



**Planning and Development Services**

860 Levoy Drive, Suite 300 • Taylorsville, UT 84123

Phone: (385) 910-5600

**Magna Planning Commission**

Public Meeting Agenda

**Thursday, April 9, 2026, 6:30 P.M.**

**Location**

Magna Webster Center  
8952 West Magna Main Street  
Magna, Utah

*UPON REQUEST, WITH 5 WORKING DAYS NOTICE, REASONABLE ACCOMMODATIONS FOR QUALIFIED INDIVIDUALS MAY BE PROVIDED. PLEASE CONTACT WENDY GURR AT 385-391-8268. TTY USERS SHOULD CALL 711.*

The Planning Commission Public Meeting is a public forum where, depending on the agenda item, the Planning Commission may receive comment and recommendations from applicants, the public, applicable agencies and MSD staff regarding land use applications and other items on the Commission’s agenda. In addition, it is where the Planning Commission takes action on these items, which may include: approval, approval with conditions, denial, continuance or recommendation to other bodies as applicable.

**LAND USE APPLICATION(S)**

**SUB2025-001427** - Amy and Joel Cosby, are seeking approval for a 7-lot single-family subdivision. **Acreage:** 2.47 Acres. **Location:** 7372 West 2820 South. **Zone:** R-1-8. **Planner:** Gordon Bennett (Motion/Voting)

**BUSINESS MEETING**

- 1) Election of Chair and Vice Chair 2026. (Motion/Voting)
- 2) Approval of March 12, 2026, Planning Commission Meeting Minutes. (Motion/Voting)
- 3) Utah Department of Transportation’s Walking Loops initiative and the proposed Magna Walking Loop postcard project. The purpose of the project is to highlight a walking path to encourage residents and visitors to explore local businesses and community gathering spaces. **Planner:** Matthew Starley (Discussion)
- 4) Other Business Items. (As Needed)

**PUBLIC HEARING(S)**

**OAM2025-001539** - Consideration of adoption of the Wildland-Urban Interface map set forth in Section 15.08.011 of the Magna Municipal Code, which adopted the 2006 Edition of the Utah Wildland-Urban Interface Code to comply with H.B. 48. **Planner:** MSD Planning (Discussion/Recommendation)

**ADJOURN**

# Rules of Conduct for Planning Commission Meetings

## PROCEDURE FOR PUBLIC COMMENT

1. Any person or entity may appear in person or be represented by an authorized agent at any meeting of the Commission.
2. Unless altered by the Chair, the order of the procedure on an application shall be:
  - a. The supporting agency staff will introduce the application, including staff's recommendations and a summary of pertinent written comments and reports concerning the application
  - b. The applicant will be allowed up to 15 minutes to make their presentation.
  - c. The Community Council representative can present their comments as applicable.
  - d. Where applicable, persons in favor of, or not opposed to, the application will be invited to speak.
  - e. Where applicable, persons opposing the application, in whole or in part will be invited to speak.
  - f. Where applicable, the applicant will be allowed 5 minutes to provide concluding statements.
  - g. Surrebuttals may be allowed at the discretion of the Chair.

## CONDUCT FOR APPLICANTS AND THE PUBLIC

1. Speakers will be called to the podium by the Chair.
2. Each speaker, before talking, shall give his or her name and address.
3. All comments should be directed to the Commissioners, not to the staff or to members of the audience.
4. For items where there are several people wishing to speak, the Chair may impose a time limit, usually 3 minutes per person, or 5 minutes for a group spokesperson. If a time limit is imposed on any member or spokesperson of the public, then the same time limit is imposed on other members or spokespersons of the public, respectively.
5. Unless otherwise allowed by the Chair, no questions shall be asked by the speaker or Commission Members.
6. Only one speaker is permitted before the Commission at a time.
7. The discussion must be confined to essential points stated in the application bearing on the desirability or undesirability of the application.
8. The Chair may cease any presentation or information that has already been presented and acknowledge that it has been noted in the public record.
9. No personal attacks shall be indulged in by either side, and such action shall be sufficient cause for stopping the speaker from proceeding.
10. No applause or public outbursts shall be permitted.
11. The Chair or supporting agency staff may request police support to remove offending individuals who refuse to abide by these rules.
12. After the public comment portion of a meeting or hearing has concluded, the discussion will be limited to the Planning Commission and Staff.



# Subdivision Staff Report

**Meeting Body:** Magna Planning Commission

**Meeting Date:** March 12<sup>th</sup>, 2026

**File Number & Project Type:**  
SUB2025-001427

Wade Manor Subdivision, 7 Lots

**Address:**

7372 W 2820 S

**Planner:**

Gordon Bennett

**Applicant:**

Amy and Joel Cosby

**Staff Recommendation:**

Approval of subdivision application with the storm water retention managed by an HOA

**Exhibits:**

- A. Updated Preliminary Plat
- B. Conceptual Review Comments
- C. Water/Sewer Approval Letter
- D. Retention Pond Easement
- E. Retention Pond Easement Exhibit
- F. HOA Intent
- G. Right of Way Section
- H. Development Agreement

## PROJECT DESCRIPTION

The applicants, Joel and Amy and Joel Cosby, are looking to subdivide the parcel at 7372 W 2820 S into seven single family lots ranging from 9,635 to 14,965 square feet. This infill subdivision will reflect the layout and character of the surrounding area, which is primarily made up of single-family homes on 10,000 square feet lots.

## SITE MAP



## **SITE VICINITY AND DESCRIPTION**

The surrounding parcels that are north, south, east, and west, are all zoned A-1, which is defined by Magna Code as an Agricultural Zone with a minimum lot size of 1 acre as of December 10<sup>th</sup>, 2024. At the time the surrounding parcels were subdivided, which was prior to the previously listed date, the minimum lot size for an A-1 Zone was 10,000 square feet.

## **BACKGROUND/HISTORY**

Originally, the parcel at 7372 W 2820 S was part of the parcel with an existing home and detached garage owned by the Hulse household at 7440 W 2820 S. In October 2024, the Hulse household sold off approximately  $\frac{3}{4}$  of their parcel, which was all vacant land, to a developer. The developer worked with planning staff to subdivide the Hulse parcel into two parcels, thus establishing the address 7372 W 2820 S.

In the spring of 2025, the applicants of this subdivision purchased the parcel that is proposed to be subdivided and applied for a rezone later that summer. Because the current minimum lot size of an A-1 Zone was adopted into Magna Code at the time, staff advised the applicant to apply for a rezone for the parcel so that it may reflect the existing character of the surrounding parcels. In September of 2025, Magna City Council granted approval of the rezone of 7372 W 2820 S from an A-1 to an R-1-8 Zone. The R-1-8 Zone is defined by Magna Code as a Single-Family Residential Zone with a minimum lot size of 8,000 square feet.

## **FINDINGS AS TO APPLICABLE STANDARDS**

18.08.080.D: If the plat conforms with the standards and objectives of the applicable zone, all required standards and specifications, and this Title and has been approved by the culinary water authority and the sanitary sewer authority, or the Salt Lake County Health Department where culinary water or sanitary sewer services are not available, the administrative land use authority shall approve the preliminary plat.

1. The standards and objectives of the applicable zone:  
The zoning of the parcel of the proposed subdivision is R-1-8, and all the parcels meet the minimum square footage of at least 8,000 square feet, the minimum parcel width of 65 feet, and minimum parcel depth of 25 feet.
2. All required standards and specifications:  
All review agencies have found the preliminary plat satisfactory. Please note that despite the comments from Unified Fire Authority and Urban Hydrology cited in Exhibit B, the applicant has addressed these revisions, including implementing fire hydrant access, and has agreed to maintain an HOA (*See Exhibit F*) for the upkeep of the stormwater retention and the 7' park strip on the east side of the street.
3. Title 18 requirements:  
The latest preliminary plat as shown in Exhibit A shows all the necessary design standards as cited in Title 18 of Magna Code except for certain items addressed in the

development agreement. These include street improvements, curbs, gutters, sidewalks, flood control and storm drainage facilities. The items not complying with Magna Code include the curb radii at the point the street intersects with 2820 South, and the 7' park strip and lack of sidewalk on the east side of the street necessary to accommodate retaining infrastructure, are part of the development agreement.

4. Approval by the Water Authority and Sewer Authority:  
A water/sewer availability letter has been provided by the Magna Water District and the Salt Lake County Health Department has given the project preliminary approval (See Exhibits B and C).

## **SUMMARY AND RECOMMENDATION**

### **Summary of issues:**

Despite the concerns engineering staff had regarding stormwater retention, the applicant has agreed to implement a limited purpose HOA to mitigate and maintain stormwater retention as state in Exhibits D, E, and F. There were also concerns regarding the curb radius and intersection offset expressed by engineering staff. A development agreement (*Exhibit H*) will ensure that the applicant will maintain safe and compliant traffic engineering standards for both the right of way, and the improvements to be installed. Referring to the comments in Exhibit B, the required revisions have been addressed in the current, up-to-date preliminary plat (*Exhibit A*), and the review staff have expressed no opposition to bringing this subdivision application before the Magna Planning Commission.

### **Recommendation:**

Staff recommends approval of the Wade Manor Subdivision preliminary plat with the following conditions:

1. The final plat will be approved by the Development Review Committee in accordance with Magna Code, Subsection 18.08.090. Submittal of the Final Plat, Engineering Drawings and Documents to the Development Review Committee for Final Plat Approval.
2. The Development Review Committee shall not approve the final plat until the Developer and the City have executed a Development Agreement. The executed Development Agreement shall be recorded along with the final subdivision plat.
3. The Municipal Engineer shall not allow the final subdivision plat to be recorded until the Developer has complied with the requirements in Magna Code, Subsection 18.08.110. Recording the Final Plat.

### **Subdivision:**

18.08.090.C: The administrative land use authority may:

1. Approve the preliminary plat;
2. Approve the preliminary plat with reasonable conditions intended to ensure compliance with the standards and objectives of the applicable zone and this Title;

3. Continue review of the preliminary plat, directing that changes be made to the preliminary plat so that it conforms with the standards and objectives of the applicable zone and this Title; or
4. Deny the preliminary plat because it does not meet the standards and objectives of the applicable zone and this Title.

