



**MAGNA CITY COUNCIL
BUSINESS MEETING AGENDA
January 28, 2025**

Webster Center
8952 West Magna Main Street
Magna, Utah 84044

PUBLIC NOTICE IS HEREBY GIVEN that the Magna City Council will hold a business meeting on the **28th day of January 2025** 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.**

Anticipated meeting duration: 1:05

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 this evening's agenda, should sign-up on the "Public Comment" form located at the entrance. Persons signing up to speak will be called up in the order that they signed-in on the "Public Comment" form. Persons addressing the City Council shall step-up to the microphone and give their name for the record. The City Council is interested in hearing directly from residents. In an effort to be both transparent and responsive, the City Council previously adopted rules to help govern public meetings. As such, Councilmembers cannot respond directly to comments during public comment. However, Magna City staff will be responsible for responding directly to citizens who request a response. Should an item on tonight's agenda generate a question you would like answered, there is a QR code at the front entrance. Please scan the QR code and send your question directly to city staff. The City Council will not interrupt the evening's agenda to take questions from the audience once the formal meeting has commenced. ***Comments should be limited to not more than three (3) minutes unless additional time is authorized by the Governing Body.***

5. STAKEHOLDER REPORTS

- A. Unified Police Department - **Chief Del Craig** (5 minutes)
- B. Pleasant Green Cemetery – **Sharon Nicholes** (5 minutes)
- C. Magna 4th of July - **Kari Duckworth** (5 minutes)

6. PRESENTATION ITEMS - None

7. **CONSENT AGENDA** – *Mayor Barney* (3 minutes)
 - A. Approve City Council Meeting Minutes
 - a. July 23, 2024 City Council Meeting
 - b. January 14, 2025 City Council Meeting
 - B. Approve Memorandum of Understanding Between Magna City and KMH Consulting and Government Affairs Regarding Legislative Representation during the 2025 Utah Legislative Session.
 - C. Approve Consulting Agreement between Magna City and Lincoln Hill Partners, LLC.
8. **COUNCIL BUSINESS:**
 - A. Discussion and Possible Action Regarding **CUP2024-001185** Delay Agreement for Right-of-Way Improvements: 2100 S. – *Justin Smith, Planner* (5 minutes)
 - B. Discussion and Possible Action Regarding Approval of **Resolution R2025-01**, Fourth Amendment to the Master Interlocal Agreement among the MSD, Salt Lake County, Town of Copperton, Emigration Canyon, City of Kearns, Magna City and White City for Municipal, Administrative and Operational Services. – *Paul Ashton, City Attorney* (5 minutes)
 - C. Discussion Only Regarding Potential Membership with ChamberWest – *Council Member Hull* (5 minutes)
 - D. Discussion Only Regarding Potential Agreement with The City Journal – *Council Member Hull* (5 minutes)
 - E. Acceptance of Tentative Administrative Budget for FY 2026 – *Dave Sanderson, Accountant* (5 minutes)
9. **MANAGER/CITY ATTORNEY UPDATES** (10 minutes)
10. **COUNCIL REPORTS** (10 minutes)
11. **CLOSED SESSIONS IF NEEDED AS ALLOWED PURSUANT TO UTAH CODE §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 listed in Utah Code §52-4-205
12. **ADJOURN**

ZOOM MEETING: Topic: Magna City Council Meeting

When: January 28, 2025, 06:00 PM Mountain Time (US and Canada)

Register in advance for this webinar at:

https://zoom.us/webinar/register/WN_3r3CGOQxSnSF7mFJeJVwgQ

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 Magna City, will make reasonable accommodations for participation in the meeting. To request assistance, please call (385) 377-9466 – TTY 711.

A copy of the foregoing agenda was posted at the following locations on the date posted below: Magna City website at <https://magna.utah.gov/> and the Utah Public Notice Website at <https://www.utah.gov/pmn/>. Pursuant to State Law and Magna Ordinance, Councilmembers may participate electronically. Pursuant to Utah Code § 52-4-205, parts of meetings may be closed for reasons allowed by statute.

POSTED: January 24, 2025



MAGNA CITY COUNCIL MEETING

JULY 23, 2024, 6:00 PM
WEBSTER COMMUNITY CENTER
8952 WEST MAGNA MAIN STREET
MAGNA, UTAH 84044

MAGNA CITY COUNCIL MEETING MINUTES

****DRAFT MINUTES – UNAPPROVED****

Council Members Present:

Eric Barney, Mayor
Steve Prokopis, Council Member
Trish Hull, Council Member
Mick Sudbury, Council Member

Council Members Excused:

Audrey Pierce, Council Member

Staff Present:

David Brickey, City Manger
Paul Ashton, Legal Counsel
Detective Harry Holt, UPD
Chief Del Craig, UPD

Others Present:

Pat Bourgeois

1. Call to Order

Mayor Eric Barney, presiding, called the meeting to order at 6:00 PM.

2. Determine Quorum

A quorum was present, allowing the meeting to proceed.

3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. PUBLIC COMMENTS

Pat Bourgeois (Magna Resident) – He believes they are about done with their pipeline job, and moving to pavement repairs. Many places along the gutter need better repairs where the pavement is being chipped up. School will be starting again soon, and the new school won't be open yet. That corner on 8800 W and 3000 S has stop signs on 8800 W, but none on 3000 S.

MAGNA COUNCIL MEMBERS

MAYOR ERIC BARNEY, MAYOR PRO TEM PIERCE,
COUNCIL MEMBER TRISH HULL, COUNCIL MEMBER STEVE PROKOPIS,
COUNCIL MEMBER MICK SUDBURY

When the kids get out of school they act like they own that intersection, and it needs to be a four way stop. There were some houses built across the street from the church on the corner there, but some of those people have not taken care of the weeds in their backyards for years. Those weeds are dry and if they catch fire it will be bad with the wood line along the fence.

5. Unified Police Department

Chief Del Craig reported there will be an after action report and meeting next week on the Fourth of July Events, invited those with information to pass on to contact him. They have been working on some areas with MSD Code Enforcement in regards to parking and weed issues, there are lots of weed issues. They have marked roughly 30-35 cars with pink tags, several have moved but some are still within the timeline to move before action is taken. They will be tracking how many are removed, and they have towed several more in other areas, mainly driven by complaints. Believes they have made good headway towards changing traffic ordinances, particularly parking; those proposals will be presented in the near future.

6. Financial Report – Dave Sanderson, Financial Manager

Dave Sanderson reviewed the reports published in the meeting packet prior to tonight's meeting. He asked the council if they would be amenable to quarterly reports, rather than monthly reports, since there isn't much changing month to month.

The council agreed to discuss the option and get back to Dave.

7. Community Stakeholder Reports

A. Pleasant Green Cemetery – Sharon Nicholes/Nunny Nicholes

David Brickey shared Sharon's update in her absence. There was one non-residential grave dug this past month, as well as three headstone resets. She has also been working with the MSD and Mr. Brickey to get information to the trust to allow for proper evaluation of the water tower donated guard shack, etc. He thanked Magna Water for stepping up to help with the leaking water tank and they are investigating the loss of water. They are aware of the grasshopper infestation; Sharon is doing her best to work on that but they wanted the public to know they are aware of it and working on a solution.

8. ACTION ITEMS

A. 911 Magna Remembers Memorial Project – Lisa Henrie and Dan Peay, 911 Magna Remembers Co-Chairs

Lisa Henrie shared since 2005 they have been producing the 911 Memorial event, during the last few years, along with Harriet and Frank Arreola of the Magna Lion's Club have been discussing the idea of doing a more formal and permanent fixture for the community because of the community response to the annual events. The event began at Veteran's Park and ended at the Senior Center. It has included music, snacks, and honoring of those who have passed including local first responders. This is a community gathering of hopefulness and proactively recognizing our local first responders. On the 20th anniversary an artist's concept was shared,

who has created a steel sculpture and rusted it to look like remnants. Inside is a recirculating waterfall, stained glass and a clock with the tagline of "Magna Remembers." This is a completely volunteer effort over the last 20 years, but there has never really been true funding other than donations to produce the event annually. Through the Magna Community Council, the Webster Center and Lion's Club they have raised \$15,000 towards the \$22,000 cost which includes the materials and labor for a local artist in Cedar City. It is nearly complete, ready for install shortly. Despite a community outreach for funding, they know times are challenging and there hasn't been many donations. There is \$7800 needed in the balance to pay the artist. She described where the monument would be placed with benches in front of it, and will be a nice place to hold the annual events in the future. Any donors would be included on a plaque for their donation. She has reached out to a few corporations about covering the remaining costs, and shared they will be doing an elevated concrete pad in the space designated. There is already water and power to the space, they are just waiting for the rest. They would like to have the official dedication on Wednesday, September 11 at 7:00 PM as has been done traditionally. They are coming to the city to see if there is any chance for them to help donate, the city would be recognized as a major contributor for the project if a donation is given. The artist would like to come up in early August, he will do the install himself. They are just awaiting the concrete bid from UFA for the space.

The council discussed donating the amount left after all other donations have been accounted for. Council Member Prokopolis suggested contributing a minimum, like the other agencies who have stepped forward. The Community Council donated \$5500, Webster Center Foundation \$5000, Lion's Club \$5000 and he would like to see the city's portion be similar to the other larger donors. After that, possibly the Town Council or Kennecott could step in and add the balance if any leftover. If one of the larger donors covers the whole balance, the city will lose the chance to be a part of the process, and he would like to see the city be a donor for this project.

Ms. Henrie noted that there are still additional costs on top of the current balance, like the concrete pad pourings, the plaques for remembrance, etc.

Council Member Hull agreed with Council Member Prokopolis' suggestion.

Council Member Prokopolis moved to commit to an initial \$5000 donation, with the ability to make up any shortfalls should Kennecott or the Town Council not step forward with donations. Council Member Sudbury seconded the motion; vote was 4-0, unanimous in favor. Council Member Pierce was excused from the vote.

B. Approve Replacement Costs of Fence at CW Farm Park – *David Brickey, City Manager*

David Brickey shared the three options, a more traditional silver fence at a cost of \$26,578.00, the Montage Plus at a cost of \$34,534.00, and the black coated chain link fence with privacy slats at a cost of \$24,163.00. Public Works is awaiting the council's decision.

Mayor Barney asked if they had a price for the galvanized option without slats.

Mr. Brickey shared the slats only remove about \$2500 from the price.

Council Member Hull moved to approve option three, the black fence without privacy slats. Council Member Sudbury seconded the motion; vote was 5-0, unanimous in favor.

C. Continued Administrative Law Judge Discussion - *David Brickey, City Manager*

David Brickey put together a change of Title 12 for the council to review, noting it will take an entire process and putting it in front of the ALJ that used to go in front of a justice court judge. The annual cost with the ALJ program and fees is controlled by the council, not the legislature. Some of the changes being made here will necessitate changes to Title 11 Parking and Title 19 with Development. The ALJ will have a lot of latitude for fines and providing incentives for compliance since the goal of bringing items to the ALJ would ultimately be compliance. The MSD currently has a state recognized ALJ under contract, and would provide a space at the new office location for those hearings if desired. In addition, any money collected stays in Magna, rather than going to any other entity. They will also still have the ability to send ALJ cases to the justice court if a resident is refusing to comply. The justice courts are not currently courts of record, and he believes there will be a push for that change in the coming years. He asked the council to review the Title 12 updates, and to contact him if they see anything that needs adjusting.

9. MANAGER/CITY ATTORNEY UPDATES

David Brickey discussed demolition of the 2700 S property. A walkthrough was done with the entities interested in taking down the building, they will be submitting their bids by August 2nd and he should have an update for the council at the next meeting. He hasn't heard back from the Lt. Governor's office on the name change, and he will continue pursuing that for more answers. He reminded the council the ULCT Convention is September 4th and 5th and needs verification from those wanting to attend by August 13. Lastly, he announced that after 3.5 years they have verification of a title transfer, with the help of Council Member Sudbury this last week. He is going to work on getting the outstanding fees reduced on the property, but there should be a complete cemetery by the end of the month.

10. COUNCIL REPORTS

Council Member Trish Hull reported the coalition finally made it back from Chicago after many delays. The kids in attendance were terrific and learned a lot, it was a great conference. UFA was also hit by the IT issues, she received a report on that today on how it was handled; it was handled very well with IT going station to station keeping things going.

Council Member Steve Prokopis reported a UPD Board Meeting last week, where they formally appointed the successor to Sheriff Rivera as the police chief over UPD, Chief Jason Mazuran. First meeting was held in the new location, Millcreek is hosting UPD and SLVLESA Board Meetings for the foreseeable future until a more permanent location is identified. All the properties were vacated under Salt Lake County's control and the separation is final. Property values went up in Salt Lake County and the County Assessor's office is working on some

adjusting so another small tax increase can be made for law enforcement. He reminded them that townships that are now cities are gaining access to fund sources that were unavailable and he discussed some of those.

Council Member Mick Sudbury reported on the Waste Water Management meeting from Monday, proposing an increase. They would like to come out and explain the increase being requested to the entities they serve.

Mayor Eric Barney reported he was not at the July 10 MSD Board Meeting, but he did speak with Marla Howard, the general manager. Miles Tollison is the new Emergency Management Planner for UFA, and he was introduced to the board. The purchasing policy was amended in the bylaws to allow the general manager to apply for grants and enter into grant agreements, which will simplify grant revenue streams at the MSD. In addition, the MSD is working on a new HR personnel policy and procedure manual, hiring a new HR Manager, Joel Grant, who has been putting a lot of work into that. A first draft was presented in the meeting and they are looking to adopt it in the coming weeks.

11. 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

No closed session needed.

12. ADJOURN

Council Member Hull moved to adjourn the July 23, 2024 Magna City Council Meeting. Council Member Sudbury seconded the motion; vote was 4-0, unanimous in favor. Council Member Pierce was excused from the vote.

The July 23, 2024 Magna City Council Meeting adjourned at 6:48 PM.



