



**MAGNA CITY COUNCIL
MEETING AGENDA
September 9, 2025**

Webster Center
8952 West Magna Main Street
Magna, Utah 84044

PUBLIC NOTICE IS HEREBY GIVEN that the Magna City Council will hold a meeting for presentation, discussion, and possible action at **6:00 PM** on the **9th day of September 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: 100 Minutes

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)

6. CONSENT AGENDA

- A. Approve Council Meeting Minutes (5 minutes)
- July 30, 2025 City Council Special Meeting
 - July 22, 2025 City Council Meeting
 - August 26, 2025 City Council Meeting
 - August 26, 2025 Board of Canvassers Meeting

7. PRESENTATION ITEMS

- A. Formation of a Traffic and Safety Committee – **David Brickey, City Manager and Dan Torres, Economic Development Manager** (10 minutes)
- B. DR Horton Notice of Default – **DR Horton Representatives** (20 minutes)
- C. Lumen Franchise Agreement - **Paul Ashton, Legal Counsel** (10 minutes)
- D. **Resolution R2025-10**, A Resolution of the Magna City Council Approving and Authorizing Delegation of Authority to Further Reduce Parking Violation Penalties in Limited Circumstances – **Dan Torres, Economic Development Manager** (5 minutes)

8. COUNCIL BUSINESS

- A. **Ordinance 2025-O-12**, An Ordinance of the Magna Council Adopting and Approving a Development Agreement Related to a Specified Property and Extension of Telecommunication Infrastructure – **Jay Springer, Legal Counsel** (5 minutes)
- B. **Ordinance 2025-O-11**, An Ordinance of the Magna City Council Amending Section 19.42.020 of the Zoning Ordinance to Waive Specific Use Standards Pertaining to Lot Size, Building Orientation, Street Frontage, and Building Height for Uses That Will Occupy Pre-existing Commercial Structures. – **Curtis Woodward, Senior Planner** (5 minutes)
- C. **Ordinance 2025-O-14**, An Ordinance adding Chapter 19.38 to Title 19 of the Magna Municipal Code Establishing Public Facilities and Institutions Zones to be Used on Properties to be Designated at a Later Date Through the Rezone Process – **Bianca Paulino, Planner and Daniele Benigni, Planner** (5 minutes)
- D. **Ordinance 2025-O-13**, Rezone from A-1 to R-1.8 at 7372 West 2820 South (Applicant: Amy Cosby) **REZ2025-001428** – **Gordon Bennet, Planner** (5 minutes)
- E. PSA Agreement with Magna – **Paul Ashton, Legal Counsel** (5 minutes)

9. MANAGER/CITY ATTORNEY UPDATES (10 minutes)

- A. Consideration of Appropriation for Money to move to Phase II of Webster Center Upgrade

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 WEBINAR: Magna City Council Meeting

When: September 9, 2025, 06:00 PM Mountain Time (US and Canada)

<https://us06web.zoom.us/j/87125783065?pwd=qGJpbCYeym8glgEIUdS6RH8GsIA8p9.1>

Webinar ID: 871 2578 3065

Webinar Passcode: 719698

Successful sign-in to a Zoom account is required to access this webinar, one can be created for free at any time on the Zoom website or mobile/desktop app.

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: September 7, 2025



MAGNA CITY COUNCIL MEETING

JULY 22, 2025 @ 6:00 PM
WEBSTER COMMUNITY CENTER
8952 West Magna Main Street
Magna, Utah 84044

MAGNA CITY COUNCIL MEETING MINUTES

Council Members Present:

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

Council Member(s) Excused:

Staff Present:

David Brickey, City Manager
Paul Ashton, Legal Counsel
Diana Baun, City Recorder
Daniel Torres, Economic Development Manager

Others Present:

6:00 PM – PUBLIC MEETING

1. Call to Order

Mayor Barney, presiding, called the meeting to order at 6:00 pm. He noted that Council Member Prokopis was excused from the meeting.

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

MAGNA COUNCIL MEMBERS

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

Tim Draper spoke on behalf of the Magna Museum (Attachment A). Tim Draper expressed appreciation to Mayor Eric Barney and the council members for their work and explained that the museum, located in downtown Magna, sought to build a partnership with the city to enhance its visibility and community impact. Mr. Draper stated that the museum was dedicated to preserving and sharing the stories that shaped the community's identity and emphasized that history played a vital role in the present and future. The museum supported civic pride, local education, and economic development through tourism and engagement. As the museum continued to grow and attract visitors, he requested the city's support in two areas: the installation of strategic directional street signage near key intersections to help guide visitors, and inclusion of periodic highlights or features in the city newsletter to promote exhibits, events, and educational programs. He stated that increased visibility would help attract families, school groups, and tourists, which would also benefit downtown businesses and support the city's economic development goals through cultural tourism. The proposal was framed as a collaboration aligned with the city's ongoing downtown revitalization efforts and promotion of cultural assets. He concluded by expressing interest in meeting with city staff to further discuss potential collaboration.

Keith Caldwell explained that he lived near 8800 and observed traffic behavior at the intersection of 3000 South. He noted that southbound traffic reliably obeyed the stop sign, but northbound drivers often failed to stop, with compliance being inconsistent. He stated that he frequently observed this behavior since retiring and noted that the stop sign was placed on a power pole, which might contribute to visibility issues. He suggested that a "stop ahead" sign could be installed to increase awareness and improve compliance. He added that there was sufficient space to place such a sign and humorously mentioned that police officers could even use the location for enforcement if necessary.

5. STAKEHOLDER REPORTS

A. Unified Police Department

Lieutenant Chris Benedict introduced George Jeknavorian as the new Community Oriented Policing (COP) detective. He explained that George Jeknavorian had been working a hybrid shift for the past couple of weeks while staffing was being organized and that he would officially begin his full-time role on Sunday. Lieutenant Chris Benedict then invited George Jeknavorian to introduce himself to the council.

George Jeknavorian stated that he had been a police officer for 19 years and had worked in Magna for about five years. He explained that he would be taking over the position previously held by Harry Holt and asked for patience as he adjusted to his new responsibilities, encouraging council members to offer pointers as needed.

Lieutenant Benedict expressed enthusiasm about George Jeknavorian joining the COP team, emphasizing the importance of the position in working with the council and community. He explained that this addition would provide a valuable asset while he and Del Craig monitored community concerns and determined priorities. He then reviewed activity from the past two weeks, noting that the community had been busy. He reported three major priority calls for

service: one involving a vehicle that struck a home, which required coordination with Unified Fire Authority for traffic control and evacuations; a SWAT barricade incident that involved multiple agencies and resources; and an incident at a park on a Friday night that required assistance from valley-wide assets including gang units, K9, SWAT, and violent crimes teams. He noted that during these high-profile incidents, Unified Police pulled resources from other jurisdictions such as Midvale and Millcreek to maintain coverage in Magna, ensuring response times remained consistent. He stated that the community would not have noticed any delay in service during those events, which he considered a positive demonstration of Unified Police operations. He reported that over the past two weeks, there were 850 calls for service, with 276 long form reports completed. This averaged to 39 calls per officer. The traffic unit had also been active, issuing 114 citations in the last two weeks, maintaining what he described as a balance between warnings and citations. He emphasized that the department had been listening to community concerns, particularly regarding traffic and parking enforcement, and was addressing them.

Council Member Mick Sudbury asked for confirmation of DUI numbers, and Lieutenant Chris Benedict stated that there were five DUI arrests over the Fourth of July weekend and two additional DUI arrests the following weekend.

Council Member Audrey Pierce thanked Lieutenant Chris Benedict for introducing George Jeknavorian, stating that the introduction was helpful for the council. She added that, while she was on scene at a house incident under Unified Command with Unified Fire Authority, it had been beneficial to work with officers who recognized her, as it aided coordination and her ability to participate in the command process. She expressed her appreciation for that support.

B. Pleasant Green Cemetery

David Brickey shared an update that during the month of July, there were three burials, three plots sold, two headstones set, and a new and unknown grave was identified. Sharon's working on identifying who that is.

C. Magna 4th of July

Kari Duckworth announced her resignation as chair of the Fourth of July committee. She became emotional while delivering her remarks but stated she wished to be direct. She explained that she had provided the council with a spreadsheet of this year's activities and asked if they had any questions about it. She noted that some aspects of the celebration went very well, including the breakfast and 5K. The parade was shorter than usual due to fewer entries, and there had been one emergency involving a child who fell from a trailer at the beginning of the parade. She reported that she had been notified immediately, Detective Buehler responded, and Unified Fire Authority and Unified Police Department managed the situation quickly. The child was treated on-site and was able to return home with their family.

She said surveys regarding the parade route produced mixed results, with a near 50/50 split in preferences and only 22 responses. Park activities ran smoothly with no issues, and both Unified Police and Unified Fire Authority were present to ensure safety. She highlighted that traffic flow was much improved this year because Unified Police managed street closures and intersections effectively. A rain delay occurred but did not affect attendance, and fireworks went as planned, although some sound equipment was damaged and the playlist malfunctioned, causing music to repeat until it was turned off. She explained that the Main Street construction project complicated planning, since the committee expected the road to be closed, requiring a parade reroute. When the Fourth of July arrived, however, the road was open, and she expressed frustration that the stress of rerouting might have been unnecessary. She shared her personal view that if communication with the construction crews had occurred earlier, they would have been accommodating, as they had been during a prior route adjustment. She expressed disappointment with the Municipal Services District and city manager, stating that she had hoped for more assistance, but clarified this was her personal opinion. She stated that her decision to resign was driven by her family's concerns about her stress level and their wish for her to enjoy the Fourth of July again. While she had intended to commit to five years, she concluded that stepping down after four years was best for her health and family. She described the role as more difficult than expected and shared that she often felt restricted in what she could say at council meetings, leaving her unhappy and emotional throughout the year. Despite this, she emphasized that she had met many wonderful people through her service and intended to remain an active volunteer in the community. She ended by asking the council to work more collaboratively for the betterment of the community and thanked her family, friends, and volunteers for their dedication.

Council Member Steve Prokopolis thanked her and expressed appreciation for her work. Council Member Mick Sudbury also thanked her, noting he had observed firsthand the effort required at the park. Kari Duckworth responded that her term felt like a four-year office and that she was ready to step aside. Council Member Trish Hull reassured her that the role was highly stressful, praised her accomplishments, and emphasized she should not feel guilty for resigning. Ms. Duckworth reiterated that she still wanted to volunteer, just not in a leadership role. Council Member Trish Hull remarked that she had the process down to a science, meaning her successor would face large shoes to fill.

Ms. Duckworth explained she was working to transfer event files, contacts, and records to ensure a smooth handoff and asked for time to complete this before her resignation took effect. Council Member Trish Hull suggested ensuring the information was stored in multiple locations to avoid loss, and Kari Duckworth agreed to work with city staff to finalize the transfer. She also noted she still had meetings scheduled to settle financial matters related to her P-card by the end of the month.

Mayor Eric Barney added his perspective, noting he was the only council member who had previously managed the Fourth of July event himself. He stated he understood the stress of the role and empathized with her experience, especially with the incident that occurred during her last year. He thanked her for her service and hard work. Ms. Duckworth reassured the council that she planned to remain active in the community and continue attending meetings.

Council Member Audrey Pierce also thanked her, recalling her work not only on the Fourth of July committee but also on the marathon and other events. She praised her long-standing commitment to the community. Ms. Duckworth concluded by expressing gratitude for the support and appreciation shown to her.

6. CONSENT AGENDA

A. Approve City Council Minutes

1. July 8, 2025 City Council Meeting Minutes

Council Member Hull moved to approve the July 8, 2025 Meeting Minutes as published. Council Member Sudbury seconded the motion; vote was 5-0, unanimous in favor.

7. PRESENTATION ITEMS

A. Webster Center Updates

Dijana Rambo from AJC Architects provided an update on the cost estimate for the Magna Community Center project. She explained that the consulting team had received the updated estimate earlier that day and was still reviewing it. Preliminary figures showed that architectural finishes were projected to cost about \$1 million, mechanical, electrical, and plumbing system upgrades about \$700,000, and exterior site improvements about \$300,000, bringing the total estimate to approximately \$1.7 million.

Council Member Mick Sudbury asked if the \$300,000 estimate for exterior improvements referred to the parking lot, and Dijana Rambo confirmed that it did. Mayor Eric Barney observed that the figures provided did not align with earlier numbers sent to the council. Ms. Rambo explained that the updated assessment had only just been received, and she would send a detailed breakdown to the council once the review was complete.

City Manager David Brickey raised concerns about the project timeline. He noted that the council would not meet in August due to the primary election, which could delay decision-making. He stressed the importance of moving quickly once the numbers were finalized, suggesting that at the council's August 26 meeting, he would likely ask for direction on whether to proceed with issuing a Request for Proposals (RFP). He explained that the Municipal Services District had already conducted an analysis on funding options and emphasized that time was limited if the city intended to proceed.

Mayor Eric Barney responded that the city did not have discretion over whether to move forward, as it had a contractual obligation to invest in the facility following its turnover to the city. David Brickey added that the new estimate was only \$100,000 to \$200,000 higher than previous figures and that he had been relieved it did not come in significantly higher. He noted that construction costs were currently favorable, meaning bids would likely be advantageous if sought immediately, but warned that waiting could increase costs and possibly delay the project until the following spring.

Mayor Eric Barney agreed, stating that the building was out of code and in serious disrepair, making timely action essential. He supported moving forward as quickly as possible once the finalized figures were available.

- B. Introduce New Magna United CTC Chair, Audrey Cooley and Vice Chair, Wendee Weight

Council Member Hull moved to support the newly elected Magna United CTC Chair, Audrey Cooley, and the Vice Chair, Wendee Weight. Council Member Sudbury seconded the motion; vote was 5-0, unanimous in favor.

8. COUNCIL BUSINESS

- A. Resolution R2025-09, A Resolution Appointing Audrey Pierce as an Alternate for MSD Board Meetings

Council Member Hull moved to approve Resolution R2025-09, Appointing Audrey Pierce as an Alternate for MSD Board Meetings. Council Member Sudbury seconded the motion; vote was 5-0, unanimous in favor.

- B. Feedback on UFA Patch Update

The council agreed they preferred the second option with one less color, noting the white looks better.

- C. Discussion and Action Regarding Proposed Magna City Social Media Policy

City Manager David Brickey reported that with the assistance of the Municipal Services District, new social media policies were being implemented across the cities. He explained that without such policies, removing inappropriate or defamatory posts from government-operated social media pages could be difficult, as First Amendment protections created strong arguments against removal if no guidelines were in place. The policy, he said, would clearly outline what content was appropriate and inappropriate, giving both the public and staff notice of expectations. It would also provide staff members such as Jake and Maridene the justification they needed to remove posts when necessary.

Council Member Trish Hull asked whether the council needed to take action on the policy that had been distributed. David Brickey responded that he preferred approval of the policy. He stated that the version included in the packet had been updated as recently as July 10, 2025, to reflect current issues. He added that staff could bring future updates to the council if needed. He noted that the policy would be posted first on Facebook, then on the city's website, and likely on the Municipal Services District's page as well.

Council Member Sudbury moved to approve the Magna City Social Media Policy as presented tonight. Council Member Hull seconded the motion; vote was 5-0, unanimous in favor.

9. MANAGER/CITY ATTORNEY UPDATES

No City Attorney updates at this time.

City Manager David Brickey addressed several issues that had been raised by council members in recent meetings. He reported that the old equipment at the skate park had been removed and a sign with a QR code had been posted at the site. The QR code provided updates from American Ramp as preparations moved forward for installation of the new park equipment. He added that a new cemetery sign, similar to the one at Copper Park, was scheduled for installation on July 28. The foundation was already in place, and he hoped the posts at the entrance would be installed smoothly.

David Brickey also updated the council on a billing matter with Unique Welding. He explained that he had requested a refund of \$7,888.86 but had not yet received a response. A second email had been sent, and he committed to following up further.

He then addressed the raised crosswalk project on Cordero Street near the high school and seminary, noting concerns from the prior meeting about whether it would be ready before school resumed. After holding meetings, he assured the council that the project could be completed in time if approval moved quickly. The total cost for the improvements—including raising and widening the crosswalk, as well as adding lights and flags—was estimated at \$27,000. He requested that the mayor, or the mayor pro tem if the mayor was unavailable, be authorized to approve the bid so work could proceed without delay. Council Member Audrey Pierce asked why the cost was not the responsibility of the school. David Brickey explained that the LDS church was covering part of the expense, but the city was responsible for the additional improvements. Council Member Mick Sudbury asked about the potential for overhead HAWK lights instead of side-mounted lights. David Brickey explained that HAWK lights typically cost \$65,000 to \$75,000 and required a traffic warrant study. He suggested that after one year of operation, the Municipal Services District conduct an analysis to determine whether such an upgrade was justified. Council Member Steve Prokopolis observed that managing parking near the crosswalk would be important for visibility, while Council Member Trish Hull suggested painting curbs red to enforce restrictions.

David Brickey then reported on a funding matter with Rio Tinto, which had contributed to the Copper Park sign. Because the bid had included sales tax, which the city did not owe, Rio Tinto had overpaid by \$947. Rather than returning the money, Rio Tinto authorized the city to use it for another purpose. He recommended applying the funds toward banner arm mounts on Main Street, which frequently broke and cost \$75 each to replace. Council Member Mick Sudbury suggested redesigning the banners by weighting the material at the bottom so that arms would not break as easily in the wind or from tampering.

He also updated the council on parking issues in Little Valley. He presented a draft mailer that explained the city's parking rules, including restrictions on parking at corners, in front of driveways, and near mailboxes. He sought feedback on whether to produce separate English

and Spanish versions, or one bilingual version. Mayor Eric Barney asked when a decision was needed, and David Brickey requested feedback before the end of the month so the mailers could be distributed before the school year began. He explained that warnings would be issued for two to three weeks before citations began, and an administrative law judge would handle most cases beginning after Labor Day. Council Member Trish Hull clarified that the rules applied citywide, not just to Little Valley, and David Brickey confirmed the mailer would go to all residents and businesses.

He also shared that the Granite School District had scheduled a tax increase hearing for August 5 at 7:30 p.m. at the Granite Education Center Auditorium on 2500 South State Street. He then reminded the council and public that there would be no city council meeting on August 12 due to the primary election. Mail-in ballots would be mailed on July 22, early voting would be available July 29 through August 8 at designated county locations, and the only in-person voting location in Magna on election day would be the library.

Council Member Steve Prokopolis gave his preference for a bilingual mailer with both languages on the same page rather than using a QR code. Council Members Audrey Pierce and Mick Sudbury agreed, forming a majority opinion. David Brickey confirmed that the mailer would follow that format.

10. COUNCIL REPORTS

Council Member Mick Sudbury reported that he had nothing to share for the evening.

Council Member Steve Prokopolis noted that the council had received the second-quarter update from the Unified Fire Authority (UFA), which showed activity consistent with the prior year. He then introduced Captain Matt Wyandt from Station 111, located on 3500 South, and invited him and his crew to speak.

Captain Matt Wyandt introduced his A Platoon crew and explained that they were stationed between 8000 and 8400 South. He shared that UFA staff had discussed providing shirts and stickers for the council. He presented some stickers and displayed a shirt designed by one of the firefighters, explaining that this style was used as an off-duty shirt. He said the council could have shirts made with wording that identified them as council members or the mayor if they wished, and UFA would collect their sizes to prepare them.

Council Member Trish Hull then gave her report. She explained that UFA had recently changed how it handled liaison assignments. Council Member Steve Prokopolis remained Magna's liaison, but Assistant Chief Wade Russell was now assigned to oversee several stations, including Magna's, and would attend meetings once or twice a year to provide updates or answer questions. She praised Assistant Chief Russell's work and described him as an asset to the community. She also reported on progress at the UFA training station, where the Bureau of Land Management had secured \$1 million to begin architectural work on a new wildland firefighting center. The facility would house trucks, equipment, and training operations, creating a beneficial partnership for UFA and the community. She said design work

was expected to take about a year, after which funding for construction would be pursued.

Council Member Trish Hull also addressed community rumors that the new high school might not be completed on time. She confirmed that she had spoken directly with Ben Horsley, who assured her that students would be in their seats on the first day of school, though minor construction would continue. She encouraged the community to share this information. She further reported attending the ribbon cutting for the new Fastenal facility, describing it as a modern, high-tech operation. She said the 100,000-square-foot building cost \$50 million to construct, held \$40 million in inventory, and generated \$20 million in monthly sales, though the city would not receive sales tax revenue from those sales. The facility employed 200 people, many of whom lived in Magna, West Valley, and West Jordan. She encouraged the city to welcome Fastenal into the community and involve the company in local activities.

Council Member Mick Sudbury asked when the facility would open, and Council Member Trish Hull confirmed that it was already operational, noting that Fastenal's CEO and board chair had attended the opening.

Council Member Audrey Pierce stated she had little to report since her meetings were scheduled for the following week and early August.

Mayor Eric Barney concluded by reporting on recent Municipal Services District (MSD) matters. He said the upcoming MSD board meeting scheduled for the day after the council meeting had been canceled due to a lack of agenda items, with the next meeting set for August 13. He announced that Council Member Audrey Pierce would attend that meeting as his alternate, as he would be out of town from August 9 to August 19 with limited phone access. He explained that at the last MSD meeting, the bylaws had been updated in three areas. First, alternates were now permitted to officially attend and vote on behalf of board members, which required the resolution the council had passed earlier that evening to authorize Audrey Pierce's role as alternate. Second, discrepancies between board policy and MSD bylaws regarding purchasing limits had been corrected. Third, the bylaws were aligned with the Utah Administrative Code to ensure consistency with state regulations.

Council Member Sudbury moved to recess the City Council Meeting and move to Closed Session. Council Member Prokopis seconded the motion; vote was 5-0, unanimous in favor.

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

12. ADJOURN

Council Member Hull moved to adjourn the July 22, 2025 Magna City Council Meeting. Council Member Sudbury seconded the motion; vote was 5-0, unanimous in favor.

The July 22, 2025 Magna City Council Meeting adjourned at 8:51 PM

This is a true and correct copy of the July 22, 2025 City Council Meeting Minutes, which were approved on September 9, 2025.

Attest:

Diana Baun, Magna City Recorder

Eric Barney, Magna City Mayor



MAGNA CITY COUNCIL SPECIAL MEETING

JULY 30, 2025 @ 6:00 PM
WEBSTER COMMUNITY CENTER
8952 West Magna Main Street
Magna, Utah 84044

MAGNA CITY COUNCIL MEETING MINUTES

Council Members Present:

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

Council Member(s) Excused:

Staff Present:

David Brickey, City Manager
Paul Ashton, Legal Counsel
Diana Baun, City Recorder
Daniel Torres, Economic Development Manager

Others Present:

5:00 PM – PUBLIC MEETING

1. Call to Order

Mayor Barney, presiding, called the meeting to order at 5:00 pm. He noted that Council Member Hull was not present at the moment, but would be joining the council later in the evening for the closed session.

2. Determine Quorum

A quorum was present, allowing the meeting to proceed.

Council Member Sudbury moved to recess the City Council Special Meeting and move to a Closed Session offsite. Council Member Pierce seconded the motion; vote was 4-0, unanimous in favor with Council Member Hull absent from the vote.

The council and staff then left the Webster Center to continue the Closed Meeting at a separate location, located at 7700 W 3150 S, Magna, UT 84044. Council Member Hull

MAGNA COUNCIL MEMBERS

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

joined the council for the closed meeting at the location noted above.

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

4. **ADJOURN**

Council Member Sudbury moved to adjourn the July 30, 2025 Magna City Council Special Meeting. Council Member Hull seconded the motion; vote was 5-0, unanimous in favor.

The July 30, 2025 Magna City Council Special Meeting adjourned at 6:15 PM

This is a true and correct copy of the July 30, 2025 City Council Special Meeting Minutes, which were approved on September 9, 2025.

Attest:

Diana Baun, Magna City Recorder

Eric Barney, Magna City Mayor



**CITY OF MAGNA
BOARD OF CANVASSERS MEETING**

AUGUST 26, 2025, 2:30 PM

WEBSTER CENTER – 8952 W Magna Main St., Magna, UT 84044

**CITY OF MAGNA BOARD OF CANVASSERS MINUTES
August 26, 2025**

COUNCIL MEMBERS PRESENT:

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

COUNCIL MEMBERS EXCUSED:

STAFF PRESENT:

Diana Baun, Recorder
David Brickey, City Manager
Paul Ashton, City Attorney
Dan Torres, Economic Development Manager

Others Present:

1. CALL TO ORDER

Mayor Eric Barney, presiding, called the meeting to order at 5:30 PM.

2. BUSINESS ITEMS

- a. Convene as the Board of Canvassers and Review the Tabulation of Election Returns, of the August 12, 2025 Municipal Primary Election Provided by the Salt Lake County Elections Division

Diana Baun, City Recorder reviewed the election results provided by Salt Lake County (Attachment A).

- b. Resolution R2025-13, Accepting and Approving the Provided Tabulation of 2025 Municipal Primary Election Returns Provided by the Salt Lake County Elections Division and Included as Part of this Resolution when Adopted

Council Member Sudbury moved to approve Resolution R2025-13, accepting and approving the 2025 Primary Municipal Election results as published by Salt Lake County. Council Member Hull seconded the motion; vote was 5-0, unanimous in favor.

3. COUNCIL REMARKS

CITY OF KEARNS COUNCIL

MAYOR KELLY BUSH, DEPUTY MAYOR TINA SNOW
COUNCIL MEMBER CHRYSTAL BUTTERFIELD, COUNCIL MEMBER ALAN PETERSON,
COUNCIL MEMBER PATRICK SCHAEFFER

4. ADJOURN

Council Member Sudbury moved to adjourn the August 26, 2025 Board of Canvassers Meeting. Council Member Prokopis seconded the motion; vote was 5-0, unanimous in favor.

The August 26, 2025 meeting adjourned at 5:36 PM

This is a true and correct copy of the August 26, 2025 Board of Canvassers Meeting Minutes, which were approved on September 9, 2025.