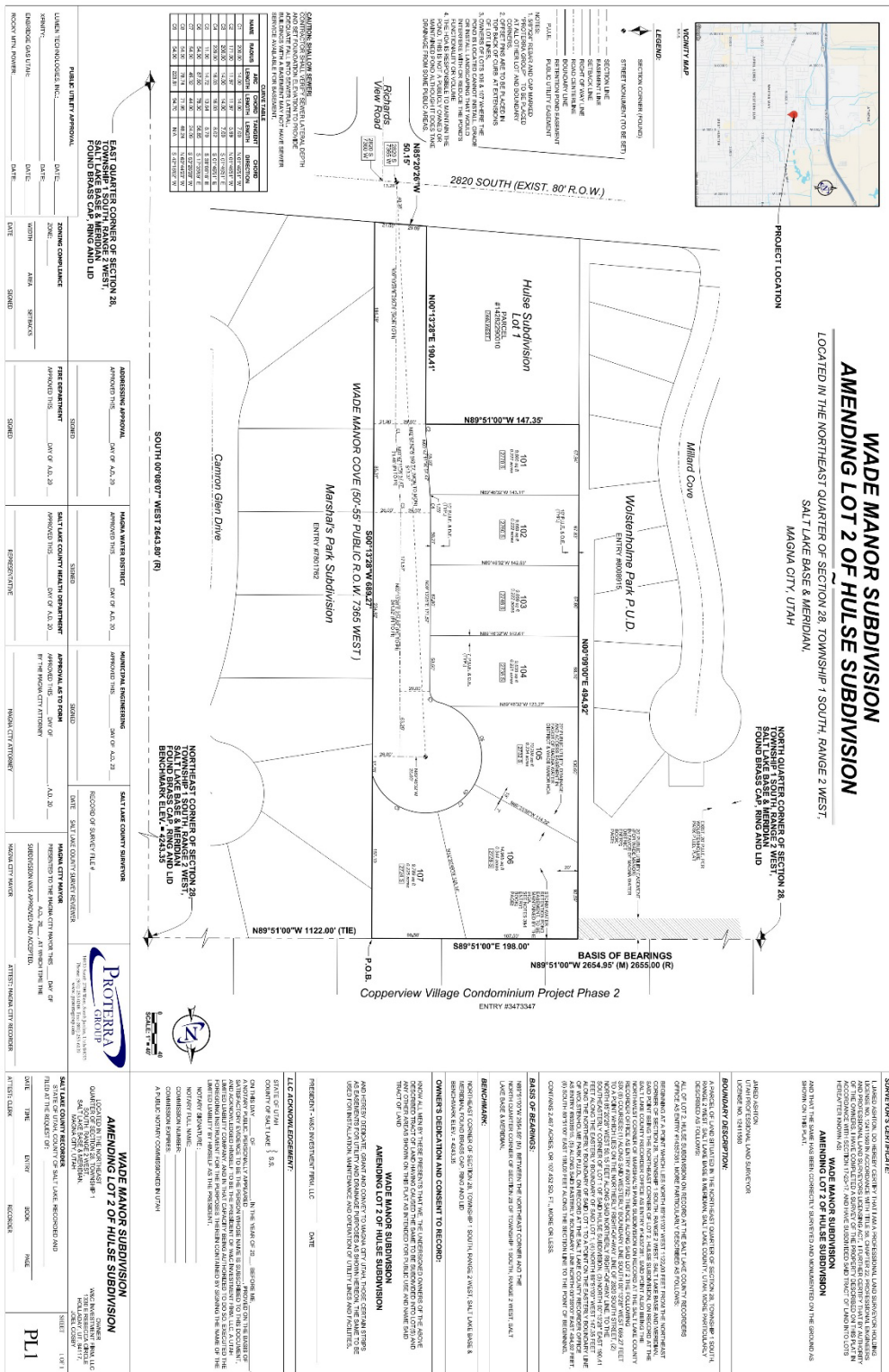


Exhibit B



**Planning and Development Services**  
860 Levoy Drive, Suite 300  
Taylorsville, UT 84123  
Phone: (385) 910-5600  
www.msd.utah.gov

**Circle as Applicable:**

Plans are Conceptually O.K.

Revisions Required

Additional Items Required

**Agency Review Comment Sheet**

Planning Comments

Reviewer Name: **Gordon Bennett**

Phone Number: **385-459-3386**

Email Address: **gbennett@msd.utah.gov**

Date of Review: **9/12/2025**

**Comments on Conceptual Plans:**

Plans are conceptually O.K. A technical review will be required after approval from the Magna City Planning Commission.

**Comments and Items for Technical Review:**



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SUB2025-001427

**Circle as Applicable:**

Plans are Conceptually O.K.

Revisions Required

Additional Items Required

**Agency Review Comment Sheet**

Geology Comments

Reviewer Name: **Greta Hamilton, PG**  
Phone Number: **801.554.1396**  
Email Address: **ghamilton@msd.utah.gov**  
Date of Review: **09/22/2025**

**Comments on Conceptual Plans:**

1)The site is located in a high liquefaction zone. The Geologic Hazards Disclosure form needs to be filled out and recorded at the County Recorder's office prior to land use approval. Please send a copy of the recorded document to [ghamilton@msd.utah.gov](mailto:ghamilton@msd.utah.gov).

2)Submit the geotech for technical review.

3) Add note "Footings excavations shall be inspected and approved in writing by a qualified Geotechnical Engineer prior to placement of concrete forms & rebar, where applicable."

**Comments and Items for Technical Review:**



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**Circle as Applicable:**

Plans are Conceptually O.K.

Revisions Required

Additional Items Required

**Agency Review Comment Sheet**

Grading Comments

Reviewer Name: Taylor Stewart

Phone Number: 385.459.5843

Email Address: [tstewart@msd.utah.gov](mailto:tstewart@msd.utah.gov)

Date of Review: 09/25/2025

**Comments on Conceptual Plans:**

Plans are conceptually okay.

**Comments and Items for Technical Review:**

- The stormwater sump proposed is infiltrating and deeper than it is wide. This structure meets the requirements of a UIC well registration through DWQ. Please apply for the UIC well permits to be recorded and submit the documentation.
- Will need a sediment and erosion control plan



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**Circle as Applicable:**

Plans are Conceptually O.K.

Revisions Required

Additional Items Required

**Agency Review Comment Sheet**

Urban Hydrology Comments

Reviewer Name: Francis Lokiru  
Phone Number: 385-522-9223  
Email Address: FLokiru@msd.utah.gov  
Date of Review: 9/26/2025

**Comments on Conceptual Plans:**

1. Water master must approve all drawings that show irrigation. Water master's approval is required as a signature block on the final irrigation drawings prior to approval.
2. See Sheet GP1 for comments. Sumps are not acceptable as public infrastructure.
3. According to USDA & NRCS soil classification these are class D soils which have poor infiltration capacity the retention ponds are not appropriate to use for each lot.

**Comments and Items for Technical Review:**

1. Please provide different drainage system including updated calculations.
2. Provide sizing calculations for the proposed retention basins on each lot.
3. Provide details of the proposed retention basin(s) including volume, side slope, High water mark and freeboard.
4. A SWMA will be required.



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**Circle as Applicable:**

Plans are Conceptually O.K.

Revisions Required

Additional Items Required

**Agency Review Comment Sheet**

Traffic Comments

Reviewer Name: **Ian Hartman, PE, PTOE**

Phone Number: **385-522-5725**

Email Address: **ihartman@msd.utah.gov**

Date of Review: **09/16/2025**

**Comments on Conceptual Plans:**

**See comments throughout "Wade manor subdivision prelim 06-06-25 (2).pdf"**

**Comments and Items for Technical Review:**



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Phone: (385) 910-5600  
www.msd.utah.gov

**Circle as Applicable:**

Plans are Conceptually O.K.

Revisions Required

Additional Items Required

**Agency Review Comment Sheet**

Surveyor Comments

Reviewer Name: **Brandon Hoxer**

Phone Number: **(385)468-8261**

Email Address: **BHoxer@saltlakecounty.gov**

Date of Review: **October 10, 2025**

**Comments on Conceptual Plans:**

**Plans are conceptually ok.**

**Comments and Items for Technical Review:**

**Technical review required.**



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www.msd.utah.gov

**Circle as Applicable:**

Plans are Conceptually O.K.

**Revisions Required**

Additional Items Required

**Agency Review Comment Sheet**

Unified Fire Authority Comments

Reviewer Name: **Greg Bell, Area Fire Marshal**  
Phone Number: **385-556-9979**  
Email Address: **gbell@unifiedfireut.gov**  
Date of Review: **09/15/2025**

**Comments on Conceptual Plans:**

- 1-Provide a fire flow report for the project
- 2-Add fire hydrant on the corner of 7440 W 2820 S due to IFC section C103 fire hydrant spacing.

**Comments and Items for Technical Review:**



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Phone: (385) 910-5600  
[www.msd.utah.gov](http://www.msd.utah.gov)

**Circle as Applicable:**

Plans are Conceptually O.K.

Revisions Required

Additional Items Required

**Agency Review Comment Sheet**

Health Department Comments

Reviewer Name: [Brad Johnson](#)

Phone Number: [385-468-3898](tel:385-468-3898)

Email Address: [bradjohnson@saltlakecounty.gov](mailto:bradjohnson@saltlakecounty.gov)

Date of Review: [9/12/2025](#)

**Comments on Conceptual Plans:**

Concept OK. Water/Sewer availability letter meets requirements. It is recommended you update the Water/Sewer letter with the final subdivision name.

When you are ready please schedule the plat (mylar) signing by calling or emailing the Water Quality Bureau at 385-468-3862 or [waterquality@saltlakecounty.gov](mailto:waterquality@saltlakecounty.gov).

**Comments and Items for Technical Review:**



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Phone: (385) 910-5600  
www.msd.utah.gov

**Circle as Applicable:**

Plans are Conceptually O.K.

Revisions Required

Additional Items Required

**Agency Review Comment Sheet**

Building Comments

Reviewer Name: **Lori Jessop**  
Phone Number: **801-678-1811**  
Email Address: **ljessop@msd.utah.gov**  
Date of Review: **9/22/25**

**Comments on Conceptual Plans:**

Plan review for code compliance will not be completed at this time. At the time of building permit application, please provide the following:

Fire flow verification and/or show how compliance is going to be made with any Unified Fire District Guidelines.

Documents that were approved during the Land Use process.

Plans that show compliance with current building code requirements. Plans must show how fire-resistance ratings will be met for any portion of the building (wall pop outs, eaves, etc) that project closer than 5 feet to the property line or fire separation distance line.

At the time of building permit application, plans must show how fire-resistance ratings and their listings on the plans.

The geotechnical report for this subdivision with each building permit application.

Survey certificates will be required to be provided at the footing inspection for buildings located 6' or less from a property line or 12' or less from another building.

Separate permits are required for any retaining walls over 4 feet in height or retaining walls of any height supporting a surcharge.

Separate permits are required for fences over 7 feet tall.

**Comments and Items for Technical Review:**



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www.msd.utah.gov

**Circle as Applicable:**

Plans are Conceptually O.K.

