

Sales Tax Comparison (November 2025 and November 2024 & YTD)										
JURISDICTION	% Month	Rank	Monthly Distribution			% YTD	Rank	Rolling Rank	Composite Rank	Overall Rank
Brigham City	-4%	41	418,232	-5%	61	-3%	61	(0.13)	58	
Hyde Park	-23%	62	117,582	-1%	57	0%	58	(0.24)	62	
Hyrum	16%	4	181,068	7%	7	8%	7	0.31	3	
Logan	-8%	55	1,503,221	1%	42	2%	44	(0.05)	54	
Nibley	-4%	40	127,092	3%	26	4%	26	0.03	26	
Price	-5%	47	253,471	1%	36	2%	40	(0.01)	41	
Bountiful	-7%	54	887,787	1%	43	2%	43	(0.04)	49	
Centerville	-3%	24	463,428	1%	45	2%	49	(0.00)	36	
Clearfield	-4%	33	625,210	1%	44	2%	42	(0.01)	38	
Farmington	-9%	57	611,522	0%	50	1%	52	(0.08)	55	
Layton	-5%	45	2,001,914	1%	48	2%	45	(0.03)	44	
Syracuse	-4%	31	640,302	4%	19	5%	19	0.06	22	
West Bountiful	2%	10	242,554	4%	22	4%	27	0.10	18	
Roosevelt	-10%	58	240,563	-1%	54	2%	48	(0.09)	57	
Moab	-6%	49	297,065	0%	51	1%	50	(0.05)	51	
Cedar City	26%	2	1,505,894	6%	9	7%	9	0.40	2	
Millcreek	-6%	50	1,264,127	0%	49	1%	51	(0.05)	50	
Bluffdale	-11%	59	387,382	2%	32	4%	29	(0.05)	52	
Cottonwood Heights	-3%	29	759,630	-6%	62	-4%	62	(0.13)	60	
Draper	1%	12	1,858,496	-1%	55	0%	56	0.01	34	
Herriman	-3%	25	1,035,217	4%	20	5%	20	0.06	21	
Holladay	-4%	34	585,123	1%	47	2%	46	(0.01)	39	
Midvale	-4%	39	974,998	-1%	56	1%	53	(0.04)	48	
Murray	-3%	28	1,870,382	2%	30	3%	31	0.03	29	
Riverton	-4%	36	1,056,645	1%	46	2%	47	(0.01)	40	
Salt Lake City	-7%	52	7,724,020	4%	18	6%	18	0.03	27	
Sandy	-5%	44	2,527,963	3%	27	4%	24	0.03	28	
South Salt Lake	-5%	43	1,412,684	2%	34	3%	33	(0.00)	37	
South Jordan	-2%	21	2,096,653	2%	31	4%	30	0.04	25	
Taylorsville	-2%	19	1,091,440	1%	37	3%	36	0.02	32	
West Jordan	-4%	37	2,663,604	2%	33	3%	35	0.01	35	
West Valley	-2%	20	3,442,656	3%	23	4%	25	0.06	23	
Magna City	7%	5	589,748	11%	1	12%	1	0.29	4	
Summit County	-5%	48	909,032	1%	40	2%	37	(0.02)	42	
Park City	36%	1	820,391	4%	21	5%	21	0.44	1	
Tooele City	-4%	38	852,856	3%	24	4%	22	0.04	24	
Vernal	-11%	60	407,353	-2%	58	-1%	59	(0.13)	61	
Alpine	-5%	46	183,429	3%	25	4%	28	0.02	30	
American Fork	0%	13	1,287,339	5%	16	6%	13	0.12	16	
Eagle Mountain	-3%	27	1,027,296	7%	8	9%	5	0.12	14	
Lehi	-5%	42	1,983,848	6%	14	6%	15	0.07	20	
Lindon	-1%	16	593,141	8%	5	8%	8	0.14	11	
Mapleton	2%	9	247,785	10%	2	11%	2	0.23	6	
Orem	-3%	30	2,732,303	2%	29	3%	32	0.02	31	
Payson	-2%	23	509,338	8%	3	9%	4	0.14	12	
Pleasant Grove	-2%	22	908,406	-1%	53	0%	55	(0.02)	43	
Provo	17%	3	2,377,207	6%	13	6%	17	0.29	5	
Green River	-4%	32	35,498	-3%	60	-2%	60	(0.08)	56	
Kearns City	-8%	56	540,828	1%	41	2%	41	(0.05)	53	
Saratoga Springs	-2%	18	1,115,221	8%	4	9%	3	0.15	10	
Highland	1%	11	371,410	6%	11	7%	10	0.14	13	
Spanish Fork	6%	6	1,272,789	6%	15	6%	14	0.18	8	
Springville	-6%	51	798,024	1%	38	2%	39	(0.03)	45	
Cedar Hills	-4%	35	174,610	0%	52	1%	54	(0.03)	46	
Heber	-2%	17	606,865	5%	17	6%	16	0.10	17	
Hurricane	3%	8	642,108	7%	6	9%	6	0.19	7	
St George	-7%	53	3,132,704	1%	39	2%	38	(0.04)	47	
Washington City	0%	14	820,502	6%	12	7%	12	0.12	15	
Ogden	-3%	26	2,319,531	1%	35	3%	34	0.01	33	
Riverdale	4%	7	568,493	6%	10	7%	11	0.17	9	
White City	-11%	61	72,981	-2%	59	0%	57	(0.13)	59	
Ephraim	0%	15	167,601	3%	28	4%	23	0.07	19	

# Magna Historic District Parking Overlay Zone

Draft Ordinance language

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### 19:72 Magna Historic District Parking Overlay Zone

#### **19:72:010 Purpose**

The purpose of the Magna Historic District Parking Overlay Zone is to:

- A. Ensure an appropriate level of vehicular parking, loading, and storage to support a variety of land uses within the Downtown Historic District;
- B. Mitigate the visual and functional impacts of surface parking on adjacent land uses and the public realm through appropriate site design standards; and
- C. Support the walkable, pedestrian-oriented character, and economic vitality of Magna's Historic District.

## 19:72:020 Applicability

The standards of this section apply to all properties located within the boundaries of the Magna Historic Downtown Parking Overlay Zone as designated on the official zoning map.

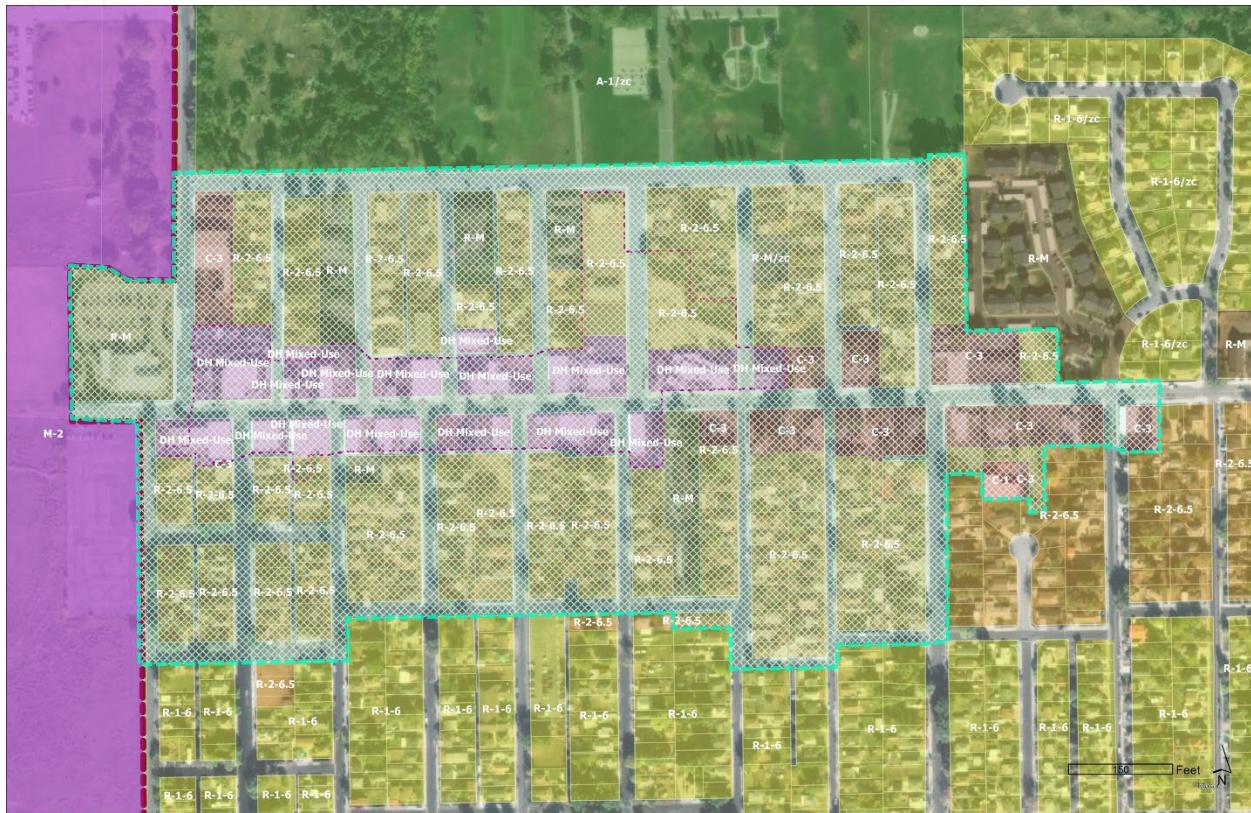


Figure 1: Magna Historic Downtown Parking Overlay Zone

## 19:72:030 Definitions

As used in this Section:

**Parking, Long-Term:** Parking intended for use by residents, employees, or others, for a duration exceeding four (4) continuous hours.

**Parking, Short-Term:** Parking intended for customers or visitors, with high turnover and durations less than four (4) hours.

**Parking, Shared:** Off-street parking used jointly by multiple uses or properties through a formal agreement approved by the City.

## 19:72:040 Minimum Parking Requirements

- A. **Retail and Non-Residential Uses:** A minimum of two (2) off-street parking spaces shall be provided per one thousand (1,000) square feet of leasable or saleable usable floor area.
- B. **Residential Uses:** A minimum of one (1) off-street parking space shall be provided per bedroom, with no more than two (2) spaces required per dwelling unit.

## 19:72:050 Parking Management Plan

- A. A Parking Management Plan shall be submitted for any development or redevelopment subject to this Overlay Zone. The Plan shall demonstrate the project's ability to provide adequate parking for:
  1. Residential Uses.
  2. Retail and Non-Residential Uses.
  3. Service and delivery needs.
- B. The Parking Management Plan shall include:
  1. a site plan identifying:
    - a. all proposed parking spaces with dimensions, access aisles, entrances, and loading zones;
    - b. Identification of shared parking expectations;
    - c. The location and terms of any off-site parking:
      - Including identification and documentation of parking acquired through lease, covenant, or arrangement.
    - d. Alley or side street utilization;
    - e. Screening and impact mitigation as required in *19.50.120 Screening Requirements*, and *19.50.070 Landscaping of Parking Lots*;
    - f. Service and delivery access location;
    - g. Evidence of compliance with ADA parking standards.
- C. The Director or Designee shall review and approve the Parking Management Plan prior to issuance of a land use or building permit.

## 19:72:060 Location of Parking Spaces and Associated Use Expectations

- A. On-Site Parking:
  1. May be used to satisfy residential and non-residential parking requirements.

B. Off-Site Parking:

1. May be used to satisfy residential and non-residential parking requirements if:
  - a. The closest edge of the off-site parking area is located no more than 800 linear feet from the main entrance of the associated use; and
  - b. The parking is secured by lease or recorded covenant; and
    - i. If secured by lease, the agreement must have a minimum termination notice of ninety (90) days.
    - ii. In the event of termination, the property owner shall acquire or otherwise provide adequate parking within the ninety (90) day notice period.
    - iii. Compliance shall be verified annually in conjunction with business license renewal.
  - c. Approved as part of the Parking Management Plan by the Director.

C. On-Street Parking

1. On-street parking is intended to serve customers, visitors, and other short-term users. They are not intended to satisfy long-term or employee parking needs.
2. Existing on-street spaces may not be used to satisfy minimum parking requirements for residential units.
3. Long-term vehicle parking and storage within on-street spaces is prohibited.
  - a. The City may establish time limits, metering, or other enforcement mechanisms to preserve availability and turnover.

## 19:72:070 Credit for On-Street Parking Improvements

A. On-street parking spaces that are newly created or substantially improved as part of a development project may be credited toward the non-residential parking requirements of that project, subject to the following conditions:

1. The on-street parking spaces are located directly adjacent to the development site, within the public right-of-way;
2. The spaces are designed, constructed, or reconstructed by the developer in accordance with City standards;
3. Improved spaces have not been previously restricted or designated for time-limited, metered, or short-term parking use.

- B. All credited spaces must be shown on the Parking Management Plan and approved by the Director.
- C. The City shall retain ownership and full authority to modify, relocate, or remove any on-street parking space located within the public right-of-way.

## 19:72:080 Shared Parking

- A. Shared parking is defined as an arrangement in which two (2) or more uses with differing peak parking demand periods use the same off-street parking spaces.
- B. A Shared Parking Plan may be approved by the Director or Designee as part of the Parking Management Plan if the applicant demonstrates that the uses have non-overlapping parking demand periods.
- C. The shared parking analysis shall use the following guidance table unless the applicant submits an alternative analysis approved by the Director:
- D. Shared Parking Demand Ratios Reference Table

*(Table 19.48.070)*

General Land Use Category	Weekdays			Weekends		
	12 AM – 7AM	7 AM – 6 PM	6 PM – 12 AM	12 AM – 7AM	7 AM – 6 PM	6 PM – 12 AM
Office	5%	100%	5%	0%	5%	0%
Industrial	75%	100%	75%	75%	100%	75%
Retail	5%	100%	75%	5%	100%	60%
Restaurant	25%	70%	100%	30%	75%	100%
Lodging	100%	55%	100%	100%	55%	100%
Theater / Entertainment	5%	20%	100%	5%	50%	100%
Conference Rooms / Reception Venue	0%	100%	100%	0%	100%	100%
Place of Worship	0%	30%	50%	0%	100%	65%
Institutional	5%	100%	20%	5%	100%	10%
Residential	100%	60%	95%	100%	75%	90%

- E. If any uses are not listed in Table 19.48.070, the Director or Designee shall determine the required parking for the six (6) time periods.
- F. A change in use that disrupts or invalidates the shared parking arrangement shall require revised parking analysis and approval by the Director.

## 19:72:090 Public Parking Facilities

- A. Public parking lots may be used to satisfy minimum parking requirements only if:
  - 1. The public parking facility is within 800 feet of the subject property;
  - 2. No more than ten percent (10%) of the total public parking capacity is allocated to the subject property (or as otherwise determined by the City);
  - 3. A Parking Management Agreement is approved by the Director; and
  - 4. The Director or Designee may allocate shared use parking consistent with Section 19.72.080.
- B. Public parking may not be used to satisfy residential or employee parking requirements, except with Director or Designee approval.

## 19:72:100 Development Standards for Parking Areas

- A. ADA Compliance.
  - 1. All required parking must comply with the Americans with Disabilities Act (ADA).
- B. Frontage Setback.
  - 1. Off-street surface parking shall be set back a minimum of forty (40) feet from the build-to line along Magna Main Street.
- C. Access.
  - 1. Cross-access between parking areas on adjoining lots is required .
  - 2. Alley access shall be prioritized where alleys exist or can reasonably be constructed.
  - 3. Where alley access exists, it shall be the exclusive vehicular access point for off-street parking.

## 19:72:110 Service and Delivery Access

- A. **Prohibited Frontage.** Service, loading, unloading, and delivery activities shall not occur from Magna Main Street or its sidewalks. No loading or service vehicle may stop, park, or stage along Magna Main Street for purposes of loading or unloading goods, materials, equipment, or refuse.
- B. **Access Location.** All service and delivery access shall be located to the rear or side of the property and accessed via an alley, side street, or rear drive aisle, where available.

- C. **Design Requirements.** Site plans shall demonstrate that adequate space is provided for service and delivery functions without interfering with pedestrian areas, customer parking, or public rights-of-way.
- D. **Exceptions.** The Director or Designee may grant a limited exception for temporary service or delivery access on Magna Main Street only when:
  - 1. No reasonable alternative access exists; or
  - 2. The service activity occurs outside of hours of typical district business activity; and
  - 3. The applicant has submitted a delivery and service plan approved by the Director.



## Council Staff Report

**Meeting Body:** Magna City Council

**Meeting Date:** December 9th, 2025

**File Number & Project Type:**

OAM2025-XXXXXX – a proposed amendment adding Chapter 19.72 to Title 19 establishing the Magna Historic District Parking Overlay Zone

**Planner:** Matthew Starley, Long Range Planner II

**Applicability:** Greater Magna Historic Commercial District Area

**Key Findings:** Magna's Downtown Historic District is experiencing renewed development interest through façade improvements, new businesses, and planned redevelopment projects. Existing zoning regulations do not adequately address the unique parking needs of a walkable, historic main street environment.

The Parking Overlay Zone is intended to provide context-sensitive parking standards tailored to Magna's historic downtown.

**Staff Recommendation:** Staff recommends that the Council adopt Chapter 19.72: Magna Historic District Parking Overlay Zone into the Magna Municipal Code.

**Exhibits:**

Draft Ordinance – Title 19.72 Historic District Parking Overlay Zone

## PROJECT DESCRIPTION

The proposed project is the creation of the Magna Historic District Parking Overlay Zone, a new zoning tool intended to guide parking supply, design, and management within Magna's Downtown Historic District.

The Overlay will establish context-sensitive parking standards that better reflect the unique conditions of the historic town center, where traditional main street development patterns, older building stock, and walkable block structures differ from suburban commercial areas.

**Key features of the Overlay include:**

- Submittal of a Parking Management Plan for any development or redevelopment subject to the overlay.
- Adjusted minimum parking ratios for commercial and residential uses.
- Allowance for shared and off-site parking arrangements within 800 feet of a property.
- Requirements for site design standards that mitigate the visual and functional impacts of parking lots,
- Emphasis on utilizing the district's historic alleys as access points and cross-access between parking areas.

This zoning tool is intended to balance the needs of residents, businesses, and visitors while protecting the historic character, pedestrian orientation, and economic vitality of Magna's Main Street.

## BACKGROUND/ISSUES TO CONSIDER

**Historic Downtown Context**

Magna's Historic District is characterized by a traditional main street layout with narrow lots intended to be covered nearly entirely with a building footprint. Existing historic buildings were constructed without on-site parking, and narrow rights-of-way at the rear of the sites offered by alleyways. These

conditions make it difficult for potential property owners to meet conventional off-street parking requirements.

### **Parking Supply Challenges**

Existing zone standards require more parking than can realistically be provided on Historic District lots without the purchase of additional adjacent lots or by compromising the pedestrian character of the area. Parking that is available in the area, is often underutilized due to a lack of clearly articulated expectations for visitors. Shared parking opportunities are underutilized due to a lack of formal mechanisms in the zoning code.

### **Development Pressure & Investment**

Redevelopment interest is increasing as new businesses, façade improvements, and mixed-use projects are proposed in the downtown area. Without an overlay, strict adherence to current parking ratios has discouraged adaptive reuse of historic buildings and new development on unbuilt lots, limiting reinvestment in the district.

### **Design & Character Considerations**

Large surface parking lots disrupt the walkable character of the main street and detract from the historic setting. Improved design standards, tailored for the unique conditions of the Historic District, are needed to mitigate the visual and functional impacts of parking lots through placement and access considerations.

### **Policy Alignment**

The Overlay supports Magna's General Plan and the proposed Downtown Historic District Plan, both of which prioritize walkability, historic preservation, and economic revitalization. The standards are designed to strike a balance between ensuring adequate parking and supporting a pedestrian-oriented environment.

## **ANALYSIS**

Magna staff have reviewed the proposed Magna Historic District Parking Overlay Zone in the context of existing conditions, community goals, and anticipated development trends. Several key findings emerge:

### **Balance Between Supply and Demand**

The proposed parking ratios better reflect the actual demand in a mixed-use, historic main street environment, where walking, biking, transit, and on-street parking all contribute to mobility. By simplifying minimum requirements, the Overlay removes a significant barrier to adaptive reuse of historic buildings and new infill projects while allowing for a diverse mix of business types within the district.

### **Preservation of Historic and Pedestrian Character**

Locating parking to the side or rear of buildings and pushing parking away from the existing build-to lines ensure that as parking opportunities expand, the visual character of Main Street is

preserved. These provisions help Magna avoid the suburban pattern of large front parking lots that could erode the downtown character.

### **Flexibility and Economic Development**

The Overlay introduces mechanisms such as shared parking and off-site parking allowances within 800 feet, providing flexibility for property owners and developers. This flexibility encourages reinvestment and supports a variety of land uses, including small businesses, restaurants, and mixed-use housing, without imposing undue cost burdens. This also provides existing property owners with an opportunity to benefit from additional parking opportunities they currently manage that may be chronically underutilized.

### **Integration with Public Infrastructure**

Differentiation of the role of on-street parking and off-street parking as part of the supply aligns with the role of Main Street's public realm in supporting downtown businesses. The Overlay anticipates the need for future coordinated management strategies such as time limits, enforcement, and metering to ensure turnover and availability of prime parking spaces.

### **Policy Consistency**

The Overlay directly advances the Magna General Plan (2021) goals of enhancing downtown vitality, promoting mixed-use redevelopment, and creating a pedestrian-friendly environment. It also supports the goals articulated in the proposed Historic District Area Plan by providing regulatory tools that maintain historic scale and rhythm while accommodating contemporary land use needs.

### **Anticipated Outcomes**

Staff anticipates the Overlay will facilitate redevelopment of underutilized parcels, protect the pedestrian character of the Historic District, and improve the overall efficiency of parking supply. These outcomes will contribute to long-term economic vitality and support Magna's Historic district identity as a historic, walkable community.

## **GENERAL PLAN CONSIDERATIONS**

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

- Review current parking requirements to ensure the highest and best use of land within commercial nodes.
- Changes to a historic structure in a Historic District must undergo a review process to ensure the proposed changes are compatible with the site's historic architecture and must retain the "character defining" elements of the property which reflect materials in the surrounding neighborhood. **Parking is limited within the historic areas, which should be considered with new development.**

**STRATEGY 2:** Create additional public parking opportunities near Magna Main Street.

- **ACTION:** Prioritize projects and policies that improve the parking experience near Magna Main Street.
- **ACTION:** Conduct parking inventory and utilization analysis to identify the quantity of currently available on-street and off-street parking and the demand for that parking supply.
- **ACTION:** Develop strategies for future growth impacts on parking capacities and regularly monitor parking occupancy and other factors by periodic parking studies.

**STRATEGY 6:** Encourage development and redevelopment of Magna Main Street to strengthen its role as a historical center and urban district through expansion of the RDA and addition of “form based” regulations.

- **ACTION:** Adopt zoning that addresses building form, setbacks, **parking**, landscaping, block structure, uses, and other components within Main Street to encourage appropriate redevelopment/development patterns to protect the historic character of Main Street while protecting property rights to encourage economic development.
- **ACTION:** Develop an incentive and reinvestment policy to encourage private investment of existing buildings and businesses.
- Create and adopt an Illustrative Plan, Regulating Plan, Building Form Standards and Public Space Standards for Magna Main Street
- Adopt zoning that addresses building form, setbacks, **parking**, landscaping, block structure, uses, and other components within Main Street to encourage appropriate redevelopment/development patterns to protect the historic character of Main Street while protecting property rights to encourage economic development.

