



**MAGNA CITY COUNCIL
MEETING AGENDA
September 23, 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 **23rd 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: 75 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)
- B. Pleasant Green Cemetery – **Sharon Nicholes** (5 minutes)
- C. Financial Reports – **Dave Sanderson** (5 minutes)

6. CONSENT AGENDA

- A. Approve Council Meeting Minutes (5 minutes)
 - September 9, 2025

7. PRESENTATION ITEMS

- A. Introduction of new General Manager/CEO of Wasatch Front Waste and Recycling District (WFWRD) – **Pam Roberts** (5 minutes)
- B. **Ordinance 2025-O-15** Amending Chapter 11.44, Penalties, Parties and Procedure on Arrest – **Dan Torres, Economic Development Manager** (5 minutes)

8. COUNCIL BUSINESS

- A. Formation of a Traffic and Safety Committee – **David Brickey, City Manager and Dan Torres, Economic Development Manager** (5 minutes)
- B. **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)
- C. Lumen Franchise Agreement – **Paul Ashton, Legal Counsel** (5 minutes)

9. MANAGER/CITY ATTORNEY UPDATES (15 minutes)

- A. Current Financial Report Review – **Dave Brickey, City Manager**
- B. Updates on Webster Center Upgrade – **David Brickey, City Manager**
- C. DR Horton Notice of Default – **David Brickey, City Manager**

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

****PLEASE NOTE...this is a NEW link for the Zoom Webinar, links to previous meetings will not work, you must use the unique link below****

When: September 23, 2025, 06:00 PM Mountain Time (US and Canada)

<https://us06web.zoom.us/j/82700980342?pwd=ke1FdIlsa6Jffz1Cgeo10ayJDHsFEU.1>

Webinar ID: 827 0098 0342

Webinar Passcode: 436140

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 22, 2025

1 **Magna City Traffic and Safety Committee**
2 **Bylaws**
3

4 **1. Name and Purpose**
5

6 1.1 The name of this body shall be the *Magna City Traffic and Safety Committee*
7 (“Committee”).

8 1.2 The purpose of the Committee is to advise the Magna City Council on
9 matters related to transportation safety, traffic calming, pedestrian and
10 cyclist safety, and related community concerns.

11 1.3 The Committee serves in an advisory capacity only and does not hold
12 regulatory or enforcement powers.
13

14 **2. Powers and Duties**

15 1. The Committee may when directed by the Council or upon recommendation
16 of City Staff:

- 17 i. Review and recommend traffic safety improvements to the City
18 Council and appropriate departments.
- 19 ii. Recommend education and awareness programs for traffic and
20 pedestrian safety.
- 21 iii. Review citizen concerns and requests related to traffic and safety.
- 22 iv. Consult with law enforcement, transportation engineers, and other
23 stakeholders as needed.
- 24 v. Assist in the development and prioritization of transportation-related
25 capital improvements.
26

27 **3. Membership and Terms**

28 3.1 The Committee shall consist of five (5) voting members, appointed by the Mayor
29 with the advice and consent of the City Council.

30 3.2 Each member shall reside in Magna City.

31 3.3 Members shall serve staggered terms of four (4) years to ensure continuity. Initial
32 appointments shall be:

- 33 i. The Mayor shall appoint one member from the City Council who shall
34 serve as the Chair of the Committee
- 35 ii. The Mayor shall appoint one member shall from the Planning
36 Commission
- 37 iii. One (1) member appointed for four (4) years

1 iv. Two (2) members appointed for two (2) years

2 v. Thereafter, all terms shall be four (4) years

3 3.4 Members may be serve for a maximum of two consecutive terms.

4 3.5 Vacancies shall be filled for the unexpired term in the same manner as original
5 appointments.

6 3.6 Committee members shall serve without compensation.

7

8 **4. Officers**

9 4.1 The Committee shall annually elect a Vice Chairperson from among its
10 members at the first meeting of the calendar year.

11 4.2 The Chairperson shall preside at meetings and act as the Committee’s liaison
12 to City staff.

13 4.3 The Vice Chairperson shall act in the absence of the Chairperson.

14 4.4 A Secretary may be appointed (by the Committee or assigned by staff) to assist
15 with meeting documentation.

16

17 **5. Staff Liaison**

18 5.1 The Magna City Engineer, or their designee, shall serve as the Staff Liaison to the
19 Committee.

20 5.2 The Staff Liaison shall:

21 i. Provide technical expertise and project updates

22 ii. Coordinate the agenda in collaboration with the Chairperson

23 iii. Assist in implementing Committee recommendations, as appropriate

24 iv. Serve as the primary point of contact between the Committee and City
25 departments

26 **6. Meetings**

27 6.1 The Committee shall meet at least quarterly, with additional meetings
28 scheduled as needed by the Chairperson or a majority of members. If there is no
29 business to be transacted by the Committee the Chair may cancel quarterly
30 meetings; however, the Committee shall meet at least once annually.

31 6.2 All meetings shall comply with the Utah Open and Public Meetings Act.

32 6.3 A quorum shall consist of a majority of appointed members.

33 6.4 Decisions and recommendations shall be made by majority vote of the quorum
34 present.

35 6.5 Meeting minutes shall be taken for each meeting, reviewed by the Committee,
36 and submitted to the City Recorder.

