



**MAGNA METRO TOWNSHIP COUNCIL
BUSINESS MEETING AGENDA
March 12, 2024**

Webster Center
8952 West Magna Main Street
Magna, Utah 84044

PUBLIC NOTICE IS HEREBY GIVEN that the Magna Metro Township Council will hold a business meeting on the **12th day of March 2024** at the Webster Center, 8952 West Magna Main Street Magna, Utah as follows:

**** Portions of the meetings may be closed for reasons allowed by statute. Motions relating to any of the items listed below, including final action, may be taken.**

5:30 PM – BUDGET WORKSHOP

- A. Discuss FY2024 Amended Budget and FY2025 Proposed Budget [*David Brickey, City Manager/Dave Sanderson, Financial Manager*]

6:00 PM – PUBLIC MEETING

1. CALL TO ORDER
2. Determine Quorum
3. Pledge of Allegiance

4. PUBLIC COMMENTS (*Limited to 3 minutes per person*)

Any person wishing to comment on any item not otherwise scheduled for a public hearing on the agenda may address the Council at this point by stepping to the microphone and giving their name for the record. The Town Council is interested in hearing directly from residents. In an effort to be both transparent and responsive, the Town Council previously adopted rules to help govern public meetings. As such, Councilmembers cannot respond directly to comments during ‘public comment.’ However, Magna staff will be responsible for responding directly to citizens who request a response. ***Comments should be limited to not more than three (3) minutes unless additional time is authorized by the Governing Body.***

5. Unified Police Department Report [*Chief Del Craig*]

6. CONSENT AGENDA

- A. Consider Approval of Minutes for December 12, 2023; January 9 and 23, 2024 [*Nichole Watt, Clerk*]

7. DISCUSSION ITEMS

- A. Discuss Magna Logo and Open House [*Maridene Alexander, Communications Manager*]
- B. Discuss Kennecott 392 Union Event [*Council Member Mick Sudbury*]
- C. Discussion regarding UPD Interlocal Agreement [*Paul Ashton, City Attorney*]

- D. Discussion regarding Franchise Agreement with Magna Water District *[Paul Ashton, City Attorney]*
- E. Discuss Amendments to Development Agreement for the Mahogany Ridge Planned Community *[Jeff Miller, Planner]*

8. MANAGER/CITY ATTORNEY UPDATES

9. COUNCIL REPORTS

10. CLOSED SESSIONS IF NEEDED AS ALLOWED UNDER UTAH CODE ANN. 52-4-205)

- A. Discussion of the Character, Professional Competence or Physical or Mental Health of an Individual.
- B. Strategy sessions to discuss pending or reasonably imminent litigation.
- C. Strategy sessions to discuss the purchase, exchange, or lease of real property.
- D. Discussion regarding deployment of security personnel, devices, or systems; and
- E. Other lawful purposes as listing in Utah Code 52-4-205

11. ADJOURN

ZOOM MEETING:

Topic: Magna Metro Township Meeting

When: Mar 12, 2024 05:30 PM Mountain Time (US and Canada)

Register in advance for this webinar:

https://zoom.us/webinar/register/WN_JS1t_kZjTQiX3GD26LIJOW

After registering, you will receive a confirmation email containing information about joining the webinar.

Upon request with three (3) working days' notice, the Greater Salt Lake Municipal Services District, in support of the Magna Metro Township, will make reasonable accommodations for participation in the meeting. To request assistance, please call (385) 468-6703 – TTY 711.

A copy of the foregoing agenda was posted at the following locations on the date posted below: Magna Metro Township website at www.magnametrotownship.org and the State Public Notice Website at <http://pmn.utah.gov> . Pursuant to State Law and Magna Ordinance, Councilmembers may participate electronically. Pursuant to Utah Code Ann. § 52-4-205, Parts of Meetings may be Closed for Reasons Allowed by Statute.

POSTED: *March 8, 2024*

Administration

Magna Township FY 2024

Administration SUMMARY	Actual FY 2022	Final Budget FY 2023	Final Budget FY 2024	Amended Budget FY 2024
Account Name				
Administration wages	\$ -	\$ -	\$ 180,000	\$ 80,000
Council wages	63,202	60,000	60,000	30,000
Employee benefits	13,282	11,000	74,000	38,000
Awards, recognition	1,541	2,000	2,000	1,000
Subscriptions, memberships	17,638	17,080	18,080	3,080
Printing/publications/advertising	2,245	8,000	8,000	4,000
Travel/mileage	11,956	30,000	6,500	3,000
Office expense and supplies	21,898	10,000	10,000	5,000
Computer equipment/software	3,524	10,000	10,000	5,000
Attorney-civil	51,106	70,000	80,000	40,000
Attorney-land use	1,228	20,000	30,000	15,000
Training and seminars	1,066	20,000	15,000	7,500
Web page development/maintenance	394	25,000	35,000	35,000
Software/streaming	6,329	5,000	5,000	2,500
Payroll processing fees	1,146	1,100	1,100	500
Grant charged expense	-	-	-	-
Communications	-	20,000	10,000	5,000
Contributions/special events	53,283	150,000	172,000	53,500
Insurance	22,090	15,500	26,000	-
Workers comp insurance	931	500	1,500	-
Postage	5	5,000	20,000	10,000
Professional and technical	128,204	175,000	128,204	67,850
UFA emergency services	43,562	47,500	47,500	23,750
Grant related	-	-	-	-
SL (Client) county support services	17,889	125,000	100,000	50,000
Equipment/computer purchases	-	-	5,000	2,500
Alcohol remediation	-	17,000	17,000	-
Rent/remodel/utilities	13,500	100,000	100,000	50,000
Non classified expenses	-	5,000	5,000	2,500
Totals:	\$ 476,019	\$ 949,680	\$ 1,166,884	\$ 534,680

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Wages					
Account Number:					
Line Item Description Detail					
Administrator compensation	-	-	180,000	100.0%	80,000
Totals:	-	-	180,000	100.0%	80,000
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	-	-	180,000	100.0%	80,000

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Council wages					
Account Number:					
Line Item Description Detail					
Council compensation	63,202	60,000	60,000	0.0%	30,000
Totals:	63,202	60,000	60,000	0.0%	30,000
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	63,202	60,000	60,000	0.0%	30,000

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Employee benefits					
Account Number:					
Line Item Description Detail					
Council benefits	13,282	11,000	11,000	0.0%	6,500
Administrator benefits	-	-	63,000		31,500
Totals:	13,282	11,000	74,000	572.7%	38,000
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	13,282	11,000	74,000	572.7%	38,000

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Awards, recognition					
Account Number:					
Line Item Description Detail					
	1,541	2,000	2,000	0.0%	1,000
Totals:	1,541	2,000	2,000	0.0%	1,000
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	1,541	2,000	2,000	0.0%	1,000

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Subscriptions, membership Number:					
Line Item Description Detail					
AICP - Planning Commission	17,638	740	740	0.0%	740
AICP - Council		340	340	0.0%	340
Utah League of Cities & Towns		15,000	15,000	0.0%	-
Miscellaneous		1,000	2,000	100.0%	2,000
Totals:	17,638	17,080	18,080	5.9%	3,080
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	17,638	17,080	18,080	5.9%	3,080

Administration

**Magna Township
FY 2024**

Fund: General		Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration						
Account Name: Printing/publications/						
Account Number:						
Line Item Description Detail						
Various		2,245	8,000	8,000	0.0%	4,000
Totals:		2,245	8,000	8,000	0.0%	4,000
Additions						
		-	-	-	0.0%	
Totals:		-	-	-	0.0%	
Deletions						
		-	-	-	0.0%	
Totals:		-	-	-	0.0%	
Net Change in Budget Requests:		-	-	-	0.0%	
Proposed New Budget:		2,245	8,000	8,000	0.0%	4,000

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Travel/mileage					
Account Number:					
Line Item Description Detail					
Mileage reimbursement	11,956	30,000	6,500	-78.3%	3,000
Totals:	11,956	30,000	6,500	-78.3%	3,000
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	11,956	30,000	6,500	-78.3%	3,000

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Office expense and supply Account Number:					
Line Item Description Detail					
Office supplies	21,898	10,000	10,000	0.0%	5,000
Totals:	21,898	10,000	10,000	0.0%	5,000
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	21,898	10,000	10,000	0.0%	5,000

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Computer equipment/					
Account Number:					
Line Item Description Detail					
Software	3,524	10,000	10,000	0.0%	5,000
Totals:	3,524	10,000	10,000	0.0%	5,000
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	3,524	10,000	10,000	0.0%	5,000

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Attorney-civil					
Account Number:					
Line Item Description Detail					
Township attorney	51,106	70,000	80,000	14.3%	40,000
Totals:	51,106	70,000	80,000	14.3%	40,000
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	51,106	70,000	80,000	14.3%	40,000

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Attorney-land use					
Account Number:					
Line Item Description Detail					
Attorney for land use	1,228	20,000	30,000	50.0%	15,000
Totals:	1,228	20,000	30,000	50.0%	15,000
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	1,228	20,000	30,000	50.0%	15,000

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Training and seminar					
count Number:					
Line Item Description Detail					
Training & seminars	1,066	20,000	15,000	-25.0%	7,500
Totals:	1,066	20,000	15,000	-25.0%	7,500
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:					
	-	-	-	0.0%	
Proposed New Budget:					
	1,066	20,000	15,000	-25.0%	7,500

Administration

Magna Township FY 2024

Fund: General					
Department: Administration					
Account Name: Web page developme	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	%	Diff.
Account Number:					
Line Item Description Detail					
Development	394	25,000	35,000	40.0%	35,000
Totals:	394	25,000	35,000	40.0%	35,000
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	394	25,000	35,000	40.0%	35,000

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Software/streaming					
Account Number:					
Line Item Description Detail					
Zoom and equipment	6,329	5,000	5,000	0.0%	2,500
Totals:	6,329	5,000	5,000	0.0%	2,500
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	6,329	5,000	5,000	0.0%	2,500

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Payroll processing fees					
Account Number:					
Line Item Description Detail					
Outside payroll processing fees	1,146	1,100	1,100	0.0%	500
Totals:	1,146	1,100	1,100	0.0%	500
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	1,146	1,100	1,100	0.0%	500

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.
Department: Administration				
Account Name: Grant charged expens				
count Number:				
Line Item Description Detail				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	-	-	-	0.0%

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Communications					
Account Number: 10-4200-740					
Line Item Description Detail					
Newsletter	-	10,000	-	-100.0%	
Magna newsletter		10,000	10,000		5,000
Totals:	-	20,000	10,000	-50.0%	5,000
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	-	20,000	10,000	-50.0%	5,000

Administration

Magna Township FY 2024

Fund: General					
Department: Administration					
Account Name: Contributions/special	Actual	Final	Tentative	%	
Account Number:	FY 2022	Budget	Budget	Diff.	
Account Number:	FY 2022	FY 2023	FY 2024		
Line Item Description Detail					
Magna 4th of July	53,283	25,000	65,000	160.0%	-
Magna town council		15,000	5,000	-66.7%	2,500
Magna chamber of commerce		5,000	5,000	0.0%	2,500
Magna - Yuzawa educational		21,000	25,000	19.0%	12,500
Magna in motion		2,000	7,000	250.0%	3,500
Arts council of Magna		12,500	-	-100.0%	-
Events		69,500	50,000	-28.1%	25,000
UPD youth academy			5,000		2,500
UPD court			10,000		5,000
Totals:	53,283	150,000	172,000	14.7%	53,500
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	53,283	150,000	172,000	14.7%	53,500

Administration

Magna Township FY 2024

Fund: General					
Department: Administration					
Account Name: Insurance					
Account Number:					
Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.		
Line Item Description Detail					
General liability	22,090	14,500	25,000	72.4%	-
Fidelity bonding		1,000	1,000	0.0%	-
Totals:	22,090	15,500	26,000	67.7%	-
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	22,090	15,500	26,000	67.7%	-

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Workers comp insura					
Account Number:					
Line Item Description Detail					
Workers compensation insurance	931	500	1,500	200.0%	-
Totals:	931	500	1,500	200.0%	-
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	931	500	1,500	200.0%	-

Administration

Magna Township FY 2024

Fund: General					
Department: Administration					
Account Name: Postage					
Account Number:					
Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.		
Line Item Description Detail					
Stamps	5	5,000	20,000	300.0%	10,000
Totals:	5	5,000	20,000	300.0%	10,000
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:					
	-	-	-	0.0%	
Proposed New Budget:					
	5	5,000	20,000	300.0%	10,000

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Professional and technical					
Account Number:					
Line Item Description Detail					
Township administration	128,204	72,800	-	-100.0%	
Lobbyist services		7,500	7,500		7,500
Accounting services		18,000	18,000		9,000
Miscellaneous		76,700	76,700		38,350
Coalition			26,004		13,000
Totals:	128,204	175,000	128,204	-26.7%	67,850
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	128,204	175,000	128,204	-26.7%	67,850

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: UFA emergency serv					
Account Number:					
Line Item Description Detail					
Fees	43,562	47,500	47,500	0.0%	23,750
Totals:	43,562	47,500	47,500	0.0%	23,750
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	43,562	47,500	47,500	0.0%	23,750

Administration

Magna Township FY 2024

Fund: General				
Department: Administration				
Account Name: Grant related				
Account Number:				
Line Item Description Detail	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	-	-	-	0.0%

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: SL (Client) county su					
count Number:					
Line Item Description Detail					
SLCO clerk	17,889	52,000	52,000	0.0%	26,000
SLCO supervisor		4,000	4,000	0.0%	2,000
SLCO addressing		1,500	1,500	0.0%	750
Elections		42,500	42,500		21,250
Misc		25,000	-		
Totals:	17,889	125,000	100,000	-20.0%	50,000
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	17,889	125,000	100,000	-20.0%	50,000

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Equipment/computer					
count Number:					
Line Item Description Detail					
Miscellaneous	-	-	5,000	100.0%	2,500
Totals:	-	-	5,000	100.0%	2,500
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	-	-	5,000	100.0%	2,500

Administration

Magna Township FY 2024

Fund: General	Actual FY 2022	Final Budget FY 2023	Tentative Budget FY 2024	% Diff.	
Department: Administration					
Account Name: Alcohol remediation					
Account Number:					
Line Item Description Detail					
Alcohol funds- Magna United	-	17,000	17,000	0.0%	-
Moved to communities care					
Totals:	-	17,000	17,000	0.0%	-
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	-	17,000	17,000	0.0%	-

Administration

Magna Township FY 2024

Fund: General					
Department: Administration					
Account Name: Rent/remodel/utilities	Actual	Final	Tentative	%	
Account Number:	FY 2022	Budget	Budget	Diff.	
Line Item Description Detail		FY 2023	FY 2024		
Webster Center	13,500	18,000	18,000	0.0%	9,000
Utilities		40,000	40,000		20,000
Remodel		42,000	42,000		21,000
Totals:	13,500	100,000	100,000	0.0%	50,000
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	13,500	100,000	100,000	0.0%	50,000

Administration

Magna Township FY 2024

Fund: General					
Department: Administration					
Account Name: Non classified expenses	Actual	Final	Tentative	% Diff.	
Account Number:	FY 2022	Budget	Budget		
		FY 2023	FY 2024		
Line Item Description Detail					
Miscellaneous	-	5,000	5,000	0.0%	2,500
Totals:	-	5,000	5,000	0.0%	2,500
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	-	5,000	5,000	0.0%	2,500

Administration

Magna Township FY 2025

Administration SUMMARY	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Account Name				
Administration wages	\$ 108,385	\$ 180,000	\$ 191,700	6.5%
Council wages	60,000	60,000	80,000	33.3%
Employee benefits	37,257	74,000	81,850	10.6%
Awards, recognition	1,833	2,000	2,000	0.0%
Subscriptions, memberships	16,896	18,080	18,080	0.0%
Printing/publications/advertising	2,347	8,000	8,000	0.0%
Travel/mileage	1,058	6,500	5,000	-23.1%
Office expense and supplies	1,385	10,000	7,500	-25.0%
Computer equipment/software	2,265	10,000	15,000	50.0%
Attorney-civil	60,953	80,000	75,000	-6.3%
Attorney-land use	-	30,000	30,000	0.0%
Training and seminars	1,380	15,000	17,500	16.7%
Web page development/maintenance	6,300	35,000	19,745	-43.6%
Software/streaming	10,145	5,000	5,000	0.0%
Payroll processing fees	892	1,100	1,100	0.0%
Grant charged expense	4,000	-	-	0.0%
Communications	-	10,000	10,000	0.0%
Contributions/special events	76,609	172,000	172,000	0.0%
Insurance	17,751	26,000	26,000	0.0%
Workers comp insurance	974	1,500	1,500	0.0%
Postage	66	20,000	20,000	0.0%
Professional and technical	104,414	128,204	107,504	-16.1%
UFA emergency services	45,569	47,500	47,500	0.0%
Grant related	4,500	-	-	0.0%
SL (Client) county support services	12,498	100,000	30,500	-69.5%
Equipment/computer purchases	287	5,000	7,500	50.0%
Alcohol remediation	-	17,000	-	-100.0%
Rent/remodel/utilities	15,000	100,000	133,000	33.0%
Non classified expenses	16	5,000	5,000	0.0%
Totals:	\$ 592,780	\$ 1,166,884	\$ 1,117,979	-4.2%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Wages				
Account Number:				
Line Item Description Detail				
Administrator compensation (6.5% increase)	108,385	180,000	191,700	6.5%
Totals:	108,385	180,000	191,700	6.5%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	108,385	180,000	191,700	6.5%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Council wages				
Account Number:				
Line Item Description Detail				
Council compensation	60,000	60,000	80,000	33.3%
Totals:	60,000	60,000	80,000	33.3%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	60,000	60,000	80,000	33.3%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Employee benefits				
Account Number:				
Line Item Description Detail				
Council benefits	11,000	11,000	14,750	34.1%
Administrator benefits	26,257	63,000	67,100	6.5%
Totals:	37,257	74,000	81,850	10.6%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	37,257	74,000	81,850	10.6%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Awards, recognition				
Account Number:				
Line Item Description Detail				
Miscellaneous	1,833	2,000	2,000	0.0%
Totals:	1,833	2,000	2,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	1,833	2,000	2,000	0.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Subscriptions, member				
Account Number:				
Line Item Description Detail				
AICP - Planning Commission	16,896	740	740	0.0%
AICP - Council		340	340	0.0%
Utah League of Cities & Towns		15,000	15,000	0.0%
Miscellaneous		2,000	2,000	0.0%
Totals:	16,896	18,080	18,080	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	16,896	18,080	18,080	0.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Printing/publications/				
Account Number:				
Line Item Description Detail				
Various	2,347	8,000	8,000	0.0%
Totals:	2,347	8,000	8,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	2,347	8,000	8,000	0.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Travel/mileage				
Account Number:				
Line Item Description Detail				
Mileage reimbursement	1,058	6,500	5,000	-23.1%
Totals:	1,058	6,500	5,000	-23.1%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	1,058	6,500	5,000	-23.1%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Computer equipment				
Account Number:				
Line Item Description Detail				
Software/ I pads	2,265	10,000	15,000	50.0%
Totals:	2,265	10,000	15,000	50.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	2,265	10,000	15,000	50.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Attorney-civil				
Account Number:				
Line Item Description Detail				
Attorney	60,953	80,000	75,000	-6.3%
Totals:	60,953	80,000	75,000	-6.3%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	60,953	80,000	75,000	-6.3%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Attorney-land use				
Account Number:				
Line Item Description Detail				
Attorney for land use	-	30,000	30,000	0.0%
Totals:	-	30,000	30,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	-	30,000	30,000	0.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Training and seminar				
Account Number:				
Line Item Description Detail				
Training & seminars	1,380	15,000	17,500	16.7%
Totals:	1,380	15,000	17,500	16.7%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	1,380	15,000	17,500	16.7%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Web page developme				
Account Number:				
Line Item Description Detail				
Development	6,300	35,000	10,000	-71.4%
Muni ordinance & Code			1,452	
Civic Plus			8,293	
Totals:	6,300	35,000	19,745	-43.6%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	6,300	35,000	19,745	-43.6%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Software/streaming				
Account Number:				
Line Item Description Detail				
Zoom and equipment	10,145	5,000	5,000	0.0%
Totals:	10,145	5,000	5,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	10,145	5,000	5,000	0.0%

Administration

Magna Township FY 2025

Fund: General				
Department: Administration				
Account Name: Payroll processing fees				
Account Number:				
Line Item Description Detail	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Outside payroll processing fees	892	1,100	1,100	0.0%
Totals:	892	1,100	1,100	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	892	1,100	1,100	0.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Grant charged expenses				
Account Number:				
Line Item Description Detail				
	4,000	-	-	0.0%
Totals:	4,000	-	-	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	4,000	-	-	0.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Communications				
Account Number: 10-4200-740				
Line Item Description Detail				
Newsletter	-	-	-	0.0%
Magna newsletter		10,000	10,000	
Totals:	-	10,000	10,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	-	10,000	10,000	0.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Contributions/special				
Account Number:				
Line Item Description Detail				
Magna 4th of July	76,609	65,000	65,000	0.0%
Magna town council		5,000	5,000	0.0%
Magna chamber of commerce		5,000	5,000	0.0%
Magna - Yuzawa educational		25,000	25,000	0.0%
Magna in motion		7,000	7,000	0.0%
Arts council of Magna		-	-	0.0%
Events		50,000	50,000	0.0%
UPD youth academy		5,000	5,000	0.0%
UPD court		10,000	10,000	0.0%
Totals:	76,609	172,000	172,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	76,609	172,000	172,000	0.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Insurance				
Account Number:				
Line Item Description Detail				
General liability	17,751	25,000	25,000	0.0%
Fidelity bonding		1,000	1,000	0.0%
Totals:	17,751	26,000	26,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	17,751	26,000	26,000	0.0%

Administration

Magna Township FY 2025

Fund: General				
Department: Administration				
Account Name: Workers comp insura				
Account Number:				
Line Item Description Detail	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Workers compensation insurance	974	1,500	1,500	0.0%
Totals:	974	1,500	1,500	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	974	1,500	1,500	0.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Postage				
Account Number:				
Line Item Description Detail				
Stamps	66	20,000	20,000	0.0%
Totals:	66	20,000	20,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	66	20,000	20,000	0.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Professional and tech				
Account Number:				
Line Item Description Detail				
Township administration	104,414	-	-	0.0%
Lobbyist services		7,500	7,500	0.0%
Accounting services		18,000	18,000	0.0%
Miscellaneous		76,700	20,000	-73.9%
Coalition		26,004	26,004	0.0%
IT suppoert			18,000	100.0%
Assistant admin			18,000	100.0%
Totals:	104,414	128,204	107,504	-16.1%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	104,414	128,204	107,504	-16.1%

Administration

Magna Township FY 2025

Fund: General		Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration					
Account Name: UFA emergency serv					
Account Number:					
Line Item Description Detail					
Fees	45,569	47,500	47,500	0.0%	
Totals:	45,569	47,500	47,500	0.0%	
Additions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Deletions					
	-	-	-	0.0%	
Totals:	-	-	-	0.0%	
Net Change in Budget Requests:	-	-	-	0.0%	
Proposed New Budget:	45,569	47,500	47,500	0.0%	

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Grant related				
Account Number:				
Line Item Description Detail				
	4,500	-	-	0.0%
Totals:	4,500	-	-	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	4,500	-	-	0.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: SL (Client) county su				
Account Number:				
Line Item Description Detail				
SLCO clerk	12,498	52,000	25,000	-51.9%
SLCO supervisor		4,000	4,000	0.0%
SLCO addressing		1,500	1,500	0.0%
Elections		42,500	-	
Misc		-	-	
Totals:	12,498	100,000	30,500	-69.5%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	12,498	100,000	30,500	-69.5%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Equipment/computer				
Account Number:				
Line Item Description Detail				
Miscellaneous	287	5,000	7,500	50.0%
Totals:	287	5,000	7,500	50.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	287	5,000	7,500	50.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Alcohol remediation				
Account Number:				
Line Item Description Detail				
Alcohol funds- Magna United	-	17,000	-	-100.0%
Totals:	-	17,000	-	-100.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	-	17,000	-	-100.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Rent/remodel/utilities				
Account Number:				
Line Item Description Detail				
Webster Center	15,000	18,000	18,000	0.0%
Utilities		40,000	40,000	
Remodel		42,000	75,000	
Totals:	15,000	100,000	133,000	33.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	15,000	100,000	133,000	33.0%

DATE TUESDAY DECEMBER 12, 2023

THE MAGNA METRO TOWNSHIP COUNCIL, STATE OF UTAH, MET ON TUESDAY, DECEMBER 12, 2023, PURSUANT TO ADJOURNMENT ON TUESDAY, NOVEMBER 25, 2023, AT THE HOUR OF 6:00 P.M. AT THE WEBSTER CENTER AT 8952 WEST MAGNA MAIN STREET (2700 SOUTH), MAGNA, UT 84044.

COUNCIL MEMBERS PRESENT: STEVE PROKOPIS
TRISH HULL
AUDREY PIERCE
DAN PEAY, Mayor

COUNCIL MEMBERS EXCUSED: ERIC BARNEY

OTHERS IN ATTENDANCE: PAUL ASHTON, LEGAL COUNSEL
DAVID BRICKEY, ADMINISTRATOR

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

Mayor Peay, Chair, presided.

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

Public Meeting

Pledge of Allegiance

The Pledge of Allegiance to the Flag of the United States of America was recited.

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

Public Comments

Bojana Novakovic stated she is an independent researcher and is here with Dr. Alexander Dunlap from the Institute of Global Sustainability. They are speaking with experts, people living in Magna, and current and former employees of Kennecott. They are working on a specific project looking at energy justice in the green energy transition. She is interested in Kennecott and its contribution to the community. She would like to speak to the Council Members and community members regarding the relationship between Kennecott and the community.

Tomoko Moses stated she is a Japanese teacher at Cyprus High School. She read a message from Mayor Tamura of Yuzawa, Japan, congratulating Mayor Peay on his retirement and announcing his retirement.

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

Unified Police Department

Chief Dal Craig stated there was a hit-and-run near Matheson Jr. High. There are no further leads on the case and the child hit is doing good. There was another incident where a car hit some parked cars in a driveway and then fired shots. The bar card issue that was overlooked is not being handled.



Financial Report

Dave Sanderson, Financial Manager, stated the financial report is late being released but will be available on December 18, 2023.



Community Stakeholder Reports

4th of July

Kari Duckworth stated we will be meeting on the third Thursday of the month. We are always looking for volunteers for the 4th of July Committee.



Magna Chamber of Commerce

Mayor Peay stated this Thursday at noon, the Cyprus High School Madrigals will perform. Anyone is welcome to come. There will be a luncheon on that day.



Pleasant Green Cemetery

There was nothing to report.



Code Enforcement Report

There was nothing to report.