MAGNA CITY COUNCIL WOSKSHOP MEETING

January 14, 2025 @ 6:00 PM
WEBSTER COMMUNITY CENTER
8952 West Magna Main Street
Magna, Utah 84044

MAGNA CITY COUNCIL MEETING MINUTES

****DRAFT MINUTES – UNAPPROVED****

Council Members Present:

Eric Barney, Mayor
Steve Prokopis
Audrey Pierce
Trish Hull
Mick Sudbury

Council Member(s) Excused:

Staff Present:

David Brickey, City Manger
Paul Ashton, Legal Counsel
Daniel Torres, Economic Development Manager
Diana Baun, City Recorder
Stewart Okobia, Director of Finance
Lieutenant Shane Manwaring
Chief Del Craig
Detective Harry Holt

Others Present:

Kari Duckworth
Jordan Petersen
Emily Hamilton

6:00 PM – PUBLIC MEETING

1. Call to Order

Mayor Barney, presiding, called the meeting to order at 6:00 pm.

2. Determine Quorum

A quorum was present, allowing the meeting to proceed.

3. Pledge of Allegiance

MAGNA COUNCIL MEMBERS

MAYOR ERIC BARNEY, MAYOR PRO TEM AUDREY PIERCE,
COUNCIL MEMBER TRISH HULL, COUNCIL MEMBER STEVE PROKOPIS,
COUNCIL MEMBER MICK SUDBURY

The Pledge of Allegiance was recited.

4. PUBLIC COMMENTS

Kari Duckworth is speaking as a stakeholder for Fourth of July event in Magna. She has requested to be added to the Business Meeting Agendas as a Stakeholder until July, to include a follow-up after the event. She is not aware of the current budget and is hoping to get that before the committee meeting next Tuesday. One potential problem they are running into is the construction on Main Street. They are looking at other options including rerouting the parade, a two-day event Friday and Saturday, or adding more to the park as a one-day celebration. They don't want to cancel the parade, but understand the construction needs to happen. They have already heard from last year's trampoline stunt group, as well as the All in Fun company used for the carnival in the past. All in Fun is already getting a request from Park City for many of the things Magna has used in the past. She may have to make some decisions before the budget is available, hoping it will be like past amounts. She will have more for the next meeting with rough drafts for each potential scenario. She is also looking into sponsorship help offered by someone who reached out after last year's event.

5. STAKEHOLDER REPORTS

A. Unified Police Department

Chief Del Craig shared that in December family offenses were down to 38, in the past they were trending much higher in the 60s. They usually worry about an increase during holidays, so this was a pleasant change. Vandalism and property damage has increased, including the recent increase in graffiti; they are working on figuring out who is behind the graffiti handle being used. They are fully staffed on paper after the separation from the Sheriff's Office, with officers preparing to enter the academy, which takes about 22 weeks plus on the job training. It takes some time for those new recruits to actually get on the road, but recruitment is going well. They were able to recruit a veteran officer to staff the second traffic car. Sub for Santa went well, and he thanked the community for their donations.

Council Member Sudbury noted that 8400 has had some wrecks recently, and he doesn't see that slowing down. He is hoping the additional traffic car will help.

Chief Craig is nervous about the new school but looking forward to the congestion relief in the current school area. It will be very busy in the Little Valley area when the school opens. Left turns in the area are a big problem, and they are aware of it. They have been patrolling and policing out there because of those issues.

Council Member Hull asked MSD staff to speak with UDOT regarding a few trouble areas, UDOT needs to extend the median at the same time or before they put in the four-way light.

Dan Torres shared that staff has been working with UDOT, including monthly coordination meetings. The intersection study was done and came with a recommendation for signals versus a roundabout. The City Engineer is working with UDOT as well.

B. Pleasant Green Cemetery

Sharon Nicholes – no update provided

6. PRESENTATION ITEMS

A. Audited FY2024 Financial Statement Presentation – *Stewart Okobia, Director of Finance* (10 minutes)

Stewart Okobia reviewed the financial statements published in the meeting packet.

B. “Communities that Care Magna” Presentation of Grant Opportunity – *Council Member Hull, Jordan Petersen, and Emily Hamilton* (15 minutes)

Jordan Petersen reviewed her public handout (Attachment A) and updated prepared presentation (Attachment B) regarding grant opportunities for the organization, as well as updated statistics and current programs.

C. ChamberWest Presentation - *Barbara Riddle, President/CEO ChamberWest* (5 minutes)

Barbara Riddle reviewed her public handout regarding membership information (Attachment C).

Council Member Hull shared her positive experiences as a member of the chamber, both through her business and beyond. She highly recommended the organization on a personal note.

Council Member Audrey Pierce attended the Magna Chamber previously and thinks this is a good move for the city with that closure. The pooled benefits provide much more robust benefits to the public.

D. The City Journal – *Bryan Scott* (5 minutes)

Bryan Scott introduced The City Journal, noting they currently have 14 local newspapers in Salt Lake County, as well as a few in Davis County and Idaho. These are monthly publications that are delivered for free to residents through the post office. He gave some examples of the content they provide for other cities, using Riverton’s paper as an example. The city gives them the information, The Journal compiles the information and creates the newspaper for delivery.

Council Member Sudbury asked how the paper is funded.

Mr. Scott responded it is funded through advertising and community partners.

7. CONSENT AGENDA

- A. Approve Minutes from the December 10, 2024 City Council Meeting - *Diana Baun, City Recorder* (5 minutes)**

Council Member Sudbury moved to approve the December 10, 2024 City Council Meeting minutes as published. Council Member Hull seconded the motion; vote was 5-0, unanimous in favor.

8. COUNCIL BUSINESS

- A. Discussion Regarding State Required Update to General Plan for Water Elements – *Dan Torres, Economic Development Manager* (5 minutes)**

Dan Torres explained the changes made by the legislature in the past two to three years, noting that cities with a population over 10,000 have to make these specific updates. He reviewed a grant checklist that was published prior to the meeting in the packer. In December he applied for a grant through the Department of Natural Resources on behalf of Magna, and made it clear that through the shared services of the MSD, if Magna received the grant it would benefit the other communities served through the MSD. The grant was awarded, and a grant agreement will be brought back when it's executed. He is hoping to begin in March with a consultant, funded by the grant, and work with the councils and planning commissions through July to have things ready for adoption in September/October to meet the December deadline. He is looking for a recommendation from the council to begin working with the planning commission on the general plan updates.

The council unanimously approved of starting the process with the planning commission.

- B. Update on Proposed “Franchise Agreement between Magna City and Magna Water” – *Paul Ashton, City Attorney* (5 minutes)**

Paul Ashton noted this is an ongoing issue. There are currently franchise agreements with all the utilities providing service that need road cut permits. Historically, pipeline agreements have always been used with Magna Water, but they have the downside of having to be negotiated for each project. A franchise agreement has been created with some disagreement between the parties on the terms, and he believes they are getting close to a compromise. Once everything is agreed upon, the franchise agreement will be brought back to the council for approval. He will be recommending ending the use of pipeline agreements and is looking to force the use of the franchise agreements in the future to make things easier for engineering staff as they move forward.

- C. Discussion Regarding **CUP2024-001185** Delay Agreement for Right-of-Way Improvements: 2100 S. – *Justin Smith, Planner* (5 minutes)**

Justin Smith reviewed background information from the Staff Report and his prepared presentation (Attachment D).

Mayor Barney asked what would justify calling this due within the 10-year period, is there a specific trigger.

Mr. Smith responded the city could chose it as a project, which would prompt construction, or if all the other properties along the way got developed or made a major change/expansion that would also trigger it.

Council Member Prokopis noted that if the existing frontage were to develop in the future, and was not granted a delay request for the work, they could then call both sides due as well. He is a little confused in that they are asking for a delay agreement for the east entrance, but another map shows they are using the west entrance and references the easement in the four-lot subdivision.

Mr. Smith clarified the subdivision to the west is the one being referenced.

Mayor Barney clarified that if the delay agreement is not granted, the curb and gutter would be required now at the west and east entrances.

D. 2025 Annual Conflict of Interest Forms for Council Members and staff – *Diana Baun, City Recorder* (5 minutes)

Council Members were asked to fill out the 2025 Conflict of Interest Forms and turn them in to the Recorder's Office to maintain compliance.

E. Open and Public Meetings Act Training Requirements (5 minutes) – *Paul Ashton, City Attorney*

Paul Ashton reminded the council members of the training requirements, noting that if they have the training in another committee they simply need to send a copy of their certificate of completion to the Recorder's Office so it's on record for compliance as a council member.

F. Discussion Regarding **Resolution R2025-01, Fourth Amendment to the Master Interlocal Agreement among the MSD, Salt Lake County, Town of Copperton, Emigration Canyon, City of Kearns, Magna City and White City for Municipal, Administrative and Operational Services. – *Paul Ashton, City Attorney* (5 minutes)**

Mr. Ashton reviewed the amendment to the interlocal agreement, noting this is related to the MSD bringing in the engineering services from the County.

9. CITY MANAGER/CITY ATTORNEY UPDATES

David Brickey gave an update on the opening of the dog park, which has been a bit of a

challenge as it requires coordinating with several entities including UPD, Public Works, Parks and Animal Control. He notified the public that the gates to the park will soon be physically locked until the official opening, due to liability issues. The official opening will be announced on the website and social media pages.

Council Member Sudbury noted he visits the park quite a bit and constantly sees many using the park already. Council Member Sudbury agreed they need to have someone over the park. He would like to see the park really flourish with quality components since money has already been invested.

Mr. Brickey noted the county will be visiting another park in the area soon and will come back from that with their additional suggestions.

Council Member Pierce noted there had already been conversations with the Animal Services Board regarding recommendations for design of a dog park. She encouraged bringing Kari into the conversation if the city is looking to do bids/proposals.

Mr. Brickey will get with Council Member Pierce later for that information. Additionally, he acknowledged there is no shade currently, only benches to sit on while dogs play, so there is nowhere to sit out of the sun when the weather gets hot. They want to work on fixing those issues as well before opening. His next item to discuss was the final architectural review process currently taking place and the upcoming procurement process regarding the Webster Center. He has some questions for Mr. Ashton but he believes a firm will be picked by the end of the week. Additionally, he encouraged the council to choose a Saturday for their retreat. He gave them the options of Saturday February 8, 15 or 22 for the council retreat and asked them to check their calendars and let him know which dates work.

Paul Ashton shared the legislature begins next week and reminded everyone that public engagement is key, more than anything else. He confirmed Mayor Barney and Council Member Pierce will be attending the League Meetings. They will coordinate so they have the information for the meetings. Paul will be there every Tuesday working on issues as well and will keep an eye on everything.

10. COUNCIL REPORTS

Council Member Pierce believes there will be lots of discussion around sheltering homeless and Code Blue, which will put additional strain on sheltering homeless in those circumstances. Even though there have been three Code Blue alerts in the last two weeks, Magna does not have the resources to shelter and pushed it to the county. Depending on the legislature, she worries the county may start pushing that back on the cities. Mosquito abatement is in an administrative lull, mostly doing planning and purchasing supplies for later in the season, in addition to making arrangements for travel to annual conferences. The Animal Service Board had some discussion at their last meeting regarding funding for mobile vet clinics and the equipment purchased. She will share on social media more information about the mobile vet clinics and specific Magna dates. Regarding Emergency Management, she missed a few

meetings while she was out, but she is working on catching up her emails. Many of the meetings she did attend towards the end of the year showed most groups being through the draft process, and that they will be presenting to the councils soon for approval. Regarding the microchip readers provided, some asked for additional training but she knows the county asked for more money to purchase and distribute more readers. Magna mosquito got one or two readers, she had one, and she believes the fire department might have the additional readers. She will get more information for the next meeting.

Council Member Hull gave a UFA update, the city has eight firefighters, one truck and one ladder. They are currently beginning the budget cycle with UFSA. She also shared a story of one of the city's paramedics who happened to drive by and see an accident, jumping in with another bystander to help someone whose car went into the water in Provo Canyon.

Council Member Prokopis shared there is a UPD meeting this Thursday. Last month they met and the tax increase for SLVLESA was passed in December. At this next meeting they will discuss the new leadership positions for the upcoming year. For Unified Fire he shared the quarterly report for the fourth quarter of 2024 and drew the council's attention to the fact that year over year calls for fire are increasing about 350 calls a year. With new population comes new demand for service. There are 15 new firefighters graduating on January 16th at Millcreek City Hall, and immediately after they will have 36 new hires beginning training in Magna. UFA has begun their budget process as well. One engine, one ladder and one ambulance are the only equipment currently being used in Magna. West Vally does help out when needed, but as calls pick up they will need to add resources in the future.

Council Member Sudbury discussed the Wasatch Front Waste meeting where the body voted in favor of an increase from \$19 a month to \$26 a month; he and Herriman voted no for the increase, still recommending an RFQ to get quotes for garbage.

Mayor Barney shared at the last MSD Board Meeting they reviewed and approved the previously discussed amendment to the interlocal amendment. The new MSD facilities will be open the second week of March. Wednesday March 26 at 9:00 am will be an opening event/open house for council members, stakeholders and contracted service organizations. There will be an Open House on Tuesday, April 8 for the community at large. He received a phone call right before meeting from Salt Lake County, regarding the justice court issue. Salt Lake County is attempting to move away from justice courts, but that leaves the cities without a court system. There was a recommendation made to consider moving certain areas of code from criminal to civil, which moves them out of the justice court and into the ALJ type of situation. If all parties using the justice court move to that scenario, the load would be minimal and hopefully encourage them not to disband it. This will likely be a hot topic at the Legislature, and Magna needs to decide what's best for their city.

Council Member Sudbury noted a separate justice court could be extensive, asking if they could team up with another city that already has one in place. The previous City Manager for West Valley was opposed, but he doesn't know what the current city manager would say.

Mayor Barney noted the proposed legislation he has heard is suggesting June of 2026 as the end date for the Salt Lake County Justice Courts.

Council Member Hull asked if they would need to get their own ALJ.

Mayor Barney noted it would be easier to higher an ALJ, rather than setting up a justice court. They currently have use of an ALJ through the MSD, so the route is there if the changes are made.

Dan Torres shared that there has already been a conversation with the ALJ being used by the MSD, and he indicated that his firm has the capacity to handle the change in code if done.

Council Member Pierce asked if MSD staff and the current ALJ could meet with the Chief to compile numbers on the caseload between the ALJ and criminal cases. She feels that would help them in their decision making.

Mayor Barney noted that currently the justice court has not been taking or adjudicating the smaller cases, so criminal offenses for small things just disappear. He gave the example of Brighton, where they moved parking to civil from criminal, and because of ski resort they are taking in a lot of extra money from illegal parking.