Attest:

Diana Baun, City Recorder

Kelly Bush, Mayor

DRAFT



MAGNA CITY COUNCIL MEETING

AUGUST 26, 2025 @ 6:00 PM
WEBSTER COMMUNITY CENTER
8952 West Magna Main Street
Magna, Utah 84044

MAGNA CITY COUNCIL MEETING MINUTES

Council Members Present:

Eric Barney, Mayor
Trish Hull
Steve Prokopis
Mick Sudbury

Council Member(s) Excused:

Audrey Pierce

Staff Present:

David Brickey, City Manager
Paul Ashton, Legal Counsel
Diana Baun, City Recorder
Daniel Torres, Economic Development Manager

Others Present:

6:00 PM – PUBLIC MEETING

1. Call to Order

Mayor Barney, presiding, called the meeting to order at 6:00 pm. He noted that Council Member Pierce was excused from the meeting.

2. Determine Quorum

A quorum was present, allowing the meeting to proceed.

3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. COMMUNITY UPDATE

A. High School Traffic Management Presentation

Chief Del Craig reported on traffic operations at Cyprus High School during the opening week.

MAGNA COUNCIL MEMBERS

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

He stated that semaphores at Cordero Drive and 8400 West were installed the day before school began and, after on-site coordination, were activated mid-day on the first day of school. He explained that morning commuter volumes on U-111 were substantially higher than at the former Cyprus campus, producing an initial load time of about 1 hour 45 minutes and citywide congestion from approximately 4100 South to SR-201, with Little Valley Gateway residents unable to enter or exit their neighborhood for a period. He said Unified Police Department, the Municipal Services District, UDOT and city staff adjusted traffic patterns daily, used a drone to validate assumptions, and focused on maximizing on-campus and on-Cordero queuing while protecting emergency access. By week's end, the morning load time had been reduced to about 30 minutes, though parking and localized "hot spots" remained. He stated his view that a dual left-turn lane from eastbound Cordero to northbound 8400 West was needed for long-term functionality and acknowledged the need to improve direct communication with Little Valley Gateway residents in addition to school families.

Council Member Mick Sudbury thanked Del Craig for intervening to ensure the signal was activated on the first day of school, crediting that action with preventing a further delay.

Ian Hartman, traffic engineer for the Municipal Services District, provided the technical report. He stated that school started on August 13 with roughly 2,700 students pre-registered but about 3,000 arriving, including approximately 300 who enrolled on the first day. He reported that bus service increased from about 6 buses at the old campus to 14 at the new campus. He described the circulation plan directing parent drop-off to the west entrance at McElroy with four on-campus pull-outs, student parking via the north access, and afternoon egress that stored queues along Cordero. He explained that UDOT's signal initially ran on fixed timing the first afternoon, gained detection by the next morning, and was connected to UDOT's Traffic Operations Center by that Friday to allow remote timing adjustments. He noted the raised crosswalk at the LDS seminary is a 3.5-inch concrete table with flashing beacons, and construction began the day after school started due to material galvanizing delays; Cordero was fully closed from Thursday to the following Monday with a revised detour and no-parking enforcement on Bowie Drive. He stated Salt Lake County added a two-way left-turn lane the morning school opened and later installed school legends and crosswalk striping on Cordero and Cloud Peak. He said the runaway truck ramp will remain until Ivory Homes builds the east leg of the intersection, anticipated in spring 2026, and that a privately owned dirt road west of 8400 West—under West Valley City—has been used informally by buses and some school traffic; DR Horton received West Valley approval in May 2024 to pave the final segment but needed land from Rio Tinto, and the development agreement lacked a build-before-opening deadline. For next steps, he said UDOT is evaluating a second eastbound left-turn lane at Cordero/8400; if approved, the city would restripe Cordero between Cloud Peak and 8400 to two lanes each direction over about 0.2 miles to increase storage. He added that turning-movement and pedestrian counts were being collected at Cordero/Cloud Peak to conduct a warrant study for a signal or all-way stop. He noted coordination is needed with UDOT and Magna Water because 8400 West is a UDOT facility and has water lines near the proposed tie-in.

Council Member Trish Hull thanked staff and noted reports from her family of students

stepping into the crosswalk at Cordero/8400 West during the protected left-turn phase, which prevented turns. She asked that the school reinforce compliance with pedestrian signals. Ian Hartman agreed to work with the school on messaging and stated that bilingual communications had improved compliance, explaining that when maps were provided in both English and Spanish, parent routing improved. He added that while federal standards require English on guide signs, options for supplemental Spanish messaging are being explored.

5. PUBLIC COMMENTS

Clint Dille, General Manager of Magna Water District, stated that Magna Water District supported construction of the roadway connection at 4100 South and 8400 West but explained that the district still owned a needed corner of property there. He said a prior concept to swap parcels with the developer had been approved by the district's board, but the developer had not completed the acquisition and had ceased contact about a year earlier. He reported that the developer's contractor had nonetheless accessed district property, removed fencing, graded across district land over water lines, and proceeded without obtaining the property, and he wanted the council to be aware of these actions amid circulating rumors about the 4100 South project.

Megan Olsen delivered public comment (Attachment A) opposing removal of the runaway truck ramp on 8400 West. She referenced a 1985 crash involving a family expressed in the letter attached to the minutes, and described severe injuries and two deaths that followed, and asserted the ramp had been installed to prevent similar tragedies. She criticized the council's July 2023 action to request removal of the ramp, contending it occurred without public input or evaluation of alternatives, and urged the council to retain or relocate the ramp rather than remove it. She stated that as of May 2024 the lane remained accessible and had been used, and she argued that the new signal at Cordero Drive would compromise ramp safety if it stayed in place. Mayor Eric Barney, as a point of order, noted he had not been present at the meeting referenced.

Becky Colonna asked the council to consider opening 9180 West to and from SR-201 to relieve congestion on 8400 West during construction and growth in Magna. She requested an update on the long-pending cemetery sign, noting it would reach four years without a sign next month, asked for the city's public office hours so residents would know when staff were available, and reported that tree growth obscured the flashing 20 mph school-zone signs on 3100 South near Magna Elementary. Council Member Mick Sudbury stated that he had already addressed the visibility issue.

Melinda Burrell, a resident of Little Valley Gateway, stated that neighborhood traffic problems were the result of area design and access rather than the school's presence alone. She objected to comments advising residents to avoid the area, described congestion and visibility problems caused by on-street parking, and opposed the approval of approximately \$218,000 for a skate park given competing needs such as parking enforcement, road maintenance, and traffic control. She proposed weekday no-parking on the north side of Cordero Drive during the day, limiting internal streets to one-side parking where safe, and prohibiting parking on key

routes including Cloud Peak and Loveridge. She added that residents would need to use garages and driveways, avoid illegal vehicle work and sales, and reconsider overcrowding, and she urged installation of a traffic signal at Cordero Drive and Cloud Peak Drive synchronized with 8400 West. She noted she had emailed additional concerns to the council.

Corby Larsen identified as a lifelong Magna resident and one of the children injured in the 1985 crash. He urged the council to reconsider removing the runaway truck ramp to help prevent future tragedies.

Rosemary Coon, a longtime Magna resident and parent of a child injured in the same crash, opposed removal of the runaway truck ramp. She stated that pedestrian crossings on 8400 West were more heavily used today than decades ago and urged the council to keep or relocate the ramp to protect students and residents using multiple nearby schools.

6. STAKEHOLDER REPORTS

A. Unified Police Department

Chief Del Craig had nothing additional to add tonight.

B. Pleasant Green Cemetery

Sharon Nicholes, representing Pleasant Green Cemetery, reported that during the past month the cemetery had five burials, three of which were full-body burials and two cremations. Five plots were sold, and four headstones were set. She said she had an upcoming meeting with a family regarding questions about graves dating back to the 1940s at the Webster Center.

She also explained that there had been recent incidents of pranks at the cemetery, which created significant problems. She said that when headstones are to be placed, the cemetery marks the locations with traffic cones labeled with the family's name. Twice, someone had moved the cones, resulting in headstones being installed in incorrect locations. Families later contacted her, and when she investigated, the cones had been shifted as much as 16 feet from their proper positions. This required the headstone company to return, remove the stones, and reinstall them correctly, causing additional time and cost.

To prevent further issues, she stated they had begun photographing the cones in place and sending the images to the headstone company, so if they arrived and saw discrepancies, they could contact her for assistance. She said she and City Manager David Brickey had discussed the possibility of installing cameras or trail cameras to identify those responsible. She emphasized that while the actions seemed to be intended as pranks rather than malicious vandalism, they nonetheless created costly and time-consuming problems. She concluded by asking if the council had any questions, and none were raised.

7. CONSENT AGENDA - None

8. PRESENTATION ITEMS

A. Development Agreement with Cingular Wireless to Co-locate on an Existing Monopole at 8585 W Magna Main Street

Jay Springer, land use counsel for the Municipal Services District, presented an application from AT&T regarding a cell tower modification. He explained that the request was unusual compared to those typically handled by the MSD or other communities. AT&T sought to add 20 feet to an existing tower to allow for co-location. Under current code, such a modification would be allowed if the tower were farther from a residential zone, but the 300-foot residential setback rule prohibited approval in this case. He stated that staff and the planning commission lacked authority to approve the application under existing code. To resolve the issue, a development agreement was drafted as a legislative action, which allowed the city to make an exception under these specific circumstances without creating a new precedent or delegating authority. He explained that while AT&T and the property owner had argued federal law preempted local restrictions, the MSD opted not to engage in a formal dispute but instead crafted a solution that respected both federal law and local code. He noted that the application had been submitted in April and, under federal timelines, would normally have been approved in June. Delays occurred as both sides worked through the process, but all other components of the application had passed staff review and met code requirements. The proposed height increase was already allowed under code in other zones, just not at this location.

Council Member Mick Sudbury asked whether the tower's proximity to the police station could create communication interference. Mr. Springer said that issue fell outside his scope but emphasized that the Federal Communications Commission regulated such matters.

Mayor Eric Barney explained that although the application was listed as a presentation item, the council's agenda allowed for approval of any item if the council deemed it timely and necessary. Council Member Steve Prokopis suggested that public input be considered, as the tower was near a residential area.

Jay Springer confirmed that the application had gone before the planning commission, a public hearing had been held, nearby residents had been notified, and no public comments had been submitted.

Council Member Steve Prokopis asked whether the cell tower application near residential areas presented an opportunity to replace the existing structure with something more aesthetically pleasing, such as a pine tree-style design or water tower form. He asked if the project involved replacing the tower or simply adding height.

Jay Springer responded that the planning commission had already addressed this issue with the applicant. He explained that the current application only allowed for an extension of 20 feet in the same style as the existing structure, not demolition or reconstruction. The components were designed to stack together, making it infeasible to change the style under the current proposal.

Council Member Trish Hull inquired whether public notice had been properly provided for the planning commission hearing. Jay Springer confirmed it had been noticed as a Class A public hearing, which did not require mailed notices to property owners within a specific radius.

Council Member Steve Prokopis noted that members of the audience had asked how close the nearest residence was to the tower. Gordon Bennett replied that it was approximately 75 feet away, about half the 300-foot setback normally required. Mayor Eric Barney confirmed that the tower was located directly adjacent to a duplex.

B. Ordinance 2025-O-14, An Ordinance adding Chapter 19.38 to Title 19 of the Magna Municipal Code Establishing Public Facilities and Institutions Zones to be Used on Properties to be Designated at a Later Date Through the Rezone Process

Daniele Benigni, the new long-range planner for the Municipal Services District, presented a proposed ordinance amendment to add Chapter 19.38 to Title 19 of the Magna City Municipal Code, creating public facilities and public institution zones. He explained that the purpose was to better align existing land uses with appropriate zoning designations and to give the city greater oversight and decision-making authority when such properties were sold, rezoned, or redeveloped. He noted that some properties, such as churches, were currently zoned residential even though their use was institutional. Establishing these new zones would ensure such properties were appropriately designated in the future. The amendment also aligned with the Magna General Plan, particularly goals in the land use and neighborhood section that called for reviewing zoning designations to ensure consistency with the plan and increasing parks, trails, and open space to support healthy, active lifestyles.

Council Member Mick Sudbury asked if the new zones would include high schools, and Daniele Benigni confirmed they would. He clarified that the “public facilities” zone was intended for areas owned by public and quasi-public entities, while the “public institution” zone would cover educational institutions, municipal uses, churches, and athletic facilities, regardless of ownership.

Mr. Benigni concluded by stating that staff found the amendment consistent with both the general plan and state code and recommended council adoption of the proposed ordinance.

C. Ordinance 2025-O-11, An Ordinance of the Magna City Council Amending Section 19.42.020 of the Zoning Ordinance to Waive Specific Use Standards Pertaining to Lot Size, Building Orientation, Street Frontage, and Building Height for Uses That Will Occupy Pre-existing Commercial Structures

Curtis Woodward presented a proposed ordinance amendment, explaining that it was straightforward and addressed a gap discovered in the zoning code adopted in 2023. He said the city’s current zoning ordinance included Chapter 19.42, which set specific use standards for various land uses. While these standards worked well for new construction, they created unintended obstacles when applicants sought to repurpose existing commercial buildings. He provided examples, noting that the code required all hotels to be at least three stories tall.

Under the current rules, someone attempting to convert an existing two-story building into a hotel—even if it had sufficient parking and amenities—would be prohibited unless they added another floor. Similarly, the ordinance required daycare centers to be located on 20,000-square-foot lots and on major arterial streets, which would prevent a smaller daycare from opening in a commercial space along Magna Main Street. He clarified that the proposed amendment would allow certain standards that were clearly designed for new construction to be waived when an applicant sought to reuse an existing commercial building for a permitted use in that zone. All other applicable requirements, such as parking, setbacks, distance from schools, hours of operation, and noise standards, would remain in effect. He emphasized that the change was limited in scope and intended only to remove barriers that prevented reasonable reuse of existing buildings.

D. Ordinance 2025-O-13, Rezone from A-1 to R-1.8 at 7372 West 2820 South
(Applicant: Amy Cosby)

Gordon Bennett presented a rezone request for the parcel at 7372 West 2020 South. He explained that the parcel, approximately 2.5 acres in size, was currently zoned A-1, which since December 10, 2024, required a minimum lot size of one acre. Prior to that date, A-1 required a 10,000 square foot minimum. The applicant, who owns the property, sought to rezone from A-1 to R-1-8, a single-family residential designation with a minimum lot size of 8,000 square feet. He said the property was surrounded by single-family subdivisions with 10,000 square foot lots, and the applicant's intent was to mirror that character. Although the rezone would technically allow smaller lots, he reported that the applicant intended to subdivide the parcel into seven lots of 10,000 square feet each. He stated that the R-1-8 zone was sought to meet setback requirements while maintaining lot sizes consistent with the neighborhood.

Council Member Mick Sudbury raised concerns about parking impacts, noting ongoing issues throughout the city. He questioned whether reducing minimum lot sizes would exacerbate the problem. Gordon Bennett replied that the applicant had indicated they would comply with both on-street and off-street parking requirements.

Council Member Steve Prokopolis asked about the size of neighboring parcels and road width requirements. Gordon Bennett responded that the parcels east and west were 10,000 square feet and confirmed that changing from 8,000 to 10,000 square feet would not affect road width requirements.

Todd Richards from Magna Planning clarified that the proposal was for seven lots, each meeting the 10,000 square foot size, even though the applicant sought the R-1-8 zoning designation. Mayor Eric Barney asked whether the planning commission had recommended limiting the project to seven lots despite the zoning allowing more. Todd Richards said no such restriction was included. Another staff member noted that due to the parcel's shape, cul-de-sac layout, and minimum width requirements in the R-1-8 zone, the site could realistically yield only seven or possibly eight lots.

Gordon Bennett concluded by citing the Magna General Plan, which designates the area for residential use. He stated that although surrounding parcels retained A-1 zoning, they had been subdivided before the one-acre minimum was imposed. He said the rezone to R-1-8 would align the property with surrounding development and recommended approval. He reported that the Magna Planning Commission had recommended approval of the rezone on August 14.

9. COUNCIL BUSINESS

A. Discussion and Potential Approval of Resolution R2025-11, A Resolution for an Interlocal Agreement between Magna on behalf of Magna CTC and Utah State University

David Brickey explained that the Communities That Care (CTC) program was seeking to strengthen its educational component, and Utah State University was expected to take a greater role in program design and oversight.

Council Member Trish Hull elaborated, noting that Magna's Youth Court had been highly successful, prompting Granite School District to expand the program districtwide. The plan was to establish four youth courts across the district. Previously, Magna's Youth Court coordinator had been funded through a grant administered locally, with support from Utah State University. Under the new arrangement, the grant money would be directed to Utah State University, which would then pay Magna's coordinators. She emphasized that the change would not cost the city additional funds, as the program remained fully grant-funded. The modification was essentially administrative, shifting who issued the checks.

David Brickey clarified that the urgency of the matter was tied to the implementation date of September 8, while the next council meeting would not occur until September 9, making it necessary for the council to act that evening.

Council Member Steve Prokopolis asked whether relinquishing direct control of the grants to Utah State University risked the city losing access to the funding in the future. Council Member Trish Hull responded that the funding source and purpose remained the same, with Salt Lake County as the grant recipient. She explained that the city had already experienced administrative delays with federal funding from the original \$2 million Department of Justice grant and had received an extension to carry the program through September of the following year. She stressed that Utah State University's involvement was meant to streamline administration, not divert the funds.

Mayor Eric Barney summarized that the proposal represented a partnership with Utah State University to administer the grant funds.

Council Member Hull moved to approve Resolution R2025-11, for an Interlocal Agreement between Magna on behalf of Magna CTC and Utah State University. Council Member Prokopolis seconded the motion. Vote was 4-0, unanimous in favor with Council Member Pierce absent from the vote.

- B. Discussion and Potential Approval of Resolution R2025-12, A Resolution for a Second Amendment to Salt Lake County Subaward Agreement Between Salt Lake County and Magna City for Community-Based Safety and Success Initiatives Within Magna**

Council Member Sudbury moved to approve Resolution R2025-12, Approving a Second Amendment to a Salt Lake City Subaward Agreement between Salt Lake County and Magna City as described above. Council Member Hull seconded the motion; vote was 4-0, unanimous in favor with Council Member Pierce absent from the vote.

- C. Discussion and Potential Approval of Resolution R2025-05-A, A Resolution of the Magna City Council Affirming Additional Details of the Fiscal Year 2026 Magna City Budget**

City Manager David Brickey informed the council that the Municipal Services District had raised concerns about the way certain council decisions and policies were being represented, particularly in relation to the administrative budget. He explained that, because an administrative budget had not previously been submitted, complications had arisen. As an example, he cited a recent case in which the Magna Museum attempted to access funding authorized under section 10.8.2 of the Utah Code. Since the budget process had not been properly completed, the funding could only move forward with the mayor's direct approval. He said the absence of a clear budget had also affected planning commissioners, who had gone two months without compensation. She stated that the measure before the council was intended to clarify the issue, ensure compliance, and resolve the funding and compensation problems. He added that he believed he had identified a way to prevent the situation from occurring again in future years.

Council Member Sudbury moved to approve Resolution R2025-05-A, Affirming Additional Details of the Fiscal Year 2026. Council Member Hull seconded the motion; vote was 4-0, unanimous in favor with Council Member Pierce absent from the vote.

- D. Discussion and Potential Action Regarding URS Audit Report**

David Brickey reported that a recent Utah Retirement Systems (URS) audit identified a policy gap dating back to Magna City's creation. URS required that the city establish a policy designating retirement benefits for Tier 1 and Tier 2 elected officials, with Tier 2 defined as individuals elected within the past two years. The purpose of the policy was to clarify eligibility and ensure compliance. He noted that at least three council members were already receiving retirement benefits, and the policy would ensure that Mayor Eric Barney or any future elected officials could also access benefits if they chose. Council Member Mick Sudbury interjected to state that he did not take any compensation. David Brickey acknowledged this, adding that Sudbury's lack of pay did not diminish his value to the council. Mayor Eric Barney clarified for the record that he had no intention of taking retirement benefits.

David Brickey said the policy was largely a matter of formalizing procedures, requiring confirmation from the council and signatures from both himself and the mayor before submission to URS. He further disclosed that the audit revealed three recipients who had not previously been recognized for URS benefits. The city calculated and made the appropriate payments in coordination with URS to correct the issue.

Council Member Trish Hull emphasized that the policy was not limited to current officials but would apply to all future elected officials, ensuring compliance going forward.

Council Member Hull moved to approve the URS Audit Report as discussed above. Council Member Prokopis seconded the motion; vote was 4-0, unanimous in favor with Council Member Pierce absent from the vote.

10. MANAGER/CITY ATTORNEY UPDATES

City Manager David Brickey introduced the next item, explaining that AJC Architects had completed a feasibility study on the Webster Center and prepared cost spreadsheets for council review. He emphasized that the item was informational only and that a decision would not be requested until the September 9 meeting.

Dan Torres presented the findings, noting that the Webster Center subcommittee had explored long-term use of the building as a civic and community space for at least the next 10 years. Priorities included code compliance, energy efficiency, cost-effectiveness, and ensuring adequate space for future city administration growth. He reviewed the building's history, with original portions constructed in 1969 and an addition added in 1999, and explained that the study evaluated seismic stability, HVAC, electrical, plumbing, energy efficiency, and ADA compliance. Recommendations included architectural modernization to support council chambers, community events, and offices, energy efficiency upgrades, accessibility improvements, replacement of outdated HVAC systems, electrical panel upgrades, LED lighting, and installation of a fire alarm system. The north parking lot was also identified as a major noncompliant feature requiring complete regrading. Mr. Torres presented a committee-preferred layout option, though Council Member Mick Sudbury pointed out that the graphic showed shifted doors, which could create additional costs. Mr. Torres said AJC would verify and adjust as needed. Council Member Steve Prokopis observed that the proposed plan reduced the size of the city manager's office.

Mr. Torres then reviewed cost considerations. The estimated total project cost was \$3.3 million, with major expenses related to mechanical, electrical, ADA, and site improvements. He explained that the building's historic district status limited how much could be altered without risking the downtown district's designation. He compared the renovation cost to new construction, estimating that a new 10,000-square-foot building at \$500 per square foot would cost approximately \$5 million. He added that Magna had applied for funding assistance through the Tourism, Recreation, Cultural & Convention (TRCC) fund, including a pending request for up to \$300,000 to help cover the civic and community space component.

Council Member Trish Hull asked whether the budget broke down FFEs (furniture, fixtures, and equipment). Mr. Torres replied that the estimates included FFEs but without detail, and that those costs—such as desks and projectors—were expected to be refined and potentially reduced, with hopes that TRCC funding might offset them. He acknowledged that costs reflected broader increases in construction expenses but stressed that the committee's focus was on maximizing the building's long-term value for the community while addressing the city's growing administrative needs.

Council Member Steve Prokopis asked how the Webster Center renovation project might be funded.

Mr. Torres responded that the current recommendation did not anticipate incurring debt. He explained that the city had built up reserves through frugal council decisions, including underutilization of the administrative budget, leftover CARES Act funds, and American Rescue Plan Act (ARPA) monies. He said ARPA dollars were particularly well suited for this type of capital improvement project. In addition, the city could draw from the county's redevelopment agency funds designated for the downtown district, with some of those funds recommended for use on the project.

Paul Ashton then addressed the council on a separate matter. He explained that the city had an opportunity to purchase a parcel of property and had been in contact with the broker. While the purchase and sale agreement was not yet finalized, staff had been reviewing red-lined terms and preparing the document. Once signed, the agreement would begin a 90-day feasibility period during which the city could assess potential uses and verify the property's value. Mr. Ashton stated that the property's value appeared to be significantly higher than the price the city would pay. He noted that earnest money had been negotiated at \$10,000 and said it would be helpful for the council to authorize the mayor to sign the agreement once the document reflected the original offer terms. After signature, the matter would be brought into a public meeting for further discussion. Mr. Ashton emphasized that mechanisms were in place to allow the city to withdraw during the feasibility period if needed and recommended proceeding. He then asked for a motion authorizing the mayor to sign the agreement to begin the process.

Council Member Hull moved to authorize the mayor to sign the agreement as discussed above to move forward with the purchase of property. Council Member Sudbury seconded the motion; vote was 3-1 with Council Member Prokopis giving a “nay” vote and Council Member Pierce absent from the vote.

City Manager David Brickey reported that, following up on discussions at the council retreat, bylaws had been drafted for a proposed Traffic and Safety Committee. The committee would be composed of citizens who would review and consider community input on parking and other traffic-related concerns. He stated that in the past two weeks alone, he had received at least 18 emails from residents raising concerns about traffic patterns and related issues. He asked whether he could move forward with advertising for committee members.

The council expressed support for the idea and agreed to place the item on the September 9 agenda for formal consideration.

11. COUNCIL REPORTS

Council Member Trish Hull reported that the Unified Fire Authority had met and that Council Member Steve Prokopis would soon be bringing the Wildlife Urban Interface (WUI) issue to the council. She explained that UFA had been coordinating with other cities and noted that as demonstrated in Millcreek, wildland fires could occur anywhere if land was not properly maintained. She also said UFA was working on establishing requirements for a secondary ambulance provider. Gold Cross was the primary ambulance transport service, but the city needed to designate an additional provider.

Council Member Steve Prokopis reported on a Unified Police Department meeting held the previous week. He said discussions centered on facilitation meetings between UPD, the Salt Lake Valley Law Enforcement Service Area (SLVLESA), and the county. Four workshops were planned, and two had already taken place. The ongoing challenge was determining how UPD and SLVLESA could coexist while both required funding.

Council Member Trish Hull added that a similar process was underway with the county and UFA. She said it was simpler because the county's contribution related specifically to the canyons, but the county was struggling financially and did not want to continue those payments. She stated that while both sides understood each other's positions, no resolution had been reached.

Council Member Mick Sudbury reported on the Wasatch Front Waste and Recycling District meeting. He said a new manager from Moab had been hired to replace Pam Roberts, who would be leaving in September. He noted that one city was withdrawing from the district after finding cheaper service elsewhere and recommended that Magna carefully evaluate the costs of remaining in the district. He cautioned that decisions should be made before the district entered into new bonds or leases, which could obligate members financially even if they later withdrew.

Mayor Eric Barney reported that in his absence, Council Member Audrey Pierce had attended the Municipal Services District board meeting and provided him an update. The only item affecting Magna involved changes to newsletters distributed prior to elections. He explained that due to new legislation limiting how information could be shared, the September newsletters would still be issued but would exclude photographs of elected officials in order to comply with the law.