Revisions Required

Additional Items Required

**Agency Review Comment Sheet**

Public Works Operations Comments

Reviewer Name:

Phone Number:

Email Address:

Date of Review:

**Comments on Conceptual Plans:**

**Comments and Items for Technical Review:**



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**Circle as Applicable:**

Plans are Conceptually O.K.

Revisions Required

Additional Items Required

**Agency Review Comment Sheet**

Public Utility Comments

Reviewer Name:

Phone Number:

Email Address:

Date of Review:

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**Comments on Conceptual Plans:**

**Comments and Items for Technical Review:**



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**Circle as Applicable:**

Plans are Conceptually O.K.

Revisions Required

Additional Items Required

**Agency Review Comment Sheet**

~~Addressing~~  
~~Other Comments~~

Reviewer Name: **Marie Schleicher**  
Phone Number: **801-678-2826**  
Email Address: **maschleicher@msd.utah.gov**  
Date of Review: **10/01/2025**

**Comments on Conceptual Plans:**

Please add in frontage numbers and intersections as per markup on page 3 of document WADE MANOR SUBDIVISION PRELIM 06-06-25.pdf, thank you.

**Comments and Items for Technical Review:**

Exhibit C



06/12/2025

Salt Lake County Health Department  
788 E Woodoak Lane  
Murray, Utah 84107  
healthwater@slco.org

Re:

**Hulse Subdivision  
7372 West 2820 South  
Magna UT, 84044  
single family residential**

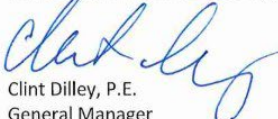
**Joel Cosby - W&C Investment LLC  
jdcosby21@gmail.com  
Nick Harper - 801-671-1871  
nickharper52@gmail.com**

Jessica Antezano,

This letter is to certify that based on the plans for the above reference project, Magna Water District, can furnish culinary water and sewer service to this project. Any revisions to said plans after this certification which affect water or sewer service in any way will invalidate this certification. To allow for timely progression of this project, the District requests that any such changes in the plans be promptly provided to the District by the developer so that re-certification may be made.

The District will be able to furnish at a minimum of 20 pounds pressure, culinary water which has been approved by the State Board of Health, if the developer and customer meet all the rules, regulations, and fees of the District. All water and sewer service lines and provisions of said services are subject to and governed by the current rules, regulations, and resolutions of the District.

For any additional information, please contact Magna Water District at (801) 250-2118.

  
Clint Dilley, P.E.  
General Manager  
Magna Water District

PO BOX 303, MAGNA, UT 84044-0303 • 801-250-2118 • WWW.MAGNAWATER.COM

**WADE MANOR STORM WATER RETENTION POND EASEMENT**

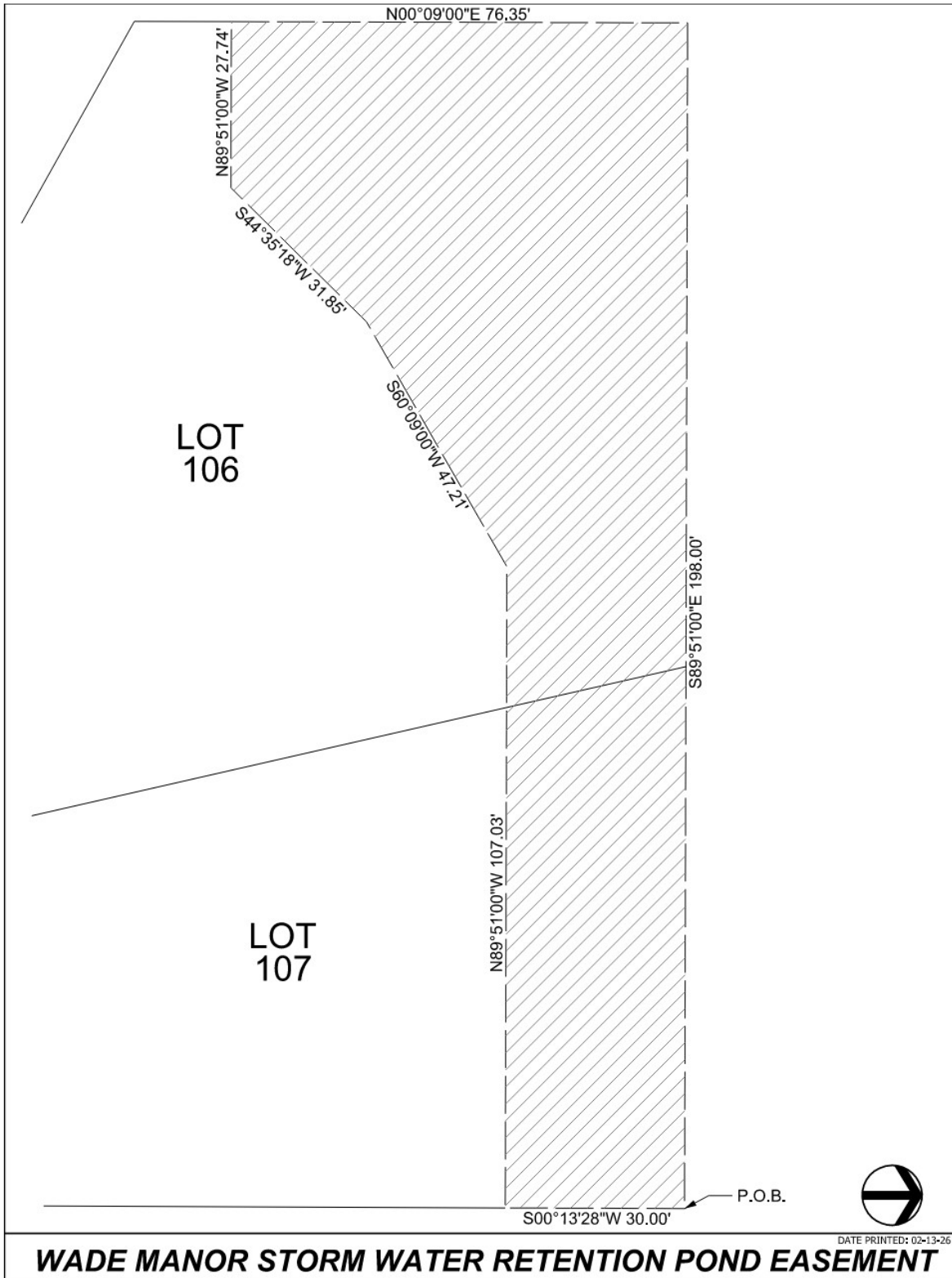
BEGINNING AT A POINT WHICH LIES NORTH 89°51'00" WEST 1122.00 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE NORTHEAST CORNER OF LOT 2, HULSE SUBDIVISION, ON RECORD AT THE SALT LAKE COUNTY RECORDER OFFICE AS ENTRY #14357381, SAID POINT ALSO BEING THE NORTHWEST CORNER OF MARSHAL'S PARK SUBDIVISION ON RECORD AT THE SALT LAKE COUNTY RECORDER OFFICE AS ENTRY #7801762; THENCE ALONG THE EASTERLY LINE OF SAID LOT 2 SOUTH 00°13'28" WEST 30.00 FEET; THENCE NORTH 89°51'00" WEST 107.03 FEET; THENCE SOUTH 60°09'00" WEST 47.21 FEET; THENCE SOUTH 44°35'18" WEST 31.85 FEET; THENCE NORTH 89°51'00" WEST 27.74 FEET TO A POINT WHICH LIES ON THE WESTERLY LINE OF SAID LOT 2; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 THE REMAINING TWO COURSES: (1) NORTH 00°09'00" EAST 76.35 FEET, (2) SOUTH 89°51'00" EAST 198.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 8,483 SQ. FT., MORE OR LESS.

**REQUIREMENTS:**

1. OWNERS OF LOTS 106 & 107 WHERE THE POND IS LOCATED CANNOT INSTALL, GRADE OR INSTALL LANDSCAPING THAT WOULD INTERFERE WITH OR REDUCE THE POND'S FUNCTIONALITY OR VOLUME.
2. THE HOA IS RESPONSIBLE TO MAINTAIN THE POND. THIS IS NOT A PUBLICLY OWNED OR MAINTAINED POND ALTHOUGH IT DOES TAKE DRAINAGE FROM SOME PUBLIC AREAS.

Exhibit E



## Exhibit F

### DRAFT – FOR MUNICIPAL REVIEW PURPOSES ONLY

Not Executed • Not Recorded • Preliminary Review Only

#### **Project Identification**

**Subdivision Name:** Wade Manor Subdivision

**Municipal Services District Application No.:** SUB2025-001427

**Property Address:** 7440 W 2820 S, Magna, Utah 84044

**Current Parcel No.:** 14-28-229-001

**Property Size:** 2.47 Acres

**Status:** Property is currently under review by Municipal Services District – Greater Salt Lake and is being prepared for presentation to the City of Magna Planning Commission. New parcel numbers will be assigned upon subdivision approval.

#### **Draft Declaration of Covenants, Conditions & Restrictions (CC&Rs)**

HOA & Retention Pond Responsibility

##### **1. Creation of Homeowners Association**

There is hereby created a homeowners association to be known as Wade Manor Homeowners Association (“Association”), which shall be a Utah nonprofit corporation. Membership in the Association shall be mandatory and shall be appurtenant to ownership of any Lot within the Wade Manor Subdivision.

##### **2. Declarant**

Declarant: J&C; Property Improvement LLC, 1330 E Rebecca Cir, Holladay, Utah 84117 (“Declarant”) shall be the initial Declarant and shall retain control of the Association until such time as control is transferred in accordance with the Association’s governing documents.

##### **3. Purpose of the Association**

The Association is formed for the purpose of owning, operating, maintaining, repairing, and replacing all Common Areas and Common Facilities within the subdivision, including but not limited to stormwater infrastructure and the retention pond.

##### **4. Common Areas**

The Common Areas shall include, without limitation, the retention pond and associated stormwater facilities as depicted on the approved subdivision plat for Wade Manor Subdivision, together with any drainage structures, piping, outfalls, and related improvements.

##### **5. Retention Pond Maintenance Responsibility**

The Association shall be solely and perpetually responsible for the operation, inspection, maintenance, repair, and replacement of the retention pond and all associated stormwater management facilities. Maintenance includes sediment removal, vegetation management, structural integrity, and ongoing stormwater compliance.

#### **6. Maintenance Company**

The Association shall contract with J&C; Property Management LLC as its maintenance and management company to perform routine and ongoing maintenance of the retention pond and associated facilities. The Association shall retain ultimate responsibility for compliance and performance.

#### **7. Funding of Maintenance**

The Association shall have the authority to levy regular and special assessments against Lot owners sufficient to fund all maintenance obligations, including reserves related to the retention pond and stormwater facilities.