Magna Town Council

There is nothing to report.

DATE TUESDAY _____ DECEMBER _____ 12, 2023



Consent Agenda

Minutes

Council Member Prokopis, seconded by Council Member Hull, moved to approve the minutes of the Magna Metro Township Council meeting held on October 10, 2023. The motion passed unanimously.



Public Hearings

Magna Metro Township 2023 Budget Amendments

THIS BEING THE TIME heretofore set for a public hearing to consider the proposed amendments to the 2023 Magna Metro Township Budget.

Dave Sanderson, Financial Manager, reviewed the 2023 budget adjustments for the Pleasant View Cemetery and Community that Cares.

Council Member Prokopis, seconded by Council Member Hull, moved to open the public hearing. The motion passed unanimously.

No one spoke in favor of or in opposition to the amendments.

Council Member Hull, seconded by Council Member Prokopis, moved to close the public hearing. The motion passed unanimously.

Council Member Hull, seconded by Council Member Prokopis, moved to approve the following resolution adopting amendments to the 2023 Magna Metro Township Budget. The motion passed unanimously.

RESOLUTION NO.: 23-12-01

Date: December 12, 2023

A RESOLUTION OF MAGNA METRO TOWNSHIP COUNCIL ADOPTING AMENDMENTS TO THE 2023 MAGNA METRO TOWNSHIP BUDGET

WHEREAS, the Magna Metro Township (“Magna”) is a municipality pursuant to Utah Code Section 10-2a-401 *et. seq.*; and

WHEREAS, the Magna Metro Township Council (the “Council”) is the municipal legislative body for Magna pursuant to Utah Code Section 10-3b-501; and

DATE TUESDAY DECEMBER 12, 2023

WHEREAS, Utah State Code, Sections 10-6-109, 10-6-127, and 10-6-128 of the Uniform Fiscal Procedures Act for Utah Cities, requires that increases in appropriations for operating budgets of the General Fund and other funds be made by resolution of the governing body; and

WHEREAS, the required public notice was properly notices on the State Public Notice Website and City Website; and

WHEREAS, pursuant to notice, the public hearing was held on the 12th day of December, 2023; and

WHEREAS, in compliance with statutory requirements, the Magna Metro Township amends the 2023 Magna Metro Township Budget as detailed in Attachment "A".

THEREFORE, BE IT RESOLVED BY THE MAGNA METRO TOWNSHIP COUNCIL as follows:

SECTION 1. The Magna Metro Township Council hereby amends the 2023 Magna Metro Township Budget, Attachment "A".

SECTION 2. This Resolution shall become effective immediately upon passage thereof.

APPROVED AND ADOPTED this 12th day of December 2023 by the Magna Metro Township Council, Magna, Utah.

MAGNA METRO TOWNSHIP:

/s/ DAN W. PEAY
Mayor

ATTESTED:

/s/ LANNIE CHAPMAN
Salt Lake County Clerk
Metro Township Clerk/Recorder

Magna Metro Township 2024 Budget

THIS BEING THE TIME heretofore set for a public hearing to consider the 2024 Magna Metro Township Final Budget.

Council Member Hull, seconded by Council Member Prokopis, moved to open the public hearing. The motion passed unanimously.

No one spoke in favor of or in opposition to the budget.

DATE TUESDAY DECEMBER 12, 2023

Council Member Prokopis, seconded by Council Member Hull, moved to close the public hearing. The motion passed unanimously.

Council Member Prokopis, seconded by Council Member Hull, moved to approve the following resolution adopting the 2024 Magna Metro Township Final Budget. The motion passed unanimously.

RESOLUTION NO.: 23-12-02

Date: December 12, 2023

A RESOLUTION OF MAGNA METRO TOWNSHIP COUNCIL ADOPTING THE
2024 MAGNA METRO TOWNSHIP FINAL BUDGET

WHEREAS, the Magna Metro Township (“Magna”) is a municipality pursuant to Utah Code Section 10-2a-401 *et.seq.*; and

WHEREAS, the Magna Metro Township Council (the “Council”) is the municipal legislative body for Magna pursuant to Utah Code Section 10-3b-501; and

WHEREAS, the Council has complied in all respects with State Law, including holding public hearings, in establishing budgets for the Calendar Year beginning January 1, 2024 and ending December 31, 2024; and

WHEREAS, pursuant to fiscal policy for funding the 2024 Magna Budget, the Greater Salt Lake Municipal Services District (the “MSD”) adopted the 2024 Budget for the MSD on October 11, 2023, releasing the funding for the 2024 Magna Budget; and

WHEREAS, the noticing for the public hearing to consider and copies of the 2024 Magna Tentative Budget, (Attachment “A”) were made available for public consideration at least ten (10) days prior to the date of the public hearing for the Budget; and

WHEREAS, the adoption of the 2024 Budget will allow Magna to comply with State Law and the Uniform Fiscal Procedures Act for Cities;

THEREFORE, BE IT RESOLVED BY THE MAGNA METRO TOWNSHIP COUNCIL as follows:

SECTION 1. The Magna Metro Township Council hereby adopts the 2024 Magna Final Budget, Attachment “A”.

SECTION 2. That upon the final adoption, the budget shall be in effect for the budget year and subject to later amendment as provided by law.

SECTION 3. A copy of the final budget shall be posted and made available to the public on the City’s website: www.magnacity.org.

SECTION 4. This Resolution shall become effective immediately upon passage thereof.

DATE TUESDAY DECEMBER 12, 2023

APPROVED AND ADOPTED this 13th day of December 2023 by the Magna Metro Township Council, Magna, Utah.

MAGNA METRO TOWNSHIP:

/s/ DAN W. PEAY
Mayor

ATTESTED:

/s/ LANNIE CHAPMAN
Salt Lake County Clerk
Metro Township Clerk/Recorder

Magna Metro Township 2024 Consolidated Fee Schedule

David Brickey reviewed the 2024 Consolidated Fee Schedule.

Mayor Peay asked if there was anyone from the public who wanted to comment on the fee schedule.

Todd Richards, Magna Arts Council, did we come to a consensus for special event fees?

Paul Ashton stated the Council has the option to waive the fee.

Council Member Prokopis, seconded by Council Member Hull, moved to approve the following resolution adopting the 2024 Magna Metro Township Consolidated Fee Schedule. The motion passed unanimously.

RESOLUTION NO.: 23-12-03

Date: December 12, 2023

A RESOLUTION OF MAGNA METRO TOWNSHIP COUNCIL ADOPTING THE
2024 MAGNA METRO TOWNSHIP CONSOLIDATED FEE SCHEDULE

WHEREAS, the Manga Metro Township (“Magna”) is a municipality pursuant to Utah Code Annotated (“UCA”) Section 10-2a-401 *et seq.*; and

WHEREAS, the Magna Metro Township Council (the “Council”) is the municipal legislative body for Magna pursuant to Utah Code Section 10-3b-501; and

WHEREAS, the Greater Salt Lake Municipal Services District (the “MSD”) is a local district that provides certain municipal-type services to Magna pursuant to UCA Section 17B-2a-1103 *et al.*; and

DATE TUESDAY DECEMBER 12, 2023

WHEREAS, pursuant to fiscal policy for funding the 2024 Magna Budget, the Greater Salt Lake Municipal Services District (the "MSD") adopted the 2024 Budget for the MSD on October 11, 2023, releasing the funding for the 2024 Magna Budget; and

WHEREAS, the 2024 Magna Budget, and recently adopted Greater Salt Lake Municipal Services District Budget both used revenue projections based on the 2024 Consolidated Fee Schedule; and

WHEREAS, to be in compliance with state law, Magna must annually adopt a consolidated fee schedule; and

THEREFORE, BE IT RESOLVED BY THE MAGNA METRO TOWNSHIP COUNCIL as follows:

SECTION 1. The Magna Metro Township Council hereby adopts the 2024 Magna Consolidated Fee Schedule, Attachment "A".

SECTION 2. This Resolution shall become effective immediately upon passage thereof.

APPROVED AND ADOPTED this 12th day of December 2023 by the Magna Metro Township Council, Magna, Utah.

MAGNA METRO TOWNSHIP:

/s/ DAN W. PEAY
Mayor

ATTESTED:

/s/ LANNIE CHAPMAN
Salt Lake County Clerk
Metro Township Clerk/Recorder



Action/Discussion Item

Appointment of Appeals Hearing Officer

The Council reviewed the following resolution appointing David. R. Brickey as Magna Metro Township's appeal hearing officer.

Council Member Hull, seconded by Council Member Prokopis, moved to approve the following resolution appointing David R. Brickey as the appeals hearing officer for Magna Metro Township. The motion passed unanimously.

RESOLUTION NO.: 23-12-04

Date: December 12, 2023

DATE TUESDAY DECEMBER 12, 2023

A RESOLUTION CONFIRMING THE APPOINTMENT OF DAVID R. BRICKEY AS THE APPEALS HEARING OFFICER FOR THE MAGNA METRO TOWNSHIP

WHEREAS, the Magna Metro Township (“Magna”) is a municipality pursuant to Utah Code Annotated (“UCA”) §§ 10-2a-401 *et seq*; and

WHEREAS, the Magna Metro Township Council (the “Council”) is the municipal governing body for Magna pursuant to UCA § 10-3b-501; and

WHEREAS, in accordance with Title 5 of the Magna Municipal Code authorizing an appointment of an Appeals Hearing Officer regarding appeals; and

WHEREAS, David R. Brickey is an Attorney who has served as a Hearing Officer for other entities and is very qualified to serve in this capacity for Magna Metro Township; and

WHEREAS, the Magna Metro Township Council desires to appoint David R. Brickey as the Magna Appeals Hearing Officer; and

WHEREAS, the Magna Township Council desires to confirm to this appointment, NOW, THEREFORE, BE IT IS RESOLVED BY THE TOWN COUNCIL OF MAGNA METRO TOWNSHIP, UTAH:

Section 1. The Council hereby confirms the appointment of David R. Brickey as the Appeals Hearing Officer for Magna Metro Township.

Section 2. This Resolution shall take effect immediately.

APPROVED AND ADOPTED by the Magna Metro Township Council, Magna, Utah, this 12 day of December, 2023.

MAGNA METRO TOWNSHIP:

/s/ DAN W. PEAY
Mayor

ATTESTED:

/s/ LANNIE CHAPMAN
Salt Lake County Clerk
Metro Township Clerk/Recorder



Manager Updates

David Brickey stated the new mayor will need to be elected at the first meeting in January. He would like to get feedback from Council Members regarding how it would like to proceed with electing the mayor. One option is ranked-choice voting.

Paul Ashton stated the Mayor Pro Tem will need to conduct the first meeting until a mayor is selected. The only thing that the mayor does that Council Members do not, is sit on the Greater Salt Lake Municipal Services Board (MSD). Once the metro townships become cities, any Council Member can be appointed to the MSD Board. Mr. Brickey needs assistance with how the Council wants to vote, so he can come prepared in January.

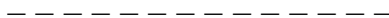


Council Reports

*Magna Mosquito Abatement District
Animal Services Advisory Board
Emergency Management*

Council Member Pierce stated the meetings lately have been about setting budgets and calendar schedules for the year. Magna Mosquito Abatement does not have much going on this time of year and the Salt Lake County Animal Services Advisory Board meets quarterly.

Jim Woodward, Emergency Management, Unified Fire Authority (UFA), has retired. She is going to reach out to UFA to see if she can sit in on the interviews and be part of that process. The Council should have more say in the actual contract itself and who administers it than it has in the past. Magna has not gotten as much out of our services for what has been paid.



Unified Police Department

Council Member Prokopis stated Unified Police Department (UPD) continues to go through the reorganization process. He met with Mayor Wilson, Sheriff Rivera, and the Midvale, Holladay, and Millcreek Mayors. There is some discussion of Salt Lake County pulling out of the Salt Lake Valley Law Enforcement Service Area (SLVLESA). Sheriff Rivera is asking why the Sheriff's Office would be part of the district if it is no longer receiving services. Kennecott is an unincorporated area and provides 40 percent of funding to SLVLESA. The Sheriff and Mayor are considering running legislation to remove itself from SLVLESA.

Paul Ashton stated he has met with Nathan Bracken, Attorney, and Representative Jordan Tuescher. Mr. Ashton and Mr. Bracken explained the situation to Representative Tuescher regarding SLVLESA and he was unaware that it was as complicated as it is. Representative Tuescher committed that he would not amend the current bill that will convert the metro townships to cities. Under the current law, Salt Lake County cannot withdraw from SLVLESA. If they do run legislation, the Utah Association of Special District said it will work with Salt Lake County; however, it will be subject to the same rules as everyone else. Salt Lake County has to be able to hold everyone harmless. The mayors and attorneys sent a joint letter saying that

DATE TUESDAY DECEMBER 12, 2023

they wanted to meet and talk. The last he heard was that Sheriff Rivera was putting legislation on hold until she met with the affected entities.

Greater Salt Lake Municipal Services District (MSD)

Mayor Peay stated the Board is getting the calendar set up for the year. At the next meeting, the Board will be discussing the 4700 South project.

*Unified Fire Authority (UFA)
Utah Division of Transportation (UDOT)*

Council Member Hull stated a certificate of occupancy has been issued to station 102. Crews will not begin moving in until the first of the year. The grand opening will be held in the first two weeks of January. The tax increase was passed.

Council Member Hull met with UDOT to discuss U-111. The designation was changed from three to four and a corridor agreement does not have to be drafted. A four-way intersection at Cordero Drive will be installed. Mahogany Ridge will remove the runaway truck lane and will be responsible for doing the intersection. Little Valley Gateway, D.R. Horton, will be doing improvements at the U-111 and 4100 South intersection. UDOT is working on both sides of the railway to get sidewalk improvements necessary for safe school routes.

Council Member Prokopis thanked Mayor Dan Peay for his service to Magna. The community is better for everything Mayor Peay has brought to it. He will be missed.

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

Closed Session

A closed session was not held.

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

THERE BEING NO FURTHER BUSINESS to come before the Council at this time, the meeting was adjourned.

LANNIE CHAPMAN
METRO TOWNSHIP CLERK

DATE TUESDAY DECEMBER 12, 2023

By _____
Deputy Clerk

CHAIR, MAGNA METRO TOWNSHIP COUNCIL

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆
◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆
◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

DATE TUESDAY JANUARY 9, 2024

THE MAGNA METRO TOWNSHIP COUNCIL, STATE OF UTAH, MET ON TUESDAY, JANUARY 9, 2024, PURSUANT TO ADJOURNMENT ON TUESDAY, DECEMBER 12, 2023, AT THE HOUR OF 5:30 PM, AT THE WEBSTER CENTER AT 8952 WEST MAGNA MAIN STREET (2700 SOUTH), MAGNA, UT 84044.

COUNCIL MEMBERS PRESENT: ERIC BARNEY
TRISH HULL
AUDREY PIERCE
STEVE PROKOPIS
MICK SUDBURY

OTHERS IN ATTENDANCE: PAUL ASHTON, LEGAL COUNSEL
DAVID BRICKEY, MANAGER



Pro Tempore Hull presided through the election of the Magna Metro Township Mayor.



Pledge of Allegiance

The Pledge of Allegiance to the Flag of the United States of America was recited.



Salt Lake County Mayor Jennifer Wilson thanked the Council for being willing to serve, for the work it had done, and for the partnership with Salt Lake County. She supported the legislation to convert metro townships to cities and was excited about the future of Magna as a city. She hoped to continue to work cooperatively with Magna. If the Council had any issues, she asked that it reach out to her or Lisa Hartman, Associate Deputy Mayor, Salt Lake County.



Public comment

Don Q. Collard, President, Association of Community Councils Together (ACCT), invited the Council to attend ACCT's meeting this Thursday, at which Paul Ashton will be discussing H.B. 35 Metro Township Modification. ACCT will also be electing new officers. Attendees can attend in person at the Salt Lake County Government Center, Room N4-850, or via Zoom.

Josh LeRoy, Principal, Cyprus High School, stated this has been a good year so far. Cyprus High School hoped to be a good community partner with all the neighbors. If anyone had any questions, he asked that they reach out to him.



Consent Agenda

Council Member Barney, seconded by Council Member Prokopis, made a motion to approve the consent agenda. The motion passed unanimously.



Action Items

Election of Magna Metro Township Mayor

David Brickey stated there is no set direction in ordinance on how the Council had to elect its leadership. The Council could discuss internally who it wanted to be Mayor and then make a nomination and vote on it. Alternatively, it could do ranked choice voting. There are two methods for ranked choice voting – the first is for everyone to make their first choice, and the person who did not sustain a second supporting vote would be dropped from the race, and then the person receiving the most votes as a second choice would become the Mayor. The other way to do it is to assign points, i.e., five points for first place, four points for second place, etc. Then, if there was a final tie vote, the selection would be made by lot, i.e. flipping a coin or drawing straws. If the Council did elect its leadership by ballot, the ballots could not be destroyed; they had to be turned over to the County Clerk to be recorded and maintained.

Council Member Prokopis stated assigning points seemed to be the easier of the two ranked choice voting methods. He asked if ranked choice voting was anonymous.

Mr. Brickey stated he would ask that the Council vote on whether to do an anonymous election.

Council Member Sudbury stated the Council opted to have citizens vote using the ranked choice method, so he thought the Council should do the same for its election.

Council Member Barney stated the Council chose the first ranked choice voting option for the general election. That ranked choice method was his preferred method; adding up points was new to him.

Council Member Pierce stated she was okay with doing ranked choice voting. She preferred the point method, but she was okay with either method.

Council Member Barney, seconded by Council Member Prokopis, moved that the election be anonymous. The motion passed unanimously.

Council Member Barney, seconded by Council Member Sudbury, moved to use the first ranked choice method, not the point method. The motion passed unanimously.

DATE TUESDAY JANUARY 9, 2024

Mr. Brickey asked by raise of hands which Council Members wanted to be on the ballot to be considered for Mayor.

All five Council Members raised their hands, and the voting began.

Mr. Brickey counted the votes stating no one succeeded in getting a second vote in the first round. In the second round, Council Member Barney received three votes, which makes him the new Mayor.

Mayor Barney presided through the remainder of the meeting.

Election of Magna Metro Township Mayor ProTempore

Council Member Pierce, seconded by Council Member Sudbury, moved to use the same ranked choice method to elect the Mayor Pro Tempore. The motion passed unanimously.

Mr. Brickey counted the votes stating no one sustained a second vote in the first round. In the second round, Council Member Hull and Council Member Pierce each received two votes, which meant the candidate's ballot that would be used for determining the third round of voting was the candidate who voted for the second pick, but who did not succeed in getting a second vote. In the third round of voting, that candidate did not pick either Council Member Hull or Council Member Pierce for Mayor Pro Tempore, but in the fourth round of voting, that candidate selected Council Member Pierce. Therefore, Council Member Pierce was the new Mayor Pro Tempore.

Resolution 2024-01-01

David Brickey reviewed the resolution stating based on the results of the election, Mayor Barney would serve as a Trustee on the Greater Salt Lake Municipal Building Authority, and Mayor Pro Tempore Pierce would serve as the alternate.

Council Member Hull, seconded by Council Member Sudbury, moved to approve the following resolution. The motion passed unanimously.

RESOLUTION NO. 2024-01-01

Date: January 4, 2024

A RESOLUTION OF THE MAGNA METRO TOWNSHIP COUNCIL APPOINTING MAYOR ERIC BARNEY TO SERVE AS MAGNA'S MEMBER ON THE BOARD OF TRUSTEES OF THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, AND MAYOR PRO-TEMPORE AUDREY PIERCE TO SERVE AS THE TRUSTEE-ALTERNATE

DATE TUESDAY JANUARY 9, 2024

WHEREAS, the Magna Metro Township (“Magna”) is a Municipality pursuant to Utah Code § 10-2a-401 et seq; and

WHEREAS, Manga is part of the Greater Salt Lake Municipal Services District (“MSD”) pursuant to Utah Code §17B-2a-1101 et seq; and

WHEREAS, the Board of Trustees of the MSD includes the Mayors of each Metro Township that are a part of the MSD, or during a period of time when a Mayor is absent, unable or refuses to act, the Mayor Pro-Tempore, of the Metro Townships; and

WHEREAS, on this date, the Magna Metro Township, the legislative body of Magna elected by the voters of Magna, elected Eric Barney as Mayor of Magna and Audrey Pierce as Mayor Pro-Tempore of Magna,

THEREFORE, BE IT RESOLVED by the Magna Metro Township Council, the Council formally appoints Mayor Eric Barney to serve as Magna’s member of the Board of Trustees of the Greater Salt Lake Municipal Services District and Mayor Pro-Tempore Audrey Pierce as Magna’s Trustee-Alternate; and

BE IT FURTHER RESOLVED the Council hereby directs staff to provide a copy of this Resolution to the Greater Salt Lake Municipal Services District to inform it of the appointments.

APPROVED AND ADOPTED in the Magna Metro Township, Salt Lake County, Utah this 9th day of January 2024.

ATTESTED:

FOR THE MAGNA METRO TOWNSHIP:

/s/ LANNIE CHAPMAN
Salt Lake County Clerk
Metro Township Clerk/Recorder

/s/ ERIC BARNEY
Mayor

Resolution 2024-01-02

David Brickey reviewed the resolution stating the Council Members could continue serving on the boards they are on now, or they can discuss what they want to do.

Council Member Pierce stated the Unified Fire Authority (UFA), Unified Fire Service Area (UFSA), Unified Police Department (UPD), and Salt Lake Valley Law Enforcement Service Area (SLVLESA) boards required some background knowledge, so she thought the Council Members serving on those boards should continue to do so, unless they no longer wanted to.

Mayor Barney asked that each Council Member explain which boards they sit on. He currently served on the Wasatch Front Waste and Recycling District (WFRD) Board of Trustees, and had enjoyed it, but did not need to stay on that board.

DATE TUESDAY JANUARY 9, 2024

Council Member Prokopis stated he has served on the UPD Board of Directors and the SLVLESA Board of Trustees for the last seven years. He wanted to continue serving on these boards at this time, as the UPD is in the middle of making changes. There is a steep learning curve with these organizations, so having continuity on their boards is critical. Once the UPD transitions away from the Sheriff's Office, he would be willing to make a change, but now was not the time to do that.

Council Member Hull stated she was on the UFA and UFSA Board of Directors and wanted to continue serving on these boards. In fact, she would be serving as chair on the UFSA Board of Directors for the next two years, so if a different Council Member took her place, they would need to get up to speed very quickly.

Council Member Pierce stated she served on the Magna Mosquito Abatement District and the Animal Services Advisory Committee, and she has liked serving on these boards. Since Mayor Barney would now be serving on the Greater Salt Lake Municipal Services District Board of Trustees as well as other councils as Mayor, she suggested Council Member Sudbury take his place on WFWRD's Board of Directors.

Council Member Sudbury accepted serving on that board.

Council Member Pierce, seconded by Council Member Prokopis, made a motion to replace Mayor Barney on WFWRD's Board of Directors with Council Member Sudbury. The motion passed unanimously.

RESOLUTION NO. 2024-01-02

Date: January 9, 2024

A RESOLUTION OF THE MAGNA METRO TOWNSHIP COUNCIL APPOINTING MEMBERS TO SERVE ON VARIOUS BOARD OF TRUSTEES AND DISTRICT AS REPRESENTATIVES FOR THE MAGNA METRO TOWNSHIP

WHEREAS, the Magna Metro Township ("Magna") is a Municipality pursuant to Utah Code §§ 10-2a-401 et seq; and

WHEREAS, Manga is governed by a five-member elected Council under Utah Code Ann. § 10-3-205.5, which Council elects from its members a Mayor; and

WHEREAS, Magna Metro Township designates representatives to serve on various Boards of Trustees and Districts, that serve the Magna community; and

WHEREAS, following the recent municipal election and election of a Mayor for the Magna Metro Township, vacancies in representative positions have arisen across multiple Boards of Trustees and Districts that serve the needs of the Magna community;

THEREFORE BE IT RESOLVED by the Magna Metro Township Council, as January 9, 2024, the following individuals are hereby appointed as Magna Metro Township Representatives to serve on the listed Boards of Trustees and Districts:

DATE TUESDAY JANUARY 9, 2024

District 1: Steve Prokopis – representative to the Unified Police Department (UPD).

District 2: Eric G. Barney, Mayor – Trustee on the MSD Board of Trustees, Magna representative to Council of Governments (C.O.G.), and assigned representative to Wasatch Front Regional Council (WFRC).

District 3: Mick Sudbury – representative to the Wasatch Front Waste and Recycling District.

District 4: Trish Hull – representative to the Unified Fire Authority (UFA) and Unified Fire Service Area (UFSA) Boards.

District 5: Audrey Pierce – representative to the Magna Mosquito Abatement District, and the Animal Services Advisory Board, as well as the Emergency Manager for Magna.

APPROVED AND ADOPTED in Magna, Utah this 9th day of January 2024.

ATTESTED:

FOR THE MAGNA METRO TOWNSHIP:

/s/ LANNIE CHAPMAN
Salt Lake County Clerk
Metro Township Clerk/Recorder

/s/ ERIC BARNEY
Mayor

Subdivision Revisions under State Statute

Jay Springer, Attorney, Smith Hartvigsen, reviewed S.B. 174 Local Land Use and Development Revisions from the 2023 legislative session. This bill required that the Magna Metro Township update its subdivision ordinance. A series of minimum changes and policy decisions needed to be made to comply with the law. The biggest mandate was that Council Members could no longer be involved in subdivision approvals or sit on a body regarding subdivisions. The legislation allowed the Planning Commission to be involved with the preliminary approval of a subdivision, but not at the final approval. Right now, the Planning Commission can require a request come back for final approval or go to the Planning Services Director for approval.

Smith Hartvigsen drafted a revision of Magna Metro Township’s ordinance to comply with the new law. Smith Hartvigsen aimed at minimizing changes to Magna Metro Township’s processes that are currently in place. He sent the draft revision to Paul Ashton, so the Council could become familiar with what was changing. A Planning Commission hearing on this will be held this week. He did not anticipate there would be many more changes there. Then in two weeks, he would bring it back to the Council.

The Legislature also allocated funds for every municipality that is required to incorporate a moderate income housing element in their general plan. The Department of Workforce Services is running that program. Because of Magna Metro Township’s population, it has a deadline of

February 1, 2024, to adopt the implementation plan for that. Smith Hartvigsen put in a request for proposal (RFP) to the Department of Workforce Services, and is now an approved vendor, so it will work with and be reimbursed directly by the State. Those funds will not be part of Magna Metro Township's budget.

David Brickey stated he sent an email to the Council on November 13, 2023, saying the Council needed to jump on this funding opportunity by the State to help municipalities. Afterward, the Council entered into the agreement with Smith Hartvigsen, and it has been working on Magna Metro Township's behalf for almost six weeks now.