The Overlay encourages reinvestment in the Historic District by reducing parking barriers and reinforcing a pedestrian-oriented urban form. By allowing flexible parking arrangements and recognizing shared/on-street supply, the Overlay creates conditions for small businesses and adaptive reuse to thrive. The Overlay balances parking needs with support for walking, biking, and transit, consistent with the multimodal vision of the General Plan. By tailoring residential parking standards and enabling shared supply, the Overlay removes barriers to mixed-use and missing-middle housing opportunities in the Historic District. Design standards for parking placement, landscaping, and build-to lines reinforce the visual integrity of Main Street and ensure that future development contributes to a cohesive and attractive public realm.

## PUBLIC INPUT

Planning Staff has not received any comments from the public as of the completion of this staff report. Any comments that are received will be forwarded to the Magna City Council for review and will be summarized on October 14, 2025.

The Magna Planning Commission reviewed the Ordinance during their September 11<sup>th</sup> Meeting. The Ordinance received a recommendation with adoption with revision from the Planning Commission. Feedback provided from the Planning Commission was as follows:

- The Planning Commission recommended Option A: All Commercial Zoning as a boundary for the district.
- The Planning Commission recommended additional language that clarifies expectations for property owners who have secured off-site parking by lease. Ordinance language mandates that if parking is secured by lease or recorded covenant, the agreement must have a minimum termination notice of ninety days. The PC recommended language that clarifies that it is the responsibility of the property owner to acquire adequate parking before the ninety-day notice period has lapsed.
- The Planning Commission recommended that the parking requirements be not limited to two parking spaces per two bedroom or greater dwelling unit.

The draft supplied to council includes revisions intended to address the recommendations and concerns of the Planning Commission.

## COUNCIL OPTIONS:

The Council has the following options:

- **Adopt the Ordinance as Presented**
  - The council votes to approve and enact the ordinance as written. Ordinance will take effect upon publication.
- **Adopt the Ordinance with Modification or Amendment**
  - The council may make revisions during the meeting before adoption.
- **Postpone or Table the Ordinance**
  - The council can defer action to a future meeting to allow more time for review, public input, or staff revision.
- **Deny the Ordinance**
  - The council may vote to reject the proposed ordinance entirely. The item fails unless reintroduced in a later session.

## STAFF RECOMMENDATION

Staff finds that the proposed Magna Historic District Parking Overlay Zone:

- Provides parking standards that are better aligned with the unique historic and walkable character of Downtown Magna;
- Removes regulatory barriers that have historically limited reinvestment and adaptive reuse of existing buildings;

- Establishes design standards that protect and enhance the pedestrian-oriented streetscape; and
- Advances multiple goals and policies of the Magna General Plan, the proposed Downtown Historic District Plan, and other adopted community plans.

**Recommendation:**

Staff recommends that the Council adopt Title 19.72: Magna Historic District Parking Overlay Zone as presented.



# MAGNA HISTORIC DISTRICT

## Magna Historic District Parking Overlay Zone

Supporting Walkability and Economic Vitality



MSD Planning and Development Services

**Economic Development/Long Range Planning – Presenting: Matthew Starley**



# Outline

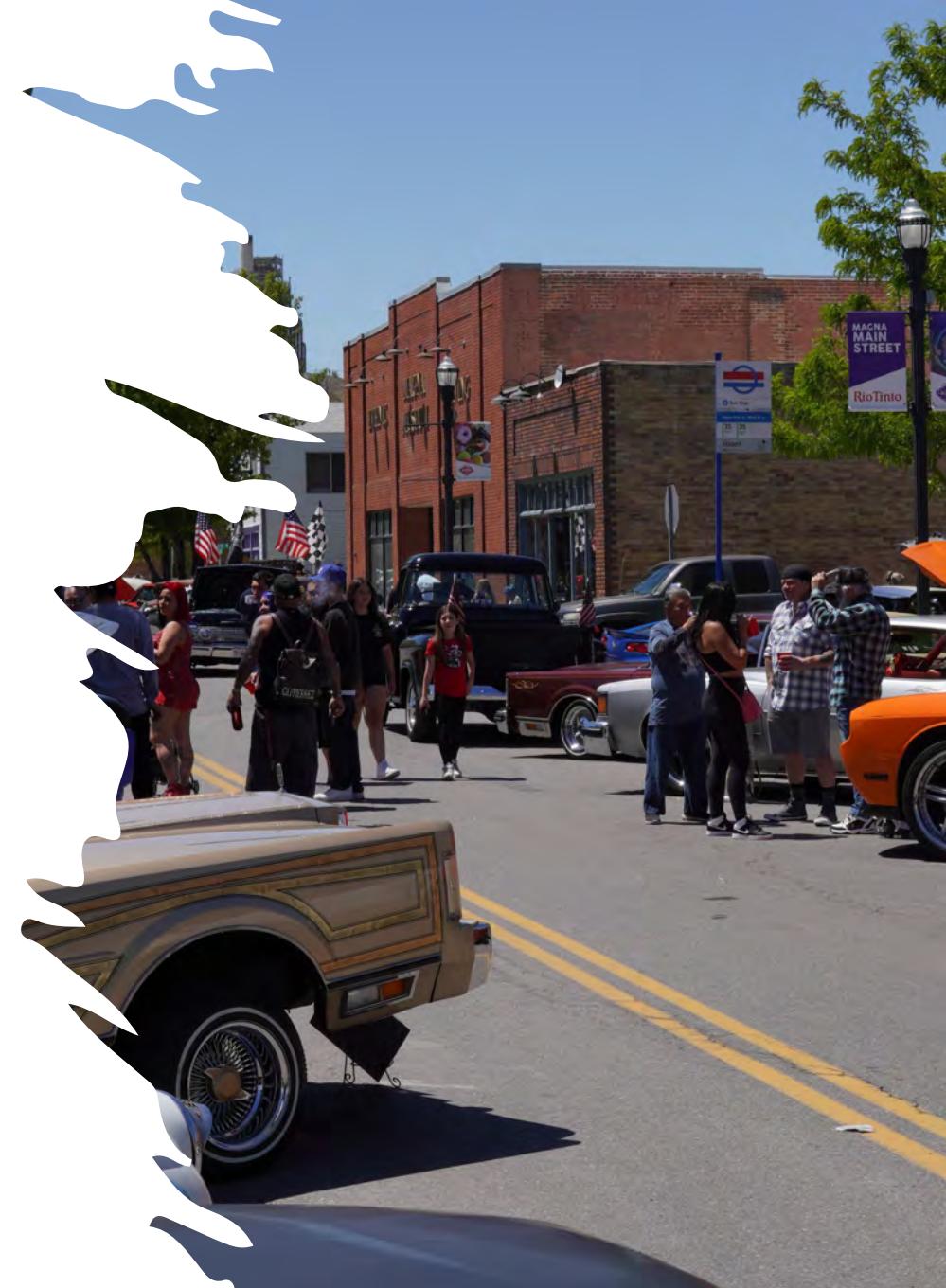


**Summarize proposed ordinance 19:72**  
establishing the Magna Historic District Parking Overlay Zone.

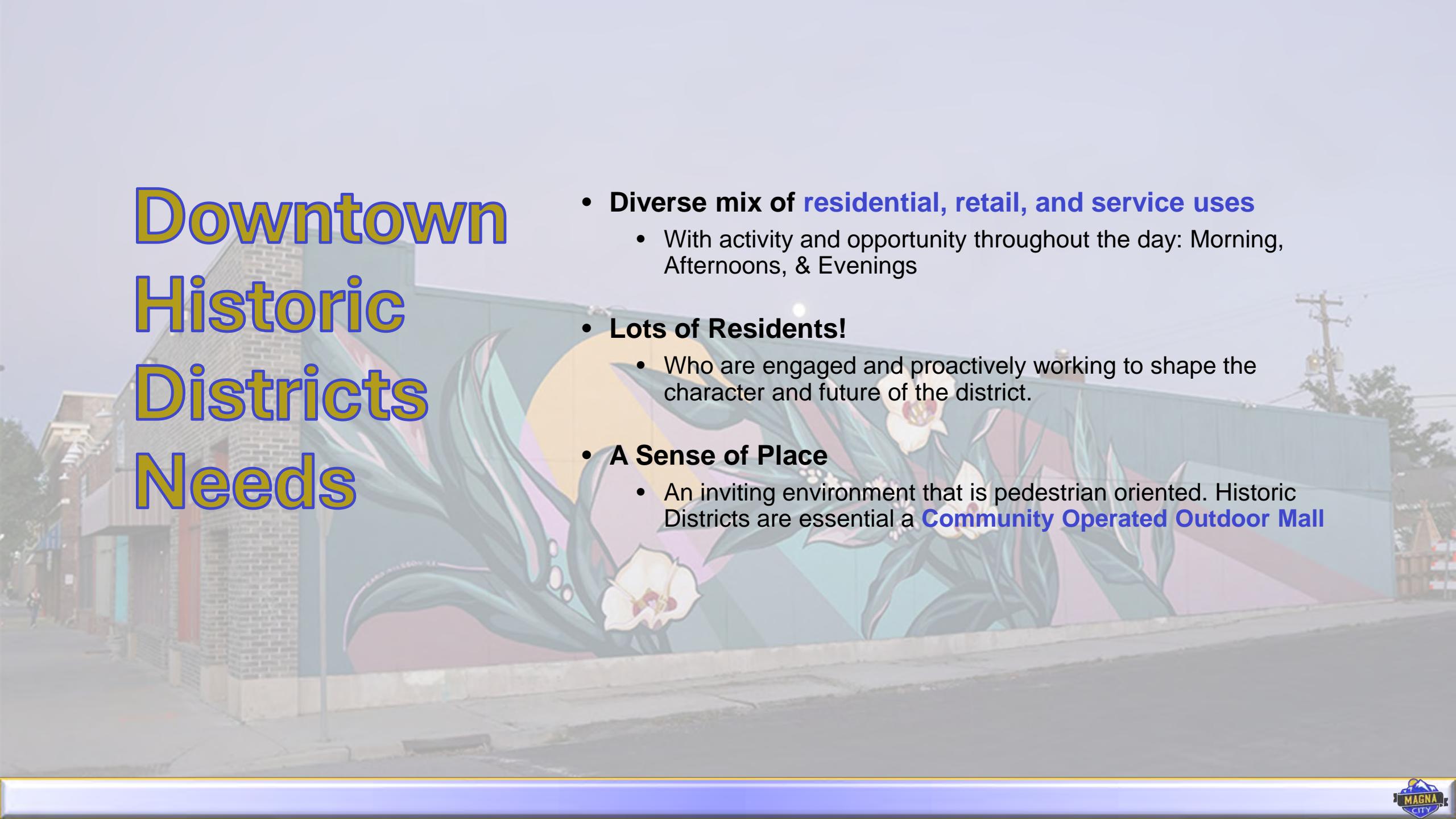
**Define the boundaries** of the Historic District Parking Overlay Zone

**Describe existing conditions** related to parking in the Historic District

**Receive Feedback** from the Planning Commission regarding the proposed ordinance



# Downtown Historic Districts Needs

A large, colorful mural of a tropical flower, possibly a hibiscus, is painted on the side of a building. The flower is white with a red center, and its leaves are green with some pinkish-purple highlights. The building has a brick facade and a white trim around a window. In the background, other buildings and a street lamp are visible under a clear sky.

- **Diverse mix of residential, retail, and service uses**
  - With activity and opportunity throughout the day: Morning, Afternoons, & Evenings
- **Lots of Residents!**
  - Who are engaged and proactively working to shape the character and future of the district.
- **A Sense of Place**
  - An inviting environment that is pedestrian oriented. Historic Districts are essential a **Community Operated Outdoor Mall**

# Why a Parking Overlay Zone?

A comprehensive parking strategy can help Magna achieve these points by ensuring:

1

## Ensuring parking is accessible, distributed, and easily identified

- Make it as easy as possible for visitors to find and use appropriate parking spaces

2

## Encouraging the renovation of existing historic buildings for new uses

- Vacant building in the historic core can become new businesses if potential business owners know that the Historic Downtown can support the visitation they need to be successful.
- New development such as **Arts Place** may increase parking demand in the district

3

## Facilitate new development on empty parcels

- Magna's historic district parcels were not designed to facilitate parking. Without a district parking strategy, parking will encumber every new development opportunity.



# Ordinance Structure Overview

- **11 Sections**

1. Purpose
2. Applicability
3. Definitions
4. Minimum Parking Requirements
5. Parking Management Plan
6. Location of Parking and Associated Use Expectations
7. Credit for On-Street Improvements
8. Shared Parking
9. Public Parking
10. Development Standards
11. Service & Delivery Access



# Ordinance Purpose

1

**Ensure an appropriate level of **vehicular parking, loading, and storage** to support a variety of land uses within the Downtown Historic District;**

- More than just providing parking. The overlay zoning will provide guidance on when and where service and delivery should take place and create clear access and circulation guidance for new and existing lots.

2

**Mitigate the **visual and functional impacts** of surface parking on adjacent land uses and the public realm through appropriate site design standards;**

- The overlay zone intends to ensure that parking lots are attractive, well placed, and clearly identified.

3

**Support the **walkable, pedestrian-oriented character, and economic vitality** of Magna's Historic District.**

- The overlay zone will ensure that as the Historic Downtown grows and develops, the unique character of the area is featured and enhanced

# Applicability

Planning staff feels that to be effective the overlay zone cover the historic district and blocks adjacent but would like feedback from the planning commission on how far down Magna Main Street the zone should continue. **Two options were presented to the PC, of which the planning commission chose to recommend Option A.**

## Option A: All Commercial Zoning



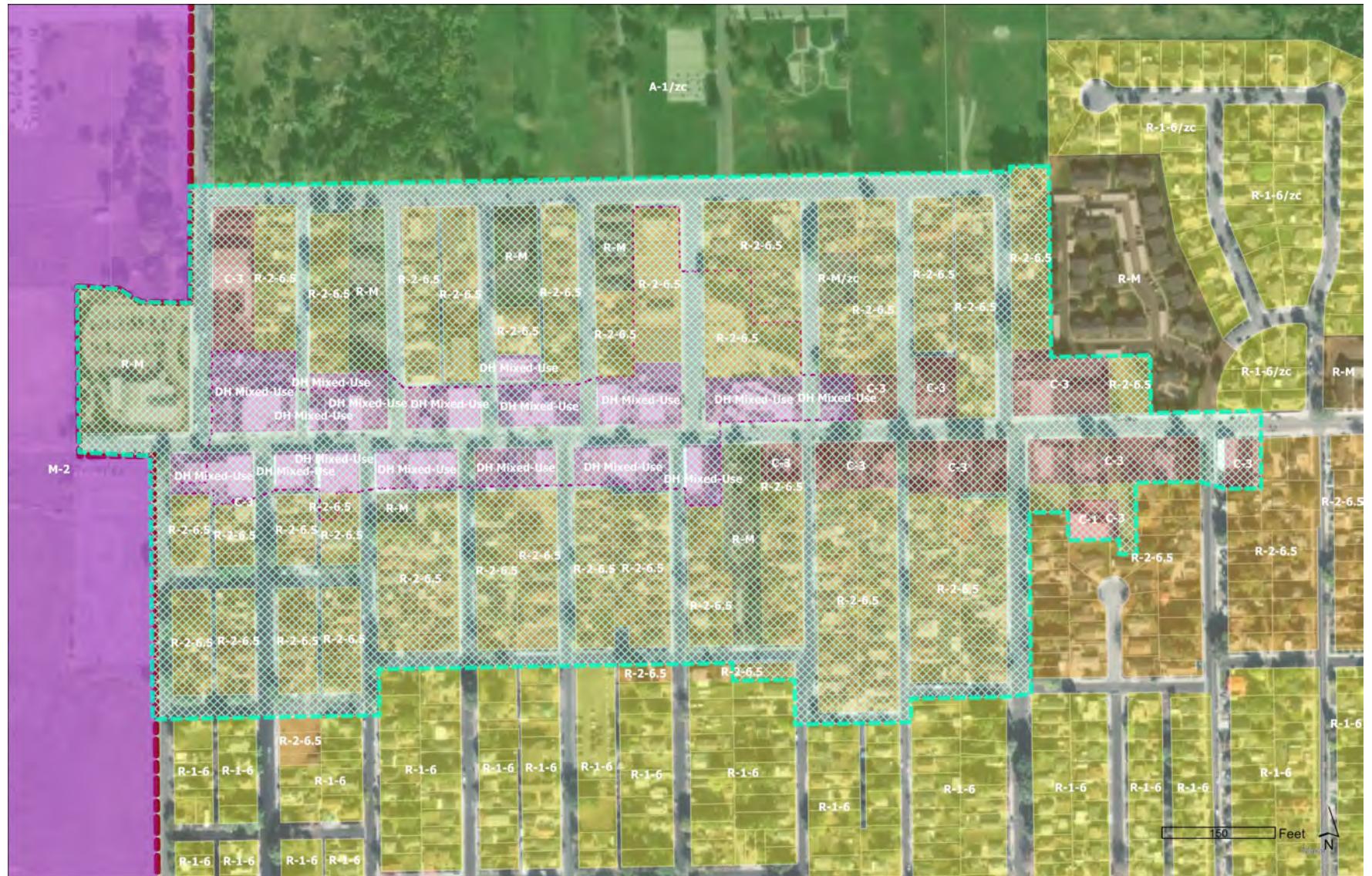
## Option B: Historic Block restricted



# Option A: All Commercial Zoning

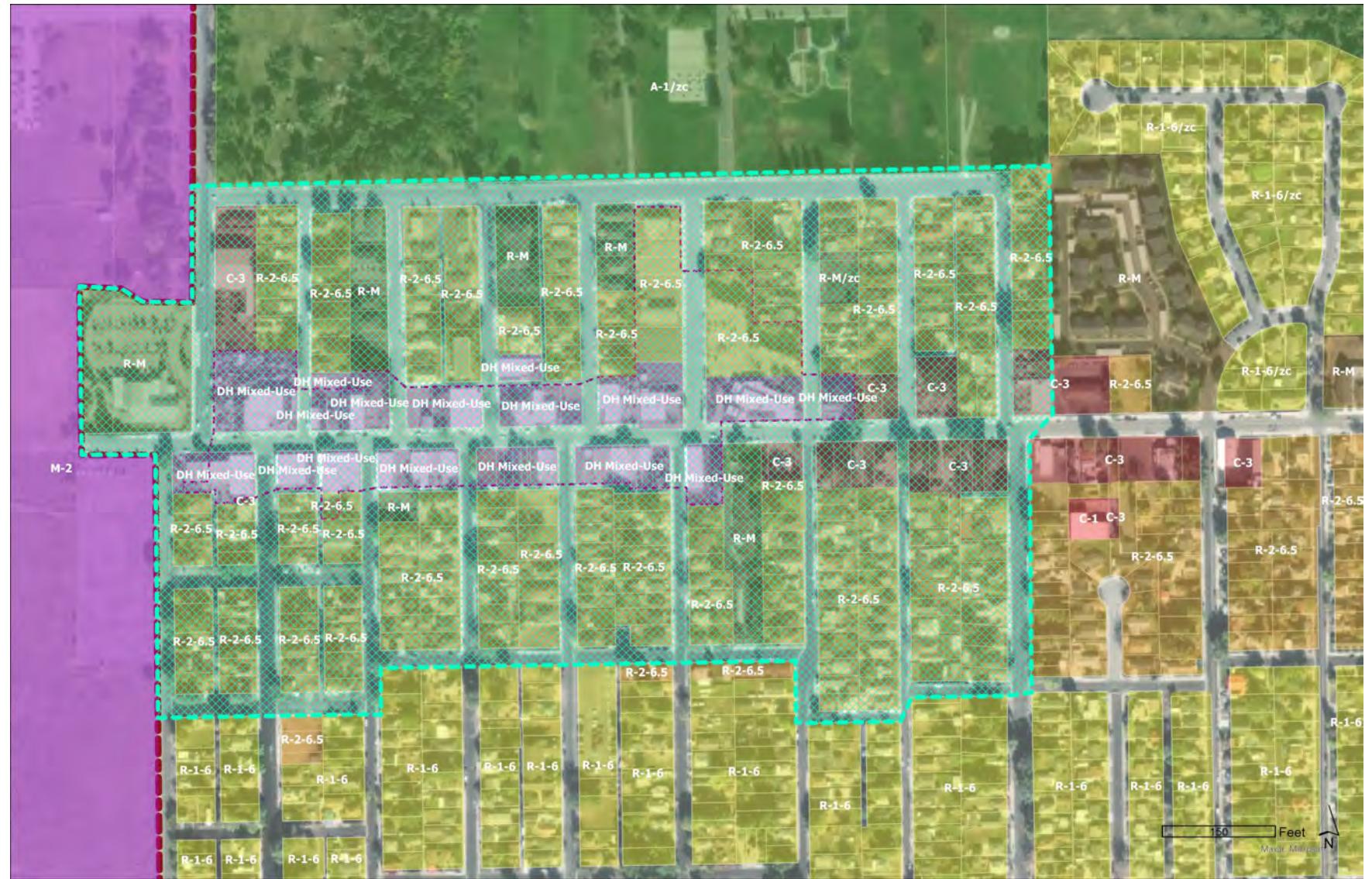
Option A differs from Option B in that it extends the east of the district to encompass all the **Commercial C-3 Zoning** along Main Street.

The **C-3 Zone** has essentially been retired within the municipal Zone Code. Any development that occurs within these zones that includes a change of use will require a zone change



# Option B: Historic Block restricted

**Option B** differs from **Option A** is more confined to the area south of Magna Copper Park.



# Key Definitions

1

## **Parking, Long-Term:**

- Parking intended for use by residents, employees, or others, for a duration **exceeding four (4) continuous hours.**

2

## **Parking, Short-Term:**

- Parking intended for customers or visitors, with high turnover and durations **less than four (4) hours.**

3

## **Parking, Shared:**

- Off-street parking used jointly by multiple uses or properties through a formal agreement approved by the City.

# Key Provisions

## Minimum Parking Requirements

- **Retail & Non-Residential:** 2 spaces per 1,000 SF usable floor area
  - Matches current requirement for retail while providing greater simplicity and clarity for new business.  
Other Retail/Office General - 1 space per 500 sq. ft. of gross floor area used for the display of goods or services
- **Residential:** 1 space/bedroom, max 2/unit
  - Very similar to the current requirement.
  - Encourages the development of smaller unit types in the district.

## Parking Management Plan

- Required for all projects in the overlay zone
- Includes **layout, off-site/shared agreements, ADA compliance, and loading/service access**
- Reviewed and approved by Planning Director

# Key Provisions

## Location Flexibility

- **Off-site parking allowed if:**
  - Secured by lease from a private party or from the municipality.
  - Must be within **800 ft** a primary entrance to the establishment.
  - This is about 1/3 the distance of the entire historic district measured linearly.

## Shared Parking

- Permitted with analysis using demand ratios
- This is a provision that already existing in Magna's code. ([Table 19.48.070](#))

## Public Parking Facilities

- Can count toward parking minimums with Parking Management Plan and Director approval
- Cannot satisfy residential or employee needs unless exception granted by the Director

# Key Provisions

- **On-Street Parking**

- Not allowed to fulfill residential or long-term needs
- Intended for **short-term visitor use only**
  - Less than 4 hrs.
- Potential enforcement (time limits, metering) may be applied by the city

- **Credit for On-Street Improvements**

- Developers may get credit for building new adjacent on-street parking
- Must meet design standards and be approved in Parking Management Plan
- **City Maintains ownership and control** of all parking created in the public right-of-way
  - This is intended to incentivizes the improvement of public spaces along with any development that may take place in the district.