11. CLOSED SESSIONS IF NEEDED AS ALLOWED PURSUANT TO UTAH CODE §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 listed in Utah Code §52-4-205**

Council Member Hull moved to recess the regular Council Meeting and move to a Closed Session for the topics in bold above. Council Member Sudbury seconded the motion; vote was 5-0, unanimous in favor.

Council Member Hull motioned to adjourn the Closed Session and return to the regular Council Meeting. Council Member Sudbury seconded the motion; vote was 5-0, unanimous in favor.

12. ADJOURN

Council Member Hull moved to adjourn the January 14, 2025 Magna City Council Meeting. Council Member Sudbury seconded the motion; vote was 5-0, unanimous in favor.

The January 14, 2025 Magna City Council Meeting adjourned at 8:42 PM

This is a true and correct copy of the January 14, 2025 City Council Meeting Minutes, which were approved on January 28, 2025.

Attest:

Magna City Recorder

Magna City Mayor

DRAFT

MEMORANDUM OF UNDERSTANDING

Between

Magna City, Utah

And

KMH Consulting and Government Affairs

Regarding Legislative Representation during the 2025 Utah Legislative Session

Date: January 17, 2025

1. Parties

This Memorandum of Understanding (MOU) is made and entered into by and between:

- **Magna City, Utah** (hereinafter referred to as "Magna City"), a municipal corporation located in Salt Lake County, Utah.
- **KMH Consulting and Government Affairs** (hereinafter referred to as "KMH"), a consulting firm specializing in government affairs and legislative representation.

2. Purpose

The purpose of this MOU is to outline the understanding and intentions of Magna City and KMH regarding the provision of legislative representation services by KMH on behalf of Magna City during the 2025 Utah Legislative Session (hereinafter referred to as "the Session").

3. Scope of Services

KMH will provide the following services to Magna City during the Session:

- **Monitoring Legislation:** KMH will monitor all legislative activity relevant to Magna City's interests, including bills, resolutions, and budget items.
- **Legislative Advocacy:** KMH will advocate for Magna City's legislative priorities by:
 - Developing and implementing legislative strategies.
 - Communicating with legislators, legislative staff, and other relevant stakeholders.
 - Preparing and delivering testimony before legislative committees.
 - Providing regular updates to Magna City on legislative developments.
- **Representation:** KMH will represent Magna City's interests before the Utah State Legislature, including attending committee meetings, floor debates, and other legislative proceedings under the direction of the City Manager and or the Magna City Mayor
- **Reporting:** KMH will provide regular written and verbal reports to Magna City on the progress of legislation and other relevant matters.

- **Other Related Services:** KMH will provide other related services as mutually agreed upon by both parties.

4. Magna City Responsibilities

Magna City will:

- **Provide Direction:** Clearly communicate its legislative priorities and objectives to KMH through the City Manager or Magna City Mayor
- **Provide Information:** Provide KMH with all necessary information and documentation relevant to its legislative priorities.
- **Timely Communication:** Maintain timely communication with KMH and respond promptly to inquiries.
- **Payment:** Compensation for Services with KMH will be for the amount of \$1,000 monthly through the 2025 calendar year.

5. Term

This MOU will be effective from the date of signing and will remain in effect through the 2025 Calendar year, unless terminated earlier by mutual written agreement of both parties.

6. Compensation

KMH will be placed on a retainer in the amount of \$1,000.00 to be billed monthly beginning with January 2025 and lasting through December 2025.

7. Confidentiality

Both parties agree to maintain the confidentiality of any non-public information shared during the course of this agreement.

8. Non-Binding Agreement

This MOU is intended to express the current understanding and intentions of the parties and does not create any legally binding obligations, except for the provisions contained in this Memorandum of Understanding.

9. Entire Agreement

This MOU constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, whether oral or written.

10. Signatures

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first written above.

For Magna City,

Signature

Date

Mayor

Approved to Form:

City Attorney

[Signature]

For KMH Consulting and Government Affairs:

Signature

Date

Kory Holdaway

Principal for KMH Consulting & Government Relations



LINCOLN HILL PARTNERS

68 East 300 North
Salt Lake City, Utah 84103
Phone: (801) 703-1799
www.lincolnhill.com

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “Agreement”) is entered into on January 1, 2025, by and between Magna City (“Client”) and Lincoln Hill Partners, LLC, located at 68 East 300 North, Salt Lake City, Utah, 84103 (“Consultant”), regarding the representation of Client in the State of Utah (“State”).

RECITALS

WHEREAS, Client desires to obtain the Services specified herein; and

WHEREAS, Consultant is desirous of accepting the duties and responsibilities of providing the Services specified herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

I. Scope of Representation

Consultant shall provide strategic advice and services on state and local government relations matters, lobbying assistance, and general advocacy efforts for Client to achieve their core objectives. This will include working with governmental bodies to secure state and local funding for critical infrastructure projects, with a particular emphasis on transportation needs within the Client's city. Consultant will assist the Client in identifying funding opportunities, preparing necessary documentation, and developing a strategy for engaging with relevant stakeholders, including state and local officials, to secure the necessary resources for infrastructure development. This effort will include collaboration with Executive and Legislative Branch officials during the 2025 state Legislative Session and may extend through the term of this contract. In addition to transportation funding, Consultant will support the Client in public relations and communications strategies to bolster overall government relations efforts. While Consultant cannot guarantee the outcome of funding requests or legislation, Consultant will exert

their best efforts to facilitate initiatives aimed at achieving the Client's objectives related to critical infrastructure development (“Services”).

II. Term

This Agreement shall commence on January 1, 2025, and shall expire on December 31, 2025. This Agreement may be renewed upon written consent of both parties. Either party may cancel the contract, at any time, with 30 days’ written notice to the other party.

III. Consideration

For Services performed under this Agreement, Client shall remit to the Consultant a total of \$60,000.00 per year (“Consulting Fee”), to be paid in twelve (12) payments of \$5,000.00 within 30 days after the receipt of the invoice. Consultant shall be entitled to reimbursement for any expenses reasonably incurred in the performance of the Services, provided that those expenses are agreed upon, in advance, and in writing by the Client.

IV. Client Loyalty

Consultant understands that his/her signing of this Agreement constitutes complete loyalty and confidence to the Client. Consultant further understands that the ultimate benefits of this arrangement should be to the Client and that Consultant will work diligently and to his/her utmost ability to ensure that Client is represented adequately and without conflict of interest.

V. Report

Consultant agrees to be responsible for the preparation and filing of all applicable reports required by any department or branch of the State government. Consultant represents that they are registered with the State Legislature and all other branches of the State government necessary to legally represent Client’s interest in the State.

VI. Conflict of Interest and Confidentiality

Consultant agrees that, except as expressly allowed herein or consented to in writing by Client, he or she will hold in confidence, not use or disclose, and protect any Confidential Information of Client in a manner at least equal to the manner in which he or she protects his or her own Confidential Information, and shall similarly bind his or her employees, agents, representatives, successors, contractors or assigns as to such Confidential Information obligations. “Confidential Information” means any information, technical data, or know-how relating to a party’s business, research, products, software, services, development, inventions, processes, engineering, marketing, techniques, pricing, internal procedures, business, and marketing plans and business opportunities. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how that: (i) Consultant can prove through written documentation was in his or her possession prior to the time of disclosure; (ii) becomes part of the public knowledge not as a result of any action or inaction of Consultant; (iii) is disclosed to Consultant by a third party not in violation of any obligation of confidentiality; or (iv) is independently developed by Consultant without reference to or use of any Confidential Information, which can be proven through written documentation.

VII. Noncompete

For the term of this Agreement, the Consultant shall not represent any entity that would be in competition with Client, nor represent any entity on an issue that would have be in conflict with the best interest of the Client, without approval of the Client.

VIII. Assignment

The Services to be performed by Consultant hereunder are personal in nature, and Client has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Client's prior written consent. Nothing in this Agreement shall prevent the assignment by the Client of this Agreement or any right, duty or obligation hereunder to any third party.

IX. General

This Agreement may be signed using one or more counterparts, each of which when signed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. A faxed or scanned and electronically transmitted facsimile of a signature-bearing page will be conclusive evidence of execution and delivery. This Agreement will be governed by, enforced in and interpreted according to the laws of the State of Utah, and the parties consent to exclusive jurisdiction in the state or federal courts of Utah. The parties expressly waive any right to a trial by jury. This Agreement does not create any joint venture, partnership, employment relationship or other agency relationship between the parties.

[signature page follows]

IN WITNESS WHEREOF, the parties have made and executed this Consulting Agreement on the date first entered above.

CONSULTANT:

CLIENT:

Lincoln Hill Partners, LLC

Magna City

By: Lincoln Shurtz, Partner

By: Mayor

Dated:

Dated:

Approved to Form:

City Attorney



GREATER SALT LAKE
**Municipal Services
District**

Planning and Development Services

2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050

Phone: (385) 468-6700 • Fax: (385) 468-6674

msd.utah.gov

Files # CUP2024-001185

Conditional Use Summary

Public Body: Magna City Council

Meeting Date: January 14, 2025

Parcel ID: 14-21-200-041-0000, 14-21-200-029-0000, 14-21-200-028-0000, 14-21-201-004-0000

Current Zone: M-2

Property Address: 2167 S Jenkins Park Lane, 2198 S 7400 W, 2185 S 7400 W

Request: Right-of-Way Improvement Delay Request

Applicant Name: Quin Bingham

MSD Planner: Justin Smith

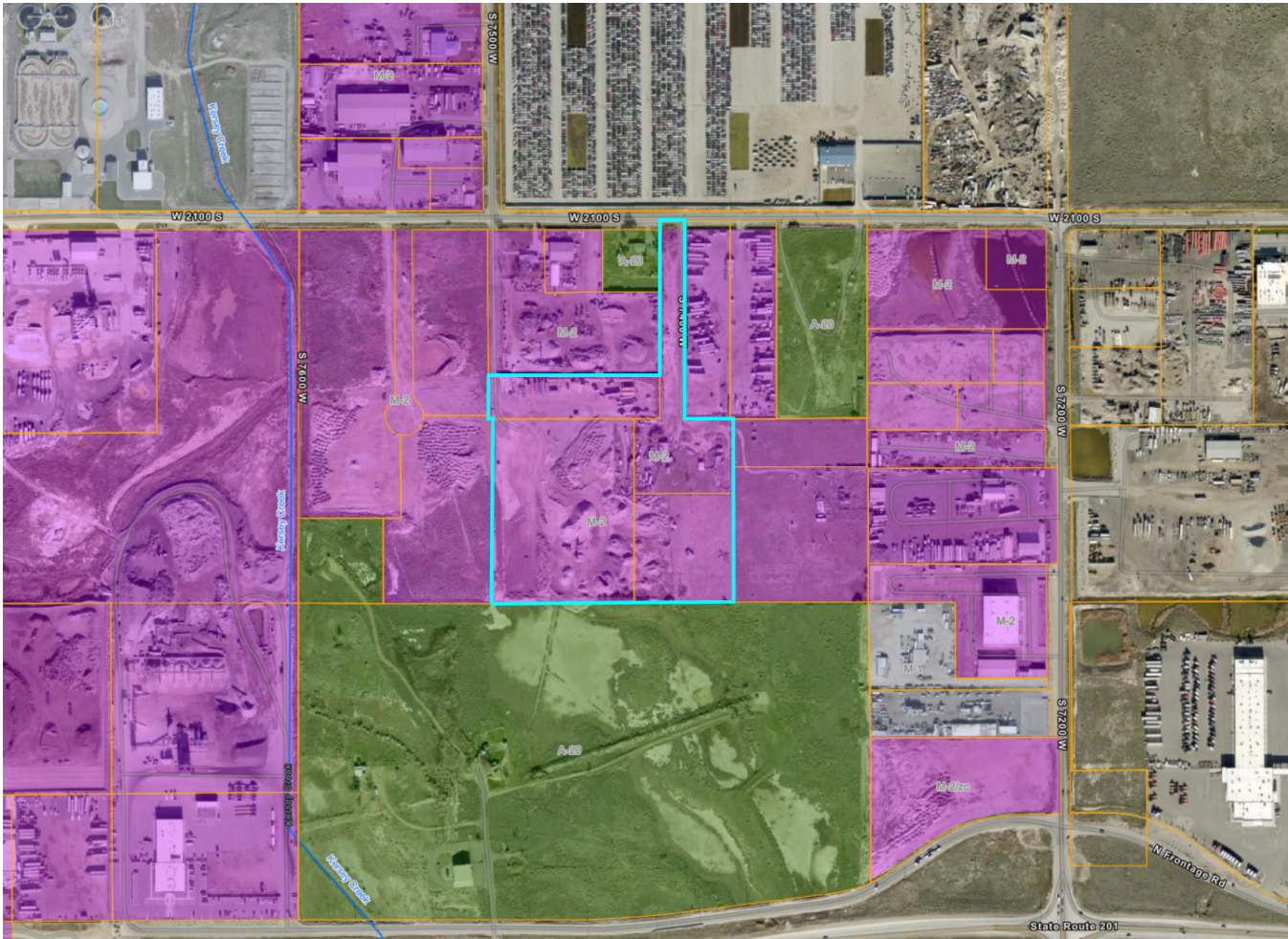
Magna Planning Commission Recommendation: Approval

PROJECT SUMMARY

The applicant, Quin Bingham, is currently working on a conditional use permit for a hot mix asphalt plant that would create asphalt from recycled materials. The Magna Planning Commission has approved of the conditional use, but one of the conditions of approval was getting a delay agreement for right-of-way improvements along 2100 S.

SITE & ZONE DESCRIPTION

The property is located along the southside of 2100 S, just west of the WHCP7581 subdivision and directly south of Copart. The four lots are currently zoned M-2. The property has access on the west side from an easement.



ISSUES OF CONCERN/PROPOSED MITIGATION

The Greater Salt Lake Municipal Services District and reviewing agencies have reviewed the application and have not identified any potential issues with the application and have given a conceptual “ok” to the application. This application has reached the technical review stage of the land use review process.