Mr. Springer stated the State wanted municipalities to do this, so it was trying to make it easier. The legislation is only mandated to apply to single family subdivisions for single family homes, two family homes, and town homes. Policies will stay the same for multi-family, commercial, and industrial.

Paul Ashton asked what the purpose was for moving city councils away from subdivision approvals.

Mr. Springer stated it was a little unclear, but it seemed the Legislature thought delays were occurring due to multiple layers of bureaucracy. The Legislature was also requiring timelines on review cycles.

Mr. Ashton asked how this affected master development agreements.

Mr. Springer stated master development agreements would still be legislative, but they could not be considered with a subdivision. They would have to be independent from the subdivision. The Council could not consider a subdivision just because there was a development agreement.

- - - - -

EXP2023-001032 – Ben Hansen, Ivory Homes, is requesting an exception from roadway development standards for the Gabler's Grove Phases 5 and 6 Subdivision, located at 7796 W. Blawn Wash Lane on 4.43 acres

Mr. Shad Cook, Planner I, Greater Salt Lake Municipal Services District (MSD), delivered a PowerPoint presentation on Ivory Homes' request for an exception from roadway development standards for the Gabler's Grove Subdivision Phase 5 and 6, reviewing the project details, whereby the Gabler's Grove development received preliminary plat approval in 2019; since then, ongoing final plat review and approval have been commencing for the various phases; and Phase 6 of the development includes 54 rear-load townhome units. The planning staff analysis included that the driveway dimensions of the north units are approximately 12'x18', larger than a standard parking stall, and the driveway dimensions of the south units are approximately 18'x10'; due to the inherent design of rear-load type units, the driveways only end up being 3.5 feet to 4.5 feet apart; Title 14 requires driveways to be 10 feet apart from each other; Title 14 allows exceptions to this requirement in cases where aesthetic or other exceptional conditions exist, and Salt Lake County Engineering has recommended that the exception be approved. The

DATE TUESDAY JANUARY 9, 2024

MSD planning staff recommends approval of the proposed driveway layout with the condition that the applicant work with MSD staff and outside review agencies to comply with final plat procedures prior to plat recordation of the associated subdivision.

Mayor Barney asked if this was the same as the approval the Council did in September.

Mr. Cook stated yes.

Mayor Barney stated the street is a private street, which meant that the homeowners association (HOA) would be responsible for plowing, as well as the maintenance and upkeep and any issues there.

Mr. Cook stated that was correct.

Mayor Barney asked what entity would enforce parking.

Mr. Cook stated the HOA would be in charge of enforcing parking. According to the HOA's covenants, conditions, and restrictions (CC&Rs), it did not allow parking outside designated parking areas, so it would be able to go after people who were parking in the roadway.

Council Member Hull, seconded by Council Member Prokopis, made a motion to approve EXP2023-001032, with the conditions the MSD planning staff recommended. The motion passed unanimously.

Google Fiber Utah LLC Franchise Agreement of May 27, 2022

David Brickey stated this past week, Google Fiber began installing fiber in the Magna Metro Township, starting at Buccaneer Drive, but while doing so, it encroached beyond the sidewalk into residents' property. In some instances, that encroachment was as much as four feet to five feet, and the holes dug were anywhere from three feet to four feet deep to accommodate the fiber passing from the roadway, underneath the park strip, underneath the sidewalk, and into the front yards of homes. Google Fiber had also been putting boxes in park strips on the other side of the road. When he became aware of this, he went out and took photos and notified Mayor Barney, whose yard was one of those impacted.

He has been reviewing the Google franchise agreement and meeting with the Greater Salt Lake Municipal Services District (MSD) staff and Salt Lake County, asking them to explain how Google thought it could encroach twelve feet. He could understand it encroaching one foot under the sidewalk, but not twelve feet. There was a cure agreement in the franchise agreement that required the Magna Metro Township to give Google notice if it was unhappy with something Google was doing, and work with it in good faith. The franchise agreement also specified that Google was to try to stay within the public right of way. He asked for permission from the Council to give Google notice that it needed to come to the Council to talk to the Council about why it was encroaching.

Mayor Barney stated he would love Google to meet with the Council. The franchise agreement granted Google the ability to operate within the right of way, but here, it was operating completely out of the right of way. He was concerned about everyone whose property had been affected by this. As a resolution to this, Google began digging and putting the hookup boxes in sidewalks, which looked like sprinkler boxes. Google's justification for not putting those in the park strips was because the park strips on his side of the street had concrete in them. It was mind boggling to him that Google was unwilling to take that concrete out, but it was digging and putting the boxes in the middle of a pedestrian walkway. Down the road, these boxes would be prone to breaking and the sidewalks prone to cracking, whereby pedestrians could trip. Those issues would then become Magna's responsibility to rectify and maintain. He did not know how many other properties had been impacted prior to this, but he would have thought the engineers who issued Google the permits to do this and the MSD would have been inspecting the work.

Council Member Prokopis asked if there was a utility easement on that side of the sidewalk.

Mayor Barney stated there is no easement there. All of the easements in this subdivision, the Reynolds Subdivision, were in the alleyways behind the homes. There is not even a prescriptive easement because the only utilities along the road are water and gas and those all operate within the roadway, not underneath the sidewalk or curb and gutter. The dedicated roadway in the Reynolds Subdivision is 50 feet wide, so the right of way is 25 feet from the side of the road into properties, and what Google dug up was in excess of that.

Council Member Prokopis stated he read that Google could do what it did if it got the homeowner's permission.

Mayor Barney stated he would assume homeowners could grant permission to do whatever they wanted on their property, but in his case, he did not want them to touch his yard.

Mr. Brickey stated the dedication is 50 feet – 25 feet from the center, but Google assumed that took the backyard into consideration.

Council Member Prokopis asked if there was a rear easement.

Mayor Barney stated there is an eight-foot easement on each side of the sixteen-foot-wide alleyway.

Council Member Prokopis stated that would take Google's ability to operate beyond the sidewalk into the front yard.

Mr. Brickey stated Google argued that went twelve feet beyond the back of curve. However, he could only come up with one foot.

Mayor Barney stated he would like the engineering team and inspector to come out and inspect this, and he wanted Google to only be allowed to put boxes in the park strip, not the sidewalk, and only work within the right of way.

Council Member Sudbury stated whenever the Magna Water District disturbed the road, it had to do a cutout and patch afterward.

Mayor Barney stated the franchise agreement allowed Google to microtrench without doing that cut, but it did not specify one-foot-wide holes in front of every home, so he wondered if that qualified for the requirement to do the road cut and repair.

Council Member Prokopis stated he did not think that had to be done unless it was in a lane of travel.

Mayor Barney asked if the Council wanted to give him permission to ask Google to come back and discuss the franchise agreement.

Paul Ashton stated that would need to be done in writing. If the Council authorized that, he would send a formal written notice to Google letting it know it was in violation of the right of way.

Council Member Hull, seconded by Council Member Sudbury, made a motion to authorize Mr. Ashton to move forward with the formal written notice to Google letting it know it was in violation of the right of way. The motion passed unanimously.



Legislative Updates

Paul Ashton reviewed H.B. 35 Metro Township Modifications, stating this is a 313-page bill, but the substance of it is in pages 8-11. The reason it is so long is because the words “metro township” are being repealed from the code, and there are a lot of those words throughout. The conversion process is straightforward. The bill says that as of May 1, 2024, all incorporated metro townships will be converted to a municipality. The metro townships would be cities or towns depending on their population, which meant four of the metro townships would become cities, and the Copperton Metro Township would become a town. Magna would become a town of the fifth class, with a population of 10,000 to 40,000. The bill passed unanimously out of Interim Committee and has a low number, so he anticipated it would go to the floor the first week or ten days unless someone raised objection. Upon passage of the bill the Council would want to decide what it wanted to be called, i.e. just Magna, the city of Magna, or Magna City. He also sent the Council a comparison sheet of the differences between how metro townships and a five-member council were governed. After the bill went into effect, the Council could change its form of government to a six-member council.

Council Member Hull stated the Council would have to redistrict then.

Mr. Ashton stated the Council would have to go from five to four districts or have all council members be at large.

Council Member Prokopis asked if there was any pushback on this bill, other than from the Copperton Metro Township.

Mr. Ashton stated Copperton is in support of H.B. 35. It is actively pushing to get a gas station within its boundaries to give it a revenue stream. Mayor Jennifer Wilson is also in support of the bill, which was a major accomplishment, and he relayed conversations that had taken place with the County over the past six weeks. Then, there were lobbyists trying to get the bill amended; however, they were persuaded to walk away from that. However, other bills will be presented to the Legislature that would impact Magna, and the Council will need to respond to them quickly. He suggested the Council contract with Cory Holdaway again, as he was always at the Legislature and could set meetings up and do other things for Magna. It was also important to be involved with the League of Cities and Towns as well as the Association of Special Districts, as those were two powerful lobbying arms and by combining resources with them, Magna would do better.



Manager's Update

Greater Salt Lake Municipal Services District Economic Development Manager

David Brickey stated he had been asked to participate in the interview process with the Greater Salt Lake Municipal Services District (MSD) to hire an Economic Development Manager. They have held one round of interviews and will be holding the second round this week. He put Marla Howard, General Manager, MSD, in touch with Kent Andersen, Community and Economic Development Manager, Davis County, to talk about what characteristics make a great economic development manager, and he told them the Magna Metro Township Council wanted a person who could help with development on Magna Main Street and throughout Magna.

Council Member Hull stated Adrian West, Salt Lake County Municipal Economic Development Manager, had been doing that. She asked if what he had been doing would now be under the MSD.

Mr. Brickey stated the position with the MSD will replace what Mr. West had been doing.

Council Member Prokopis asked who had the final say on who would be hired.

Mr. Brickey stated the final interviews will be held before the MSD Board of Trustees.

Mayor Barney stated he thought the Economic Development Manager should have connections and experience. Development in Magna has become almost unmanageable, so it needed someone who already knew the ropes.

Mr. Brickey stated he expressed to Ms. Howard that it was critical to have a person who could help people see the benefit of moving forward with a project.

DATE TUESDAY JANUARY 9, 2024

Council Member Hull stated she wanted someone who knew how to deal with absentee landlords and knew what ordinances were needed to help with that.

Mr. Brickey stated if the Council changes its code, the MSD could start addressing those absentee landlords through fee costs, which were included in the last fee restructure.

Council Member Prokopis stated he would like someone who had ties to Magna and had a working knowledge of its history, so the burden would not be on the Council to educate them about its wants and wishes for this corridor.

Paul Ashton stated the Council needed to pay attention to the two redevelopment agency (RDA) areas that still existed in Magna.

Mayor Barney stated he met with Kersten Swinyard, Salt Lake County Senior Economic Development Manager, to talk about the Main Street RDA, and find out who would manage it and whether it would be turned over to Magna when it became a city. He would like to have her meet with the Council to talk about the implications of moving that money to Magna versus leaving it with the County until it gets disbursed. Because of the timeframes for when it had to be disbursed, which were very short, he wondered if Magna would be capable of managing that money within a year.

Parking & Plowing Streets

Mr. Brickey stated this past weekend, the snowstorms significantly impacted residents in the southwest quadrant of Magna. Since not all the roads at the Little Valley Gateway have been released by the developer, Brian Hartsell, Associate General Manager and Treasurer, and Shad Cook, Planner I, MSD, put together a map of the entire area to help identify what streets within the Little Valley Gateway subdivision needed to be plowed. That map is designated with red lines of the Salt Lake County's Public Works Department needed to plow, and delineated those roads that were not yet approved. Some roads were plowed on one side, and not the other. He shared the map with the homeowner association (HOA) to show them where their responsibility was so they could push back on the property owner, D.R. Horton, which needed to do its part to maintain those roads.

Mayor Barney asked if it was D.R. Horton's responsibility to plow a road in one of its developments until it dedicated that road.

Mr. Brickey stated it would depend on whether D.R. Horton had a contractor to do that or not. He was not privy to some of the nuances of the relationships, but he asked the HOA to let him know who it was communicating with and then got a response from Salt Lake County's Public Works who said it put the information into its trucks' global positioning systems. He asked if the Council knew of anyone who was frustrated, to give them his contact information. He has already been contacted by seven people who were upset about the roads.

Council Member Hull stated everyone parks on the streets there, so it will be hard to get plows down them.

Mr. Brickey stated in 2022, the Council passed an ordinance regarding parking when it is snowing that states homeowners with an even numbered address must park on the even side of the road on an even day, and park on the odd side of the road on an odd day, but that seemed to confuse some residents who are violating the ordinance. Some cities who contract with Salt Lake County's Public Works Operations Division restrict parking on the streets when it is snowing and for two hours after it stops snowing, so it can plow them as quickly as possible. If the Council wanted to consider that, he could put it on the February work session agenda. Also, Chief Del Craig relayed to him that the Unified Police Department was going to start issuing citations for violating that ordinance. The Council could consider making that a civil penalty and imposing the responsibility of a vehicle on the owner of the vehicle. At the present time, it is a criminal penalty which requires going before the Justice Court. The town of Brighton changed its penalty to a civil and is working with the Greater Salt Lake Municipal Services District to create an Administrative Law Judge (ALJ) position to hear those citations.

Mayor Barney asked if a civil penalty was a fine.

Mr. Brickey stated it was a fine, and it could not be less than \$25. Then, it could be as much as \$100, depending on the nature of the violation.

Council Member Hull asked if the police issued civil citations.

Mr. Brickey stated the police could issue citations, but so could code enforcement officers.

Council Member Hull stated the reason the Council passed the ordinance was because a lot of the homes in Magna did not have driveways.

Mayor Barney stated a handful of homes do not have driveways, but most do. Some of the streets do not have clearly defined curb and gutter, and some do not have sidewalks. The roads were also extremely narrow, so even if residents parked on only one side of the street, a plow could not safely navigate down them.

Council Member Prokopic stated Public Works Operations should consider purchasing a smaller vehicle to navigate some of the narrower streets.

Justice Court

Council Member Hull asked if the Magna Metro Township was still connected to the Salt Lake County Justice Court this year.

Mr. Brickey stated it is, and the Greater Salt Lake Municipal Services District (MSD) has that on its agenda for tomorrow for discussion. The Salt Lake County Council is continuing to push forward with the dissolution of that court.

DATE TUESDAY JANUARY 9, 2024

Paul Ashton stated an entity had to get legislative approval to abolish a Justice Court, and that took time. The MSD has requested the County return almost \$1 million of the reserves to the metro townships, which they paid over the years.

Mr. Brickey stated at the last MSD Board of Trustees' meeting, the board approved asking the court to return \$1.5 million to the MSD.

Unified Fire Authority

Council Member Hull announced that Fire Station 102 is open, and the grand opening will be held Tuesday at 1:00 PM. She asked that the Council get the word out on its website and on social media.

Mr. Brickey stated he would get help posting that to the Council's website and its Facebook page.

Magna Metro Township Website

Mr. Brickey stated he is continuing to work with CivicPlus on the Magna Metro Township's website redesign. If Council Members see a website they like, he asked that they send him the link and let him know what appealed to them about that, and he would then share that with the programmer. Changes to the redesign can be made for the next 30 days.

Council Member Prokopis stated people are moving away from websites and social media is taking over. He wondered if Magna's website had value. If it was only getting 10 clicks a month, it was probably not worth continuing. He wanted to see some metrics on that activity as this went forward.

Mr. Brickey stated knowing what people were clicking on was helpful in designing a webpage.

Council Member Hull stated people were going to social media, but there needed to be a list of resources or ordinances available somewhere. She suggested having links on Magna's social media page to take people to those resources.

Council Member Prokopis stated he did not think the Council could get away from having a website, but he wanted to talk about how much of an investment the Council wanted to put into it.

Mr. Brickey stated when the Council first started negotiating for this design rebuild, the proposed cost was \$13,000, but it was negotiated down to \$6,300.

Workshop Meeting

Council Member Prokopis stated this meeting was listed as a workshop meeting, but the Council has made a lot of decisions today. He did not want to get sideways and be making

DATE TUESDAY JANUARY 9, 2024

decisions in meetings listed as workshops. The Council might need to list both meetings in a month as Council meetings, not workshop meetings.

Council Member Hull suggested holding the workshop at the beginning of a meeting, followed by a meeting where decisions could be made.

Council Member Pierce stated the Council was doing that when she started her term, and she had felt it was redundant to talk about things in both meetings.

Mayor Barney stated he thought the workshop meetings were valuable because it gave the Council a chance to discuss something and then think about it before it made a decision.

Council Member Prokopis stated he agreed the Council needed to review some things before making a decision, but it could make a decision on other things the first time it heard them. If it was going to be making decisions in a meeting, it needed to notice the meeting as a regular meeting.



Closed

Council Member Prokopis, seconded by Council Member Hull, moved to close the meeting to discuss the purchase, exchange, or lease of real property, as well as personnel. The motion passed unanimously.



THERE BEING NO FURTHER BUSINESS to come before the Council at this time, the meeting was adjourned.

LANNIE CHAPMAN
METRO TOWNSHIP CLERK

By _____
Deputy Clerk

CHAIR, MAGNA METRO TOWNSHIP COUNCIL



DATE

TUESDAY

JANUARY

9, 2024

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

DATE TUESDAY JANUARY 23, 2024

THE MAGNA METRO TOWNSHIP COUNCIL, STATE OF UTAH, MET ON TUESDAY, JANUARY 23, 2024, PURSUANT TO ADJOURNMENT ON TUESDAY, JANUARY 9, 2023, AT THE HOUR OF 5:30 PM, AT THE WEBSTER CENTER AT 8952 WEST MAGNA MAIN STREET (2700 SOUTH), MAGNA, UT 84044.

COUNCIL MEMBERS PRESENT: ERIC BARNEY
AUDREY PIERCE
STEVE PROKOPIS
MICK SUDBURY

COUNCIL MEMBERS EXCUSED: TRISH HULL

OTHERS IN ATTENDANCE: PAUL ASHTON, LEGAL COUNSEL
DAVID BRICKEY, MANAGER

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

Mayor Eric Barney presided.

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

Closed

Council Member Sudbury, seconded by Council Member Prokopis, moved to close the meeting to discuss litigation, the purchase of real property, and personnel. The motion passed unanimously.

The Council reopened the meeting during the closed session.

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

Pledge of Allegiance

The Pledge of Allegiance to the Flag of the United States of America was recited.

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

Public Comment

Dan Peay stated he had received calls about notices being put on telephone poles and left there for months. He thought something should be done to prevent that from occurring. Other cities, like Daybreak, and subdivisions with homeowner associations do not allow that.

DATE TUESDAY JANUARY 23, 2024

Johnny Aguilar stated he and his wife lived on a street that was very dark, as there was no light pole, nor was there a sidewalk. He asked if something could be done about that. He also shared a water meter with an adjacent homeowner. He would like a separate water meter, but he was told it would cost \$50,000 for that.

Mayor Barney suggested Mr. Aguilar give his contact information to the Magna Metro Township Manager.

Council Member Sudbury stated he would check with the Magna Water District about the shared water situation.



Google Fiber

Alberto Garcia, Government and Community Affairs Manager, Google Fiber, stated Google Fiber wants to collaborate with the Magna Metro Township and be good partners with it. He understood an issue had arisen, and he wanted to address the concerns.

Mayor Barney stated the Magna Metro Township received a number of phone calls and emails from residents who were concerned with Google Fiber digging up their yards while installing Google fiber. Google Fiber is not installing fiber within the requirements of the franchise agreement with the Magna Metro Township, specifically, within the right-of-way. Unfortunately, Salt Lake County Public Works Engineering's maps do not align with what is on the ground. For example, the map of Buccaneer Drive lists a 30-foot-wide back of curb, with a 50-foot road dedication. However, in some areas on Buccaneer Drive, the back of curb is 40 or 45 feet, and that does not give the contractor the right to go ten to twelve feet onto people's property to install fiber. He wanted to ensure residents' private property rights were preserved and maintained, and the rights-of-ways were respected and adhered to.

Council Member Sudbury stated he also noticed Google Fiber was digging in the sidewalks. That could cause future problems with sinking sidewalks, potentially resulting in people getting injured and the Magna Metro Township being liable. He asked why those boxes were not installed in the park strips.

Dan Bartleson, Head of Metro Technical Operations, Google Fiber, stated Google Fiber has installed thousands of boxes within sidewalks, and it does maintain the sidewalks. If a sinkage did occur, Google Fiber would replace the sidewalk. That is a safety issue. When there are gas or water lines in a park strip, the only place to install a box is within the sidewalk. Google Fiber is currently reviewing the remaining areas where it planned to install the boxes in the Magna Metro Township, and if it needed to put them in sidewalks, it would either seek approval from the Magna Metro Township or bypass those residents who would then not get service.

Mayor Barney stated to comply with the agreement, Google Fiber needed to install the boxes in the park strip or where there is available right-of-way in the back of a sidewalk. If it could not do that, there would need to be a review process.

DATE TUESDAY JANUARY 23, 2024

Council Member Prokopis asked what the timeline was for the installations to be complete.

Mr. Bartleson stated Google Fiber had scheduled installations through 2024, but due to adjustments to accommodate Magna Metro Township residents, he could not give the Council a confirmed final date.



Unified Police Department Report

Chief Del Craig presented the December crime statistics, reporting that crime was a little lower December 2023, compared to December 2022, and there had been an overall decline throughout the end of the year. However, family offense calls were still high. The Magna Precinct is having weekly meetings to seek ways to turn that trend around. It is doing lethality assessments on all domestic violence situations to try to head off worst case scenarios and following up with advocacy and help, but 99 percent of the time, that comes after a report of violence or problems in the home. The Magna Precinct is visiting schools, too, to try to build relationships with the youth to address any trauma issues, and it will start meeting with the Cyprus Network regularly. Then, it is putting together a resource list to provide consistent wrap-around services or referrals to families needing counseling, education, etc. He noted that the crime map for December listed one drive-by shooting, but that was actually a vandalism. An individual having a drug-induced psychotic episode stole a car and went on a rampage backing into other cars here in Magna, as well as in Sandy City and West Valley City, and he put bullet holes into the vehicle. He was captured and is currently in jail.



Financial Report

Dave Sanderson reviewed the financial report, stating revenue will increase by \$1 million to \$1.2 million from what today's report shows, as there will be two more sales tax accruals, at about \$425,000 each, and a Class C Road adjustment. Expenses for administration should not change. About \$200,000 from excess and the administration budget will be transferred into the Capital Projects Fund. Then, the Pleasant Green Cemetery is about \$44,000 in the deficit, but it was in the positive last year, and Communities that Care is about \$6,000 in the positive.



Community Stakeholder Reports

Fourth of July

Kari Duckworth stated the 4th of July committee had its first meeting last Thursday. The committee talked about having an open forum with parade participants to discuss what could be improved on, and to inform them of changes the committee would like to make so

they were not blindsided by changes. The committee also talked about doing more spectacular fireworks this year, and just making the event better overall.

A few months ago, she was told the 4th of July budget would be increased by \$5,000. There is also \$11,000 in under expend from the past two years. The committee wanted to spend a little more this year than it did in the past to provide as many activities as possible to attract more people to the park before the fireworks. It received a lot of feedback about people wanting to see more carnival type activities.

Pleasant Green Cemetery

Sharon Nichols stated the Pleasant Green Cemetery had one full burial this month. In 2023, it had 22 burials, sold 74 plots, and set 28 headstones. Those 2023 burial records have been sent to the State and accepted. The Pleasant Green Cemetery has an upcoming burial. A family wants a deceased father buried by the deceased mother. The cemetery did not have the mother recorded in the computer, but with the help of a family member, she found the headstone and was able to get that burial recorded. The father will now be able to be buried by the mother. Two burials for that family were recorded, one on the south end and one on the north end of their plots. One of those burials is for a Mary, but the family does not know of a Mary. She would have to do more research to see if she could locate exactly where Mary was buried. That grave may turn up when digging is done for the father. She was also going to start looking for other headstones that were not recorded as the weather improves. Then, the State asked for her help in finding information on records from 2010, 2011, and 2012.

Council Member Pierce asked if the ground-penetrating radar (GPR) recognized graves.

Ms. Nichols stated the GPR showed where there was an anomaly in the ground, and the shape and size of a box, but it was not able to identify anyone. It was useful in marking where families could put headstones.

Magna Chamber of Commerce

Council Member Pierce stated she attended last week's meeting, at which one of the main topics was to do some additional marketing to bring in more members, and to provide things to the community that it wanted in order to increase membership.

Code Enforcement

David Brickey stated Alicia Gonzalez, Code Enforcement Officer, Greater Salt Lake Municipal Services District (MSD) asked that he give the report tonight, as she was unable

to attend. This past month, there were 50 cases opened, 7 cases closed, and 13 new cases. Code Enforcement lost one officer who was very engaged and helpful to the Magna community. A new officer will be starting on January 29th. Another officer has been working on the older side of town and he has gotten some homeowners to start cleaning up their properties. Ms. Gonzalez would like to talk to the Council to learn what its expectations are of Code Enforcement. He would reach out to each Council Member to suggest some dates to meet with her.

Council Member Pierce asked if former Mayor Peay had been meeting with Code Enforcement regularly.

Mr. Brickey stated the officer who left the MSD had been meeting with former Mayor Peay on cases that were brought to his attention by the Mayor or a community member. That officer also met with him the last couple of months before he left. He would try to establish that same relationship with the new officer.



Action Items

Ordinance No. 2024-O-01

Brian Tucker, Planning Manager, Greater Salt Lake Municipal Services District, reviewed the proposed amendment to the Magna Subdivision Ordinance, Title 18 of the Magna Municipal Code, to comply with review timeframes, review cycle limits, land use authority designations and other amendments mandated by SB174 Local Land Use and Development Revisions.

Jay Springer, Attorney, Smith Hartvigsen, reviewed SB 174, which was enacted in the 2023 General Session, and went into effective May 2023. At that time, it was an unfunded mandate, whereby every city and county in the state would have to enact changes to their subdivision ordinances. Then, funding became available in November, through the Department of Workforce Services, with mandates attached to it. To comply, cities and counties with 5,000 or more residents have until February 1, 2024, to adopt the amendments. The smaller cities and counties have until December 31, 2024, to adopt them. He has been working with the Greater Salt Lake Municipal Services District (MSD) and the Magna Planning Commission on these amendments.

The new legislation established a new designation of administrative land use authority, and it prohibited a Council from being involved in a subdivision approval process for single-family, two-family, or townhome subdivisions. The legislation also established a series of stringent timelines and requirements for the approval process for single-family, two-family, and townhomes subdivisions, which he reviewed. He anticipated there would be some changes at the Legislature.

Council Member Prokopis asked what funding was being provided and what would have to be implemented to get that funding.