#### **8. City Protection**

The retention pond and stormwater facilities shall not be accepted or maintained by the City of Magna. The City shall have no obligation for maintenance, repair, or replacement. In the event of failure by the Association, the City may perform necessary maintenance and assess costs as permitted by law.

#### **9. Duration**

These covenants shall run with the land and shall be binding in perpetuity unless amended in accordance with the governing documents and applicable law.

# HOA Implementation & Retention Pond Maintenance Memorandum

Prepared for Preliminary Subdivision Review

## Project Information

Project: Wade Manor Subdivision  
MSD Application No.: SUB2025-001427  
Location: 7440 W 2820 S, Magna, Utah 84044  
Parcel No.: 14-28-229-001 (new parcel numbers to be assigned upon approval)  
Acreage: 2.47 Acres  
Prepared by: Amy Cosby

## Purpose of Memorandum

This memorandum documents the intent and structure for establishment of a Homeowners Association ("HOA") and confirms long-term maintenance responsibility for the retention pond and associated stormwater facilities as part of the Wade Manor Subdivision.

## HOA Formation

The developer, J&C; Property Improvement LLC, 1330 E Rebecca Cir, Holladay, Utah 84117, intends to form Wade Manor Homeowners Association, a Utah nonprofit corporation, prior to final plat approval. J&C; Property Improvement LLC shall serve as the initial Declarant until turnover in accordance with the HOA governing documents.

## Governing Documents

The HOA shall be governed by Articles of Incorporation, Bylaws, and a Declaration of Covenants, Conditions & Restrictions (CC&Rs;). Draft CC&Rs; are provided for municipal review. Final executed and recorded CC&Rs; shall be recorded with the Salt Lake County Recorder prior to or concurrent with final plat approval.

## Retention Pond Ownership & Maintenance

The retention pond and associated stormwater facilities shall be designated as Common Areas owned and maintained by the HOA. The HOA shall be solely and perpetually responsible for operation, maintenance, repair, replacement, and stormwater compliance. The City of Magna shall have no maintenance responsibility.

## Maintenance Provider

The HOA shall contract with J&C; Property Management LLC to perform ongoing maintenance of the retention pond and associated facilities. The HOA shall retain oversight responsibility.

## Funding

The HOA shall levy assessments sufficient to fund all maintenance obligations, including reserves for stormwater infrastructure.

**Recording & Final Approval**

Final HOA governing documents shall be executed, notarized, and recorded with the Salt Lake County Recorder following City approval and prior to final plat recordation.

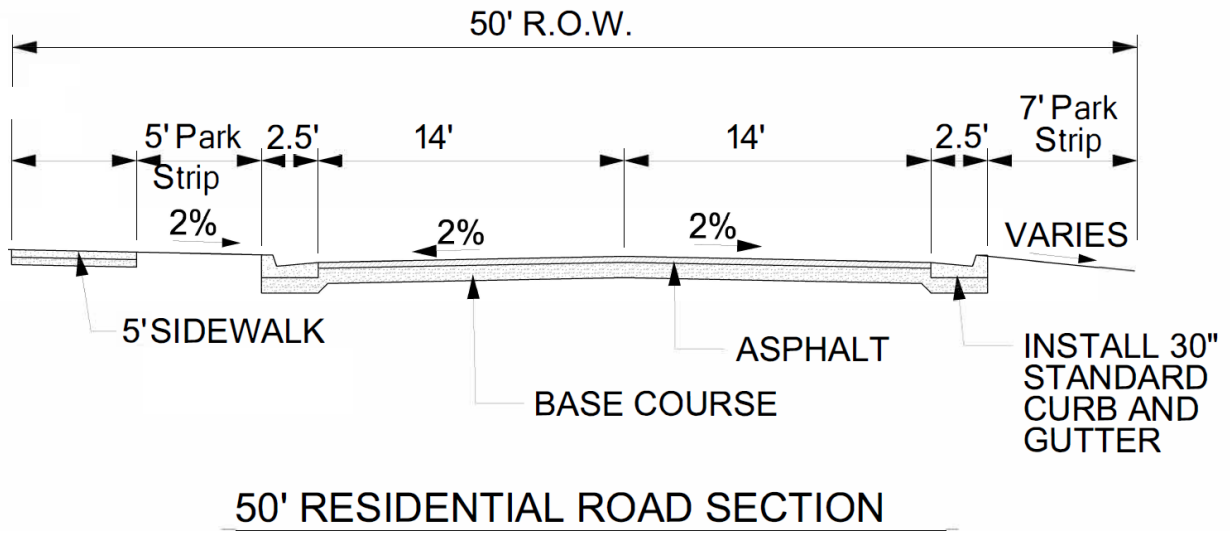


Exhibit H

**MAGNA CITY**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**WADE MANOR SUBDIVISION**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, (“**Effective Date**”) by and between Magna City, a Utah municipal corporation (the “**City**”) and [insert Developer name] (“**Developer**”), a [insert type of entity]. The City and Developer are each referred to as “**Party**” and collectively as “**Parties**” herein.

**RECITALS**

WHEREAS, the Developer seeks to develop property within the City (the “**Project**”). The property consists of approximately 2.47 acres/107,452 square feet, identified as Hulse Subdivision, Lot 2, County Parcel No. 14-28-229-013-0000 and incorporated herein by this reference (the “**Property**”); and

WHEREAS, the Developer is owner or authorized agent of the owner of the Property; and

WHEREAS, the Developer and the City desire for the Project to include certain terms and conditions that best accomplish the purposes of the City’s ordinances applicable to the Project; and

WHEREAS, those certain terms and conditions are set forth herein this Agreement; and

WHEREAS, it is in the best interests of both the Developer and the City that this Agreement be adopted and effective as a “development agreement” within the meaning, and subject to the provisions, of Utah Code Ann. Section 10-20-508 *et seq.* and to consent to all the terms of this Agreement as valid conditions of development of the Project.

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

**1. Term.**

- 1.1. This Agreement shall have a Term of four (4) years from the date the Project plat is recorded or until the earliest occurrence of: (i) such date as the Project is abandoned, defined as written notice from Developer to the City that it no longer intends to develop the Project; (ii) the use or active development is discontinued for a period of more than two (2) years; or (iii) the Developer defaults on any provision of this Agreement and the default is not resolved as specified in this Agreement..

## **2. Project Description.**

The Project is a 7- lot residential subdivision in an R-1-8 Zone and the preliminary subdivision plat attached as **Exhibit A**.

## **3. Development Standards.**

- 3.1. Development Standards. The site development standards are set forth in **Exhibit B** “Development Standards.” All development standards and other requirements under the City’s ordinances applicable to the Project not expressly modified by this Agreement, including the Utah Municipal Land Use Development and Management Act, remain in full force and effect. Together, Exhibit B standards and the remaining development standards in the City’s ordinances are the “**Development Standards**” for the Project.
- 3.2. Density; Maximum Units; Square Footage. The City does not, and may not, provide Developer with any guarantee of the number of units, density, or non-residential square footage which may be built in the Project. Developer assumes all responsibility for development and design of the Project within the Development Standards, which may result in fewer total unit than expected.
- 3.3. Fees. Nothing herein shall be construed to relieve Developer of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges, at the time of permit application or pulling permits, in the ordinary course, as part of the development process, as set forth in the existing City fee schedule. These costs will be paid pursuant to the completion assurance procedures and other procedures set forth in City ordinances and policies.

## **4. Infrastructure Improvements.**

- 4.1. Subdivision Improvement Plans. City and Developer agree to submit and review subdivision improvement plans for compliance prior to, and if necessary subsequent to the land use authority taking action on the preliminary subdivision plat. The final subdivision plat will be recorded in accordance with Magna Code 18.08.110.
- 4.2. Infrastructure Improvements. Developer agrees to construct and/or dedicate project improvements as reasonably directed by the City in the ordinary course, including but not limited to roads, driveways, water, sewer, and other utilities as shown on the approved final plans and in accordance with current City standards. Developer shall satisfactorily complete construction of all Project improvements in a good and workmanlike manner, no later than two (2) years after the recording of the Project plat, subject to reasonable delays due to events of force majeure. Developer shall comply with all completion assurance and bonding requirements of the City in accordance with **Exhibit C**.

## **5. Homeowners Association.**

A Homeowners Association (“HOA”) shall be created as part of the Project, which shall hold a drainage easement for a detention pond located on Lots 106 and 107. The HOA shall be responsible for the maintenance and operation of the detention pond and shall enact rules and regulations to accomplish this purpose. If the HOA later becomes insolvent or fails to maintain proper documentation and filings with the State of Utah and loses its authority to operate and transact business as a property owners association in the State of Utah, then the City shall have the right to, but is not obligated to, enforce the HOA’s rules and regulations as well as maintain and operate the detention pond. The City shall have all authority granted to the HOA by virtue of this document and related HOA articles, bylaws, and recorded covenants, conditions, and restrictions, or similar documents, including but not limited to, the authority to impose and collect maintenance fees and other necessary fees and/or assessments as deemed necessary by the City.

## 6. Recording.

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

## 7. Default.

- 7.1. Notice. If the Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide a written “**Notice of Default**” to the other Party
- 7.2. Contents of the Notice of Default. The Notice of Default shall:
  - 7.2.1. Specify the claimed event of default;
  - 7.2.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default; and
  - 7.2.3. If the City chooses, in its discretion, it may propose a method and time for curing the default which shall be of no less than thirty (30) days duration, if weather conditions permit.
- 7.3. Remedies. Upon the occurrence of any default, and after notice as required above, then the parties may have the following remedies:
  - 7.3.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

7.3.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.

7.3.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer until the default has been cured.