Council Member Sudbury moved to recess the City Council Meeting and move to Closed Session. Council Member Hull seconded the motion; vote was 4-0, unanimous in favor with Council Member Pierce absent from the vote.

12. 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 Sudbury moved to adjourn the Closed Session and return to the Council Meeting. Council Member Hull seconded the motion; vote was 4-0, unanimous in favor with Council Member Pierce absent from the vote.

13. ADJOURN

Council Member Hull moved to adjourn the August 26, 2025 Magna City Council Meeting. Council Member Sudbury seconded the motion; vote was 4-0, unanimous in favor. Council Member Pierce was absent from the vote.

The August 26, 2025 Magna City Council Meeting adjourned at 8:57 PM

This is a true and correct copy of the August 26, 2025 City Council Meeting Minutes, which were approved on September 9, 2025.

Attest:

Diana Baun, Magna City Recorder

Eric Barney, Magna City Mayor

CITY COMMITTEE MEMBER CODE OF CONDUCT

Purpose

The purpose of this Code of Conduct is to establish clear expectations for residents serving on committees of the Magna City. Committee members are entrusted with representing the community, providing informed advice to the City Council, and conducting themselves in a manner that maintains public trust and reflects positively on the Committee and City.

1. Role and Scope of Authority

1. Except for the Planning Commission, all Committees are *advisory only*.
2. Advisory committees do not have decision-making authority; their role is to review issues, gather community input, and provide recommendations to staff and the City Council.
3. Committee members must respect the boundaries of their role and avoid making commitments, statements, or representations on behalf of the City unless specifically authorized.

2. Representation of the Agency

1. Committee members serve as representatives of the City and are expected to act in the best interest of the community as a whole.
2. Members should:
 - Conduct themselves with professionalism, respect, and courtesy toward fellow members, City staff, the public, and elected officials.
 - Be mindful that public comments—whether in meetings, public forums, on social media, or in other settings—may be perceived as statements on behalf of the City.
3. Members must clearly distinguish personal opinions from official committee or City positions.

3. Meeting Conduct

1. Attend meetings regularly and arrive prepared, having reviewed relevant materials.
2. Participate actively, listen respectfully, and allow others to speak without interruption.
3. Avoid personal attacks, inflammatory remarks, or disruptive behavior.

4. Communication & Public Interaction

1. Sensitive or confidential information shared during committee service must not be disclosed without authorization.
2. Members should direct media inquiries or questions from the public regarding official Agency positions to the appropriate City staff or spokesperson.

5. Conflicts of Interest

1. Members must disclose any personal or financial interest that could influence, or appear to influence, their actions or recommendations.
2. Members should recuse themselves from discussions or votes where such a conflict exists.

6. Compliance with Laws and Policies

1. Members must comply with all applicable federal, state, and local laws, including Utah's Open and Public Meetings Act (OPMA) and the Government Records Access and Management Act (GRAMA).
2. Members must follow all applicable Agency policies, including meeting procedures and record-keeping requirements.

7. Removal from Committee

1. The City reserves the right to remove a committee member for:
 - Persistent unexcused absences
 - Violation of this Code of Conduct
 - Unprofessional conduct, including disrespectful or harmful public communication
 - Breach of confidentiality
 - Failure to comply with applicable laws or policies
2. Removal decisions will be made by the City Council upon recommendation of the Mayor, or other City staff, in accordance with City policies.

Magna City Traffic and Safety Committee
Bylaws

1. Name and Purpose

1.1 The name of this body shall be the *Magna City Traffic and Safety Committee* (“Committee”).

1.2 The purpose of the Committee is to advise the Magna City Council on matters related to transportation safety, traffic calming, pedestrian and cyclist safety, and related community concerns.

1.3 The Committee serves in an advisory capacity only and does not hold regulatory or enforcement powers.

2. Powers and Duties

1. The Committee may:

- i. Review and recommend traffic safety improvements to the City Council and appropriate departments.
- ii. Recommend education and awareness programs for traffic and pedestrian safety.
- iii. Review citizen concerns and requests related to traffic and safety.
- iv. Consult with law enforcement, transportation engineers, and other stakeholders as needed.
- v. Assist in the development and prioritization of transportation-related capital improvements.

3. Membership and Terms

3.1 The Committee shall consist of five (5) voting members, appointed by the Mayor with the advice and consent of the City Council.

3.2 Each member shall reside in Magna City.

3.3 Members shall serve staggered terms of four (4) years to ensure continuity. Initial appointments shall be:

- i. The Mayor shall appoint one member from the City Council
- ii. The Mayor shall appoint one member shall from the Planning Commission
- iii. One (1) member appointed for four (4) years
- iv. Two (2) members appointed for two (2) years
- v. Thereafter, all terms shall be four (4) years

1 3.4 Members may be reappointed without term limits.

2 3.5 Vacancies shall be filled for the unexpired term in the same manner as original
3 appointments.

4 3.6 Committee members shall serve without compensation.

5
6 **4. Officers**

7 4.1 The Committee shall annually elect a Chairperson and a Vice Chairperson from
8 among its members at the first meeting of the calendar year.

9 4.2 The Chairperson shall preside at meetings and act as the Committee's liaison
10 to City staff.

11 4.3 The Vice Chairperson shall act in the absence of the Chairperson.

12 4.4 A Secretary may be appointed (by the Committee or assigned by staff) to assist
13 with meeting documentation.

14
15 **5. Staff Liaison**

16 5.1 The Magna City Engineer, or their designee, shall serve as the Staff Liaison to the
17 Committee.

18 5.2 The Staff Liaison shall:

- 19 i. Provide technical expertise and project updates
20 ii. Coordinate the agenda in collaboration with the Chairperson
21 iii. Assist in implementing Committee recommendations, as appropriate
22 iv. Serve as the primary point of contact between the Committee and City
23 departments

24 **6. Meetings**

25 6.1 The Committee shall meet at least quarterly, with additional meetings
26 scheduled as needed by the Chairperson or a majority of members.

27 6.2 All meetings shall comply with the Utah Open and Public Meetings Act.

28 6.3 A quorum shall consist of a majority of appointed members.

29 6.4 Decisions and recommendations shall be made by majority vote of the quorum
30 present.

31 6.5 Meeting minutes shall be taken for each meeting, reviewed by the Committee,
32 and submitted to the City Recorder.

33 6.6 The City Recorder shall serve as the custodian of records for all Committee
34 agendas, minutes, and official correspondence.

1 **7. Rules of Order**

2 7.1. Meetings shall be conducted according to Robert's Rules of Order, Newly
3 Revised, except where otherwise provided in these bylaws.

4 7.2. The Chairperson may appoint subcommittees or working groups as needed,
5 with the consent of the Committee.

6
7 **8. Amendments**

8 8.1. These bylaws may be amended by majority vote of the Committee, subject to
9 approval by the Magna City Council.

DRAFT

DRAFT

Magna Traffic and Safety Committee: Proposed Bylaws & Code of Conduct For Council Adoption

September 9, 2025

Purpose of the Committee

- Advise the City Council on transportation and safety issues
- Focus on:
 - Traffic calming
 - Pedestrian & cyclist safety
 - Community traffic concerns
- Provide recommendations only (advisory role)

Committee Powers & Duties

- Review and recommend safety improvements
- Propose education & awareness programs
- Review citizen requests and concerns
- Consult with law enforcement, engineers, stakeholders
- Assist with prioritization of transportation capital improvements

Membership & Structure

- 5 voting members (all Magna residents)
- Appointed by the Mayor with Council consent
 - Initial appointments staggered (2- and 4-year terms)
- Representation includes:
 - One City Council member
 - One Planning Commission member
 - City Staff Liasson (City Engineer)

Operations

- Quarterly meetings (or more as needed)
- Staff Liaison: Magna City Engineer (or designee)
- City Recorder serves as custodian of records
- Meetings follow Robert's Rules of Order

Committee Code of Conduct

- Members represent the City, not themselves
- Expected to act professionally and respectfully
- Advisory role only; no independent authority
- Must comply with Utah OPMA & GRAMA
- Clear conflict-of-interest disclosure & recusal

Removal Provisions

- Members may be removed for:
 - Unexcused absences
 - Breach of confidentiality
 - Unprofessional or harmful conduct
 - Failure to follow laws/policies

Council Action Requested

We request the Council
to:

- Adopt the proposed Bylaws and Code of Conduct
- Authorize staff to establish the Traffic & Safety Committee
- Work with the Mayor & Council to appoint members

**ASHTREE LEGAL SERVICES LC
ATTORNEYS AND COUNSELORS AT LAW**

1237 E Lorraine Drive
Salt Lake City, Utah 84106
Phone (801) 558-8043
phashton@xmission.com

Paul H. Ashton, Esq.
Magna City Attorney

August 29, 2025

Via E-mail: RBHartshorn@drhorton.com
ARLoser@drhorton.com

DR Horton

Attn: Robert B. Hartshorn

VP, Division Counsel - Utah

Attn: Adam Loser

VP, Land Acquisition - Utah

12351 Gateway Park Place, Suite D-100

Draper, Utah 84020

Re: Little Valley Gateway Project - Magna City, Utah
Default Notice

Dear Mr. Hartshorn and Mr. Loser:

As we have discussed, Magna City believes DR Horton is in default of the Master Development Agreement for the Little Valley Gateway Project ("MDA") in that 4100 South, from the 8400 West intersection as shown in various traffic studies prepared by DR Horton for the Project, has not been completed by DR Horton. While DR Horton has assured Magna that it intends to complete the road, serious questions have arisen as to how and when that completion will occur. Further, questions exist as to the amount, if any, reimbursement that may be owed to DR Horton for the road construction pursuant to various provisions of the MDA.

Although Section 22.1 of the MDA calls for a 30 day time period between a notice of default, such as this letter, and developer's appearance before the city council, the parties believe, and have agreed, that it is in everyone's best interest to expedite the process and schedule DR Horton's appearance before the Magna City Council to its meeting of September 9, 2025. At that time, you can explain why you believe DR Horton is not in default of the MDA as a result of 4100 South not being completed¹.

I look forward to seeing you at the September 9 meeting. In the meantime, please provide to Magna documentation or presentation materials that you would like the City Council to review. In that

¹ *In good faith and consideration for expediting the Section 22 process, Magna has released two certificates of occupancy for show homes. Magna does not waive any other claim or defense re bonds or other matters arising from the Project.*

regard, the City Clerk will put together the agenda and packet for the public notice website by close of business the Wednesday the week before September 9.

If you have any questions about this notice, please advise me.

Sincerely

Paul H Ashton

Paul H. Ashton

cc: David Brickey, City Manager
Mayor Eric Barney

NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN MAGNA CITY AND CENTURYLINK FOR THE INSTALLATION OF NETWORK FACILITIES IN THE CITY PUBLIC RIGHT-OF-WAY

This Non-Exclusive License Agreement (“**Agreement**”) is made as of the Effective Date by and between **Magna City**, a Utah municipality (“**City**”), and **Qwest Corporation dba CenturyLink QC**, a Colorado limited liability company, and its subsidiaries, successors, or assigns (“**Licensee**” or “**CenturyLink**”).

RECITALS

- A. City has jurisdiction over the use of the public rights-of-way in City in which it now or hereafter holds any property interest (“**Public ROW**”).
- B. Licensee desires, and City desires to permit Licensee, to install, maintain, operate, and/or control a telecommunications network in the Public ROW (“**Network**”) for the purpose of offering communications services (“**Services**”), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) (“**Broadband Internet Services**”), but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses in City (“**Customers**”).
- C. The Network may consist of equipment and facilities that may include aerial strand; aerial or underground cables, lines, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; and other similar facilities reasonably needed to provide the Services (“**Network Facilities**”).
- D. City is currently a member of the **Greater Salt Lake Municipal Services District (“MSD”)**, an independent local district. The MSD currently provides a number of services to the City including engineering and public works. Some of those services, by interlocal agreement are currently provided through **Salt Lake County**. By way of examples, references in this Agreement to the City Engineer, therefore, refer to the Engineer retained by the City or the MSD, whether in-house or by contract, to serve the City, and City notices to Licensee may come from its representatives in the City, MSD, Salt Lake County, or other agent.

AGREEMENT

In consideration of the mutual promises made below, City and Licensee agree as follows:

1. Permission to Encroach and Occupy.

- 1.1 Permission to Encroach on and Occupy Public ROW. Subject to the conditions set forth in this Agreement, City grants Licensee permission to encroach on and occupy the Public ROW (the “**License**”) for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the Network and the related Network Facilities (the “**Work**”). This Agreement and the License do not authorize Licensee to use any property other than the Public ROW. Licensee’s use of any other City property, including parks, poles and conduits, will be governed under a separate Agreement regarding that use.
- 1.2 Subject to State and Local Law. This Agreement and the License are subject to City’s valid authority under State and local laws as they exist now or may be amended from

time-to-time, and subject to the conditions set forth in this Agreement. City expressly reserves the right to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as City may deem necessary in the lawful exercise of its police power for the protection of City's property, the Public ROW, and the health, safety and welfare of its citizens and their properties.

- 1.3 Subject to City's Right to Use Public ROW. This Agreement and the License are subject and subordinate to City's prior and future and continuing right to use the Public ROW, including but not limited to constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses; provided, however, City will use its best efforts to not interfere with or affect Licensee's rights under this Agreement and the License.
- 1.4 Subject to Pre-Existing Property Interests. City's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.
- 1.5 No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.6 Non-Exclusive. The License is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality to use the Public ROW for similar or different purposes allowed Licensee under this Agreement.
- 1.7 Limitations. Licensee will not knowingly permit another Person to use its Network Facilities in any manner which is solely intended to avoid the need for a franchise from the City. Nothing in this Section prohibits Licensee from offering Services to another Person who has authority to use and occupy the Public ROW. Licensee shall not provide services directly regulated by the Utah Public Service Commission (PSC) unless authorized by the PSC.
- 1.8 Cable System. Licensee shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 USCA §521, et seq., as amended) without first having obtained a separate cable agreement from the City.
- 1.9 Wireless Facilities. The Network Facilities will not include any wireless facilities and will not be deployed by Licensee to provide "wireless services" or act as a "wireless service provider" by way of the placement of wireless facilities in the Public ROW for purposes of the Small Wireless Facilities Deployment Act, codified as Utah Code Ann. 54-21-101, et seq. effective 1 September 2018, as the same hereafter may be amended (the "**Small Cell Act**"), except pursuant to a separate agreement with City. The terms "wireless facilities," "wireless services," "wireless service provider," as used above are all as defined in the Small Cell Act.

- 1.10 Non-Discrimination. City's grant of the License will be open, comparable, nondiscriminatory, and competitively neutral, and City will at all times treat Licensee in a lawful non-discriminatory manner.
- 1.11 Relationship. Nothing herein shall be deemed to create a partnership, joint venture, or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with the other.

2. Licensee's Obligations.

- 2.1 Licensee shall comply with and follow all applicable City ordinances, in all work it performs in the Public ROW. Licensee may only deviate from obligations in this Subsection 2.1 and its subsections to the extent approved by the City Engineer, City Mayor, or their delegates.
- 2.1.1 Licensee shall obtain all required permits or approvals for construction, maintenance and operations, and shall at all times be subject to and comply with all applicable laws, statutes, codes, rules, regulations, standards, fee schedules, and procedures regarding the construction, operation and maintenance of the Network Facilities in the Public ROW, now in force or which, hereafter, may be promulgated (including but not limited to applicable zoning, land use, historic preservation ordinances, safety standards, and other applicable requirements) and good industry practices. City may inspect the manner of such work and require remedies as may be necessary to assure compliance. In the event Licensee should fail to comply with the terms of any City ordinance, regulation or requirement, City shall give Licensee written notice of such non-compliance and the time for correction provided by ordinance or as provided herein.
- 2.1.2 All work in the Public ROW shall be done in a timely, expeditious and safe manner, and in a manner which minimizes the inconvenience to the public or individuals, and shall follow applicable law.
- 2.1.3 Licensee will place its Network Facilities in conformance with the permits, plans, and drawings approved by City. All Facilities constructed by Licensee shall be located so as to cause minimum interference with and injury to (i) public use of the Public ROW; (ii) public water mains, storm water infrastructure, street lights, or any public use of the Public ROW; (iii) trees and other natural features.
- 2.1.4. All public and private property disturbed by Licensee's construction or excavation activities shall be restored promptly by Licensee, at its expense, to substantially its former condition, subject to inspection by City and compliance by Licensee with remedial action required by the City Engineer or his representative pursuant to said inspection.
- 2.1.5 Licensee will promptly repair any damage to the Public ROW, City property, or private property if such damage is caused by the Work of Licensee, its contractors, subcontractors, employees, agents or assigns, and to the extent that no other person is responsible for the damage (e.g., where a person other

than Licensee fails to accurately or timely locate its underground facilities as required by State law). Licensee shall promptly notify the affected owner of the damaged property, and shall promptly repair the damaged property to substantially its former condition, and in accordance with applicable law. Licensee's restoration work will start promptly but not later than (i) twenty-four (24) hours from City notifying Licensee of damage that poses an imminent threat to public health or safety, (ii) seventy-two (72) hours from City notifying Licensee of damage that materially and adversely affects roads or highways, or (iii) thirty (30) days from City notifying Licensee of all other types of damage, subject to force majeure, including the acts or omissions of City or third parties beyond the reasonable control of Licensee. City must notify Licensee of damage under clauses 2.1.5(ii) and (iii) in writing, but may notify the Licensee by any means of its choice with respect to 2.1.5(i).

Each party is responsible for providing the other in writing, which may be by way of email, current and accurate contact information for the purpose of notifying the other. With respect to Section 2.1.5(i) Emergency notice shall be sent via telephone to Licensee's 24-hour emergency line at 800-244-1111 and urgent email shall be sent to relocations@lumen.com. All other requests for relocation shall be marked urgent and sent via email to relocations@lumen.com. For the avoidance of doubt, the effective notification date shall be the date the email was sent to the appropriate Licensee contact set forth herein.

- 2.2 Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense, except to the extent Licensee is permitted to seek reimbursement for such costs under applicable law, code, ordinance, or this Agreement.
- 2.3 Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work and in operating the Network Facilities. Licensee has obtained or will obtain any necessary approvals, licenses or permits required by federal and State law to provide its Services consistent with the provisions of this Agreement.
- 2.4 Undergrounding. City generally prefers that utilities be located underground in areas being newly developed. In all locations within the City where all utility services are required to be located underground, which may include the use of small pedestals, in accordance with permits issued for such new developments, unless otherwise authorized by City in writing and subject to applicable law, all of Licensee's new facilities shall be constructed underground. Nothing herein shall require Licensee to convert existing overhead facilities to underground facilities until and unless all other licensees with overhead facilities in the same location are required to do so. If undergrounding is caused by or required due to the activities of a non-governmental third party, Licensee's undergrounding costs shall be borne by such non-governmental third party, and City agrees to make the same a condition of any permits issued to such non-governmental third party.
- 2.5 Reasonable Care, Safety, Workmanlike Manner. Licensee will exercise reasonable care and shall act in a safe manner when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury,

property damage, soil erosion, and pollution of surface or groundwater. The installation, maintenance, renovation, and replacement of Licensee's facilities in the Public ROW shall be performed in a good and workmanlike manner.

- 2.6 Prohibitions. Except as otherwise provided herein, Network Facilities maintained or installed by Licensee within the City will be so located and constructed as **not to do any of the following acts**, unless permitted in writing by the City Engineer, City Mayor, or their delegates:

2.6.1 Interfere with access to or use of any fire hydrant; obscure the vision of or interfere with the installation of any traffic-control device or traffic or information sign or signal;

2.6.2 Interfere with, block or obscure motor vehicle driver sight distance lines or views established by any ordinance or law, including within intersection and driveway sight triangles;

2.6.3 Materially obscure the light from any street light;

2.6.4 Cross any water or sewer line except as coordinated with the Magna Water Improvement District;

2.6.5 Damage irrigation, landscaping or trees owned or maintained by the City;

2.6.6 Damage any communications lines owned or maintained by the City, subject to City's compliance with applicable law (including requirements to accurately and timely locate City's underground facilities); and

2.6.7 Install Network Facilities in the paved sidewalk area unless authorized in advance by the City.

- 2.7 No Nuisance/Graffiti. Licensee will maintain its Network Facilities in good and safe condition and shall not allow its Network Facilities to cause a public nuisance. Licensee will remove all graffiti from the identified Network Facilities in accordance with requirements under City code upon notice of same.

- 2.8 Removal and Protection of City Property. Except as required in an emergency event, no City property shall be removed from the Public ROW, without prior permission from an authorized representative of the City. When required by Salt Lake County Code, Licensee shall install reference marks where location of section corner or survey monuments are likely to be disturbed or destroyed by construction operations. Obtain Salt Lake County monument permit not less than 5 days prior to disturbing, damaging, moving, removing, covering, or destroying any existing survey monument, and pay all costs and provide all work required to replace such monuments.

- 2.9 Emergency Repairs. In any emergency event in which Licensee needs to cut or excavate a Public ROW, and in which Licensee must act immediately and is unable to obtain a permit for excavating in the Public ROW from the City beforehand, Licensee shall provide the City with notification of such work as soon as practicable by calling the City Engineer at (801) 927-0358 or if after the Department's business

hours, by calling such other emergency telephone number provided to Licensee by the City, and shall report the emergency and all related information requested by the City representative on call. Licensee shall give the City the telephone number of Licensee's representative(s) for contact about work in the Public ROW or in an emergency. Licensee shall have a representative available by telephone at all times when work is being done in the Public ROW.

- 2.10 Identification of Network Facilities. Licensee will identify the location of its Network Facilities using a method consistent with applicable statutes, code, or ordinances.
- 2.11 Cooperation in Joint Trench Opportunities. Licensee will cooperate with City in identifying ways to reasonably minimize the amount of construction in the Public ROW through joint trenching, sharing duct banks, and cost sharing with City and third parties undertaking similar construction projects involving the installation of underground communications facilities. Licensee's cooperation obligation is subject to any such proposed joint trenching, duct sharing, and cost-sharing opportunities being sufficiently compatible with Licensee's timing, budget, and plans, as reasonably determined by the Licensee. Without limiting the foregoing, (i) the cooperation opportunity would not be deemed sufficiently compatible with Licensee's plan where the opportunity involves different areas of the Public ROW than Licensee has permission to occupy under this Agreement, or would unreasonably delay or otherwise hinder or increase the costs of Licensee's construction plans.
- 2.12 As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in City and will provide them as pdf files to the City Engineer subject to applicable confidentiality protections claimed by Licensee under the Government Records and Management Act, Chapter 2, Title 63, Utah Code Ann., or its successor ("**GRAMA**"). City acknowledges that it has been advised by Licensee that such information is highly sensitive, proprietary, and confidential, and that its release or wrongful use could cause significant harm to Licensee, its customers, and the United States. Licensee has further advised City that such information may be considered Protected Critical Infrastructure Information ("PCII") under 6 CFR Part 29. City represents and warrants that such information shall be used solely for governmental purposes consistent with City's police powers, including to provide essential information on utility location and capacity during declared local emergencies under the Utah Emergency Management Act, Utah Code Title 53, Chapter 2a, ordinance or code of City. Further, City and Licensee agree that this information shall be treated as a "protected record" under Utah Code §§63G-2-305(12) & (48), as it pertains to national security and emergencies; therefore, it is not releasable to the general public.
- 2.13 Utility Notification Program. Licensee shall participate in and be a member of the State's utility notification program, whether provided for by statute or otherwise.
- 2.14 Hazardous Materials. If contaminated or hazardous material is discovered within or adjacent to the Public ROW, Licensee must stop work in that affected area, immediately notify City of the hazardous material, and report accurately and in writing the facts of the encounter to City. Work in the affected area will not thereafter be resumed except by written order of City or until the material is determined not to be hazardous material or the hazardous material is remediated in compliance with all applicable laws.

- 2.15 Network Design and Scope. Nothing in this Agreement requires Licensee to build to all areas of City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network. Licensee, at its sole discretion, may determine separately defined geographic areas within City where its Network Facilities will be deployed, and City will be available to consult with Licensee regarding the boundaries of City's recognized neighborhood associations and City's goals of equity and inclusion.
- 2.16 INTENTIONALLY OMITTED
- 2.17 INTENTIONALLY OMITTED
- 2.18 City Uses of Poles and Overhead Structures. City will have the right, without payment of attachment fees, to use approved above-ground poles owned solely by Licensee within the City for fire alarms, police signal systems, or similar governmental, non-commercial purposes and subject to Licensee's reasonable safety and availability review; provided, however, any said uses by City shall be for activities owned, operated or used by City for solely governmental, non-commercial purposes, and shall expressly not include the provision of communications service in a manner which would compete with Licensee's operations and services and provided that such City use does not substantially interfere with Licensee's operations and services.
- 2.19 Limitations on Use Rights. Nothing in this Agreement will be construed to require Licensee to increase pole capacity or do any make ready work, alter the manner in which Licensee attaches equipment to the poles, or alter the manner in which Licensee operates and maintains its equipment. Such City attachments shall be installed and maintained in accordance with the reasonable requirements of Licensee and the then-current National Electrical Safety Code. City attachments shall be attached or installed only after written approval by Licensee, which approval will be processed in a timely manner and will not be unreasonably withheld, conditioned or delayed.
- 2.20 Maintenance of City Facilities. City's use rights shall also be subject to the parties reaching a written agreement regarding the maintenance of the City attachments at City's expense.

3. Relocation, Removal, Expiration, Revocation, and Inspection.

- 3.1 Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent, material threat to the health, safety, or property of City its residents or businesses, City may, if reasonably necessary, and recognizing that the same may cause service outages, including of emergency 911 services, and assuming all risks and liabilities of the same, remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. City will, however, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation to allow Licensee the opportunity to protect, remove, and/or relocate the Network Facilities. In any event, City will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. If and to the extent any relocation work was done in a sustainable manner by City (i.e.,

in a manner that enables the Network Facilities to permanently remain in their relocated location and position), Licensee will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any relocation work performed by City under the emergency circumstances described above. Licensee's obligation to reimburse City under this subsection is separate from Licensee's obligation to pay the License Fee (as defined below).