# Development Standards

- **Site Design for Parking Lots**
  - **40' minimum setback from Main Street** build to line for surface parking
    - Preserve space for future development.
  - ADA-compliant design required
  - Promote alley and cross-access
    - Where alleys exist they must be used as the primary access for new parking lots.
    - Promotes safety for pedestrians and improved circulation of auto traffic
- **Service & Delivery Requirements**
  - **No loading/unloading on Magna Main Street**
    - Must use alley or rear access whenever possible
    - Temporary exceptions only with Director-approved plan



# Implementation and Administration



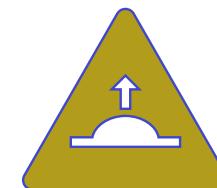
## Director Approval Authority:

Parking Management Plan,  
shared parking agreements,  
Parking and delivery exceptions



## Coordination with Development Review Process

Integrated with land use and building permit approvals



## Monitoring & Adjustments:

Future amendments may refine:  
ratios,  
credits,  
boundaries

# Anticipated Benefits

- **Enhances**
  - historic character and streetscape
- **Prioritizes**
  - pedestrian experience and economic activity
- **Supports**
  - mixed-use infill development
- **Encourages**
  - shared and adaptive use of space
- **Reduces**
  - conflicts from poorly managed parking



# Downtown Parking Lots

Total Acres of Parking = 10.33 acres  
Publicly Accessible Parking Lot = 5.6 acres

## Public Access

- **Commercial** = 1.71 acres
- **City** = .61 acres
- **County** = 1.75 acres

## Limited Public Access

- **Church** = 1.53 acres

## No Public Access

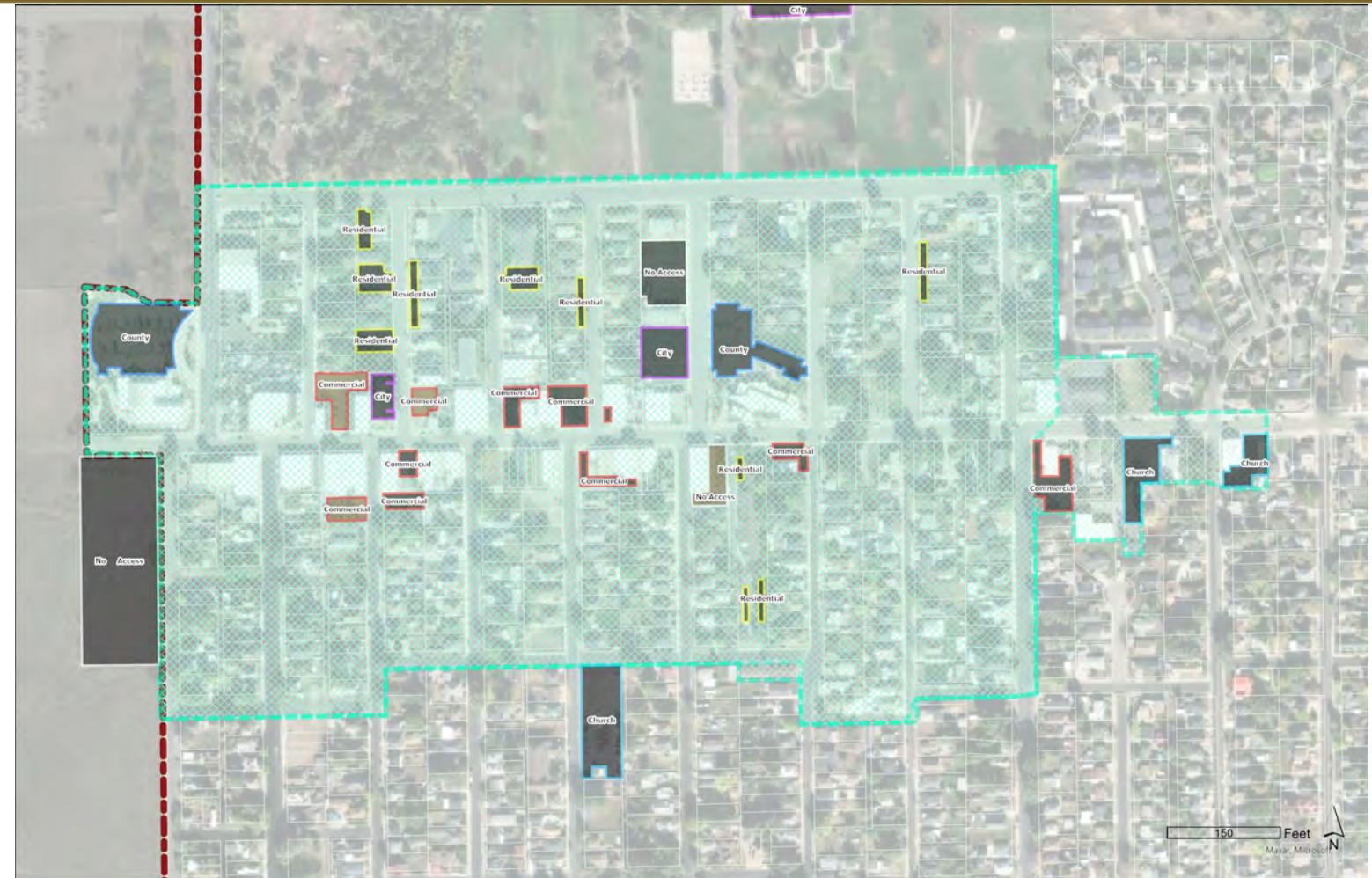
- **Residential** = .92 acres
- **No Access Lots** = 3.81 acres

**Total Acres of Parking = 10.28**

**Publicly Accessible Parking Lot = 5.6**

## Surface Type

- **Paved**
- **Unpaved**



# Downtown Parking Stalls

Total Parking Stalls = 1,746

Publicly Accessible Stalls = 1,597

## Off-Street Parking

• OFF-STREET CITY	<b>76</b>
• OFF-STREET COMMERCIAL	<b>260</b>
• OFF-STREET RESIDENTIAL	<b>149</b>
• OFF-STREET SLCO	<b>170</b>

Total Off-Street Parking = **655**

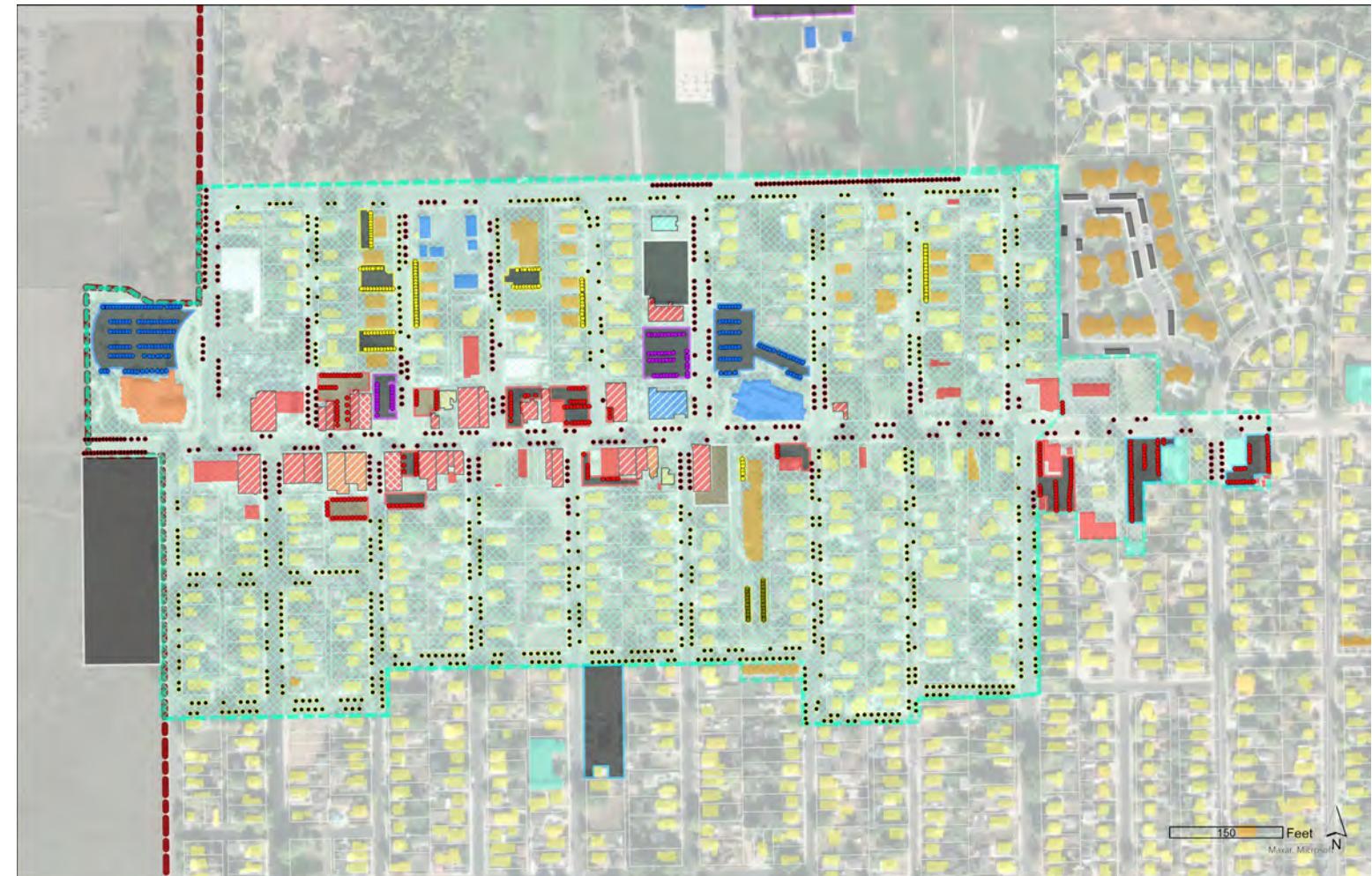
## On-Street Parking

• ON-STREET COMMERCIAL	<b>431</b>
• ON-STREET RESIDENTIAL	<b>660</b>

Total On-Street Parking = **1,091**

**Total Parking = 1,746**

**Publicly Accessible = 1,597**



# Parking Demand

Combined Commercial/Governmental/Residential  
Parking Demand = **931 stalls**

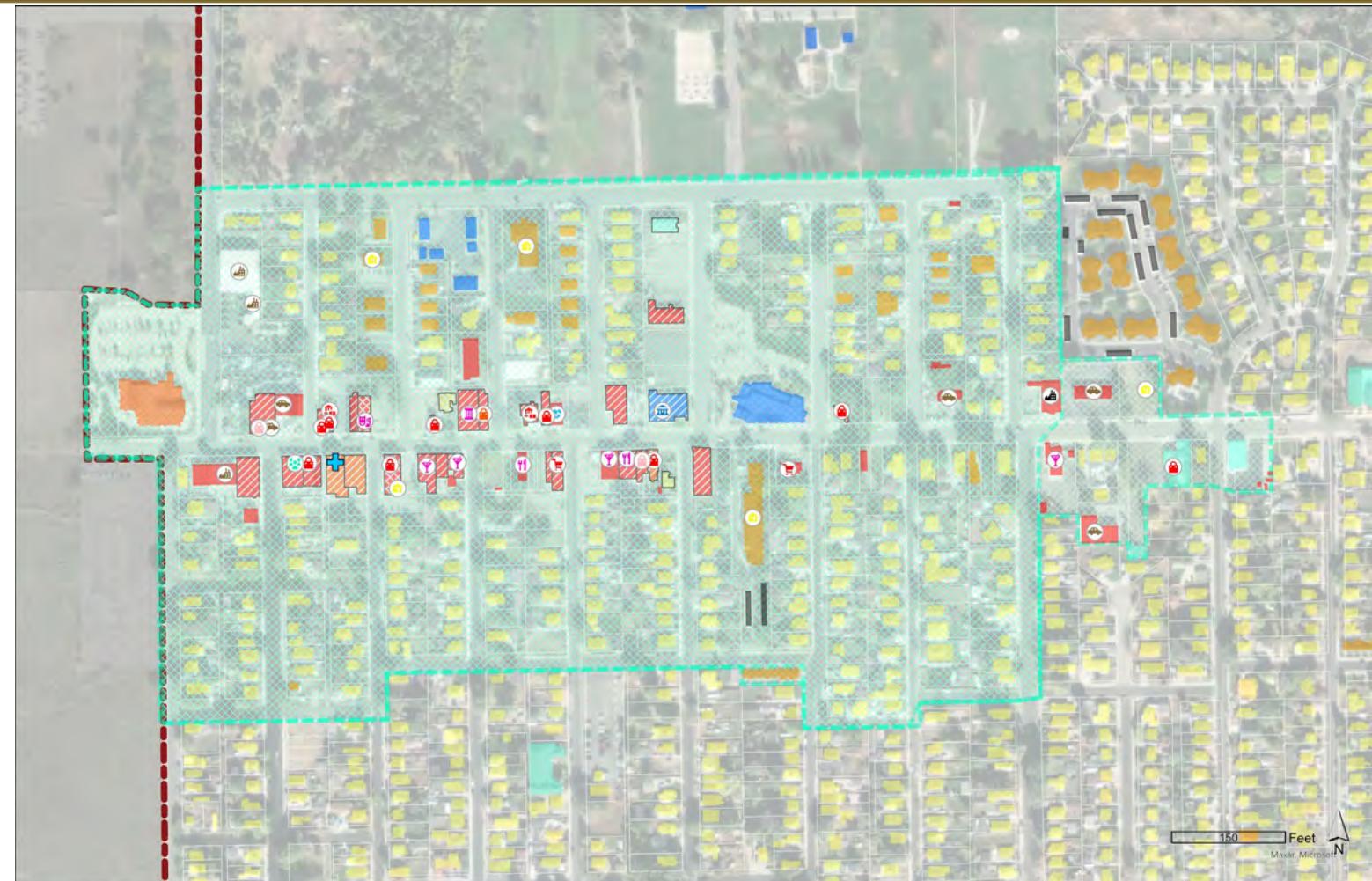
## Commercial / Government Uses

Total Demand = 522

4	Bar/Club	20 per = 80
2	Restaurant	10 per = 20
1	Theater	80 per = 80
1	Museum	15 per = 15
9	Service/Retail	5 per = 45
2	Market	5 per = 45
2	Financial	5 per = 10
4	Automotive	5 per = 20
3	Manufacturing	5 per = 20
1	Child Care	<b>5 per = 5</b>
1	Construction	5 per = 5
1	Health Care	8 per = 8
3	Municipal	40 per = 120
5	Property Management	2 per = 10
2	Salon/Beauty	5 per = 10
1	Social NP	5 per = 5
1	Tattoo	8 per = 8
16	Personal BL	2 per = 16

Residential Units of all Types = 409

Total Demand = 409



# Parking Utilization

**Total Parking Stalls in the District = 1,746**  
**Average Utilization Rate = 13.5%**

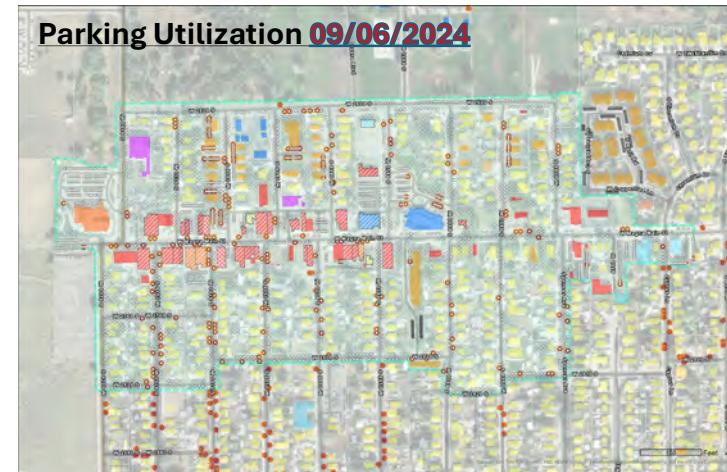
Parking utilization study was conducted by taking counts of parked vehicles from available drone and aerial imagery of the district.

Counts are taken from within Overlay Option A

## Parking Utilization 09/06/2024

Total Stalls Occupied = 189

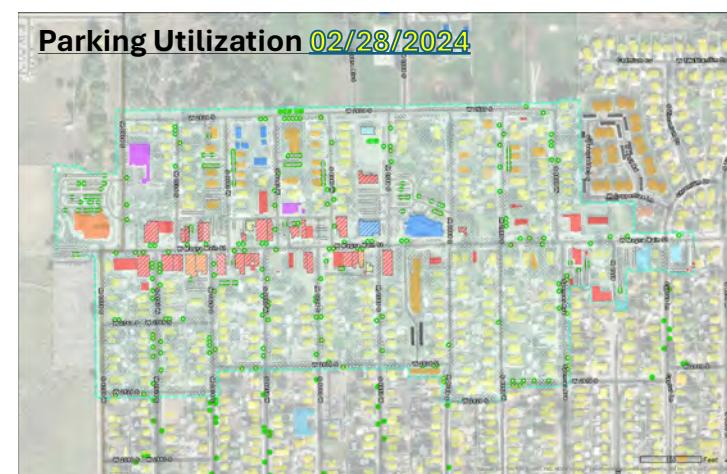
Utilization Rate = 11%



## Parking Utilization 02/28/2024

Total Stalls Occupied = 230

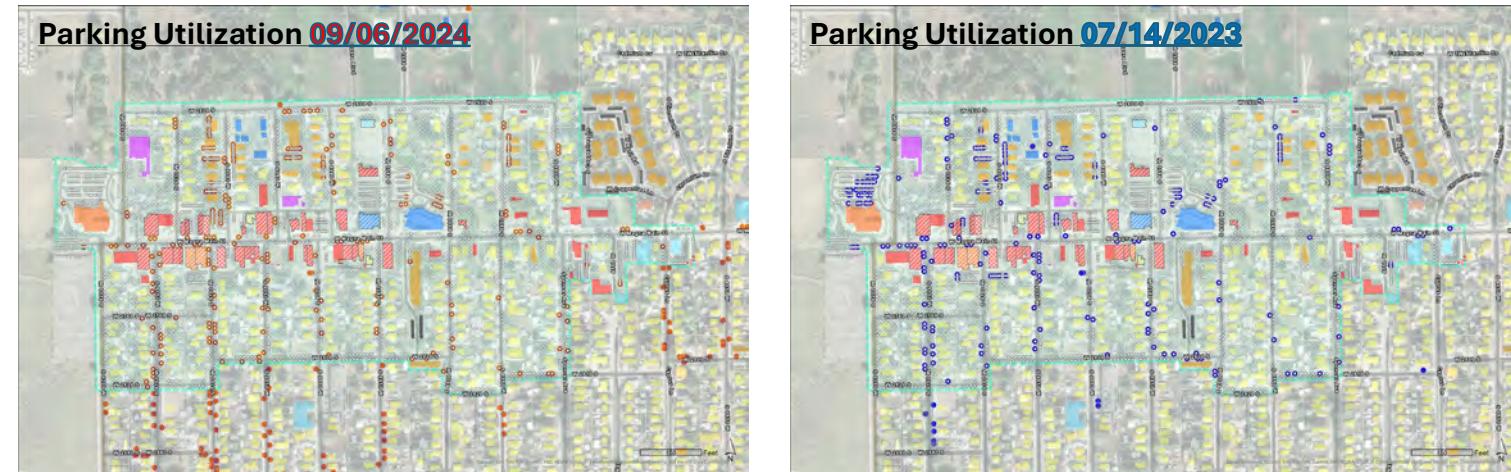
Utilization Rate = 13%



## Parking Utilization 07/14/2023

Total Stalls Occupied = 240

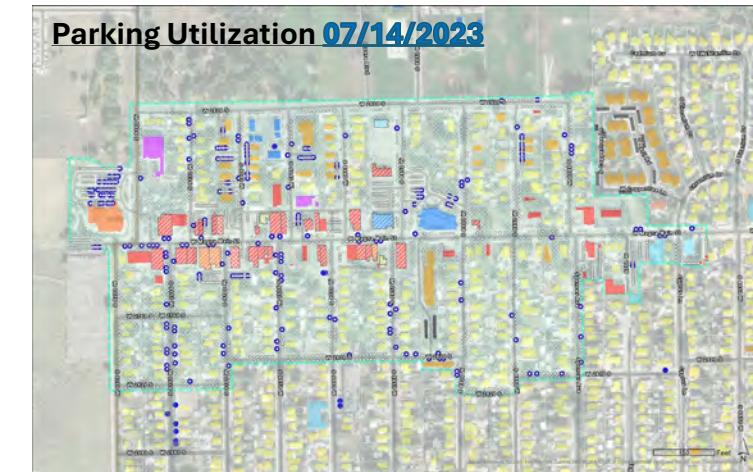
Utilization Rate = 14%



## Parking Utilization 05/29/2023

Total Stalls Occupied = 283

Utilization Rate = 16%



# Downtown Parking Stall Potential Additions

## Off-Street Parking

- OFF-STREET CITY 76
- OFF-STREET COMMERCIAL 260
- OFF-STREET RESIDENTIAL 149
- OFF-STREET SLCO 170

## On-Street Parking

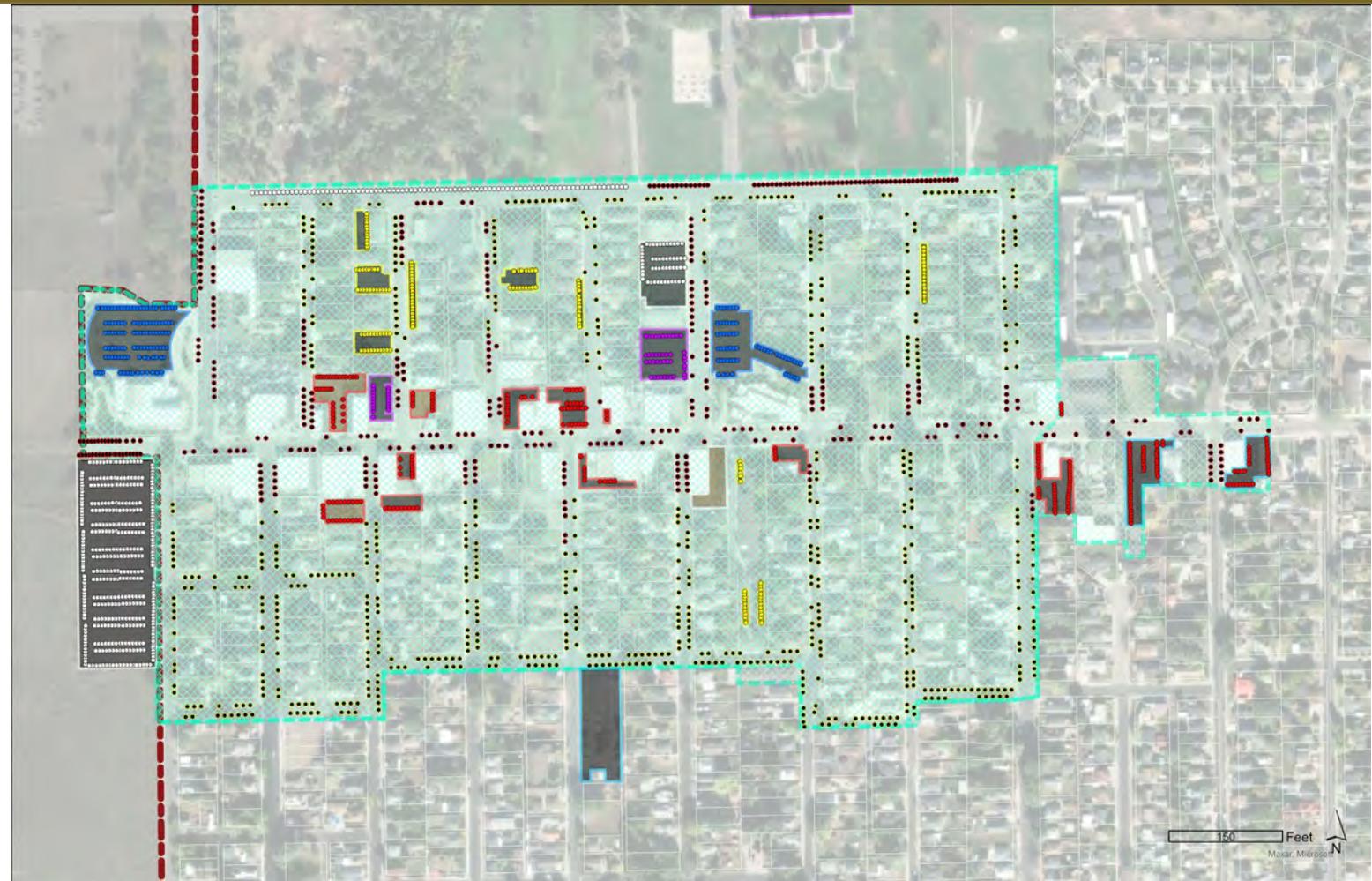
- ON-STREET COMMERCIAL 431
- ON-STREET RESIDENTIAL 660

## Potential Stalls

- POTENTIAL DRIVERS ED LOT 393
- POTENTIAL LOCAL 392 LOT 52
- POTENTIAL ON-STREET 2600 ANGLED PARKING 86

**Total Potential Additional Stalls = 531**

**Total Stalls with additions = 2,277**



# Thank you for your time and attention!

- Are there any questions or comments from the Council?
- Is the Council ready to vote on this proposed Ordinance Addition?
  - Options are:
- **Adopt the Ordinance as Presented**
  - The council votes to approve and enact the ordinance as written. It will take effect upon publication.
- **Adopt the Ordinance with Modification or Amendment**
  - The council may make revisions during the meeting before adoption.
- **Postpone or Table the Ordinance**
  - The council can defer action to a future meeting to allow more time for review, public input, or staff revision.
- **Deny the Ordinance**
  - The council may vote to reject the proposed ordinance entirely. The item fails unless reintroduced in a later session.