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

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

## **8. Vesting**

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

## **9. Notices**

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by a nationally recognized overnight courier service, or sent by email. Notice by email shall be effective upon receipt of electronic confirmation of delivery. Notices to the parties shall be sent to the addresses set forth below or such other address as a party may designate by notice to the other Party:

**CITY**

**DEVELOPER**

## **10. General Provisions**

- 10.1. As a governmental entity, the City is subject to the governmental immunity protections pursuant to Utah Code Annotated § 63G-7-101 et. seq. as well as the records management provisions set forth in Utah Code Annotated § 63G-2-101 et. seq. To the extent applicable, this Agreement is subject to the foregoing statutes.
- 10.2. The recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits to this Agreement are hereby incorporated into this Agreement as if fully set forth herein.
- 10.3. This Agreement may be amended only in writing signed by the Parties hereto.
- 10.4. In the event that legal action is required in order to enforce the terms of this Agreement, the prevailing party shall be entitled to receive from the faulting party any costs and attorney's fees incurred in enforcing this Agreement from the defaulting party.
- 10.5. This Agreement constitutes the entire agreement between the parties. No changes or modifications may be made in this Agreement except in writing signed by both parties.
- 10.6. The requirements, obligations and conditions contained within this Agreement shall be binding upon Developer, its successors and assigns, and if different than Developer, the legal title holders and any ground lessors. All rights granted hereunder to Developer shall ensure to the benefit of the Developer's successors and assigns, and if different than Developer, the legal title holder and any ground lessors.
- 10.7. This Agreement does not create a joint venture relationship, partnership or agency relationship or fiduciary relationship between the City, or Developer. Except as specifically set forth herein, the parties do not intend this Agreement to create any third-party beneficiary rights.
- 10.8. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, will continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable by the final order of a court of competent jurisdiction, either Party to this Agreement may, in its sole and absolute discretion, terminate this Agreement by providing written notice of such termination to the other Party.
- 10.9. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of

- the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- 10.10. The singular will include the plural; the masculine gender will include the feminine; “will” and “shall” are mandatory; “may” is permissive.
  - 10.11. Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.
  - 10.12. This Agreement shall be recorded against the Property senior to any respective covenants and any debt security instruments encumbering the Property.
  - 10.13. This Agreement is entered into in Tooele County in the State of Utah and shall be construed under the laws of the State of Utah, irrespective of Utah’s choice of law rules, and the parties hereto intend that Utah law shall apply to the interpretation thereof.
  - 10.14. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
  - 10.15. No action taken by any Party may be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.
  - 10.16. Each party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated and to execute, deliver, and perform its obligations under this Agreement. Specifically, on behalf of the City, the signature of the City Manager or Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to the Approval Ordinance indicated on the Cover Sheet.
  - 10.17. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by email shall be deemed originally signed copies of this Agreement.
  - 10.18. The undersigned certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel during the term of this Agreement. The undersigned further acknowledges that its engagement in a boycott of the State of Israel would be in violation of Utah Code Ann. Section 63G-27-201 and could result in termination of this Agreement.

10.19. Except as expressly modified by this Agreement, any statute or municipal code referred to in this Agreement shall be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.

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

**CITY ACCEPTANCE**

\_\_\_\_\_  
Magna City  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

Approval as to Form:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Magna City Attorney

**DEVELOPER ACCEPTANCE**

\_\_\_\_\_  
Developer  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH                    )  
  :ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he/she is the [POSITION TITLE] of [DEVELOPER], a [STATE] [LLC/Corporation/Individual] and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

DRAFT



**Exhibit B**

*Development Standards*

1. The curb returns may make use of a ten foot (10') radii rather than the required twenty foot (20') radii.
2. Vertical grades shall not exceed a maximum of ten percent (10%). Retaining walls used to comply with this standard must have provisions for maintenance access.
3. The right-of-way shall not exceed fifty feet (50') width. This right of way shall include:
  - a. A twenty-eight foot (28') wide paved surface, base course, and subgrade in accordance with Magna's adopted Engineering Standards and Drawings.
  - b. Curb and gutter on each side of the paved surface per APWA Standard Plan 205.
  - c. On the west side of the road, a five-foot (5') sidewalk with a five-foot (5') park strip between the roadway edge of sidewalk and the back of the curb in accordance with Magna Code 14.12.060. This park strip shall be landscaped in accordance with Magna Code 19.50.060., Landscaping of Park Strips. This park strip shall include one (1) deciduous tree for every twenty-five linear feet (25') of frontage in accordance with Magna Code 19.50.060.G., Trees in Park Strips.
  - d. In order to comply with Magna City Code Section 18.12.030, which requires that intersecting streets not be offset by more than fifteen feet (15'), the requirement for a five-foot (5') park strip and five-foot (5') sidewalk on the east side of the road is waived subject to subsection 2.e.
  - e. On the east side of the road, in lieu of the typical park strip and sidewalk, a 7' park strip to accommodate the retaining wall necessary for road construction. In addition to the necessary retaining wall, this park strip will have a weed barrier covered by not less than four inches (4") of  $\frac{3}{4}$  inch gravel mulch. The HOA shall be responsible for maintaining this park strip and keeping it free of weeds.
4. A storm water detention pond shall be established on Lots 106 and 107. Drainage easements for the stormwater detention pond shall be conveyed in favor of the HOA, as set forth in Section 5 of the Agreement.

**Exhibit C**

***Public Infrastructure and Bonding Requirements***

1. The Developer is responsible for constructing, at the Developer's cost, a 50' public right of way, approximately 553' long from the center of 2820 South to the center of a 51' radius cul-de-sac at the north end of the right of way. The Developer will construct that right of way in accordance with Magna City's adopted Standards and Drawings and Magna Code except as provided for in Exhibit B.
2. The Developer shall establish, at the Developer's cost, a storm water retention pond adequately sized to retain storm water in accordance with Magna City's adopted Standards and Drawings and Magna Code.
3. The Developer shall file Performance Bonds and Durability Bonds in accordance with Chapter 18.16 of Magna Code.
4. The Developer shall construct, at the Developer's cost, infrastructure required to provide culinary water, sanitary sewer, pressurized irrigation, electrical power, natural gas, and other service infrastructure necessary to provide each lot within the subdivision with adequate services in accordance with Magna Code, applicable building and fire codes, and Utah Code.



**Planning and Development Services**

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

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

**MEETING MINUTE SUMMARY  
MAGNA PLANNING COMMISSION MEETING  
Thursday, March 12, 2026, 6:30 p.m.**

**Approximate meeting length:** 2 hours 26 minutes

**Number of public in attendance:** 40

**Summary Prepared by:** Wendy Gurr

**Meeting Conducted by:** Commissioner Cripps

*\*NOTE: Staff Reports* referenced in this document can be found on the State website, or from Planning & Development Services.

**ATTENDANCE**

**Commissioners and Staff:**

Commissioners	Public Mtg	Business Mtg	Absent
Dan Cripps (Vice Chair)	x	x	
Aaron Weight (Chair)	x	x	
Todd Richards	x	x	
Jed Taylor	x	x	

Planning Staff / DA	Public Mtg	Business Mtg
Wendy Gurr	x	x
Jeff Miller	x	x
Brian Tucker	x	x
Mike Milne	x	x
Clayton Preece	x	x
Claire Gillmor	x	x

*Commissioner Cripps read the Chairs Opening Statement.*

**BUSINESS MEETING**

**Meeting began at – 6:35 p.m.**

- 2026 Planning Commission Meeting Schedule. (Motion/Voting)  
**Motion:** To approve the 2026 Planning Commission Meeting Schedule.  
**Motion by:** Commissioner Richards  
**2<sup>nd</sup> by:** Commissioner Taylor  
**Vote:** Commissioners voted unanimously in favor (of commissioners present)
- Approval of November 13, 2025, Planning Commission Meeting minutes.  
**Motion:** To approve November 13, 2025, Planning Commission Meeting minutes.  
**Motion by:** Commissioner Richards  
**2<sup>nd</sup> by:** Commissioner Taylor  
**Vote:** Commissioners voted unanimously in favor (of commissioners present)
- Other Business Items (as needed)  
*No other business items to discuss.*

## LAND USE APPLICATION(S)

**Hearings began at – 6:38 p.m.**

**SUB2026-001573** – Ivory Homes requests preliminary plat approval for phases 5, 6, 7 and 8 of the Mahogany Ridge Subdivision as set forth in the approved master development agreement, P-C zone plan, and community structure plan. **Acreage:** 19.5 acres. **Location:** (approximately) 8100 West 4100 South. **Zone:** P-C Planned Community. **Planner:** Jeff Miller (Motion/Voting)

*Greater Salt Lake Municipal Services District Planner Jeff Miller provided an analysis of the Staff Report.*

**Speaker # 1:** Ivory Development

**Name:** Ross Dinsdale

**Address:** 1842 West 700 South

**Comments:** Mr. Dinsdale said he is happy to answer questions.

*Commissioners confirmed the plan is to adhere to the previous planning agreement.*

**Speaker # 2:** Northrup Grumman

**Name:** Lyndon DeYoung

**Address:** 5000 South 8400 West

**Comments:** Mr. DeYoung said he wants to remind them who they are and what they do. Operate at the property adjacent to the navy's property across the street to Ivory's Development. What they do is inclusive to the operations on the navy property and build rocket motors for military DOD, proportion rocket motors for the navy, support with launch/rocket boosters, and rocket motor for the Nasa Artemis vehicle. We have been doing this since 1960 and in the 30<sup>th</sup> year for the navy rocket motors. Back in 1991 with modifications to the overpressure ordinances. Phases 5-8 are in the .3 overpressure zone. Seeing the development agreement can be read to be complimentary to the overpressure remanence. Building plans should comply with the overpressure zone. Mr. DeYoung provided a video of significant damage for .5 to no residential and .3 to single family dwellings, no more than 6 units. .3 should still be restricted to the overpressure area.

*Commissioners discussed the development agreement.*

**Speaker # 3:** Attorney – Northrup Grumman

**Name:** Ken Jones

**Address:** 210 South Main Street

**Comments:** Mr. Jones said the rezone was approved in the meeting prior to the overpressure ordinance being approved. The development agreement wasn't approved until after the ordinance agreement in 2021. The development agreement wasn't signed until October 2021 and is specific to the rights and prepared by Ivory.

**Speaker # 4:** Ivory Development

**Name:** Ross Dinsdale

**Address:** 1842 West 700 South

**Comments:** Mr. Dinsdale said their attorney reviewed and Utah state code said the vesting is when the complete application was made which predated the overpressure zone. They are building homes to a higher standard of construction because of the overpressure zone.

*Commissioners asked about the height. Mr. Dinsdale said typically their townhomes are built per the development agreement. Mr. Miller said the maximum building height of 45 feet in the village district and 35 feet in the residential district.*

**Speaker # 5:** Northrup Grumman

**Name:** Lyndon DeYoung

**Address:** 5000 South 8400 West

**Comments:** Mr. DeYoung said they request shorter surface hit by the force rather than the longer surface.

**Speaker # 6:** Ivory Development

**Name:** Ross Dinsdale

**Address:** 1842 West 700 South

**Comments:** Mr. Dinsdale said the front of the house will face towards 4100 south.

*Commissioners had a brief discussion regarding the meeting of the development agreement and building standards,*

**Motion:** To approve application number #SUB2026-001573 Ivory Homes requests preliminary plat approval for phases 5, 6, 7 and 8 of the Mahogany Ridge Subdivision as set forth in the approved master development agreement, P-C zone plan, and community structure plan as presented.