PLANNING STAFF ANALYSIS

The applicant currently has an application for a conditional use for an asphalt plant along 2100 S in Magna. One of the comments that was left during the conceptual review process from Engineering was that the applicant should get a delay agreement for right-of-way improvements along 2100 S under Title 14.12.150. Title 14.12.150 allows for exceptions and variations to right-of-way improvement requirements in areas where there are unusual topographical, aesthetic, or other exceptional conditions or circumstances exist. Title 14.12.150 further requires that these exceptions and variations must be approved by the mayor after receiving recommendations from the planning commission and the public works engineer. The public works engineer has provided a letter of recommendation for a delay agreement for the improvements to put in at a later date.

Along 2100 S in Magna there are not many developments that have provided curb, gutter, and sidewalk as required by Title 14.12.150. These developments either came into being before these requirements were put in place or received delay agreements for these improvements. Furthermore, including the easement access on

the west side of the proposed development the approximate frontage along 2100 S for this development is 126 feet wide.

It was noted during the November 26th City Council meeting that the subdivision adjacent to the west is putting in the curb, gutter, and sidewalk as required by Title 14. Planning went out and verified that there was curb, gutter, and sidewalk in place for the new subdivision.

The asphalt plant was presented to the Magna Planning Commission on October 3, 2024 where the proposed development was approved with one of the conditions that the applicant get a delay agreement. The Magna Planning Commission recommended a 10 year delay agreement. A 10 year delay agreement would require the applicant or landowner to pay for the improvements if there is a project to install the improvements within the next ten years. If these improvements were to put in after that 10 year period then the landowner or applicant would not be responsible for the costs of installing the improvements.

Based on the above analysis, MSD staff has found that the proposal is consistent with the surrounding land uses. Full compliance with required ordinances and policies will be verified through the subsequent technical review process before the issuance of the Land Use permit, and license inspection process.

PLANNING STAFF RECOMMENDATION

On October 3rd, 2024 the Magna City Planning Commission recommended to the Magna City Council to approve of the delay agreement for right-of-way improvements.

ATTACHMENTS:

- A. Engineer's Recommendation Letter
- B. Photo's of the west and east entrances



October 1st, 2024

Jenny Wilson
Mayor

Catherine Kanter
Deputy Mayor of Regional
Operations

Scott R. Baird, P.E.
Director, Public Works
and Municipal Services

Kade D. Moncur, P.E., CFM
Director, Public Works
Engineering Division

**PUBLIC WORKS
ENGINEERING DIVISION**

Government Center
2001 South State Street
Suite N3-120
Salt Lake City, Utah 84190

T 385-468-6600
F 385-468-6603

To Whom It May Concern,

This recommendation letter is in consideration of the following proposed development:

Application: 001185 – CUP Granite Asphalt Plant
Location: 2198 S 7400 W

It is the recommendation of Salt Lake County Public Works Engineering that a delay agreement be granted for the installation of curb, gutter and sidewalk. The applicant is granted to wait to install the improvements on their roadway frontage at the time when additional private property development occurs.

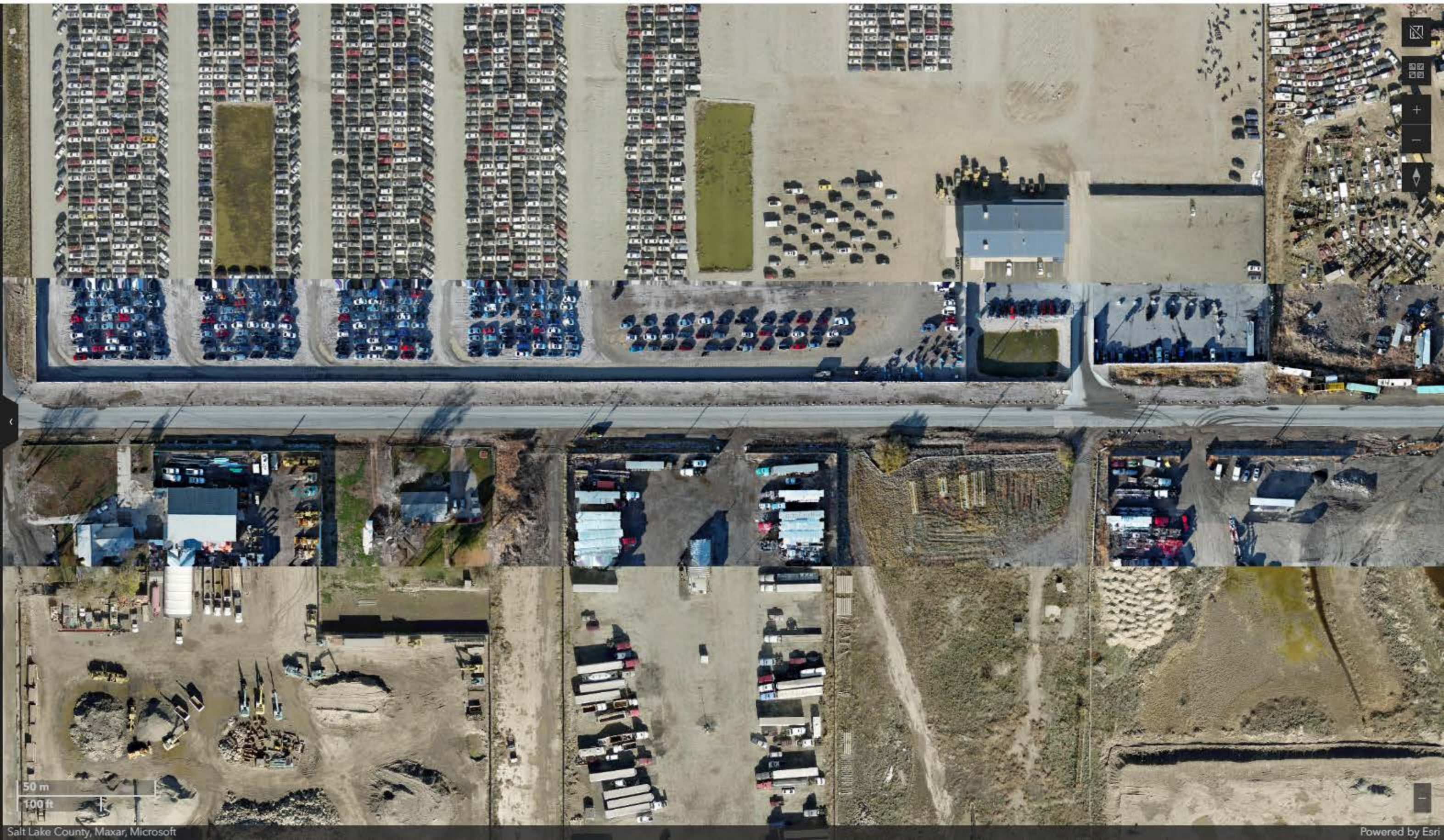
Regards,

Ahmed Dahir, PE
Salt Lake County
Public Works Engineering

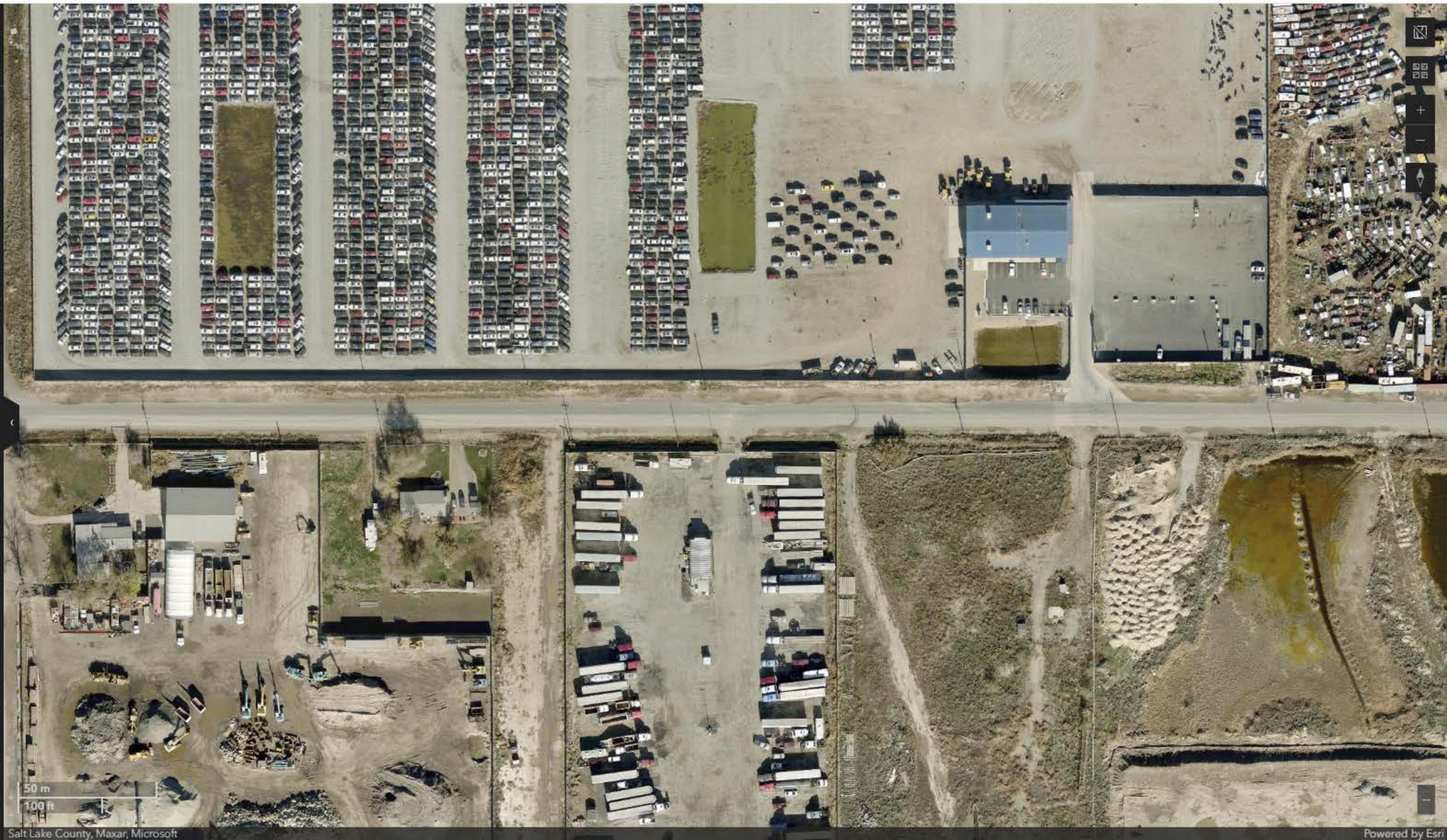




FOR SALE
6.79 Acres
Zoned M-2
Lands Realty Group
Just Listed 801-588-8215
A New Breed of Realtor



50 m
100 ft



50 m

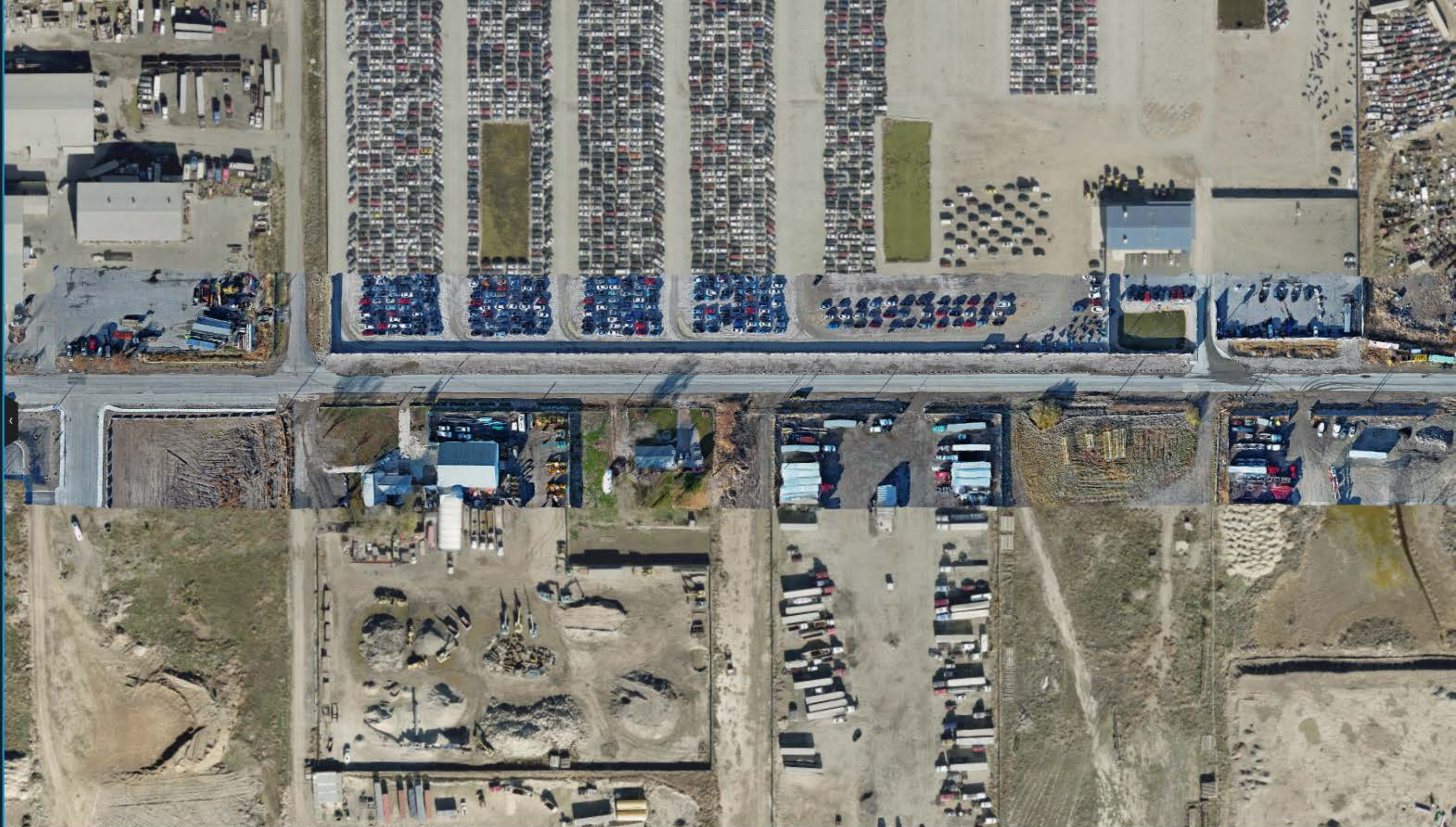
100 ft



Project
Magna

Mission
2100 S

Date
11/27/2024



When recorded, please return to

MAGNA CITY
8952 West Magna Main Street
Magna, UT 84044



File No. CUP2024-001185
Parcels Nos. 14-21-201-004-0000
14-21-200-041-0000
14-21-200-028-0000
14-21-200-029-0000

MAGNA CITY

PETITION AND DELAY AGREEMENT: INSTALLATION OF PUBLIC IMPROVEMENTS

This “Petition and Delay Agreement : Installation of Public Improvements” (“**Delay Agreement**”) is entered into this _____ day of _____, 2025, by and between the Magna City (“**Magna**”) and GRANITE CONSTRUCTION COMPANY (“**Developer**”), a Utah Limited Liability Company. Individually referred to herein as a “**Party**” and collectively as “**Parties.**”

RECITALS

- A. Developer owns certain real property (“**Property**”) in Magna, located at 2167 S JENKINS PARK LANE, 2198 S 7400 W, 2198 S 7400 W, 2185 S 7400 W,, more particularly described as follows:

[LOT 4, JACKASS FLATS SUBDIVISION. 10758-7707]

[BEG S 0[^]20'08" W 33 FT & S 89[^]38'39" E 658.25 FT & S 0[^]16'28" W 652.75 FT & S 89[^]38'58" E 11.30 FT FR N 1/4 COR OF SEC 21, T1S, R2W, SLM; E 480.51 FT M OR L; S 634.26 FT; W480.51 FT M OR L; N 634.26 FT TO BEG.]