DATE TUESDAY JANUARY 23, 2024

Mr. Springer stated the State appropriated \$3.3 million, and it put out a Request for Proposal (RFP) to a limited number of planners and attorneys who were qualified. Smith Hartvigsen responded to the RFP. It will now be doing all the administration and submittal of this ordinance. Then, it will invoice the Department of Workforce Services, which will pay it directly. Neither the municipalities nor the MSD will receive this funding.

The Magna Metro Township Council was allocated \$14,000 toward that administrative time, and Smith Hartvigsen has not used anywhere close to that amount of funding. If the Council adopted this ordinance tonight, Smith Hartvigsen would continue meeting with the MSD and Council staff to work on cleaning up other ordinances to make sure there were no conflicts, figure out how to implement this, and train for it. Then, after the legislative session was over, it would want to follow up to make sure other issues had not been created by implementing this.

Council Member Prokopis asked who the land use authority would be.

Mr. Springer stated the ordinance, as written, says it could be a planning commission, or director or designee.

Mr. Tucker stated the MSD staff wanted to be the administrative land use authority for anything fewer than five lots that did not require a new road to reduce the length of time it took for approval.

Paul Ashton stated the Magna Planning Commission wanted to be the land use authority for all subdivisions. The Council will have to make that decision when it approves the ordinance tonight.

Mr. Todd Richards, Magna Planning Commission stated the Planning Commission just wanted to have another set of eyes look at requests, rather than just staff.

Mr. Springer stated the Council could have staff be the approval authority for small subdivisions where no new road was created; the Magna Planning Commission be the preliminary approval authority for all single family, two family and townhomes; and the Council be the approval authority for commercial, mixed-use, planned unit developments, and industrial. The MSD staff recommended approval of the ordinance, subject to non-substantive changes to clean it up and make it presentable for adoption.

Mr. Tucker stated the MSD staff made non-substantive changes to align with Utah State Code; better clarify language; correct grammar; and for technical precisions to mirror the County Surveyor's changes.

Council Member Prokopis stated he was in favor of saving the developer time and would trust staff to handle minor subdivisions.

Council Member Pierce stated she liked the idea of all requests going through the same process but did not want to argue against saving somebody time for a minor subdivision.

Council Member Prokopis asked who would hear appeals.

DATE TUESDAY JANUARY 23, 2024

Mr. Springer stated standard appeals would be heard by a land use hearing officer, with the exception of an appeal from a subdivision improvement plan, such as for roads, sewer, etc. That would have to go through an expert committee, appointed by the developer, the city, and a neutral. That is in state law, and it was not changed.

Mayor Barney stated he was also in favor of staff making the determination on small subdivisions. Having those go to the Planning Commission seemed excessive.

Mayor Barney, seconded by Council Member Sudbury, moved to approve the following Ordinance 2024-O-01, with the designation that staff shall be the administrative approval authority for fewer than five-lot subdivisions that did not have new roads, subject to non-substantive and technical changes. The motion passed unanimously.

ORDINANCE NO. 2024-O-01

DATE: January 23, 2024

AN ORDINANCE OF THE MAGNA METRO TOWNSHIP COUNCIL AMENDING
SUBDIVISION PROVISIONS AND PROCEDURES

WHEREAS, the Magna Metro Township is a municipality and has authority to regulate subdivisions in general pursuant to Utah Code Ann. Subsection 10-3c-103(2); and

WHEREAS, revisions to the existing Subdivision Ordinance of the Magna Metro Township are required to comply with Senate Bill 174 (2023); and

WHEREAS, the Magna Metro Township has authority to adopt subdivision regulations and procedures pursuant to Utah Code Ann. § 10-9a-501 or identify other statute or ordinance that provides authority in accordance with the Municipal Land Use, Development, and Management Act, Title 10, Chapter 9a, Utah Code, to establish an administrative land use authority for subdivisions and other provisions as necessary and appropriate to comply with Senate Bill 174 (2023); and

WHEREAS, the Council deems it necessary to amend its ordinances accordingly, and for the protection and preservation of public health, safety, and general welfare.

NOW THEREFORE, BE IT ORDAINED BY THE MAGNA METRO TOWNSHIP COUNCIL as follows:

1. Title 18 is repealed and replaced to read as shown on Attachment A to this Ordinance:
2. Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.
3. Effective Date. This Ordinance will take effect immediately upon posting and publication as required by law.

DATE TUESDAY JANUARY 23, 2024

PASSED AND ADOPTED this 23rd day of January, 2024.

MAGNA METRO TOWNSHIP

BY: /s/ ERIC G. BARNEY
Mayor

ATTEST:

/s/ LANNIE CHAPMAN
Salt Lake County Clerk
Metro Township Clerk/Recorder

Ordinance No. 2024-O-02

Brian Tucker, Planning Manager, Greater Salt Lake Municipal Services District, reviewed a proposed amendment to Section 19.12.030 of the Magna Zoning Ordinance to reduce the number of planning commission members from seven with two alternates to five with two alternates, and to consider lowering the minimum number of “yes” votes necessary to carry an action of the commission from four to three attending members. In late November or early December, the Council passed a resolution to do this, but it also had to be done in ordinance. The Magna Planning Commission reviewed this and recommended approval.

Council Member Pierce stated she did not remember the Council passing anything and thought it forwarded the ordinance to the Planning Commission for its recommendation.

Council Member Barney stated that was correct, and the Planning Commission is now giving the Council its recommendation.

Council Member Pierce stated she agreed with this because the Planning Commission has had difficulty keeping enough members to maintain a quorum.

Council Member Pierce, seconded by Council Member Sudbury, moved to approve the following Ordinance 2024-O-02. The motion passed unanimously.

ORDINANCE NO. 2024-O-02

DATE: January 23, 2024

AN ORDINANCE OF THE MAGNA METRO TOWNSHIP COUNCIL AMENDING
THE ORGANIZATION OF THE PLANNING COMMISSION

WHEREAS, the Magna Metro Township has the authority to enact ordinances establishing and organizing a planning commission in pursuant to Utah Code Ann. Subsection 10-9a-301; and

WHEREAS, the Magna Metro Township relies on its planning commission to make recommendations on land use ordinances and issues; and

DATE TUESDAY JANUARY 23, 2024

WHEREAS, the Magna Metro Township relies on its planning commission to make administrative decisions on land use applications; and

WHEREAS, the Magna Metro Township desires a planning commission organized in a manner that ensures that planning commission seats can be filled, quorums can be assembled, and actions taken in a timely and routine manner; and

WHEREAS, the Council deems it necessary to amend the organization of the planning commission accordingly, and for the protection and preservation of public health, safety, and general welfare.

NOW THEREFORE, BE IT ORDAINED BY THE MAGNA METRO TOWNSHIP COUNCIL as follows:

1. Section 19.12.030 is repealed and replaced to read as shown on Attachment A to this Ordinance:
2. Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.
3. Effective Date. This Ordinance will take effect immediately upon posting and publication as required by law.

PASSED AND ADOPTED this 23rd day of January, 2024.

MAGNA METRO TOWNSHIP

BY: /s/ ERIC G. BARNEY
Mayor

ATTEST:

/s/ LANNIE CHAPMAN
Salt Lake County Clerk
Metro Township Clerk/Recorder



Manager Updates

Coronavirus, Aid, Relief, and Economic Security (CARES) Act

David Brickey stated the Council needed to resolve its expenditures for Coronavirus, Aid, Relief, and Economic Security (CARES) Act money, prior to the end of this year. It will take some time to study which projects to put that toward, but if the Council did not make that decision by then, the money would no longer be available.

DATE TUESDAY JANUARY 23, 2024

Mayor Barney asked if the funds had to be spent or just allocated.

Paul Ashton stated the money had to be committed.

Mayor Barney asked if the Council actually had to have a contract with someone who would provide the service for a project in order to get the money.

Mr. Brickey stated yes.

Meetings

Mr. Brickey stated he would like the Council's feedback as to how it wanted to set administrative goals. He could schedule an hour at a future work session or schedule time separately from a meeting. With regard to scheduled meetings, the first meeting of the month would continue to be a work session, and the second meeting would be to address business matters.

Webpage

Mr. Brickey stated the Council will begin redesigning its web page on January 31, 2024. The Greater Salt Lake Municipal Services District (MSD) shared 14 websites that Civic Plus has used or is using, and he sent those to Council Members. If Council Members liked any of those websites, he asked that it let him know which one, so that design could be implemented. Mayor Barney already shared some comments with him about what Magna looked like today, and he passed those comments along to Civic Plus. He also asked that Council Members let him know if they want the existing Magna Metro Township logo redesigned.

Council Member Barney stated depending on what happened with HB 35, "metro township" might no longer be part of Magna's name.

Council Member Pierce asked if there would be a separate fee for the new design of the Council logo if it chose to change that.

Mr. Brickey stated no, that was already paid for.

HB 35

Mr. Brickey stated Maridene Alexander, Communications Manager, Greater Salt Lake Municipal Services District, has put together a flyer postcard that will be sent to every resident in anticipation of HB 35. On one side of the postcard, it will have a description of the new name; and on the backside, it will have an explanation of what would happen if the legislation passed. One concern from the public is what taxation would look like, since the Council would have the authority to implement a property tax increase. He will send the postcard to each Council Member for their comments. HB 35 is currently on the House Floor.

DATE TUESDAY JANUARY 23, 2024

Paul Ashton stated he anticipated the bill would pass out of the House in the next two days and then go to the Senate for consideration.

Council Member Prokopis stated he thought it was important that the public knew the bill was initiated by the Legislature and not the metro townships for the purpose of imposing a new tax. He hoped the postcard touched on that.

Mr. Brickey stated if the bill passes, he could ask that something be put on the Council's Facebook and webpage to link to the bill, so the public could start reading it right away.

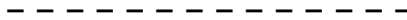
Mr. Ashton stated he thought Ms. Alexander did an excellent job on the postcard. It was simple, and it should be. He did not want the public getting confused by trying to read a 300-page bill. There were only two changes from going from a metro township to a city, the first of which was a mayor would be elected at large in two years. Then, it would give the Council the power to impose property tax if it chose to do that, and the push behind that by the Legislature was because of the law enforcement issue.



Council Reports

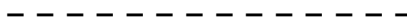
Magna Mosquito Abatement District

Council Member Pierce stated the Magna Mosquito Abatement District Board of Trustees is planning arrangements to attend annual conferences, which will be held in the next couple of months. Nothing else is happening with the district, as it is in a lull for the season.



Emergency Management

Council Member Pierce stated the Greater Salt Lake Municipal Services District (MSD) sent out an email regarding emergency management and is moving forward on its contract with the Magna Metro Township. She thanked Jake Carpenter, Social Media and Website Manager, for pushing some of the Magna Metro Township's emergency information through, especially during the storms. There was a little more focus on trying to get people to do their own personal preparedness, rather than just noticing a storm coming. Information is also going to be sent out to try to get more community engagement.



Unified Police Department (UPD) / Salt Lake Valley Law Enforcement Service Area (SLVLESA)

Council Member Prokopis stated the UPD is continuing to work on its reorganization process, without the Sheriff's involvement. Over the last month to month-and-a-half, the Sheriff has been trying to persuade members of SLVLESA to get services from her office. Meetings between the Sheriff and the SLVLESA members have been taking place, one on one.

The Sheriff is requesting to be on the Magna Metro Township Council's agenda in the near future to make a sales pitch for all the townships to go back to her for services. At this time, he was not swayed to get services from the Sheriff. The UPD has three large cities as members, which brings economies of scale. The bigger the base, the cheaper the cost for everybody, especially in law enforcement. Soon, the Council will need to make the final decision on which entity to go with for its law enforcement services.

The Council got a draft organization or chart from the UPD of what it would look like without the metro townships if they went back with the Sheriff. There is concern about the future of SLVLESA without the Sheriff, as well as what funds might be required of the new Sheriff's Office. There is a number attached to the Sheriff's proposal, but the Magna Metro Township needed to see that number before it could make a decision. It needed all of the numbers to compare them. The actual separation of the Sheriff from the UPD will take place July 1, 2024.

Paul Ashton stated the meeting with the Sheriff will be held February 6, 2024. He sent some documents to the Council, including a draft of the interlocal agreement. He asked Council Members to get together with him and Council Member Prokopolis if they had any substantive changes. He also congratulated Council Member Prokopolis for being elected Chair of SLVLESA.

- - - - -

Greater Salt Lake Municipal Services District (MSD)

Mayor Barney stated at the last MSD meeting two weeks ago, the board approved an agreement between the MSD and the Utah Department of Transportation (UDOT), whereby UDOT will provide \$160,000 of Railroad Crossing Safety Grant funds to be used for the construction of the sidewalk and railroad crossing on 8400 West in the Magna Metro Township.

Council Member Prokopolis asked if that was enough to cover the cost. He thought the cost was \$1 billion, plus.

Paul Ashton stated no.

Mayor Barney stated 20 feet of sidewalk is \$1 million. He thought the grant funding was to do the planning. During the meeting, the board also discussed HB 35. That will require the MSD change from a calendar year to a fiscal year, which will run from July 1st through June 30th. Magna Metro Township's 2024 budget included some earmarks intended to be spent in the later half of the year, so the budget cannot just be split in half. One of Magna's big budget items is the 4th of July event. The Council will probably need to set time to discuss its budget.

Mr. Ashton stated the Magna Metro Township would need to adopt a new budget in May and hold a public hearing then. It should start working on the budget in the next month or so.

DATE TUESDAY JANUARY 23, 2024

Mayor Barney stated the MSD also discussed trying to find new office space outside of the County Government Center. Being in that building creates confusion about how the MSD operates.

Council Member Pierce asked if the MSD would push additional costs onto the Magna Metro Township.

Mayor Barney stated the MSD currently operates on sales tax from its participating members and revenue that is brought in from contract cities. Once it had property tax authority, it would have to increase those taxes to build a new building, and it would have to hold a Truth in Taxation meeting before it could do that.

Council Member Prokopis stated he assumed the County was charging the MSD for space.

Mayor Barney stated a new building would require additional funding over and above what the MSD was currently paying.

Mr. Ashton stated the MSD would have to give the County notice that it was vacating the building.

Unified Fire Authority (UFA)

Council Member Prokopis stated the UFA had its grand opening for the new fire station on Magna Main Street. Both stations are now fully operational 24/7.

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

THERE BEING NO FURTHER BUSINESS to come before the Council at this time, the meeting was adjourned.

LANNIE CHAPMAN
METRO TOWNSHIP CLERK

By _____
Deputy Clerk

CHAIR, MAGNA METRO TOWNSHIP COUNCIL

DATE

TUESDAY

JANUARY

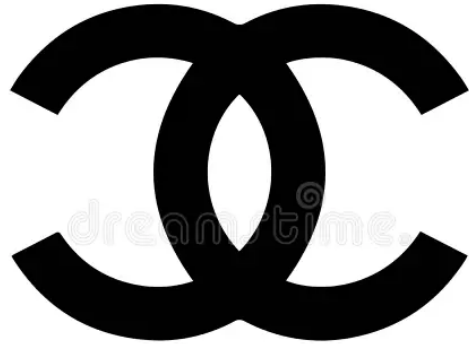
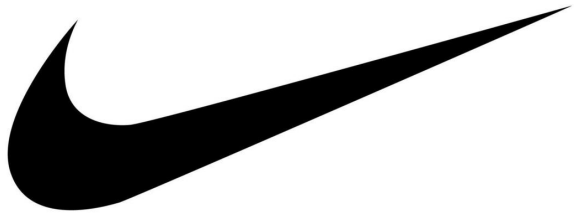
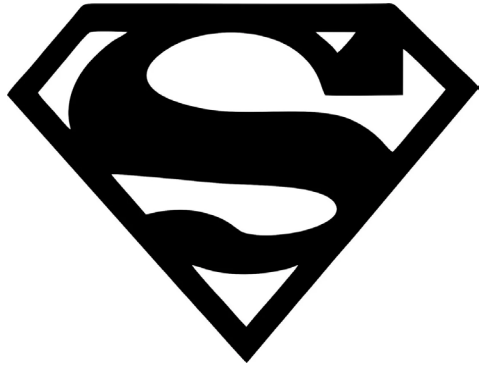
23, 2024

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆
◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆
◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

Magna Council Presentation

March 12, 2024

Magna logo designs



5

Characteristics of a Good Logo Design

- **Simple.** Many of the most impactful and successful logos in history are surprisingly simple and recognizable. Avoid too much detail.
- **Memorable.** It should make an impression and be easy to recognize.
- **Versatile.** It should adapt across a variety of mediums and sizes. The logo can be scaled up or down and it is still readable. It should work well in black and white or color printing.
- **Relevant.** The first quality great logos share is that they're relevant to the community.
- **Timeless.** A logo that grows with your community and is still relevant into the future.



Other Utah City Logos

1



2



3



4



5



6



7



8



9



10



11



1



2



3



4



5



6



MAGNA

7



MAGNA

8



MAGNA

9



MAGNA

10



MAGNA

11



MAGNA

1



2



3



4



5



6



7



8



9



10



11



REVISED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
BETWEEN PUBLIC ENTITIES TO CREATE AND GOVERN
THE UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE “UPD”

This Revised and Restated Interlocal Cooperation Agreement (the “2024 Agreement”) is made and entered into as of the 1st day of July, 2024, to be effective when all of the conditions identified in Section 16 of this Agreement have been satisfied, by and among the CITY OF HOLLADAY (“Holladay”), MIDVALE CITY (“Midvale”), MILLCREEK (“Millcreek”) and the TOWN OF BRIGHTON, all municipal corporations and political subdivisions of the State of Utah; and, COPPERTON METRO TOWNSHIP (“Copperton”), EMIGRATION METRO TOWNSHIP (“Emigration”), KEARNS METRO TOWNSHIP (“Kearns”), MAGNA METRO TOWNSHIP (“Magna”), and WHITE CITY METRO TOWNSHIP (“White City”), all incorporated metro townships and political subdivisions of the State of Utah. All of the above may be referred to individually as a “Member” and collectively as the “Members.” The interlocal entity created and governed by the Members is referred to as the UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE (the “UPD”).

RECITALS

A. Several of the Members as well as other entities no longer affiliated with the UPD, established the UPD via interlocal agreement effective January 1, 2010, which was also subsequently amended (“the Agreement”).

B. The original membership of the UPD has changed over the course of its history. The cities of BLUFFDALE, HERRIMAN, RIVERTON and TAYLORSVILLE have exited UPD. MIDVALE, MILLCREEK, the Town of BRIGHTON, COPPERTON METRO TOWNSHIP, EMIGRATION METRO TOWNSHIP, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, and WHITE CITY METRO TOWNSHIP joined the UPD.

C. Throughout these changes and since its creation in 2010, the UPD has been a provider of law enforcement and related services to its member municipalities and unincorporated Salt Lake County.

D. H.B. 35 *Metro Township Modifications* has been introduced in the 2024 Utah Legislative Session which, if passed, will convert Copperton, Emigration, Kearns, Magna, and White City from metro townships into municipalities.

E. In July of 2024, Salt Lake County will exit membership of the UPD and UPD will no longer be rendering service to Salt Lake County.

F. The Members to this 2024 Agreement desire that UPD continue to provide law enforcement and related services to the Members. The Members recognize that the depth of service provided by the UPD ensures that their communities are receiving consistent and high-quality service.

G. Because of the significant changes in the membership of the UPD, the upcoming departure of Salt Lake County, the potential conversion of metro townships to municipalities, numerous amendments to the 2010 Interlocal, as well as lessons learned since its creation in 2010, the Members agree that a revised and restated interlocal agreement is the best means of setting forth the terms and conditions of the continued existence and governance of the UPD. This 2024 Agreement is therefore intended to revise and replace, in its entirety, the 2010 Agreement establishing the UPD, including any amendments thereto.

H. Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), the Members, all of which are “public agencies” for the purposes of the Interlocal Cooperation Act, are authorized to enter into this 2024 Agreement, to maintain an interlocal entity for the law enforcement and related services to the Members.

I. The Members desire to enter into this 2024 Agreement to affirm the continuation of the UPD, refine the description of its membership, and revise the governance of and terms and conditions of service by the UPD.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Members and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

1. Interlocal Entity. Pursuant to the Interlocal Cooperation Act, the Members agree to the continued existence of the Unified Police Department of Greater Salt Lake as a separate political subdivision and body politic and corporate of the state of Utah, as established pursuant the 2010 Agreement, subject to the revised and restated terms and condition found in this 2024 Agreement.

2. Name. The legal entity will continue to be known as the Unified Police Department of Greater Salt Lake.

3. Summary of Scope of Services to be Provided by UPD. The scope and type of services provided to the Members by UPD will be determined through the regular adoption and maintenance of a strategic plan and UPD policies, adherence to standards of emergency response coverage, and the annual budget process as determined by the UPD's Board of Directors.

4. Service Delivery.

a. Generally. The UPD will deliver its services through precincts located in its Coverage Area and centralized shared services. The definitions of precinct and shared services below are meant to be a general guideline subject to revisions by the UPD Board. Some

services listed as precinct or shared services may be moved from one category to another as deemed appropriate by the UPD Board without the need to amend this Interlocal.

b. Precinct/Basic Services: Personnel, supplies, and equipment assigned to specific precincts or geographical areas as necessary to provide law enforcement services to the citizens within the Coverage Area as determined by the Board to include, but not limited to, patrol officers to respond to emergency and nonemergency calls for service, traffic enforcement, community-oriented policing officers, and property crime detectives.

c. Shared Services: Services provided by the UPD, either directly or by contract, and shared among the Members, subject to annual funding and Board approval, include but are not limited the following:

1) Administrative Services. Personnel, supplies, and equipment necessary to administratively support a law enforcement service agency and administer grants and monies as determined by the Board to include, but not limited to, command staff, human resources, financial services, legal services, insurance, outside counsel, expert services and consultant fees, risk management, media services, records management, production and GRAMA response.

2) Crime Prevention Services. Personnel, supplies, and equipment to support a crime prevention unit as determined by the Board to include, but not limited to, community-oriented policing support, assisting businesses within the Coverage Area with crime prevention strategies and techniques, coordinating neighborhood watch organizations, crime analysis, and public education through presentations to community organizations.

3) Investigative Services and Multijurisdictional Task Forces. Personnel,

supplies, and equipment to support specialized investigative units as determined by the Board to include, but not limited to, Violent Crimes Unit (robbery, homicide, adult sex crimes), Special Victims Unit (domestic violence, juvenile sex crimes), and participation in multi-jurisdictional task forces such as the Metro Gang Unit, Metro Narcotics Unit, Mental Health Unit, CAR Team, Public Order Unit, forensics and crime lab services and other task forces.

4) Training Services. Personnel, supplies, and equipment to support a training unit as determined by the Board to include, but not limited to, range and weapon certification, annual certification training, recruit training, and supervisory training.

5) Logistics Services. Fees for dispatch, including VECC or any successor agency, personnel, supplies, and equipment to support a logistics unit as determined by the Board to include, but not limited to, property and evidence storage and security, communications, and fleet services.

6) Special Operation Services. Personnel, supplies, and equipment to support a special operations division as determined by the Board to include, but not limited to, special weapons and tactics team (S.W.A.T.), canine unit, and supervision of crossing guards.

5. Member Fee.

a. Fees and costs for services attributable to the Member Fee will be based upon the member's precinct services and its proportionate share of shared services, based upon a shared service formula adopted by the board. The member fee will also include any precinct specific enhanced services. The budget will be transparently prepared and stated with reasonable

specificity in each annual budget adopted by the UPD Board. The Board will adopt policies and/or resolutions that provide guidance for the development of the budget. Members will be provided with reasonable notice prior to any proposed change in the level of services or reallocation of UPD resources compared to the prior fiscal year. Each Member will be charged an individual Member Fee.

b. The Salt Lake Valley Law Enforcement Service Area (SLVLESA) and other special districts created hereafter to fund law enforcement services may pay the Member Fees for service area or district members. In the event that SLVLESA or any other special district does not pay for any portion of a Member Fee for one of its members, each Member is responsible for paying the balance of its Member Fee.

6. Fiscal Year and Budget Deadlines: The UPD shall operate on a fiscal year basis beginning July 1 and ending June 30 of the following year. The UPD administration will propose a preliminary budget increase maximum (PBIM) for the upcoming fiscal year and submit it to the UPD Board no later than the regularly scheduled March meeting. The PBIM shall be an aggregate of all UPD Shared Services budgetary expenditures, excluding any grant or other revenue-neutral, outside-funded expenditures. Expenditures that are unique to a precinct and funded only by one UPD Member may be excluded from the expenditures used to calculate the PBIM. All other budgetary deadlines will follow Utah law to approve a budget for the upcoming fiscal year.

7. Department and Member Fund Balances: Department Fund Balances are separate from Member Fund Balances and Department Fund Balances will be regulated by statute and UPD budget policies. The Unified Police Department of Greater Salt Lake recognizes the existing Member Fund Balances carried over from FY 2023-2024 for each Member Special Revenue Fund. Member Fund Balance constitutes money budgeted, but not spent, in member funds during the

previous fiscal year. Member Fund Balances can be carried over and used for UPD purposes by the Member or returned to the Member. The Member Fund Balance may be paid to a vested departing member in good standing after withdrawal. The Board shall have the authority to establish policies that recognize, define, limit, or eliminate these funds going forward but cannot eliminate the existing funds in the Member Precinct Funds.

8. PBIM Override. The PBIM shall be a budgetary guide for the development of the budget for the upcoming fiscal year. In the event the UPD Board considers the approval of the annual budget or a subsequent budget amendment that exceeds the PBIM for the fiscal year, the original budget or amendment shall only be approved upon a super majority 75% weighted vote. The weighted vote shall be calculated using the formula approved in Paragraphs 10(b)(2)-(5) to this 2024 Agreement.

9. Enhanced Services. A Member may individually propose an enhanced level of precinct specific service provided by the UPD. The Board of Directors must approve the enhancement, the cost, and start date of the new enhanced service. The additional fee for enhanced services will accrue as of the date such services begin and be due and payable as part of that Member's Member Fee as provided for in this 2024 Agreement or, in the case of a Member that is part of SLVLESA or other special district, a separate Enhanced Services Fee paid separately to UPD by the Member receiving such services.

10. Governance and Administration of UPD. The UPD will be governed by a Board of Directors comprised of representatives of the Members served by the UPD.

a. Board of Directors.

1) Each City, Town, and Metro Township to which the UPD provides services will receive a position on the Board of Directors (the "Board").

2) Each Board Member must be an elected official of the Member, either a mayor or councilmember of the municipality's governing body.

3) Board Members will serve indefinitely at the pleasure of the appointing entity. Any appointment or removal of a Board Member will be accompanied by a letter or resolution from the applicable Member notifying the UPD of such action.

4) Board meetings and all actions taken thereby will be in compliance with the Utah Open Meetings Act (Utah Code §52-4-101, et. seq.) or successor applicable open meetings law.

5) Matters related to the operation of the Board, such as meeting times, the conduct of meetings, chair and vice-chair appointments, and other rules of order and procedure will be established and adopted by the Board as policies and procedures.