**Motion by:** Commissioner Richards

**2<sup>nd</sup> by:** Commissioner Taylor

**Vote:** Commissioner Weight abstained; all other commissioners voted in favor. Motion passed.

*Commissioner Richards motioned to open the public hearing, Commissioner Taylor seconded that motion.*

### **PUBLIC HEARING(S)**

**CEZ2025-1149 - Conditional Use Permit - Suspension or Revocation** - Notice is hereby given that, pursuant to Magna Municipal Code § 19.16.040.F, the Magna Planning Commission will hold a public hearing to determine whether there has been a failure to comply with the terms and conditions of the Conditional Use Permit issued on March 31, 2010 (the “CUP”), or any violation of Title 19 of the Magna Municipal Code occurring on the property for which the CUP was approved. The property subject to the hearing is located at 8840 West Magna Main Street, Magna, Utah 84044. At the public hearing, the Planning Commission will receive evidence and hear arguments regarding alleged violations of the CUP and will determine whether the Conditional Use Permit should be suspended or revoked. **Counsel:** Clayton Preece, Smith Hartvigsen (Discussion/Hearing/Action)

*Greater Salt Lake Municipal Services District Counsel, Clayton Preece, Smith Hartvigsen provided an analysis of the process, conditional use permit and determination whether there has been a failure to comply with the terms and conditions.*

*Mike Milne, Code Enforment Supervisor, GSLMSD summarized the primary violations.*

*Ms. Pierce asked if Mr. Milne is aware of the timelines and settlement agreement. Ms. Pierce asked when he took over as director. Mr. Milne said he is the supervisor as of May 2025.*

*Commissioners, Ms. Pierce, and Counsel had a brief discussion regarding abeyance, instead of violation and only considering grounds after September 16, 2022, settlement agreement in process and everything outside the abeyance period.*

**Speaker # 1:** Property Owner

**Name:** Audrey Pierce

**Address:** Not provided

**Comments:** Ms. Pierce said it is true that the county record for the property shows the special trust is Donnie as the primary trustee, and she is the secondary and second brother is a beneficiary. Donnie's wife was sick; she started measures to protect the family assets by adding her name to the business license and taxes. When the mailings went to the shop, they only addressed Donnie, she is the primary management over the shop. Ms. Pierce said they demonstrated they had tried to comply and held to the same standards. She has a letter trying to seek counsel, but the attorney dealing with has realized he had a conflict and could not represent them and submitted a letter and feels this is complicated and should be represented. Since she came on and helped get things in compliance, there has been dramatically less situations and only the two recent ones that were not notified before this hearing have been an issue. Magna residents have wanted to keep Donnie in business so he can provide motor services in the community.

Ms. Pierce provided a PowerPoint presentation (attached).

*Commissioners asked when the last time the shop was open. Ms. Pierce said the business is doing projects. Over the last year it has been done and when they stopped opening every single day. Business licenses have been maintained the whole time. Vehicles, personal, and family projects. Let the emissions machine go. Current conditions of the shop today. The vehicles in the day use only are conditional use issues.*

*Commissioner Richards motioned to open the public hearing, Commissioner Taylor seconded that motion.*

### **PUBLIC PORTION OF HEARING OPENED**

**Speaker # 2:** Owner

**Name:** Donnie Sweazey

**Address:** 3250 South 9200 West

**Comments:** Mr. Sweazey said he started in 1984 and has moved a few times due to issues and came to magna. He is a veteran and disabled and there is a lot worse things going on then having too many vehicles. He is helping the neighbor with code enforcement. Bought this property in 2005 and took two years before he could take escrow. He started business as a sales dealership and repair shop and by 2007 had multiple complaints and been harassed. Always complied and donated and volunteered to this town more than most. Feels like a habitual criminal and now fines over \$200,000 on their ten properties. He's a senior disabled person and it is illegal to harass him. Just cleaned up the house to the east and the neighbor to the east. Asked has there ever been anyone that had a conditional use pulled.

*Commissioners and counsel had a brief discussion regarding options, extra vehicles consideration, conditional use permit time limit, current condition of the shop and vehicles. Mr. Sweazey requests 90 to 120-day extension.*

*Commissioner Richards motioned to open the public hearing, Commissioner Taylor seconded that motion.*

### **PUBLIC PORTION OF HEARING OPENED**

**Speaker # 3:** Citizen

**Name:** Paris Ramos

**Address:** 9069 West Magna Main Street

**Comments:** Mr. Ramos said clear evidence there is noncompliance with the vehicles parked. Proposes 60-90 days to restripe and reduce the number of cars by auction. Spoke with a guy helping with the website, classic vehicles and parts hard to find. Plenty of support in the community.

**Speaker # 4:** Citizen

**Name:** Randy Mounts

**Address:** 3157 South Coppertone Circle

**Comments:** Mr. Mounts said thankful to Donnie, many times he left car at the shop and couldn't get back to it. Drone business and wants to know if that was 400 feet which was excluded.

**Speaker # 5:** Citizen

**Name:** David Brotherson

**Address:** 3134 South 9100 West

**Comments:** Mr. Brotherson said his family has been here for a long time. Roots up in the graveyard. 60 to 90 days and has friends in the junkyard who would love to have his inventory and will make it happen.

**Speaker # 6:** Citizen

**Name:** John Thompson

**Address:** 3052 South 9040 West

**Comments:** Mr. Thompson said he has been a mechanic for 51 years, day use doesn't work anymore, during the day chasing parts and working on cars at night. 24-hour job.

**Speaker # 7:** Citizen

**Name:** Brandon Rissman

**Address:** 8820 West Magna Main Street

**Comments:** Mr. Rissman said he vouches for a 30 to 60 days in compliance with at least striping and five cars moved around. Distrust to not pass down a family business to continue a legacy.

**Speaker # 8:** Citizen

**Name:** Gary Clark

**Address:** 2768 South Spencer Avenue

**Comments:** Mr. Clark said he is an army veteran. Moved here in 2007, but Donnie helped him, and small businesses are the backbone. Asking to give a helping hand. Kids bring their bikes up there and they get fixed for free.

**Speaker # 9:** Citizen

**Name:** Becky Colonna

**Address:** 3075 South 9100 West

**Comments:** Ms. Colonna said she remembers Donnie on the other side of the valley. Revocation needs to be dropped. His family has dealt with a lot of death and losing a spouse is difficult. Audrie's plan is they are moving forward and need time to list the vehicles for the auction. The work is in process. If revoked, they are restricted from moving forward.

**Speaker # 10:** Citizen

**Name:** John Farrimond

**Address:** 3074 South Spencer Avenue

**Comments:** Mr. Farrimond said code enforcement costs all this. Bring the cars up next to him and don't take away the family's lifestyle. Represents the copper mine saloon.

**Speaker # 11:** Citizen

**Name:** Jesse Nieser

**Address:** 4890 South 4180 West

**Comments:** Mr. Nieser said he has known Donnie since they were kids. Over time worked at the shop and going through a rough patch and deserves a chance for his sister to take over. He doesn't know awareness, cleaning out the lot and accessible and moving stuff around. In the last two years he got up there at 4 am and everyone is committed to it.

**Speaker # 12:** Citizen

**Name:** Mel Sweazey

**Address:** 4491 South

**Comments:** Mr. Sweazey said in a motorcycle accident a year ago. Up and trying to get stuff done and they need more time.

*Commissioner Richards motioned to close the public hearing, Commissioner Taylor seconded that motion.*

### **PUBLIC PORTION OF HEARING CLOSED**

*Counsel said there is no dispute over the notice, they're here and supported. Six parking lots per day use. Governed by the current legal standards and should be reviewed by the commission. Can be tabled for 60 days and see what happens. Existing conditions cannot be combined with current conditions.*

**Motion:** To table file #CEZ2025-1149 - **Conditional Use Permit - Suspension or Revocation** - Notice is hereby given that, pursuant to Magna Municipal Code § 19.16.040.F, the Magna Planning Commission will hold a public hearing to determine whether there has been a failure to comply with the terms and conditions of the Conditional Use Permit issued on March 31, 2010 (the "CUP"), or any violation of Title 19 of the Magna Municipal Code occurring on the property for which the CUP was approved. The property subject to the hearing is located at 8840 West Magna Main Street, Magna, Utah 84044. At the public hearing, the Planning Commission will receive evidence and hear arguments regarding alleged violations of the CUP and will determine whether the Conditional Use Permit should be suspended or revoked to the May 14<sup>th</sup> planning commission meeting.

**Motion by:** Commissioner Richards

**2<sup>nd</sup> by:** Commissioner Taylor

**Vote:** Commissioners voted unanimously in favor (of commissioners present)

*Commissioner Richards motioned to adjourn, commissioner Taylor seconded that motion.*