[BEG 1126.69 FT W & S 946 FT M OR L FR NE COR OF SEC 21, T 1S, R 2W, SLM; S 374 FT M OR L; W 345 FT; N 374 FT M OR L; E345 FT M OR L TO BEG. 2.96 AC. 08831-7853 10680-4930]

[BEG 1126.69 FT W & 685.74 FT S FR NE COR OF SEC 21, T 1S, R 2W, SLM; S 260.26 FT M OR L; W 345 FT M OR L; N 260.26 FT M OR L; E 89.82 FT; N 685.74

FT; E 86.63 FT; S 685.74 FT; E 168.55 FT TO BEG. 3.43 AC. 8831-7853 10110-8960
10361-5085 10361-5085 10361-5086]

- B.** The Developer has received or is in the process of receiving the following land use approval from Magna for the Property:

A description of the land use Approval is attached as **Exhibit A**.

- C.** Pursuant to Section 18.24.090(C), and its successor provisions as applicable, of the Magna Code of Ordinances (the “**Magna Code**”), Developer at Developer expense, is required to install and dedicate the following public improvements (“**Improvements**”):

[Curb, gutter, and sidewalk]

- D.** The Improvements are identified and more fully described in attached **Exhibit B**.
- E.** The engineer’s estimated cost, including 10% for contingencies, [agreed estimated cost] to install the Improvements is \$33,374.00 (“**Improvement Cost**”).
- F.** Magna Code sections 14.12.020 and 14.12.025 require the Improvements comply with the standards set forth in Magna Code Chapter 14.12 unless an exception is approved under Section 14.12.150 (“**Standards**”).
- G.** Developer does hereby petition (“**Petition**”) Magna for an extension of time to install and complete the Improvements (“**Delay**”).
- H.** The Magna City Council has determined to grant the Developer’s Petition for Delay as in the best interest of Magna and the Public and is allowed under the Magna Code which authorizes the granting of a Petition for Delay and has approved this Delay Agreement by Resolution No. _____.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Delay Granted. The Petition for Delay by Developer to install and complete the Improvements is granted subject to the following terms and conditions:

1.1 Maximum Period of Delay. Developer shall install and complete the required Improvements, identified on Exhibit B, according to the Standards and have the completed Improvements pass a final inspection by Magna on or before _____ (“**Delay Period**”). Upon installation, completion, and passing of final inspection by Magna the Improvements shall be “**Complete Improvements**.”

1.2 Failure to Install or Complete Improvements. Should Developer fail for any reason to install and Complete the Improvements, prior to the expiration of the Delay

Period, Magna may collect all or that portion of the Guarantee (defined below) deemed by Magna, in its sole discretion, sufficient to install and complete the Improvements. In the event the Guarantee (defined below) is insufficient to complete the Improvements the Developer shall pay to Magna the monies necessary for Magna to install and complete the Improvements.

1.3 Dedication of Improvements. The Improvements, upon completion and passing of final inspection, shall be deemed dedicated to Magna, unless Magna determines, in its sole discretion, the Improvements should be dedicated to another entity or owned by the Developer.

1.4 Developer's Petition. Developer acknowledges that it is the Developer's sole responsibility to install and complete the Improvements. The Delay in doing so, is only being granted to Developer according to this Petition by the Developer as an accommodation to the Developer. Magna has no legal obligation to Delay the installation and completion of the Improvements and otherwise the Developer has the obligation to install and complete the Improvements at the time of approval and construction of the approved land uses for the Property.

1.5 Developer's Waiver. In light of Magna's granting the request of the Developer to Delay the installation and completion of the Improvements Developer does knowingly and willingly waive, release and forgo, any right to later question, contest, or challenge either the Guarantee or the amount of the Guarantee set forth in this Agreement.

1.6 Acceleration of End of Delay Period. Magna, upon ninety (90) day notice to the Developer, may accelerate the end of the Delay Period by a period of no shorter than one hundred and eighty (180) days following the end of the ninety (90) day notice period.

2. Guarantee to Install and Complete Improvements. Developer, within ten (10) days of the approval by the Delay Agreement by Magna, shall provide a performance guarantee for the completion of the required Improvements within the Delay Period in an amount equal to 110% of the approved written engineer's estimate [agreed cost] of the cost of the required Improvements (the "**Guarantee**"). To do this, Developer shall either:

2.1 Deposit the Guarantee amount in an escrow account with a FDIC or NCUA insured financial institution with a branch located in the State of Utah, a copy of the acceptable form of Escrow Agreement is attached as **Exhibit D**, ("**Escrow Deposit**"). The Escrow Deposit shall have no expiration date and may only be released to Developer with the Consent of Magna. Or,

2.2 Deliver to Magna an original and validly executed Irrevocable Letter of Credit issued by financial institution insured by the FDIC or NCUA, with a branch located in the State of Utah, for the amount of the Guarantee ("**Letter of Credit**"). The expiration date of the Letter of Credit shall be a minimum of sixty (60) days following the end of the Delay Period.

3. Retainage. Upon installation and completion of the Improvements whether by Developer or Magna, Magna may hold a retainage amount of 10% of Guarantee for a period of one year from the date of completion to cover any failure, defect, or repair of the Improvements during the one year period.

4. Term.

4.1 Effective Date. This Delay Agreement shall take effect upon the date of its execution by both Parties

4.2 Duration. This Delay Agreement shall be recorded in the office of the Salt Lake County Recorder and shall run with the land and continue in full force and effect until the earlier of either **(a)** the completed Improvements pass final inspection by Magna confirming the required Improvements have been completed pursuant to Section 2 hereof or **(b)** _____ years after its effective date. In the event construction is in process at the time this Agreement would expire, the term shall automatically extend until the completion of the required Improvements. In the event that the Council sends a written request pursuant to Section 2.1, this Agreement shall not terminate by expiration of time, and may only terminate by completion of the required Improvements.

5. General Provisions.

5.1 Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. Venue for any action in connection with this Agreement shall be proper only in Salt Lake County, Utah, and the Parties waive any objection thereto.

5.2 Time is of the Essence. In performing all of the duties and obligations of this Agreement time shall be of the essence.

5.3 Remedies. In any action brought in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

5.4 Integration. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior written or oral agreements.

5.5 Amendment. This Agreement may only be amended by the mutual written consent of the Parties or their successors or assigns. Such an amendment shall take effect upon its execution by both parties and shall be recorded with the Salt Lake County Recorder.

5.6 Communication. Communication between the parties hereto shall be in writing and delivered either in person or by mail addressed as follows:

If to Magna:

Municipal Administrator
Magna City

8952 W Magna Main St
Magna, UT 84044

With copies to:

Salt Lake County Clerk
2001 S State St #N2-700
SLC, UT 84190

**Greater Salt Lake
Municipal Services District**
2001 S State St #N3-600
SLC, UT 84190

If to Developer:

Granite Construction Company
1000 N Warm Springs Road
Salt Lake City, UT 84116

5.7 Incorporation. The Recitals set forth above and the attached Exhibits are incorporated herein by this reference.

5.8 Recordation, Running with the Land, Binding Successors. Upon its execution, this Agreement shall be recorded in the office of the Salt Lake County Recorder and shall run with the land and bind all successors and assigns.

5.9 Warranty of Authority. The individuals executing this Delay Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Delay Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

5.10 Further Assurances. After the execution of this Delay Agreement, the Parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either Party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

5.11 Severability. If any term or provision of this Delay Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable, or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Delay Agreement.

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

FOR MAGNA CITY
A Municipal Corporation

Eric Barney, MAYOR

ATTEST:

Diana Baun
MAGNA CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

(seal)

FOR Developer

[TITLE]

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2025, appeared before me
_____, personally known to me or identified on the basis of satisfactory
evidence to be the [TITLE] of _____, who acknowledged to me that
he executed the foregoing instrument on behalf of [DEVELOPER].

WITNESS MY HAND AND OFFICIAL SEAL:

Notary Public

MAGNA, UTAH

RESOLUTION NO. R2025-01

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF THE FOURTH AMENDMENT TO THE
MASTER INTERLOCAL AGREEMENT AMONG THE MSD,
SALT LAKE COUNTY, TOWN OF COPPERTON, EMIGRATION
CANYON, CITY OF KEARNS, MAGNA CITY AND WHITE
CITY FOR MUNICIPAL, ADMINISTRATIVE, AND
OPERATIONAL SERVICES**

WHEREAS, the Greater Salt Lake Municipal Services District (the "District"), Salt Lake County (the "County"), the Town of Copperton, Emigration Canyon, City of Keams, Magna City, White City, and the Town of Brighton (collectively the "Municipalities") are "public agencies" as defined by the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Act") and, as such, are authorized by the Interlocal Act to enter into agreements to act jointly and cooperatively on the basis of mutual advantage;

WHEREAS, on or about January 25, 2018, all of the Parties except the Town of Brighton entered into an Interlocal Agreement (the "Agreement") for the provision of municipal, administrative, and operational services by the County to unincorporated areas of the County and to five of the Municipalities which, at that time, were known as the Copperton Metro Township, the Emigration Canyon Metro Township, the Keams Metro Township, the Magna Metro Township and the White City Metro Township;

WHEREAS, subsequent to the approval of the Agreement, the previously unincorporated area known as Brighton incorporated as a town;

WHEREAS, the Town of Brighton desires to be admitted as a Party to the Agreement, as amended, and the original Parties to the Agreement are willing to add the Town of Brighton as a Party to the Agreement;

WHEREAS, effective May 1, 2024, four of the metro townships became cities and one became a town as provided in Utah Code Ann. § 10-1-201.5 with the proviso that "a contractual or other obligation of the incorporated township, including a contractual or other obligation with another governmental entity, becomes the contractual or other obligation of the converted municipality" and a "converted municipality succeeds to the position of the incorporated township with respect to the incorporated township's participation or inclusion in a special district or special service district, including a municipal services district", *Id.* § 10-1-201.5(6)(vi) and (7);

WHEREAS, Section 1.2 of the Agreement provides that the provision of services may transition away from the County to the District pursuant to the terms of a separate agreement; and

WHEREAS, the County and the Municipalities desire the public works engineering services referenced in the Agreement, which have been provided by the County, to transition to and be performed by the District as provided in the Fourth Amendment to the Agreement (the "Amendment"), a copy of which may be attached to this Resolution.

NOW, THEREFORE, be it resolved as follows:

1. That the Fourth Amendment to the Master Interlocal Agreement among the District, the County and the Municipalities for municipal, administrative, and operational services be and is approved, including the addition of the Town of Brighton as a Party to the Agreement as amended, and that the Mayor of the City of Magna, or his/her designee, is/are authorized, empowered and directed to execute and deliver the same on behalf of the City of Magna.

2. That the keeper of the records of the city is authorized and instructed to keep an executed copy of the Fourth Amendment to the Master Interlocal Agreement as part of the City's records.

3. That this Resolution has been placed on the agenda of an official meeting and this action has been taken by the Magna City Council during that meeting in compliance with the Utah Open and Public Meetings Act.

4. That this Resolution shall be effective immediately upon its adoption, but the Fourth Amendment to the Master Interlocal Agreement will become effective as and when stated in Section 6 of the said Fourth Amendment in harmony with the requirements of the Interlocal Cooperation Act.

Adopted and approved by the Magna City Council this 28th day of January 2025.

Eric Barney, Mayor

ATTEST:

APPROVED:

Diana Baun, Magna City Recorder

Paul Ashton, Attorney

Voting

	Aye	Nay	Absent
Mayor Barney	_____	_____	_____
Council Member Hull	_____	_____	_____
Council Member Pierce	_____	_____	_____
Council Member Prokopis	_____	_____	_____
Council Member Sudbury	_____	_____	_____

ATTACHMENT "A"

Fourth Amendment to the Master Interlocal Agreement for
Municipal, Administrative, and Operational Services

FOURTH AMENDMENT OF THE MASTER INTERLOCAL AGREEMENT

BETWEEN

**GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, SALT LAKE COUNTY,
TOWN OF COPPERTON, EMIGRATION CANYON, CITY OF KEARNS, MAGNA
CITY, TOWN OF BRIGHTON, AND WHITE CITY FOR MUNICIPAL,
ADMINISTRATIVE, AND OPERATIONAL SERVICES**

This Fourth Amendment of the Master Interlocal Agreement (the "Amendment") is entered into on the date the Amendment is signed by all the Parties, and is effective as provided in Section 3 below, between and among the GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a local district and political subdivision of the state of Utah (the "District"), SALT LAKE COUNTY, a body corporate and politic and a political subdivision of the State of Utah (the "County"), TOWN OF COPPERTON, a municipal corporation, EMIGRATION CANYON, a municipal corporation, CITY OF KEARNS, a municipal corporation, MAGNA CITY, a municipal corporation, TOWN OF BRIGHTON, a municipal corporation, and WHITE CITY, a municipal corporation. All of these entities collectively shall be referred to hereafter as the "Parties" and individually as a "Party."