6) Alternate Board Representative: Member may also designate in writing up to two alternate representatives, ranked in order, who also must be a mayor, city council member, chief executive officer, or senior level manager of the Member. The Member representative or alternate representative will attend, participate, and vote on matters coming before the Board of Trustees on behalf of the Member. Members may use an alternate no more than two times a fiscal year.

b. Voting.

1) For all matters related to the governance of the UPD, and once a quorum has been established, each Board Member will be entitled to one vote on the Board. Matters, unless otherwise specifically stated herein, will be passed by a vote of a majority of the Board at a duly noticed meeting.

2) In regards to any proposed vote of the Board, to be taken pursuant to subsection (b)(1) above, to adopt a fiscal year's tentative or final budget, or to adopt any budget amendment, any two Board Members representing separate Members may call for a "weighted vote," at which time, after an opportunity for discussion and deliberation by the Board, a vote will be taken on such issue based upon a weighted voting system with the weight of each Board Member's vote being determined as follows:

3) A "Member Fee Percentage" will be calculated by computing the percentage each Member is paying for the UPD's services in comparison to the total of all Member Fees

4) A "Population Percentage" will be calculated by comparing a Member's population to the total population of the communities served by the UPD, using the most recently available census data, as updated by the Kem C. Gardner Policy Institute or other agency subsequently designated by the State of Utah for population estimates.

5) Each Member's Member Fee Percentage and its Population Percentage will then be averaged (i.e., 50 percent allocation by Member Fee Percentage and 50% by Population Percentage) to create the final "Weighted Voting Percentage" for that Member.

6) When weighted voting is requested under this Section, approval of the budget or budget amendment will pass with an affirmative vote that meets or exceeds sixty percent (60%) of the total weighted vote of all Board Members rather than a majority of all the Board Members.

c. Executive Staff:

1) The Board will directly supervise, appoint, and be responsible for removing, if necessary, the Chief of Police/CEO of the UPD. The Board will negotiate, approve, and

execute a written employment agreement with the Chief of Police/CEO setting forth the terms and conditions of employment.

2) The Chief Legal Officer (CLO) of the UPD will be supervised by the Chief of Police. The Chief Legal Officer has an independent duty to report to the Board. The Board will approve the selection and compensation of the CLO. The Board may remove the CLO either upon or without a recommendation from the Chief of Police.

3) The Chief Financial Officer (CFO) of the UPD will be supervised by the Chief of Police. The CFO has an independent duty to report to the Board. The Board will approve the selection and compensation of the CFO. The Board may remove the CFO upon or without a recommendation from the Chief of Police.

4) The Chief of Human Resources may be the Merit System Coordinator, as described in Exhibit A to this 2024 Agreement, will operate pursuant to policies established by the Board and will report to the Board on matters related to the UPD's Merit System.

5) The appointment, transfer, and removal of Precinct and Division Chiefs will be governed by policies established by the Board.

6) All other employees will be supervised by the Chief of Police pursuant to policies adopted by the UPD.

d. Policies. The Board will adopt a set of Board Policies that will broadly govern and set the expectations for the operation of UPD. These Board Policies will inform and direct a set of operational policies created and adopted by the Chief of Police/CEO in consultation with the CLO and Command Staff.

e. Facilities. The UPD, under the direction of the Board, may construct, lease, or purchase any necessary space for the purposes of providing services under this Agreement.

The UPD Board will equitably apportion the costs to the Members similar to the apportionment of the Member Fee. If the benefit of such facility specifically inures to one or more Members to the exclusion of others, the Board may apportion the cost of such facility to the benefiting Member or Members to be paid as an addition to the Member Fee.

f. Conversion of Metro Townships. The conversion of metro townships to municipalities will not change the relationship between the affected Members and UPD. Each affected Member will be bound by this Agreement after its conversion and will maintain its existing privileges and obligations as a Member. After its conversion, each affected Member will automatically be recognized by its official municipal name without any requirement to amend this Agreement.

11. 2010 Equipment. The 2010 Agreement or subsequent amendments provided that members may convey specific description of equipment conveyed to the UPD by the Members then forming the Department. The time elapsed since the 2010 Agreement or the 2012 Amendments, means that all or nearly all of the equipment conveyed has been cycled through, merged with other equipment, or used to the end of its useful life. The Members therefore agree to disclaim any rights to return of property found in the 2010 Agreement or 2012 Amendments and agree that disposition of any equipment to members upon dissolution or withdrawal will be accomplished according to the provisions of this 2024 Agreement.

12. Employees. The Members agree that no member will have any fiscal obligation or liability for the payment of salary, wages, benefits, or other compensation of employees beyond the assessment of the Member Fee.

13. Merit System. The Members agree that the UPD will operate with a Merit System for sworn law enforcement officer employees and any policies duly adopted to be consistent

therewith and general merit principles. Civilian employees will also be part of a civil service system to be approved by the UPD Board. All existing rank and seniority shall be continued in the Merit System. The Merit System is established pursuant to Exhibit A.

14. Reports, Audits, and Performance Measures.

a. UPD will be subject to Utah Code § 11-13-501 et. seq., or its successor provision, for accounting, reporting, budgeting, and auditing requirements, as modified and enhanced as determined by the Board. The functions of budget officer, treasurer, or any other defined function with respect to UPD will be determined by policies and procedures adopted by the Board.

b. To ensure transparency, the UPD will prepare a financial report as part of the annual budgeting process and receive an annual audit report. Such reports will be both posted online and available upon request.

c. The UPD will also keep records and statistics related to the performance of its services and will, from time to time, prepare reports summarizing performance. The Board or any individual Member may make a request for the creation of such a report at any time and UPD will use its best efforts to prepare such a report in a timely manner.

15. Indemnification. The UPD and the Members are governmental entities under the "Utah Governmental Immunity Act" (UTAH CODE ANN. § 63G-7-101, *et seq.*) (the "**Immunity Act**"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each are responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. The UPD and the Members do not waive any procedural or substantive defenses or benefits otherwise available under the Immunity Act nor does any Member or the UPD waive any limits of liability currently provided by the Immunity Act or

comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604, regarding limitation of judgments. Any indemnity and insurance obligations incurred by UPD or a Member under this agreement are expressly limited to the amounts identified in the Act. Subject to the foregoing, the UPD shall defend, indemnify, save and hold harmless the Members (including their respective elected and appointed officers and employees) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising from the law enforcement services provided, or to be provided, by the UPD hereunder, except where such demands, claims, actions or proceedings resulting from the negligence or misconduct of the Members, or their respective elected or appointed officers or employees. Each Member shall defend, indemnify, save and hold harmless the UPD or the Members (including its elected and appointed officers and employees) from and against demands, claims, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising from negligent actions or failure to act of that Member's elected and appointed officers or employees; the UPD's enforcement of any ordinances of that Member that is alleged to be unconstitutional; or improper disclosure by that Member of private, controlled, or protected information under the provisions of GRAMA. The UPD is considered a governmental entity for purposes of the Act, including the defense and indemnification of employees, volunteers, and Members of the Board.

16. Term. This 2024 Agreement will be effective as of the date listed at the beginning of this Agreement or when it is fully approved and executed by the Members, whichever is later. Unless terminated as provided for herein, it will be in effect for a term of fifty years.

17. Admission of New Members. The Members anticipate that during the term of this Agreement that additional governmental entities may wish to join the UPD and be bound to the

terms and conditions of this Agreement. The process and requirements for becoming an additional Party to this Agreement and member of the UPD will apply equally to the addition of a new Member Entity to the UPD entity that approaches the UPD Board or a UPD Member about joining the UPD. Admission of an additional Member will be pursuant to the following process and conditions:

a. The UPD Chief will advise the Board Chair of any expressed interest in joining the UPD of which the UPD Chief becomes aware, and the Board Chair will advise the UPD Chief of any expressed interest in joining the UPD of which the Board Chair becomes aware. The UPD Chief and Board Chair will then authorize UPD representative to hold initial, non-public discussions with any municipality or other entity expressing interest in joining the UPD to gauge feasibility or level of interest in joining. However, neither the UPD Chief nor the Board Chair is authorized to discuss the potential of an entity joining the UPD in a public setting without prior notice to the Board. Furthermore, neither the UPD Chief nor the Board Chair may make any agreements with the potential new member concerning joining the UPD without complying with the requirements of this Paragraph 18.

b. Under the direction of the Board, UPD staff will conduct a feasibility study to evaluate the potential addition of the new member. In conducting the feasibility study under this section, the study should include the following (these guidelines are subject to revision by the Board in subsequent Board Policy without the need to amend this Agreement):

- 1) Population and population density within the proposed municipality;
- 2) Current and five-year projections of demographics and economic base in the proposed municipality, including household size and income, commercial and industrial development, and public facilities;

3) Projected growth in the proposed municipality during the next five years;

4) The present and five-year projections of the cost, including overhead, of providing the Baseline Services in the proposed municipality as is provided by the UPD in similar municipalities;

5) The number, classification, and cost of wages, salaries, and benefits of line and staff employees that the proposed municipality desires UPD to absorb as part of joining the UPD assuming that:

1. The UPD will agree to accept all police personnel assigned to existing department;

2. The UPD will have the option to consider employment of the Chief, Officers and other staff;

3. Employees transferred to the UPD will transfer with:

a. Wages normalized to the UPD pay structure except that if an employee's existing wage is higher, the employee wage will be frozen until the wage is normalized with the UPD wage schedule;

b. Seniority equal to years of full-time career experience with the joining municipality on the last day of employment with the joining municipality;

c. Vacation and sick leave balances on the last day of employment with a calculation of the total liability being paid for by the joining municipality, consistent with UPD Policy;

6) The location, condition, and value of the physical assets necessary to provide services in the joining municipality that would be transferred to the UPD by the municipality including in the study the feasibility of:

1. The joining municipality retaining ownership of the precincts and being responsible for capital maintenance.

2. Transferring necessary assets, such as vehicles, equipment, PPE, precinct supplies, etc. to the UPD to provide the services to the joining municipality.

7) An assessment of the debts, liabilities, and obligations of the joining municipality that may be necessary for the UPD to acquire in order to provide the services to the joining municipality.

8) The fiscal impact that the joining municipality's addition has on other Members by the UPD, including any Member Fee changes that may become necessary to maintain existing levels of service for current Members.

9) Any other factor that UPD staff consider relevant to the question of admitting a new municipality to the UPD.

c. A joining municipality, depending upon the circumstances and the equities involved in it joining the UPD, may be subject to a separate agreement that may contain a minimum period of membership that will be negotiated based on the review of the circumstances, including the assets and liabilities the municipality will be transferring to the UPD.

d. Approval of a new municipality as a new member of the UPD would require a two-thirds affirmative vote of the UPD's Board, the new member agreeing to have its legislative

council approve and to sign as a Member to this 2024 Agreement, and the Members' respective legislative councils approving the amendment to this 2024 Agreement admitting the new member.

18. Withdrawal.

a. Cooperation. If a Member wishes to withdraw from the UPD and the terms and conditions of this 2024 Agreement, the Members agree to work cooperatively in such a manner as to minimize the harm to any Member and the public safety of the citizens of all Members. The UPD will respect the desire and decision of the withdrawing Member, and the withdrawing Member will respect the need for and allow the necessary planning to ensure a withdrawal will result in the minimum impact possible on the UPD and remaining Members.

b. Requirements.

1) Due to the complexities of the operation of the UPD and the significant impact a withdrawal may have on the other Members, a Member must provide twelve months' advance notice as to the date it wishes to withdraw from the UPD. The twelve months will run from the date the Chief of Police and CLO receive the notice from the withdrawing Member. The Members acknowledge that the annual Member Fees paid to the UPD do not constitute the establishment of a debt for any Member and will be paid as services are provided. Furthermore, the Members acknowledge that the inclusion of a twelve months' withdrawal period renders this Agreement one of reasonable duration.

2) In order to be admitted, a prospective Member must agree to a minimum term of admission. Any Member departing with less than the minimum term established by the Board at the time of admission will not be entitled to any assets it may have been entitled to pursuant to Paragraph 18(c).

3) The twelve-month notice requirement for withdrawal may be shortened upon mutual agreement between the withdrawing Member and the Department, if approved by the UPD Board.

4) Upon providing notice of its intent to withdraw, the withdrawing Member's Board Member must, if applicable, relinquish his or her position as Board Chair/Vice-Chair and any committee Chair. The Board Member will also be automatically recused from matters directly affecting the withdrawal process. Such recusal will only extend to voting on matters related to the withdrawal process and the withdrawing Member's Board Member will have the right to participate in Board discussions and debates related to such issues. However, a withdrawing Member's Board Member may be excluded from any closed sessions, properly held pursuant to the Utah Open and Public Meetings Act, to discuss matters related to the withdrawal of that Member. In the event a withdrawing Member revokes its intent to withdraw, its Board and Committee positions will be reinstated.

5) The Members and UPD agree that if a Member withdraws and subsequently forms or participates in a new police department with other Members, the UPD and the withdrawing Member will, in good faith, negotiate or join existing relevant mutual and automatic aid agreements covering both the UPD and the withdrawing Member.

6) Upon receiving a notice of intent to withdrawal, the Members will begin the withdrawal process by creating a withdrawal plan that will comply with the general principles provided for in this Section 18.

c. Disposition of Precincts or Equipment.

1) Precinct Lease. The Department will cease using the precinct owned by the withdrawing Member upon the effective date of the Member's withdrawal. The withdrawing Member, or other precinct or building owner, will receive the precinct in an as-is condition as of the effective date of the withdrawal. In the event the withdrawing Member is not the owner of the precinct at the time of withdrawal, and it wishes to use the precinct building after withdrawal, the withdrawing Member will be responsible for coordinating such use with the building's owner. The UPD will use reasonable efforts to maintain the precinct in its condition from the date of the notice to the date of withdrawal but will not be responsible for any normal wear and tear during the withdrawal period, nor for any deterioration or destruction of the precinct building outside of its control.

2) Precinct Inventory. The UPD and the withdrawing Member will meet and confer to create a property disposition plan to account for supplies and equipment located in the precinct serving the withdrawing Member that is to be vacated by the UPD. This plan will contain an inventory of any items for which the withdrawing Member can specifically prove ownership. The withdrawing Member will be entitled to retain such inventoried items upon withdrawal.

3) Vehicles and Equipment. In the event the withdrawing Member has transferred vehicles or equipment to the UPD, and such vehicles or equipment has not been cycled through to the end of its usable life or inseparably incorporated in the UPD's inventory, those assets which are traceable and not significantly modified by the UPD post transfer, will be returned to the withdrawing Member. All department vehicles and equipment assigned to the precinct shall be provided to the departing Member. No training

of any employee shall be subject to reimbursement upon departure. UPD or other Service Area Member Precinct Fund Balances, assets assigned to other member precincts, and all shared assets including vehicles, major assets and equipment purchased through the shared formula is owned by the UPD and the respective Members and is not subject to any claim by the departing member for any item or equivalent value.

4) Debt Obligation. The withdrawing Member will not be obligated to continue its portion of the payment for any UPD debt related to the acquisition of equipment, however, it will not have any property right to any such vehicles and equipment in the precinct(s) serving the withdrawing Member except as provided for above. Except as required to meet statutory and audit requirements for the UPD and meet any outstanding financial obligation incurred by the Member to the UPD, a departing Member is entitled to take its Precinct Fund Balance upon departure. Any Precinct Fund Balance owed to a departing Member will be paid by the UPD after the next fiscal year audit.

d. Personnel. In the event the withdrawing Member plans upon withdrawal to start its own department or expand a previously existing department with others, the withdrawing Member agrees to provide (or to encourage, in good faith, the existing department it is joining) an employee selection process exclusively for interested, existing UPD personnel prior to engaging in an open and public recruitment for staffing.

1) This process does not include recruitment for chief or other executive level positions.

2) The withdrawing Member is not obligated to hire those who apply during this process, merely to give existing UPD personnel the first opportunity to fill the prospective new positions.

3) The withdrawing Member agrees that UPD employees that are hired by the withdrawing Member will have the option to either: 1) receive a payout of their UPD vacation balance directly from the UPD on the employee's date of separation pursuant to UPD policy; or 2) transfer their vacation hours to their new position with the withdrawing Member. In the event of a transfer and acceptance of vacation hours, the UPD will pay to the withdrawing Member the value of the vacation hours at the employee's wage rate as of the employee's last day with the UPD.

4) Sick leave balances of employees hired by the withdrawing Member will not be transferred and will be handled pursuant to internal UPD's policy and procedure.

5) Retirements contributions by the UPD for the any employee leaving the UPD and starting work with a withdrawing Member will cease upon the employee's last day with UPD.

6) UPD agrees to allow employees leaving the UPD and moving to the withdrawing Member to take their existing, issued personal protective equipment with them to their new employment with the withdrawing Member. The ownership of the PPE will be transferred to the withdrawing Member at no cost.

19. Coverage Area. The coverage area of the UPD may increase or otherwise be affected by annexations, disconnections, consolidations, boundary adjustments and/or dissolutions related to the individual Members. The Members agree to notify the UPD, in advance, of any such changes to the coverage area. If such a change is significant enough to materially affect the response time or other operational issues, the Members agree that a change to the Member Fee may be warranted and that such change may be brought to the Board for approval outside of the annual budgetary process.

20. Remittance. Each Member will prospectively remit the payments required to UPD by this 2024 Agreement, such as the Member Fee established each annual budget year or any other required payments, on a quarterly basis and on the first day of each calendar quarter. Upon agreement between UPD and a Member, a Member may also pay prospective amounts due at shorter intervals, such as monthly, so long as the arrangement is agreed upon in advance and in writing.

21. Breach or Failure to Pay.

a. A failure to timely pay the Member Fee, or other payment due to UPD, will be considered an immediate and material breach of this 2024 Agreement. Upon such failure to pay, the UPD will notify the breaching Member of the alleged breach and provide thirty days for the breaching Member to remedy the alleged breach. UPD will continue to provide the services provided for in this 2024 Agreement in light of the public safety impacts a cessation of services would cause, however, failure to remedy the alleged breach after 30 days will result in the UPD being allowed to declare a default of this 2024 Agreement. Upon declaration of default, UPD may seek all remedies available at law or equity (including the judicial remedy of injunctive relief to require the continued payment for services being provided), and the declaration of default will be deemed to constitute an involuntary Notice of Withdrawal to begin the process provided for in Paragraph 18 for the breaching Member. The UPD may recover all legal costs, including reasonable attorney fees, it incurred in seeking a remedy under this subsection. Additionally, notwithstanding any language in this Agreement, the breaching Member will also forfeit its Precinct Fund Balance, vehicles, and equipment to the UPD as liquidated damages for the additional costs the other Members will incur in providing services to the breaching Member.

b. Upon a material breach of this 2024 Agreement by a Member, such as failure to pay its fee, the non-breaching Member or Members will notify the breaching Member of the alleged breach and provide 30 days to remedy the alleged breach. If the breaching Member fails to remedy the alleged breach, the non-breaching Member or Members may declare a Default of 2024 Agreement and seek appropriate remedies in law or equity. In the event of a material breach requiring pursuit of legal remedies, the breaching Member will pay the prevailing Member's costs and reasonable attorney fees.

22. Termination. Due to the nature of the services being provided and the structure of the UPD, this 2024 Agreement cannot be terminated in its entirety except by the expiration of its term or the mutual agreement of all Members that the UPD should be dissolved as an interlocal entity. The Agreement may be terminated as to an individual Member pursuant to the withdrawal process provided for Paragraph 18. Upon withdrawal this 2024 Agreement will be terminated with respect to the withdrawing Member, but any remaining payment obligations remaining after withdrawal and all the provision of Paragraph 15 (Indemnification) will survive the termination with respect to said Member.

23. Dissolution. The UPD may be dissolved, and operations terminated upon the unanimous written consent of all Members to this 2024 Agreement at the time of dissolution. Upon dissolution, all leases will terminate, all assets actually contributed by a Member still identifiable as separate property with a right of return will be returned to such Member, and any remaining assets (whether real property or personal property) of the UPD will be distributed based on a fraction, the numerator of which is the aggregate amount of Member Fees paid by a Member and the denominator of which is the aggregate amount of Member Fees paid by all of the Members to

the UPD for services. Any unpaid liabilities of the UPD will be paid by the Members based on the same fraction. Such liability will be a joint liability.

24. Amendment. This Agreement may not be amended except by written instrument signed by all Members. Amendments will be approved as follows:

- a. Amendments may be proposed to the Board by any Member or staff of the UPD.
- b. The Board shall consider the proposed amendment and may only approve the advancement of the proposed amendment for review by the Members by a vote of at least two-thirds of the Board present at a duly noticed meeting.
- c. Upon advancement, each Member must present the proposed amendment to their appropriate legislative bodies for review and consideration.
- d. Each Member will have sixty days to review the proposed amendment with its executive officers and legislative body and either provide notice of acceptance of the proposed amendment or suggest alternatives to be considered by the Board.
- e. Subsequent to this legislative review, the Board may approve a final amendment only by a vote of at least two-thirds of the Board at a duly noticed meeting. Such a vote must be a vote to approve representing at least two-thirds of the total Board seats, not just the votes of those present at the particular meeting.
- f. Upon approval by the Board pursuant to this Paragraph, all Members must agree to the final Amendment via a written document amending this 2024 Agreement within thirty days. Failure to agree to the approved Amendment will constitute an involuntary Notice to Withdraw pursuant to Section 18.

25. Notices. All notices, requests, demands, and other communications hereunder will be in writing and given to any Member by delivering a copy, via U.S. Mail, to the mayor (or if

applicable to the form of government, the council chair or city manager) of any municipal, sent to that Member's official governmental office address, with a copy also sent to the same official office and addressed to "City Attorney" or "Chief Counsel." For the UPD, notices should be sent to the following:

If to UPD: Unified Police Department of Greater Salt Lake
Office of the Chief
3365 South 900 West
Salt Lake City, UT 84119

With a copy to: Unified Police Department of Greater Salt Lake
Chief Legal Officer
3365 South 900 West
Salt Lake City, UT 84119

26. Interlocal Cooperation Act. The Members enter into this 2024 Agreement pursuant to the Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Members agree as follows:

a. This Agreement maintains and affirms the creation of the separate interlocal entity known as UPD that will operate using its own budget, may acquire real or personal property and may take any other act authorized by Utah law.

b. The UPD will be governed by its Board and according to the provisions of this 2024 Agreement.

c. Because this 2024 Agreement cannot take effect until it has met the requirements of the Interlocal Cooperation Act, each Member agrees by its signature that the agreement has been presented and approved by that Member's legislative body by a resolution or ordinance that is in compliance with Utah Code § 11-13-202.5(2) and been submitted and approved by the attorney authorized to represent the Member in compliance with Utah Code § 11-13-

202.5(3). Furthermore, upon approval and execution by the Members, each Member agrees to keep a copy of this 2024 Agreement on file with the Member's keeper of records.

27. Entire Agreement. This Agreement constitutes the entire agreement between the Members regarding those subjects that are the subject matter of this Agreement, and this Agreement supersedes all prior agreements and understandings between the Members pertaining thereto, except where otherwise specifically stated herein. Notwithstanding the foregoing, any prior agreements between any Members, such as leases, land-use agreements, easements, deeds, or other matters separate and distinct from the creation and operation of the UPD as an interlocal entity as provided for in this Agreement remain in full force and effect and subject to their own respective terms and conditions.

28. Governing Law & Venue. The provisions of this Agreement will be governed by and be construed in accordance with the laws of the state of Utah. Disputes and other issues between the Members arising out of or related to this 2024 Agreement will be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah.

29. Disputes. In the event of disputes and in the absence of any agreement to the contrary, UPD agrees to continue to provide services during any litigation and the adverse Member will continue to make payments to UPD in accordance with the terms of this 2024 Agreement to ensure the continued protection of public safety within the Member's communities. This provision may be enforced by injunctive relief by the courts if necessary.

30. Waiver. No failure by a Member to insist upon strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, will constitute a waiver of any such breach or of any other covenant, agreement, term, or condition of this Agreement. A Member may, by notice delivered in the

manner provided in this Agreement, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation, or covenant of the other Members. No waiver will affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof will continue in full force and effect with respect to any other then existing or subsequently occurring breach.

31. Nonfunding. The Members acknowledge that funds are not presently available for performance of this Agreement beyond the close of their respective fiscal years. Each Member's obligation for performance of this Agreement beyond that date is contingent upon funds being appropriated for payments due under this Agreement. If no funds or insufficient funds are budgeted and appropriated in any fiscal year, or if there is a reduction in appropriations of the Member resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation as to such fiscal year, but instead shall terminate and become null and void for that Member on the first day of the fiscal year for which funds were not budgeted and appropriated, or, in the event of a reduction in appropriations, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). However, any member exiting the UPD under non-funding shall not be entitled to any assets under the departure clause.

32. Severability. In the event that any condition, covenant, or other provision hereof is held to be invalid, void, or unenforceable, the same will be deemed severable from the remainder of this Agreement and will in no way affect any other covenant, condition, or other provision herein contained. If such condition, covenant, or other provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

33. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed signature page by facsimile or e-mail transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, the Members have executed and caused this Agreement to be duly executed effective as provided in Section 16.