### **MEETING ADJOURNED**

**Time Adjourned – 9:01 p.m.**

## Responses to Staff

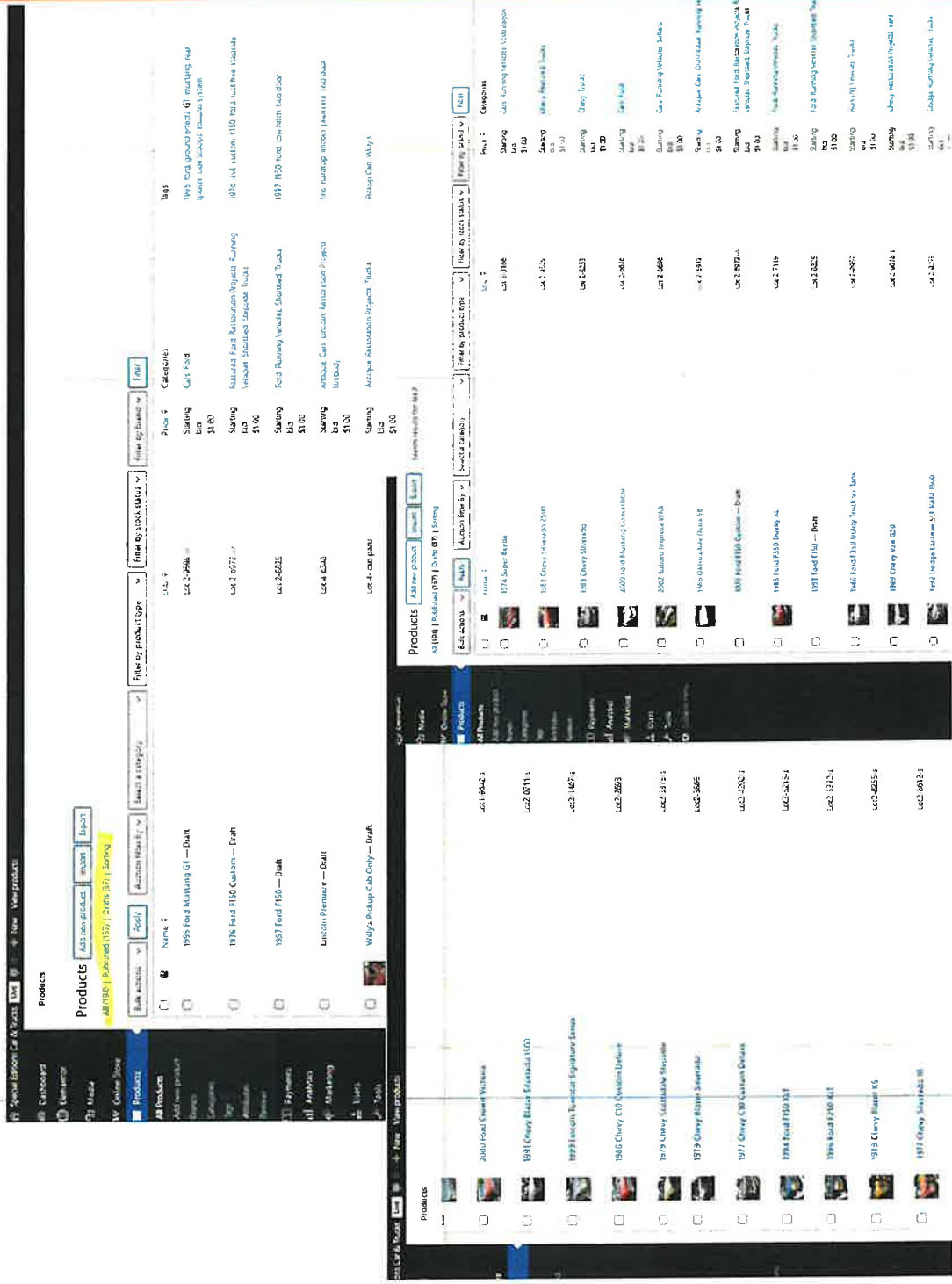
- The notice stated that on April 25, 2025 the number of vehicles exceeded the limit but no formal notice was given to the business.
- On October 15, 2025 the Removal of Order and Judgement releasing fines attached to the property was signed because we had complied with the stipulations of the settlement agreement from Exhibit 2
- The standard for compliance is visible from street, hence the requirements. Use of Drone is excessive and invasion of privacy.
- Both Jan and Feb 2026 visits only refer to the number of cars as the issue which can be remedied
  - yet no notice of violation was sent. Instead this hearing was scheduled.

## Responses to Staff Cont..

- Although notice stated that grounds for revocation are for issues occurring after Sept 16, 2022. Staff repeatedly cites dates prior to this timeframe.
- The settlement agreement negates anything prior to Sept 2024 (which is the end of the last phase inspection plus two year abeyance period).
  - Shop was in 2 phase completed in Jan 2022 and inspected with every phase completion after that.

# Vehicle Auction

-100's of cars have been inventoried and processed for this project  
-Lot 2 is the Shop  
-Thousands of dollars spent to get this accomplished  
-Worked with 2 different developers



# Planned Improvements:

- We have been working with contractors to upgrade the business
- Windows
- Pavement
- Garage Doors
- Electrical
- HVAC
- Plumbing

**ESTIMATE**  
BUSINESS RENO

Bill To: AUTOMOTIVE  
DONNIE  
8940 West Magna Main Street  
Magna, Utah 84044  
United States  
801-508 1891  
edeploeme@gmail.com

Estimate Number: 2122026  
Estimate Date: February 14, 2026  
Valid Until: March 14, 2026  
Grand Total (USD): \$212,574.00  
Deposit requested: \$47,550.00

[Pay Securely Online](#)

Grand Total (USD)  
**\$212,574.00**

---

**ESTIMATE**  
BUSINESS RENO

1. GLASS REPAIR  
REPLACE DAMAGED TEMP. RED GLASS. 89"X94". 1/4" THICK  
-MEASURE AND ORDER REPLACEMENT GLASS  
-USE PROPER PPP  
-REMOVE DAMAGED GLASS & DISPOSE OF PROPERLY.  
-INSTALL THE NEW GLASS. SECURE IN PLACE (Allow the adhesive or silicone to cure as per the manufacturers instructions. This may take several hours or days depending on the product used)  
-CLEAN ANY SMUDGES OR FINGERPRINTS OFF OF GLASS ONCE EVERYTHING IS SET  
-CONSTRUCTION CLEAN UP

2. GARAGE DOOR INSTALLATION  
Gather Necessary Tools and Materials  
Prepare the Workspace  
Remove the Old Garage Door  
Install the New Door  
Set Up the Track System  
Test the Door  
Final Adjustments and Safety Checks  
Construction clean-up

Grand Total (USD)  
**\$212,574.00**

---

**ESTIMATE**  
BUSINESS RENO

1. PARKING ASPHALT REMOVAL/PAVING  
ASSESS SITE  
OBTAIN PERMITS  
REMOVE EXISTING ASPHALT  
HAUL/DISPOSAL  
EXCAVATE  
PREP SITE  
GRADE BASE  
APPLY ASPHALT  
COMPACT  
CONSTRUCTION CLEAN-UP  
10,000 sq. ft. \$4,75/sq. ft.

2. INTERIOR RENOVATION  
REMOVE EXISTING INTERIOR OF THE STRUCTURE & REPLACE WITH NEW  
\*ALL FIXTURES I.e.  
\*WALL PLATES (SWITCHES & OUTLETS)  
\*15 LIGHT FIXTURES  
\*4-INTERIOR DOORS  
\*5-WINDOWS  
\*AIR DUCTS  
\*INSULATION  
\*2,500 sq. ft. DRYWALL ON CEILING AND WALLS  
\*TOILET & SINK/VANITY  
\*BUILD SHOWER IN THE BATHROOM. (INSTALL SHOWER HEAD, FAUCET, SHOWER CURTAIN BAR AND DRAIN PLATE)  
\*PREP, PRIME, TEXTURE, & PAINT WALLS & CEILING OF MAIN BUILDING  
\*POWER WASH FLOORS & INTERIOR/EXTERIOR GARAGE WALLS  
\*PAINT GARAGE WALLS (INTERIOR & EXTERIOR)  
\*APPLY EPOXY ON FLOORS

Grand Total (USD)  
**\$81,480.00**

## My Shop:

- C3
- .49 Acre
- Property type 537 (Service Garage)
- Built 1954
- Always been a gas station or auto shop
- Took over from 2005-2007 yet CUP wasn't until 2010

## Today

- Nothing visible over fence
- Driveway clear







Shop example  
Magna Main and  
8500

- C2
- .31 Acre
- Approx. 20 Cars
- Tires stacked  
above 6ft  
-Tires visible over  
fence



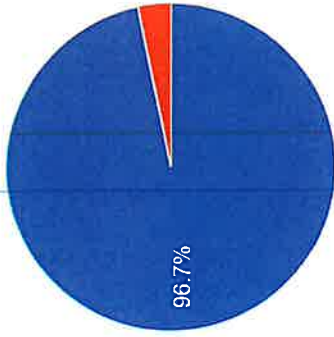
Shop example 8400 and 3500

- C2
- .32 plus .08
- Approx 10 Cars
- Tires stacked above 6ft
- Tires visible over fence
- Tires visible and unstacked in front of business
- Large vehicles parked in front of business



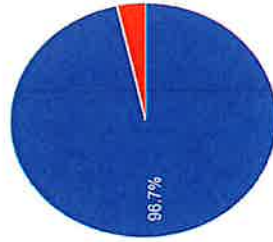
Do you support Donnie Sweazey and Magna's Automotive keeping their conditional use permit?  
153 responses

● Yes  
● No



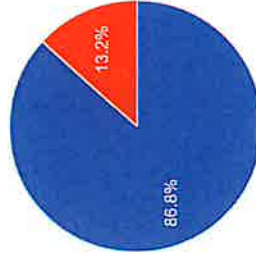
Would you like to see this location continue to provide automotive services  
150 responses

● Yes  
● No



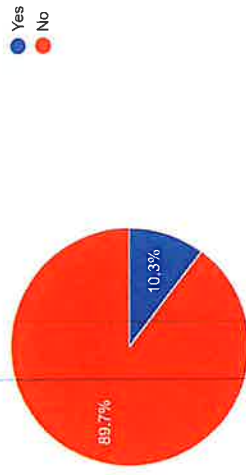
Have you or any of your family members benefited from our business being in the community  
152 responses

● Yes  
● No



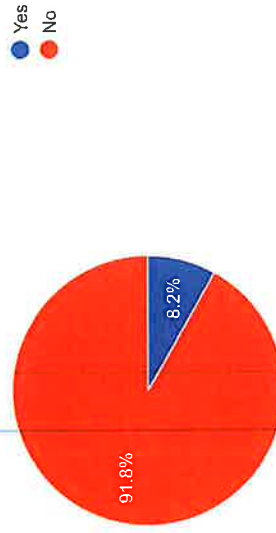
Do you think violations should carry harsh penalties (exorbitant fines, civil and/or criminal charges, eviction/homelessness, loss of livelihood, etc)

145 responses



Do you think violation penalties should be able to impede your ability to operate your business

146 responses



We are running small business into the ground. They are actually the foundation of this country not Walmart.

We have received a great honest service. This is a shop.

I believe there is a lot more important issues that our police and county officials could be spending their time and our tax dollars on. This is our community and we should be supporting our local businesses not threatening to take away their businesses.....