- 3.2 Removal of Abandoned Network Facilities. If Licensee abandons or fails to use any portions of its Network Facilities for one year or more ("**Abandoned Network Facilities**"), Licensee will notify City and will remove any above-ground facilities at its own expense at City's request within a commercially reasonable period of time. City and Licensee will discuss whether underground facilities should be abandoned in place or transferred to City, at City's option. Abandoned Network Facilities do not include Network Facilities intended for emergency use, redundant Network Facilities, or Network Facilities intended to meet future demand or capacity needs.
- 3.3 Relocation to Accommodate Governmental Purposes. If Licensee's existing Network Facilities would interfere with City's planned use of the Public ROW or other City property for a legitimate governmental purpose, such as road construction (including widening or relocation of all or part of a Public ROW), or installation, repair, maintenance, or operation of government-owned and operated water, sewer, or storm drain line/facilities, public roads or curb, gutter and sidewalk, parks, and recreational facilities, and in all of the foregoing instances pursuant to a valid exercise of the City's police power in the interests of the public health, welfare, or safety and not for the benefit of commercial interests or a private, non-governmental third party, Licensee will, upon written notice from City, relocate its Network Facilities at Licensee's sole cost and expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the City's governmental purpose and Licensee's and public's interest in maintaining the integrity and stability of its Network. Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City may not require Licensee to relocate or remove its Network Facilities with less than one hundred and twenty (120) days' notice.
- 3.4 Relocation to Accommodate Commercial Purposes. If Licensee's existing Network Facilities would interfere with City's planned use of the Public ROW or City property for a commercial purpose, or with a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities unless City or the third party enters into an agreement with Licensee under which City or the third party would, at a minimum: (a) identify and arrange for a new location for Licensee's Network Facilities that is acceptable to Licensee, (b) agree to a commercially reasonable period of time for the relocation, which in no event will be less than one hundred and twenty (120) days; and (c) agree to reimburse all of Licensee's reasonable direct costs, expenses, and losses associated with the requested relocation.
- 3.5 Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost (except to the extent subject to reimbursement pursuant to Subsection 3.4 hereof), repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with applicable law. Before

proceeding with removal or relocation work, Licensee will obtain from the City a street excavation permit and follow the City's ordinances and other applicable law.

- 3.6 Rights and Duties of Licensee Upon Expiration or Revocation. Upon expiration of the license granted under this Agreement, whether by lapse of time, by agreement between Licensee and City, or by revocation or forfeiture as provided herein, Licensee shall remove from the Public ROW any and all of its Network Facilities and restore the Public ROW to as good condition as the same was before the removal was effected, ordinary wear and tear and damages not caused by Licensee excepted. In the alternative, Licensee may, with the written approval of the City Engineer or City Mayor, abandon some or all of the Network Facilities in place.
- 3.7 Inspection by City. Installation of the Network Facilities shall be subject to inspection by City as provided in applicable law, code, and ordinance.

4. Contractors and Subcontractors.

- 4.1 Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.
- 4.2 Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3 Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to City on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit "A"** ("**Authorized Individuals**"). City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.

5. Compensation for Use of Public ROW.

- 5.1 Licensee is subject to the collection and proper deposit of the Municipal Telecommunications License Tax with the Utah State Tax Commission pursuant to the Municipal Telecommunications License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410).

6. Indemnification.

- 6.1 Indemnification. Licensee hereby agrees to indemnify, defend and hold harmless the City, MSD, and the City's officials, officers, and employees, individually and collectively from all losses, claims, suits, judgments, demands, expenses, reasonable attorney's fees, costs or actions of any kind and nature resulting from personal or bodily injury to any person, including employees of Licensee or of any contractor or subcontractor employed by Licensee (including bodily injury and death) or damages to any property, arising directly out of the negligent acts or omissions of Licensee, its contractors,

subcontractors, officers, agents and employees while exercising any of the rights or privileges granted by this Agreement, except for any loss, injury, or personal or property damage caused by the negligence or willful misconduct of the City, MSD, or the City's officers, agents, and employees, and except for any losses, claims, suits, judgments, demands, expenses, subrogation, attorney's fees, costs, or actions arising out of any claim made by City's employees that are covered under applicable workers' compensation laws. This Subsection 6.1 shall survive the termination of this Agreement.

- 6.2 City Participation in Litigation. The Licensee shall immediately notify the City of any litigation which would affect the City's rights under this Agreement. City shall promptly notify Licensee in writing of any claim or suit for which City seeks indemnification and defense by Licensee and request that Licensee indemnify the City. Licensee will give written notice to City of its acceptance of the defense and shall be entitled to engage legal counsel of its own choosing. City's failure to so notify and request indemnification shall not relieve Licensee of any liability that Licensee might have, except to the extent that such failure prejudices Licensee's ability to defend such claim or suit. In the event that Licensee refuses the tender of defense in any suit or any claim, as required under the indemnification provisions contained herein, and that refusal is subsequently determined by a court having appropriate jurisdiction (or such other tribunal that the Parties agree to decide the matter), to have been a wrongful refusal on the part of Licensee, Licensee shall pay all of City's reasonable costs for defense of the action, including all reasonable expert witness fees, costs, and attorneys' fees, and including costs and fees incurred in recovering under this indemnification provision. City shall have the right, at City's sole cost and expense, to employ separate counsel on behalf of City for City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order, or injunction. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim, and the relevant records of each Party shall be available to the other party with respect to any such defense, subject to applicable laws and policies. No compromise or settlement shall be approved or executed without the prior written consent of City and Licensee, if the compromise or settlement involves the rights of the other party. If the City refuses a compromise or settlement that has been approved by Licensee, City shall, at its sole cost and expense, take over the defense and Licensee shall not be responsible for, nor obligated to indemnify City, against any cost or liability in excess of such refused compromise or settlement.

7. Limitation of Liability.

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW.

8. Performance Bond.

The Parties acknowledge and agree there is an existing performance bond (bond # 022035196) in the amount of Fifty Thousand Dollars (\$50,000), effective as of April 1, 2014, naming Magna City as obligee and guaranteeing Licensee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement. The requirement of a performance bond will not prevent the

City from other legal remedies it may have against the Licensee if it defaults in any of its obligations under this Agreement, including filing a lawsuit.

9. Insurance.

Licensee will carry and maintain Commercial General Liability (CGL) insurance, with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance and waiver of subrogation endorsements; and (b) CGL policy will include an endorsement which covers City as additional insured. Licensee shall increase the commercial general liability limits contained herein to cover any increase in the City's and MSD's potential liability under the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, et. seq.) or successor provision. Upon written request, the Licensee will provide a Certificate or Memorandum of Insurance showing evidence of the coverage required by this subsection.

10. Effective Date and Term.

This Agreement is effective for fifteen (15) years beginning on the date the last party to sign executes this Agreement ("**Effective Date**"). The Agreement will automatically renew on the fifteenth anniversary of the Effective Date ("**Original Term**"), unless either party provides written notice to the other of its intent not to renew at least ninety (90) days prior to expiration of the Original Term. The renewal term will be for five (5) years, and the same renewal process may be used for successive 5-year terms (each a "Renewal Term").

11. Termination.

11.1 Termination by City. City may terminate this Agreement if Licensee is in material breach of the Agreement, provided that City must first provide Licensee written notice of the breach and thirty (30) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee must commence its efforts to cure within that time period and the cure period shall continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.

11.2 Termination by Licensee. Licensee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.

11.3 Network Facilities. Upon confirmation of termination or expiration of the Agreement, by agreement of both parties, Licensee's Network Facilities remaining in the Public ROW may be abandoned in place and will become property of the City.

12. Assignment. Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed-upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

12.1 Notwithstanding the foregoing, Licensee may at any time, on written notice to City, assign this Agreement and/or any or all of its rights and obligations under this Agreement:

12.1.1 to any Affiliate (as defined below) of Licensee;

12.1.2 to any purchaser of all or substantially all of Licensee's Network Facilities in City if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement;

12.1.3 subject to City's consent, which will not be unreasonably withheld, conditioned, or delayed, Licensee may assign to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement.

12.2 Following any assignment of this Agreement to an Affiliate, Licensee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this Agreement, (i) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (ii) "control" means, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

13. Notice. All notices related to this Agreement will be in writing and sent to the addresses set forth below, which the parties may update from time to time by sending written notice to the other party. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by email, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

If to City

c/o Magna City Mayor
8952 West Magna Main Street
Magna, UT 84044

with email copies to Paul Ashton, legal counsel, at 1237 East Lorraine Drive, SLC, UT 84106

If to MSD (as City's agent)

c/o General Manager
860 Levoy Dr, Suite 300, Taylorsville, UT 84123
MaHoward@msd.utah.gov

If to Licensee

c/o Network Infrastructure Services Right of Way
931 14th Street, Denver, CO 80202

With a copy to Network Legal Department, at 931 14th Street, Denver, CO 80202
Legal.Notices@Lumen.com

14. Meet and Discuss. Notwithstanding any other provision contained herein, before City or Licensee brings an action or claim before any court or regulatory body arising out of a duty or right arising under this Agreement, Licensee and City shall first make a good-faith effort to resolve their dispute by discussion.

15. General Provisions. This Agreement is governed by the laws of the State of Utah without regard to conflicts of laws principles. Any claim or lawsuit arising out of this Agreement must be brought in the Third District Court pursuant to the laws of the State of Utah, or in the U.S. District Court for the State of Utah located in Salt Lake County, Utah. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. The parties agree to meet at reasonable times on reasonable notice to discuss this Agreement or Licensee's provision of Services during the term of the Agreement. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion will not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. This Agreement is not intended to and will not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

16. Warranty of Authorization; Binding on Successors and Assigns. The person signing for and on behalf of Licensee warrants and represents that he or she is duly authorized and empowered to enter into this agreement for and on behalf of Licensee, and that Licensee is duly organized and validly existing under the laws of the State of Utah, and that by his or her signature, he or she does bind Licensee to the terms of this Agreement. The person signing below for Licensee warrants to the City that all necessary company approvals, authorizations and consents have been obtained, and all company procedures required to be taken have been followed to enable Licensee to enter into this Agreement and to perform its duties hereunder. This Agreement is binding upon the successors and assigns of each of the parties.

17. Governmental Immunity. City is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to - 904, as amended. The parties agree that City will only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

Signed by authorized representatives of the parties on the dates written below.

Qwest Corporation dba CenturyLink QC Magna City

(Authorized Signature)

Shaun Giesler
(Name)

Network Right of Way Manager
(Title)

Address: 931 14th Street, Denver, CO 80202

Date: _____

(Authorized Signature)

(Name)

(Title)

Address:
[insert address]

Date: _____

APPROVED TO FORM:

City Attorney

EXHIBIT “A”

FORM OF LETTER OF AUTHORIZATION

[LICENSEE LETTERHEAD]

[Date]

Via Email ([Email Address])

[insert name] City

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section 4.3 of the License Agreement dated [] between [insert name] City and [insert name], [insert name] hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the City on behalf of [insert name].

{Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.}

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. ~~Name, Title~~ (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the City.

Kind regards,

[Name]

Manager, [insert name]

MAGNA CITY

RESOLUTION NO. R2025-10

DATE: September 23, 2025

**A RESOLUTION OF THE MAGNA CITY COUNCIL APPROVING AND
AUTHORIZING DELEGATION OF AUTHORITY TO FURTHER REDUCE PARKING
VIOLATION PENALTIES IN LIMITED CIRCUMSTANCES**

WHEREAS, on June 10, 2025 the Magna City Council ("Council") adopted a civil parking enforcement ordinance ("parking ordinance"), which included a schedule of penalties for violation of the parking ordinance.

WHEREAS, the parking ordinance allows an administrative law judge ("ALJ") to reduce a penalty for violation of the parking ordinance to as low as \$25 when parking sign regulations are not visible where the violation takes place.

WHEREAS, the Council desires to authorize the Greater Salt Lake Municipal Services District ("MSD"), who is responsible for implementing the appeals process outlined in the parking ordinance, to reduce the penalties outlined in the parking ordinance in limited circumstances in order to resolve an appeal of parking penalties and save the expense of processing such an appeal.

WHEREAS, the Council finds that authorizing such reduction via a Resolution is more efficient than approving individual requests for penalty reduction.

WHEREAS, the Council desires to adopt a Resolution, authorizing the Greater Municipal Services District ("MSD") to reduce the penalties outlined in the parking ordinance in order to resolve appeals of parking penalties and to save the expense of processing such appeals in accordance with the following criteria:

<u>Condition</u>	<u>Reduction</u>
First Violation	50% Reduction
Second Violation	25% Reduction
Third Violation	No Reduction

Late Fee: A twenty five percent (25%) late fee will be added to any penalty that remains unpaid thirty (30) days after the date of receipt of notice.

{Signatures on Following Page}

APPROVED AND ADOPTED by the Magna City Council this 23rd day of September 2025.

ATTEST:

Eric Barney, Mayor

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	___	___	_____

CHAPTER 11.44 PENALTIES, PARTIES AND PROCEDURE ON ARREST

11.44.010 Violation Deemed Misdemeanor--Penalty

It is a misdemeanor for a person to violate any of the provisions of this title. Any person violating a provision shall, except where another penalty is provided, be punished as set out in Section **1.12.010** of this code.

11.44.0205 Violation.

Any person engaging in the unauthorized use of streets, parking lots or other areas as provided under this chapter, shall be liable for a civil penalty. Any penalty assessed may be in addition to such other penalties as may be provided in this chapter.

"Unauthorized use of streets" or "unauthorized use" means a violation of any restriction or prohibition contained in this chapter or its successor.

Civil Penalties: Civil penalties shall be imposed as defined in the most recently adopted Fee Schedule.

11.44.040 Receipt of Notice

A. Adjudicative Procedures.

As used in this section, "receipt of notice" means either:

1. The affixing of a notice of unauthorized use to the vehicle alleged to have been employed in such violation; or
2. By delivery of such notice of unauthorized use to the owner or driver thereof.

Receipt of notice shall be issued in writing by a peace officer or duly authorized code enforcement official and contain not less than the following information:

3. The name of the person in whose name such vehicle is registered;
4. The violation cited;
5. The date and place of the violation;
6. The make of the vehicle and its license number;
7. Notice that the notice of unauthorized use must be responded to; and
8. Other information, including information related to the payments by mail or electronic means.

B. Response to Notice:

Any person to whom a notice of unauthorized use has been issued shall respond within ten (10) business days thereof by either paying the civil penalty imposed by section 11.20.170.B of this chapter in the manner provided by the receipt of notice, or contesting the notice in the manner described by subsection F of this section. Failure to request an administrative hearing within ten (10) business days following receipt of notice shall constitute a waiver of a right to an administrative hearing and of the right to appeal the notice to any applicable court.

C. Adjudicative Procedures.

Except as otherwise prescribed in this subsection (F), Salt Lake County will follow the adjudicative procedures outlined in Magna City Code when processing contested matters relating to the unauthorized use of streets.

The notice of unauthorized use shall constitute prima facie evidence that the violation alleged therein actually occurred. The adjudication shall be conducted as informally as the circumstances will allow and shall be based on the civil standard of a preponderance of the evidence.

The burden to prove any defense shall be upon the person raising such defense. The administrative law judge may find that no unauthorized use occurred and dismiss the notice.

If the administrative law judge finds that an unauthorized use occurred but one or more of the defenses set forth in this section is applicable, they may dismiss the notice and release the owner or driver from liability thereunder. Such defenses are:

1. At the time of the receipt of the notice, possession of the subject vehicle had been acquired in violation of the criminal laws of the State;
2. Compliance with the subject ordinances would have presented an imminent injury to persons or property;
3. If the administrative law judge finds that the owner of the vehicle is deceased but was living when the notice was issued;
4. If the administrative law judge finds that the vehicle was sold with the original license plates on, and the notice of unauthorized use was received prior to the sale, provided the sale is reported to the Utah Division of Motor Vehicles and the bill of sale is provided within twenty (20) days of receipt of the notice;

If the administrative law judge finds that an unauthorized use occurred but one or more of the defenses set forth in this section is applicable, the administrative law judge may reduce the penalty associated therewith, but in no event shall such penalty be reduced below the sum of twenty-five dollars (\$25.00). Such defenses are:

1. The subject vehicle was mechanically incapable of being moved from such location; provided, however, such defense shall not apply to any vehicle which remains at such location in excess of six (6) hours;
2. Any markings, signs or other indicia of parking use regulation were not clearly visible or comprehensible;
3. At the time of the notice a responsible person received such notice of unauthorized use had, but failed to properly display, a special disability group license plate or placard that was valid and relevant to the notice. However, the administrative law judge may not reduce the associated civil penalty below the minimum penalty amount set forth in Utah Code Ann. § 41-1 a- 1306, or its successor section;

If the administrative law judge finds that an unauthorized use occurred and no applicable defense exists, the administrative law judge may enter into an agreement with a person who has received notice for the timely or periodic payment of the applicable penalty.

If the administrative law judge and a person who has received notice are unable to resolve the notice under the prior subsection, the administrative law judge may refer the matter to the Salt Lake County District Attorney to commence a civil action to compel enforcement of the notice in a court of competent jurisdiction.

If the penalty imposed pursuant to this chapter remains unsatisfied after forty (40) days from the receipt of notice of unauthorized use, or ten (10) days from such date as may have been agreed to by the administrative law judge, the County may use such lawful means as are available to collect such penalty, including costs and attorney fees.

DRAFT

ORDINANCE 2025-O-12

Ordinance No. 2025-O-12

Date: September 9, 2025

AN ORDINANCE OF THE MAGNA COUNCIL ADOPTING AND APPROVING A DEVELOPMENT AGREEMENT RELATED TO A SPECIFIED PROPERTY AND EXTENSION OF TELECOMMUNICATIONS INFRASTRUCTURE

RECITALS

WHEREAS, Magna (“City”) is a municipality and has authority to adopt land use regulations, pursuant to Utah Code § 10-9a-501 in accordance with the Municipal Land Use, Development, and Management Act, Title 10, Section 9a, Utah Code;

WHEREAS, the applicant seeks to develop property within the City consisting of approximately 0.18 acres, identified as Salt Lake County Parcel No. 14-29-104-002-0000;

WHEREAS, the City seeks to promote the health, safety, and welfare of the inhabitants of the City through the establishment and administration of zoning and development regulations concerning the use and development of land in the City;

WHEREAS, the applicant’s proposed project deviates from Chapter 19.42.350(E)(3)(a) of the Magna City Code, “Wireless Telecommunications Facilities,” but may be nonetheless approved through legislative discretion of the Magna City Council;

WHEREAS, the Magna Planning Commission held a public hearing on August 14, 2025 to consider adoption of a “**Development Agreement**” in accordance with Utah Code §§ 10-9a-205 and 10-9a-502; and

WHEREAS, the Planning Commission has recommended that the Council adopt the Development Agreement as presented except with clarifications to appropriate parties for the protection and preservation of the public health, safety and general welfare; and

WHEREAS, it is in the best interests of both the applicant and the City that the Development Agreement be adopted and effective as a “development agreement” within the meaning, and subject to the provisions, of Utah Code Ann. Section 10-9a-103 et seq. and to consent to all the terms of the Development Agreement as valid conditions of development of the project.

THEREFORE, BE IT ORDAINED BY THE MAGNA CITY COUNCIL as follows:

1. The Development Agreement is hereby approved in substantially the form set forth in **Exhibit A**.
2. Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or

specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.

3. Direction to Mayor. The Magna Mayor is hereby authorized and directed to execute the development agreement on behalf of the City.
4. Direction to Staff. Staff are authorized and directed to take such steps as may be needed: (a) for this ordinance to become effective under Utah law, including but not limited to compliance with the requirements of Utah Code § 10-3-711; and (b) to finalize and post the ordinance to Municode, including but not limited to making non-substantive edits to correct any scrivener's, formatting, and numbering errors.
5. Effective Date. This Ordinance will take effect immediately upon posting pursuant to Utah Code § 10-3-712.

{Signatures on Following Page}

PASSED AND ADOPTED this 9th day of September 2025.

MAGNA CITY COUNCIL

By: Eric J. Barney, Mayor

ATTEST

Diana Baun, City Recorder

Voting:

Council Member Barney voting _____
Council Member Hull voting _____
Council Member Pierce voting _____
Council Member Prokopis voting _____
Council Member Sudbury voting _____

(Complete as Applicable)

Date ordinance summary was posted to the Magna City website, the Utah Public Notice website, and in a public place within Magna City per Utah Code § 10-3-

711: _____

Effective date of ordinance: _____

EXHIBIT A
Development Agreement

SUMMARY OF
MAGNA CITY
ORDINANCE NO. 2025-O-12

On September 9, 2025 the Magna Council enacted Ordinance No. 2025-O-12, adopting and approving a development agreement related to a specified property and extension of telecommunications infrastructure as outlined in the development agreement.

By: Eric J. Barney, Mayor

ATTEST

APPROVED AS TO FORM

Diana Baun, Clerk Recorder

Paul Ashton, City Attorney

Voting:

Council Member Barney voting _____
Council Member Hull voting _____
Council Member Pierce voting _____
Council Member Prokopis voting _____
Council Member Sudbury voting _____

A complete copy of Ordinance No. 2025-O-12 is available in the office of the Magna City Recorder, 860 Levoy Dr., Taylorsville, UT 84123.

WHEN RECORDED, RETURN TO:

Magna City

Attn: City Manager
8952 West Magna Main Street
Magna, Utah 84044

COVER AND PROJECT INFORMATION SHEET

FOR MAGNA CITY DEVELOPMENT AGREEMENT

made as of the _____ day of _____ in the year 2025.

Between the “Developer”:

New Cingular Wireless PCS, LLC
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319

and the “City”:

Magna City
8952 West Magna Main Street
Magna, Utah 84044

for the following Project:

Name:	AT&T Skyway Tower
Project Location:	8585 West Magna Main Street Magna, UT 84044
Description (detailed):	20 foot height increase and installation of a walk-in cabinet at existing cellular tower site

Underlying Zone(s): C-2

Effective Date: _____

Developer Contact: Jason Evans (Centerline Communications)
Program Manager
(208)866-7725

**DRAFT RECOMMENDED BY PLANNING COMMISSION TO COUNCIL FOR
AUGUST 26 COUNCIL MEETING**

MAGNA CITY

MASTER DEVELOPMENT AGREEMENT

FOR

AT&T SKYWAY TOWER

THIS MASTER DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered as of the Effective Date by and between City and Developer, as each is defined in the Cover and Project Information Sheet (“**Cover Sheet**”) for this Agreement, each a “Party” and collectively “Parties” herein.

RECITALS

WHEREAS, the Developer seeks to develop property within Magna City, Utah (the “**Project**”). The property consists of approximately 0.18 acres, identified as Salt Lake County Parcel No. 14-29-104-002-0000 and is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, the Property is entirely located in the Underlying Zone and is subject to all applicable Magna City Code and development standards;

WHEREAS, the Developer is the owner of a wireless communication site located on the Property, which Property is owned by Helen S. Ham, John S. Ham, and Skyway Towers; and

WHEREAS, the City seeks to promote the health, safety, and welfare of the inhabitants of the City through the establishment and administration of zoning and development regulations concerning the use and development of land in the City;

WHEREAS, the Developer’s proposed Project deviates from Chapter 19.42.350(E)(3)(a) of the Magna City Code, “Wireless Telecommunications Facilities,” but has been nonetheless approved through legislative discretion of the Magna City Council;

WHEREAS, the City is desirous of development of the Property for the purpose of developing the Project in the manner outlined to the City;

WHEREAS, the City Planning Commission held a meeting and recommended approval of the application for the Project on August 14, 2025, with the conditions specified in that approval and incorporated into this Agreement; and

WHEREAS, it is in the best interests of both the Developer and the City that this Agreement be adopted and effective as a “development agreement” within the meaning, and

**DRAFT RECOMMENDED BY PLANNING COMMISSION TO COUNCIL FOR
AUGUST 26 COUNCIL MEETING**

subject to the provisions, of Utah Code Ann. Section 10-9a-103 *et seq.* and to consent to all the terms of this Agreement as valid conditions of development of the Project.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and accepted by both parties, the parties hereto mutually agree and covenant as follows:

1. Effective Date, Termination

- 1.1. The “Effective Date” of this Agreement is the last date upon which it is signed by any of the Parties hereto, and shall be indicated on the Cover Sheet. The City may not execute this Agreement until approved by the City in accordance with the Magna Municipal Code (“MMC”).
- 1.2. This Agreement shall be in full force and effect until the earliest occurrence of: (i) such date as the Project is abandoned, defined as written notice from Developer to the City that it no longer intends to develop the Project; (ii) the use or active development is discontinued for a period of more than six (6) months; or (iii) the Developer defaults on any provision of this Agreement and the default is not resolved as specified in this Agreement. Failure to proceed with development pursuant to this Agreement shall be deemed failure to implement the application with reasonable diligence pursuant to Utah Code Ann. Section 10-9a-509.

2. Project Description

The Project is described more fully herein on the Cover Sheet; in AT&T’s application materials, attached as **Exhibit B**; and as illustrated in the “**Site Plan**” for the Project, attached as **Exhibit C**.

3. Development Standards

- 3.1. Development Standards. The site development standards, procedures, and rules of the Underlying Zone and applicable code and law are modified as shown on **Exhibit D** “Development Standards.” All development standards applicable to the Project not expressly modified by this Agreement, including the Utah Municipal Land Use Development and Management Act, remain in full force and effect. Together, Exhibit D standards and the remaining development standards in the City code are the “**Development Standards**” for the Project.

These Development Standards shall apply to all buildings comprising the Project.

- 3.2. Use of the Property. This Agreement does not modify, amend, or otherwise alter the uses permitted, conditioned, or restricted in the Underlying Zone. Developer acknowledges a separate rezoning request must be submitted to modify the permitted and conditional uses in the applicable zone.