[insert signature pages]

DRAFT

UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE

UNIFIED POLICE DEPARTMENT
OF GREATER SALT LAKE

By: _____
Jason Mazuran
Chief of Police

Approved as to Legal Form:

Attest:

Harry Souvall
Chief Legal Counsel

Harmony McQueen
UPD Clerk

DATED: _____

DRAFT

CITY OF HOLLADAY

CITY OF HOLLADAY

By: _____

Print: _____

Its: _____

Approved as to Legal Form:

Attest:

DATED: _____

DRAFT

MIDVALE CITY

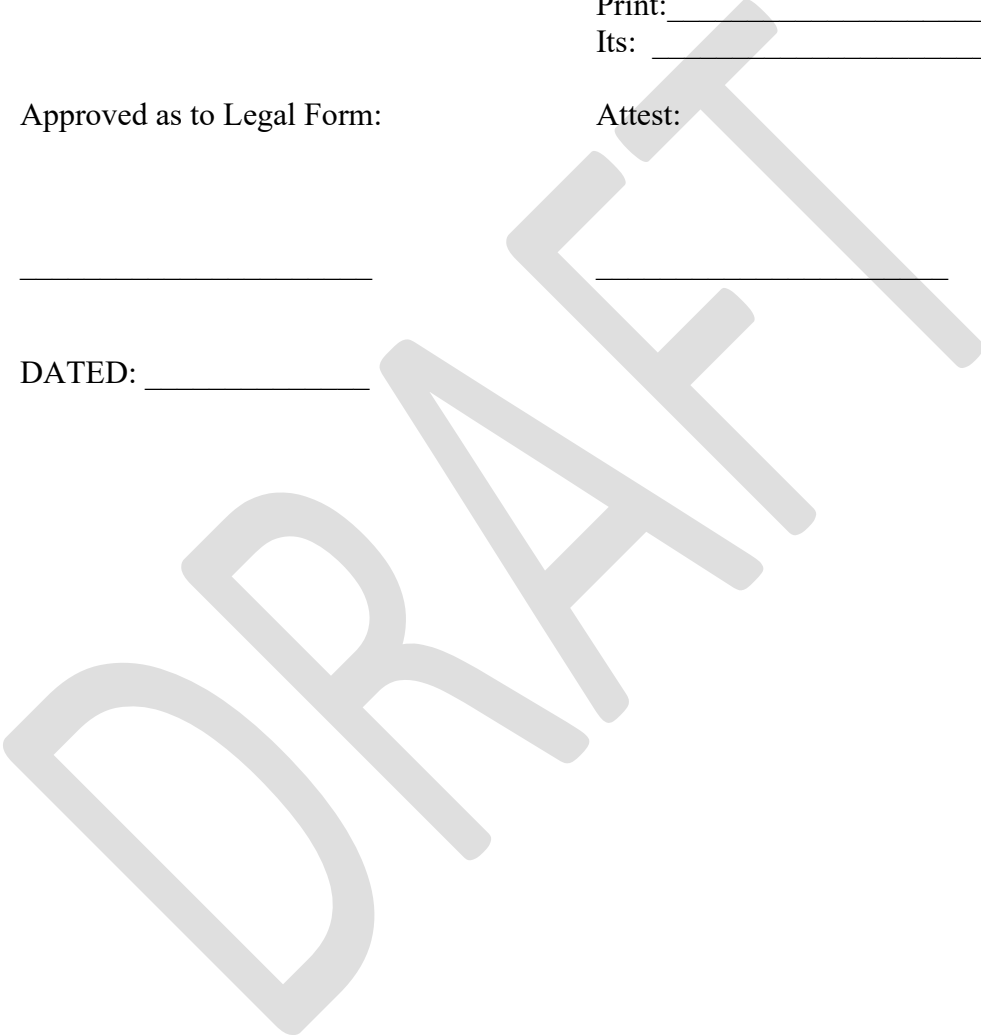
MIDVALE CITY

By: _____
Print: _____
Its: _____

Approved as to Legal Form:

Attest: _____

DATED: _____



MILLCREEK

MILLCREEK

By: _____

Print: _____

Its: _____

Approved as to Legal Form:

Attest:

DATED: _____

DRAFT

TOWN OF BRIGHTON

TOWN OF BRIGHTON

By: _____

Print: _____

Its: _____

Approved as to Legal Form:

Attest:

DATED: _____

DRAFT

COPPERTON METRO TOWNSHIP

COPPERTON METRO TOWNSHIP

By: _____

Print: _____

Its: _____

Approved as to Legal Form:

Attest:

DATED: _____

DRAFT

EMIGRATION METRO TOWNSHIP

EMIGRATION METRO TOWNSHIP

By: _____

Print: _____

Its: _____

Approved as to Legal Form:

Attest:

DATED: _____

DRAFT

KEARNS METRO TOWNSHIP

KEARNS METRO TOWNSHIP

By: _____

Print: _____

Its: _____

Approved as to Legal Form:

Attest:

DATED: _____

DRAFT

MAGNA METRO TOWNSHIP

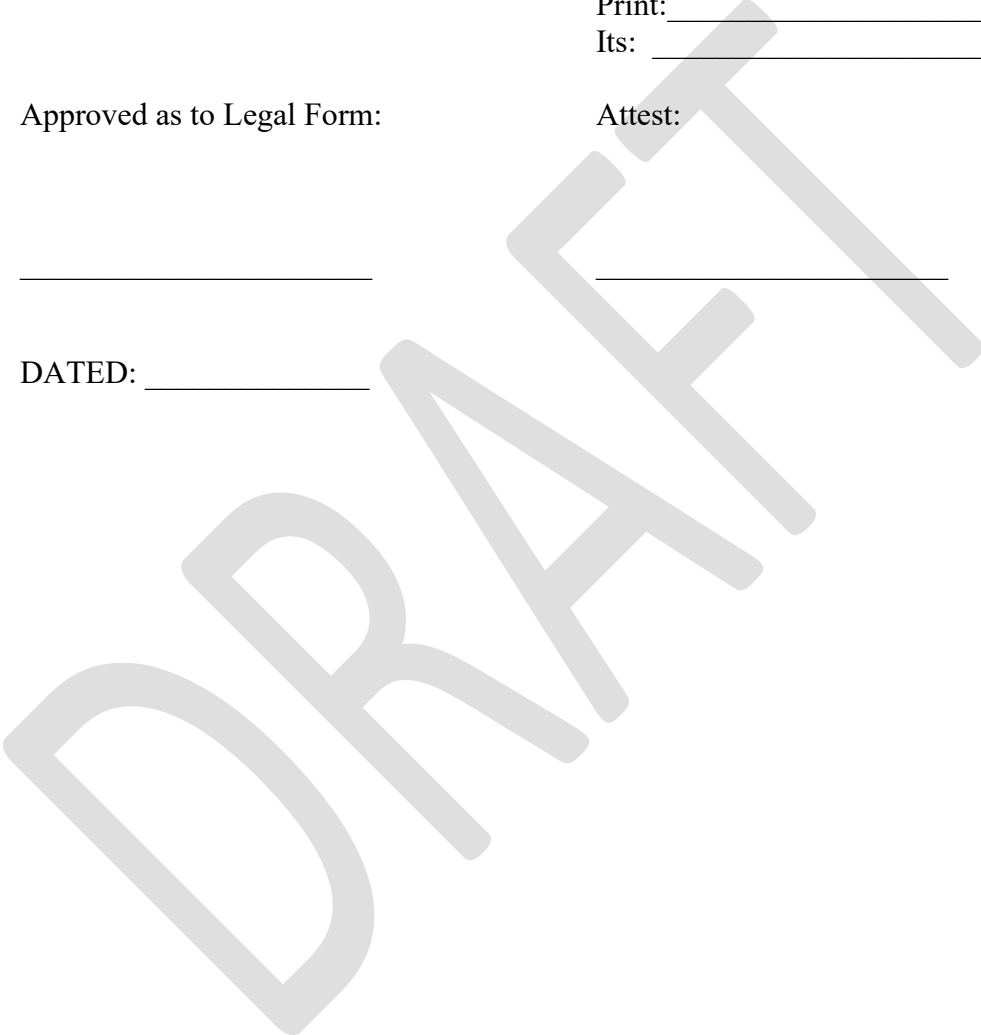
MAGNA METRO TOWNSHIP

By: _____
Print: _____
Its: _____

Approved as to Legal Form:

Attest: _____

DATED: _____



WHITE CITY METRO TOWNSHIP

WHITE CITY METRO TOWNSHIP

By: _____

Print: _____

Its: _____

Approved as to Legal Form:

Attest:

DATED: _____

DRAFT

EXHIBIT A: UPD MERIT SYSTEM

DEFINITIONS

The terms used in this UPD Merit System plan shall be defined as follows:

- a. “Agreement” shall mean that contract, adopted under the Interlocal Agreement Act, which creates or ratifies the creation of the Unified Police Department of Greater Salt Lake.
- b. “Board” shall mean the Board of Directors of the Unified Police Department of Greater Salt Lake.
- c. “Chief” shall be the Chief and CEO of the Unified Police Department of Greater Salt Lake.
- d. “Commission” shall mean the Merit Commission of the Unified Police Department of Greater Salt Lake.
- e. “Coordinator” shall be the Coordinator for the UPD Merit System.
- f. “Department” shall mean that part of the Unified Police Department of Greater Salt Lake which provides operational and support services, under the direction of the Chief.
- g. “Members” shall mean the municipal corporations and incorporated metro townships which are signatories of the Agreement.
- h. “Merit System” shall mean the Police Merit System created to govern personnel matters in UPD, as established by this Exhibit.
- i. “Plan” refers to the Police Merit System Plan, which creates the Merit System and governs personnel matters therein.
- j. “UPD” shall mean the Unified Police Department of Greater Salt Lake.

UPD MERIT SYSTEM

1. Employment in the Unified Police Department of Greater Salt Lake (“UPD”) will be governed by the UPD Merit System as set out in the Agreement, this UPD Merit System plan (“Plan”), and policies and procedures adopted under paragraph three below.
 - a. All employees of the UPD, with the exception of merit-exempt director level positions and temporaries, will be covered by a UPD Merit System and their employment status will be governed by policies and rules adopted in accordance with this Plan.
 - b. Merit-exempt administrative employees may be appointed by the Board and shall include the Chief of Police, Chief Legal Counsel, Chief Financial Officer, and such

- other administrative positions which by their nature are confidential or key policymaking or both, and which cannot or should not be included in the merit system. Merit-exempt administrative employees are at-will. Merit-exempt employees, whose appointment expires or is terminated except for cause, shall be returned to the previous merit position held.
- c. Temporary employees, which include administrative or support staff employees who work less than 1040 hours per year, are merit- exempt and are at will.
2. The Merit System, and the policies adopted under this Plan, shall provide for the effective implementation of basic merit principles, including the following:
- a. Hiring, selecting, advancing, and disciplining employees based on ability, knowledge and skill;
 - b. providing fair and adequate compensation;
 - c. training employees to assure high quality performance;
 - d. retaining employees on the basis of adequate performance and separating employees whose inadequate performance cannot be corrected or whose actions or behaviors warrant termination;
 - e. fairly treating all applicants and employees without regard to race, color, religion, gender, national origin, political affiliation, age, or disability or any other characteristic protected by federal or state law from discrimination;
 - f. providing information regarding political rights and prohibited practices; and
 - g. providing a procedure for informal employee grievances and formal appeals.
3. The adoption of personnel policies and the establishment of a pay plan are legislative activities which are the responsibility of the Board.
- a. The Board shall adopt a comprehensive code of personnel policies and procedures regarding the employment status, procedures and benefits for all employees covered by the merit system, including sworn and civilian employees. Those personnel policies and procedures must be consistent with merit principles and with the provisions of this exhibit.
 - b. The Board shall adopt a comprehensive merit system classification plan and grade allocation system applicable to all merit- covered employees and shall prepare and establish a pay plan that includes salaries, incentives, leave, insurance, retirement, and other benefits.
 - c. All current UPD rank, seniority and merit status will automatically transfer from the existing merit system to this UPD Merit System. Any assignment however is subject

to the needs of the UPD, and no merit status is granted to any assignment within UPD.

4. The administration of the Merit System and classification plan is the responsibility of a Merit System Coordinator (“Coordinator”).
 - a. The Coordinator is a merit-exempt employee or a contractor who works immediately under the direction of, and at the pleasure of, the Board. The Coordinator may be a current full-time exempt employee, such as the HR director, or may be a part-time employee or contractor.
 - b. The Coordinator maintains and manages the Merit System classification plan, as directed by the Board, makes recommendations regarding Merit System and personnel matters to the Board and to the UPD Chief.
 - c. The Coordinator shall prepare and conduct competitive examinations for both hiring and promotion and shall prepare registers based on the results of those examinations. All positions covered by the Merit System shall be filled by competitive process. The final hiring authority is vested in the UPD Chief, in accordance with policies and procedures adopted by the Board.
5. The resolution of formal personnel grievances and appeals brought by Merit System employees is a judicial activity within the responsibility of a Merit Commission (“Commission”).
 - a. The Commission shall consist of three persons (“Commissioners”) appointed by the UPD Board upon recommendation of the Chief, or independent choice of the board, after consultation with employee representatives. UPD’s recognized Labor Representative will nominate one of the three Commissioners with consultation and approval of the Board. No Commissioner shall be employed by the UPD, any member or hold active membership or any position in any public safety labor organization.
 - b. Commissioners shall be persons who are experienced in personnel civil service, law enforcement, law, or related backgrounds and who support basic merit principles. Commissioners may not hold elected office nor be employees of the UPD or any member of the UPD or any municipality contracting services with the UPD. Commissioners shall be appointed for three-year terms, but the initial terms of commissioners shall be adjusted in order to stagger terms and one commissioner, chosen by lot, shall serve a two-year term, the second a three-year term, and the third a four-year term.
 - c. Compensation of Commissioners shall be set by Board policies and procedures. Commissioners may be removed by the Board, for cause, including failure to perform Commission activities. The internal organization of the Commission, including the appointment of a chair and the establishment of hearing procedures, shall be at the discretion of the Commissioners. Staff assistants and accommodation shall be provided by the UPD.

- d. Commissioners shall have the authority to hear and resolve appeals and disciplinary action which are brought by merit employees. In so doing, the Commission may affirm, modify, or vacate disciplinary action. The subject matter jurisdiction regarding appeals which may be heard by the Commission shall be established and defined by policies and procedures adopted by the Board; provided, however, that the Commission shall always have the authority to hear grievances regarding demotion, suspension without pay and termination. The Board, by policy and procedure, shall define employee grievances that are and are not appealed to the Commission, and those that are resolved by internal grievance within UPD command structure.
 - e. Any appeals by employees regarding general pay inequities which significantly affect the cost of Services are not heard by the Commission but are appealed to and resolved by the UPD Board. Appeals regarding pay inequities shall be resolved in accordance with policies adopted by the Board. The Board may refer the hearing to the Commission for recommendations, but these are not binding on the Board.
6. The UPD's operational services, including patrol, shared services, and support staff services, are provided by the UPD ("Department"). The Department's personnel administration, as set out below, is the responsibility of the Chief of Police.
- a. The Chief of Police is responsible for management of the Department, including those operational personnel matters which are not specifically vested in the Coordinator under the provisions of this plan. The Chief of Police shall adopt and promulgate an operational procedures manual regarding standard operating procedures in the Department, including but not limited to personnel matters such as work schedules and assignments, payroll procedures, staffing, travel, and training.
 - b. All employees are subject to disciplinary action based on misconduct or failure to perform, under the responsibility of the Chief of Police and as defined in policies and procedures adopted by the Board. Such policies and procedures shall comply with merit principles as established in this Plan. The right to review disciplinary action shall be established by policies and procedures, which shall distinguish between disciplinary action which is subject to formal appeal to the Commission and that which is subject to informal grievance internal to the Department.
 - c. The Chief of Police shall administer and support an internal grievance review system which may include mediation or a peer review board, as provided in Policies and Procedures adopted by the Board.
 - d. The UPD Chief shall be responsible to develop job descriptions, make final selections for appointments and promotions from registers as established herein, conduct performance evaluations and to carry out the responsibilities vested in the UPD Chief by Policies and Procedures and may make recommendations to the Board and the Director regarding merit system issues.
7. Amendments to this Plan may be proposed by the UPD Chief, the Coordinator, a member of the Board, or other interested parties. A proposed amendment shall be submitted to the

Board for consideration and review. The Board shall make a recommendation regarding the proposal and forward it to the legislative bodies of each city, town, and township member the UPD for consideration and approval. If at least two-thirds of the legislative bodies of the Member Entities concur in the proposed amendment, it shall be adopted and become part of this plan.

DRAFT



G R E A T E R S A L T L A K E

Municipal Services District

Greater Salt Lake Municipal Services District - Planning & Development Services
2001 S. State Street #N3-600 • Salt Lake City, UT 84190 • (385) 468-6700

File # OAM2024-001065

AMENDMENTS TO DEVELOPMENT AGREEMENT FOR THE MAHOGANY RIDGE PLANNED COMMUNITY

Public Body: Magna Metro Township Council

Meeting Date: March 12, 2024

Parcel ID: 14-32-451-004-0000

Acreage: 78.48 Acres

Current Zone: P-C (Planned Community) Zone

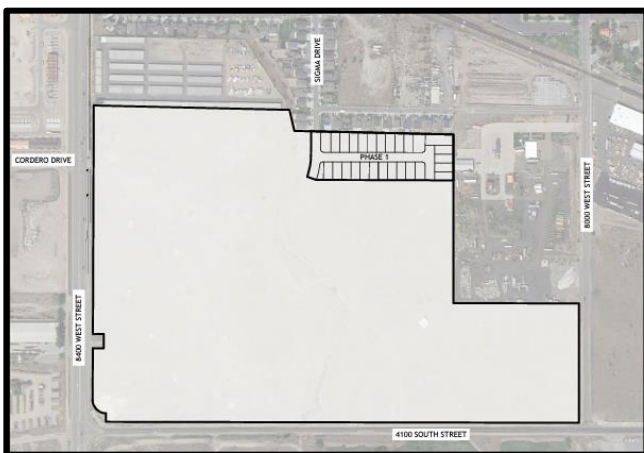
Property Address: 8230 West 4100 South

Request: Amendments to the Development Agreement for the Mahogany Ridge Planned Community.

Planner: Jeff Miller

Applicant Name: Ross Dinsdale (Ivory Homes)

PROJECT DESCRIPTION



Ross Dinsdale (Ivory Homes) is requesting a second amendment to the Development Agreement for the Mahogany Ridge Planned Community. The overall development is 78.48 acres in size and is zoned P-C (Planned Community).

The Master Development Agreement for the planned community was originally adopted on October 5, 2021. The first amendments to the Master Development Agreement were approved on October 24, 2023 by the Magna Metro Township Council.

The first proposed change with this second amendment has been requested, to allow for the proposed gas station at the corner of 4100 South and 8400 West to not require the C-Store to be placed on the corner of the property. The second proposed change is to remove the requirement to require 10 feet of spacing between driveways. Ivory has recently requested exceptions to this roadway standard for their Gabler's Grove Subdivision.

Request: Second Amendment to the Master Development Agreement for the Mahogany Ridge PC.

SITE & VICINITY DESCRIPTION (see attached map)

The Mahogany Ridge Planned Community is located between 4100 South & approximately 3900 South, and between 8400 West & 8000 South. Phase 1 is located in the northeast corner of the development. To the immediately north of Phase 1 are similarly sized residential lots in the R-1-5 (Residential, 5,000 SF Minimum) Zone. There are industrial parcels located in the M-1 & M-2 (Manufacturing) Zones to the north and east of the property. The Gateway to Little Valley Planned Community is located immediately to the west across 8400 West in the P-C (Planned Community) Zone.

ISSUES OF CONCERN/PROPOSED MITIGATION

Planning Staff has not identified any issues of concern with the proposed amendments.

STAFF ANALYSIS

Planning Staff has found that the proposed amendments to the Master Development Agreement are compatible with existing developments in the general vicinity, the 2021 Magna General Plan and the land use ordinance.

CONCLUSION AND RECOMMENDATION

If the Magna Metro Township Council chooses to approve the proposed amendments to the Master Development Agreement, staff recommends the following condition of approval:

1. Any future amendments will be brought before the Magna Metro Township Council.

EXHIBITS

- A. Aerial Map.
- B. Summary Letter for C-Store Amendment.
- C. Summary Letter for Driveway Spacing Amendment.
- D. PC Plan.
- E. Second Amendment to Master Development Agreement.

OAM2024-001065: Second Amendment to Master Development Agreement for Mahogany Ridge PC.

Parcel: 8230 West 4100 South (14-32-451-004-0000)



IVORY DEVELOPMENT

FROM: Ross Dinsdale, Ivory Development, LLC.
TO: Jeff Miller, Planner, Municipal Services District
DATE: December 29, 2023
RE: Mahogany Ridge Development Agreement Amendment

Ivory Development and Maverik are proposing a Maverik store on the corner of 4100 South and 8400 West within the Mahogany Ridge Master Planned Development.

Magna's Municipal Code section 19.42.270 states, Service station buildings, e.g., convenience store structures should be located on the corner of the property with the pump islands located to the interior of the site to give the facility a good architectural presence from the street(s).

Maverik would like to orient the pumps to the street with the building on the north side of the site.

We believe that orienting the pumps to the street will minimize impacts to the proposed residential development on the north side of the store.

Magna code states that the Purpose of section 19.42.270 is to, ensure compatibility of such uses with surrounding uses and properties and to avoid any impacts associated with such uses.

Therefore, we propose that the development agreement be amended to state that "Commercial uses that front arterial or collector streets may orient the buildings towards the residential lots, away from the street, to minimize impacts to future residents. Pump islands may be oriented towards the street."

We hope that this amendment will fulfill the purpose of the Magna municipal code while also allowing Maverik to have the store layout that they desire.

Sincerely,



Ross Dinsdale
Ivory Development



FROM: Ross Dinsdale, Ivory Development, LLC.
TO: Jeff Miller, Planner, Municipal Services District
DATE: February 2, 2024
RE: Mahogany Ridge Development Agreement Amendment

Ivory Development would like to propose an amendment to the Mahogany Ridge master development agreement to allow driveways to be closer than 10 feet apart.

Section 14.12.110, Driveways, of the Magna Municipal Code states,

C. There shall be a minimum ten feet distance between all approved driveways.

We propose to amend the master development agreement to state that “residential driveways within the Mahogany Ridge development have no minimum spacing requirement”.

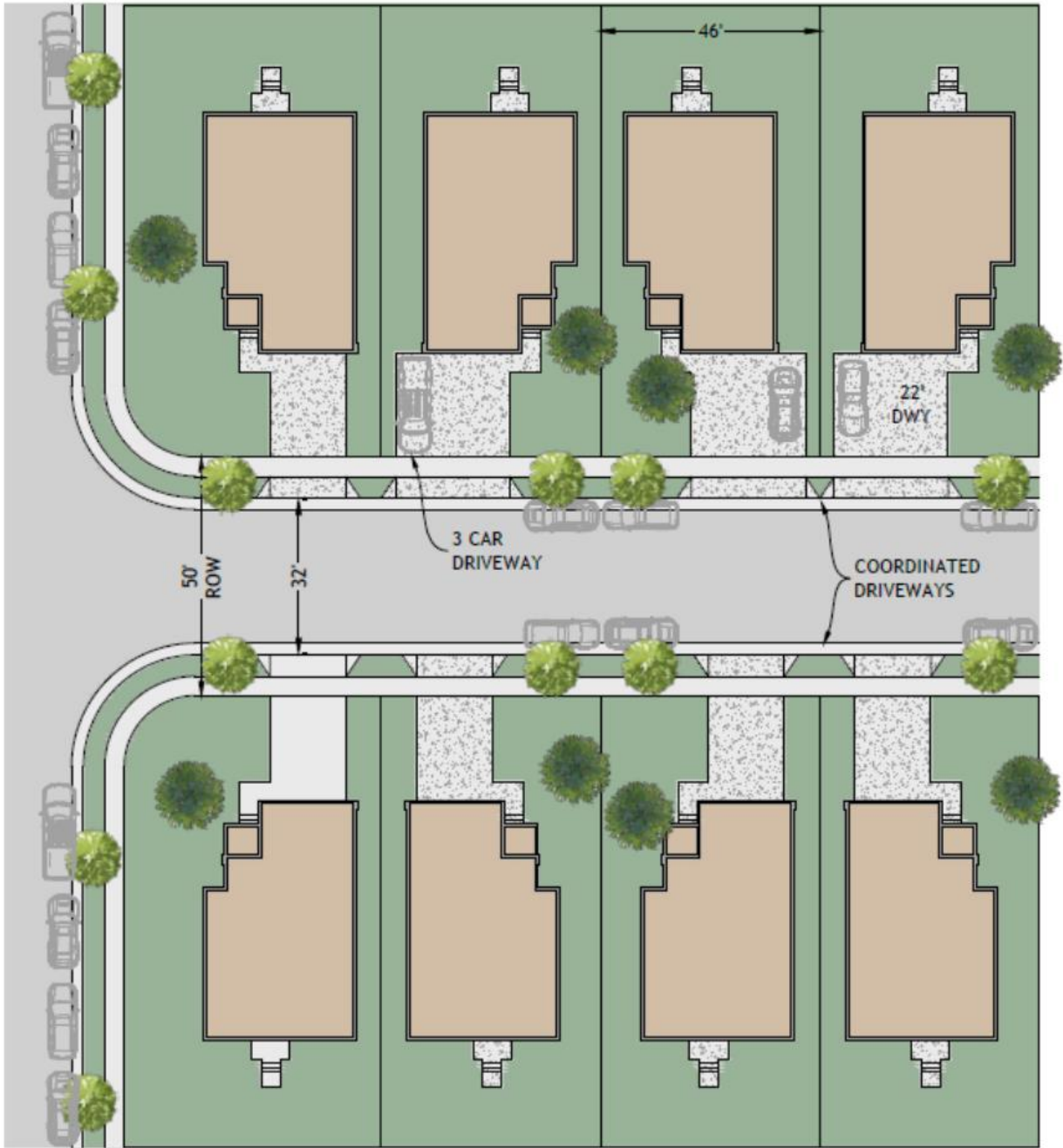
Placing driveways closer than ten feet will create room for on-street parking between every other lot in most locations within the development. Maximizing parking creates convenience for the families living in the community.

An example of how this can be implemented is shown on the next page.

Sincerely,

A handwritten signature in black ink, appearing to read "Ross Dinsdale".

Ross Dinsdale
Ivory Development



LOT AND ROAD PLAN



2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670
www.edmpartners.com



SCALE: 1" = 100'



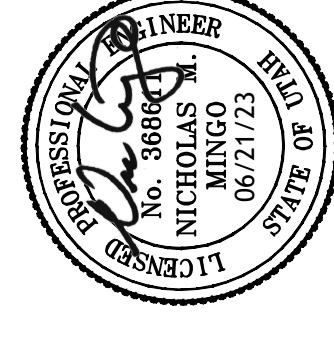
APPLICANT:

Ivory Development
978 East Woodoak Lane
Salt Lake City, UT 84117
801-747-7000



NOTES:

1. All sanitary sewer improvements shall conform with the standards and specifications of Magna Water.
2. All culinary water improvements shall conform with the standards and specifications of Magna Water.
3. All secondary water improvements shall conform with the standards and specifications of Magna Water.
4. All improvements in the public right of way shall conform with the standards and specifications of the Greater Salt Lake Municipal Service District.
5. All private improvements shall conform to APWA standards and specifications.
6. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.