# Parking Utilization

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**Average Utilization Rate = 13.5%**

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Counts are taken from within Overlay Option A

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## Parking Utilization 02/28/2024

Total Stalls Occupied = 230

Utilization Rate = 13%

## Parking Utilization 07/14/2023

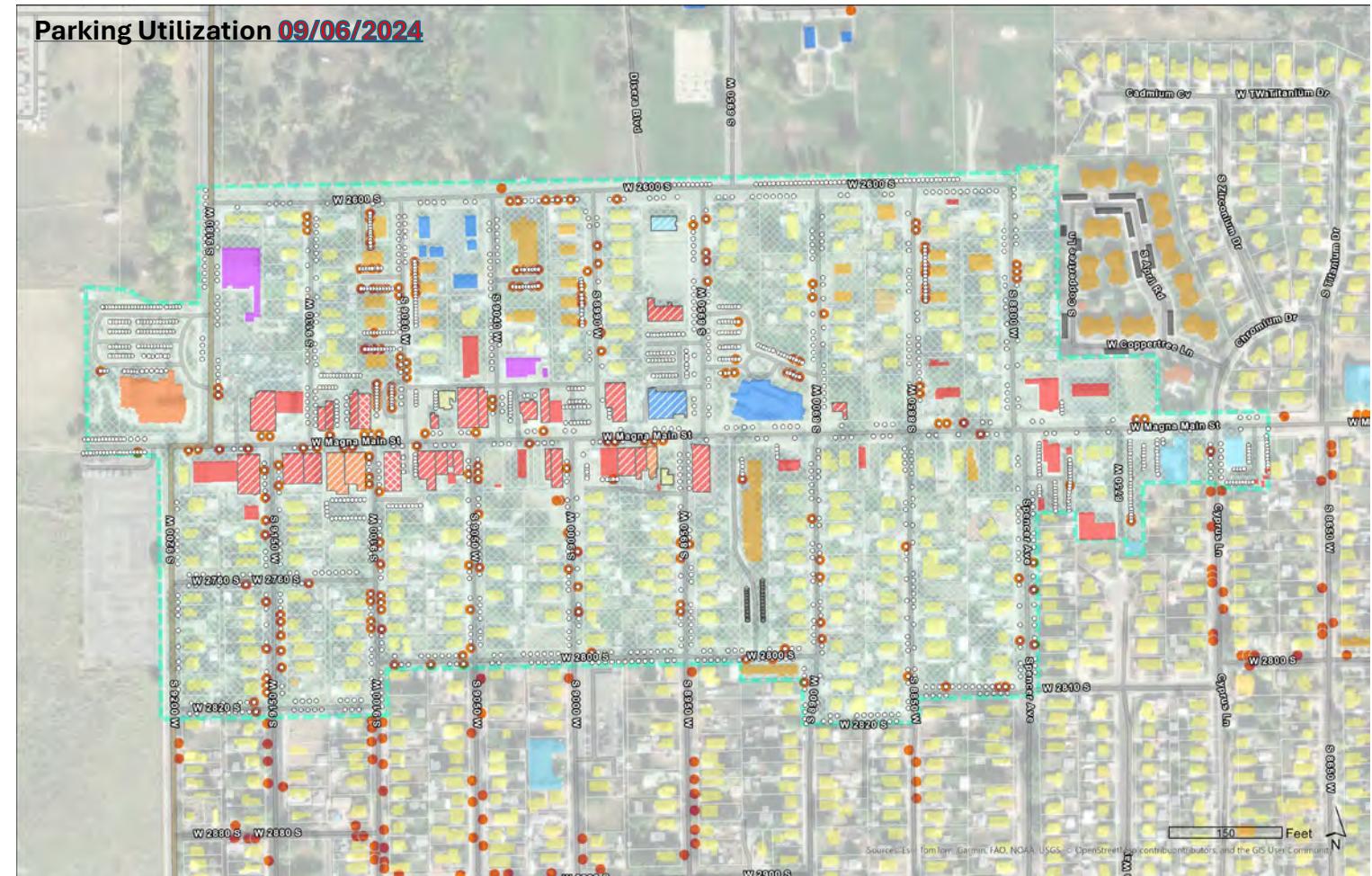
Total Stalls Occupied = 240

Utilization Rate = 14%

## Parking Utilization 05/29/2023

Total Stalls Occupied = 283

Utilization Rate = 16%



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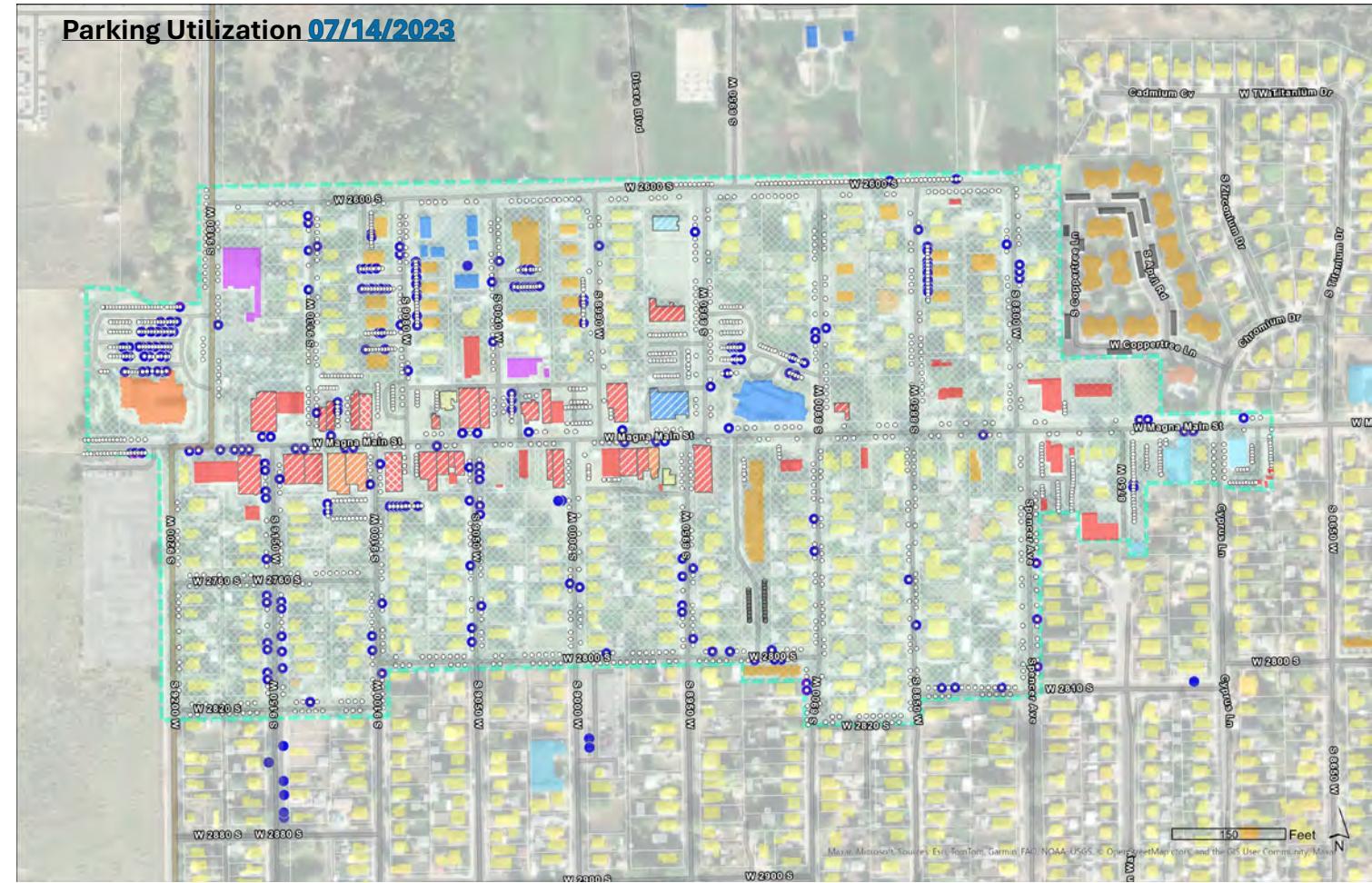
Total Stalls Occupied = 240

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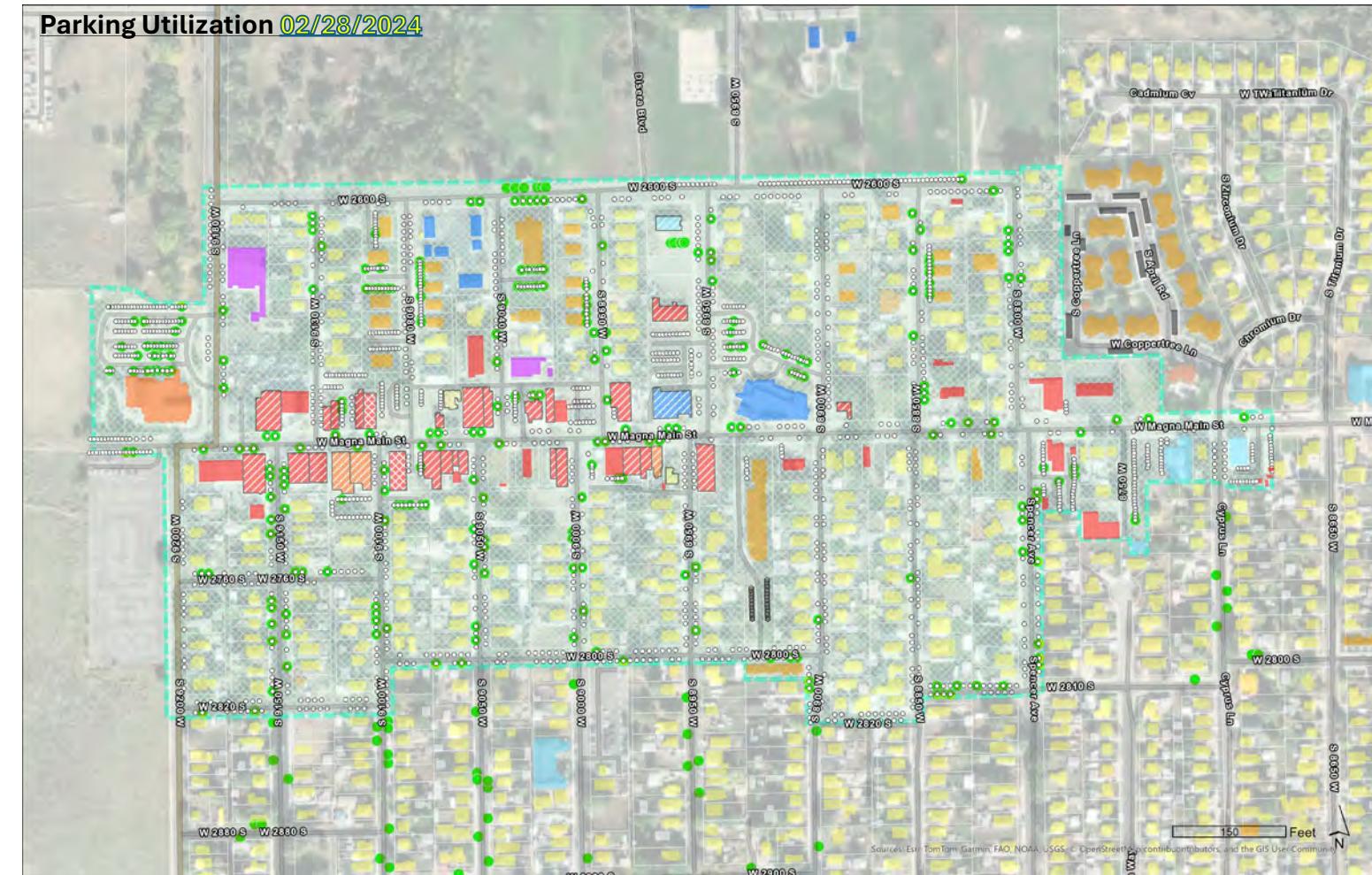
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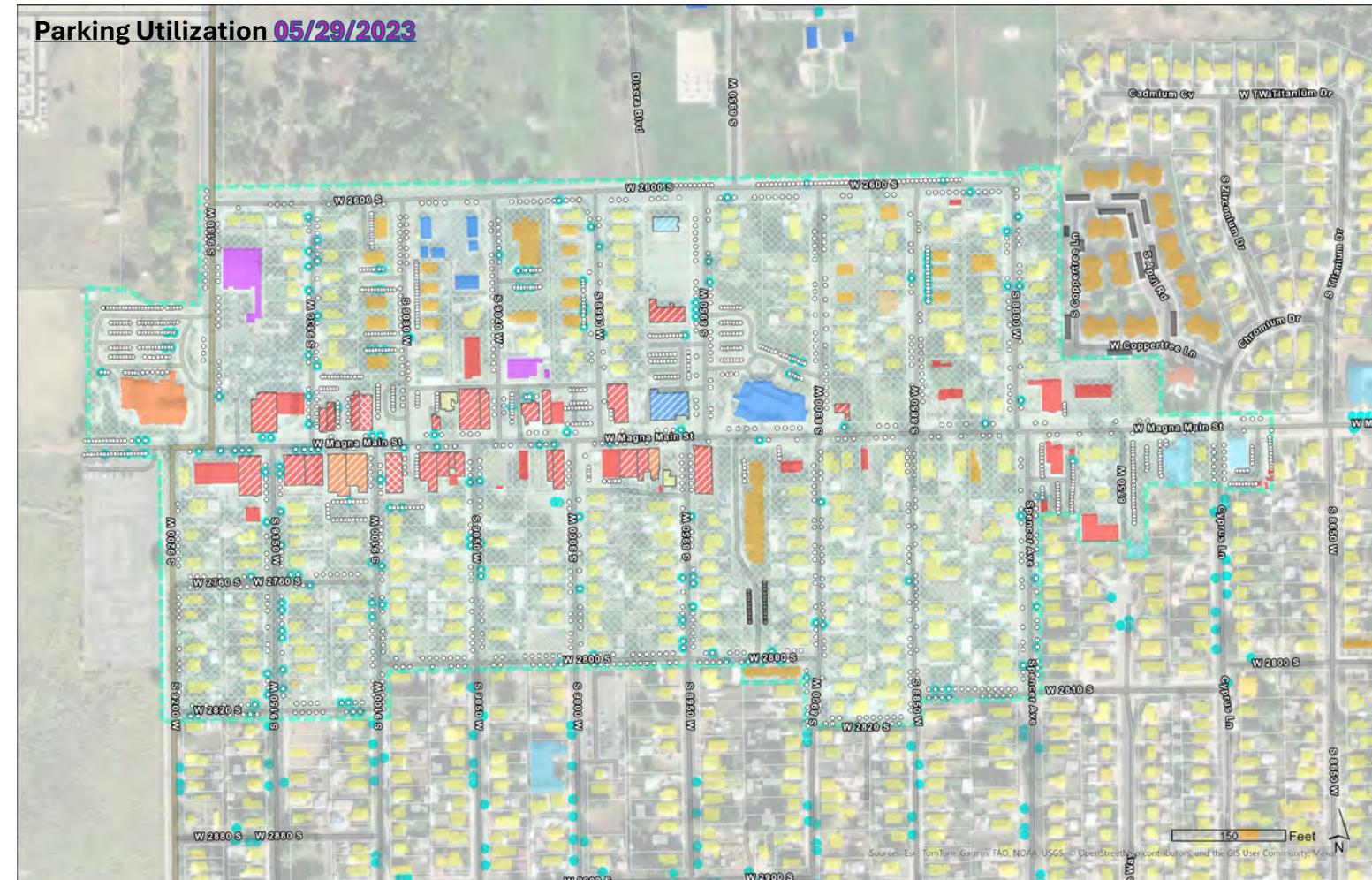
Total Stalls Occupied = 240

Utilization Rate = 14%

## Parking Utilization 05/29/2023

Total Stalls Occupied = 283

Utilization Rate = 16%





## MAGNA CITY COUNCIL

ORDINANCE NO. 2025-O-24

DATE: December 9, 2025

### **AN ORDINANCE TO INITIATE THE ESTABLISHMENT OF THE CITY OF MAGNA DATA PRIVACY PROGRAM; DESIGNATE CHIEF ADMINISTRATIVE AND AUTHORIZED RECORDS OFFICERS; REQUIRE RECORDS FOR PROOF OF OFFICER AND EMPLOYEE PRIVACY TRAINING; PREPARE WEBSITE DATA PRIVACY NOTICE; ENDORSE THE STATE OF UTAH'S DATA PRIVACY POLICY; AND COMPLETE MAGNA'S INTERNAL DATA PRIVACY PROGRAM REPORT**

**WHEREAS**, the Magna City Council (“**Council**”) adopts programs to guide decision-making and policy; and

**WHEREAS**, the State of Utah requires each governmental entity, including the City of Magna (“**Magna**”), to initiate a data privacy program (“**DPP**”) that recognizes the state policy that “an individual has a fundamental interest in and inherent expectation of privacy regarding the individual’s personal data that an individual provides to a governmental entity” and each governmental entity shall process personal data consistent with this state policy pursuant to Utah Code § 63A-19-401; and

**WHEREAS**, the Utah State Legislature enacted HB 444, Data Privacy Amendments, in 2025, which requires Magna to prepare an internal DPP report (“**Report**”) no later than December 31, 2025, pursuant to Utah Code Ann. § 63A-19-401.3; and

**WHEREAS**, the Council resolves to fully comply with the requirements of Utah Code, Title 63A, Chapter 19, Government Data Privacy Act (“**GDPA**”); Utah Code, Title 63G, Chapter 2, Government Records Access and Management Act (“**GRAMA**”); and Utah Government Operations Code, Title 63A; including the completion of the Report; and

**WHEREAS**, Magna is a member of the Greater Salt Lake Municipal Services District (“**MSD**”) that collects the majority of data from the residents of the MSD member cities and towns for Planning & Development services. Magna supports MSD’s own Data Privacy Program as approved by the MSD Board of Trustees; and

**WHEREAS**, the Council desires to initiate and establish an official Magna DPP to be developed and implemented over time to comply with the requirements of Utah Code, Title 63A, Chapter 19, Part 4, Duties of Governmental Entities, and other applicable laws; and

**WHEREAS**, the Council desires to appoint a Chief Administrative Officer (“**CAO**”) and an administrative records officer (“**ARO**”) for the City’s DPP.

**NOW, THEREFORE BE IT ORDAINED** by the Magna City Council that:

1. Approval of Forms: The Council approves the following forms:

- a. The internal privacy report form template included as **Exhibit A** of this Ordinance; and
  - b. The website data privacy statement attached as **Exhibit B** of this Ordinance.
2. Appointment of CAO: The Council designates Marla Howard, General Manager Greater Salt Lake Municipal Services District as the CAO of the Magna DPP and directs the CAO to:
  - a. Obtain all required training(s); and
  - b. Oversee the compliance of all Magna staff and applicable agents with the data privacy training pursuant to Utah Code § 63A-19-401.2; and
  - c. Report the names of the designated CAO and ARO to the Division of Archives and Records Services pursuant to Utah Code Subsections 63A-12-103(8)(c)(ii) and 63G-2-108; and
  - d. Prepare the Report to the best of the CAO's ability using the template attached as Exhibit A in accordance with applicable law and to file the completed report in Magna's records, provided that such report will be a protected record; and
  - e. Prepare the website data privacy statement in a manner that is substantially similar to the notice template attached as Exhibit B and publish the completed statement to the City of Magna's official website and the Utah Public Notice Website.
3. Appointment of ARO: The Council designates Diana Baun, City Recorder as the ARO of the Magna DPP to fulfill all duties under applicable law and Magna ordinances and directs the ARO to take all required training(s).
4. Endorsement: The Council endorses the State of Utah's data privacy policy.
5. Enactment of DPP: The Council approves:
  - a. The initiation and establishment of the Magna DPP, with direction to the Mayor and staff to and present to the Council for approval at a later date such other ordinances, rules, or policies needed to implement the DPP and to comply with applicable law; and
  - b. The designation of the CAO and appointment of the ARO, the intended recordkeeping for proof of completion of ARO training and certification and employee privacy training; and

- c. The preparation and publication of the website data privacy notice; and
- d. The completion of the Report.

6. Additional Direction to Mayor and Staff: The Mayor and staff are authorized and directed to take such other steps as may be needed:

- a. For this Ordinance to become effective under Utah law; and
- b. To make any non-substantive edits to correct any scrivener's, formatting, and numbering errors that may be needed, if any, to this Ordinance.

7. 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.

8. Effective Date: This Ordinance will go into effect immediately.

[execution on following page]

ADOPTED AND APPROVED at a duly called meeting of the Magna City Council on this 9<sup>th</sup> day of December 2025.

CITY OF MAGNA

---

By: Eric Barney, Mayor

ATTEST:

---

Diana Baun, City Recorder

Voting:

Mayor 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 published on the Utah Public Notice Website per Utah Code §10-3-711: \_\_\_\_\_

Effective date of ordinance: \_\_\_\_\_

**SUMMARY OF  
CITY OF MAGNA  
ORDINANCE NO. 2025-O-24**

On December 9, 2025, the Magna City Council enacted Ordinance No. 2025-O-24 to: (1) establish a data privacy program per H.B. 444; (2) designate chief administrative and authorized records officers; (3) require records for proof of officer and employee privacy training; (4) prepare a website data privacy notice; (5) endorse the State of Utah's data privacy policy; and (6) complete an initial data privacy program report.