**DRAFT RECOMMENDED BY PLANNING COMMISSION TO COUNCIL FOR
AUGUST 26 COUNCIL MEETING**

- 3.3. Approvals. Development of the Project shall be in accordance with Utah's Land Use, Development and Management Act, MMC, the City's future laws which include the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a development application is submitted for a part of the Project (to the extent they are applicable as specified in this Agreement), the Site Plan and this Agreement. Approval of this Agreement by the City Council constitutes approval of the Site Plan, subject to health and safety review and fee payment compliance by prior to issuance of a building permit. Following approval by the City, the approved Site Plan and included in Exhibit C along with any supporting data and materials on which the Site Plan relies shall be made part of this Agreement and deemed to be an integral part of this Agreement. In the event of any inconsistency between approved plans and the terms of this Agreement, the terms of this Agreement shall govern. Any Development Review Submittals and approvals shall comply with the requirements of MMC for the appropriate development application.
- 3.4. Modification. The terms and conditions of this Agreement or of any Development Review approval issued in accordance with this Agreement may be modified administratively by the Planning Commission upon written request by Developer, as described in MMC 19.69.130 notwithstanding this Agreement is not made in conjunction with a planned community development application.
- 3.5. Fees. Nothing herein shall be construed to relieve Developer of the standard obligations to also pay any City fees and charges as part of the development process, as set forth in the existing City fee schedule. These costs will be paid pursuant to procedures set forth in City ordinances and policies.
- 3.6. Timeline. Developer shall satisfactorily complete construction of all Project improvements in a good and workmanlike manner, no later than six (6) months after the Agreement, subject to reasonable delays due to events of force majeure.

4. Recording.

The responsibilities and commitments of Developer and the City as detailed in this document, when executed shall constitute a covenant and restriction running with the land and shall be binding upon the Developer/Owner of the Property, their assignees and successors in interest and this Agreement or a notice thereof shall be recorded in the Office of the Salt Lake County Recorder by City at Developer's cost.

5. Default.

- 5.1. Failure to provide any reasonably requested information related to the Site Plan or any modifications thereto, obtain building permits, or complete construction of the Project

**DRAFT RECOMMENDED BY PLANNING COMMISSION TO COUNCIL FOR
AUGUST 26 COUNCIL MEETING**

specified in this Agreement shall constitute a default by Developer, its successors or assigns in interest.

5.2. Notice. If the Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide a written “**Notice of Default**” to the other Party.

5.3. Contents of the Notice of Default. The Notice of Default shall:

5.3.1. Specify the claimed event of default;

5.3.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default; and

5.3.3. If the City chooses, in its discretion, it may propose a method and time for curing the default which shall be of no less than thirty (30) days duration, if weather conditions permit.

5.4. Remedies. Upon the occurrence of any default, and after notice as required above, then the parties may have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

5.5. Default of Assignee. A default of any obligations expressly assumed by an assignee shall be deemed a default of Developer.

5.6. Limitation on Recovery for Default – No Damages against the City. Anything in this Agreement notwithstanding Developer may not be entitled to any claim for any monetary damages as a result of any breach of this Agreement and Developer waives any claims thereto. The sole remedy available to Developer and any assignee shall be that of specific performance.

6. Vesting.

Upon the Effective Date of this Agreement the Developer’s right to construct the Project, under the terms and conditions of this Agreement shall be vested to the fullest extent allowable under Utah Code Ann. Section 10-9a-509. Except as expressly and mutually agreed in writing by the Parties, all development of the Project, including any later phases, shall be governed by the applicable law in effect on the Effective Date of this Agreement. Nothing in this Agreement will limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation will not modify Developer’s vested right as set forth herein unless facts and circumstances are present which meet

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the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

- 6.1. Exceptions. The vested rights and the restrictions on the applicability of the City's future laws to the Project as specified in Section 3 are subject to the following exceptions:
 - 6.1.1. Master Developer Agreement. The City's future laws or other regulations to which the Developer agrees in writing;
 - 6.1.2. State and Federal Compliance. The City's future laws or other regulations which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
 - 6.1.3. Codes. Any City's future laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
 - 6.1.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;
 - 6.1.5. Fees. Changes to the amounts of fees for the processing of development applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
 - 6.1.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. Section 11-36a-101 *et seq.*;
 - 6.1.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards as permitted by Local, State or Federal law; and
 - 6.1.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. Section 10-9a-509.
7. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by a nationally recognized overnight courier

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service, or sent by email. Notice by email shall be effective upon receipt of electronic confirmation of delivery. Notices to the parties shall be sent to the addresses set forth on the Cover Sheet to this Agreement or such other address as a party may designate by notice to the other party.

8. General Provisions.

- 8.1. Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both parties.
- 8.2. The recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits to this Agreement are hereby incorporated into this Agreement as if fully set forth herein.
- 8.3. The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidence of intent.
- 8.4. This Agreement with any amendments shall be in full force and effect until all construction and building occupancy has taken place as per the Project development plans or expiration or termination of this Agreement as provided herein.
- 8.5. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.
- 8.6. In the event that legal action is required in order to enforce the terms of this Agreement, the prevailing party shall be entitled to receive from the defaulting party any costs and attorney's fees incurred in enforcing this Agreement from the defaulting party.
- 8.7. This Agreement constitutes the entire agreement between the parties. No changes or modifications may be made in this Agreement except in writing signed by both parties.
- 8.8. The requirements, obligations and conditions contained within this Agreement shall be binding upon Developer, its successors and assigns, and if different than Developer, the legal title holders and any ground lessors. All rights granted hereunder to Developer shall inure to the benefit of the Developer's successors and assigns, and if different than Developer, the legal title holder and any ground lessors.
- 8.9. This Agreement does not create a joint venture relationship, partnership or agency relationship or fiduciary relationship between the City, or Developer. Except as specifically set forth herein, the parties do not intend this Agreement to create any third-party beneficiary rights.
- 8.10. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction

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- to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, will continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable by the final order of a court of competent jurisdiction, either Party to this Agreement may, in its sole and absolute discretion, terminate this Agreement by providing written notice of such termination to the other Party.
- 8.11. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- 8.12. Each Party will execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement, the conditions to development, and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.
- 8.13. The singular will include the plural; the masculine gender will include the feminine; “will” and “shall” are mandatory; “may” is permissive.
- 8.14. Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.
- 8.15. The Developer may sell, convey, reassign, or transfer the Property or the Project to another entity at any time.
- 8.16. This Agreement shall be recorded against the Property senior to any respective covenants and any debt security instruments encumbering the Property.
- 8.17. This Agreement is entered into in Salt Lake County in the State of Utah and shall be construed under the laws of the state of Utah, irrespective of Utah’s choice of law rules, and the parties hereto intend that Utah law shall apply to the interpretation thereof.
- 8.18. Any action to enforce this Agreement may be brought only in the Third District Court, Salt Lake County in and for the State of Utah.
- 8.19. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

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- 8.20. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representatives for the City and Developer are hereby appointed as indicated on the Cover Sheet.

The Parties may change their designated representatives by providing written notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

- 8.21. No action taken by any Party may be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.
- 8.22. The City may not unreasonably withhold, condition, or delay its determination to enter into any agreement with another public agency concerning the subject matter and provisions of this Agreement if necessary or desirable for the development of the Project and if such agreement is consistent with this Agreement and applicable law. Nothing in this Agreement will require that the City take any legal action concerning other public agencies and their provision of services or facilities other than with regard to compliance by any such other public agency with any agreement between such public agency and the City concerning subject matter and provisions of this Agreement.
- 8.23. Each party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated and to execute, deliver, and perform its obligations under this Agreement. Specifically, on behalf of the City, the signature of the City Manager or Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to the Approval Resolution indicated on the Cover Sheet.
- 8.24. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by email shall be deemed originally signed copies of this Agreement.
- 8.25. Except as expressly modified by this Agreement, any statute or municipal code referred to in this Agreement shall be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.

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- 8.26. The undersigned certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel during the term of this Agreement. The undersigned further acknowledges that its engagement in a boycott of the State of Israel would be in violation of Utah Code Ann. Section 63G-27-201 and could result in termination of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto, having been duly authorized, have executed this Agreement this _____ day of _____, 20__.

CITY ACCEPTANCE

Magna City

By: _____

Its: Mayor

Attest:

Approval as to Form:

Magna City Recorder

Magna City Attorney

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DEVELOPER ACCEPTANCE**

Developer

By: _____

Its: _____

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 20 __, personally appeared before me _____,
who being by me duly sworn, did say that he/she is the [POSITION] of New Cingular Wireless
PCS, LLC, a Delaware limited liability company, that the foregoing instrument was duly
authorized by the company at a lawful meeting held by authority of its operating agreement and
signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

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Exhibit A

Description of Property

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Exhibit B

Application Materials

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Exhibit C

Site Plan

Exhibit D

Development Standards Modifications

D-1. For purposes of this Agreement and only for the Property, an exception to Magna Municipal Code Section 19.42.350 is added providing the following:

Notwithstanding Magna Municipal Code Section 19.42.350.E.3 (copied below), the Magna City Council may approve a twenty foot (20') height increase to an existing monopole that was properly approved at a height of sixty feet (60'), to allow for a total height of eighty feet (80'), within the three hundred foot (300') setback from the residential zone boundary by making a written determination that such improvement is in the best interests of the City.

Existing Magna Municipal Code Section 19.42.350.E.3. Monopole:

- a. The height limit for monopoles is sixty feet (60'), except that the Planning Commission may allow a monopole up to eighty feet (80') in the C-2, C-3, M-1, and M-2 zones if it finds:
 - (1) The monopole will blend in with surrounding structures, poles, or trees and is compatible with surrounding uses,
 - (2) The monopole will be available for co-location with other companies, and
 - (3) The monopole will be setback at least three hundred feet (300') from any residential zone boundary.



3. The monopole will be setback at least three hundred feet (300') from any residential zone boundary.

As shown in the picture above, the site of the proposed tower height extension is within three hundred feet, directly north of an R-4-8.5 Residential Zone.

Analysis:

The applicant has submitted an “Eligible Facilities Request Application” citing certain FCC regulations. The Eligible Facilities Request Application (Exhibit C) states that the proposed height extension will comply with the following requirements:

1. Federal Communications Commission (FCC) regulations regarding human exposure to radio frequency electromagnetic fields;
2. Federal Aviation Administration (FAA) and FCC tower lighting requirements;
3. Applicable state environmental regulations;
4. Applicable building codes;
5. Applicable fire codes;
6. Other non-discretionary and generally applicable structural and safety codes;
7. Section 106 Historic Preservation Review, if applicable; and
8. National Environmental Policy Act (NEPA), if applicable.

The application also claims to be following Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, which streamlines the review process for modifying existing wireless towers and base station, mandates that local governments approve eligible facility requests for modifications that don’t substantially change the physical dimensions of the structure, and aims to accelerate the deployment of wireless infrastructure, particularly for 5G networks.

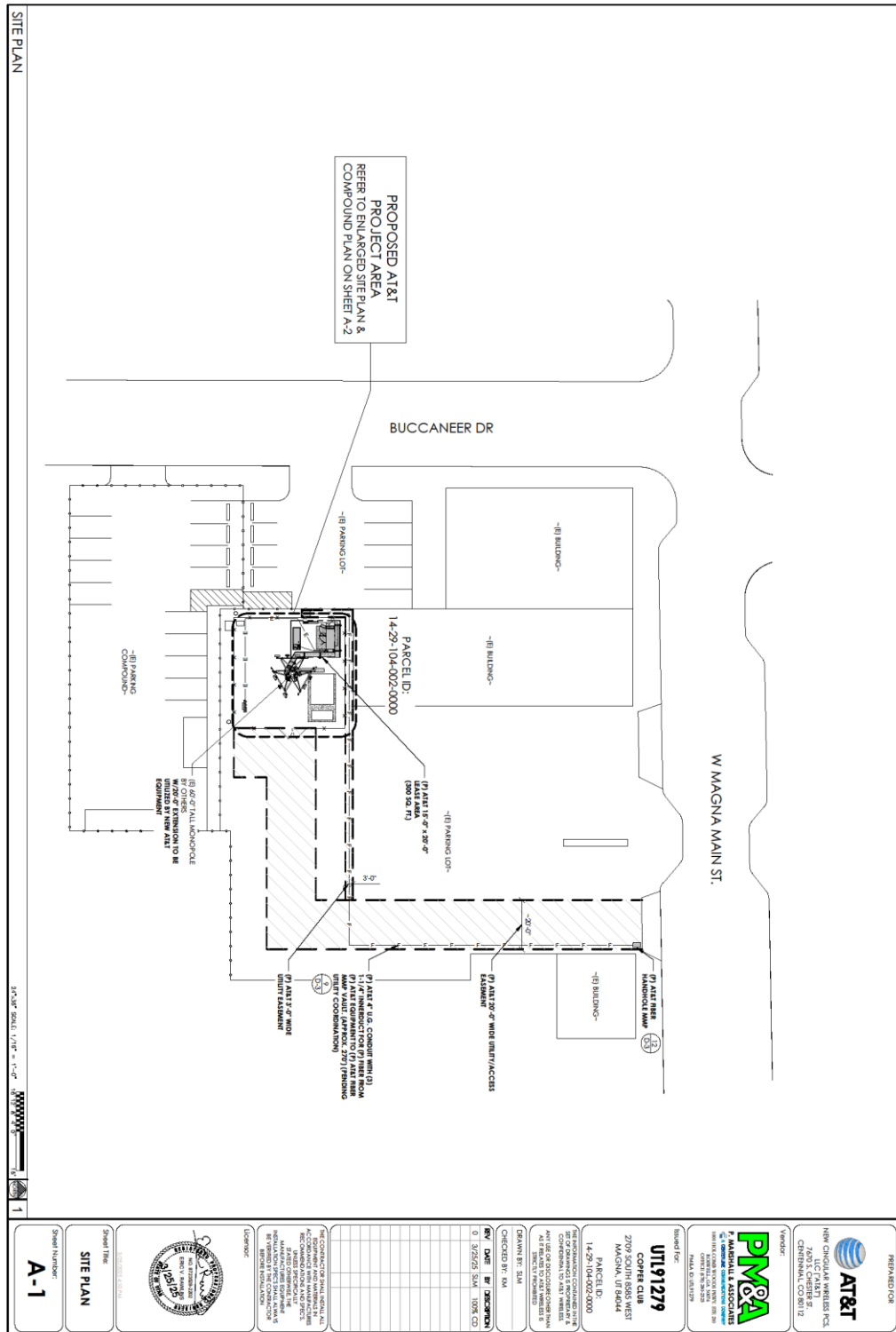
PUBLIC INPUT

Planning Staff have not received any comments from the public during the Magna Planning Commission Meeting on August 14th, 2025.

RECOMMENDATION

On August 14th, 2025, the Magna Planning Commission recommended approval for the development agreement for CUP2025-001379 to go before the Magna City Council meeting, which is scheduled for August 26th, 2025.

Exhibit A:



Development Agreement Application Number: CUP2025-001379 Date: August 14th, 2025 | Page 4 of 29

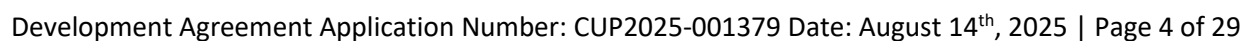


Exhibit C:

Eligible Facilities Request Application

(47 U.S.C. § 1455(a))

Applicant: New Cingular Wireless PCS, LLC ("AT&T")

Applicant/Agent Contact Information: Centerline Communications
Jason Evans - 208-866-7725 - jevans@clinellc.com

Property Owner: HAM, HELEN S; JT HAM, JOHN S; JT / Skyway Towers

Property Location (e.g., address, parcel no., GPS coordinates):
14-29-104-002-0000 - Parcel Number

Project Description: AT&T is proposing a Twenty (20) Foot extension as well as Nine (9) Panel Antennas along with pertinent radio head equipment as well as cabling. There will also be One (1) Three bay base station cabinet as well as a 30kw diesel generator.

Date of filing: 4/21/2025

30 days after filing: _____

"To toll the timeframe for incompleteness, the reviewing State or local government must provide written notice to the applicant within 30 days of receipt of the application, clearly and specifically delineating all missing documents or information. Such delineated information is limited to documents or information meeting the standard under paragraph (c)(1) of this section." 47 C.F.R. 1.6100(c)(3)(i).

60 days after filing: _____

"Timeframe for review. Within 60 days of the date on which an applicant submits a request seeking approval under this section, the State or local government shall approve the application unless it determines that the application is not covered by this section." 47 C.F.R. 1.6100(c)(2).

1. Is the proposed modification an Eligible Support Structure? Please check the applicable boxes:

An "Eligible Support Structure" means "Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the State or local government under this section." 47 C.F.R. 1.6100(b)(4).

☒ *"Tower" means "Any structure built for the sole or primary purpose of supporting any Commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site." 47 C.F.R. 1.6100(b)(9).*

or

☐ *"Base Station" means "A structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this subpart or any equipment associated with a tower.*

(i) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(ii) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks).

(iii) The term includes any structure other than a tower that, at the time the relevant application is filed with the State or local government under this section, supports or houses equipment described in paragraphs (b)(1)(i)-(ii) of this section that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

(iv) The term does not include any structure that, at the time the relevant application is filed with the State or local government under this section, does not support or house equipment described in paragraphs (b)(1)(i)-(ii) of this section."

47 C.F.R. 1.6100(b)(1).

and

☒ *"Existing" – "A constructed tower or base station is existing for purposes of this section if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition." 47 C.F.R. 1.6100(b)(5).*

2. What is the baseline height of the Eligible Support Structure? Please complete the Baseline Height Worksheet and insert baseline height here 60 _____. For modifications that will not change the height of the Eligible Support Structure, insert "N/A."

3. Is the proposed modification an Eligible Facilities Request?

An "Eligible Facilities Request" means "Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

- (i) collocation of new transmission equipment;*
- (ii) removal of transmission equipment; or*
- (iii) replacement of transmission equipment."*

47 C.F.R. 1.6100(b)(3); 47 U.S.C.1445(a).

"Collocation" means "The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes." 47 C.F.R. 1.6100(b)(2).

"Transmission equipment" means "Equipment that facilitates transmission for any Commission-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul." 47 C.F.R. 1.6100(b)(3).

3.1 Please check all applicable boxes that describe the proposed modification:

- ☒ Collocation of new transmission equipment
- ☐ Removal of transmission equipment
- ☐ Replacement of transmission equipment

3.2 Please complete the Substantial Change Worksheet to determine if the proposed modification substantially changes the physical dimensions of the Eligible Support Structure. Based on the Substantial Change Worksheet, will the proposed modification substantially change the physical dimensions of the Eligible Support Structure? No. If you answered "Yes," stop because the application is not an eligible facilities request.

4. Compliance with State and Federal regulations and codes. The proposed modification:

Check all applicable boxes

- ☒ Will comply with FCC regulations regarding human exposure to radio frequency electromagnetic fields
- ☒ Will comply with Federal Aviation Administration (FAA) and FCC tower lighting requirements
- ☒ Will comply with applicable state environmental regulations
- ☒ Will comply with applicable building codes

- ☒ Will comply with applicable fire codes
- ☒ Will comply with other non-discretionary and generally applicable structural and safety codes
- ☒ Will comply with Section 106 historic preservation review, if applicable
- ☒ Will comply with the National Environmental Policy Act (NEPA), if applicable

5. Attachments:

- ☒ Completed Baseline Height Worksheet
- ☒ Completed Substantial Change Worksheet
- ☐ Letter of authorization
- ☐ Applicable non-discretionary permit fees
- ☒ Building drawings, including site details and plans
- ☐ Documentation of property rights to site
- ☐ Prior approval(s) for Eligible Support Structure
- ☐ Other: _____

Baseline Height Worksheet

1. Does the application seek approval for collocation or replacement of transmission equipment?
 - ☐ No. Stop, the height will not increase for removal of transmission equipment. Continue to #7 and respond "N/A."
 - ☒ Yes. Continue to #2.
2. Was the tower or base station subject to previous review and approval by the local jurisdiction (as *originally built* or as *modified* to its current state)?
 - ☒ Yes. Continue to #3.
 - ☐ No. Does the application seek to modify a tower or base station that was in a zoned area when built?
 - A. ☐ No. Was the tower or base station lawfully constructed?
 - i. ☐ Yes. Continue to #3.
 - ii. ☐ No. Stop, the application is not an Eligible Facilities Request.
 - B. ☐ Yes. Stop, the application is not an Eligible Facilities Request (because the tower or base station is not considered "existing").
3. Does the application seek to collocate transmission equipment that will be separated horizontally on a base station (such as on a rooftop)?
 - A. ☐ Yes. Continue to #7. The baseline height is that of the original support structure (e.g., the height of the rooftop, penthouse).
 - B. ☒ No. Continue to #4.
4. Has the tower or base station been *modified* per a previous approval by the local jurisdiction?
 - A. ☒ No. Continue to #7. The baseline height is the originally-approved height of the tower or base station.
 - B. ☐ Yes. Continue to #5.

5. Was the tower or base station modified based on approval by the local jurisdiction issued before February 17, 2012?¹
- A. ☐ Yes. Continue to #6.
- B. ☒ No. Continue to #7. The baseline height is the height of the tower or base station as of February 17, 2012.
6. Was the tower or base station modified to the maximum height approved by the local jurisdiction per any approval(s) before February 17, 2012?
- A. ☐ Yes. Continue to #7. The baseline height is the existing height of the tower or base station.
- B. ☐ No. Continue to #7. The baseline height is the height as approved by the local jurisdiction before February 17, 2012.
7. Insert baseline height here 60' and at item 2 to the Eligible Facilities Request Application.

¹ The Spectrum Act was passed by Congress on February 17, 2012 and signed into law by the President on February 22, 2012. The FCC's Report and Order and regulations refer to the date of passage rather than date of enactment as the trigger for the analysis. Approvals issued after February 17, 2012 do not affect the baseline dimensions for determining whether an application proposes a substantial change.

Substantial Change Worksheet

Definition of "Substantial Change":

"Substantial Change" means "A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

(i) for towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;

(A) Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.

(ii) for towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

(iii) for any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

(iv) it entails any excavation or deployment outside the current site,² except that, for towers other than towers in the public rights-of-way, it entails any excavation or deployment of transmission equipment outside of the current site by more than 30 feet in any direction. The site boundary from which the 30 feet is measured excludes any access or utility easements currently related to the site;

(v) it would defeat the concealment elements of the eligible support structure; or

(vi) it does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is noncompliant only in a manner that would not exceed the thresholds identified in § 1.40001(b)(7)(i)-(iv)[sic]."

47 C.F.R. 1.6100(b)(7).

1. Check the box that describes the Eligible Support Structure:

- ☐ Base station. Continue to #2.
- ☐ Tower located in the public right-of-way. Continue to #2.
- ☒ Tower located outside of the public right-of-way. Continue to #3.

² "Site" – "For towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground. The current boundaries of a site are the boundaries that existed as of the date that the original support structure or a modification to that structure was last reviewed and approved by a State or local government, if the approval of the modification occurred prior to the Spectrum Act or otherwise outside of the Section 6409(a) process." 47 C.F.R. 1.6100(b)(6).

2. Answer the following questions about the proposed modification and proceed as instructed:
- A. Is the baseline height for the Eligible Support Structure greater than 100 feet?
 - ☐ Yes. Continue to item 2B.
 - ☐ No. Continue to item 2C.
 - B. Does the proposed modification increase height by more than 10% of the baseline height?
 - ☐ Yes. Continue to item 11.
 - ☐ No. Continue to item 2D.
 - C. Does the proposed modification increase height by more than 10 feet?
 - ☐ Yes. Continue to item 11.
 - ☐ No. Continue to item 2D.
 - D. Does the proposed modification add any appurtenance that would protrude more than 6 feet from the edge of the Eligible Support Structure?
 - ☐ Yes. Continue to item 11.
 - ☐ No. Continue to item 4.
3. Answer the following questions about the proposed modification and proceed as instructed:
- A. Will the proposed modification increase height by more than 10% of the baseline height of the Eligible Support Structure?
 - ☐ Yes. Continue to item 3B.
 - ☐ No. Continue to item 3C.
 - B. Will the proposed modification increase height by more than the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet?
 - ☐ Yes. Continue to item 11.
 - ☐ No. Continue to item 3C.

Substantial Change Worksheet Page 2 of 4

Applicant Initials _____

- C. Does the proposed modification add any appurtenance that would protrude more than 20 feet from the edge of the Eligible Support Structure?
- ☐ Yes. Continue to item 3D.
- ☐ No. Continue to item 4.
- D. Does the proposed modification add any appurtenance that would protrude more than the width of the tower structure at the level of the appurtenance?
- ☐ Yes. Continue to item 11.
- ☐ No. Continue to item 4.
4. Does the proposed modification involve installation of more than the standard number of equipment cabinets for the technology involved, not to exceed four?
- ☐ Yes. Continue to item 11.
- ☐ No. If the Eligible Support Structure is a base station, continue to item 5.
- If the Eligible Support Structure is a tower in the public right-of-way, continue to item 5.
- If the Eligible Support Structure is a tower outside of the public right-of-way, continue to item 8.
5. Does the proposed modification involve installation of any new equipment cabinets on the ground?
- ☐ Yes. Continue to item 6.
- ☐ No. Continue to item 8.
6. Are there any pre-existing ground cabinets associated with the Eligible Support Structure?
- ☐ Yes. Continue to item 7.
- ☐ No. Continue to item 11.
7. Are the proposed new ground cabinets more than 10% larger in height or overall volume than any other ground cabinets associated with the Eligible Support Structure?
- ☐ Yes. Continue to item 11.
- ☐ No. Continue to item 8.

Substantial Change Worksheet Page 3 of 4

Applicant Initials _____

8. Does the proposed modification involve excavation or deployment outside of the current site³?

☐ Yes. Continue to item 11. But if the Eligible Support Structure is a tower outside of the public right-of-way and the excavation or deployment is within 30 feet in any direction of the site boundary, exclusive of any access or utility easements related to the site, continue to item 9.

☐ No. Continue to item 9.

9. Will the proposed modification defeat the existing concealment elements of the Eligible Support Structure?

☐ Yes. Continue to item 11.

☐ No. Continue to item 10.

10. Will the proposed modification comply with conditions associated with the siting approval(s)?

A. ☐ Yes. Continue to item 12.

☐ No. Describe the non-compliance: _____
Continue to item 10B.

☐ Not applicable. Continue to item 12.

B. Is the non-compliance with conditions associated with the siting approval(s) based on any of the following: (a) height, (b) protrusion of any appurtenance from the edge of the Eligible Support Structure, (c) number of equipment cabinets to be installed, (d) location of excavation or deployment, or (e) impact to concealment elements that would not exceed the thresholds outlined above?