Mahogany Ridge

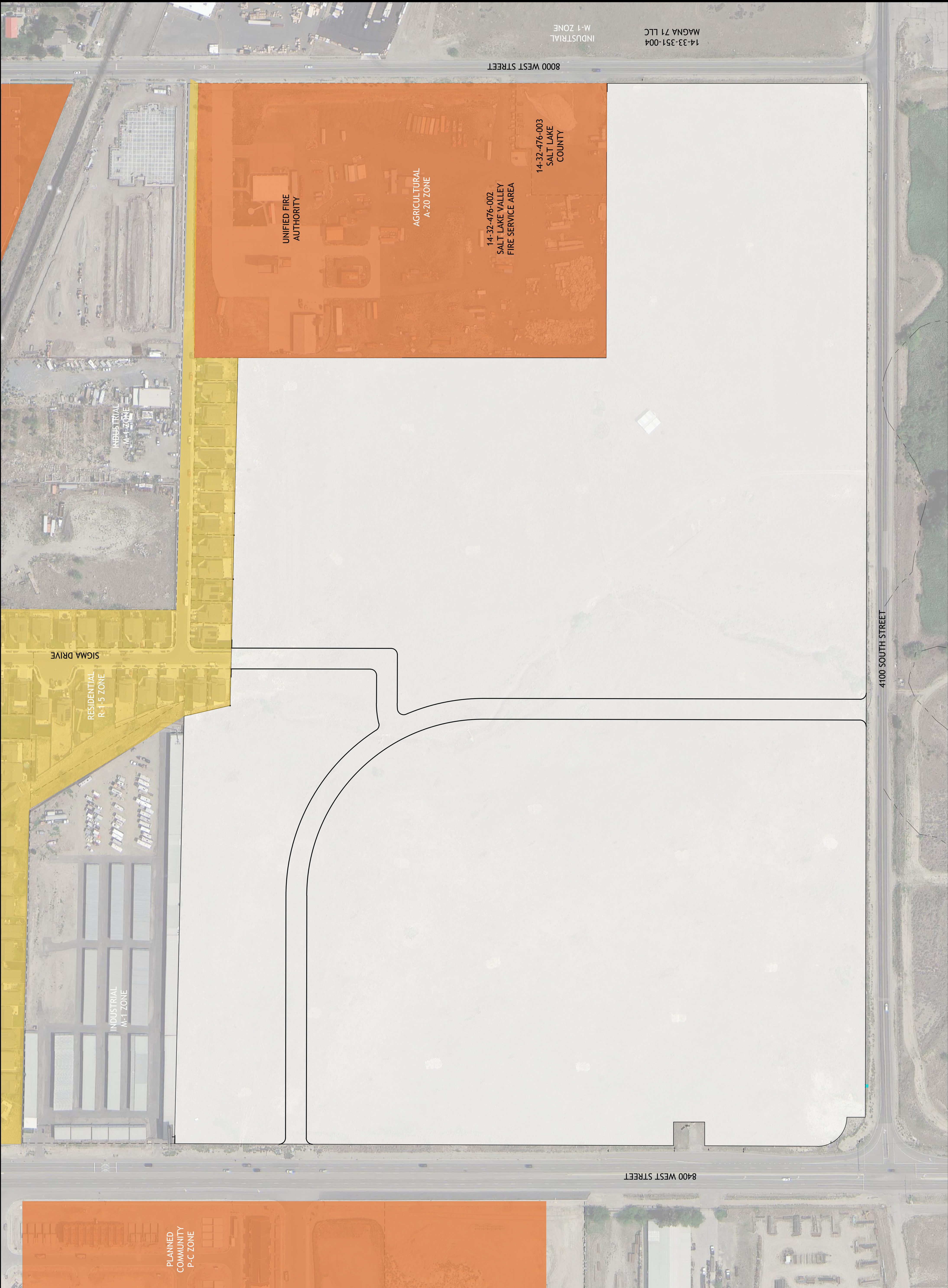
Land Use & Ownership Map

PROJECT:	KWW
DRAWN BY:	NMM
REVIEWED BY:	
REVISIONS:	
No. DATE	REMARKS
1 4/10/23	PC-Plan Amendment

DATE: June 21, 2023

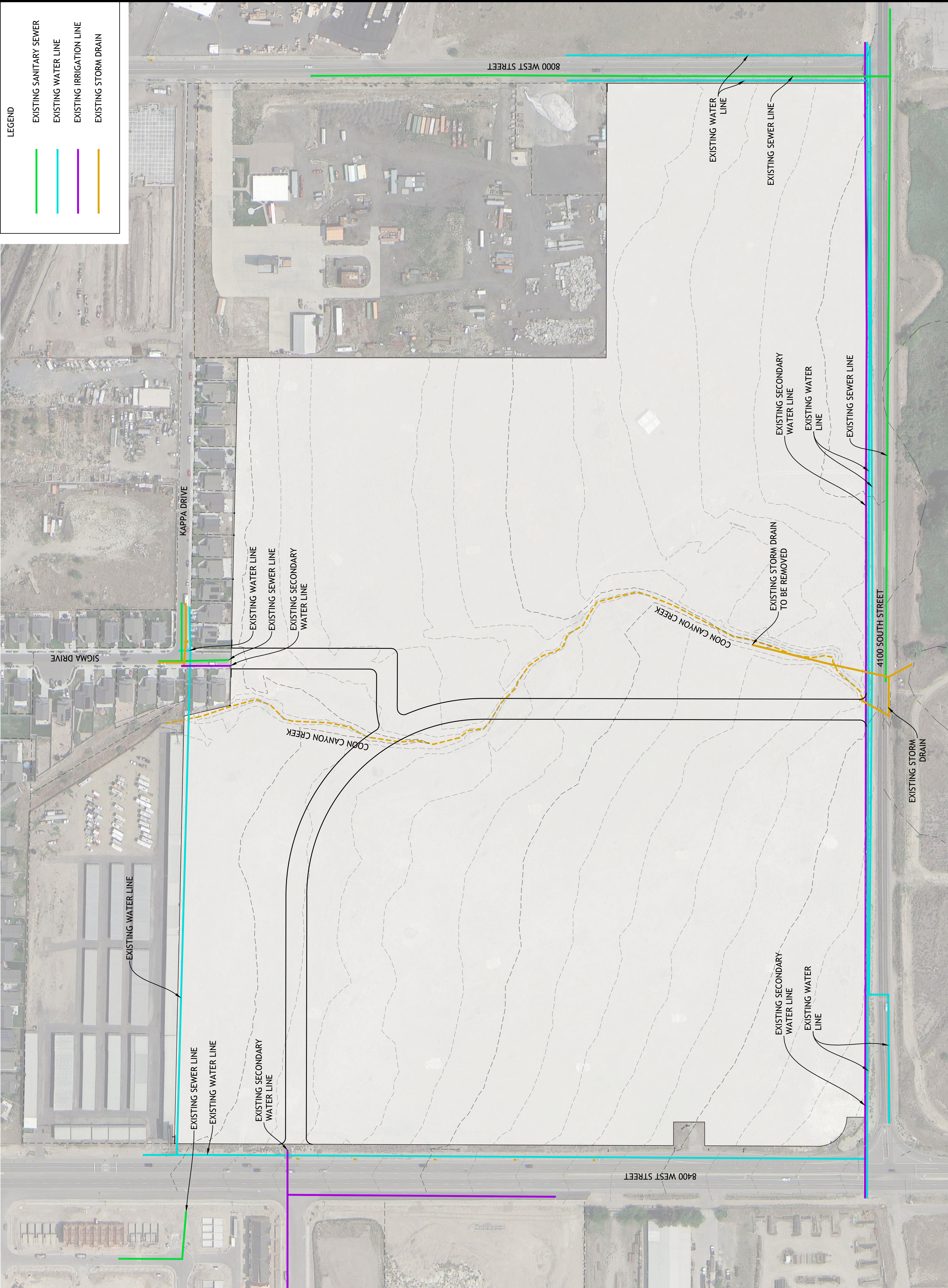
SHEET NUMBER:

O-2



LEGEND

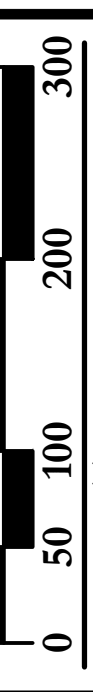
- EXISTING SANITARY SEWER
- EXISTING WATER LINE
- EXISTING IRRIGATION LINE
- EXISTING STORM DRAIN



2815 East 3300 South, Salt Lake City, UT 84109
 (801) 305-4670
 www.edmpartners.com



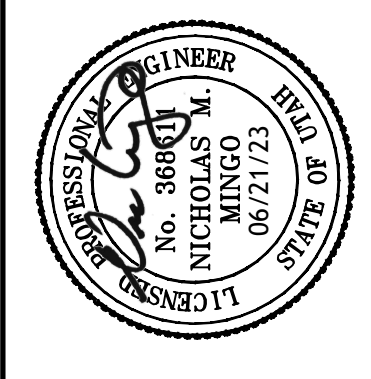
SCALE: 1" = 100'



APPLICANT:
 Ivory Development
 978 East Woodoak Lane
 Salt Lake City, UT 84117
 801-747-7000



- NOTES:**
- All sanitary sewer improvements shall conform with the standards and specifications of Magna Water.
 - All culinary water improvements shall conform with the standards and specifications of Magna Water.
 - All secondary water improvements shall conform with the standards and specifications of Magna Water.
 - All improvements in the public right of way shall conform with the standards and specifications of the Greater Salt Lake Municipal Service District.
 - All private improvements shall conform to APWA standards and specifications.
 - Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.



Mahogany Ridge

Land Use & Ownership Map

PROJECT:	KWV
DRAWN BY:	NMM
REVIEWED BY:	
No. DATE	REMARKS
1 4/10/23	PC-Plan Amendment

DATE: June 21, 2023
 SHEET NUMBER:

0-3

C:\Users\NMM\EDM Partners\Projects\Mahogany Ridge\Drawings\PC Plan\3 Utility Plan.dwg



2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670
www.edmpartners.com

APPLICANT:

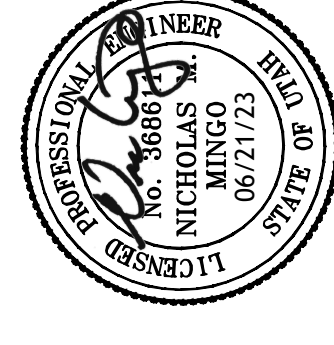
Ivory Development
978 East Woodoak Lane
Salt Lake City, UT 84117
801-747-7000



Utah's Number One Homebuilder

NOTES:

1. All sanitary sewer improvements shall conform with the standards and specifications of Magna Water.
2. All culinary water improvements shall conform with the standards and specifications of Magna Water.
3. All secondary water improvements shall conform with the standards and specifications of Magna Water.
4. All improvements in the public right of way shall conform with the standards and specifications of the Greater Salt Lake Municipal Service District.
5. All private improvements shall conform to APWA standards and specifications.
6. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.



Mahogany Ridge

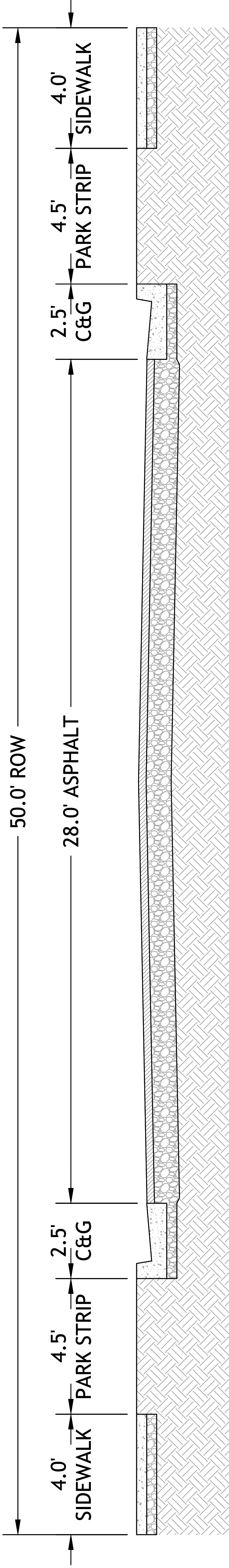
Street Sections

PROJECT:	KWW
DRAWN BY:	NMM
REVIEWED BY:	NMM
REVISIONS:	REMARKS
No. DATE	PC-Plan Amendment
1 4/10/23	

DATE: June 21, 2023

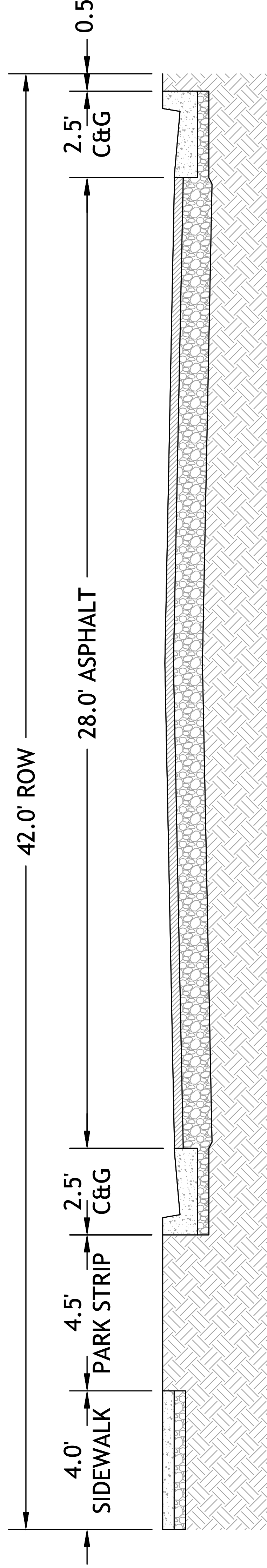
SHEET NUMBER:

O-4



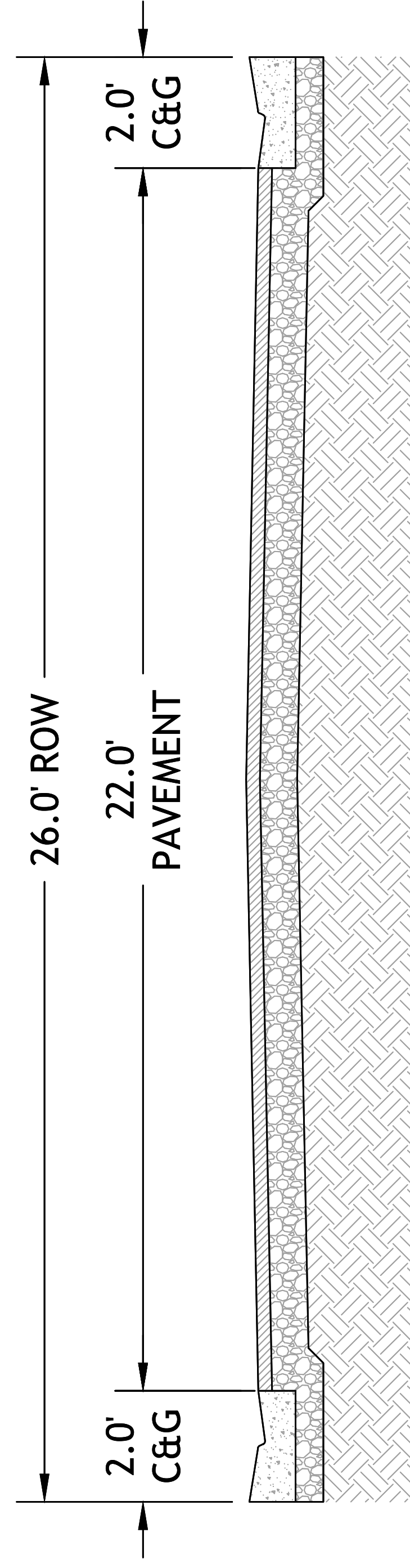
50' ROW PUBLIC STREET

NOT TO SCALE



42' ROW PUBLIC STREET

NOT TO SCALE



26' PRIVATE STREET

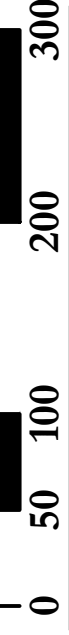
NOT TO SCALE



2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670
www.edmpartners.com



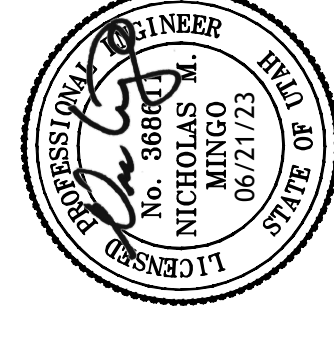
SCALE: 1" = 100'



APPLICANT:
Ivory Development
978 East Woodoak Lane
Salt Lake City, UT 84117
801-747-7000



- NOTES:**
- All sanitary sewer improvements shall conform with the standards and specifications of Magna Water.
 - All culinary water improvements shall conform with the standards and specifications of Magna Water.
 - All secondary water improvements shall conform with the standards and specifications of Magna Water.
 - All improvements in the public right of way shall conform with the standards and specifications of the Greater Salt Lake Municipal Service District.
 - All private improvements shall conform to APWA standards and specifications.
 - Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.



Mahogany Ridge

Land Use Map

PROJECT:	KWW
DRAWN BY:	NMM
REVISIONS:	REMARKS
No. DATE	CS Plan Amendment
1 4/10/23	

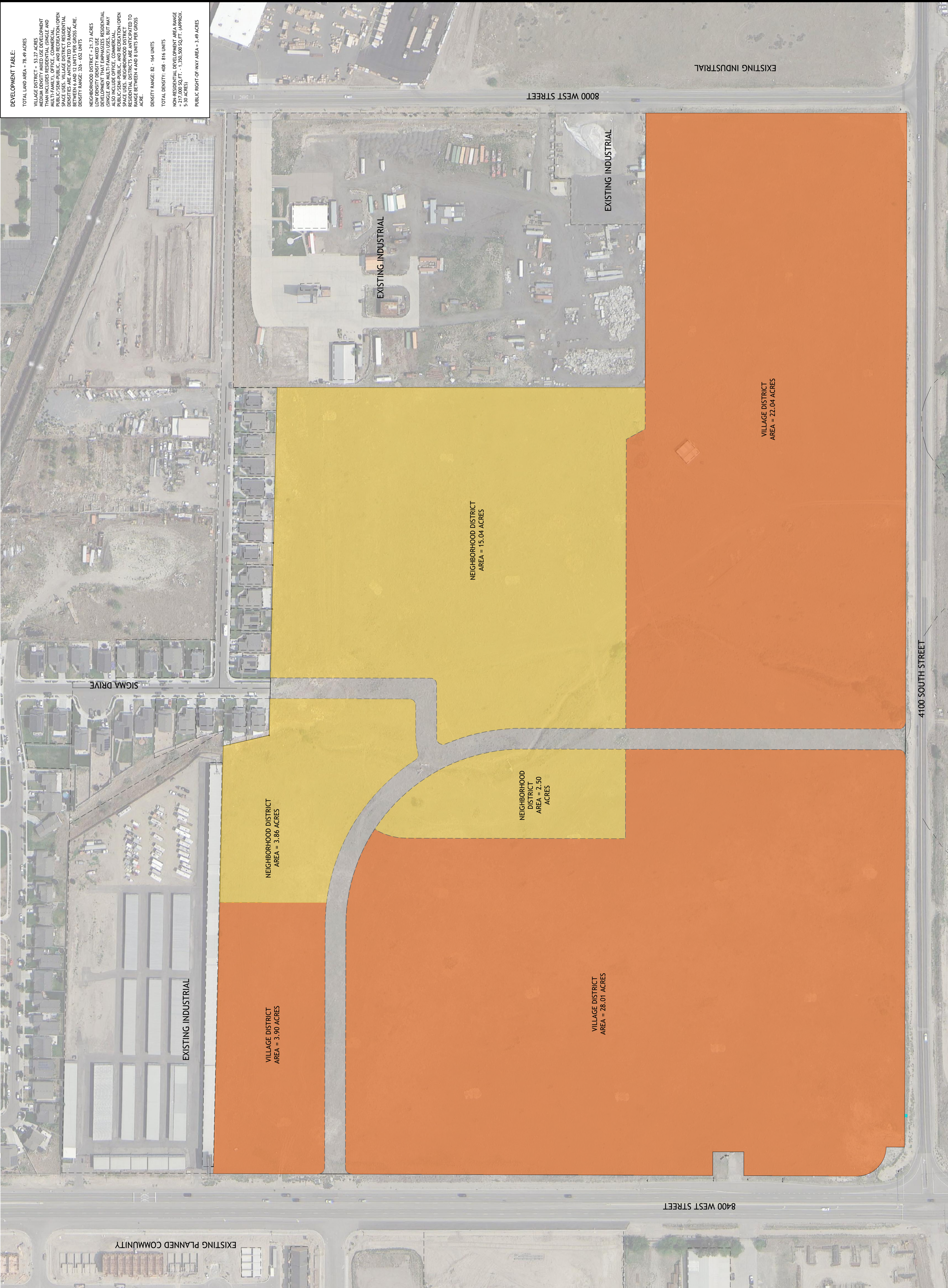
DATE: June 21, 2023

SHEET NUMBER:

O-2

DEVELOPMENT TABLE:

TOTAL LAND AREA = 78.49 ACRES
VILLAGE DISTRICT = 53.27 ACRES
MEDIA DENSITY MIXED USE DEVELOPMENT DISTRICT = 2.50 ACRES
MULTI-FAMILY RESIDENTIAL DISTRICT AND PUBLIC/SEMIPUBLIC AND RECREATION OPEN SPACE USES, VILLAGE DISTRICT RESIDENTIAL DISTRICT = 28.01 ACRES
NEIGHBORHOOD DISTRICT = 21.73 ACRES
LOW DENSITY DISTRICT = 62 UNITS
NEIGHBORHOOD DISTRICT - 21.73 ACRES
LOW DENSITY DISTRICT MIXED USE DEVELOPMENT THAT EMPHASIZES RESIDENTIAL DEVELOPMENT AND INCLUDES COMMERCIAL, PUBLIC/SEMIPUBLIC, AND RECREATION OPEN SPACE USES, NEIGHBORHOOD DISTRICT RESIDENTIAL DISTRICTS ARE ARTICULATED TO RANGE BETWEEN 4 AND 8 UNITS PER GROSS ACRE.
TOTAL DENSITY: 408 - 816 UNITS
NON-RESIDENTIAL DEVELOPMENT AREA RANGE = 237,000 SQ. FT. - 1,350,500 SQ. FT. (APPROX. 5.50 ACRES)
PUBLIC RIGHT-OF-WAY AREA = 3.49 ACRES





2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670
www.edmpartners.com



SCALE: 1" = 100'



DEVELOPER:
Ivory Development
978 East Woodoak Lane
Salt Lake City, UT 84117
801-747-7000

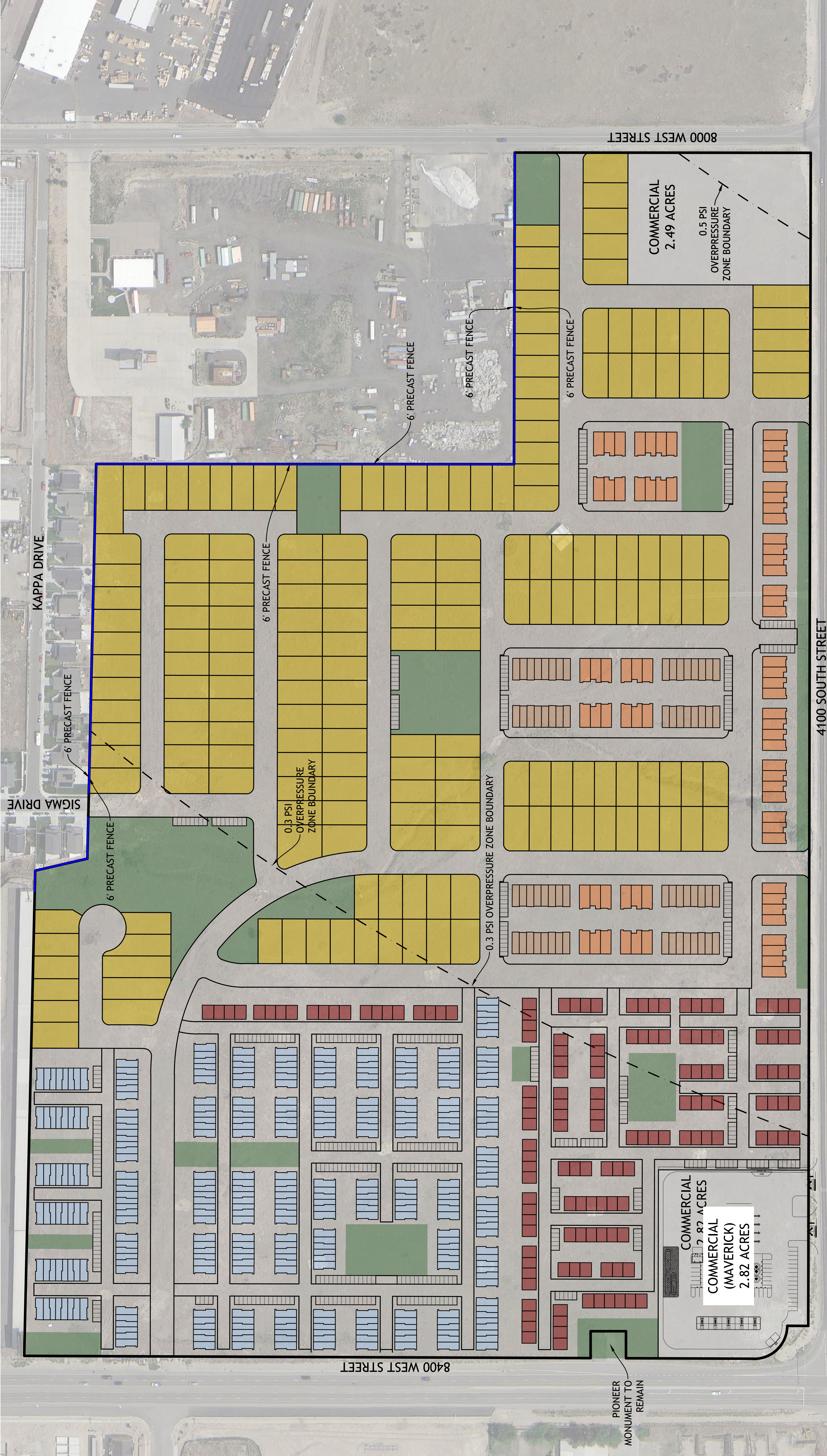


NOTES:

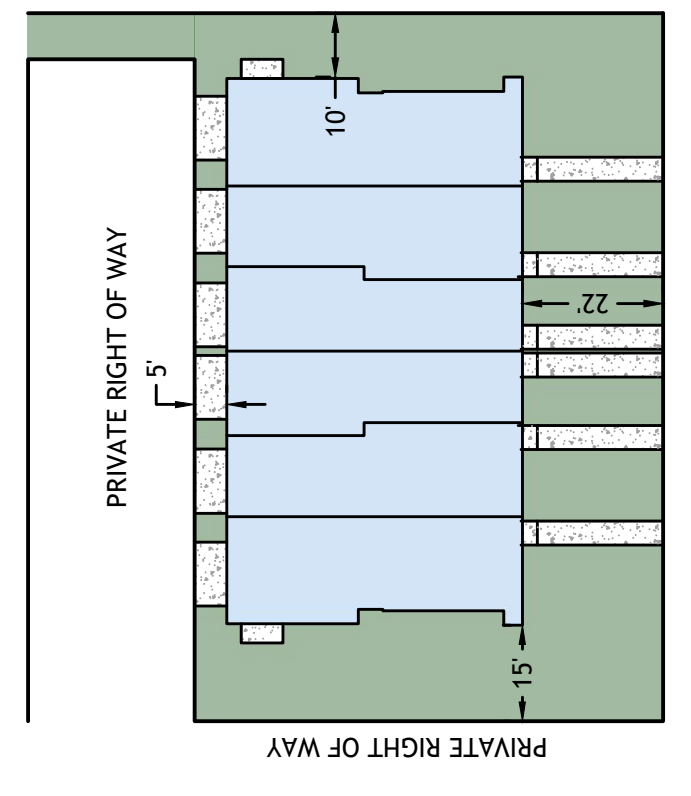
DISCLAIMER:
ARTIST RENDERING ONLY. PLAN MAY BE ALTERED OR CHANGED AT ANY TIME. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH INTEREST. NO STREETS OR UTILITIES SHOWN HEREON ARE ASSUMED BY REASON OF ANY RELIANCE HEREON.