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

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.

Eric Barney, Mayor

ATTEST:

APPROVED:

Diana Baun, Magna City Recorder

Paul Ashton, Attorney

Voting

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

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

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)

(Authorized Signature)

Shaun Giesler
(Name)
Network Right of Way Manager
(Title)

Eric Barney
(Name)
Magna City Mayor
(Title)

Address: 931 14th Street, Denver, CO 80202

Address:
Webster Center
8952 W Magna Main Street
Magna, UT 84044

Date:

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 [redacted] 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]

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

	<u>2025</u> Year-End Actual	<u>2026</u> YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	(64,771.39)	581,246.79
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	<u>838,201.40</u>	<u>2,111,753.06</u>
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	<u>2,100,630.31</u>	<u>1,979,707.21</u>
Total Current Assets	<u>2,938,831.71</u>	<u>4,091,460.27</u>
Non-Current Assets		
Restricted assets		
10102 Cash - Zions Bond Escrow	953,156.80	938,644.15
Total Restricted assets	<u>953,156.80</u>	<u>938,644.15</u>
Total Non-Current Assets	<u>953,156.80</u>	<u>938,644.15</u>
Total Assets:	<u>3,891,988.51</u>	<u>5,030,104.42</u>
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	<u>966,380.25</u>	<u>991,481.77</u>
Total Liabilities:	<u>966,380.25</u>	<u>991,481.77</u>
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	2,075,108.26	3,188,122.65
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	<u>2,925,608.26</u>	<u>4,038,622.65</u>
Total Liabilites and Fund Equity:	<u>3,891,988.51</u>	<u>5,030,104.42</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>

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	120,700.00	120,700.00	0.00%
4100.421 Magna 4th of July celebration	35,597.30	63,384.13	75,000.00	11,615.87	84.51%
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	168,858.61	1,281,873.00	1,113,014.39	13.17%
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	755,091.51	13,245,275.00	12,490,183.49	5.70%
Total Change In Net Position	703,832.87	1,113,014.39	0.00	(1,113,014.39)	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

	<u>2025</u> <u>Year-End</u> <u>Actual</u>	<u>2026</u> <u>YTD</u> <u>Actual</u>
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	<u>114,322.44</u>	<u>109,301.39</u>
Total Current Assets	<u>114,322.44</u>	<u>109,301.39</u>
Total Assets:	<u>114,322.44</u>	<u>109,301.39</u>
Liabilites and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	9,242.00	5,252.00
Total Current liabilities	<u>9,242.00</u>	<u>5,252.00</u>
Total Liabilities:	<u>9,242.00</u>	<u>5,252.00</u>
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	105,080.44	104,049.39
Total Equity - Fund Balance	<u>105,080.44</u>	<u>104,049.39</u>
Total Liabilites and Fund Equity:	<u>114,322.44</u>	<u>109,301.39</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>

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

	<u>2025</u> Year-End Actual	<u>2026</u> 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	<u>85,667.58</u>	<u>(106,301.96)</u>
Receivables		
12500 Due From Other Gov.	124,511.90	124,511.90
Total Receivables	<u>124,511.90</u>	<u>124,511.90</u>
Total Current Assets	<u>210,179.48</u>	<u>18,209.94</u>
Total Assets:	<u>210,179.48</u>	<u>18,209.94</u>
Liabilites and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	181,705.50	2,521.00
Total Current liabilities	<u>181,705.50</u>	<u>2,521.00</u>
Total Liabilities:	<u>181,705.50</u>	<u>2,521.00</u>
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	28,473.98	15,688.94
Total Equity - Fund Balance	<u>28,473.98</u>	<u>15,688.94</u>
Total Liabilites and Fund Equity:	<u>210,179.48</u>	<u>18,209.94</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>

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

	<u>2025</u> Year-End Actual	<u>2026</u> 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	<u>1,312.00</u>	<u>2,484,138.90</u>
Total Current Assets	<u>1,312.00</u>	<u>2,484,138.90</u>
Total Assets:	<u>1,312.00</u>	<u>2,484,138.90</u>
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	<u>28,902.10</u>	<u>2,645.38</u>
Total Liabilities:	<u>28,902.10</u>	<u>2,645.38</u>
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	(27,590.10)	2,481,493.52
Total Equity - Fund Balance	<u>(27,590.10)</u>	<u>2,481,493.52</u>
Total Liabilites and Fund Equity:	<u>1,312.00</u>	<u>2,484,138.90</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>

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	422,068.14
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	2,499,191.73
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	2,711,703.88
Total Assets:	2,550,965.89	2,711,703.88
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	1,192,101.35
Total Equity - Fund Balance	996,428.71	1,192,101.35
Total Liabilites and Fund Equity:	2,550,965.89	2,711,703.88
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	0.00	1,000.00	1,000.00	0.00%
Total Miscellaneous other	2,765.28	0.00	1,000.00	1,000.00	0.00%
Total Miscellaneous revenue	2,765.28	0.00	1,000.00	1,000.00	0.00%
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	198,872.64	1,576,000.00	1,377,127.36	12.62%
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	195,672.64	916,000.00	720,327.36	21.36%

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

	Actual to 7/30/2025	FY 2026 Budget	Projected
Revenues			
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

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