



**COMMUNITY REINVESTMENT
AGENCY OF MAGNA
AGENDA
June 10, 2025**

Webster Center
8952 West Magna Main Street
Magna, Utah 84044

PUBLIC NOTICE IS HEREBY GIVEN that the Community Reinvestment Agency (CRA) of Magna will hold a business meeting at **5:30 P.M.** on the **10th day of June, 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: 30 minutes

5:30 PM – COMMUNITY REINVESTMENT AGENCY

- 1. CALL TO ORDER**
- 2. Determine Quorum**
- 3. 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. Person's signing up to speak will be called up in the order that they signed-in on the "Public Comment" form. Persons addressing the CRA shall step-up to the microphone and give their name for the record. The CRA is interested in hearing directly from residents. In an effort to be both transparent and responsive, the CRA Board Members cannot respond directly to comments during public comment. However, the CRA Executive Director 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 CRA Staff. The CRA Board 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.***

4. DISCUSSION/ACTION ITEMS

- a. Approval of the May 13, 2025 CRA Meeting Minutes – **Diana Baun, Secretary** (2 minutes)
- b. Consideration of **Resolution R2025-03**, Approving an Interlocal Agreement Between the Redevelopment Agency of Salt Lake County and the Community Reinvestment Agency of Magna for the Transfer of Property Area Funds – **Adam Long, Legal Counsel**
- c. Discussion Regarding Recent Updates

5. CLOSED SESSIONS AS NEEDED PURSUANT TO UTAH STAE 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

6. ADJOURN

ZOOM MEETING: Topic: Community Reinvestment Agency of Magna

When: June 10, 2025 05:30 PM Mountain Time (US and Canada) Register in advance for this webinar at:
<https://us06web.zoom.us/meeting/register/7lrwgPtKQz20aTBbGEabfg>

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: June 8, 2025



COMMUNITY REINVESTMENT AGENCY OF MAGNA MEETING

May 13, 2025, 5:30 PM
WEBSTER COMMUNITY CENTER
8952 WEST MAGNA MAIN STREET
MAGNA, UTAH 84044

COMMUNITY REINVESTMENT AGENCY MEETING MINUTES

Board Members Present:

Eric Barney
Steve Prokopis
Mick Sudbury
Trish Hull

Board Members Absent:

Audrey Pierce

Staff Present:

David Brickey, City Manager
Diana Baun, Secretary
Dan Torres
Adam Long, Legal Counsel

Others Present:

None

1. Call to Order

Board Member Eric Barney, presiding, called the meeting to order at 5:35 PM.

2. Determine Quorum

A quorum was present, allowing the meeting to proceed.

3. PUBLIC COMMENTS

None

4. DISCUSSION/ACTION ITEMS

A. Approval of the April 8, 2025 CRA Meeting Minutes – ***Diana Baun, Secretary***

Board Member Sudbury moved to approve the April 8, 2025 CRA Meeting Minutes as published. Board Member Hull seconded the motion; vote was 4-0, unanimous in favor. Board Member Pierce was absent from the vote.

B. Consideration of **Resolution R2025-01**, Approving an Interlocal Agreement with Salt

CRA OF MAGNA BOARD MEMBERS

ERIC BARNEY, AUDREY PIERCE, TRISH HULL,
STEVE PROKOPIS, MICK SUDBURY

Lake County Relating to the Conveyance of Real Property to the Community
Reinvestment Agency of Magna.

Adam Long explained the Resolutions before the Board tonight, essentially transferring Magna Redevelopment Agency and other parcels from Salt Lake County to Magna City. This first resolution is dealing with a single piece of property, owned by Salt Lake County, that will be going to Magna Community Reinvestment Agency. There is a similar resolution on the regular council agenda tonight, transferring property from Salt Lake County to Magna City. The relative highlight of the night is the resolution being proposed in the next item, which is a lot of work over many months, boiled down into one resolution approving one interlocal agreement. The agreement in Item 4C is the wholesale transfer of everything in the Salt Lake County Redevelopment Agency, a total of 9-10 pieces of real property as project areas and the agreements related to those project areas. Regarding Resolution R2025-01, this is an interlocal agreement between Salt Lake County and Magna Community Reinvestment Agency that is essentially a purchase and sale agreement, with no money being exchanged. This transfer of property should close near the end of June and the goal is to get everything approved at both the Magna level, as well as the County level next week. There will be a budget adjustment done by the county as a result prior to the end of their fiscal year, leaving an anticipated recording date at the end of June.

Board Chair Eric Barney noted that this specific piece of property is commonly referred to as "Mantle Park" within the city.

Board Member Hull moved to approve Resolution R2025-01, Approving an Interlocal Agreement with Salt Lake County Relating to the Conveyance of Real Property to the Community Reinvestment Agency of Magna. Board Member Sudbury seconded the motion; vote was 4-0 in favor. Board Member Pierce was absent from the vote.