Mahogany Ridge

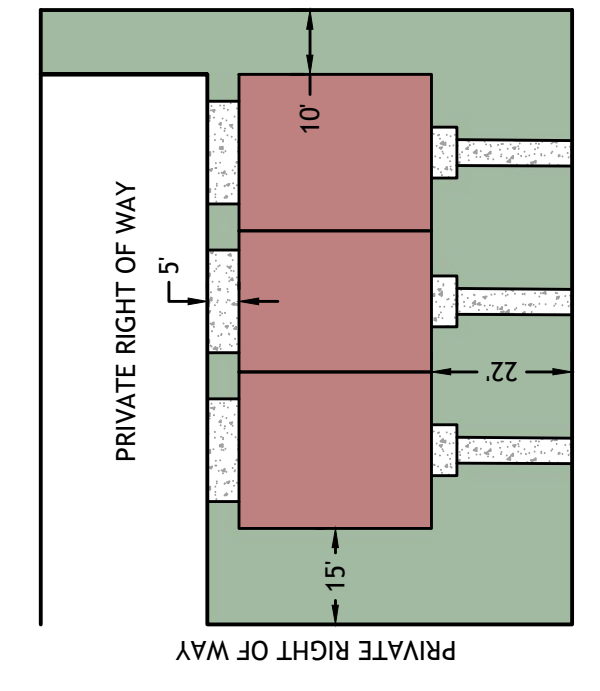
Overall Site Plan	
PROJECT:	NMM
DRAWN BY:	PMD
REVISIONS BY:	
NO. DATE	REMARKS
1 4/10/23	CS Plan Amendment
DATE:	June 21, 2023
SHEET NUMBER:	O-3



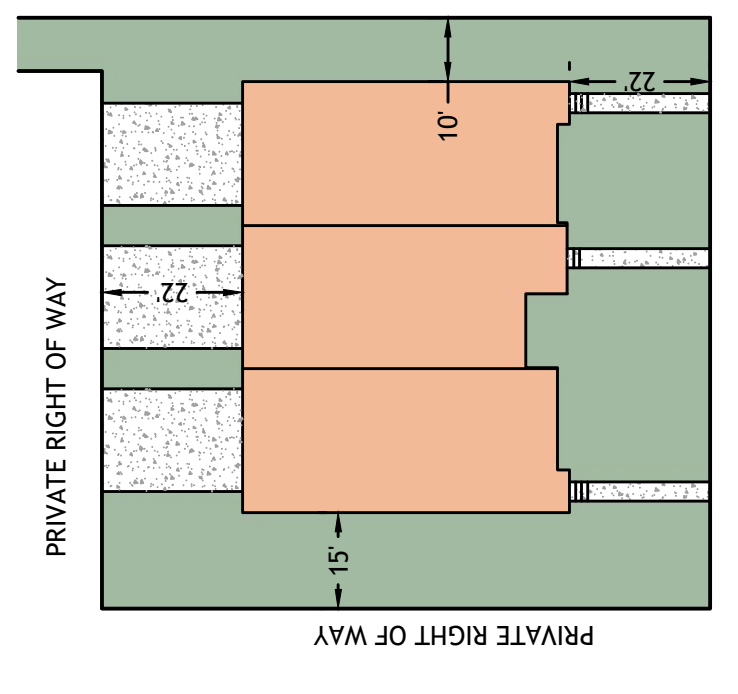
PROJECT STATISTICS	
COTTAGE LOT	196
TROLLEY TOWN LOT	150
ZIPPER TOWN LOT	330
PACIFIC TOWN LOT	76
NEW TOWN LOT	64
TOTAL UNITS	816
COMMERCIAL LOTS	5.31 AC
OPEN SPACE	6.56 AC



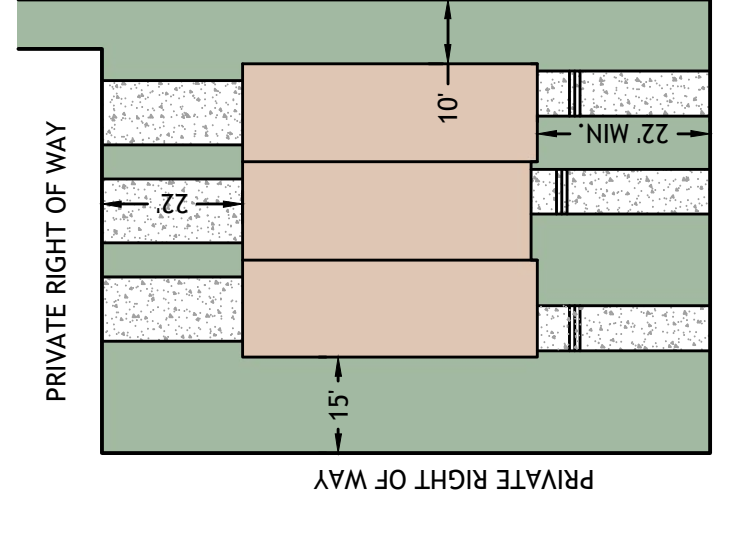
PARKING SUMMARY
6 GARAGE STALLS PER UNIT
6 DRIVEWAY STALLS PER UNIT
216 GUEST STALLS



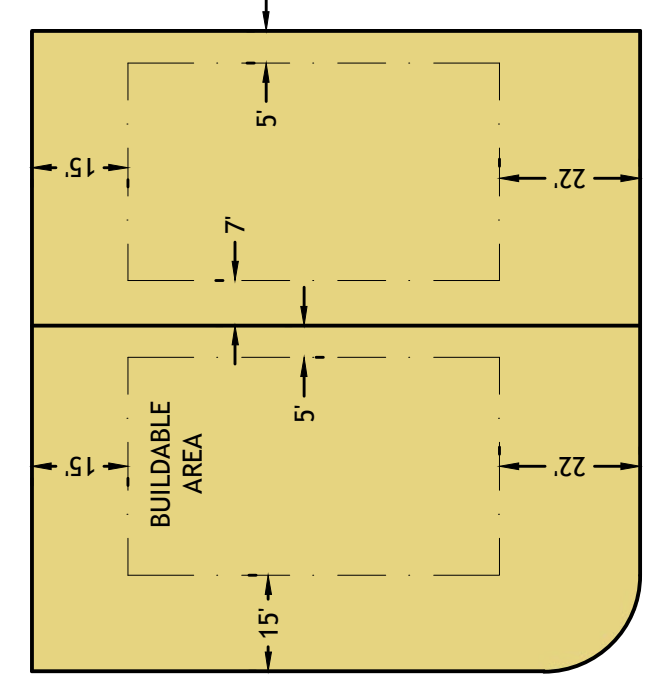
PARKING SUMMARY
2 GARAGE STALLS PER UNIT
2 DRIVEWAY STALLS PER UNIT
93 GUEST STALLS



PARKING SUMMARY
2 GARAGE STALLS PER UNIT
2 DRIVEWAY STALLS PER UNIT
56 GUEST STALLS



PARKING SUMMARY
1 GARAGE STALL PER UNIT
1 DRIVEWAY STALL PER UNIT
64 GUEST STALLS



PARKING SUMMARY
2 GARAGE STALL PER UNIT
2 DRIVEWAY STALLS PER UNIT
40 GUEST STALLS



2815 East 3300 South, Salt Lake City, UT 84109
 (801) 305-4670
 www.edmpartners.com



SCALE: 1" = 100'



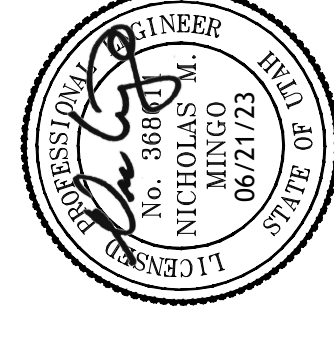
APPLICANT:

Ivory Development
 978 East Woodoak Lane
 Salt Lake City, UT 84117
 801-747-7000



NOTES:

1. All sanitary sewer improvements shall conform with the standards and specifications of Magna Water.
2. All culinary water improvements shall conform with the standards and specifications of Magna Water.
3. All secondary water improvements shall conform with the standards and specifications of Magna Water.
4. All improvements in the public right of way shall conform with the standards and specifications of the Greater Salt Lake Municipal Service District.
5. All private improvements shall conform to APWA standards and specifications.
6. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.



Mahogany Ridge

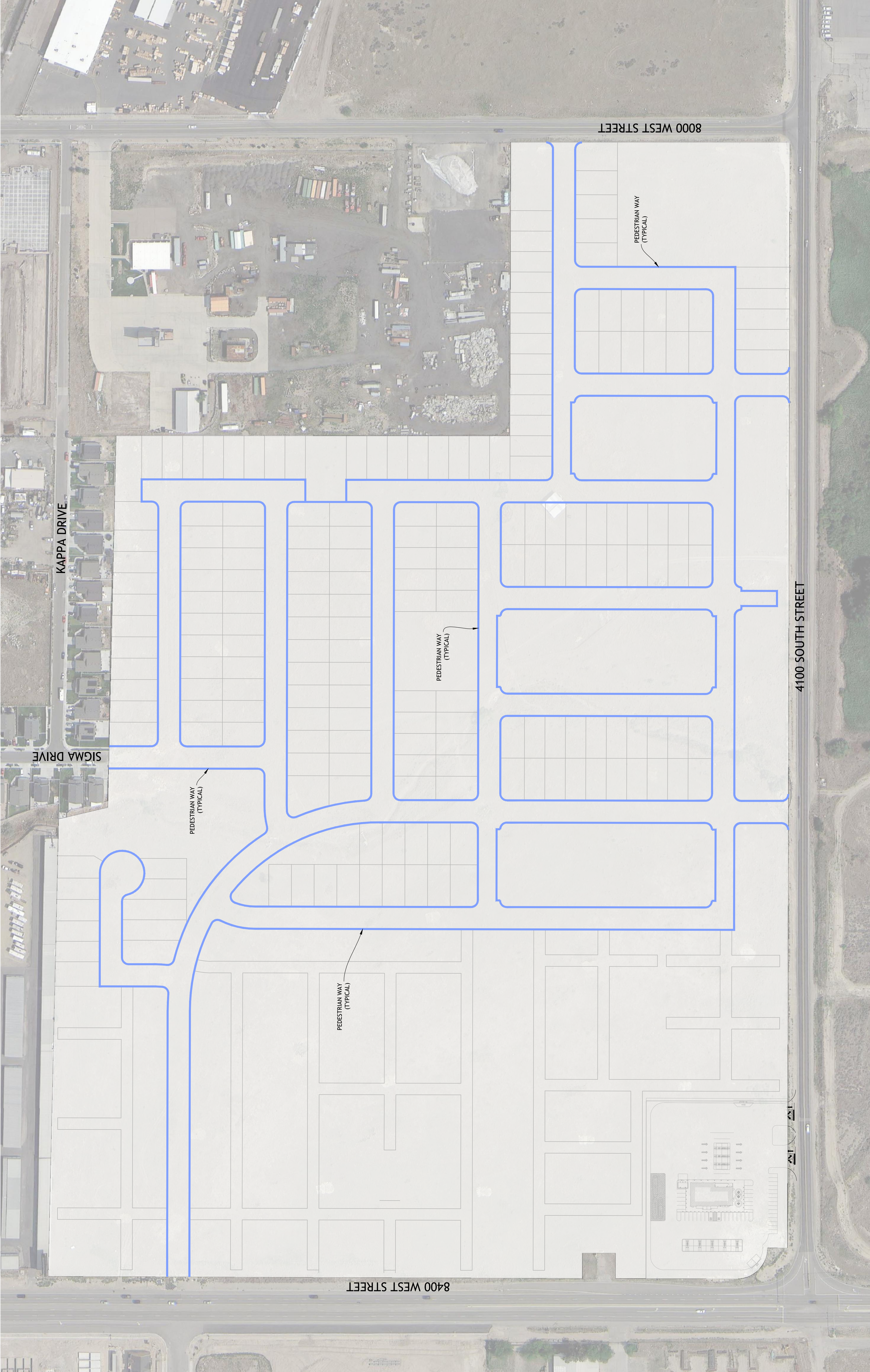
Pedestrian Circulation Plan

PROJECT:	KWV
DRAWN BY:	NMM
REVIEWED BY:	
REVISIONS:	REMARKS
No. DATE	CS Plan Amendment
1 4/10/23	

DATE: June 21, 2023

SHEET NUMBER:

O-4

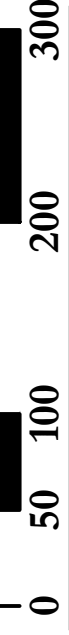




2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670
www.edmpartners.com



SCALE: 1" = 100'



APPLICANT:

Ivory Development
978 East Woodoak Lane
Salt Lake City, UT 84117
801-747-7000



Utah's Number One Homebuilder

NOTES:

- All sanitary sewer improvements shall conform with the standards and specifications of Magna Water.
- All culinary water improvements shall conform with the standards and specifications of Magna Water.
- All secondary water improvements shall conform with the standards and specifications of Magna Water.
- All improvements in the public right of way shall conform with the standards and specifications of the Greater Salt Lake Municipal Service District.
- All private improvements shall conform to APWA standards and specifications.
- Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.



Mahogany Ridge

Overall Grading & Utility Plan

PROJECT:	KWW
DRAWN BY:	NMM
REVISIONS:	REMARKS
No. DATE	CS Plan Amendment
1 4/10/23	

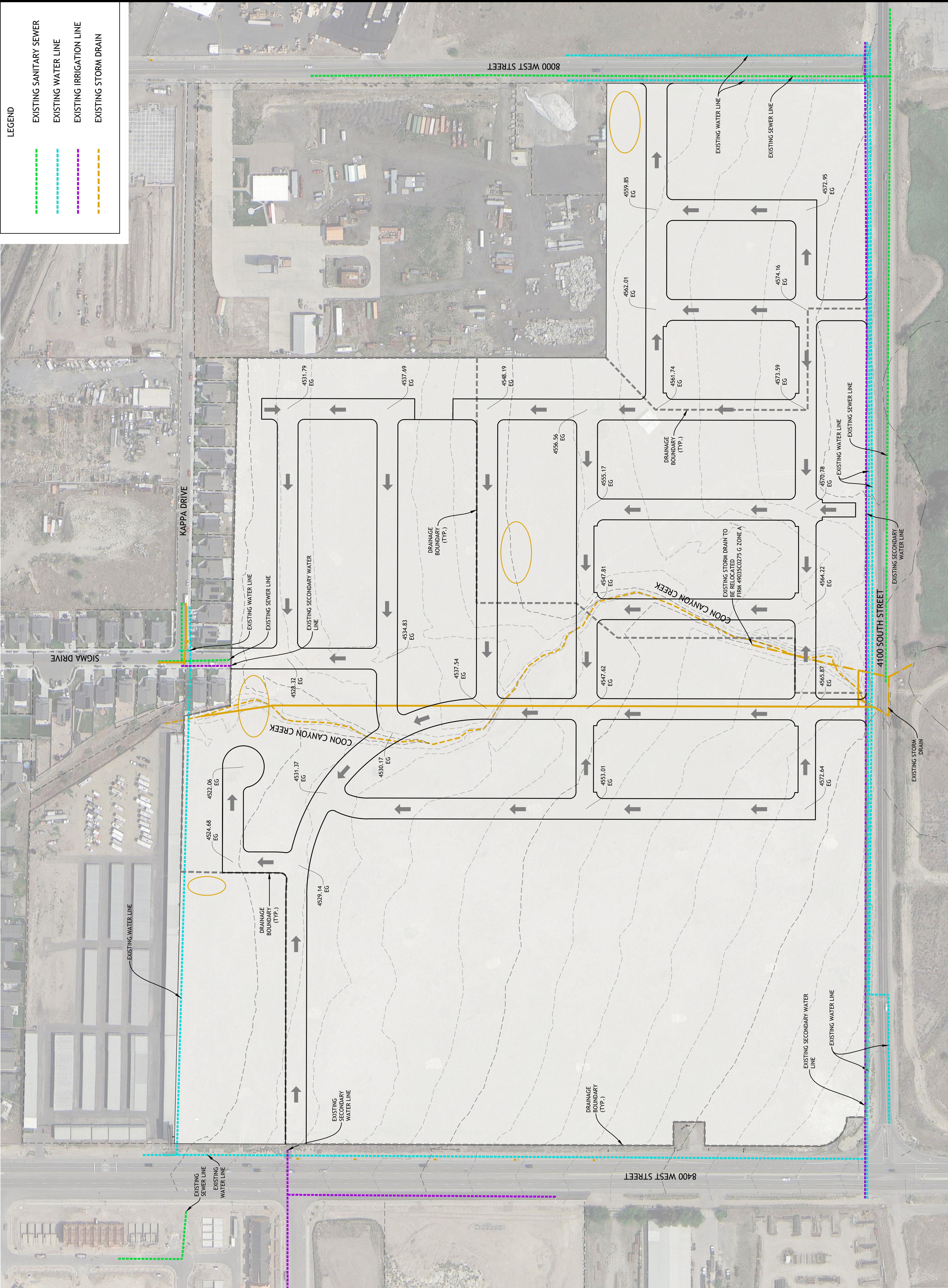
DATE: June 21, 2023

SHEET NUMBER:

0-5

LEGEND

- EXISTING SANITARY SEWER (Green dashed line)
- EXISTING WATER LINE (Cyan dashed line)
- EXISTING IRRIGATION LINE (Purple dashed line)
- EXISTING STORM DRAIN (Yellow dashed line)





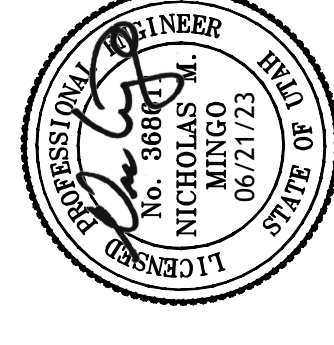
2815 East 3300 South, Salt Lake City, UT 84109
 (801) 305-4670
 www.edmpartners.com

APPLICANT:
 Ivory Development
 978 East Woodoak Lane
 Salt Lake City, UT 84117
 801-747-7000



Utah's Number One Homebuilder

- NOTES:**
1. All sanitary sewer improvements shall conform with the standards and specifications of Magna Water.
 2. All culinary water improvements shall conform with the standards and specifications of Magna Water.
 3. All secondary water improvements shall conform with the standards and specifications of Magna Water.
 4. All improvements in the public right of way shall conform with the standards and specifications of the Greater Salt Lake Municipal Service District.
 5. All private improvements shall conform to APWA standards and specifications.
 6. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.



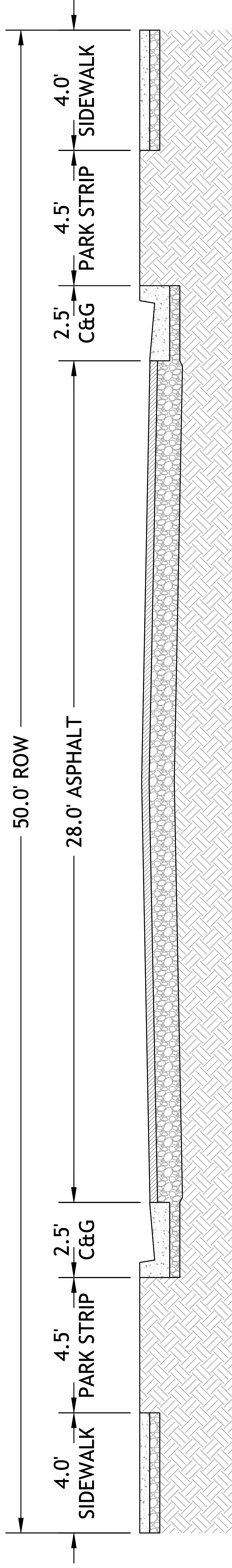
Mahogany Ridge

Street Sections

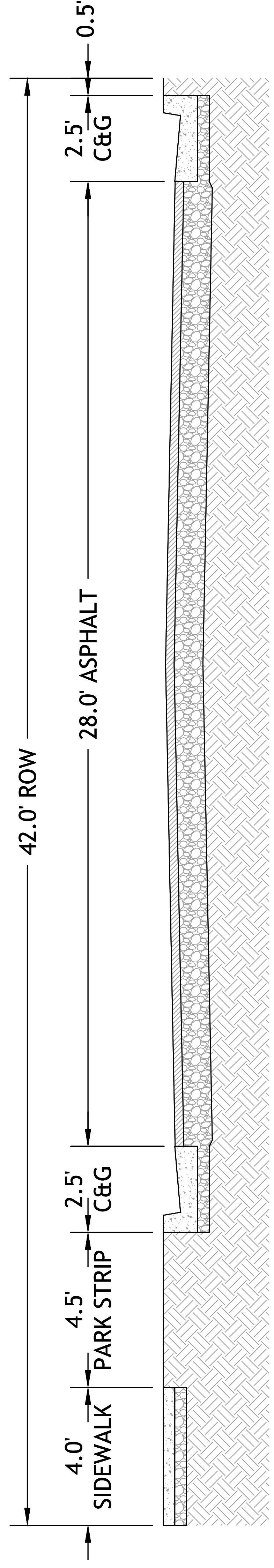
PROJECT:	KWW
DRAWN BY:	NMM
REVISIONS:	
No. DATE	REMARKS
1 4/10/23	CS Plan Amendment

DATE: June 21, 2023
SHEET NUMBER:

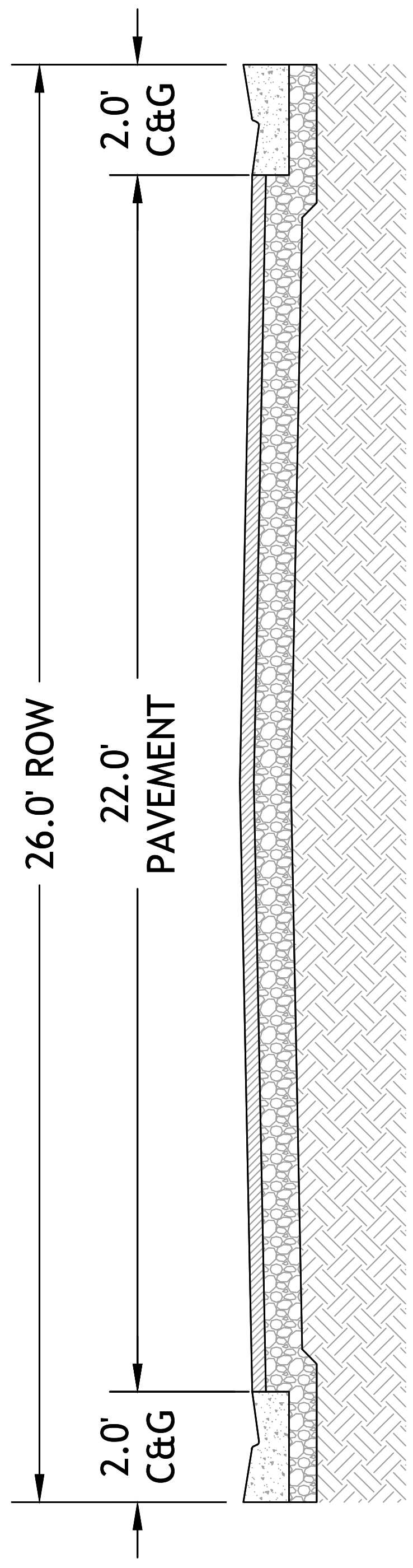
O-6



50' ROW PUBLIC STREET
 NOT TO SCALE



42' ROW PUBLIC STREET
 NOT TO SCALE



26' PRIVATE STREET
 NOT TO SCALE

SECOND AMENDMENT TO MAHOGANY RIDGE DEVELOPMENT AGREEMENT

This Second Amendment to Mahogany Ridge Development Agreement (“**Amendment**”) is entered into this ____ day of _____, 2024 (“**Effective Date**”), by and between the Magna Metro Township (“**Magna**”) a Utah political subdivision, and the Developer, Ivory Development, LLC (“**Developer**”), a Utah limited liability company.

RECITALS

WHEREAS: Magna enters into this Agreement pursuant to the powers granted by Utah Code Annotated § 10-9a-102(2), as amended.

WHEREAS: the parties entered into that certain Mahogany Ridge Development Agreement effective October 5, 2021 (the “**Development Agreement**”) under the Vested Laws as defined therein; and

WHEREAS: pursuant to Section 6.6 of the Development Agreement, the parties seek to amend the Development Agreement subject to the Vested Laws as defined therein except as expressly modified in this Amendment;

AMENDMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

Section 6.21 is hereby added as follows:

6.21 Commercial Uses. Commercial uses that front arterial or collector streets may orient the buildings towards the residential lots, away from the street, to minimize impacts to residents. Pump islands may be oriented towards the street.

Section 6.22 is hereby added as follows:

6.22 Driveways. There shall be no minimum spacing required between residential driveways in the Mahogany Ridge Development.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written:

MAGNA
A Utah political subdivision

MAYOR

Attest:

Magna Clerk/Recorder

Approved as to Form:

Magna Attorney

State of Utah)
) ss.
County of Salt Lake)

On this _____ day of _____, 2024, appeared before me _____, personally known to me or identified on the basis of satisfactory evidence to be the Mayor of Magna, who acknowledged to me that he executed the foregoing instrument on behalf of Magna.

Witness my hand and official seal:

Notary Public

IVORY DEVELOPMENT, LLC
Developer

Chris Gamvroulas, President

State of Utah)
) ss.
County of Salt Lake)

On this _____ day of _____, 2024, appeared before me _____, personally known to me or identified on the basis of satisfactory evidence to be the President of Ivory Development LLC, who acknowledged to me that he executed the foregoing instrument on behalf of Ivory Development LLC.

Witness my hand and official seal:

Notary Public