☐ Yes. Continue to item 12.

☐ No. Continue to item 11.

11. The proposed modification is a substantial change to the physical dimensions of the existing tower or base station. Insert "Yes" in item 3.2 of the Eligible Facilities Request Application.

12. The proposed modification is not a substantial change to the physical dimensions of the existing tower or base station. Insert "No" in item 3.2 of the Eligible Facilities Request Application.

³ See footnote 2.

Exhibit D:

WHEN RECORDED, RETURN TO:

Magna City
Attn: City Manager
8952 West Magna Main Street
Magna, Utah 84044

COVER AND PROJECT INFORMATION SHEET

FOR MAGNA CITY DEVELOPMENT AGREEMENT

made as of the _____ day of _____ in the year 2025.

Between the "Developer":

Centerline Communications
Attn: Jason Evans
3327 North Eagle Road, Suite 110-131
Meridian, ID 83646

and the "City":

Magna City
8952 West Magna Main Street
Magna, Utah 84044

for the following Project:

Name:	AT&T Skyway Tower
Project Location:	8585 West Magna Main Street Magna, UT 84044
Description (detailed):	20 foot height increase and installation of a walk-in cabinet at existing cellular tower site

Underlying Zone(s): C-2

Effective Date: _____

Developer Contact: Jason Evans
Program Manager
(208)866-7725

MAGNA CITY
MASTER DEVELOPMENT AGREEMENT
FOR
AT&T SKYWAY TOWER

THIS MASTER DEVELOPMENT AGREEMENT (“Agreement”) is made and entered as of the Effective Date by and between City and Developer, as each is defined in the Cover and Project Information Sheet (“Cover Sheet”) for this Agreement, each a “Party” and collectively “Parties” herein.

RECITALS

WHEREAS, the Developer seeks to develop property within Magna City, Utah (the “Project”). The property consists of approximately 0.18 acres, identified as Salt Lake County Parcel No. 14-29-104-002-0000 and is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the Property is entirely located in the Underlying Zone and is subject to all applicable Magna City Code and development standards;

WHEREAS, the Developer is the owner of a wireless communication site located on the Property, which Property is owned by Helen S. Ham, John S. Ham, and Skyway Towers; and

WHEREAS, the City seeks to promote the health, safety, and welfare of the inhabitants of the City through the establishment and administration of zoning and development regulations concerning the use and development of land in the City;

WHEREAS, the Developer’s proposed Project deviates from Chapter 19.42.350(E)(3)(a) of the Magna City Code, “Wireless Telecommunications Facilities,” but has been nonetheless approved through legislative discretion of the Magna City Council;

WHEREAS, the City is desirous of development of the Property for the purpose of developing the Project in the manner outlined to the City;

WHEREAS, the City Planning Commission held a meeting and recommended approval of the application for the Project on August 14, 2025, with the conditions specified in that approval and incorporated into this Agreement; and

WHEREAS, it is in the best interests of both the Developer and the City that this Agreement be adopted and effective as a “development agreement” within the meaning, and subject to the provisions, of Utah Code Ann. Section 10-9a-103 *et seq.* and to consent to all the terms of this Agreement as valid conditions of development of the Project.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and accepted by both parties, the parties hereto mutually agree and covenant as follows:

1. Effective Date, Termination

- 1.1. The “Effective Date” of this Agreement is the last date upon which it is signed by any of the Parties hereto, and shall be indicated on the Cover Sheet. The City may not execute this Agreement until approved by the City in accordance with the Magna Municipal Code (“MMC”).
- 1.2. This Agreement shall be in full force and effect until the earliest occurrence of: (i) such date as the Project is abandoned, defined as written notice from Developer to the City that it no longer intends to develop the Project; (ii) the use or active development is discontinued for a period of more than six (6) months; or (iii) the Developer defaults on any provision of this Agreement and the default is not resolved as specified in this Agreement. Failure to proceed with development pursuant to this Agreement shall be deemed failure to implement the application with reasonable diligence pursuant to Utah Code Ann. Section 10-9a-509.

2. Project Description

The Project is described more fully herein on the Cover Sheet; in AT&T’s application materials, attached as **Exhibit B**; and as illustrated in the “Site Plan” for the Project, attached as **Exhibit C**.

3. Development Standards

- 3.1. Development Standards. The site development standards, procedures, and rules of the Underlying Zone and applicable code and law are modified as shown on **Exhibit D** “Development Standards.” All development standards applicable to the Project not expressly modified by this Agreement, including the Utah Municipal Land Use Development and Management Act, remain in full force and effect. Together, Exhibit D standards and the remaining development standards in the City code are the “Development Standards” for the Project.

These Development Standards shall apply to all buildings comprising the Project.

- 3.2. Use of the Property. This Agreement does not modify, amend, or otherwise alter the uses permitted, conditioned, or restricted in the Underlying Zone. Developer acknowledges a separate rezoning request must be submitted to modify the permitted and conditional uses in the applicable zone.
- 3.3. Approvals. Development of the Project shall be in accordance with Utah’s Land Use, Development and Management Act, MMC, the City’s future laws which include the

ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a development application is submitted for a part of the Project (to the extent they are applicable as specified in this Agreement), the Site Plan and this Agreement. Approval of this Agreement by the City Council constitutes approval of the Site Plan, subject to health and safety review and fee payment compliance by prior to issuance of a building permit. Following approval by the City, the approved Site Plan and included in Exhibit C along with any supporting data and materials on which the Site Plan relies shall be made part of this Agreement and deemed to be an integral part of this Agreement. In the event of any inconsistency between approved plans and the terms of this Agreement, the terms of this Agreement shall govern. Any Development Review Submittals and approvals shall comply with the requirements of MMC for the appropriate development application.

- 3.4. Modification. The terms and conditions of this Agreement or of any Development Review approval issued in accordance with this Agreement may be modified administratively by the Planning Commission upon written request by Developer, as described in MMC 19.69.130 notwithstanding this Agreement is not made in conjunction with a planned community development application.
- 3.5. Fees. Nothing herein shall be construed to relieve Developer of the standard obligations to also pay any City fees and charges as part of the development process, as set forth in the existing City fee schedule. These costs will be paid pursuant to procedures set forth in City ordinances and policies.
- 3.6. Timeline. Developer shall satisfactorily complete construction of all Project improvements in a good and workmanlike manner, no later than six (6) months after the Agreement, subject to reasonable delays due to events of force majeure.

4. Recording.

The responsibilities and commitments of Developer and the City as detailed in this document, when executed shall constitute a covenant and restriction running with the land and shall be binding upon the Developer/Owner of the Property, their assignees and successors in interest and this Agreement or a notice thereof shall be recorded in the Office of the Salt Lake County Recorder by City at Developer's cost.

5. Default.

- 5.1. Failure to provide any reasonably requested information related to the Site Plan or any modifications thereto, obtain building permits, or complete construction of the Project specified in this Agreement shall constitute a default by Developer, its successors or assigns in interest.

- 5.2. Notice. If the Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide a written “Notice of Default” to the other Party.
- 5.3. Contents of the Notice of Default. The Notice of Default shall:
- 5.3.1. Specify the claimed event of default;
 - 5.3.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default; and
 - 5.3.3. If the City chooses, in its discretion, it may propose a method and time for curing the default which shall be of no less than thirty (30) days duration, if weather conditions permit.
- 5.4. Remedies. Upon the occurrence of any default, and after notice as required above, then the parties may have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.
- 5.5. Default of Assignee. A default of any obligations expressly assumed by an assignee shall be deemed a default of Developer.
- 5.6. Limitation on Recovery for Default – No Damages against the City. Anything in this Agreement notwithstanding Developer may not be entitled to any claim for any monetary damages as a result of any breach of this Agreement and Developer waives any claims thereto. The sole remedy available to Developer and any assignee shall be that of specific performance.

6. Vesting.

Upon the Effective Date of this Agreement the Developer’s right to construct the Project, under the terms and conditions of this Agreement shall be vested to the fullest extent allowable under Utah Code Ann. Section 10-9a-509. Except as expressly and mutually agreed in writing by the Parties, all development of the Project, including any later phases, shall be governed by the applicable law in effect on the Effective Date of this Agreement. Nothing in this Agreement will limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation will not modify Developer’s vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

- 6.1. Exceptions. The vested rights and the restrictions on the applicability of the City's future laws to the Project as specified in Section 3 are subject to the following exceptions:
- 6.1.1. Master Developer Agreement. The City's future laws or other regulations to which the Developer agrees in writing;
 - 6.1.2. State and Federal Compliance. The City's future laws or other regulations which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
 - 6.1.3. Codes. Any City's future laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
 - 6.1.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;
 - 6.1.5. Fees. Changes to the amounts of fees for the processing of development applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
 - 6.1.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. Section 11-36a-101 *et seq.*;
 - 6.1.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards as permitted by Local, State or Federal law; and
 - 6.1.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. Section 10-9a-509.
7. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by a nationally recognized overnight courier service, or sent by email. Notice by email shall be effective upon receipt of electronic confirmation of delivery. Notices to the parties shall be sent to the addresses set forth on the Cover Sheet to this Agreement or such other address as a party may designate by notice to the other party.

8. General Provisions.

- 8.1. Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both parties.
- 8.2. The recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits to this Agreement are hereby incorporated into this Agreement as if fully set forth herein.
- 8.3. The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidence of intent.
- 8.4. This Agreement with any amendments shall be in full force and effect until all construction and building occupancy has taken place as per the Project development plans or expiration or termination of this Agreement as provided herein.
- 8.5. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.
- 8.6. In the event that legal action is required in order to enforce the terms of this Agreement, the prevailing party shall be entitled to receive from the defaulting party any costs and attorney's fees incurred in enforcing this Agreement from the defaulting party.
- 8.7. This Agreement constitutes the entire agreement between the parties. No changes or modifications may be made in this Agreement except in writing signed by both parties.
- 8.8. The requirements, obligations and conditions contained within this Agreement shall be binding upon Developer, its successors and assigns, and if different than Developer, the legal title holders and any ground lessors. All rights granted hereunder to Developer shall inure to the benefit of the Developer's successors and assigns, and if different than Developer, the legal title holder and any ground lessors.
- 8.9. This Agreement does not create a joint venture relationship, partnership or agency relationship or fiduciary relationship between the City, or Developer. Except as specifically set forth herein, the parties do not intend this Agreement to create any third-party beneficiary rights.
- 8.10. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, will continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable by the final order of a court of competent jurisdiction, either Party to this

Agreement may, in its sole and absolute discretion, terminate this Agreement by providing written notice of such termination to the other Party.

- 8.11. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- 8.12. Each Party will execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement, the conditions to development, and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.
- 8.13. The singular will include the plural; the masculine gender will include the feminine; “will” and “shall” are mandatory; “may” is permissive.
- 8.14. Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.
- 8.15. The Developer may sell, convey, reassign, or transfer the Property or the Project to another entity at any time.
- 8.16. This Agreement shall be recorded against the Property senior to any respective covenants and any debt security instruments encumbering the Property.
- 8.17. This Agreement is entered into in Salt Lake County in the State of Utah and shall be construed under the laws of the state of Utah, irrespective of Utah’s choice of law rules, and the parties hereto intend that Utah law shall apply to the interpretation thereof.
- 8.18. Any action to enforce this Agreement may be brought only in the Third District Court, Salt Lake County in and for the State of Utah.
- 8.19. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
- 8.20. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representatives for the City and Developer are hereby appointed as indicated on the Cover Sheet.

The Parties may change their designated representatives by providing written notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

- 8.21. No action taken by any Party may be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.
- 8.22. The City may not unreasonably withhold, condition, or delay its determination to enter into any agreement with another public agency concerning the subject matter and provisions of this Agreement if necessary or desirable for the development of the Project and if such agreement is consistent with this Agreement and applicable law. Nothing in this Agreement will require that the City take any legal action concerning other public agencies and their provision of services or facilities other than with regard to compliance by any such other public agency with any agreement between such public agency and the City concerning subject matter and provisions of this Agreement.
- 8.23. Each party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated and to execute, deliver, and perform its obligations under this Agreement. Specifically, on behalf of the City, the signature of the City Manager or Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to the Approval Resolution indicated on the Cover Sheet.
- 8.24. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by email shall be deemed originally signed copies of this Agreement.
- 8.25. Except as expressly modified by this Agreement, any statute or municipal code referred to in this Agreement shall be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.
- 8.26. The undersigned certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel during the term of this Agreement. The undersigned further acknowledges that its engagement in a boycott of the State of Israel would be in violation of Utah Code Ann. Section 63G-27-201 and could result in termination of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto, having been duly authorized, have executed this Agreement this _____ day of _____, 20__.

CITY ACCEPTANCE

Magna City
By: _____
Its: Mayor

Attest:

Approval as to Form:

Magna City Recorder

Magna City Attorney

DEVELOPER ACCEPTANCE

Developer
By: _____
Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he/she is the [POSITION] of Centerline Communications, a Delaware and Massachusetts Limited Liability Company, that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

Exhibit A

Description of Property

Exhibit B

Application Materials

Exhibit C

Site Plan

Exhibit D

Development Standards Modifications

D-1. For purposes of this Agreement and only for the Property, an exception to Magna Municipal Code Section 19.42.350 is added providing the following:

Notwithstanding Magna Municipal Code Section 19.42.350.E.3 (copied below), the Magna City Council may approve a twenty foot (20') height increase to an existing monopole that was properly approved at a height of sixty feet (60'), to allow for a total height of eighty feet (80'), within the three hundred foot (300') setback from the residential zone boundary by making a written determination that such improvement is in the best interests of the City.

Existing Magna Municipal Code Section 19.42.350.E.3. Monopole:

- a. The height limit for monopoles is sixty feet (60'), except that the Planning Commission may allow a monopole up to eighty feet (80') in the C-2, C-3, M-1, and M-2 zones if it finds:
 - (1) The monopole will blend in with surrounding structures, poles, or trees and is compatible with surrounding uses,
 - (2) The monopole will be available for co-location with other companies, and
 - (3) The monopole will be setback at least three hundred feet (300') from any residential zone boundary.

ORDINANCE 2025-O-11

Ordinance No.2025-O-11

Date: September 9, 2025

AN ORDINANCE OF THE MAGNA CITY COUNCIL AMENDING SECTION 19.42.020 OF THE ZONING ORDINANCE TO WAIVE SPECIFIC USE STANDARDS PERTAINING TO LOT SIZE, BUILDING ORIENTATION, STREET FRONTAGE, AND BUILDING HEIGHT FOR USES THAT WILL OCCUPY PRE-EXISTING COMMERCIAL STRUCTURES.

RECITALS

WHEREAS, Magna City is a municipality and has authority to adopt land use regulations pursuant to Utah Code § 10-9a-501 in accordance with the Municipal Land Use, Development, and Management Act, Title 10, Section 9a, Utah Code; and

WHEREAS, the Council deems it necessary to amend its land use ordinances to accommodate for the re-use of existing commercial buildings while maintaining the specific use standards necessary to protect the public health, safety and general welfare;

WHEREAS, the Magna City Planning Commission held a public hearing on August 14, 2025, to consider the proposed amendment to Section 19.42.020 of the Specific Use Standards chapter of the zoning ordinance (the “Proposed Action”) in accordance with Utah Code §§ 10-9a-205 and 10-9a-502; and

WHEREAS, the Planning Commission has recommended that the Council adopt the amendment as submitted.

BE IT ORDAINED BY THE MAGNA CITY COUNCIL as follows:

1. Section 19.42.020 of the Magna City zoning ordinance is hereby revised to read as follows:

19.42.020 APPLICABILITY

- A. This Chapter contains the specific and additional regulations for permitted and conditional uses identified in the Schedule of Uses for each of the zones contained in this Title. Any use not listed as permitted or conditional in the applicable zone shall be prohibited.
- B. **Except as outlined in subsection C below,** [C] compliance with specific use standards, as applicable, as well as all other requirements of this Ordinance, and all other land use ordinances, and all other Federal, State, and Local requirements are required for any land use application approval required by this

Ordinance, or any other approval, permit, or license required by other land use ordinances.

C. Specific use standards of this chapter pertaining to lot size, building orientation, street frontage, and/or building height do not apply to commercial land uses that will occupy pre-existing non-residential (commercial) structures. However, all other specific use standards apply including without limitation: noise and odor mitigation, vehicular circulation and parking, hours of operation, property management, day to day operations, minimum spacing between the proposed use and other land uses, visual screening, and all other health, safety, and welfare protection standards.

2. Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.
3. Direction to Staff. Staff are authorized and directed to take such steps as may be needed: (a) for this ordinance to become effective under Utah law, including but not limited to compliance with the requirements of Utah Code § 10-3-711; and (b) to finalize and post the ordinance to Municode, including but not limited to making non-substantive edits to correct any scrivener's, formatting, and numbering errors.
4. Effective Date. This Ordinance will take effect immediately upon posting pursuant to Utah Code § 10-3-712.

{Signatures on Following Page}

PASSED AND ADOPTED this 9th day of September 2025.

MAGNA CITY COUNCIL

By: Eric Barney, Mayor

ATTEST

Diana Baun, City Recorder

Voting:

Council Member Barney voting _____

Council Member Hull voting _____

Council Member Pierce voting _____

Council Member Prokopis voting _____

Council Member Sudbury voting _____

(Complete as Applicable)

Date ordinance summary was posted to the Magna City website,
the Utah Public Notice website, and in a public place within Magna City
per Utah Code §10-3-711: _____

Effective date of ordinance: _____

SUMMARY OF
MAGNA CITY
ORDINANCE NO. 2025-O-11

On September 9, 2025, the Magna City Council enacted Ordinance No. 2025-O-11, amending Section 19.42.020 of the zoning ordinance to waive specific use standards pertaining to lot size, building orientation, street frontage, and building height for uses that will occupy pre-existing commercial structures.

By: Eric Barney, Mayor

ATTEST

Diana Baun, Recorder

Voting:

Council Member Barney voting _____
Council Member Hull voting _____
Council Member Pierce voting _____
Council Member Prokopis voting _____
Council Member Sudbury voting _____

A complete copy of Ordinance No. 2025-O-11 is available in the office of the Magna City Recorder, 860 West Levoy Drive, Suite 300, Taylorsville, Utah.



Ordinance Amendment

Meeting Body: City Council

Meeting Date: August 26, 2025

File Number & Project Type:
OAM2025-001462

Amend Section 19.42.020 to waive specific use standards pertaining to lot size, building orientation, street frontage, and building height for uses that will occupy existing commercial structures.

Planner: Curtis Woodward,
Senior Planner

Key Findings:

- Of the many Specific Use Standards in Chapter 19.42, a few appear to be aimed at new development sites.
- Waiving a limited number of use standards for existing commercial structures will allow re-use of buildings while not jeopardizing health and safety.

P.C. Recommendation:

Approval

Exhibits:

A. Proposed ordinance

PROJECT DESCRIPTION

This ordinance amendment is to exempt from the specific use standards only those standards intended to pertain to land uses being established through a new land development application. One example in 19.42 is a requirement that childcare centers be located on lots 20,000 square feet or larger. However, this would preclude a small commercial day care from operating within one of the existing commercial buildings on Magna Main Street. Another example is a requirement that Hotels contain at least 3 stories. Conversion of an existing 2-story building into hotel space would not be allowed under that standard. The ordinance also specifically exempts standards related to lot size, building height, street frontage, and building orientation for the re-use of an existing commercial structure. The proposed text goes on to specifically state that all other specific use standards still apply.

It is also worth noting that because the exemption is limited to the applicability of the use standards in 19.42, it does not apply to standards found elsewhere in the code, such as parking, landscaping, or signs; nor does it change the requirement that a land use be listed as a permitted or conditional use in the underlying zone in order to be approved.

ISSUES/CONCERNS

Issue: In many cases, new land uses are established at the time vacant ground is developed. It is evident that some of the specific use standards were written with that application type in mind. However, Magna has a number of existing non-residential buildings that do meet those standards and would therefore not be usable for those land uses.

Analysis:

In reviewing the code, it became apparent that by waiving those standards specific to lot size, configuration, building height, etc. but enforcing other key standards related to critical health, safety, and welfare concerns, the adaptive re-use of existing buildings can be accommodated without sacrificing the safety of the residents or the intent and purpose of the Magna City zoning ordinance.

GENERAL PLAN CONSIDERATIONS

Under “Future Land Use Considerations” for the Magna Main Street historic district, the Magna General Plan states, “The community has invested resources into improving the streetscape and encouraging preservation and reuse of the buildings.” (pg. 36)

Economic Sustainability is one of the key factors identified in the “Sustainability” section of the Magna General Plan. Page 92 of the general plan states, “As Magna moves towards full city status, a broad economic base will contribute to long-term fiscal stability. A broad economic base is a result of adding employment, retail and other tax generating uses to the City in a balanced proportion as new residents move in.” Accommodating a diversity of commercial uses in existing non-residential buildings will contribute towards establishing and maintaining this “broad economic base.”

APPLICABLE FACTORS FOR CONSIDERATION

Table 19.16.080 includes the following guidelines a planning commission and Council may consider in deciding zoning map and text amendments:

GUIDELINES FOR CONSIDERING ZONING TEXT AMENDMENTS
The proposed amendment is compatible with the Adopted General Plan.
The proposed amendment promotes the public health, safety and welfare.
The proposed amendment is compatible with the intent and general purposes of this Ordinance.
The proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.
The proposed amendment benefits the citizens of the Municipality as a whole.
The proposed amendment does not create a significant number of nonconformities.

PUBLIC INPUT

During the planning commission meeting of August 14, 2025, there were no public comments submitted in favor or opposition.

ANALYSIS AND RECOMMENDATION

Analysis and Summary:

In reviewing the various specific use standards in chapter 19.42, planning staff feels that differentiating standards that apply to new developments from those that apply to existing structures will better facilitate occupancy of existing buildings while mitigating negative impacts to the community through the application of the remaining specific use standards.

Recommendation:

The Magna City planning commission recommended approval of the proposed amendment.

OPTIONS:

As the legislative body for Magna City, the City Council has the following options:

1. **Approval:** The Council approves Ordinance number 2025-O-____ submitted under application OAM2025-001462 to amend Title 19 of the Magna City code.
2. **Approval with changes:** The Council approves Ordinance number 2025-O-____ submitted under application OAM2025-001462 to amend Title 19 of the Magna City code with the following amendment(s) to the text:
 - a.
 - b.
3. **Denial:** Having considered the Guidelines for Zoning Text Amendments contained in Chapter 19.16 of the Magna City zoning ordinance, the Council denies Ordinance number 2025-O-____ submitted under application OAM2025-001462 to amend Title 19 of the Magna City code.

ORDINANCE 2025-O-14

Ordinance No. 2025-O-14

Date: September 9, 2025

AN ORDINANCE OF THE MAGNA CITY COUNCIL TO CONSIDER AN ORDINANCE ADDING CHAPTER 19.38 TO TITLE 19 OF THE MAGNA MUNICIPAL CODE ESTABLISHING PUBLIC FACILITIES AND PUBLIC INSTITUTION ZONES

RECITALS

WHEREAS, Magna City is a municipality and has authority to adopt a land use regulation pursuant to Utah Code § 10-9a-501 in accordance with the Municipal Land Use, Development, and Management Act, Title 10, Section 9a, Utah Code; and

WHEREAS, the Council deems it necessary to amend its land use ordinances to add Chapter 19.38 in order to better reflect current land uses and provide appropriate zoning tools to guide future development, and for the protection and preservation of the public health, safety, and general welfare;

WHEREAS, the Magna City Planning Commission held a public hearing on August 14, 2025, to consider adding Chapter 19.38 to the Title 19 of the Magna Municipal Code establishing Public Facilities and Public Institutions Zones (the “Proposed Action”) in accordance with Utah Code §§ 10-9a-205 and 10-9a-502; and

WHEREAS, the Planning Commission has recommended that the Council adopt the proposed amendment.

BE IT ORDAINED BY THE MAGNA CITY COUNCIL as follows:

1. CHAPTER 19.38 Public Facilities and Institutions Zones is hereby adopted as set forth in Exhibit A.
2. Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.
3. Direction to Staff. Staff are authorized and directed to take such steps as may be needed: (a) for this ordinance to become effective under Utah law, including but not limited to compliance with the requirements of Utah Code § 10-3-711; and (b) to finalize and post the ordinance to Municode, including but not limited to making non-substantive edits to correct any scrivener’s, formatting, and numbering errors.

4. Effective Date. This Ordinance will take effect immediately pursuant to Utah Code § 10-3-712.

PASSED AND ADOPTED this 9th day of September, 2025.

MAGNA CITY COUNCIL

By: Eric Barney, Mayor

ATTEST

Diana Baun, Recorder

Voting:

Council Member Barney	voting ____
Council Member Hull	voting ____
Council Member Pierce	voting ____
Council Member Prokopis	voting ____
Council Member Sudbury	voting ____

(Complete as Applicable)

Date ordinance summary was posted to the Magna City website,
the Utah Public Notice website, and in a public place within Magna City
per Utah Code §10-3-711: _____

Effective date of ordinance: _____

**SUMMARY OF MAGNA CITY
ORDINANCE NO. 2025-O-14**

On September 9, 2025 the Magna City Council enacted Ordinance No. 2025-O-14 to add Chapter 19.38 to Title 19 of the Manga City Municipal Code to establish the Public Facilities and Public Institutions Zones.

By: Eric Barney, Mayor

ATTEST

Diana Baun, Recorder

Voting:

Council Member Barney	voting ____
Council Member Hull	voting ____
Council Member Pierce	voting ____
Council Member Prokopis	voting ____
Council Member Sudbury	voting ____

A complete copy of Ordinance No. 2025-O-14 is available in the office of the Magna City Recorder, 860 W. Levoy Dr., Suite 300, Taylorsville, UT 84123.

EXHIBIT A

CHAPTER 19.38 PUBLIC FACILITIES AND INSTITUTIONS ZONES

19.38.010 Purpose of Provisions

19.38.020 Scope

19.38.030 Schedule of Permitted Uses

19.38.040 Development Standards

19.38.050 Required Yards and Setbacks

19.38.060 Additional Standards

19.38.010 Purpose of Provisions

Public Facilities and Institutions Zones are established to provide public or quasi-public uses.