CITY OF MAGNA

---

By: Eric Barney, Mayor

ATTEST:

---

Diana Baun, City Recorder

Voting:

Mayor 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-24 is available in the office of the Magna City Recorder, 860 Levoy Drive, Suite 300, Taylorsville, Utah 84123.

**EXHIBIT A**

**CITY OF MAGNA TEMPLATE DATA PRIVACY PROGRAM REPORT**

## Section 1: Governmental Entity Information

**Governmental Entity Name:** Magna

**Governmental Entity Type (Select One):**

State Agency

Interlocal

County

Associations of Government

Municipality

Charter School

Special Service District

Public School

Board or Commission

Independent or Quasi-Government

College or University

Other \_\_\_\_\_

**Mailing Address:**

---

**Chief Administrative Officer (CAO):**

- Name: \_\_\_\_\_
- Title: \_\_\_\_\_
- Email: \_\_\_\_\_
- Phone: \_\_\_\_\_
- Date of Report Completion: \_\_\_\_\_

## Section 2: Privacy Program Status

*Utah Code Ann. Subsection 63A-19-401.3(1)(a):*

- Has your governmental entity initiated a **privacy program**?

Yes

No

- What mechanism(s) has your governmental entity used to initiate its **privacy program**?

Administrative Rule

Ordinance

Resolution

Policy

Privacy Program Report

Other: \_\_\_\_\_

### **Section 3: Privacy Practices, Maturity and Strategies**

*Utah Code Ann. Subsections 63A-19-401.3(1)(b)(i) and (ii):*

#### **Privacy Practice Maturity Model:**

Level	Description
Level 0 Non-Existent	The practice is not implemented or acknowledged.
Level 1 Ad Hoc	The practice may occur but is undocumented (no policies or procedures), application is reactive and not standardized.
Level 2 Defined	The practice is implemented and documented, but documentation may not cover all relevant aspects, and application may be informal and inconsistent.
Level 3 Consistently Implemented	The practice is documented to cover all relevant aspects, application is formal and consistent.
Level 4 Managed	The practice is actively managed with metrics that are regularly reviewed to assess efficacy and facilitate improvement.
Level 5 Optimized	The practice is fully embedded in the entity with recognition and understanding across the workforce through active training and awareness campaigns, and inclusion in operations and strategy.

**Privacy Practices Implemented:**

List all privacy practices implemented, and the strategies your entity will implement, in the coming calendar year to improve its privacy practices and program. The Office recommends entities indicate the current maturity level (0–5) of each practice and select the target maturity they plan to achieve for a given practice by the end of the following calendar year. This will be beneficial to the entity in moving their privacy programs forward.

Governance				
Practice	Implemented	Current Maturity	Strategies for Improvement	Target Maturity
Gov-1. Chief Administrative Officer (CAO) Designation	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0	<i>Example Strategy:</i> Adopt policy or ordinance formally adopting this practice and defines who will make CAO designation and how that designation will be made.	Level 0
Gov-2. Records Officers Appointment	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0	<i>Example Strategy:</i> Adopt policy or ordinance formally adopting this practice and defines how the CAO will appoint records officers and review appointments.	Level 0
Gov-3. Records Officer Training and Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0	<i>Example Strategy:</i> Adopt policy or ordinance formally adopting this practice and require records	Level 0

officers complete certification.				
Gov-4. Statewide Privacy Awareness Training	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0
Gov-5. Privacy Program Report	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0

Identify				
Practice	Implemented	Current Maturity	Strategies for Improvement	Target Maturity
Ide-1. Record Series Creation and Maintenance	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0
Ide-2. Record Series Designation and Classification	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0
Ide-3. Retention Schedule Proposal and Approval	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0
Ide-4. Record Series Privacy Annotation	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0

Ide-5. Inventorying	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0	<i>Example strategy:</i> Adopt policy or ordinance that formally adopts this practice.	Level 0
Ide-6. Privacy Impact Assessment	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0
Ide-7. Record and Data Sharing, Selling, or Purchasing	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0	<i>Example Strategy:</i> Adopt policy or ordinance requiring any sharing, selling or purchasing of data be reported and inventoried.	Level 0

Control				
Practice	Implemented	Current Maturity	Strategies for Improvement	Target Maturity
Con-1. Data Subject Requests for Access	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0
Con-2. Data Subject Requests for Amendment or Correction	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0
Con-3. Data Subject Requests for an Explanation	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0

Con-4. Data Subject Request At-Risk Employee Restrictions	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0
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Communicate				
Practice	Implemented	Current Maturity	Strategies for Improvement	Target Maturity
Com-1. Website Privacy Notice (Policy)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0
Com-2. Privacy Notice (Notice to Provider of Information)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0

Protect				
Practice	Implemented	Current Maturity	Strategies for Improvement	Target Maturity
Pro-1. Minimum Data Necessary	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0
Pro-2. Record Retention and Disposition	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0
Pro-3. Incident Response	<input type="checkbox"/> Yes	Level 0		Level 0

	<input type="checkbox"/> No			
Pro-4. Breach Notification	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0

Other Privacy Practices Implemented by the Governmental Entity				
Practice	Implemented	Current Maturity	Strategies for Improvement	Target Maturity
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Level 0		Level 0

#### Section 4: High-Risk Processing Activities

*Fulfills requirement of Subsection 63A-19-401.3(1)(b)(iii):* The chief administrative officer of each governmental entity shall prepare a report that includes a description of: the governmental entity's high-risk processing activities.

**Definition** – Utah Code § 63A-19-101(17)(a) and (b):

- (a) “**High-risk processing activities**” means a governmental entity’s processing of personal data that may have a significant impact on an individual’s privacy interests, based on factors that include:
  - (i) the sensitivity of the personal data processed;
  - (ii) the amount of personal data being processed;

(iii) the individual's ability to consent to the processing of personal data; and  
(iv) risks of unauthorized access or use.

(b) High-risk processing activities may include the use of:

(i) facial recognition technology

(ii) automated decision making

(iii) profiling

(iv) genetic data

(v) biometric data

(vi) geolocation data.

#### **4.1 High-Risk Activities:**

Select all applicable high-risk processing activities your entity engages in and provide a brief description of the purposes and uses of each activity.

**Facial recognition technology**

Explanation of Purpose:

---

**Automated decision making**

Explanation of Purpose:

---

**Profiling (e.g., behavioral or predictive analysis)**

Explanation of Purpose:

---

**Genetic data processing**

Explanation of Purpose:

---

**Biometric data processing (e.g., fingerprints, voice, iris scans)**

Explanation of Purpose:

---

**Geolocation data processing**

Explanation of Purpose:

---

#### **4.2 Additional high-risk activities (not listed above):**

List any other processing activities your entity has identified as high-risk under the statutory definition and a brief description of the purposes and uses of each.

[Insert narrative or list here]

---

### **Section 5: Personal Data Sharing, Selling, and Purchasing**

#### **5.1 Personal Data Sharing, Selling, and Purchasing**

*Fulfills requirements of Subsections 63A-19-401.3(1)(c) and (d):*

The chief administrative officer of each governmental entity shall prepare a report that includes: **a list of the types of personal data the governmental entity currently shares, sells, or purchases and the legal basis for sharing, selling, or purchasing personal data.**

Using the checkboxes below identify whether, and the types of, personal data that your governmental entity shares, sells, or purchases and provide a summary of the legal basis for the sharing, selling, or purchasing.

Types of Personal Data	Share, Sell and Purchase Status	Legal Basis for Sharing, Selling or Purchasing
<b>Basic Identification &amp; Contact Information</b> <ul style="list-style-type: none"><li>● Full Name</li><li>● Date of Birth</li><li>● Place of Birth</li><li>● Gender</li><li>● Age</li></ul>	<input type="checkbox"/> Share  <input type="checkbox"/> Sell	

<ul style="list-style-type: none"> <li>● Government-Issued Identifiers: <ul style="list-style-type: none"> <li>○ Social Security Number</li> <li>○ Driver's License or State ID Number</li> <li>○ Passport Number</li> <li>○ Other national or government-assigned IDs</li> </ul> </li> <li>● Contact Information: <ul style="list-style-type: none"> <li>○ Home Address</li> <li>○ Email Address(es)</li> <li>○ Phone Number(s)</li> <li>○ Mailing Address (if different from home address)</li> </ul> </li> </ul>	<input type="checkbox"/> Purchase <input type="checkbox"/> N/A	
<ul style="list-style-type: none"> <li>● <b>Demographic &amp; Personal Characteristics</b></li> <li>● Race or Ethnicity</li> <li>● Marital Status</li> <li>● Nationality or Citizenship</li> <li>● Language Preferences</li> <li>● Household Information <ul style="list-style-type: none"> <li>○ Household Size</li> <li>○ Household Composition</li> </ul> </li> </ul>	<input type="checkbox"/> Share <input type="checkbox"/> Sell <input type="checkbox"/> Purchase <input type="checkbox"/> N/A	

<ul style="list-style-type: none"> <li>● <b>Employment &amp; Professional Information</b></li> <li>● Job Title and Position</li> <li>● Employment History</li> <li>● Employer Name</li> <li>● Professional Credentials <ul style="list-style-type: none"> <li>○ Professional Licenses</li> <li>○ Certifications</li> </ul> </li> <li>● Work Contact Information</li> </ul>	<input type="checkbox"/> Share <input type="checkbox"/> Sell <input type="checkbox"/> Purchase <input type="checkbox"/> N/A	
<ul style="list-style-type: none"> <li>● <b>Financial Data</b></li> <li>● Banking Details <ul style="list-style-type: none"> <li>○ Bank Account Numbers</li> <li>○ Credit Card Numbers</li> </ul> </li> <li>● Tax Identification Numbers</li> <li>● Income and Wage Data</li> <li>● Credit Information <ul style="list-style-type: none"> <li>○ Credit Reports</li> <li>○ Credit Scores</li> </ul> </li> <li>● Payment History</li> </ul>	<input type="checkbox"/> Share <input type="checkbox"/> Sell <input type="checkbox"/> Purchase <input type="checkbox"/> N/A	
<ul style="list-style-type: none"> <li>● <b>Health and Medical Information</b></li> </ul>	<input type="checkbox"/> Share	

<ul style="list-style-type: none"> <li>● Medical History</li> <li>● Diagnoses or Treatments</li> <li>● Mental Health Data</li> <li>● Health Insurance Information</li> <li>● Prescription Information</li> <li>● Disability Status</li> </ul>	<input type="checkbox"/> Sell <input type="checkbox"/> Purchase <input type="checkbox"/> N/A	
<ul style="list-style-type: none"> <li>● <b>Education Information</b></li> <li>● School or Institution Attended</li> <li>● Student ID Numbers</li> <li>● Academic Records           <ul style="list-style-type: none"> <li>○ Grades</li> <li>○ Transcripts</li> </ul> </li> <li>● Special Education Status</li> <li>● Disciplinary Records</li> </ul>	<input type="checkbox"/> Share <input type="checkbox"/> Sell <input type="checkbox"/> Purchase <input type="checkbox"/> N/A	
<ul style="list-style-type: none"> <li>● <b>Government Program &amp; Benefits Data</b></li> <li>● Program Participation (e.g., SNAP, Medicaid, TANF)</li> <li>● Eligibility Determinations</li> <li>● Benefit Amounts or Disbursements</li> <li>● Case Management Notes</li> </ul>	<input type="checkbox"/> Share <input type="checkbox"/> Sell <input type="checkbox"/> Purchase	

<ul style="list-style-type: none"> <li>• Appeals/Decisions</li> </ul>	<input type="checkbox"/> N/A	
<ul style="list-style-type: none"> <li>• <b>Biometric Data</b></li> <li>• Physical Biometrics           <ul style="list-style-type: none"> <li>◦ Fingerprints</li> <li>◦ Facial Recognition Data</li> <li>◦ Retina or Iris Scans</li> </ul> </li> <li>• Voiceprints</li> <li>• Genetic Information: DNA or other genetic data</li> </ul>	<input type="checkbox"/> Share  <input type="checkbox"/> Sell  <input type="checkbox"/> Purchase  <input type="checkbox"/> N/A	
<ul style="list-style-type: none"> <li>• <b>Online &amp; Digital Identifiers</b></li> <li>• Network Identifiers           <ul style="list-style-type: none"> <li>◦ IP Addresses</li> <li>◦ Device IDs</li> </ul> </li> <li>• Tracking Technologies           <ul style="list-style-type: none"> <li>◦ Cookies</li> <li>◦ Browser Fingerprints</li> </ul> </li> <li>• Location Data (e.g., GPS, precise geolocation)</li> <li>• Login Credentials (e.g., usernames, hashed passwords)</li> <li>• Online Activity Logs</li> </ul>	<input type="checkbox"/> Share  <input type="checkbox"/> Sell  <input type="checkbox"/> Purchase  <input type="checkbox"/> N/A	

<ul style="list-style-type: none"> <li>• Social Media Handles</li> </ul>		
<ul style="list-style-type: none"> <li>• <b>Criminal or Legal Information</b></li> <li>• Arrest Records</li> <li>• Conviction History</li> <li>• Court Records</li> <li>• Probation or Parole Status</li> <li>• Incarceration Records</li> </ul>	<input type="checkbox"/> Share  <input type="checkbox"/> Sell  <input type="checkbox"/> Purchase  <input type="checkbox"/> N/A	
<ul style="list-style-type: none"> <li>• <b>Vehicle &amp; Property Data</b></li> <li>• Vehicle Information           <ul style="list-style-type: none"> <li>○ Vehicle Registration</li> <li>○ VIN Numbers</li> </ul> </li> <li>• Property Ownership           <ul style="list-style-type: none"> <li>○ Property Ownership or Deed Information</li> <li>○ Property Tax Records</li> </ul> </li> <li>• Utility Usage Data</li> </ul>	<input type="checkbox"/> Share  <input type="checkbox"/> Sell  <input type="checkbox"/> Purchase  <input type="checkbox"/> N/A	
<ul style="list-style-type: none"> <li>• <b>Photographic or Video Data</b></li> <li>• Surveillance Footage</li> </ul>	<input type="checkbox"/> Share  <input type="checkbox"/> Sell	

<ul style="list-style-type: none"> <li>• Government ID Photos</li> <li>• School or Agency-Provided Photo Records</li> <li>• Body Camera Footage</li> <li>• Public Meeting Recordings</li> </ul>	<input type="checkbox"/> Purchase <input type="checkbox"/> N/A	
<ul style="list-style-type: none"> <li>• <b>Voting &amp; Civic Data</b></li> <li>• Voter Registration</li> <li>• Voting History</li> <li>• Political District Assignments</li> <li>• Civic Engagement Program Data</li> </ul>	<input type="checkbox"/> Share <input type="checkbox"/> Sell <input type="checkbox"/> Purchase <input type="checkbox"/> N/A	
<ul style="list-style-type: none"> <li>• <b>Immigration &amp; Travel Information</b></li> <li>• Visa Status</li> <li>• Travel History or Itineraries</li> <li>• Customs Declarations</li> <li>• Immigration Proceedings</li> </ul>	<input type="checkbox"/> Share <input type="checkbox"/> Sell <input type="checkbox"/> Purchase <input type="checkbox"/> N/A	
<ul style="list-style-type: none"> <li>• <b>Communication &amp; Complaints Data</b></li> </ul>	<input type="checkbox"/> Share	

<ul style="list-style-type: none"> <li>● Correspondence <ul style="list-style-type: none"> <li>○ Emails or Written Correspondence</li> <li>○ Call Transcripts or Recordings</li> </ul> </li> <li>● Case Notes related to complaints or service requests</li> <li>●</li> </ul>	<input type="checkbox"/> Sell <input type="checkbox"/> Purchase <input type="checkbox"/> N/A	
<ul style="list-style-type: none"> <li>● <b>Other</b></li> </ul> <p>Explain:</p> <hr/>	<input type="checkbox"/> Share <input type="checkbox"/> Sell <input type="checkbox"/> Purchase <input type="checkbox"/> N/A	

## 5.2 Personal Data Recipients and Sources

*Fulfills requirements of Subsections 63A-19-401.3(1)(e)(i), (ii), and (iii):*

The chief administrative officer of each governmental entity shall prepare a report that includes: **the category of individuals or entities with whom, to whom, and from whom the governmental entity shares, sells, or purchases personal data.**

*Mark all that apply:*

<b>Processing Activity</b>	<b>Categories of Recipients or Sources</b>
Personal Data Shared With:	<p><b>Governmental and Public Sector Entities</b></p> <p>I. Domestic Governmental Entities:</p> <p><input type="checkbox"/> State, Local, Federal, or Tribal Governmental Entities</p> <p><input type="checkbox"/> Law Enforcement Agencies</p> <p><input type="checkbox"/> Judicial or Court Systems</p> <p><input type="checkbox"/> Legislative Bodies or Policy Research Organizations</p> <p><input type="checkbox"/> Regulatory Agencies</p> <p><input type="checkbox"/> Professional Licensing Boards</p> <p>II. International Governmental Entities:</p> <p><input type="checkbox"/> Foreign Governments or International Organizations</p> <p><input type="checkbox"/> Public Services &amp; Emergency:</p> <p><input type="checkbox"/> Emergency Services / Disaster Response Agencies</p> <p><input type="checkbox"/> Public Utilities or Infrastructure Partners</p> <p>III. Public Disclosure:</p> <p><input type="checkbox"/> Public Disclosure / Open Records Releases</p> <p><b>Commercial and Private Sector Entities</b></p> <p>I. Service Providers &amp; Vendors:</p> <p><input type="checkbox"/> Third-Party Service Providers / Contractors / Vendors</p> <p><input type="checkbox"/> Cloud Service Providers / Hosting Platforms</p> <p><input type="checkbox"/> Technology Integrators or Software Developers</p>

II. Data & Marketing:

Private Sector / Commercial Companies

Data Brokers / Aggregators

Social Media Platforms

III. Financial & Insurance:

Credit Bureaus or Financial Institutions

Insurance Providers

IV. Healthcare:

Healthcare Providers or Health Information Exchanges

V. Media:

Media or News Organizations

**Research, Education, and Nonprofit Entities**

Research Institutions / Universities

Educational Institutions

Nonprofit Organizations

Non-Governmental Watchdogs / Advocacy Groups

**Individuals and Oversight**

Individuals (e.g., data subjects or their authorized representatives)

Auditors / Oversight Bodies

**Other/Not Applicable (N/A)**

Other (Specify as needed)

	<input type="checkbox"/> N/A (Indicate if no data is shared with or received from any of these categories)
Personal Data Sold To:	<p><b>Governmental and Public Sector Entities</b></p> <p>I. Domestic Governmental Entities:</p> <p><input type="checkbox"/> State, Local, Federal, or Tribal Governmental Entities</p> <p><input type="checkbox"/> Law Enforcement Agencies</p> <p><input type="checkbox"/> Judicial or Court Systems</p> <p><input type="checkbox"/> Legislative Bodies or Policy Research Organizations</p> <p><input type="checkbox"/> Regulatory Agencies</p> <p><input type="checkbox"/> Professional Licensing Boards</p> <p>II. International Governmental Entities:</p> <p><input type="checkbox"/> Foreign Governments or International Organizations</p> <p><input type="checkbox"/> Public Services &amp; Emergency:</p> <p><input type="checkbox"/> Emergency Services / Disaster Response Agencies</p> <p><input type="checkbox"/> Public Utilities or Infrastructure Partners</p> <p>III. Public Disclosure:</p> <p><input type="checkbox"/> Public Disclosure / Open Records Releases</p> <p><b>Commercial and Private Sector Entities</b></p> <p>I. Service Providers &amp; Vendors:</p> <p><input type="checkbox"/> Third-Party Service Providers / Contractors / Vendors</p> <p><input type="checkbox"/> Cloud Service Providers / Hosting Platforms</p> <p><input type="checkbox"/> Technology Integrators or Software Developers</p>

II. Data & Marketing:

Private Sector / Commercial Companies

Data Brokers / Aggregators

Social Media Platforms

III. Financial & Insurance:

Credit Bureaus or Financial Institutions

Insurance Providers

IV. Healthcare:

Healthcare Providers or Health Information Exchanges

V. Media:

Media or News Organizations

**Research, Education, and Nonprofit Entities**

Research Institutions / Universities

Educational Institutions

Nonprofit Organizations

Non-Governmental Watchdogs / Advocacy Groups

**Individuals and Oversight**

Individuals (e.g., data subjects or their authorized representatives)

Auditors / Oversight Bodies

**Other/Not Applicable (N/A)**

Other (Specify as needed)

	<input type="checkbox"/> N/A (Indicate if no data is shared with or received from any of these categories)
Personal Data Purchased From:	<p><b>Governmental and Public Sector Entities</b></p> <p>I. Domestic Governmental Entities:</p> <p><input type="checkbox"/> State, Local, Federal, or Tribal Governmental Entities</p> <p><input type="checkbox"/> Law Enforcement Agencies</p> <p><input type="checkbox"/> Judicial or Court Systems</p> <p><input type="checkbox"/> Legislative Bodies or Policy Research Organizations</p> <p><input type="checkbox"/> Regulatory Agencies</p> <p><input type="checkbox"/> Professional Licensing Boards</p> <p>II. International Governmental Entities:</p> <p><input type="checkbox"/> Foreign Governments or International Organizations</p> <p><input type="checkbox"/> Public Services &amp; Emergency:</p> <p><input type="checkbox"/> Emergency Services / Disaster Response Agencies</p> <p><input type="checkbox"/> Public Utilities or Infrastructure Partners</p> <p>III. Public Disclosure:</p> <p><input type="checkbox"/> Public Disclosure / Open Records Releases</p> <p><b>Commercial and Private Sector Entities</b></p> <p>I. Service Providers &amp; Vendors:</p> <p><input type="checkbox"/> Third-Party Service Providers / Contractors / Vendors</p> <p><input type="checkbox"/> Cloud Service Providers / Hosting Platforms</p> <p><input type="checkbox"/> Technology Integrators or Software Developers</p>

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Data Brokers / Aggregators

Social Media Platforms

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Credit Bureaus or Financial Institutions

Insurance Providers

IV. Healthcare:

Healthcare Providers or Health Information Exchanges

V. Media:

Media or News Organizations

**Research, Education, and Nonprofit Entities**

Research Institutions / Universities

Educational Institutions

Nonprofit Organizations

Non-Governmental Watchdogs / Advocacy Groups

**Individuals and Oversight**

Individuals (e.g., data subjects or their authorized representatives)

Auditors / Oversight Bodies

**Other/Not Applicable (N/A)**

Other (Specify as needed)

	<input type="checkbox"/> N/A (Indicate if no data is shared with or received from any of these categories)
--	--

## Section 6: Privacy Training Completion

*Fulfills requirement of Subsection 63A-19-401.3(1)(f):*

The chief administrative officer of each governmental entity shall prepare a report that includes: **the percentage of the governmental entity's employees that have fulfilled the data privacy training requirements described in Section 63A-19-401.2.**

What percentage of your entity's employees have completed the required privacy training requirements described in Section 63A-19-401.2?

**Enter %**

## Section 7: Non-Compliant Processing Activities (Must be completed by Dec 31, 2027)

*Fulfills requirement of Subsections 63A-19-401(2)(a)(iv)(D) and 63A-19-401.3(1)(g):*

The chief administrative officer of each governmental entity shall prepare a report that includes: **a description of any non-compliant processing activities identified under Subsection 63A-19-401(2)(a)(iv) and the governmental entity's strategy for bringing those activities into compliance with Part 4 of the Government Data Privacy Act.**

Have any non-compliant processing activities been identified pursuant to Utah Code § 63A-19-401(2)(a)(iv)?

Yes

No

*If yes, provide details:*

<i>Processing Activity Name</i>	<i>Processing Activity Type</i>	<i>Issues Identified</i>	<i>Strategies for Compliance</i>	<i>Estimated Completion Date</i>

## **Certification**

Certification must be completed by the governmental entity's Chief Administrative Officer.