- C.** Consideration of **Resolution R2025-02**, Approving an Interlocal Agreement with the Redevelopment Agency of Salt Lake County Relating to the Transfer of Redevelopment Project Areas to the Community Reinvestment Agency of Magna

Board Member Hull moved to approve Resolution R2025-02, Approving an Interlocal Agreement with the Redevelopment Agency of Salt Lake County Relating to the Transfer of Redevelopment Project Areas to the Community Reinvestment Agency of Magna. Board Member Sudbury seconded the motion; vote was 4-0, unanimous in favor. Board Member Pierce was absent from the vote.

5. 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 necessary.

6. ADJOURN

Board Member Sudbury moved to adjourn the May 13, 2025 Community Reinvestment Agency of Magna meeting. Board Member Hull seconded the motion; vote was 4-0, unanimous in favor. Board Member Pierce was absent from the vote.

The May 13, 2025 Magna Community Reinvestment Agency Meeting adjourned at 5:40 PM.

This is a true and correct copy of the May 13, 2025 CRA Meeting Minutes, which were approved on June 10, 2025.

Attest:

Eric Barney, Board Chair

Diana Baun, Secretary

INTERLOCAL COOPERATION AGREEMENT
between
THE REDEVELOPMENT AGENCY OF SALT LAKE COUNTY
and
THE COMMUNITY REINVESTMENT AGENCY OF MAGNA

For the Transfer of Project Area Funds

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between the **REDEVELOPMENT AGENCY OF SALT LAKE COUNTY**, a community reinvestment agency created under Utah Code Title 17C (the “County RDA”); and the **COMMUNITY REINVESTMENT AGENCY OF MAGNA**, a community reinvestment agency created under Utah Code Title 17C (the “Magna CRA”). The County RDA and the Magna CRA may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County RDA and the Magna CRA are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (the “Interlocal Act”), and as such, are authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

B. On May 20, 2025, the County RDA passed Resolution No. 152 approving the transfer of the County RDA’s real property, rights, indebtedness, obligations, tax increment, and other assets and liabilities to the Magna CRA are more particularly described therein.

C. The transfer included the payment of accumulated project area funds, to be paid by the County RDA to the Magna CDA in two separate increments.

D. The County RDA now desires to issue another payment of accumulated project area funds to the Magna CDA, which funds were not needed by the County RDA to pay for certain improvements in the Magna Main Street Community Development Area.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

1. Fund Transfer. By or before July 1, 2025, the County RDA shall transfer \$164,728 to the Magna CRA.

2. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be authorized by a resolution of the legislative body

of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Interlocal Act.

(a) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

(b) A copy of this executed Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(c) This Agreement shall take effect immediately upon the approval of this Agreement by both Parties as provided in Utah Code § 11-13-202.5 and shall expire on December 31, 2025.

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(f) To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the chief administrative officer of each Party pursuant to Section 11-13-207 of the Interlocal Act.

3. Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 *et seq.* (the “Immunity Act”). There are no indemnity obligations between these Parties. Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

4. Modification and Amendment. This Agreement may be amended, enlarged, modified or altered only by an instrument in writing. The modification or amendment will become effective immediately upon the completion of the following: (i) the approval of the amendment by the governing bodies of the Parties, including the adoption of any necessary resolutions or ordinances authorizing the execution of the amendment by the appropriate person or persons for the Parties, (ii) the execution of the amendment by a duly authorized official of each of the Parties, (iii) the submission of the amendment to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, (iv) the filing of a copy of the amendment with the keeper of records of each Party, and (v) the publication of a summary of the amendment pursuant to Section 17C-4-202 of the Act.

5. Further Documents and Acts. Each of the Parties hereto agree to cooperate in good faith with the other to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent and transactions contemplated under this Agreement.

6. Entire Agreement. This Agreement and any exhibits attached hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof, and all prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded by this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties as explained in Section 4 above.

7. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach, and no extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

8. No Obligations to Third Parties. The Parties agree that the Parties' obligations under this Agreement are solely to the other Party. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

9. Agency. No officer, employee, or agent of one Party is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by one Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The Parties will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

10. Assignment. No Party may assign its rights, duties or obligations under this Agreement without obtaining prior written consent from the other Party.

11. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

12. Severability. If any provision of this Agreement and any related document shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby, the Parties agree that:

- (a) such holding or action will be strictly construed;
- (b) such provision will be fully severable;
- (c) this Agreement will be construed and enforced as if such provision had never comprised a part hereof;
- (d) the remaining provisions of this Agreement and related documents will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- (e) in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto

will use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

**REDEVELOPMENT AGENCY OF SALT
LAKE COUNTY:**

Name: _____

Title: _____

Date: _____

Recommended for Approval:

Executive Director

Reviewed as to Form:

 Adam Miller
2025.06.05 12:23:54 -06'00'

Deputy District Attorney

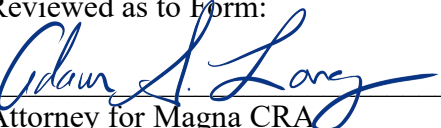
**COMMUNITY REINVESTMENT
AGENCY OF MAGNA:**

Name: _____

Title: _____

Date: _____

Reviewed as to Form:



Attorney for Magna CRA