- A. Public Facilities Zone (PF): The purpose of the PF zone is to provide areas for facilities owned by public and quasi-public entities which utilize relatively large areas of land. This zone is intended to provide immediate recognition of such areas on the official zoning map.
- B. Public Institutions Zone (PI): The purpose of the PI zone is to provide areas for educational institutions, municipal uses, churches, and athletic facilities, whether publicly or privately owned, that host organized team sports. These uses utilize relatively large areas of land and are established for the health and betterment of the community at large. This zone is intended to provide immediate recognition of such areas on the official zoning map.

19.38.020 Scope

The provisions of this Chapter shall apply to any real property located in a PF or PI Zones as shown on the official zoning map. No building, structure or real property may be used, and no building or structure may be hereafter erected, structurally or substantially altered, or enlarged except as set forth in this Chapter. Such requirements shall not be construed to prohibit or limit other applicable provisions of this Title, this code, or other laws.

19.38.030 Schedule of Permitted Uses

- A. Schedule of Permitted Uses. The specific uses listed in the following schedule are permitted in the zones as indicated, subject to the general provisions, special conditions, additional restrictions, and exceptions set forth in this Title.
- B. Procedure for Multiple Uses (Combination of Uses). If a development proposal involves a combination of uses other than accessory uses as identified in Table 19.38.030, the more restrictive provisions of this Title shall apply. For example, if a portion of a development is subject to conditional use (“C”) approval and the other portion is subject only to permitted use (“P”) review, the entire development shall be reviewed and approved by the conditional use process.
- C. Abbreviations. The abbreviations used in the schedule mean:
1. P = Permitted Use. This use is allowed in the zone but may be subject to additional restrictions and approval processes as provided in this Title.
 2. C = Conditional Use. This use is conditional because of the unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent uses, incompatibility in some areas of the zone, or compatibility only if special provisions or conditions are required to mitigate the detrimental impacts of the use. The Planning Commission is the land use authority for uses with this designation.
 3. X = Prohibited Use. This use is prohibited in this zone. Any use not specifically identified in Table 19.38.030 is prohibited in this zone.

Table 19.38.030 – Uses Allowed in the PF and PI Zones.		
Use Categories	PF	PI
AGRICULTURAL:		
No Agricultural Uses are permitted in the PF or PI Zones.		
RESIDENTIAL USES:		
No Residential Uses are permitted in the PF or PI Zones.		
RETAIL AND SERVICES:		
Child Care	P	P
FOOD AND DRINK:		
See “Accessory Uses”		
RECREATIONAL:		

Commercial Recreation	P	P
Private, Non-Profit Recreational Grounds and Facilities	P	P
Reception Center	P	P
Recreation Facility - Private, Public, or Commercial	P	P
Theaters and Concert Halls, Indoor	C	C
LODGING:		
No Lodging Uses are permitted in the PF or PI Zones.		
INDUSTRIAL:		
No Industrial Uses are permitted in the PF or PI Zones.		
INSTITUTIONAL USES:		
Church, Synagogue, Mosque, Temple, Cathedral, or Other Religious Buildings	P	P
Cemetery	C	C
Community Garden	P	P
Micromobility Support Infrastructure	P	P
Private or Charter School	C	C
Public Parks	P	P
Public Service Training Facility	P	X
Public School	P	P
Public Use	P	P
Public Utility, Major	P	X
Public Utility, Minor	P	P
Sewage Treatment Facility	P	X

Solar Energy System, Accessory	P	P
Water Pumping Plant and Reservoir	P	X
Water Treatment Facility	P	X
Wind Energy System, Accessory	P	P
Wireless Telecommunication Facility	P	P
PLANNED UNIT DEVELOPMENTS:		
No Planned Unit Development Uses are permitted in the PF or PI Zones.		
SPECIALTY:		
Park and Ride	P	P
ACCESSORY USES:		
Sidewalk Displays and Cafes	P	P
Food Truck / Mobile Restaurant / Food Cart	P	P
Food Courts / Outdoor Vendors	P	P
Mobile Store	P	P
Recreational Areas and Facilities	P	P
Solar Energy Systems	P	P
Swimming Pools and Hot Tubs	P	P
Office - General, related to primary use	P	P
Temporary Uses, subject to 19.44.	P	P

19.38.040 Development Standards

Any development in the PF and PI Zones shall comply with the development standards of Table 19.38.040 and all other applicable standards in this Title.

Table 19.38.040: Development Standards.		
Standard	PF	PI
Minimum Lot Size, in square feet (sq. ft.) ^A	NA	
Minimum Frontage, in feet (ft.)	NA	
Minimum Lot Width, in feet (ft.)		
Maximum Lot Coverage of Primary and Accessory structures Combined, in square feet (sq.ft.)	NA	
Maximum Height, Primary buildings (in feet) ^B	50'	40'
Maximum Height, Accessory structures (in feet)	20'	

- A. Multiple parcels that are part of the same public facility “campus” may be combined in calculating the lot area.
- B. Public or Quasi-Public Buildings may be allowed additional height at a ratio of one (1) additional foot for every five (5) feet of additional setback above the minimum from the nearest adjoining residential use. In no case may the building height exceed sixty-five feet (65’).

19.38.050 Required Yards and Setbacks

Any development in the PF or PI Zones shall comply with the yard and setback standards matching the adjacent zoning and all their applicable standards found in their Titles.

19.38.060 Additional Standards

It is the responsibility of the applicant to comply with all other standards of Title 19 and all other municipal ordinances.



Magna City Council Staff Report

Meeting Body: Magna City Council

Meeting Date: August 26th, 2025

File Number & Project Type:
OAM2025-001454 – a proposed amendment adding Chapter 19.38 to Title 19 establishing Public Facilities (PF) and Public Institutions Zones (PI).

Planner: Bianca Paulino Long Range Planner, Daniele Benigni Long Range Planner

Applicability: Citywide

Key Findings:

- There are properties with existing public facility or public institution uses that are not zoned appropriately to reflect their current use.
- The proposed amendment would provide the City greater oversight over land use decisions.

Staff Recommendation:

The MSD Planning Staff recommend that the Magna City Council adopt the attached ordinance.

Exhibits:

A.

PROJECT DESCRIPTION

The proposed ordinance amendment would add Chapter 19.38 to Title 19 of the Magna City municipal code establishing Public Facilities (PF) and Public Institutions (PI) zones. The purpose of this ordinance is to align existing land uses with appropriate zoning designations and provide the City with greater oversight regarding land use decisions if properties zoned as PF or PI are proposed for sale or redevelopment.

BACKGROUND/ISSUES TO CONSIDER

There are existing public facility and public institution land uses in Magna City that are not consistent with the purpose of their current zoning designations. For example, religious institutions such as churches are allowed in single-family residential zones. The purpose of single-family residential zones is to “establish primarily single-family neighborhoods”. There is a disconnect between the institutional permitted use, and typically the structure that houses the institutional use, and the predominant single-family structure and use.

This disconnect is tenable in most cases with the existing institutional use becoming part of the fabric of the neighborhood, but as these existing uses change, it is important for the City to have greater oversight and decision-making authority over future land uses. This is particularly important when a property may be rezoned or proposed for a different use than its current one.

This proposed amendment would create the Public Facilities (PF) and Public Institutions (PI) zones as part of the zoning ordinance. Planning Staff will then return to the

Planning Commission at a future date with a rezone proposal for specific properties whose current zoning does not align with existing land uses and that are more appropriately classified under the Public Facilities (PF) or Public Institutions (PI) zone definitions.

ANALYSIS

There are properties in Magna City that are currently used for public facilities or public institution purposes but are not zoned to reflect those uses. To address this issue, the proposed ordinance establishes the Public Facilities (PF) and Public Institutions (PI) zones, providing zoning designations that better align with existing uses and ensure a consistent regulatory framework.

The creation of the Public Facilities (PF) and Public Institutions (PI) zones also gives the City greater oversight if public facilities or public institution properties are proposed for sale, redevelopment, or rezoning. By adding Chapter 19.38 to the land use ordinance, the City gains the zoning tools needed to guide future development in a way that supports long-term planning and City goals.

GENERAL PLAN CONSIDERATIONS

This amendment supports the Magna General Plan (adopted March 23, 2021). It aligns with the following goals from the Land Use and Neighborhoods chapter:

-Goal: Review the current zoning designations and requirements to ensure that zoning provisions are consistent with the intent of the General Plan.

-Goal: Increase parks, trails, recreation, and open space opportunities to support healthy and active lifestyles for residents.

(Magna General Plan, 2021, Land Use and Neighborhoods section, p. 38)

APPLICABLE FACTORS FOR CONSIDERATION

Table 19.16.080 includes the following guidelines the Planning Commission and City Council may consider in deciding zoning map and text amendments:

GUIDELINES FOR CONSIDERING ZONING TEXT AMENDMENTS
The proposed amendment is compatible with the Adopted General Plan.
The proposed amendment promotes the public health, safety and welfare.

The proposed amendment is compatible with the intent and general purposes of this Ordinance.
The proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.
The proposed amendment benefits the citizens of the Municipality as a whole.
The proposed amendment does not create a significant number of nonconformities.

PUBLIC INPUT

Planning Staff has not received any comments from the public as of the completion of this staff report.

MAGNA CITY COUNCIL OPTIONS:

As a decisioning body for zoning map amendments and text changes, the Magna City Council has the following options:

1. **Approval:** The Magna City Council recommends approval of application OAM2025-001454 to amend Title 19 of the Magna City code.
2. **Approval with changes:** The Magna City Council recommends approval of application OAM2025-001454 to amend Title 19 of the Magna City code with the following changes:
3. **Denial:** Having considered the Guidelines for Zoning Text Amendments contained in Chapter 19.16 of the Magna City zoning ordinance, the Magna City Council recommends denial of application OAM2025-001454 to amend Title 19 of the Magna City code.

STAFF RECOMMENDATION

Staff find that:

1. There are properties with existing public facility or public institution uses that are not zoned appropriately to reflect their current use.
2. The Public Facilities (PF) and Public Institutions (PI) zones would provide the City greater oversight over land use decisions if properties zoned as PF and PI were to be sold, redeveloped, or rezoned.

3. Planning Staff will return to the Planning Commission at a later date with a proposal to rezone applicable properties to the Public Facilities (PF) or Public Institutions (PI) zones.

Given the above findings, staff recommend the following action:

The Planning Staff recommend that the Magna City Council approve the attached ordinance.



Ordinance Amendment – Title 19 Public Facilities & Public Institutions Zones

OAM2025-001454
Magna City Council
August 26th, 2025
Planner: Bianca Paulino & Daniele Benigni





Purpose

To align existing land uses with appropriate zoning designations and provide the City with greater oversight regarding land use decisions.

Land Use and Neighborhoods section (p.38) of the Magna General Plan...

- ❖ Goal: "Review the current zoning designations and requirements to ensure that zoning provisions are consistent with the intent of the General Plan"
- ❖ Goal: "Increase parks, trails, recreation, and open space opportunities to support healthy and active lifestyles for residents"

Suggested Amendments



- 1. Add Chapter 19.38 to Title 19 of the Magna City Municipal Code, establishing Public Facilities (PF) and Public Institutions (PI) zones.**



Staff Findings



Staff finds that the ordinance amendment:

1. Supports the vision of the Magna General Plan;
2. Maintains conformity with Utah State Code; and
3. Adds Chapter 19.38 to Title 19 of the Magna City municipal code and establishes Public Facilities (PF) and Public Institutions (PI) zones.





Council adopt the proposed amendment, to add Chapter 19.38 to Title 19 of the Magna City municipal code establishing Public Facilities (PF) and Public Institutions (PI) zones.



ORDINANCE 2025-O-13

Ordinance No.2025-O-13

Date: September 9, 2025

AN ORDINANCE OF THE MAGNA CITY COUNCIL AMENDING THE ZONING MAP TO CHANGE THE ZONE OF PROPERTY AT 7372 W 2820 SOUTH FROM A-1 AGRICULTURAL TO R-1-8 RESIDENTIAL.

RECITALS

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

WHEREAS, Magna City has authority to adopt zoning ordinances, including a zoning map pursuant to Utah Code Ann. § 10-9a-501 in accordance with the Municipal Land Use, Development, and Management Act, (“MLUDMA”), Title 10, Section 9a, Utah Code, to establish zones within the metro township; and

WHEREAS, the Magna City Council deems it necessary to amend its zoning map in order to promote the residential development of the property at 7372 W 2820 South by changing the zone from the A-1 Agricultural zone to the R-1-8 Residential zone; and

WHEREAS, the Planning Commission has recommended that the Council [yet to be decided].

BE IT ORDAINED BY THE MAGNA CITY COUNCIL as follows:

1. Section 19.14.020, The Zoning Map of Magna City is hereby amended as follows:

The property described in application REZ2025-001428 filed by Amy Cosby, and located at 7372 W 2820 South, within Magna City, is hereby reclassified from the A-1 Agricultural zone to the R-1-8 Residential zone, said property being described as follows:

Parcel #: 14-28-229-013-0000

Legal Description: Lot 2, Hulse Subdivision

2. The official zoning map kept on file with the Planning and Development Services Division of the Municipal Services District of Greater Salt Lake shall be changed to reflect this ordinance.

3. Effective Date. This Ordinance will take effect immediately pursuant to Utah Code § 10-3-712.

PASSED AND ADOPTED this 9th day of September 2025.

MAGNA CITY COUNCIL

By: Eric Barney, Mayor

ATTEST

Diana Baun, Recorder

Voting:

Council Member Barney voting _____

Council Member Hull voting _____

Council Member Pierce voting _____

Council Member Prokopis voting _____

Council Member Sudbury voting _____



Zone Change Staff Report

Meeting Body:

Magna City Council

Meeting Date:

August 26, 2025

File Number & Project Type:

REZ2025-01428 Rezone

Current Zone: A-1 Agricultural

Proposed Zone: R-1-8

Address:

7372 W 2820 S

Planner:

Gordon Bennett, Planner I

Applicant: Amy Cosby

Key Findings:

- Magna 2021 General Plan would consider the area of the parcel to be primarily residential.

Staff Recommendation:

Approval of rezone from A-1 to R-1-8.

Exhibits:

- | | |
|------------------------|--------|
| A. Applicant Narrative | Rezone |
|------------------------|--------|

DESCRIPTION

The applicant, Amy Cosby, is looking to rezone the parcel at 7372 W 2820 S from an A-1 Agricultural Zone to an R-1-8 Single-family Residential Zone. The purpose of the rezone would be to allow for an infill subdivision to provide single-family housing that reflects the layout and character of the surrounding area, which is primarily made up of single-family housing.

SITE & VICINITY DESCRIPTION

Surrounding Zoning and Use	
North	A-1
South	A-1
East	A-1
West	A-1
Known Overlays/Site Constraints	
N/A	

The parcel of the proposed rezone, shown in the red outline in the aerial view below, is located off 2820 S, a major arterial road in Magna.



GENERAL PLAN CONSIDERATIONS

According to the 2021 Magna General Plan, the parcel is located in the Northeast Neighborhoods Area of Magna, and that area is primarily distinguished as residential use as stated in page 28. On page 29, the plan states, “The Northeast Neighborhoods Area has approximately 79 acres of vacant or underutilized land appropriate for residential development.” Under Future Land Use Considerations, the plan states, “There are several parcels or groups of parcels that are appropriate for medium- to higher density housing.” The proposed R-1-8 zone would allow development of the property for single-family homes in a density pattern similar to adjoining properties.

APPLICABLE FACTORS FOR CONSIDERATION

Table 19.16.080 includes the following guidelines a planning commission and/or Council may consider in deciding zoning map and text amendments:

GUIDELINES FOR CONSIDERING ZONING MAP AMENDMENTS
1. The proposed amendment is compatible with the Adopted General Plan.
2. The proposed amendment promotes the public health, safety and welfare.
3. The proposed amendment is a more suitable zoning classification for the property than the current classification.
4. The proposed amendment is compatible with the intent and general purposes of this Ordinance.
5. The proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.
6. The proposed amendment benefits the citizens of the Municipality as a whole.
7. The proposed amendment does not create a significant number of nonconformities.
8. The proposed amendment is compatible with the trend of development, if any, in the general area of the property in question.

SUMMARY AND RECOMMENDATION

Summary of issues:

The purpose of the applicant’s request to rezone the parcel from an A-1 Zone to an R-1-8 Zone is that as of December 10th, 2024, the A-1 Zone requires a minimum lot size of 1 acre. Prior to the adoption of this ordinance, the minimum lot size of an A-1 Zone was 10,000 square feet, with a minimum lot width of 65 feet. Chapter 19.26 of Magna Code defines an A-1 Zone as an Agricultural Zone that promotes the development of residential in association with small agricultural uses like gardens, pastures, horses, and other animals for family food production. The surrounding subdivisions are all currently zoned A-1 but

were subdivided and developed prior to the adoption of this latest lot size legislation. Given the existing land uses and lot sizes in the area, Long Range Planning staff may eventually initiate an area-wide rezone to replace the existing A-1 zoning with residential zone(s) that more closely represent existing conditions. Chapter 19.28 of Magna Code defines the R-1-8 Zone as a single-family residential zone with a minimum lot size of 8,000 square feet, with minimum lot width of 65 feet. Based on the width and configuration of the parcel, the applicant plans to subdivide into 10,000 square-foot lots. However, the minimum lot width and setback requirements of the R-1-8 zone will allow the flexibility to work with the property to create a subdivision in harmony with the surrounding community. At a future date, a subdivision plat will come before the planning commission for review and approval.

MAGNA PLANNING COMMISSION RECOMMENDATION:

On Thursday, August 14th, 2025, the Magna Planning Commission recommended approval of rezoning the parcel at 7372 W 2820 S from and A-1 to R-1-8 Zone.

ATTACHMENTS

Exhibit A:

Proposal Narrative - Wade Manor Subdivision

The applicant is requesting a rezoning of 2.47 acres of currently undeveloped land located in Magna, Utah, from AG-1 to R-1-8. The intent is to develop a residential subdivision known as Wade Manor, which will consist of single-family homes designed to meet local housing needs and reflect the character of the surrounding neighborhoods.

The property is currently vacant with no structures or active land use. The proposed rezoning will support orderly residential growth and is consistent with surrounding land uses and Magna City's forecast to rezone for single family homes. Site plans have been prepared and submitted for review. The proposed development will include appropriate access, utilities, and subdivision design in accordance with local requirements.

Greater Salt Lake Municipal Services District

Standard Financial Report

60 Magna City - 07/01/2025 to 07/31/2025

8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	(64,771.39)	573,515.14
10110 Cash - Xpress Bill Pay	41,178.53	43,601.82
10200 Cash - PTIF	862,991.94	1,490,854.46
10401 Zions Credit Card	(1,198.50)	(3,950.76)
10750 Undeposited Receipts	0.82	0.75
Total Cash and cash equivalents	838,201.40	2,104,021.41
Receivables		
11530 Accounts Rec. -	3,692.00	3,692.00
12500 Due From Other Gov.	2,069,348.21	1,976,015.21
12550 Due from Other Funds	27,590.10	0.00
Total Receivables	2,100,630.31	1,979,707.21
Total Current Assets	2,938,831.71	4,083,728.62
Non-Current Assets		
Restricted assets		
10102 Cash - Zions Bond Escrow	953,156.80	938,644.15
Total Restricted assets	953,156.80	938,644.15
Total Non-Current Assets	953,156.80	938,644.15
Total Assets:	3,891,988.51	5,022,372.77
Liabilites and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	13,323.45	52,937.62
23450 Performance Bonds Payable	953,056.80	938,544.15
Total Current liabilities	966,380.25	991,481.77
Total Liabilities:	966,380.25	991,481.77
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	2,075,108.26	3,180,391.00
29010 Net Assets - Restricted Capital Fund	68,000.00	68,000.00
29561 Net Assets - Restricted Corridor Preservation	782,500.00	782,500.00
Total Equity - Fund Balance	2,925,608.26	4,030,891.00
Total Liabilites and Fund Equity:	3,891,988.51	5,022,372.77
Total Net Position	0.00	0.00

Greater Salt Lake Municipal Services District

Standard Financial Report

60 Magna City - 07/01/2025 to 07/31/2025

8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Taxes					
Sales taxes					
3100.300 Sales Tax	6,484,290.71	500,000.00	6,050,000.00	5,550,000.00	8.26%
Total Sales taxes	6,484,290.71	500,000.00	6,050,000.00	5,550,000.00	8.26%
SB 136 Sales Tax					
3100.350 SB 136 Sales Tax	565,053.79	50,000.00	525,000.00	475,000.00	9.52%
Total SB 136 Sales Tax	565,053.79	50,000.00	525,000.00	475,000.00	9.52%
Total Taxes	7,049,344.50	550,000.00	6,575,000.00	6,025,000.00	8.37%
Intergovernmental revenue					
B&C Road Fund Allotment					
3100.560 B&C Road Fund Allotment	1,415,198.03	0.00	1,250,000.00	1,250,000.00	0.00%
3100.561 HB244 Corridor Preservation Funds	225,000.00	0.00	0.00	0.00	0.00%
Total B&C Road Fund Allotment	1,640,198.03	0.00	1,250,000.00	1,250,000.00	0.00%
CARES Act					
3100.322 ARPA Funding	0.00	0.00	1,823,902.00	1,823,902.00	0.00%
Total CARES Act	0.00	0.00	1,823,902.00	1,823,902.00	0.00%
Total Intergovernmental revenue	1,640,198.03	0.00	3,073,902.00	3,073,902.00	0.00%
Licenses and permits					
Business licenses					
3100.130 Business Licenses	72,829.84	3,590.00	50,000.00	46,410.00	7.18%
Total Business licenses	72,829.84	3,590.00	50,000.00	46,410.00	7.18%
Building permits					
3100.260 Building Permit	880,337.64	25,397.39	1,525,000.00	1,499,602.61	1.67%
Total Building permits	880,337.64	25,397.39	1,525,000.00	1,499,602.61	1.67%
Other license and permits					
3100.250 Dog Licenses	0.00	0.00	500.00	500.00	0.00%
3100.261 Other Permits	0.00	0.00	20,000.00	20,000.00	0.00%
3100.262 Plumbing, Electric Permits	0.00	0.00	500.00	500.00	0.00%
3100.263 Sewer and Water Permits	0.00	0.00	5,000.00	5,000.00	0.00%
3100.264 Zoning-Land Use Permit	200.00	100.00	7,500.00	7,400.00	1.33%
Total Other license and permits	200.00	100.00	33,500.00	33,400.00	0.30%
Total Licenses and permits	953,367.48	29,087.39	1,608,500.00	1,579,412.61	1.81%
Charges for services					
Charges other					
3100.420 Engineering Services	59,901.75	3,405.00	50,000.00	46,595.00	6.81%
3100.450 Planning Services	175,331.86	0.00	500,000.00	500,000.00	0.00%
Total Charges other	235,233.61	3,405.00	550,000.00	546,595.00	0.62%
Total Charges for services	235,233.61	3,405.00	550,000.00	546,595.00	0.62%
Fines and forfeitures					
Code enforcement fines and fees					
3100.240 Code Enforcement Fines and Fees	6,362.75	490.43	5,000.00	4,509.57	9.81%
Total Code enforcement fines and fees	6,362.75	490.43	5,000.00	4,509.57	9.81%
Justice court fines/forfeitures					
3100.500 Justice Court Fines/Forfeitures	228,937.75	0.00	55,000.00	55,000.00	0.00%
Total Justice court fines/forfeitures	228,937.75	0.00	55,000.00	55,000.00	0.00%
Total Fines and forfeitures	235,300.50	490.43	60,000.00	59,509.57	0.82%
Interest					
3600.100 Interest Earnings	63,828.67	3,250.08	85,000.00	81,749.92	3.82%
Total Interest	63,828.67	3,250.08	85,000.00	81,749.92	3.82%
Miscellaneous revenue					
Miscellaneous other					
3600.900 Other Revenue	6.47	0.00	10,000.00	10,000.00	0.00%
3600.901 Magna 4th of July Event	0.00	0.00	1,000.00	1,000.00	0.00%
Total Miscellaneous other	6.47	0.00	11,000.00	11,000.00	0.00%
Total Miscellaneous revenue	6.47	0.00	11,000.00	11,000.00	0.00%
Contributions and transfers					