*I, the undersigned, certify that the information provided in this report is accurate to the best of my knowledge.*

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT B**

**CITY OF MAGNA WEBSITE PRIVACY NOTICE**

## **City of Magna Website Privacy Notice**

### **Introduction**

Thank you for visiting the City of Magna (“Magna,” “we,” or “our”) website. We are committed to protecting your personal information and your right to privacy. If you have any questions about this privacy statement or our practices about your personal information, please contact **Maridene Alexander** at [Maalexander@msd.utah.gov](mailto:Maalexander@msd.utah.gov).

### **What information do we collect?**

***In short: We collect personal information that you voluntarily provide to us and information that is automatically collected.***

#### **1) Information You Provide to Us.**

We collect personal information that you voluntarily provide to us when you express an interest in obtaining information about us or our products and services, when you participate in activities on the website or otherwise when you contact us. Personal information shall be defined consistent with Utah Code 13-44-102.

The personal information that we collect depends on the context of your interactions with us and the Website, the choices you make, and the products and features you use. The personal information we collect may include the following:

**Payment Data.** We may collect data necessary to process your payment if you make payments for services provided by the Greater Salt Lake Municipal Services District (“MSD”). Please note, the MSD contracts with third-party vendors to collect and process online payments for business licenses, building permits, planning applications and parking ticket fines. These vendors collect information from you voluntarily when you register or initiate online payment transactions through their websites. They collect your name, address, email, phone number and credit/debit card number, card issue date, and the security code associated with your payment instrument. You may find their privacy notice here:

- Xpress Bill Pay - <https://www.xpressbillpay.com/privacy/>
- Cityworks – <https://www.cityworks.com/legal/privacy-policy/>

All personal information you provide must be true, complete, and accurate, and you must notify us of any changes to such personal information.

#### **2) Information Automatically Collected.**

We automatically collect certain information when you visit, use, or navigate the Website. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, location data, or website visitor information.

- **Device Data** – such as your IP address (or proxy server), browser and device characteristics (name, identification numbers, operating system), internet service provider and/or mobile carrier, type of device, language preferences, referring URLs, usage patterns and preferences as you navigate the Website.
- **Location Data** – such as device location, PGS and other technologies to collect geolocation data that tells us your approximate location (based on your IP address). You can opt out of allowing us to collect this information by refusing access to the information or by disabling your location settings on your device.
- **Website visitor information** – we may collect information about how and when you visit the Website about your visit, such as pages you visited and when you use the Website and other information for our internal analytics and reporting purposes.

We contract with CivicPlus to be the Website content management system for Magna. Here is a link to their privacy policy: <https://www.civicplus.com/privacy-policy/>

We contract with Esri to use its Geographic Information System (GIS) IS system for mapping and analyzing data. Here is a link to the ESRI Privacy Policy: <https://www.esri.com/en-us/privacy/privacy-statements/privacy-statement>

### **How do we use your information?**

***In short: We process your information for purposes based on legitimate business interests, the fulfillment of our service with you, compliance with our legal obligations, and/or your consent.***

We use personal information collected via the MSD Website for a variety of business purposes described below. We process your personal information for these purposes in reliance on our legitimate business interests, in order to provide you with a service, a license, a permit, or other information, with your consent, and/or for compliance with our legal obligations.

We use the information we collect or receive:

- To fulfill service obligations.
- To personalize the user experience on the Website.

- To improve customer service.
- To send periodic emails.
- To respond to your inquiries or offer support to users.
- To provide you with a license or a permit needed to conduct business or build or modify a business or home.
- To send administrative information to you.
- To enforce our terms, conditions and policies for business purposes, to comply with regulatory requirements or in connection with our contract.
- To respond to legal requests and prevent harm.

#### **Will your information be shared with anyone?**

***In short: We only share information with your consent, to comply with laws, to provide you with services, to protect your rights, or to fulfill business obligations.***

#### **We may process or share the data that we hold based on the following legal basis:**

- **Consent:** We may process your data if you have given us specific consent to use your personal information for a specific purpose.
- **Legitimate Interests:** We may process your data when it is reasonably necessary to achieve our legitimate business interests.
- **Performance of a Service:** Where we are providing a service to you, we may process your personal information to fulfill the request for a permit, license, approval or other such purpose.
- **Legal Obligations:** We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena, consistent with Utah Code Sections 77-23c-101 to 77-23c-105.
- **Vital Interests:** We may disclose your information where we believe it is necessary to investigate, prevent, or take action regarding potential violations of our policies, suspected fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which we are involved.

#### **How long do we keep your information?**

***In short: We keep your information for as long as necessary to fulfill the purposes outlined in this privacy notice unless otherwise required by law.***

Magna and the MSD will only keep your personal information for as long as it is necessary for the purposes set out in this privacy notice unless a longer retention period is required or permitted by law (such as tax, accounting, or other legal documents). No purpose in this notice will require us to keep your personal information for longer than three years.

When Magna and the MSD has no ongoing legitimate business need to process your personal information, we will either delete or anonymize such information, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible, consistent with Utah Code 13-44-201.

- We retain personal data only as long as necessary to fulfill the purposes outlined in this privacy statement unless a longer retention period is required or permitted by law. (such as tax, accounting or other legal documents).
- No purpose in this statement will require us to keep your personal information for longer than three years.
- Deletion schedule: consistent with Utah Code 13-44-201.

### **How do we keep your information safe?**

***In short: We aim to protect your personal information through a system of organizational and technical security measures.***

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, despite our safeguards and efforts to secure your information, no electronic transmission over the internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that unauthorized third parties will not be able to defeat our security, and improperly collect, access, steal, or modify your information.

Although we will do our best to protect your personal information, transmission of personal information to and from our Website is at your own risk. You should only access the Website within a secure environment. If we become aware of a security breach we will notify you pursuant to Utah Code Section 13-44-202.

### **What are your privacy rights?**

***In short: You may review, change, or terminate your account at any time.***

Individuals have rights under respective laws, such as GRAMA, that may include access, rectification, erasure, data portability, and objection to data processing rights. For more detail on these rights contact your Privacy/Records Management officer at: Marla Howard at [mahoward@msd.utah.gov](mailto:mahoward@msd.utah.gov)

**How do we respond to a data breach?**

***In short: We have procedures to detect, report, and respond to data breaches promptly, including notifying affected individuals and authorities.***

**How do we make updates to this notice?**

***In short: Yes, we will update this notice as necessary to stay compliant with relevant laws.***

We regularly review and update privacy policies to ensure compliance with respective laws. We will update this policy as necessary to stay compliant with relevant laws. We reserve the right, at our discretion, to change, modify, add, and/or remove portions of the Privacy Policy at any time.

**How can you contact us about this notice?**

If you have questions or comments about our Privacy Policy Statement, you may email us at [Maalexander@msd.utah.gov](mailto:Maalexander@msd.utah.gov)

Last updated: 12/03/2025



October 23, 2025

Municipal Services District  
Daniel Torres  
2001 S State #N3-600  
Salt Lake City, Utah, 84190  
(385) 226-2797

Via e-mail: dtorres@msd.utah.gov

**RE: Magna Community Center / City Hall Renovation  
Architectural Design Services for the Remodel of the Webster Community Center**

Daniel:

ajc architects has been asked to provide design fees for the remodel of the existing Webster Building based on the findings of our previous Feasibility Study. We understand the Scope of Work to be as follows.

### **Scope of Work**

This proposal outlines the professional architectural and engineering scope of services for the **Magna Community Center / City Hall Renovation Project**. The project involves adaptive reuse and renovation of the existing Magna Webster Community Center located at 8952 West Magna Main Street to serve as the new **Magna City Hall and Civic Center**.

The renovation will modernize the 7,000 SF facility to accommodate civic offices, public meeting areas, and community gathering spaces, addressing deficiencies identified in the 2025 Feasibility Study. Work includes architectural reconfiguration, seismic and structural evaluation, mechanical and electrical system replacement, accessibility upgrades, and site and civil improvements.

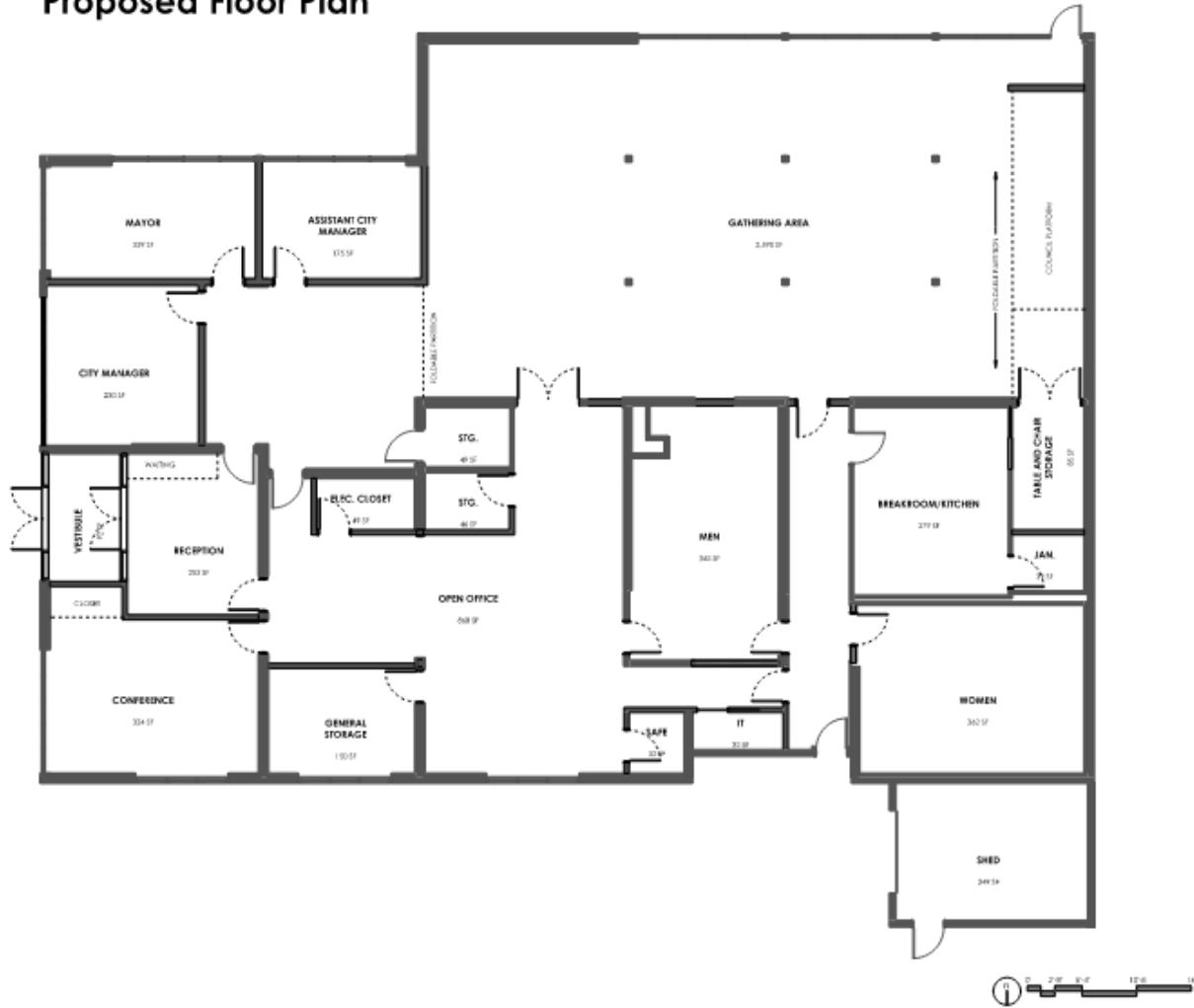
<b>Project Type:</b>	Civic / Adaptive Reuse
<b>Approximate Area:</b>	~7,000 SF
<b>Total Construction Budget:</b>	\$2,528,641 (anticipated) + \$213,360 for Alternate Structural Updates
<b>Design Schedule:</b>	5 months (Design Development through Bid Documents)
<b>Construction Duration:</b>	6–8 months (estimated)

### **Scope of Services (by discipline)**

- **Architecture** – Redesign interior layout for new program; relocate primary entry; updates for accessibility, energy efficiency, and aesthetics while preserving key character; documentation for permitting, bidding, and construction.
- **Building Code/Permitting** – Coordinate with AHJ; uses remain similar to existing; based on preliminary analysis, no new fire sprinkler or major fire separations anticipated.
- **Structural** – Confirm existing conditions (masonry/shear wall retrofits noted); design localized modifications required by remodel; no mandatory seismic upgrade anticipated based on current occupancy/remodel concepts.
- **Mechanical (HVAC)** – Replace end-of-life equipment (~ final third of RTUs); retain serviceable units; rebalance/controls to suit new layout.

- **Electrical** – Comprehensive upgrade to resolve code issues; replace outdated panelboards; new distribution/branch panels; power, short-circuit, and arc-flash studies; system labeling.
- **Civil/Site** – Targeted improvements: repair/replace failed asphalt and subgrade; minor sidewalk repairs; clean/verify storm drainage inlets; design repair/replacement of the exiting sewer line; coordinate water/power/gas/sanitary services.

## Proposed Floor Plan



## Design Services

- Preparation of design development drawings illustrating all architectural, structural, mechanical, electrical, and civil improvements.
- Coordination meetings with the Client, MSD, and consultants.
- Preparation of construction documents suitable for competitive bidding, including code analysis, accessibility compliance, and sustainability integration.
- Incorporation of consultant engineering systems:
  - Electrical: Replacement of aged panels, new service entrance, emergency lighting, fire alarm, and IT systems.
  - Mechanical: Replacement of outdated RTUs and furnace split systems with new efficient units; improved ventilation and zoning.
  - Structural: Evaluation of unreinforced masonry and wood systems; retrofit recommendations to improve lateral resistance.
  - Civil: Correction of site drainage, ADA slopes, and pavement replacement.
- Coordination with local authorities and code officials (Salt Lake County Building Department, Fire Marshal, etc.).

## **Bidding Services**

- Preparation and issuance of Addenda.
- Response to bidder RFIs.
- Attendance at one pre-bid meeting.

## **Construction Administration**

- Review of submittals and shop drawings.
- Response to contractor RFIs.
- Weekly VIRTUAL Construction Meetings | One construction observation site visit per month.
- Preparation of minor field modifications, clarification sketches, and punch list review.
- Review of pay applications and change orders.
- Substantial and final completion verification.

## **Proposed Schedule**

1. Project Kickoff/Design Review	<b>2 Weeks</b>
2. Schematic Design/Design Development	<b>8 weeks</b>
3. Construction Documents	<b>8 weeks</b>
4. Permitting	<b>3 weeks</b>
5. Bidding	<b>2 weeks</b>
6. Construction	<b>6-8 months</b>

## **Deliverables**

Construction Drawings.  
Project Manual - Specifications.  
Permit Application.

## **Project Budget**

Construction ROM Budget: **\$2,528,641** + Bid Alternate – Structural Upgrades **\$213,360** = **\$2,742,001**

## **Fee Proposal** **\$218,950**

Architecture & Interior Design	ajc architects	\$ 142,500
Structural	KPFF	\$ 22,200
Mechanical	WHW Engineering	\$ 14,000
Electrical	Spectrum Engineering	\$ 16,750
Civil	Meridian Engineering	\$ 20,000
Landscape	Great Basin	\$ 3,500
<b>Total Fee</b>		<b>\$ 218,950</b>

## **Supplemental Services**

Construction Cost Estimating—CCC	\$ 6,510
Site Survey – Meridian	\$ 7,785
Lot Consolidation – Meridian	\$ 4,475
Audio Visual Design – Spectrum Engineers	\$ 5,000
Telecommunications – Spectrum Engineers	\$ 1,675
Security Systems – Spectrum Engineers	\$ 1,675
Fire Sprinkler Specifications – WHW Engineering	\$ 2,000
Hat Truss Structural Alteration – KPFF	\$ 12,800

All submittals for review and All Final Record Documents will be electronically provided via pdf.

No hard copies included in this fee proposal.

If hard copies are required/requested, we will submit an invoice for printing expenses as a direct reimbursable cost/separate fee.

## Items Excluded

FFE

Specialty acoustical or audiovisual design beyond basic coordination.

Geotechnical Investigation: To be provided by the Client.

HAZMAT: To be provided by the Client.

LEED/Energy Star: Client is not requiring this for the project.

Energy Modeling: Not anticipated- if required, Client will contract direct

Envelope Consultant: Not anticipated- if required, Client will contract direct

Fire Flow: Anticipated to not be required since the building is currently sprinkled.

AV & Security Design: Provided by Client.

Fire Suppression System: Will be a deferred submittal by the General Contractor.

Site Survey Not anticipated: can be provided as needed as additional services

MEP Commissioning: If required, Client will contract direct

Landscape Architecture: (No modifications to landscape design are anticipated)

Please review this proposal and let us know if you have any questions or need any additional information. If acceptable, this will be Modification #2 to our existing contract dated April 22, 2025.

Sincerely-

Jill A. Jones, AIA LEED® AP BD+C  
Sr. Principal Architect, **ajc architects**



Heber Slabbert  
Sr. Principal Architect, **ajc architects**



**Fee Approval: \$ 218,950 + Supplemental Services**

**Client to list the Supplemental Services to include:**

This will be Modification #2 to our existing contract dated April 22, 2025.

---

name

signature

date

September 4, 2025

**Re:** Civil Design for Magna City Hall in Magna Utah  
**Subject:** Proposal to Provide Professional Civil Engineering Services

Pursuant to your request that Meridian Engineering, Inc. (Meridian) provide Civil Engineering services on the above-referenced project, we respectfully offer the attached scope of work services with associated fees.

We understand that the project includes the redevelopment of an existing building at 8952 W Magna Street for the new Magna City Hall. We anticipate that the project will be bid in one contract with one set of construction documents and construction period services.

All work will be encompassed in the existing site. We anticipate new parking lots, site walkways, and other site elements will be included in the design. We anticipate that the existing driveways will be used. Except for utility laterals serving the renovated building from the city roadway, **No** improvements to existing city streets are included in this SOW. As part of these improvements, retention/detention ponds may need to be created to hold site storm water. The outlet for the storm water is in 8950 West at the North-east side of the project. Design of Utility laterals serving the new building is included in this SOW. No utility mainline design is included in the SOW. Other utility design is **not** included in this Scope of Work. We have assumed in this proposal that there will be adequate utility service capacity.

Meridian appreciates the opportunity to provide this proposal to you for approval. If you need any other information or clarification regarding this scope of work, do not hesitate to contact me.

Respectfully,



Mark Cook, PE  
Meridian Engineering, Inc.



## SCOPE OF WORK

### Site Improvement Plans

The following items will be completed as part of the Civil Site Development plan for each site outlined above.

- A. Drainage and grading plans of the new site to meet City Requirements. Existing grades of the site will be based on the Survey (provided by others, if survey work is provided by Meridian, it will be under separate SOW.) Complete site retention/detention storage design in accordance with city standards. Drainage and grading plans indicating structure finish floor grades, pavement grades, curb and gutter grades, and general site drainage necessary to construct the development. Retaining walls need to be completed by the Structural Engineer on the design team and are **not** included in the Civil Scope of Work.
- B. Complete drainage report for City review and provide design of on-site detention storage of stormwater runoff, if necessary, for the improvements at the existing site.
- C. Site layout plans (Horizontal Control) will be completed by the **Meridian**, based on a developed Autocadd based site plan prepared by the **Architect**. All dimensions of parking areas, roads, walkways, curb lines, building locations etc. from the exterior boundary will be completed by the Meridian. Additional information required to support layout of the site utilities will be provided on the utility plans by Meridian. Coordinates to locate the building on the site wall also be provided on the Civil Plans. Details and design for the fencing, retaining walls and sections, and surface treatments, bollards, stairways, and other such items will be designed by the **Architect** or others and are **not** included in the Civil Scope of Work. We do not anticipate retaining walls on this site, but if needed, we will indicate the top and exposed bottom of the walls. However, the retaining wall schedule and details will be completed by others.
- D. New Utility plans to the new building including sewer, water, and roof drainage. Utility plans indicating size and location of water, sewer, and storm drain lines. Service laterals will be included within 5' of the new or existing structures. Size and routing of power and telephone lines will be completed by the **Electrical Engineers** on the design team. The location of these lines to be provided to Meridian and overlaid on the site plans for coordination if provided to Meridian. The utilities which are to be abandoned in place will be outlined as well as utilities to be excavated and removed from the site and will be coordinated with the **Architect**. Any grease trap required for the new building sewer will be completed by the **Mechanical Engineer**. The new connections to the City sewer, water, or drainage systems will be included in the Civil Plans that do not extend more than 50' from the site boundary. Any new gas lines will be shown to the meter however



design of gas lines to be done by Gas Company. We will coordinate any new gas lines with Gas Company.

- E. Site and Utility Demolition Plans. Demolition of electrical lines, communication lines, high temp lines, chilled water lines, steam lines or other mechanical buried systems will be completed by the **Electrical Engineer or Mechanical Engineer** and are not included in this scope of work. Demolition of existing structures will be completed by the **Architect** and are not included in this scope of work. Demolition of existing site improvements, such as curb & gutter, sidewalk, pavement, trees, site walls, and improvements required for removal of existing utilities or new utilities will be included on the Plans prepared by Meridian.
- F. Prepare project specifications for civil/site improvements. Prepare miscellaneous details required for utility and site improvements that are not provided as part of the Standard Details for the City or the Utility District provided as part of the Standard Details for the City or the Utility District.
- G. Complete an erosion control plan showing anticipated best management practices to be completed by the Contractor. County / City details will be used for site dust and erosion control measures.
- H. Record Drawings incorporating contractor redlines, PR's, Site Memo, RFI's etc. are included in this SOW.

### **Project Coordination & Meetings**

- A. Coordination discussion with the design team and City will be completed by Meridian's Project Manager. Meetings are anticipated twice monthly until the project site work is bid. Meetings that extend beyond this period will not be included in this Scope of Work.
- B. Coordination meetings with the appropriate utility provider for water, sewer, and storm drain, are included in the Scope of Work.

### **Construction Period Services**

Outlined below is the anticipated involvement for Meridian during the Bid and Construction Phase of the Project:

1. Attend the Pre-Bid Conference and Construction Site Visits as needed.
2. Responses to contractor questions.
3. Review work progress Paving as outlined in the bid documents.
4. Review of Submittals for the Civil work.
5. Prepare Punchlist for Final Completion
6. Prepare Record Drawings.

Attendance of additional meetings, redesign of utility or site items, or other items requested by Client will be performed at the hourly rates as outlined on the schedule included in this proposal.



## **ITEMS PROVIDED TO MERIDIAN BY CLIENT**

- A. The conceptual site layout for the project will be provided by the **Architect in CADD laid out on topo of the survey**. Development of the final site plan will be completed between the Architect and Meridian.
- B. A **3D** topographic, boundary, and Utility survey of the project location will be provided by the **Client with all survey points included in the file. The client will provide these files in Civil 3D 2015 or later**. Additional survey support for required easement, dedications, etc. are **not** included in this scope of work, but this can be completed by Meridian as part of a scope modification or separate service agreement. If Meridian is **not** the one to supply the survey for the project an additional civil fee will be included in this SOW to account for the drafting time to make it compatible with Meridian standards. This will not include any additional survey work, that would need to be a separate SOW.
- C. Any necessary environmental clearances will be provided to Meridian.
- D. A Geotechnical Evaluation of the site including pavement design, utility bedding parameters, and general site excavation and grading recommendations will be provided to Meridian. A Percolation Tests for site pumps or infiltration systems, as needed, will also be provided to Meridian as part of the geotechnical evaluation. The Slope stability analysis for any walls will also be included in the geotechnical evaluation.
- E. Any public street improvement items deemed necessary by the Traffic Impact Study are not included in the SOW. If necessary, The Traffic Impact Study will be provided to Meridian a minimum of 30 days prior to the required submittal date to City/UDOT. If new public street improvements are required, then a scope modification will be necessary to complete the required public street improvements to support the development.
- F. An electronic copy of the record plans for the site will be provided to Meridian if they are available.