RECITALS

- A. On or about January 25, 2018, the District, the County, and the prior Metro Townships of Copperton, Emigration Canyon, Keams, Magna, and White City entered into a Master Interlocal Agreement for the provision of municipal, administrative, and operational services by the County to unincorporated areas of the County and each of the Metro Townships on behalf of the District (as previously amended, the "Agreement").
- B. Subsequent to the Agreement, the Town of Brighton incorporated and the Metro Townships became cities and a town (together hereafter "Municipal Member(s)"). The Municipal Members and the County (respecting unincorporated areas) may be referred to as the "District Members".
- C. The Town of Brighton desires to be admitted as a Party to the Agreement, as amended, on an equal footing with the other Municipal Members, and the original Parties to the Agreement are willing to add the Town of Brighton as a Party to the Agreement.
- D. Section 1.2 of the Agreement provides that the provision of services may transition away from the County to the District pursuant to the terms of the Agreement.

- E. The Parties desire the Public Works Engineering Services referenced in the Agreement, which were provided by the County to the District, to transition to and be performed by the District for the District Members. However, the Parties acknowledge that the County will continue to provide public works operations services to the District and the County will remain responsible for providing and funding the administrative duties associated with the UPDES Media Campaign Agreement (as hereinafter defined).
- F. The transfer of assets related to the Public Works Engineering Services transition hereunder, and County provision of support services to the District, may also be governed by agreements that are separate from this Amendment.

THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. The District hereby assumes responsibility for the Public Works Engineering Services (as hereinafter defined), and the County shall no longer have responsibility to perform said services under the Agreement, pursuant to the terms hereof. To effectuate this change, the Agreement is amended as follows:
 - a. Recital A. The final sentence of this paragraph is replaced with the following language: "These services include (1) road and street construction and maintenance and engineering; (2) animal control; (3) planning and development; and (4) municipal parks maintenance; along with related administrative services and Capital Projects (collectively "Municipal Services")."
 - b. Article I, Section 1.J(A). This paragraph is replaced with the following language: "The County agrees to provide road and street construction and maintenance services (the "Road and Street Construction and Maintenance Services") (as more fully delineated in Attachment "A" to the District for the benefit of its Members, including, but not limited to, construction, repair, curb, gutter, sidewalk, street lighting, traffic control lights and signage, striping, snow removal, and local storm drain construction and maintenance. Construction services provided by County are limited to projects that County can accommodate in-house and that are less than the public works project bid limit under Utah Code § 11-39-101; other projects will be engineered by the District pursuant to this Agreement and constructed by contractors with which the District contracts. The provision of Road and Street Construction and Maintenance Services shall include the use of County personnel, equipment, buildings, supplies, assets, and other County resources. The Road and Street Construction and Maintenance Services, budget, and overhead (accounting) to be provided are more fully delineated in Attachment 'A.' The Parties specifically acknowledge that the Road and Street Construction and Maintenance Services do not include Public Works Engineering Services (as hereafter defined).

The District agrees to provide the following services (collectively, the "Public Works Engineering Services"), in-house or via third party contractors, for the benefit of District Members: roadway and infrastructure design and engineering, and municipal UPDES compliance services as more fully delineated in Attachment 'A-1', except that the County will continue to provide public works operations services to the District, and the County will also remain responsible for providing and funding the administrative duties associated with the Interlocal Cooperation Agreement between the District and the County for Cost Sharing 2024-2028 UPDES Media Campaign which bears an execution date of on or about September 25, 2024 (the "UPDES Media Campaign Agreement"), while the District will continue to participate in the cost-sharing outlined in the UPDES Media Campaign Agreement. It being further understood that the UPDES municipal minimum control measures ("MCM's") components covered under the UPDES Media Campaign Agreement will continue to be provided by the County as long as the District remains a participant in the UPDES Media Campaign Agreement; all other MCM's will be provided by the District as provided in this Agreement. The provision of Public Works Engineering Services shall include the use of District personnel, equipment, buildings, supplies, assets, and other District resources." The Public Works Engineering Services budget and overhead (accounting) to be provided are more fully delineated in Attachment 'A-1'.

- c. Add Article I, Section 1.1(H) as follows: "The various services outlined in subsections 1.1(A)- (G) shall be referred to hereafter collectively and singularly as "Services."
- d. Add Article I, Section 1.2.2 as follows: "The District shall perform the Public Works Engineering Services hereunder in a professional, reasonable and responsive manner in compliance with all applicable laws, ordinances, rules and regulations (including but not limited to all applicable environmental and safety regulations) and consistent with the agreement of the applicable Parties, and other applicable requirements and standards of performance.

Subject to the foregoing and the following paragraph, the exact nature of how Public Works Engineering Services are to be provided, the discipline of personnel, the maintenance of District assets and any other matters incidental to providing Public Works Engineering Services shall remain with the District in its sole discretion after consultation with the County and/or the impacted Municipal Member(s), as applicable. Subject to paragraphs 5.1 and 5.2 of this Agreement, the applicable Parties further agree to acknowledge in writing, prior to the end of each calendar year during the term of this Agreement, which Public Works Engineering Services will continue to be provided by the District for an additional calendar year and which Public Works Engineering Services will be discontinued upon expiration of the then current calendar year. In addition, each of the Public Works Engineering Services covered by this Agreement may be modified or extended with a minimum of ninety (90) days advance notice, provided that the

parties reach written agreement on the particulars of the modification, cancellation or extension.

- e. Add Article 1, Section 1.3.2 as follows: "As provided herein, the provision of Public Works Engineering Services hereunder shall include the use of all District equipment, buildings (as applicable), supplies, assets (including vehicles), and other resources ("public works engineering assets") necessary to provide Public Works Engineering Services. The District shall at all times retain management authority and control over its public works engineering assets. The responsibility to insure, maintain, and repair said public works engineering assets shall at all times remain obligations solely of the District."

- f. Add Article I, Section 1.4.2 as follows: "With respect to Public Works Engineering Services, the relationship of the District, and of any District employee, with the County or Municipal Members under this Agreement shall be that of an independent contractor. The District has the entire responsibility to discharge all of the obligations of an independent contractor under federal, state, and local laws, including, but not limited to, those obligations relating to employee supervision, benefits and wages, taxes, unemployment compensation and insurance, social security, worker's compensation, and disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions, and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between the District or its employees and the County or any of the Municipal Members of employer and employee, partners, or parties to a joint venture. Should the County or Municipal Members have any criticism, concern, or recommendation regarding any District employee, specifically or generally, the County or Municipal Members may raise it directly with the District General Manager. The District shall diligently and appropriately address an issue raised by the County or Municipal Member and report back to the County or Municipal Member, as appropriate.

In performing the Public Works Engineering Services, the District shall furnish and supply all necessary labor, supervision, equipment communication facilities, uniforms, badges, and other items necessary and incident to the provision of Public Works Engineering Services in compliance with the requirements of the law, including the Americans with Disabilities Act, and all rules and regulations adopted or promulgated in furtherance thereof, as understood by the District. As provided herein, the Public Works Engineering Services shall be provided and supervised by District employees."

- g. Article I, Section 1.5 is hereby deleted and replaced with a new Article I, Section 1.5 as follows:

"A. REPORTS. The District and the County, with respect to the respective Services that each provide hereunder, shall provide financial, operational, or other information reasonably requested by any of the Parties.

B. COMPLAINTS AND EXCEPTIONAL BEHAVIOR. All complaints regarding Public Works Engineering Services or planning and development services shall be referred to the District, and all complaints regarding other Services to be provided by the County hereunder shall be referred to the County. The District shall be responsible for resolution of Public Works Engineering Services and planning and development services complaints in consultation with the County and Municipal Member, and the County shall be responsible for resolution of complaints related to all other Services to be provided by the County hereunder, as appropriate. On a regular basis, the District shall provide to the County and Municipal Members copies of any written complaint(s) received regarding the applicable Party's Public Works Engineering Services or planning and development services, and the County shall provide to the District and the applicable Municipal Member the same related to other Services performed by the County. The District and County need not provide such information if either (as applicable) reasonably deems such notice to be a violation of any merit provision or any applicable privacy law, or that such notice would jeopardize any ongoing investigation or the safety of any person. Notwithstanding the foregoing, the District or County (as applicable) may share this information with any of the Parties upon request if appropriate restrictions are put into place, such as redacted complaints and related information, with private, controlled or protected information deleted. Further, the District shall provide to the County or the applicable Municipal Member copies of any written documents demonstrating commendable behavior regarding the provision of Public Works Engineering Services or planning and development services to the applicable Party, and County shall provide the same for all other Services performed by the County. These documents may be used to help measure the performance of the District or County (as applicable) in fulfilling its respective obligations under this Agreement.

C. SERVICE EMERGENCIES. All service complaints or requests, including those of an emergency nature, shall be resolved by the division or department of the County or District, as applicable, that is providing the service in accordance with standards employed by a modern, well equipped division or department.

D. ADDITIONAL DISCLOSURE AND POLICY DEVELOPMENT. From time to time, the County or District (as applicable), upon reasonable request of any of the Parties, shall provide controlled or protected information under the provisions of the Government Records Access and Management Act. The Parties agree to jointly develop and implement a policy for communicating and safeguarding such information."

- h. Add Article I, Section 1.6.2 as follows: "District agrees to cooperate, communicate and work closely with the County and each Municipal Member to ensure the timely performance of Public Works Engineering Services, including follow up with all Parties as the need may require or as requested."
- 1. Amend and replace Article II, Section 2.1 as follows: "Subject to available funding and resources and Section 1.2.1 and 1.2.2 hereof, the Parties acknowledge and agree that, after considering input from District Members (including the County), the District shall retain final decision-making authority with regard to the type, scope, priority and quality of the Municipal Services provided under this Agreement, provided, however, that, except as provided in subsection 2.1.1 or 2.1.2, the District will pay to the County not less than the minimum amount required for the budgeted level of service consistent with each of the Attachments to this Agreement other than Attachments "A-1" and "C".
- J. Add Article II, Section 2.1.2 as follows: "With respect to Public Works Engineering Services, the District will provide to the County and each Municipal Member not less than the minimum services required consistent with Attachment "A-1" to this Agreement."
- k. Add Article II, Section 2.3.2 as follows: "Subject to available funding, the minimum contract amount to be used by the District for Public Works Engineering Services, as set forth in the District budget, which, under generally acceptable fiscal practices, will necessarily include a fund balance, is based on actual District costs to purchase, own, operate and maintain the equipment and materials and to employ the personnel necessary to provide the budgeted level of Public Works Engineering Services. The District agrees to use the budgeted contract amount identified by the District Budget to cover these base costs plus income attributable to Public Works Engineering Services received by the District, its Members, and the County. Actual costs for Public Works Engineering Services will be tracked by the District monthly.

The Parties agree to cooperate with each other to bring Public Works Engineering Services costs in line with estimated budgeted amounts. Subject to the terms of this Agreement, the District shall cover the actual full costs of the Public Works Engineering Services work performed, including labor, equipment, and materials, as outlined in this Agreement."

- 1. Add Article II, Section 2.4.2 as follows: "The County or any Municipal Member may modify (increase or decrease) the level of Public Works Engineering Services, or accelerate the timing of any component of the same if the County or any Municipal Member provides at least ninety (90) days prior written notice to the District of such change and, in the event of an increase, the District approves such change or modification and a modified rate schedule. The District shall use its best efforts to provide any increase in Public Works Engineering Services requested by the County or any Municipal Member. The amount due for such

increase or decrease shall be agreed to by the District and County or Municipal Member in good faith and shall accrue as of the date the modified Public Works Engineering Services become effective and shall be paid as provided in Article IV below."

- m. Add Article III, Section 3.1.2 as follows: "To facilitate the provision of Public Works Engineering Services, and recognizing the District's reliance on applicable local laws and regulations in the performance of those services, each Municipal Member and the County agrees to provide District representatives with copies of current resolutions, ordinances, rules and regulations that pertain to said Party's respective Public Works Engineering Services as well as provide timely amendments and updates to resolutions, ordinances, rules and regulations. The County and each Municipal Member shall retain its respective policy decision-making power and authority with regard to enacting county or municipal ordinances, land use regulations, decisions or actions and other police powers, as provided pursuant to law."
- n. Add Article UI, Section 3.2.2 as follows: "The County and each Municipal Member agrees that the District shall be responsible for funding all costs associated with Public Works Engineering Services from the funds received under Article IV.

Municipal Members and the County will provide timely input to the District's General Manager, not less than annually and more often as appropriate, regarding the District's budget to address the type, scope and priority of Public Works Engineering Services anticipated to meet the reasonable public works engineering service needs of the County and each Municipal Member (as applicable).

"The Parties agree to cooperate with each other to bring costs in line with estimated budgeted amounts. Subject to the terms of this Agreement, the District shall fund the total actual costs of the work performed, including labor, equipment, materials, and other costs for Public Works Engineering Services, as outlined in this Agreement."

- o. Add Article IV, Section 4.5.2 as follows: "The District shall collect, on behalf of the County and Municipal Members, all fees and charges established by each Municipal Member or by the County for Public Works Engineering Services performed by the District. The District shall retain all such fees and charges to fund Public Works Engineering Services to the County and Municipal Members (as applicable). To the extent necessary, the County and Municipal Members authorize the District to pursue the efficient collection and enforcement of all fees, assessments, and fines within the District service area for Public Works Engineering Services. The County and Municipal Members shall maintain in effect valid fee ordinances for Public Works Engineering Services. When necessary, each of the County and Municipal Members shall pass a resolution delegating authority to the District to collect such fees. Copies of these

resolutions shall be maintained by the District and shall be made available to any person upon request."