Greater Salt Lake Municipal Services District

Standard Financial Report

60 Magna City - 07/01/2025 to 07/31/2025

8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
3800.100 Contribution from GF	1,060,009.00	1,281,873.00	1,281,873.00	0.00	100.00%
Total Contributions and transfers	1,060,009.00	1,281,873.00	1,281,873.00	0.00	100.00%
Total Revenue:	11,237,288.26	1,868,105.90	13,245,275.00	11,377,169.10	14.10%
Expenditures:					
Administration					
4100.100 Wages	276,827.48	17,387.04	443,800.00	426,412.96	3.92%
4100.130 Employee Benefits	481.49	29.26	140,780.00	140,750.74	0.02%
4100.150 Social Security Tax	16,150.91	1,064.85	0.00	(1,064.85)	0.00%
4100.160 Medicare	3,959.31	249.04	0.00	(249.04)	0.00%
4100.175 LTD	720.93	29.11	0.00	(29.11)	0.00%
4100.180 Medical Insurance	25,528.38	1,368.82	0.00	(1,368.82)	0.00%
4100.181 Retirement Contribution	31,881.95	13,178.49	0.00	(13,178.49)	0.00%
4100.200 Awards, Promotional & Meals	1,078.75	85.09	2,000.00	1,914.91	4.25%
4100.210 Subscriptions/Memberships	4,355.00	17,317.70	27,830.00	10,512.30	62.23%
4100.220 Printing/Publications/Advertising	559.93	90.00	4,000.00	3,910.00	2.25%
4100.230 Travel/Mileage	1,627.54	0.00	2,500.00	2,500.00	0.00%
4100.240 Office Expense and Supplies	772.24	52.13	14,750.00	14,697.87	0.35%
4100.255 Computer Equip/software	4,600.00	0.00	7,500.00	7,500.00	0.00%
4100.280 Cell phone and Telephone	3,912.09	312.70	0.00	(312.70)	0.00%
4100.310 Attorney-Civil	54,407.50	4,007.50	90,000.00	85,992.50	4.45%
4100.312 Lobbyist Services	32,000.00	6,000.00	0.00	(6,000.00)	0.00%
4100.320 Attorney-Land use	0.00	0.00	35,000.00	35,000.00	0.00%
4100.330 Training and Seminars	1,271.32	0.00	5,000.00	5,000.00	0.00%
4100.360 Web Page Development/Maintenance	11,166.82	0.00	9,745.00	9,745.00	0.00%
4100.370 Software/Streaming	25,490.11	1,126.00	17,500.00	16,374.00	6.43%
4100.390 Payroll Processing Fees	504.00	0.00	1,100.00	1,100.00	0.00%
4100.410 Communications	329.04	0.00	10,000.00	10,000.00	0.00%
4100.420 Contributions/Special Events	35,700.00	0.00	110,000.00	110,000.00	0.00%
4100.421 Magna 4th of July celebration	35,597.30	71,115.78	85,700.00	14,584.22	82.98%
4100.470 Credit card and Bank Expenses	325.21	0.00	0.00	0.00	0.00%
4100.510 Insurance	21,104.48	26,963.45	26,000.00	(963.45)	103.71%
4100.520 Workers Comp Insurance	130.01	3,475.14	3,750.00	274.86	92.67%
4100.590 Postage	11,347.28	2,522.94	10,000.00	7,477.06	25.23%
4100.600 Professional and Technical	19,058.38	1,193.76	112,000.00	110,806.24	1.07%
4100.635 Election Support Services	0.00	3,000.00	82,918.00	79,918.00	3.62%
4100.640 Grant Related	4,500.00	0.00	0.00	0.00	0.00%
4100.860 Code Enforcement Mitigation	9,031.47	4,850.98	0.00	(4,850.98)	0.00%
4100.870 Webster Center	9,375.72	1,170.48	0.00	(1,170.48)	0.00%
4100.871 Utilities	3,370.89	0.00	40,000.00	40,000.00	0.00%
4100.880 Non-Classified Expenses	5,621.00	0.00	0.00	0.00	0.00%
Total Administration	652,786.53	176,590.26	1,281,873.00	1,105,282.74	13.78%
COVID Related Expenses					
4100.243 ARPA Act Expense and Supplies	0.00	0.00	1,823,902.00	1,823,902.00	0.00%
Total COVID Related Expenses	0.00	0.00	1,823,902.00	1,823,902.00	0.00%
Transfers					
4100.928 Contribution to General Fund	9,651,371.52	586,232.90	9,759,246.00	9,173,013.10	6.01%
4100.930 Contribution to Capital Fund	0.00	0.00	380,254.00	380,254.00	0.00%
4100.932 Contribution to Magna Restricted Capital F	225,000.00	0.00	0.00	0.00	0.00%
48450.001 Operational Transfers out	4,297.34	0.00	0.00	0.00	0.00%
Total Transfers	9,880,668.86	586,232.90	10,139,500.00	9,553,267.10	5.78%
Total Expenditures:	10,533,455.39	762,823.16	13,245,275.00	12,482,451.84	5.76%
Total Change In Net Position	703,832.87	1,105,282.74	0.00	(1,105,282.74)	0.00%

Greater Salt Lake Municipal Services District
Standard Financial Report
61 Pleasant Green Cemetery Fund - 07/01/2025 to 07/31/2025
8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	114,322.42	109,301.37
10750 Undeposited Receipts	0.02	0.02
Total Cash and cash equivalents	114,322.44	109,301.39
Total Current Assets	114,322.44	109,301.39
Total Assets:	114,322.44	109,301.39
Liabilites and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	9,242.00	5,252.00
Total Current liabilities	9,242.00	5,252.00
Total Liabilities:	9,242.00	5,252.00
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	105,080.44	104,049.39
Total Equity - Fund Balance	105,080.44	104,049.39
Total Liabilites and Fund Equity:	114,322.44	109,301.39
Total Net Position	0.00	0.00

Greater Salt Lake Municipal Services District
Standard Financial Report
61 Pleasant Green Cemetery Fund - 07/01/2025 to 07/31/2025
8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Charges for services					
Charges other					
3600.200 Sale of Lots	37,288.70	0.00	25,000.00	25,000.00	0.00%
3600.300 Grave Opening revenues	11,379.40	2,050.00	10,000.00	7,950.00	20.50%
Total Charges other	48,668.10	2,050.00	35,000.00	32,950.00	5.86%
Total Charges for services	48,668.10	2,050.00	35,000.00	32,950.00	5.86%
Miscellaneous revenue					
Miscellaneous other					
3600.400 Other Cemetery revenues	5,123.05	2,170.95	5,000.00	2,829.05	43.42%
3600.900 Other Revenues	3,521.65	0.00	0.00	0.00	0.00%
Total Miscellaneous other	8,644.70	2,170.95	5,000.00	2,829.05	43.42%
Total Miscellaneous revenue	8,644.70	2,170.95	5,000.00	2,829.05	43.42%
Contributions and transfers					
3800.100 Transfer In	0.00	0.00	40,000.00	40,000.00	0.00%
Total Contributions and transfers	0.00	0.00	40,000.00	40,000.00	0.00%
Total Revenue:	57,312.80	4,220.95	80,000.00	75,779.05	5.28%
Expenditures:					
Administration					
4100.100 Grave opening expenses	11,275.00	550.00	1,000.00	450.00	55.00%
4100.155 Cremation expenses	5,900.00	0.00	1,500.00	1,500.00	0.00%
4100.240 Office Expense and Supplies	548.54	0.00	0.00	0.00	0.00%
4100.255 Computer Equip/software	139.40	0.00	2,500.00	2,500.00	0.00%
4100.600 Professional and Technical	58,469.00	4,702.00	75,000.00	70,298.00	6.27%
4100.910 Property Tax	7,535.82	0.00	0.00	0.00	0.00%
Total Administration	83,867.76	5,252.00	80,000.00	74,748.00	6.57%
Total Expenditures:	83,867.76	5,252.00	80,000.00	74,748.00	6.57%
Total Change In Net Position	(26,554.96)	(1,031.05)	0.00	1,031.05	0.00%

Greater Salt Lake Municipal Services District
Standard Financial Report
62 Magna Communities that Care - 07/01/2025 to 07/31/2025
8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	85,668.12	(106,301.42)
10401 Zions Credit Card	(0.54)	(0.54)
Total Cash and cash equivalents	85,667.58	(106,301.96)
Receivables		
12500 Due From Other Gov.	124,511.90	124,511.90
Total Receivables	124,511.90	124,511.90
Total Current Assets	210,179.48	18,209.94
Total Assets:	210,179.48	18,209.94
Liabilites and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	181,705.50	2,521.00
Total Current liabilities	181,705.50	2,521.00
Total Liabilities:	181,705.50	2,521.00
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	28,473.98	15,688.94
Total Equity - Fund Balance	28,473.98	15,688.94
Total Liabilites and Fund Equity:	210,179.48	18,209.94
Total Net Position	0.00	0.00

Greater Salt Lake Municipal Services District
Standard Financial Report
62 Magna Communities that Care - 07/01/2025 to 07/31/2025
8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Intergovernmental revenue					
Intergovernmental Other					
3100.320 Grants - Substance Use Disorder Grant	110,000.02	0.00	125,000.00	125,000.00	0.00%
3100.321 Grants - Safety & Success	339,984.86	0.00	500,000.00	500,000.00	0.00%
3100.322 Grants - Youth Court	385.89	23.97	0.00	(23.97)	0.00%
3100.323 Grants - Youth Advocacy Grant Initiative P	41,500.00	0.00	0.00	0.00	0.00%
Total Intergovernmental Other	491,870.77	23.97	625,000.00	624,976.03	0.00%
State liquor fund					
3100.580 State Liquor Fund Allotment	56,161.55	0.00	25,000.00	25,000.00	0.00%
Total State liquor fund	56,161.55	0.00	25,000.00	25,000.00	0.00%
Total Intergovernmental revenue	548,032.32	23.97	650,000.00	649,976.03	0.00%
Miscellaneous revenue					
Miscellaneous other					
3600.900 Other Revenue	0.00	0.00	25,000.00	25,000.00	0.00%
Total Miscellaneous other	0.00	0.00	25,000.00	25,000.00	0.00%
Total Miscellaneous revenue	0.00	0.00	25,000.00	25,000.00	0.00%
Total Revenue:	548,032.32	23.97	675,000.00	674,976.03	0.00%
Expenditures:					
Administration					
4100.100 CTC Coordinator - Wages	59,960.92	3,317.01	65,000.00	61,682.99	5.10%
4100.130 CTC Coordinator - Employee Benefits	271.01	17.54	30,000.00	29,982.46	0.06%
4100.150 CTC Coordinator - Social Security Tax	3,507.89	192.43	0.00	(192.43)	0.00%
4100.160 CTC Coordinator - Medicare	820.39	45.01	0.00	(45.01)	0.00%
4100.175 CTC Coordinator - LTD	231.08	9.62	0.00	(9.62)	0.00%
4100.180 CTC Coordinator - Medical Insurance	9,193.02	489.08	0.00	(489.08)	0.00%
4100.181 CTC Coordinator - Retirement Contribution	9,129.43	470.96	0.00	(470.96)	0.00%
4100.190 FUTA	12.89	0.00	0.00	0.00	0.00%
4100.200 CTC - Awards, Promotional & Meals	3,504.61	413.53	0.00	(413.53)	0.00%
4100.230 CTC - Travel/Mileage	72,667.44	2,573.89	0.00	(2,573.89)	0.00%
4100.240 CTC - Office Expense and Supplies	2,732.06	79.00	0.00	(79.00)	0.00%
4100.600 CTC - Contractors	7,108.31	1,760.00	0.00	(1,760.00)	0.00%
4100.601 CTC - Programs (Afterschool Program Sup	4,558.57	988.54	0.00	(988.54)	0.00%
4100.603 CTC - Communications and PR	959.07	0.00	0.00	0.00	0.00%
4100.604 CTC - Events	7,659.57	0.00	0.00	0.00	0.00%
4100.605 CTC - Youth Coalition	17,371.09	0.00	0.00	0.00	0.00%
4100.607 CTC - Sponsorships	14,032.44	0.00	0.00	0.00	0.00%
4100.610 Safety & Success - Travel	0.00	1,231.40	0.00	(1,231.40)	0.00%
4100.611 Safety & Success - Subawards	371,117.53	0.00	500,000.00	500,000.00	0.00%
4100.613 Safety & Success - Youth Court	2,809.35	0.00	10,000.00	10,000.00	0.00%
4100.614 Safety & Success - Other Expenses	5,427.31	0.00	15,000.00	15,000.00	0.00%
4100.615 Safety & Success - Contractors	13,026.27	1,221.00	30,000.00	28,779.00	4.07%
4100.850 Beer Funds	0.00	0.00	25,000.00	25,000.00	0.00%
Total Administration	606,100.25	12,809.01	675,000.00	662,190.99	1.90%
Total Expenditures:	606,100.25	12,809.01	675,000.00	662,190.99	1.90%
Total Change In Net Position	(58,067.93)	(12,785.04)	0.00	12,785.04	0.00%

Greater Salt Lake Municipal Services District
Standard Financial Report
64 Magna Community Reinvestment Agency - 07/01/2025 to 07/31/2025
8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	1,312.00	(27,590.10)
10200 Cash - PTIF	0.00	2,511,729.00
Total Cash and cash equivalents	1,312.00	2,484,138.90
Total Current Assets	1,312.00	2,484,138.90
Total Assets:	1,312.00	2,484,138.90
Liabilites and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	1,312.00	2,645.38
24000 Due to Other Funds	27,590.10	0.00
Total Current liabilities	28,902.10	2,645.38
Total Liabilities:	28,902.10	2,645.38
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	(27,590.10)	2,481,493.52
Total Equity - Fund Balance	(27,590.10)	2,481,493.52
Total Liabilites and Fund Equity:	1,312.00	2,484,138.90
Total Net Position	0.00	0.00

Greater Salt Lake Municipal Services District
Standard Financial Report
64 Magna Community Reinvestment Agency - 07/01/2025 to 07/31/2025
8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Taxes					
MET Taxes					
3100.100 General CRA funds	0.00	0.00	25,000.00	25,000.00	0.00%
3100.101 Magna Main	0.00	1,546,784.00	0.00	(1,546,784.00)	0.00%
3100.102 Housing	0.00	726,931.00	0.00	(726,931.00)	0.00%
3100.103 Arbor Park	0.00	238,014.00	0.00	(238,014.00)	0.00%
Total MET Taxes	0.00	2,511,729.00	25,000.00	(2,486,729.00)	10,046.92%
Total Taxes	0.00	2,511,729.00	25,000.00	(2,486,729.00)	10,046.92%
Total Revenue:	0.00	2,511,729.00	25,000.00	(2,486,729.00)	10,046.92%
Expenditures:					
Administration					
4100.310.000 General - Attorney-Civil	21,532.10	1,216.00	0.00	(1,216.00)	0.00%
4100.310.003 Arbor Park - Attorney-Civil	3,308.00	96.00	0.00	(96.00)	0.00%
4100.600 General - Professional and Technical	2,750.00	0.00	0.00	0.00	0.00%
Total Administration	27,590.10	1,312.00	0.00	(1,312.00)	0.00%
Contracted Services					
Parks maintenance					
4110.866.09 Magna Main - Mantle - Park Maintenanc	0.00	912.18	0.00	(912.18)	0.00%
4110.866.10 Magna Main - Minis - Park Maintenanc	0.00	421.20	0.00	(421.20)	0.00%
Total Parks maintenance	0.00	1,333.38	0.00	(1,333.38)	0.00%
Total Contracted Services	0.00	1,333.38	0.00	(1,333.38)	0.00%
Total Expenditures:	27,590.10	2,645.38	0.00	(2,645.38)	0.00%
Total Change In Net Position	(27,590.10)	2,509,083.62	25,000.00	(2,484,083.62)	10,036.33%

Greater Salt Lake Municipal Services District
Standard Financial Report
65 Magna Council Designated Fund - 07/01/2025 to 07/31/2025
8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	322,444.98	429,799.79
10101 Cash - Zions CARES	4,297.34	4,297.34
10200 Cash - PTIF	525,533.97	534,547.59
10202 Cash - PTIF 9074 CARES	1,529,845.45	1,535,652.39
10401 Zions Credit Card	0.00	2,626.26
10750 Undeposited Receipts	0.01	0.01
Total Cash and cash equivalents	2,382,121.75	2,506,923.38
Receivables		
11530 Accounts Rec. -	13,760.00	13,760.00
12500 Due From Other Gov.	124,786.57	198,752.15
Total Receivables	138,546.57	212,512.15
Other current assets		
12601 Prepaid - 4th of July Event	30,297.57	0.00
Total Other current assets	30,297.57	0.00
Total Current Assets	2,550,965.89	2,719,435.53
Total Assets:	2,550,965.89	2,719,435.53
Liabilites and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	135,990.73	108,790.73
Total Current liabilities	135,990.73	108,790.73
Deferred revenue		
23455 CARES2 Deferred Revenue	1,410,811.80	1,410,811.80
25150 Unearned Revenue - 4th of July	7,734.65	0.00
Total Deferred revenue	1,418,546.45	1,410,811.80
Total Liabilities:	1,554,537.18	1,519,602.53
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	996,428.71	1,199,833.00
Total Equity - Fund Balance	996,428.71	1,199,833.00
Total Liabilites and Fund Equity:	2,550,965.89	2,719,435.53
Total Net Position	0.00	0.00

Greater Salt Lake Municipal Services District
Standard Financial Report
65 Magna Council Designated Fund - 07/01/2025 to 07/31/2025
8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Taxes					
MET Taxes					
3100.111 MET-Municipal Energy	458.16	0.00	0.00	0.00	0.00%
3100.112 MET-Municipal Telecom	52,878.56	6,000.00	60,000.00	54,000.00	10.00%
3100.113 MET-Pacificorp/Rocky Mtn Power	507,383.92	146,124.25	600,000.00	453,875.75	24.35%
3100.114 MET-Questar Gas/Dominion Energy	338,354.08	15,000.00	600,000.00	585,000.00	2.50%
Total MET Taxes	899,074.72	167,124.25	1,260,000.00	1,092,875.75	13.26%
Franchise taxes					
3100.401 Google Franchise Fee	43,108.00	0.00	30,000.00	30,000.00	0.00%
Total Franchise taxes	43,108.00	0.00	30,000.00	30,000.00	0.00%
Total Taxes	942,182.72	167,124.25	1,290,000.00	1,122,875.75	12.96%
Intergovernmental revenue					
Intergovernmental Other					
3100.320 Grants	17,515.00	23,962.25	0.00	(23,962.25)	0.00%
Total Intergovernmental Other	17,515.00	23,962.25	0.00	(23,962.25)	0.00%
B&C Road Fund Allotment					
3100.561 HB244 Corridor Preservation Funds	0.00	0.00	225,000.00	225,000.00	0.00%
Total B&C Road Fund Allotment	0.00	0.00	225,000.00	225,000.00	0.00%
CARES Act					
3100.322 ARPA	648,438.07	0.00	0.00	0.00	0.00%
Total CARES Act	648,438.07	0.00	0.00	0.00	0.00%
Total Intergovernmental revenue	665,953.07	23,962.25	225,000.00	201,037.75	10.65%
Interest					
3600.100 Interest Earnings	124,699.10	7,786.14	60,000.00	52,213.86	12.98%
Total Interest	124,699.10	7,786.14	60,000.00	52,213.86	12.98%
Miscellaneous revenue					
Miscellaneous other					
3600.900 Other Revenue	2,064.14	0.00	0.00	0.00	0.00%
3600.901 Magna 4th of July Event	701.14	7,731.65	1,000.00	(6,731.65)	773.17%
Total Miscellaneous other	2,765.28	7,731.65	1,000.00	(6,731.65)	773.17%
Total Miscellaneous revenue	2,765.28	7,731.65	1,000.00	(6,731.65)	773.17%
Contributions and transfers					
3100.001 Operating transfers in	4,297.34	0.00	0.00	0.00	0.00%
Total Contributions and transfers	4,297.34	0.00	0.00	0.00	0.00%
Total Revenue:	1,739,897.51	206,604.29	1,576,000.00	1,369,395.71	13.11%
Expenditures:					
Administration					
4100.730 Building Maintenance - Webster Center Re	0.00	0.00	660,000.00	660,000.00	0.00%
Total Administration	0.00	0.00	660,000.00	660,000.00	0.00%
COVID Related Expenses					
4100.243 ARPA Expenses	743,468.80	3,200.00	0.00	(3,200.00)	0.00%
Total COVID Related Expenses	743,468.80	3,200.00	0.00	(3,200.00)	0.00%
Total Expenditures:	743,468.80	3,200.00	660,000.00	656,800.00	0.48%
Total Change In Net Position	996,428.71	203,404.29	916,000.00	712,595.71	22.21%

Magna City Administration Fund

Yearly Budget

8.30%

7/30/2025

	Actual to 7/30/2025	FY 2026 Budget	Projected
Revenues			
Sales taxes	500,000	6,050,000	6,050,000
Transportation sales tax	50,000	525,000	525,000
Class C road funds	-	1,250,000	1,250,000
ARPA funding	-	1,823,902	1,823,902
Business License	3,590	50,000	50,000
Building permits	25,397	1,525,000	1,525,000
Other permits	-	21,000	21,000
Sewer and water permits	-	5,000	5,000
Zoning - land use permit	100	7,500	7,500
Engineering services	3,405	50,000	50,000
Planning service	-	500,000	500,000
Code enforcement fines	490	5,000	5,000
Justice court fines	-	55,000	55,000
Interest earnings	3,250	85,000	85,000
Miscellaneous	-	11,000	11,000
Transfers in	1,281,873	1,281,873	1,281,873
Total Revenues	\$ 1,868,105	\$ 13,245,275	\$ 13,245,275
Expenses - Administration			
Wages	17,387	443,800	443,800
Employee Benefits	15,918	140,780	140,780
Awards, promotional & meals	85	2,000	2,000
Subscriptions/Memberships	17,317	27,830	27,830
Printing/Publications/Advertising	90	4,000	4,000
Travel/Mileage	-	2,500	2,500
Cell phone and telephone	312	-	1,000
Office expense and supplies	52	14,750	14,750
Computer equipment/Software	-	7,500	7,500
Attorney-Civil	4,008	90,000	90,000
Lobbyist	6,000	-	6,000
Attorney-Land use	-	35,000	35,000
Training & Seminars	-	5,000	5,000
Web page development/Maintenance	-	9,745	9,745
Software/Streaming	1,126	17,500	17,500
Payroll processing fees	-	1,100	1,100
Communications	-	10,000	10,000
Contribution/Special events	-	195,700	195,700
Insurance	26,963	26,000	26,963
Workers comp insurance	3,475	3,750	3,750
Postage	2,523	10,000	10,000
Professional and technical	1,197	112,000	112,000
Elections support services	3,000	82,918	82,918
ARPA grant expense	-	1,823,902	1,823,902
Code enforcement mitigation	4,851	-	10,000
Utilities	-	40,000	40,000
Rent	1,170	-	12,000
Non classified expenses	-	-	-
Total Administration	\$ 105,474	\$ 3,105,775	\$ 3,135,738

Budget Report Yearly

8.30%

7/30/2025

Expenses - Transfers

Contribution to GF	586,233	9,759,246	9,759,246
Transfer to Capital projects	-	380,254	380,254
Operational transfer out	-	-	-
Total Transfers	\$ 586,233	\$ 10,139,500	\$ 10,139,500
Total Expenses	\$ 691,707	\$ 13,245,275	\$ 13,275,238
Surplus/Deficit	\$ 1,176,398	\$ -	\$ (29,963)

Magna City (Designated Fund)

Yearly Budget

8.30%

7/30/2025

Revenues

	Actual to 7/30/2025	FY 2026 Budget	Projected
Municipal Energy	-	-	500
Municipal Telecom	6,000	60,000	60,000
Municipal Power	146,124	600,000	525,000
Municipal Natural Gas	15,000	600,000	375,000
Google franchise tax	-	30,000	50,000
Grants	23,962	-	648,438
Corridor preservation	-	225,000	124,699
ARPA	-	-	124,699
Interest earnings	7,786	60,000	124,699
Miscellaneous	7,732	1,000	10,000
Transfers in	-	-	4,297
Total Revenues	\$ 206,604	\$ 1,576,000	\$ 2,047,332

Expenses - Administration

Magna 4th of July celebration	51,115	-	648,438
Building Maintenance	-	-	648,438
Covid Cares 2	-	-	648,438
ARPA expenses	3,200	-	3,200
Total Administration	\$ 54,315	\$ -	\$ 1,948,514

Surplus/Deficit

\$ 152,289	\$ 1,576,000	\$ 98,818
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Magna City Pleasant Green Cemetery Fund

Yearly Budget

8.30%

7/30/2025

	Actual to 7/30/2025	FY 2026 Budget	Projected
Revenues			
Sale of lots	-	25,000	25,000
Grave openings	2,050	10,000	10,000
Other revenue	2,171	5,000	5,000
Transfers In	-	40,000	40,000
Total Revenues	\$ 4,221	\$ 80,000	\$ 80,000
Expenses - Administration			
Grave opening expenses	550	1,000	1,000
Cremation expenses	-	1,500	1,500
Office supplies	-	-	-
Property tax	-	-	-
Travel/Mileage	-	-	-
Computer equipment/Software	-	2,500	2,500
Professional and technical	4,702	75,000	75,000
Sundry charges	-	-	-
Total Administration	\$ 5,252	\$ 80,000	\$ 80,000
Total Expenses	\$ 5,252	\$ 80,000	\$ 80,000
Surplus/Deficit	\$ (1,031)	\$ -	\$ -

Magna City Communities that Care Fund

Yearly Budget

8.30%

7/30/2025

	Actual to 7/30/2025	FY 2026 Budget	Projected
Revenues			
Intergovernmental	-	-	-
Operating transfers in	-	-	-
State Liquor allotment	-	25,000	25,000
Grants -Substance Use Disorder	-	125,000	125,000
Grants - Magna CTC	-	-	-
Grants- Safety & Success	-	500,000	500,000
Grants- Youth Court	24	-	100
Grants- Youth advocacy	-	-	-
Donations	-	-	-
Other revenue	-	25,000	25,000
Total Revenues	\$ 24	\$ 675,000	\$ 675,100
Expenses - Administration			
Wages	3,317	65,000	65,000
Employee Benefits	1,225	30,000	30,000
Awards	413	-	413
Subscriptions\Memberships	-	-	-
Travel/Mileage	2,573	-	2,573
Office Expense and Supplies	79	-	79
Training and seminars	-	-	-
Contractors	1,760	-	1,760
Programs (Afterschool)	989	-	989
Communications & PR	-	-	-
Events	-	-	-
Youth coalition	-	-	-
Sponsorships	-	-	-
Safety and success travel	1,231	-	1,500
Safety and sub awards	-	500,000	500,000
Safety & success Youth Court	-	10,000	10,000
Safety & success other expenses	-	15,000	15,000
Safety & success contractors	1,221	30,000	30,000
Beer funds	-	25,000	25,000
Reserves	-	-	-
Total Administration	\$ 12,808	\$ 675,000	\$ 682,314
Total Expenses	\$ 12,808	\$ 675,000	\$ 682,314
Surplus/Deficit	\$ (12,784)	\$ -	\$ (7,214)

Magna City CRA Reinvestment Fund

Yearly Budget

8.30%

7/30/2025

	Actual to 7/30/2025	FY 2026 Budget	Projected
Revenues			
Met Taxes	-	-	-
General CRA funds		25,000	-
Magna Main	1,546,784	-	1,546,784
Housing	726,931	-	726,931
Arbor park	238,014	-	238,014
Transfers In	-	-	-
Total Revenues	\$ 2,511,729	\$ 25,000	\$ 2,511,729
Expenses - Administration			
General attorney	1,312	-	20,000
Park maintenance	836	-	12,000
Professional and technical	-	-	-
Utilities - water	-	-	-
Sundry charges	-	25,000	-
Total Administration	\$ 2,148	\$ 25,000	\$ 32,000
Total Expenses	\$ 2,148	\$ 25,000	\$ 32,000
Surplus/Deficit	\$ 2,509,581	\$ -	\$ 2,479,729