## **ITEMS NOT PROVIDED BY MERIDIAN**

- A. Civil plans will be submitted to the **Architect** for submission to all different governing agencies for permits. Meridians' Scope of Work does **not** include obtaining any permits but will help resolve issues with the Architect and the governing or permitting agency. **No** City Planning and Zoning or City Council Meetings are included in the SOW.
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potential utility conflicts. Meridian can coordinate this work with a sub-consultant if this becomes necessary.

- C. A Fire Flow Testing is not part of this Scope of Work.
- D. Preparation of a complete Storm Water Pollution Prevention Plan (SWPPP) will be prepared by the **Contractor**, including the completion of all necessary forms for SWPPP permitting.
- E. Preparation of a Long-Term Water Management Plan is not included in this scope of work.
- F. Additional survey investigations or easement descriptions are not included in this scope of work.
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## DELIVERABLES

All deliverables for the new improvements are outlined below.

- A. Civil/Site Specifications and General Notes and Details Sheet.
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## PROJECT FEE

Meridian proposes to provide the above-defined scope of work services for a lump sum price shown below. The breakdown of our costs is as follows:

TASK	FEE SCHEDULE
Schematic Design	\$ 3,000.00
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## PROJECT LOCATION



September 4, 2025

**Re:** Civil Design for Magna City Hall in Magna Utah  
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CAD Drafting / Design	\$ 75.00 – \$95.00
Clerical	\$ 75.00
Outside Consultants	\$ Cost + 12%

Additional work which is not included in this Scope of Work but required for the project will be approved by the Client and completed at the hourly staff rates shown below.



## PROJECT LOCATION





September 5, 2025

Heber Slabbert,  
AJC Architects  
703 east 1700 south  
Salt Lake City, UT 84105

Re: Magna City Hall  
Proposal for Additional Structural Engineering Services  
KPFF Project #10212400185

Dear Heber:

We are pleased to submit this proposal for structural engineering services required for the above-referenced project. This proposal is based on our work on the feasibility study, dated Aug 2025 and your request for proposal e-mail on September 1, 2025.

#### **PROJECT DESCRIPTION**

We understand that the project consists of the renovation the existing Webster Center, located at 8952 W Magna Main Street in Magna, Utah for a new City Hall and Community Center.

We understand that the construction budget for this renovation is \$2.5M to \$2.7M. The renovation program includes potential for adding openings and partial demolition of several structural CMU walls, which will require local strengthening and retrofit.

**Optional Structural Alteration:** The existing gathering area features an array of columns that block site lines of the council platform and restrict potential uses of the gathering space. KPFF provided a concept as part of the feasibility study for removing the columns below and supporting these points with a few hat trusses above the existing roof. Scope and fee provided in this proposal as an optional service to cover this design in the event that becomes part of the project.

#### **SCOPE OF WORK**

Our proposed scope of work for this project includes basic design and construction administration services for the renovation as outlined in the project description.

We assume that alterations and adaptive re-use will not trigger a holistic structural/seismic upgrade. Modifications to permit documents or re-design due to unforeseen conditions, discovered as part of the construction will be provided as an additional service based on negotiated scope and fee.

KPFF will be using Autodesk Revit Software for the coordination and development of the structural drawings for this project. The primary structural elements, designed by KPFF will be modeled to LOD 300 per 2024 LOD Specification by BIM Forum. We assume that as-built Revit model will be provided by AJC.

Heber Slabbert, AJC Architects  
Magna City Hall  
Proposal for Additional Structural Engineering Services  
KPFF Project #10212400185  
September 5, 2025  
Page 2

During construction, KPFF will visit the project site to observe the construction progress and issue and observation report three times.

#### **FEE**

We propose to accomplish the scope of work noted above for the lump sum fee shown below. We propose to bill our services monthly on a percentage completion basis.

<b>Scope</b>	<b>Fee</b>
Base Scope	\$22,200
Hat Truss Structural Alteration (optional)	\$12,800

Additional site visit(s)/structural observations beyond what is noted in our scope of work above will be billed on an hourly basis per our standard hourly rate schedule in Attachment A.

#### **REIMBURSABLE EXPENSES**

Reimbursable expenses for messenger and delivery services, reproduction for other than in-house check prints and plots, and travel expenses (parking, mileage, airfare, lodging, etc.) made by KPFF in the interest of the project are separate from our fees and will be billed at cost. All other services that are considered as additional services (beyond the scope of work noted herein) will be billed on an hourly basis per our standard hourly rates. Please refer to Attachment A for our current hourly rate schedule.

#### **AGREEMENT FOR PROFESSIONAL SERVICES**

All general Terms and Conditions shall be per our Master Service Agreement, through September 2026.

#### **SUMMARY**

Thank you very much for requesting this proposal from us. If this proposal is acceptable to you, please return a signed copy to us prior to the start of work. Please feel free to contact us with any questions or comments.

Sincerely,

Jordan Terry, SE  
Principal

Attachments A

Accepted By:

Name

Title

Date

Heber Slabbert, AJC Architects  
Magna City Hall  
Proposal for Additional Structural Engineering Services  
KPFF Project #10212400185  
September 5, 2025  
Page 3

**Attachment A**  
**HOURLY RATE SCHEDULE**

**2025**

PRINCIPAL-IN-CHARGE .....	\$200.00
ASSOCIATE.....	\$190.00
SR PROJECT MANAGER .....	\$155.00
PROJECT MANAGER .....	\$145.00
PROJECT ENGINEER.....	\$135.00
DESIGN ENGINEER.....	\$115.00
PROJECT COORDINATOR.....	\$110.00
BIM COORDINATOR .....	\$105.00
BIM MODELER.....	\$90.00
ADMINISTRATIVE .....	\$80.00

Note: Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

**Fee Proposal For:**

# Magna City Hall & Community Center

ajc architects  
 Heber Slabbert, AIA, NCARB  
 703 East 1700 South, Salt Lake City, UT 84105  
 801-466-8818 ext. 114  
 hslabbert@ajcarchitects.com

---

September 4, 2025

This agreement is made between **Spectrum Engineers, Inc.** and **ajc architects**, hereinafter called the "Client."

**General Project Description:**

We are pleased to provide this proposal for professional engineering design and construction administration services for the project listed above. Our proposal is based on the following general project scope:

Project Type: Government, City Hall  
 Project Address: 3455 S 8260 W, Magna, UT 84044  
 Owner: Magna City  
 Project Size (Square Feet): 7,320SF  
 Project Total Construction Budget: \$2,025,000 (Base Concept); \$475,000 (Site Work)  
 Project Electrical Construction Budget: \$202,500 (Base Concept); \$47,500 (Site Work)  
 Design Schedule Timeframe: 6 months  
 Maximum number of Design Bid Packages: One

**Project Basis of Fee:**

<b>Basic Service Fee</b>	
Electrical - Base Concept	\$13,568
Electrical - Site Work	\$3,183
<b>Total Proposed Basic Service Fixed Fee</b>	<b>\$16,750</b>
<b>Complexity System Service Fees</b>	
Audio/Visual Systems	\$5,000
Telecommunications	\$1,675
Security Systems	\$1,675
<b>Total Proposed Complexity System Service Fixed Fee</b>	<b>\$8,350</b>

**Required from Client/Owner:**

- As-built MEP drawings
- Revit model or ACAD backgrounds

**Basis of Fee:**

**A. General Design is Limited to:****Design:**

1. Attendance of virtual design meeting(s) as requested by Client.
2. Attendance of in person meeting(s) as requested by Client.
3. Drawings and book form specifications detailing work required.
4. Corrections to our drawings to reflect changes and comments by all Reviewing Authorities.
5. An electronic set of final drawings and specifications in PDF format for record purposes.
6. Revit modeling:
  - All Electrical Level of Development 200

**Bidding:**

1. Issuing addenda
2. Answering bidders' questions (RFIs, etc.)

**Construction Administration:**

1. Submittal review and comment
2. Reviewing costs for changes
3. Answering contractor construction related questions (RFI's, etc.)
4. Up to two site visit(s) or construction meetings or observations as requested by Client
5. Minor change order or supplementary instruction preparation
6. One final observation report (excludes testing of systems)
7. Review of O&M manuals

**B. Electrical design is limited to:****Power:**

1. Electrical service and distribution
2. Power to support the HVAC systems
3. Power to equipment provided under another division or by owner
4. Outlets and general power
5. Emergency/standby power and distribution
6. Electrical equipment load and rating calculations

**Lighting:**

1. Site lighting
2. Interior/Exterior/Egress lighting
3. Lighting controls (dimming, daylight, etc.)
4. Computer calculated light levels
5. COMcheck lighting compliance form

**Systems:**

1. Fire alarm BOD documents for bidding (final documents will be deferred submittal design by contractor)
2. Audio/visual
  - a. Conference Room
  - b. Minor Council Chamber AV
3. Door access control system
4. CCTV security camera system
5. Telecommunications system

**Exclusions:**

1. Seismic design of non-structural components including electrical equipment and bracing
2. Design meeting or construction visits beyond those included above
3. Phased design or separate bid packages beyond those included above
4. Generation of as-built conditions
5. Battery energy storage system (BESS)
6. Lighting renderings
7. Emergency generator power design
8. Lightning protection system design
9. Photovoltaic power system design
10. Commissioning and testing of electrical systems
11. Telephone and computer active electronic equipment (servers, routers, switches, etc.)
12. TV distribution design
13. Audio/video active equipment design (TV's, projectors, amplifiers, DVD players, etc.)
14. Acoustics design
15. LEED design
  - a. EA credit renewable energy production (PV)
  - b. IEQ credit daylight

**Reimbursable Expenses:**

Additional services shall be billed at an hourly rate as required according to the following schedule.

Spectrum Hourly Rates	
Principal (Level II)	\$275.00
Principal (Level I)	\$235.00
Associate Engineer	\$200.00
Project Manager	\$185.00
Project Engineer	\$160.00
Systems Consultant	\$140.00
BIM Consultant	\$125.00
EIT	\$120.00
BIM Modeler/CAD Draftsman	\$98.00
Clerical	\$70.00

**Authorization to Proceed:**

This proposal remains open for a period of 60 days from the date of the proposal.

Terms of payment: 30 days net, without any retentions or deductions, from the date of invoice. Invoices to be processed monthly based on progress billing and work completed to invoice date.

Billing Percentage at Each Phase of Design		
Design Phase	% Complete	Date
Schematic Design	15	TBD
Design Development	20	TBD
Construction Documents	40	TBD
Bidding Assistance	5	TBD
Construction Administration	20	TBD

**General Conditions:**

- This Agreement shall be interpreted as if equally drafted by the client and Spectrum and shall be enforced according to the laws of the State of Utah. Neither the client nor Spectrum shall assign its interest in this agreement without the written consent of the other. This agreement shall be binding upon and insure to the benefit of the successors, assigns of any other transferees of the client and Spectrum. No rights or benefits are intended or conferred to third parties by this agreement.
- Any delay or default in the performance of any obligation of Spectrum under this agreement from any cause beyond Spectrum's reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligation of Spectrum as long as performance is delayed or prevented thereby.
- In the event that payment in full is not made to Spectrum as provided herein, Spectrum shall be entitled to its collection costs, including but not limited to attorney fees, lien fees, and costs of court.
- In the event any term, condition or other provision of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.
- This agreement shall be construed and interpreted as if drafted equally by Spectrum and client. Nothing in this agreement, any modification to this agreement, or in any instrument of Spectrum's services shall create a contractual relationship with or a cause of action in favor of any third party against Spectrum or client.
- This agreement may be amended only by written instrument expressly referring hereto and duly signed by the parties. The agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, and/or agreements, written or oral.

**Special Terms and Conditions:**

- Spectrum shall perform its services under this agreement consistent with the professional skill and care ordinarily provided by licensed professionals practicing in the same or similar locality under the same or similar circumstances. Spectrum makes no other warranty with regard to its services. Client shall provide prompt written notice to Spectrum if client becomes aware of any error, omission, or defect in Spectrum's services.
- Estimates of construction cost provided by Spectrum represent professional opinion and are subject to change and contingent upon factors over which Spectrum has no control. Spectrum does not guarantee the accuracy of such estimates.
- Except as may be expressly provided otherwise by this agreement, the client recognizes that Spectrum's compensation for any services rendered during construction contemplates one construction contract being let and construction completion within the time period set forth herein. Should for the date for completion of construction be exceeded through no fault of Spectrum by more than sixty (60) days, or more than one construction contract be let, Spectrum's compensation shall be increased for services rendered in relation to such additional contracts or beyond said time period. Spectrum is not responsible for the means, methods, or sequences of construction nor for the safety of workers or others at the construction site. Site observation visits are not inspections, are not exhaustive or continuous, and consist of periodic visits to the project site intended only to determine whether construction is in general conformance with construction contract documents. Spectrum is not responsible for the performance or non-performance of the client or its subcontractors.
- Spectrum shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgement of Spectrum, increase Spectrum's risk or the availability or cost of its professional or general liability insurance.
- In providing services under this agreement, Spectrum will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions. Upon notice to Spectrum and by mutual agreement between parties, Spectrum will without additional compensation, correct those services not meeting such a standard.
- Client limits the liability of Spectrum, its subconsultants/subcontractors, and their respective agents and employees ("Spectrum, et al.") actually or allegedly caused in whole or in part by Spectrum, et al.'s breach of contract, negligence and/or breach of standard of care, professional or otherwise, such that the total aggregate liability of Spectrum, et al. does not exceed Spectrum's compensation or \$100,000, whichever is lesser. Client shall hold harmless and indemnify Spectrum, et al., from and against any such liability in excess of the limit state herein. For purposes of computing said liability, said liability shall include Spectrum, et al.'s defense costs and attorney's fees.
- As an express condition precedent to litigation of any claim, dispute, or other controversy by client against Spectrum arising out of or in any way relating to this agreement, client shall obtain a sworn affidavit containing the written opinion of an independent and reputable design professional, holding the same license as Spectrum and practicing in Utah in the same design discipline as Spectrum, that Spectrum failed to meet the standard of care applicable to Spectrum's performance.
- Any applicable statute of limitations or period of repose will commence to run and any cause of action shall be deemed to have accrued upon the earliest of: (a) the date on which Spectrum completes its performance under this agreement; (b) the date of

substantial completion of the project; or (c) as otherwise provided by law in the absence of the foregoing alternatives. Thereafter, client shall have two (2) years to bring a claim against Spectrum, or else client waives such claim.

- Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless Spectrum and Spectrum's agents, employees, officers, directors, shareholders, insurers, and consultants from and against any and all claims, losses, costs, and damages of any nature whatsoever, including reasonable attorneys' fees, of third parties arising from or relating to the project or the services the Spectrum performs under this agreement, except if such claims, losses, costs, and damages are adjudged to arise from the negligence or willful misconduct of Spectrum.
- Notwithstanding any other provision of this agreement, Spectrum will not be liable to client for any special, consequential, incidental, or penal losses or damages whatsoever, including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of client or its customers, whether or not Spectrum has been advised of the possibility for such damages.
- All drawings, specifications, tracings, notes, data and other documents Spectrum prepares are instruments of its professional service, for which Spectrum shall retain the copyright. Such instruments are prepared and intended only for use as an integrated set on the project and for the limited purposes specified. Modification without Spectrum's prior express written consent shall be at the client's sole risk. The client shall hold harmless, indemnify and defend Spectrum from and against any and all claims and/or liability arising out of any such non-permissive modification or use without Spectrum's involvement.
- Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the client nor Spectrum, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the client and Spectrum shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- Spectrum shall present an invoice covering current services performed each month. Payment is due upon receipt of statement. Interest shall accrue on past due accounts at the rate of 1.5% per month. Spectrum may, at its sole discretion and without notice, suspend or terminate its services under this agreement should the client not pay any amount invoiced within forty-five (45) days of invoice.
- This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with the agreement through no fault of the party initiating the termination. This agreement may be terminated by the client upon at least seven days written notice to Spectrum, in the event that the project is permanently abandoned. If this agreement is terminated through no fault of Spectrum, client shall pay Spectrum for services performed and reimbursable expenses incurred in accordance with the agreement together with a termination adjustment equaling 15% of the estimated fee remaining to be earned at the time of termination, to account for Spectrum's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.
- Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the client or Spectrum. Spectrum's services under this agreement are being performed solely for the client's benefit, and no other party or entity shall have any claim against Spectrum because of this agreement or the performance or nonperformance of services hereunder. The client and Spectrum agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

**General Notes:**

1. Any additional engineering work not included above will be billed as additional fees at the hourly rates listed below, unless other fee arrangements are made. Spectrum will not proceed with additional work without the approval of the client.
2. Professional Engineer's liability is limited to code-related errors. Spectrum is not installing the mechanical, electrical or plumbing equipment and therefore assumes no liability resulting from improper operation of equipment. Spectrum assumes that complete information for project will be provided and assumes no liability for omissions resulting from insufficient information provided to Spectrum.
3. Spectrum is entitled to rely on the accuracy and completeness of directions, services, and information the client furnishes to Spectrum.
4. The client acknowledges that accelerated, phased or fast-track scheduling carries with it associated risks. Such risks include the client incurring costs for Spectrum to coordinate and redesign portions of the project affected by procuring or installing elements of the project prior to the completion of all relevant construction documents, and costs for the removal and replacement of previously installed work. If client undertakes accelerated, phased or fast-track scheduling, client agrees to include in the budget for the project sufficient contingencies to cover such costs.

5. This agreement applies to all services Spectrum performs for the client for the project, including any services Spectrum performs prior to the date of this agreement.

6. Spectrum will review and approve, or take other appropriate action upon, the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Spectrum's action will be taken in accordance with the submittal schedule approved by Spectrum or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in Spectrum's professional judgement to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the contract documents. Spectrum's review of the contractor's submittals shall not relieve the contractor of its contractual obligations. Spectrum's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Spectrum, of any construction means, methods, techniques, sequences or procedures. Spectrum's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**Authorization to Proceed:**

This proposal remains open for a period of 60 days from the date of the proposal.

Client has read and understood the terms and conditions set forth in this agreement and agrees that such items are hereby incorporated into and made a part of this agreement.

Having read, understood, and agreed to the foregoing, the client, by and through its authorized representative, has accepted the terms of this agreement effective this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

By signing below, I hereby accept this proposal from SPECTRUM ENGINEERS, INC. as the basis for preparing a consulting contract as indicated above. If this proposal is not signed and SPECTRUM ENGINEERS, INC. is instructed to proceed with the work, this proposal will form the basis of the agreement between us. If a separate agreement is later signed for this project, then this proposal letter with associated terms and conditions will automatically be incorporated into the newly signed agreement. Where terms and conditions may conflict, the terms and conditions of this agreement shall prevail.

Client Signature \_\_\_\_\_

Name & Title \_\_\_\_\_

Sincerely,



Matt Haverkamp, P.E.  
Principal, Electrical Engineer

September 4, 2025

AJC Architects  
703 East 1700 South  
Salt Lake City, Utah 84105  
Attn: Heber Slabbert

**Magna Community Center  
8952 West Magna Main St.  
Magna, Utah 84404**

Dear Heber,

Thank you for requesting this proposal for landscape architectural design services for the proposed Magna Community Center project. It is understood that the project is an existing building that will be remodelled. New landscape and Irrigation will be in and around a new plaza/pocket park in the area outlined in blue below. Based on this information we are proposing to provide the following services:



**LANDSCAPE ARCHITECTURE:****1. LANDSCAPE DESIGN**

The landscape design area includes a new courtyard and landscaping in and around it. Landscaping will be designed with a similar style to the existing landscape along the rest of the building which consists of foundation planting, lawn, and trees. The landscape areas will be designed to meet city standards.

The landscape plan will show anticipated plant material specifying the species, size, and the location of each plant. The Landscape plan will also indicate edging, mulches, and ground coverings. Landscape details and specifications are included. The fee includes up to three design meetings with the owner.

**2. IRRIGATION DESIGN**

Prepare an irrigation plan that will show anticipated irrigation equipment and devices, spacing of heads, pipe, sizing, and valving. Irrigation details and specifications are included. It is anticipated that the new irrigation components will tie into an existing system.

**3. LANDSCAPE CONSTRUCTION ADMINISTRATION**

Review submittals, prepare ASIs or PRs as necessary, visit the site one time to review the work of the contractor and provide a punch list.

**LANDSCAPE ARCHITECTURE FEE:** **\$3,500.00**

Fees are based upon an estimate of the number of work hours to complete the project. GBE reserves the right to request additional fees should the scope and/or budget of the project change significantly during the design timeframe. Quoted fees are valid for a period of six months beginning at the date of this document. Great Basin Engineering reserves the right to alter its fee if this period has expired prior to the commencement of design work.

Due to the size of the proposed project Great Basin Engineering limits its general liability exposure to a fixed amount equal to one and one-half times the above quoted fee in dollars in the event that gross negligence or standard errors and omissions as defined by Utah State Code are demonstrated on the part of Great Basin Engineering.

Any traffic studies, environmental studies, geotechnical investigations, or structural retaining wall designs are not included in our contract. Any off-site street design or utility outfalls beyond the immediate frontage of the project will be handled as additional services. Any Government agency permits other than those detailed herein are not included as part of this proposal.

Additional services will be provided at our hourly rates in effect at the time the services are rendered, over and above our quoted fees. Additional services will be initiated only after written



approval. Reimbursable expenses will be remitted to the owner at direct cost. (Includes government fees, printing expenses, messenger services, mileage, etc.)

Heber, we are looking forward to working with you on this project and will do our best to ensure the project moves along quickly and smoothly. Please call if you have any questions or if we can be of further assistance.

Sincerely,

GREAT BASIN ENGINEERING, Inc.

A handwritten signature in blue ink that reads "James D. Zaugg".

James D. Zaugg  
Project Manager  
Landscape Architect

#### PROPOSAL FOR CIVIL DESIGN SERVICES

After reviewing this proposal, please sign, date, and E-Mail a copy of this proposal back to us so that we can begin work.

Notice to Proceed:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



## FEE PROPOSAL

---

**FROM:** Kris Larson  
**TO:** Heber Slabbert  
**CO:** AJC

**DATE:** October 22, 2025  
**PROJECT:** Magna Community City Hall  
Remodel

---

Heber,

Thank you for considering us to provide estimating services for the Magna Community City Hall Project. The estimating services are for an approximate 7,000 SF remodel. We propose to provide estimating services for the following not to exceed fee:

**Design Development**

Estimator	18 HR	\$155.00	\$2,790
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**Construction Documents**

Estimator	24 HR	\$155.00	\$3,720
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**Total not to exceed fee** **\$6,510**

Estimating services are limited to the scope listed above. This fee proposal does not include additional estimates, regular design meeting attendance, or travel expenses. If these are required they will be billed at the rate shown above.

We look forward to working with you on this project. Please call if you have any questions.