- p. Add Article IV, Section 4.6.2 as follows: "Any and all grants, donations, and contributions applicable to Public Works Engineering Services for use in the District service area shall be collected and accounted for by the District to fund the provision of the applicable Public Works Engineering Services."
- q. Add Article IV, Section 4.7.2 as follows: "Subject to all limitations herein, the District shall fund the cost of Public Works Engineering Services as reasonably determined by the District and as set forth in the annual District budget and subsequent amendments to that budget, as approved by the District Board. The District shall fund the cost of the work performed for the County and Municipal Members, including labor, equipment, materials, and indirect costs, if any, as outlined in the approved budget and provided herein."

The Parties recognize, understand and agree that Public Works Engineering Services to be provided by the District to the County and Municipal Members pursuant to this Agreement are not to be a "profit center" for the District but, rather, are intended to cover the District's reasonable actual costs incurred in providing Public Works Engineering Services. The Parties further recognize, understand and agree that the District's annual budget must be balanced as required by the Utah Code, particularly Section 17B-1-606(3)."

- r. Add Article IV, Section 4.9.2 as follows: "The process for determining full cost for Public Works Engineering Services shall be as follows: The District will budget for Public Works Engineering Services, recognizing that County and Municipal Member needs and available funding will fluctuate from year to year. During the year, the District will maintain accurate records of Public Works Engineering Services provided."
- s. Add Article VTI, Section 7.1.2 as follows: "The District shall be responsible for insuring all of its employees, assets, and activities including, but not limited to, comprehensive all risk insurance, commercial general liability insurance, worker's compensation insurance, motor vehicle liability coverage for owned and non-owned vehicles, and umbrella liability insurance, for the benefit of the District, County, and Municipal Members in such amounts as may be prudent or legally required to protect against any and every risk, loss, cost, damage and/or liability respecting the provision of Public Works Engineering Services, the District's employees and/or the District's assets, including, without limitation, the assets described in the County and District's Agreement for Transfer of Assets in Conjunction with Transition of Public Works Engineering Services executed concurrently herewith."

The District shall indemnify and hold harmless the County and Municipal Members and their respective officers, agents, and employees against any actual

or threatened claims, losses, damages, injuries, and liabilities resulting directly or indirectly or arising out of any acts or omissions of the District, its agents, representatives, officers, employees, or subcontractors in connection with the District's provision of Public Works Engineering Services under this Amendment. This duty to indemnify includes all litigation and court costs, expert witness fees, and any sums expended by or assessed against County or Municipal Members for the defense of any claim or to satisfy any settlement, arbitration award or verdict paid or incurred by or on behalf of County or Municipal Members (respectively).

In the event of an audit of the UPDES services that the District provides for the County and Municipal Members after the date of this Amendment, the District shall indemnify and hold harmless the County and each of the Municipal Members from any claims or penalties brought against the County or any of the Municipal Members arising from such services to the same extent as outlined in the prior paragraph. The County and Municipal Members shall cooperate in providing information in their possession required by the District in responding to such audits."

- t. Add Article Vil. Section 8.2.2 as follows: "Claims, disputes, and other issues between any of the Parties arising out of or related to Public Works Engineering Services which cannot otherwise be resolved by the applicable Parties shall be first submitted to mediation as mutually agreed by the applicable Parties. Each applicable Party shall be responsible to pay a proportionate share of the costs of the Mediator. In the event mediation is unsuccessful, the claim or dispute may be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless the provision of Public Works Engineering Services is otherwise terminated pursuant to the provisions hereof or as otherwise agreed to by the applicable Parties in writing, during litigation of any such dispute the District shall continue to provide Public Works Engineering Services in accordance with the terms of this Agreement. The County and Municipal Members shall continue to perform their commitments under this Agreement."

- u. Amend and replace Article IX. Section 9.1(D) as follows: "The District may be funded by Sales Tax Revenues, by class B and C roads account revenues, by cable franchise fees, by grants and by fines, fees, charges, levies, property taxes, or other available funds. Such funds will be the District's source of funds to make payments to the County or provide Public Works Engineering Services and planning and development services required by this Agreement and, in the event and to the extent such funds are not timely provided to the District, the District's obligations to make payment to the County or provide Public Works Engineering Services and planning and development services hereunder shall be proportionately abated until such time as the required funding is provided to the District. The District shall be responsible for formulating and approving its annual budget and the County shall be responsible for formulating and approving its annual budget and, in particular, the annual budget of each County division

and department that will or may provide any Service to the District as provided in this Agreement.

v. Amend Attachment "A-1" as follows:

The first paragraph related to services provided is retained in its entirety.

The second paragraph entitled "Budget" is replaced with the following language: "Subject to available funds, the District shall fund the actual cost of Public Works Engineering Services as set forth in the annual District budget and subsequent amendments to that budget, as approved by the District Board. NOTE: The District General Manager will retain the authority, to the extent delegated by the District Board, to approve all field change orders and other budgetary matters impacting the cost of the project services within the approved budget."

The "Overhead" paragraph is hereby deleted.

Add a paragraph with the following language. The "county engineer" and "public works engineer" referenced in the Salt Lake County Code shall be the Salt Lake County Division Director of Flood Control Engineering ("Director").

Notwithstanding sections 1.2.2, 1.4.2, and 2.1 of this Amendment, the Director shall have the discretion to provide direction to the District regarding any area of responsibility that the Salt Lake County Code assigns to the county engineer and/or the public works engineer for the unincorporated county. Additionally, the District shall regularly report to the Director its day-to-day actions in such areas of responsibility assigned to the county engineer and/or public works engineer.

The County will invoice the District for personnel costs related to the engineering work performed by the Director for the unincorporated county.

2. To accomplish the transition of Public Works Engineering Services from the County to the District, the Parties agree to the following additional terms:
 - a. "The District will need to lease from the County that office space at the Salt Lake County Government Center depicted in the attached Exhibit 1 from January 1 - 31, 2025 ("Engineering Leased Space"). The Engineering Leased Space shall include use of the computer equipment, copiers, and small office machines located therein. The lease rate for the Engineering Leased Space during this one-month term shall be \$6,524.25 (\$17.21/sq.ft., 4,462 sq.ft.,+ \$125/month parking fees). If needed, the District may lease the Engineering Leased Space thereafter at the same rate on a month-to-month basis in accordance with the Lease Agreement between the County and District, dated September 15, 2022 ("MSD Planning & Development Lease"); the District shall provide the County notice of the same by January 15, 2025 in accordance with the MSD Planning & Development Lease. The Engineering Leased Space shall be leased upon the same terms and conditions as the MSD Planning & Development Lease. To the

extent any inconsistencies exist between this Amendment and the MSD Planning and Development Lease, this Amendment shall govern.

Rent for the Engineering Leased Space will be billed by the Salt Lake County Facilities at the same time and manner as the space subject to the MSD Planning and Development Lease.

- b. The County and District acknowledge that County employees who become District employees as part of the transition of engineering services outlined in this Amendment will need to retain their key cards to the Salt Lake County Government Center and agree to the same so long as the District leases the Engineering Leased Space from the County. The District will return these key cards to the County at the time it vacates the Engineering Leased Space.

- c. As part of the transition of Public Works Engineering Services from the County to the District, the County will be assigning contracts, work orders, task orders, and the like to the District for various services performed by contractors for the County (collectively "Contracts"). Many of those Contracts have retainage provisions wherein the County retains certain moneys from contractors until services are completed, after which the retainage is paid to contractors. For these retainage amounts, as of January 1, 2025, and thereafter, the District will assume the retainage liability as of January 1, 2025, and will make payments to contractors for these payment types as and when due.

Additionally, work on assigned Contracts will be performed by contractors for County in 2024 but billed to the County in 2025. Beginning in January 2025, County will continue to process payments for invoices for work performed under assigned Contracts through December 31, 2024. Consistent with current County billing practice, County will submit these invoices- to District for reimbursement in January and February 2025.

Following December 31, 2024, the District will take full responsibility for all payments and reimbursements for engineering services rendered, with the County forwarding any relevant invoices it receives for such payments to the District.

- d. The District agrees that the County has the right to bill the District for the following items, some of which will be billed after the January-February 2025 closeout period:
 - 1. Indirect overhead costs incurred in 2024, as outlined in the original Exhibit A-1 to the Agreement;

 - 11. Reasonable costs for the accounting work needed to close out the County's Public Works Engineering books, including the fiscal team's

time to finalize payments and conclude transactions with Salt Lake County Mayor's Finance;

111. Reasonable costs incurred by Flood Control Engineering staff through January 31, 2025, to complete the transition; and
 - 1v. The actual Public Works Engineering personnel and operating expenses through December 31, 2024."
3. The Parties covenant and agree that, from and after the effective date of this Assignment, the Town of Brighton is and shall be a Party to the Agreement as previously amended and as amended by this Amendment the same as each of the other Municipal Members.
 4. Should, for any reason, this Amendment not be effective under the Interlocal Cooperation Act, it is nevertheless the intent and agreement of the Parties that the Agreement, as previously amended, shall be incorporated herein by reference and shall be effective separate and apart from the Interlocal Cooperation Act to the maximum extent allowed by law. It is also the intent and agreement of the parties that, once two or more parties have satisfied the requirements stated in paragraph 6 below, this Amendment shall be fully effective and binding upon those Parties and, as additional parties satisfy the requirements of paragraph 6 below, they shall also be bound by this Amendment.
 5. All other provisions of the Agreement and all amendments thereto shall remain in full force and effect.
 6. As required by the Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code (the "Interlocal Act"), this Amendment shall be effective on December 31, 2024 so long as the following have taken place:
 - a. This Amendment shall be approved by the governing body of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
 - b. This Amendment shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
 - c. A duly executed counterpart of this Amendment shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act.

IN WITNESS WHEREOF, the Parties execute this Amendment on the respective dates stated below.

SALT LAKE COUNTY

By: **Lisa Hartman** Digitally signed by Lisa Hartman
Date: 2024.12.23 11:23:49
-07'00'

Mayor or Designee

Date: _____

REVIEWED AS TO FORM/LEGALITY
Zachary D. Shaw Digitally signed by Zachary D. Shaw
Date: 2024.12.23 07:40:01
-07'00'

Attorney representing Salt Lake County

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

By: _____
Chair

Date: _____

APPROVED AS TO FORM

Attorney representing Greater Salt Lake Municipal Services District

TOWN OF COPPERTON

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Town of Copperton

EMIGRATION CANYON

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Emigration Canyon

CITY OF KEARNS

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing City of Kearns

MAGNA CITY

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Magna City

WHITE CITY

By: Caroline F. Hunt
Mayor

Date: 1-2-25

APPROVED AS TO FORM

Paul H. Hunt
Attorney representing White City

TOWN OF BRIGHTON

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Town of Brighton



Attachment C
1.14.25

MEMBERSHIP INFORMATION

ChamberWest is a regional Chamber of Commerce representing the business voice in West Valley, West Jordan, Taylorsville, and Kearns.

Mission – Enhancing the business community through connections, promotion, and advocacy – empowering local business

5 Core Competencies

- Strengthen the business community
- Represent the interest of Business with Government
- Promote the Community
- Build Business Relationships
- Political Action

Monthly Programs

- **Monthly Professional Development Luncheon Series – Jan - Oct – 11:30 am – 1:00 pm - \$25 each (have a complimentary “Have Lunch on Us” card they can use for one event)**
Networking luncheon with presenter focused on big picture issues impacting the community - nonmembers welcome (50-60 people on ave.) – change verbiage to reflect the personal development piece
- **Women in Business Program:**
 - **Professional Growth Luncheon Series – Feb, Jun, Aug, Oct, Dec – 11:30 am – 1:00 pm - \$25 each (have a complimentary “Have Lunch on Us” card they can use for one event)**
Networking luncheon with presenter (50-60 people on ave.) Open to all members – nonmembers welcome
 - **Community Service Projects – Through the Year**
Have supported EyeCare4Kids, South Valley Services, Mujeres Unidas, Synergy Family Services, etc.
- **Friday Connections - \$5 – Meet on third Friday of each month**
Speed Networking event focused on connecting business to business professionals. Build Business to business connections, exchange business cards, and business feature opportunities. Invite other chambers to participate to expand reach of connections. Open to nonmembers.
- **Legislative Affairs Committee – Additional \$295 annually to participate – Monthly Meeting+**
Policy review/development committee. Great opportunity for professional development. Meet monthly between April – December. Twice weekly during Legislative Session as committee reviews 75-125 bills that may impact businesses in our chamber. Nine subcommittees include: Air Quality, Business and Government Relations, Economic Development and Business Sustainability, Education and Workforce Development, Healthcare, Housing, Tax Policy, Transportation, and Water Conservation and Development.
- **Ambassadors Committee - \$125 one-time fee**
Chamber professionals tasked with supporting ribbon cuttings, ground breakings and other chamber events. Committee members have a blue jacket and Ambassador nametag. Oversee the Friday Connections Event.

- **Leadership Institute Program – Sept – June - \$1,250 to participate**
10-month tuition-based program designed to challenge and engage leaders in professional and personal growth while inspiring an entrepreneurial spirit in building a better community. Limited to 30 attendees. Maximum of 2 from one company at a time. Have 2 scholarships available for a small business of 10 or fewer employees or a small non-profit organization.