Thank You,

Kris Larson  
President

September 4, 2025

Heber Slabbert  
ajc architects  
703 East 1700 South #3170  
Salt Lake City, UT 84105

Mr. Slabbert,

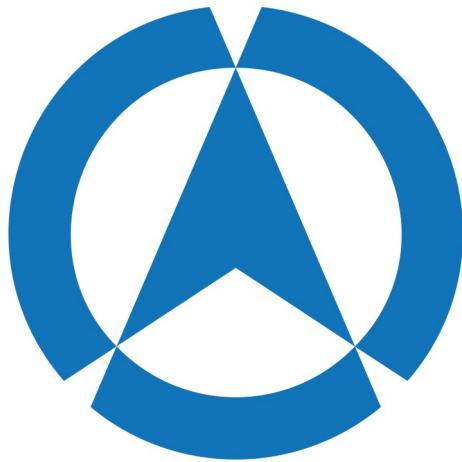
Navigate CM & Development is committed to delivering full-scope construction management services for the Magna City Hall & Community Center as identified in the feasibility study dated August, 2025. Below is our basic scope of services and proposed fee.

## **Base Scope of Services**

---

Our base scope of services provides the following services:

- Act as project representative and primary point of contact to ensure communication and coordination is not lost and no direction given without full knowledge and approval by the City.
- Conduct OAC and steering committee meetings. Document decisions and direction and follow up on action items.
- Engage additional consultants and contractors as needed with compliance to the City's procurement regulations including RFQ/RFP's and contracts.
- Administer contracts to ensure obligations are fulfilled.
- Ensure proper coordination between all aspects of the project to avoid costly mistakes.
- Establish and maintain a full project budget with monthly reporting on status.
- Establish and maintain a master schedule.
- Monitor all contributing parties to identify scope gaps.
- Review all proposed change orders and provide recommendations for approval when appropriate.
- Ensure submittals and RFI's are being distributed to the appropriate people and responses given in a timely manner and also review for compliance.
- Review all pay requests for accuracy prior to recommending approval for payment.
- Provide project reports and presentations to administration as needed. This typically includes progress status, quality of work, inspections, pending change orders, RFI's, potential claims and any other reports as needed.
- Monitor & document activities related to quality, accuracy and schedule to avoid disputes, delays or scope change.
- Review progress design plans at each milestone for constructability and quality.
- Coordinate with Local Authorities Having Jurisdiction to understand all requirements.



- Review bids for completeness, accuracy and scope gap.
- Compile and track all documentation to be turned over at project completion.
- Identify requirements for substantial completion and ensure work is completed as expected.
  - Ensure completion of as-builts for City records.
  - Assist with the punch list and monitor completion of all items.
  - Facilitate delivery of operations and maintenance manuals
- Review warranty work needed at 6 months and 11 months following occupancy.

## Proposed Fee

For all services as outlined above, we propose a fee of 3.10% of the budgeted construction cost based on the following assumptions:

- The budget for the base concept is understood to be \$2,025,000 which would be a fee of \$62,775.
  - The budget for base concept + sitework is understood to be \$2,500,000 which would be a fee of \$77,500.
- The budget for base concept + sitework + structural work to remove columns is understood to be \$2,715,000 which would be a fee of \$84,165.
  - Total project duration is assumed to be 14 months for design, permitting, construction and close-out. With a 14 month duration and a fee of \$62,775 for the base concept, our monthly fee is approximately \$4,484. If the duration is extended due to changes made directly by the City and not a result of the services provided, we reserve the right to adjust our fee based on the average monthly amount.

## Additional Services

If additional services are requested such as move coordination, FF&E, commissioning, neighbor coordination, etc., fees can be negotiated as a fixed fee or billed on an hourly basis approved in advance as follows:

Project Director	-----	\$190
Project Manager	-----	\$150
Assistant Project Manager	-----	\$110

## Acceptance

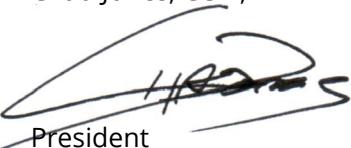
If you agree to the terms and conditions of this letter, please sign below.  
Thank you for your consideration.

Sincerely,  
Chad Jones, CCM, LEED AP

Accepted by: \_\_\_\_\_

Signature: \_\_\_\_\_

Representing: \_\_\_\_\_

  
President  
Navigate CM & Development LLC

Date: \_\_\_\_\_

## Standard Terms and Conditions

### Relationship of the Parties

Navigate CM & Development LLC (NVGTE) accepts the relationship of trust and confidence established by this Agreement, and covenants with The Client to cooperate with The Client, the design and construction teams and other parties to exercise NVGTE's skill and judgment in furthering the interests of The Client. NVGTE shall perform all services hereunder in an expeditious and economical manner consistent with The Client's interests.

### Scope of Services

NVGTE shall perform services on behalf of The Client, as The Client shall direct from time to time as generally described in this Agreement. NVGTE acknowledges that it is not The Client's agent, and that NVGTE shall have no authority to approve any contracts, costs, change orders or other amendments to any contracts between The Client and their designers, contractors, or vendors etc. until first approved by The Client.

### Independent Contractor

For all purposes of this Agreement, NVGTE shall be deemed an independent contractor and not an employee or agent of The Client.

### Termination

At any time either party may terminate this Agreement upon written notice to the other party. Upon receipt of such notice, NVGTE shall cease performing all services hereunder and this Agreement shall terminate, whereupon the parties shall have no further obligations to each other hereunder except that The Client shall be obligated to compensate NVGTE for services previously performed by NVGTE at the rates specified above.

### Professional Liability Insurance

At NVGTE's expense, NVGTE will carry Professional Liability Insurance in the amount of \$250,000 for the duration of this agreement.

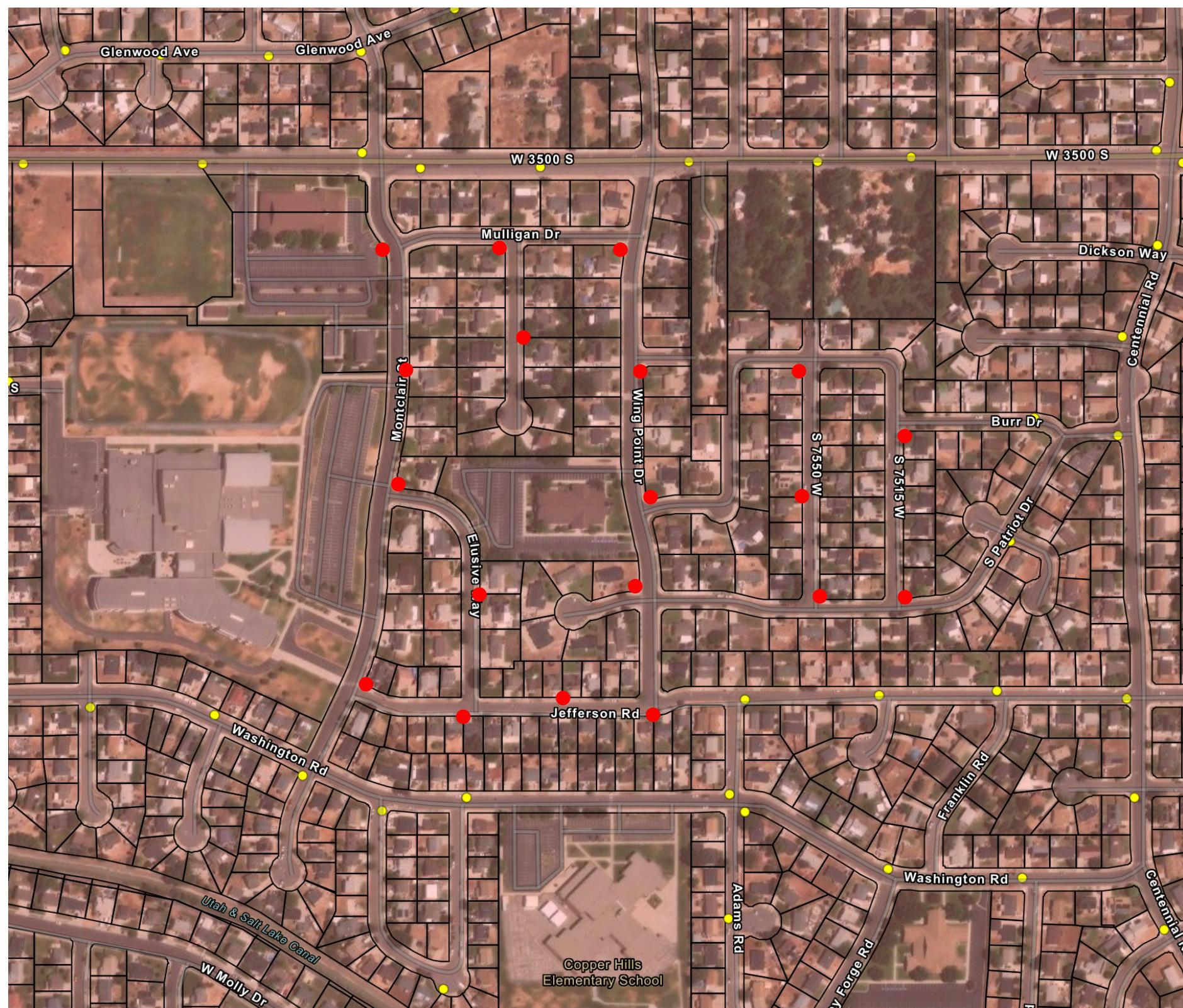
### Limitation of Liability

NVGTE and its staff are not lawyers, architects, engineers, designers, accountants, building inspectors, special inspectors, code enforcers, quality control inspectors, or building contractors and therefore NVGTE can only give its opinion on these or related issues. Services provided by NVGTE do not replace the need for these or other professional services. The Client agrees that NVGTE's services, liabilities, risk, and responsibilities do not include those types of services. Any contracts, change orders, purchase orders, and agreements etc. whether written or oral are not made between NVGTE and the vendor, contractor, subcontractor, supplier or design consultant providing the service or materials to the Project. The parties agree to a waiver of subrogation and further agree to limit any other liability or claim to the amount of fees paid. The Client agrees to hold NVGTE and its officers harmless for any and all claims that may arise during or as a result of the Project. No fixed limit of Project cost, construction duration, or construction quality standards shall be established as a condition of this Agreement.

NVGTE shall bear no financial responsibility whatsoever to The Client, contractors, subcontractors, consultants, vendors, suppliers, tenants, or other parties involved in the Project. NVGTE is not responsible for the safety of the jobsite or for the means, methods, designs, or material used or incorporated into the work or the failures or liabilities of The Client, or any other entity involved in the Project. All protections or limits of liability extended to The Client in its agreements with their designers, contractors, vendors, suppliers, tenants, or other parties involved in the Project are hereby extended to NVGTE by The Client. No obligations are assumed by NVGTE that The Client may agree to in its separate agreements with their architect, contractors, tenants, vendors, partners, lender, or other entities involved in the Project. In no event shall either Party be liable for consequential, incidental, special, indirect, or punitive damages arising in any way out of this Agreement whether either party has been advised of the possibility of such damages.

Dispute Resolution.

If any dispute or claim in law or equity arises out of this Agreement, NVGTE and The Client agree to attempt to settle such dispute or claim by mediation under the Commercial Mediation Rules of the American Arbitration Association. If such mediation is not successful in resolving such dispute or claim, then such dispute or claim shall be decided by neutral binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. In any dispute between the parties arising out of or related to this Agreement, whether resolved through mediation or arbitration, the prevailing party shall be entitled to receive from the other party its attorney fees and costs. This Agreement is made in the State of Utah. The parties' consent to the jurisdiction therein and shall be interpreted, governed, and enforced according to the laws of the State of Utah.



## MAGNA CITY PUBLIC NOTICE

### *Notice of Vacancy and Appointment as Council Member for District 3*

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Pursuant to Utah Code § 20A-1-510, Magna hereby gives notice of a vacancy of council member for District 3 due to Mick Sudbury, the current District 3 Council Member, becoming the Mayor-Elect. The remaining term will be from **January 13, 2026 through December 31, 2027**.

Individuals interested in being considered for appointment must meet the qualifications for office and officially declare their candidacy (as outlined below) for consideration. Applicants must:

- Be a United States citizen.
- Be a registered voter of Magna.
- Be a resident of Magna for at least 12 consecutive months prior to the appointment date of **January 13, 2026**.
- Be a resident of City Council District 3 (see map [HERE](#) on the Magna City Website under “City Council”)

The application (available online at <https://magna.utah.gov/171/City-Council>) includes:

- Declaration of Candidacy Form **\*\*DO NOT SIGN PRIOR TO APPOINTMENT\*\***
- Resume (not to exceed 3 pages)
- Letter of Intent Describing Why You Want to Be on the City Council (not to exceed 1 page)
- Interview Questions for review
- Conflict of Interest Form
- \$50 Declaration of Candidacy Filing Fee (per current Magna City Fee Schedule)

All applicants must make an appointment and declare their candidacy **IN PERSON (BY APPPOINTMENT ONLY)** with the City Recorder, Diana Baun, at the MSD Offices in Taylorsville between **Monday, January 5, 2026** and **Monday, January 12, 2026** at the Greater Salt Lake Municipal Services District Offices, 860 W. Levoy Dr., Suite 300, Taylorsville, UT 84123. Please contact Diana Baun at the phone number/email below to schedule an appointment.

The Magna City Council will interview candidates and select the appointee during the City Council Meeting to be held on **Tuesday, January 13, 2026**, at 6:00p.m. at the Webster Center, 8952 W. Magna Main St., Magna, UT 84044.

For more information, contact the Magna City Recorder at (385) 377-9466 or [dbaun@msd.utah.gov](mailto:dbaun@msd.utah.gov)

## **Mid-Term Vacancy Appointment Process**

### ***Guide for Candidates and Council Members***

In accordance with Utah Code 20A-1-510, when a council position becomes vacant, a specific process must be followed to fill that position. Here's what will happen at the January 13, 2026 meeting:

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#### **1. Procedures Explained**

The City Recorder will explain how the process will work so everyone understands what to expect. Time limits will be strictly enforced.

#### **2. Candidate Self-Introductions (1 minute each)**

Each candidate who declared for the District 3 Council Member position will have **one minute** to introduce themselves to the council.

#### **3. Question and Answer Period (20 minutes each)**

The candidates will be invited to exit the meeting during the interviews of other candidates. The order of interviews will be by the 2024-2025 Master Ballot Position List established by the Office of the Lt. Governor, as listed below. The current mayor and council members will ask questions to the candidates. Each candidate will have up to 2 minutes to respond to each question. The question and answer period will last approximately 20 minutes per candidate.

#### **4. Closing Statements (2 minutes each)**

Each candidate will have **two minutes** to make their final comments or pitch to the council.

#### **5. Deliberation and Voting**

- The council will deliberate on the candidates.
- The initial voting will be done by ballot; no one will know how individual council members voted unless they openly express it. The current mayor gets to vote.
- Each council member indicates their choice on the provided ballot.
- The City Recorder collects and counts the ballots.
- The candidate who receives the most votes wins.
- The council will then approve a resolution appointing the new mayor.

## **6. What Happens in Case of a Tie**

If two or more candidates receive the same number of votes (a tie), **the winner will be determined by a coin toss** conducted by the City Recorder as required by state law. The heads/tails will be assigned per the Master Ballot Position List (the first name according to the Master Ballot Position List will be assigned heads).

## **7. Appointment and Swearing-In**

The appointee will be officially sworn in as the new Council Member that same night during the city council meeting on January 13, 2026 and will serve until the next municipal election in 2027.



# MIDTERM VACANCY DECLARATION OF CANDIDACY

Please note that the information in this packet may be available to the public in accordance with Utah State Code 63G-2-301 and 63G-2-201.

**FIRST NAME**

**MIDDLE NAME**

**LAST NAME**

for the Magna office of District 3 Council Member for the remainder of the four (4) year term.

State of Utah  
County of Salt Lake

} ss.

I, \_\_\_\_\_, being first sworn and under penalty of perjury, say that I reside at \_\_\_\_\_, city of Magna, county of Salt Lake, state of Utah, Zip Code \_\_\_\_\_, Phone Number \_\_\_\_\_; that I am a registered voter; and that I am a candidate for the office of Council Member in District 3. I will meet the legal qualifications required of candidates for this office. If filing via a designated agent, I attest that I will be out of the state of Utah during the entire candidate filing period. I will file all campaign financial disclosure reports as required by law and I understand that failure to do so will result in my disqualification as a candidate for this office and removal of my name from the ballot. I request that my name be printed upon the applicable official ballots.

\_\_\_\_\_  
Email Address  
(one that is closely monitored)

\_\_\_\_\_  
Signature of Candidate  
**(must be signed in the presence of the filing officer)**

Subscribed and sworn to before \_\_\_\_\_ on this \_\_\_\_\_.  
(Filing Officer/Recorder) (month/day/year)

\$50 Filing Fee Paid:

# QUALIFICATIONS FOR CANDIDATE FILING DECLARATION

Please initial:

The filing officer read the constitutional and statutory qualifications as listed below to me, and I meet those qualifications.

- I am a United States citizen
- I am a registered voter of Magna
- I have resided in Magna for 12 consecutive months immediately before the date of the appointment.
- I reside in City Council District 3 (see map [HERE](#) on the City Website under "City Council")

I understand that an individual who holds a municipal elected office may not, at the same time, hold a county elected office.

I agree to file all campaign financial disclosure reports, and I understand that failure to do so may result in my disqualification as a candidate for this office, possible fines and/or criminal penalties, including removal of my name from the ballot.

I have complied with the conflict of interest disclosure requirements as required in 10-3-301.5.

I received a copy of the pledge of fair campaign practices, and I understand that signing this pledge is voluntary.

I provided a valid email, or physical address if no email is available, and I understand this will be used for official communications and updates.

I understand I will receive all financial disclosure notices by email.

I understand my name will appear on the ballot as it is printed on this declaration of candidacy.

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Signature of Filing Officer

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Date

## QUALIFICATIONS

### MUNICIPAL CANDIDATE

*Utah Code §10-3-301*

*Utah Code §20A-9-203*

- Registered voter in the municipality in which the individual is *appointed*.\*
- Must have resided within the municipality for which the candidate is seeking office for the 12 consecutive months immediately before the date of the *appointment*.
- Maintain a principal place of residence within the municipality, and within the district that the *appointed* officer represents, during the officer's term of office.
- If the individual resides in a territory which was annexed into the municipality: must have resided within the annexed territory or the municipality the 12 consecutive months immediately before the date of the *appointment*.
- Pay filing fee, if one is required by municipal ordinance.
- Not convicted of a felony, treason, crime, or offense relating to elections.\*\*
- Cannot have been declared mentally incompetent .

\* *Utah Code §20A-2-101 states: A registered voter (1) is a citizen of the United States; (2) is a resident of Utah; (3) will, on the date of that election, be at least 18 years old, (4) has been a resident of Utah for 30 days immediately before that election; (5) and is registered to vote.*

\*\* *Utah Code §20A-2-101.5 states: A person convicted of a felony loses the right to hold office until (1) all felony convictions have been expunged, OR (2) ten years have passed since the most recent felony conviction AND the person has paid all court-ordered restitution and fines AND the person has completed probation, been granted parole, or completed the term of incarceration associated with the felony.*

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**  
**UNDER THE MUNICIPAL OFFICERS' AND EMPLOYEES' ETHICS ACT**  
(Utah Code Annotated Section 10-3-1313, 20A-11-1604(6)), and 10-3-301.5

City/Town: \_\_\_\_\_

Mayor       City Council

Regulated Officeholder/Candidate (Print Name)

Candidate for Office

1. The name and address of each current employer and each employer during the preceding year including a brief description of the employment, occupation, and job title.

Current Employer(s):

Employer Name		Occupation	
Employer Address		Job Title	
Brief Description			
Employer Name		Occupation	
Employer Address		Job Title	
Brief Description			

Preceding Year Employer(s):

Employer Name		Occupation	
Employer Address		Job Title	
Brief Description			
Employer Name		Occupation	
Employer Address		Job Title	
Brief Description			

2. The name of the entity in which the regulated officeholder/candidate is or was an owner or officer during the current or preceding year including a brief description of the type of business or activity conducted by the entity and position.

Check if not applicable

Entity Name (current)		Position	
Brief Description			
Entity Name (preceding year)		Position	
Brief Description			

3. The name of each individual or entity, including a brief description of the type of business or activity, from which the regulated officeholder/candidate has received \$5,000 or more in income during preceding year.

Check if not applicable

Individual/Entity Name	
Brief Description	
Individual/Entity Name	
Brief Description	

4. The name and brief description of each entity in which the regulated officeholder/candidate holds any stocks or bonds having a fair market value of \$5,000 or more as of the date of this disclosure statement or during the preceding year (excluding funds managed by a third party, including blind trusts, managed investment accounts, and mutual funds).

Check if not applicable

Entity Name	
Brief Description	
Entity Name	
Brief Description	

5. The name of each entity or organization not listed above in which the regulated officeholder/candidate currently serves, or served in the preceding year, in a paid leadership capacity or in a paid or unpaid position on a board of directors including a brief description of the business or activity and position held.

Check if not applicable

Entity Name		Position	
Brief Description			
Employer Name		Position	
Brief Description			

6. (Optional): Description of any real property in which the regulated officeholder/candidate holds an ownership or other financial interest that the regulated officeholder/candidate believes may constitute a conflict of interest including a description of the type of interest.

Check if not applicable

Real Property	
Type of Interest	
Real Property	
Type of Interest	

7. The name of the regulated officeholder/candidate's spouse and the name and address of each current and preceding year employer if the regulated officeholder/candidate believes the employment may constitute a conflict of interest.

Check if not applicable

Spouse	
Employer (current)	
Employer (preceding year)	

8. The name of any other adult residing in the regulated officeholder/candidate's household who is not related by blood, including a brief description of their employment or occupation if the regulated officeholder/candidate believes the adult's presence may constitute a conflict of interest.

Check if not applicable

Other Adult	
Employment description OR Occupation	
Other Adult	
Employment description OR Occupation	

9. (Optional) A description of any other matter or interest that the regulated officeholder/candidate believes may constitute a conflict of interest.

Check if not applicable

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Check if applicable:

2025 Conflict of Interest Form already on file with City Recorder/Town Clerk

Under UCA 20A-11-1604(7)(a), I claim that I am an at-risk government employee as defined in UCA 63G-2-303(1)(a) and that my employment under Item 1 be redacted.

Under UCA 20A-11-1604(7)(a), I claim that my spouse is an at-risk government employee as defined in UCA 63G-2-303(1)(a) and that my spouse's employment under Item 7 be redacted.

I, the regulated officeholder/candidate, believe the information provided is true and accurate to the best of my knowledge.

Date: \_\_\_\_\_

Regulated Officeholder/Candidate Signature

Privacy Notice:

- The personal data collected in this form will be available to the public under 63G-2-301.
- Any personal data redacted in accordance with 20A-11-1604(7)(a) is not considered a public record under 63G-2-301. This data will be used for administrative purposes and will not be displayed to the public. This information is required under 20A-11-1604. Violation of this section may result in a class B misdemeanor and a \$100 fine. The information, unless specified, will be publicly available on the disclosures and possibly other election-related websites. Personal data collected on the website will not be sold. The personal data will be included in the record series GRS 1911.

## **CANDIDATE INTERVIEW QUESTIONS**

Please be prepared to answer the questions below during candidate interviews at the January 13, 2026 City Council Meeting.

1. What do you think the main responsibilities of a City Council Member are?
2. What do you see as the most pressing issues facing Magna, and how would you address them?
3. What do you see as the most pressing issues facing Council District 3, and how would you address them?
4. How would you handle a decision that is unpopular with your neighbors but is in the city's long-term best interest?
5. How do you balance fiscal responsibility with providing essential community services?
6. How do you think the city should balance growth, affordability, and sustainability?
7. What are three things that the City is doing especially well that you would champion to continue?
8. What are three things that the City could do better that you would encourage to be done differently?
9. How would you handle an issue the council was divided on?