Major Events

- **Annual Breakfast Meeting – January 28 - \$25 each**
Viridian Event Center – 100 attendees. Leadership transition. Hear from committee leadership on programs planned for the year. Vote on board members.
- **Annual Job Fair – April**
Collaborate with Granite School District, Jordan School District, Salt Lake Community College and Utah Department of Workforce Services. Held in local High School to heighten awareness with high school kids exploring future jobs/careers or summer jobs or internships. Members receive a complimentary employer table.
- **Annual Spring Conference – April 8**
Utah Cultural Celebration Center – 200 attendees – 2 Keynote Presenters, 2 breakout sessions with 5 topics, networking, breakfast/lunch (200 people)
- **Golf Clinic – May 21 – 8:30 – 1:00 or 11:30 – 3:00**
Morning and Afternoon Sessions offered with a combined lunch. Maximum of 30 per session. Focus on expanding understanding of the game of golf through focused clinics on putting, pitching, and driving. Information provided on golf etiquette and the value of golf in business. Great for networking, and game skill development. Participants should feel comfortable participating in scramble golf tournaments following clinic
- **Annual Golf Tournament – June 11 - \$\$**
Stonebridge Golf Club – 184 golfers, 30+ sponsors
- **Annual Awards Gala – August 27 - \$\$**
Viridian Event Center – 350 attendees. Recognize the Hall of Fame Award Recipient (lifetime achievement award) and three finalists in four award categories). Ability to nominate your company or another chamber member for consideration of one of the awards.
- **Golf Nine n’ Dine Scramble Event – Sept 24**
9 Hole scramble with lunch. Maximum of 36 participants.
- **Annual International Trip – Ireland – October**
Opportunity to travel with other chamber professionals to an international destination. Great networking and relationship building.
- **Annual Fall Business Conference – Nov 13 - \$\$**
Utah Cultural Celebration Center – 100-150 attendees - 2 Keynote Presenters, 2 breakout sessions with 5 topics, networking, breakfast/lunch. Nonmembers welcome

Magna City
Budget Report Yearly

50.00%

12/31/2024

	Actual to 12/31/2024	FY 2024 Budget	Projected
Revenues			
Sales taxes	3,155,178	5,450,000	6,000,000
Google franchise tax	4,845	-	100,000
Grants	-	200,000	200,000
Transportation sales tax	283,036	525,000	525,000
Class C road funds	699,006	1,200,000	1,200,000
Corridor preservation funds	56,250	-	56,250
Liquor allotment	-	-	-
Cares Act	-	-	-
ARPA funding	561,366	2,865,883	2,865,883
Business License	30,074	50,000	50,000
Building permits	598,260	1,250,000	1,250,000
Other permits	-	21,000	21,000
Sewer and water permits	-	5,000	5,000
Zoning - land use permit	-	75,000	75,000
Engineering services	9,428	50,000	50,000
Planning service	21,783	500,000	500,000
Storm drain fee	-	-	-
Code enforcement fines	2,268	5,000	5,000
Justice court fines	90,490	175,000	175,000
Interest earnings	123,789	75,000	175,000
Miscellaneous	1,572	15,000	15,000
Transfers in	1,060,009	1,060,009	1,060,009
Total Revenues	\$ 6,697,354	\$ 13,521,892	\$ 14,328,142

Expenses - Administration

Wages	127,214	279,700	279,700
Employee Benefits	36,933	79,030	79,030
Awards, promotional & meals	570	2,000	2,000
Subscriptions/Memberships	830	24,330	24,330
Printing/Publications/Advertising	292	8,000	8,000
Travel/Mileage	-	2,500	2,500
Cell phone and telephone	1,981	-	2,000
Office expense and supplies	505	6,200	6,200
Computer equipment/Software	-	10,000	10,000
Attorney-Civil	28,158	75,000	75,000
Attorney-Land use	-	30,000	30,000
Training & Seminars	425	17,500	17,500
Web page development/Maintenance	2,860	19,745	19,745
Software/Streaming	13,550	5,000	15,000
Payroll processing fees	236	5,000	5,000
Grant charged expense	-	-	-
Communications	50	10,000	10,000
Credit card and bank expenses	312	-	1,000
Contribution/Special events	35,743	172,000	172,000
Insurance	17,645	26,000	26,000
Workers comp insurance	130	2,500	2,500
Postage	2,323	20,000	20,000
Professional and technical	9,012	89,504	89,504
UFA emergency services	-	-	-
Grant related	1,000	-	1,000
SL (Client) County Support Services	-	30,500	30,500
Equipment/Computer purchases	-	7,500	7,500
Beer funds	-	-	-
Rent	7,779	133,000	133,000
Non classified expenses	294	5,000	5,000
Total Administration	\$ 287,842	\$ 1,060,009	\$ 1,074,009

Budget Report Yearly

50.00%

12/31/2024

	Actual to 12/31/2024	FY 2024 Budget	Projected
Revenues			
Expenses - Transfers			
Contribution to GF	5,075,977	9,596,000	9,596,000
ARPA expenses	579,035	2,865,883	2,865,883
Transfer to Capital projects	-	-	-
Total Transfers	\$ 5,655,012	\$ 12,461,883	\$ 12,461,883
Total Expenses	\$ 5,942,854	\$ 13,521,892	\$ 13,535,892
Surplus/Deficit	\$ 754,500	\$ -	\$ 792,250
	50.00%		12/31/2024

Pleasant Green Cemetery

	Actual to 12/31/2024	FY 2024 Budget	Projected
Revenues			
Sale of lots	7,737	20,000	18,000
Grave openings	3,150	20,000	15,000
Other revenue	921	4,500	2,500
Transfers In	-	-	-
Total Revenues	\$ 11,808	\$ 44,500	\$ 35,500
Expenses - Administration			
Grave opening expenses	4,925	-	7,500
Cremation expenses	2,500	-	3,000
Office supplies	-	-	-
Utilities - water	-	-	-
Travel/Mileage	-	-	-
Computer equipment/Software	-	2,500	2,500
Professional and technical	28,552	42,000	50,000
Sundry charges	-	-	-
Total Administration	\$ 35,977	\$ 44,500	\$ 63,000
Total Expenses	\$ 35,977	\$ 44,500	\$ 63,000
Surplus/Deficit	\$ (24,169)	\$ -	\$ (27,500)

Communities that Care

	Actual to 12/31/2024	FY 2024 Budget	Projected
Revenues			
Intergovernmental	-	-	-
Operating transfers in	-	-	-
State Liquor allotment	56,162	20,000	56,162
Grants - Magna CTC	8,333	125,000	125,000
Grants- Safety & Success	184,368	500,000	500,000
Grants- Youth advocay	31,500	-	31,500
Donations	-	-	-
Other revenue	1,913	-	2,500
Total Revenues	\$ 282,276	\$ 645,000	\$ 715,162
Expenses - Administration			
Wages	27,940	65,000	65,000
Employee Benefits	11,001	30,000	30,000
Social Security Tax	-	-	-
Medicare	-	-	-
Medical Insurance	-	-	-
Retirement Contribution	-	-	-
Liquor funds	-	-	-
Awards	2,836	-	3,000
Subscriptions\Memberships	-	-	-
Travel/Mileage	21,466	-	25,000
Office Expense and Supplies	991	-	1,000
Training and seminars	-	-	-
Contractors	3,684	-	4,000
Programs (Afterschool)	1,280	-	1,500
Communications & PR	630	-	1,000
Events	6,368	-	7,500
Youth coalition	390	-	500
Sponsorships	6,197	-	7,500
School support website	-	-	1,500
Youth court	2,310	-	2,500
Safety & success	113,010	500,000	500,000
Safety & success contractors	5,378	-	6,000
Beer funds	-	20,000	20,000
Reserves	-	30,000	30,000
Total Administration	\$ 203,481	\$ 645,000	\$ 706,000
Total Expenses	\$ 203,481	\$ 645,000	\$ 706,000
Surplus/Deficit	\$ 78,795	\$ -	\$ 9,162

Administration

Magna Township FY 2026

Administration SUMMARY	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Account Name				
City Manager wages	\$ 184,305	\$ 191,700	\$ 191,700	0.0%
Council wages	60,000	88,000	88,000	0.0%
Employee benefits	67,238	79,030	79,030	0.0%
Awards, recognition	1,541	2,000	2,000	0.0%
Subscriptions, memberships	18,036	24,330	24,330	0.0%
Printing/publications/advertising	1,358	8,000	8,000	0.0%
Travel/mileage	2,030	2,500	2,500	0.0%
Office expense and supplies	624	6,200	6,200	0.0%
Computer equipment/software	6,017	10,000	10,000	0.0%
Attorney-civil	59,398	75,000	75,000	0.0%
Attorney-land use	-	30,000	30,000	0.0%
Training and seminars	1,914	17,500	17,500	0.0%
Web page development/maintenance	7,902	19,745	19,745	0.0%
Software/streaming	16,629	5,000	17,500	250.0%
Payroll processing fees	652	5,000	5,000	0.0%
Grant charged expense	4,000	-	-	0.0%
Communications	1,186	10,000	10,000	0.0%
Contributions/special events	79,421	172,000	172,000	0.0%
Insurance	1,962	26,000	26,000	0.0%
Workers comp insurance	1,120	2,500	2,500	0.0%
Postage	4,070	20,000	20,000	0.0%
Professional and technical	77,320	89,504	89,504	0.0%
UFA emergency services	26,532	-	-	0.0%
Grant related	5,000	-	-	0.0%
SL (Client) county support services	20,008	30,500	30,500	0.0%
Equipment/computer purchases	287	7,500	7,500	0.0%
Alcohol remediation	-	-	-	0.0%
Rent/remodel/utilities	18,550	133,000	133,000	0.0%
Non classified expenses	16	5,000	5,000	0.0%
Totals:	\$ 667,116	\$ 1,060,009	\$ 1,072,509	1.2%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Wages				
Account Number:				
Line Item Description Detail				
City Manager (6.5% increase)	184,305	191,700	191,700	0.0%
Totals:	184,305	191,700	191,700	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	184,305	191,700	191,700	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Council wages				
Account Number:				
Line Item Description Detail				
Magna Council	60,000	16,000	16,000	0.0%
Magna Council		16,000	16,000	
Magna Council		16,000	16,000	
Magna Council		16,000	16,000	
Magna Mayor		24,000	24,000	
Totals:	60,000	88,000	88,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	60,000	88,000	88,000	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Awards, recognition				
Account Number:				
Line Item Description Detail				
For appreciation of former planning commissioners and elected officials	1,541	2,000	2,000	0.0%
Totals:	1,541	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:	1,541	2,000	2,000	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Subscriptions, member				
Account Number:				
Line Item Description Detail				
AICP - Planning Commission	18,036	740	740	0.0%
AICP - Council		340	340	0.0%
Utah League of Cities & Towns		17,000	17,000	0.0%
Utah State Bar		4,250	4,250	0.0%
Contingency for increased costs above		2,000	2,000	0.0%
Totals:	18,036	24,330	24,330	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	18,036	24,330	24,330	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Printing/publications/				
Account Number:				
Line Item Description Detail				
Business cards, postcards etc	1,358	8,000	8,000	0.0%
Totals:	1,358	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:	1,358	8,000	8,000	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Travel/mileage				
Account Number:				
Line Item Description Detail				
Mileage/ Air fare reimbursement	2,030	2,500	2,500	0.0%
Totals:	2,030	2,500	2,500	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	2,030	2,500	2,500	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Computer equipment				
Account Number:				
Line Item Description Detail				
Software/ I pads replacement	2,521	10,000	10,000	0.0%
Cell phone	3,496			
Totals:	6,017	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:	6,017	10,000	10,000	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Attorney-civil				
Account Number:				
Line Item Description Detail				
Contracted attorney services firm	59,398	75,000	75,000	0.0%
Totals:	59,398	75,000	75,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	59,398	75,000	75,000	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Attorney-land use				
Account Number:				
Line Item Description Detail				
Contracted attorney services firm	-	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 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Training and seminar				
Account Number:				
Line Item Description Detail				
Training & seminars	1,914	-	-	0.0%
UCMA Spring Conference April, St George \$250 each		2,000	2,000	
ULCT Mid Year Conference Aprils St. George 395 each Room approximately \$200 two nights		15,500	15,500	
Totals:	1,914	17,500	17,500	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	1,914	17,500	17,500	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Web page developme				
Account Number:				
Line Item Description Detail				
Development	7,902	10,000	10,000	0.0%
Muni ordinance & Code		1,452	1,452	
Civic Plus		8,293	8,293	
Totals:	7,902	19,745	19,745	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	7,902	19,745	19,745	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Software/streaming				
Account Number:				
Line Item Description Detail				
Zoom and equipment	16,629	5,000	17,500	250.0%
Totals:	16,629	5,000	17,500	250.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	16,629	5,000	17,500	250.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Payroll processing fees				
Account Number:				
Line Item Description Detail				
Outside payroll processing fees	652	1,100	1,100	0.0%
MSD		3,900	3,900	
Totals:	652	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:	652	5,000	5,000	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Grant charged expenses				
Account Number:				
Line Item Description Detail				
Grant charges overhead for grant preparation	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 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Communications				
Account Number: 10-4200-740				
Line Item Description Detail				
Social Media	1,186	-	-	0.0%
Magna newsletter		10,000	10,000	
Printing				
MSD Newsletter				
Totals:	1,186	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:	1,186	10,000	10,000	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Contributions/special				
Account Number:				
Line Item Description Detail				
Magna 4th of July	64,421	65,000	65,000	0.0%
Magna town council	15,000	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: Copper days		50,000	50,000	0.0%
UPD youth academy		5,000	5,000	0.0%
Magna Kearns Youth Court (grant funding from other sources)		10,000	10,000	0.0%
Totals:	79,421	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:	79,421	172,000	172,000	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Insurance				
Account Number:				
Line Item Description Detail				
General liability (ULCT)	1,962	25,000	25,000	0.0%
Fidelity bonding (Treasurer)		1,000	1,000	0.0%
Totals:	1,962	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:	1,962	26,000	26,000	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Postage				
Account Number:				
Line Item Description Detail				
Stamps costs mailing out	4,070	-	-	0.0%
Newsletters		10,000	10,000	
MSD Newsletter		10,000	10,000	
Totals:	4,070	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:	4,070	20,000	20,000	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: SL (Client) county su				
Account Number:				
Line Item Description Detail				
SLCO clerk	20,008	25,000	25,000	0.0%
SLCO supervisor		4,000	4,000	0.0%
SLCO addressing		1,500	1,500	0.0%
Elections		-	-	
Totals:	20,008	30,500	30,500	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	20,008	30,500	30,500	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Equipment/computer				
Account Number:				
Line Item Description Detail				
I pads new	287	1,500	1,500	0.0%
Phones new		1,500	1,500	
Computers		4,500	4,500	
Totals:	287	7,500	7,500	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	287	7,500	7,500	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Rent/remodel/utilities				
Account Number:				
Line Item Description Detail				
Webster Center	18,550	18,000	18,000	0.0%
Utilities (own their own city hall)		40,000	40,000	
Remodel		75,000	75,000	
Totals:	18,550	133,000	133,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	18,550	133,000	133,000	0.0%

Administration

Magna Township FY 2026

Fund: General	Actual FY 2024	Final Budget FY 2025	Tentative Budget FY 2026	% Diff.
Department: Administration				
Account Name: Non classified expenses				
Account Number:				
Line Item Description Detail				
Miscellaneous expenses not classified above contingency	16	5,000	5,000	0.0%
Totals:	16	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:	16	5,000	5,000	0.0%