We should be able to work something out

Have some heart

good quality, car mechanic service, here in Magna

# Magna Code Permitted Uses:

-Previously Existing Structure and Use

-Utilities

-Condos

-Sexually

Oriented

Business or

Activity

\*What would you rather see on Main



## Municipal Code

results

### 19 32 030 SCHEDULE OF PERMITTED USES

- 19 32 040 LOT AND AREA STANDARDS
- 19 32 050 SITE STANDARDS
- 19 32 060 ARCHITECTURAL STANDARDS
- 19 32 070 OFF-STREET PARKING STANDARDS
- 19 32 080 OPEN SPACE AND LANDSCAPING
- 19 32 090 LIGHTING
- 19 32 100 FENCES, HEDGES, AND WALLS
- 19 32 110 ADDITIONAL STANDARDS

Personal Care Services	P	P	P	P	P	P	P	P	P
Personal Instruction Services	P	P	P	P	P	P	P	P	P
Reception Hall, Reception Center	P	P	P	P	P	P	P	P	P
Retail	P	P	P	P	P	P	P	P	P
Retail and Service Commercial	P	P	P	P	P	P	P	P	P
Retail Shops or Galleries where Primary Product is Produced On-Site	P	P	P	P	P	P	P	P	P
Retail Tobacco Specialty Business	P	P	P	P	P	P	P	P	P
Self-Service Fuel Station	P	P	P	P	P	P	P	P	P
Sexually Oriented Business or Activity	C	C	C	C	C	C	C	C	C
Shooting Range	C	C	C	C	C	C	C	C	C



## Municipal Code

Permitted Uses

- 1 19 32 020 ESTABLISHMENT OF QUADRANTAL ZONES
- C 19 32 030 SCHEDULE OF PERMITTED USES
- C 19 32 040 LOT AND AREA STANDARDS
- C 19 32 050 SITE STANDARDS
- C 19 32 060 ARCHITECTURAL STANDARDS
- C 19 32 070 OFF-STREET PARKING STANDARDS
- C 19 32 080 OPEN SPACE AND LANDSCAPING
- C 19 32 090 LIGHTING
- C 19 32 100 FENCES, HEDGES, AND WALLS
- C 19 32 110 ADDITIONAL STANDARDS
- 1 Chapter 19 34 MANUFACTURING ZONES
- 1 Chapter 19 36 MIXED USE ZONES
- 1 Chapter 19 38 PUBLIC FACILITIES AND INSTITUTIONS ZONES
- 1 Chapter 19 40 RESIDENTIAL MOBILE HOME ZONE
- 1 Chapter 19 42 SPECIFIC USE STANDARDS
- 1 Chapter 19 44 TEMPORARY USE STANDARDS
- 1 Chapter 19 46 SITE DEVELOPMENT STANDARDS
- 1 Chapter 19 48 OFF-STREET PARKING AND MOBILITY STANDARDS
- 1 Chapter 19 50 LANDSCAPING, SCREENING, AND WATER TYPIC
- 1 Chapter 19 52 SIGNS
- 1 Chapter 19 55 FLOODPLAIN HAZARD REGULATIONS
- 1 Chapter 19 58 GEOLOGICAL HAZARD REGULATIONS
- 1 Chapter 19 64 ANNEXA TOWN
- 1 Chapter 19 69 PLANNED COMMUNITY PICTURE
- 1 Chapter 19 70 AIRPORT OVERLAY ZONE

## Municipal Code

Permitted Uses

Public Uses	P	P	P	P	P	P	P	P	P
Public Utilities, Major	C	C	C	C	C	C	C	C	C
Public Utilities, Minor	P	P	P	P	P	P	P	P	P
Schools, Public	P	P	P	P	P	P	P	P	P
Schools, Private/Charter	C	C	C	C	C	C	C	C	C
Specialty:									
Crossing	P	P	P	P	P	P	P	P	P
Laboratory, Research and Development	P	P	P	P	P	P	P	P	P
Mansory or Funeral Home	P	P	P	P	P	P	P	P	P
Housing Home, Condo/Resort Care Center	P	P	P	P	P	P	P	P	P
Rehabilitation/Treatment Facilities	P	P	P	P	P	P	P	P	P
Self-Service Storage Facilities, Enclosed	P	P	P	P	P	P	P	P	P
Accessory Uses:									
Accessory Outside Storage	C	C	C	C	C	C	C	C	C
Fences, hedges and walls, subject to Subsection 19 32.010	P	P	P	P	P	P	P	P	P
Home Occupations, subject to Chapter 19 42	P	P	P	P	P	P	P	P	P
Household Pets, not including kennels	P	P	P	P	P	P	P	P	P
Drive-Thru and Drive-Up Facilities appurtenant to a permitted use	P	P	P	P	P	P	P	P	P
Outdoor dining appurtenant to a permitted restaurant use	P	P	P	P	P	P	P	P	P
Sidewalk Displays and Sidewalk Cycles appurtenant to a permitted use	P	P	P	P	P	P	P	P	P
Temporary buildings, subject to 19 44	P	P	P	P	P	P	P	P	P
Nonconforming Uses:									
Pre-Existing Lot	P	P	P	P	P	P	P	P	P
Pre-Existing Structure	P	P	P	P	P	P	P	P	P
Pre-Existing Use	P	P	P	P	P	P	P	P	P

C1 C2 C3 C4

# Remedies

- Option 1 - Allow us to use any parking areas without restriction
  - Removing language from the CUP about no overnight parking and
  - Allow us to modify the direction cars can be parked on the south east by the doors to accommodate vehicles without blocking pathways
- Option 2 - Allow us time to demonstrate that the number of cars will be reduced as result of the auction
- Option 3 - Allow rezone to C2 or other applicable zone(C1, CV)
  - This would conform with other shops in area and wouldn't need a CUP

Parcel: 14-19-479-022-0000  
October 15, 2025

# REMOVAL OF ORDER AND JUDGMENT

I, David Brickey, City Manager for Magna City, do hereby request the Removal of Order and Judgment on Salt Lake County Parcel No. 14-19-479-022-0000 ("Property") to remove the order from Third District Case No. 110917138 dated September 15, 2015 and the Judgment Information Statement in Third District Case No. 110917138 dated March 30, 2014 both of which were recorded on the Property. Said orders have been recorded multiple times against the property as Entry No. 12738936, 12745257, 12745424, 12745427, 12745428, 12746430, 12746341 of Official Records of Salt Lake County. Magna City is the successor in interest in Salt Lake County due to its incorporation and is therefore duly authorized to request this Removal of Order and Judgment. The Property is more particularly described as follows:

## Legal Description:

LOT 1, BLK 1, LINCOLN ADDITION #1 SUB. ALSO BEG 48.6 FT S & N 88°45' E 201.4 FT M OR L FR 1/4 COR BETWEEN SEC 19 & 30, T 15 S, R 28 W, S 1 M (ACCORDING TO FERRON SURVEY); N 1° W 174 FT N 88°45' E 68 FT M OR L TO FENCE, ALG SD FENCE S 1° E 174 FT M OR L TO N LINE OF COUNTY ROAD S 88°45' W 68 FT M OR L TO BEG. 5813-1385 9256-8833 9255-4099, 4101, 4102 09991-1573

David Brickey  
City Manager for Magna City

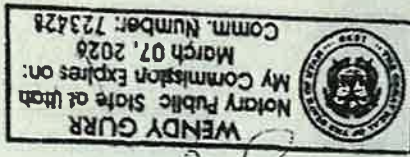
STATE OF UTAH)

: SS

County of Salt Lake)

On this day of October 15, 2025, personally appeared before me David Brickey, City Manager of Magna City, who acknowledged that he/she signed the above certificate and that the statements contained therein are true.

Notary Public:



*Wendy Gurr*



# Adoption of a Wildland-Urban Interface Map

**Meeting Body:**

Magna Planning Commission

**Meeting Date:**

April 9<sup>th</sup>, 2026

**File Number & Project Type:**

OAM2025-1539 Consideration of an ordinance adopting a Magna City Wildland Urban Interface Map

**Planner:**

Brian Tucker, Planning Manager

**Applicant:**

Planning Staff, UFA

**Key Findings:**

- HB48, requires the city to adopt the 2006 Edition of the Utah Wildland-Urban Interface (WUI) Code, and define and map local Wildland-Urban Interface Zones.
- Magna adopted the 2006 (WUI) Code in December of 2025.
- The WUI Zone Map will identify properties that have additional fire safety and landscaping standards.

**Staff Recommendation:**

Forward to the Magna Council a recommendation to approve the attached Wildland-Urban Interface Map

**Exhibits:**

- A. **Proposed Wildland-Urban Interface Map**

**DESCRIPTION OF PROPOSED ACTION**

During the 2025 Session of the Utah Legislature, House Bill 48 was adopted, which mandated that Cities throughout the state to adopt the 2006 Edition of the Utah Wildland-Urban Interface (WUI) Code, and define and map local Wildland-Urban Interface Zones. The 2006 WUI Code was adopted by the Magna City Council in December 2025. At that time, the Utah Division of Forestry, Fire & State Lands (FFSL) was still working on creating a final version of the data set that the Cities were to use as the basis for their required maps. FFSL has completed their work and the MSD's Geographical Information Systems (GIS) team has taken that data and created a Wildland-Urban Interface Map (See Exhibit A).

**ISSUES/CONCERNS**

The WUI is the zone where structures and other human development meet, or intermingles with, undeveloped wildland. These zones are more susceptible to wildfire damage and require specific safety measures and mitigation strategies.

**Applicability.** The Wildland-Urban Interface Map will determine the areas within Magna that will be subject to the Wildland-Urban Interface Code. The WUI Code consists of fire safety building and landscaping standards for WUI areas. The baseline data is based on a Structure Exposure Score (SES), which represents a neighborhood level of wildfire exposure that considers both wildfire likelihood and consequence of wildfire to homes. The Structure Exposure Scores vary from 1-8, with those areas with a score of 7 or more deemed to be at a high risk. Utah Forestry, Fire & State Lands (FFSL) recommends using SES scores of 5 and above to guide map development, the City has discretion in adopting its WUI Map.

Magna does have areas with scores of 5/8 and 6/8, with most of these areas being located north of HWY 201. Magna does not have any areas with a score of 7/8 or 8/8. The proposed Wildland-Urban Interface Map (See Exhibit A) includes areas with scores of 7/8 and 8/8, which means that based on the data provided by FFSL Magna does not have any areas within its boundaries that are subject to the 2006 Edition of the Utah Wildland-Urban Interface (WUI) Code.

This map is not the same as the High Risk WUI Boundary map.

**High Risk WUI Boundary Map.** Utah Division of Forestry, Fire & State Lands is required by HB 48 to create a High Risk WUI boundary map. That map

may have implications for the assessment of fees and property insurance coverages. The city is NOT being asked to adopt a High Risk WUI Boundary Map.

The WUI Zone Map will identify properties that have additional fire safety and landscaping standards (found within the WUI Code) but will not be used for assessing property for fees or insurance rates.

## FINDINGS AND RECOMMENDATION

### Findings:

Staff find that:

1. HB48, adopted by the Utah Legislature in 2025, requires the city to adopt the 2006 Edition of the Utah Wildland-Urban Interface (WUI) Code, and define and map local Wildland-Urban Interface Zones.
2. Magna adopted the 2006 Edition of the Utah Wildland-Urban Interface (WUI) Code in December of 2025.
3. Utah Division of Forestry, Fire & State Lands had not finalized the data set upon which the Wildland-Urban Interface Maps were to be based at the time the Council adopted the WUI Code.
4. FFSL has finalized the Smoothed Structure Exposure Score data and the GIS team has created a Wildland-Urban Interface Map based on that data.
5. Magna City has opted to apply additional fire safety and landscaping standards only to those areas with a Smoothed Structure Exposure Score of 7/8 and 8/8.

### Recommendation:

Based on the above findings, Staff recommends that the Planning Commission forward to the Magna Council a recommendation to approve the attached Wildland-Urban Interface Map.

## PLANNING COMMISSION OPTIONS:

As a recommending body to the Council for zoning map amendments and text changes, the planning commission has the following options:

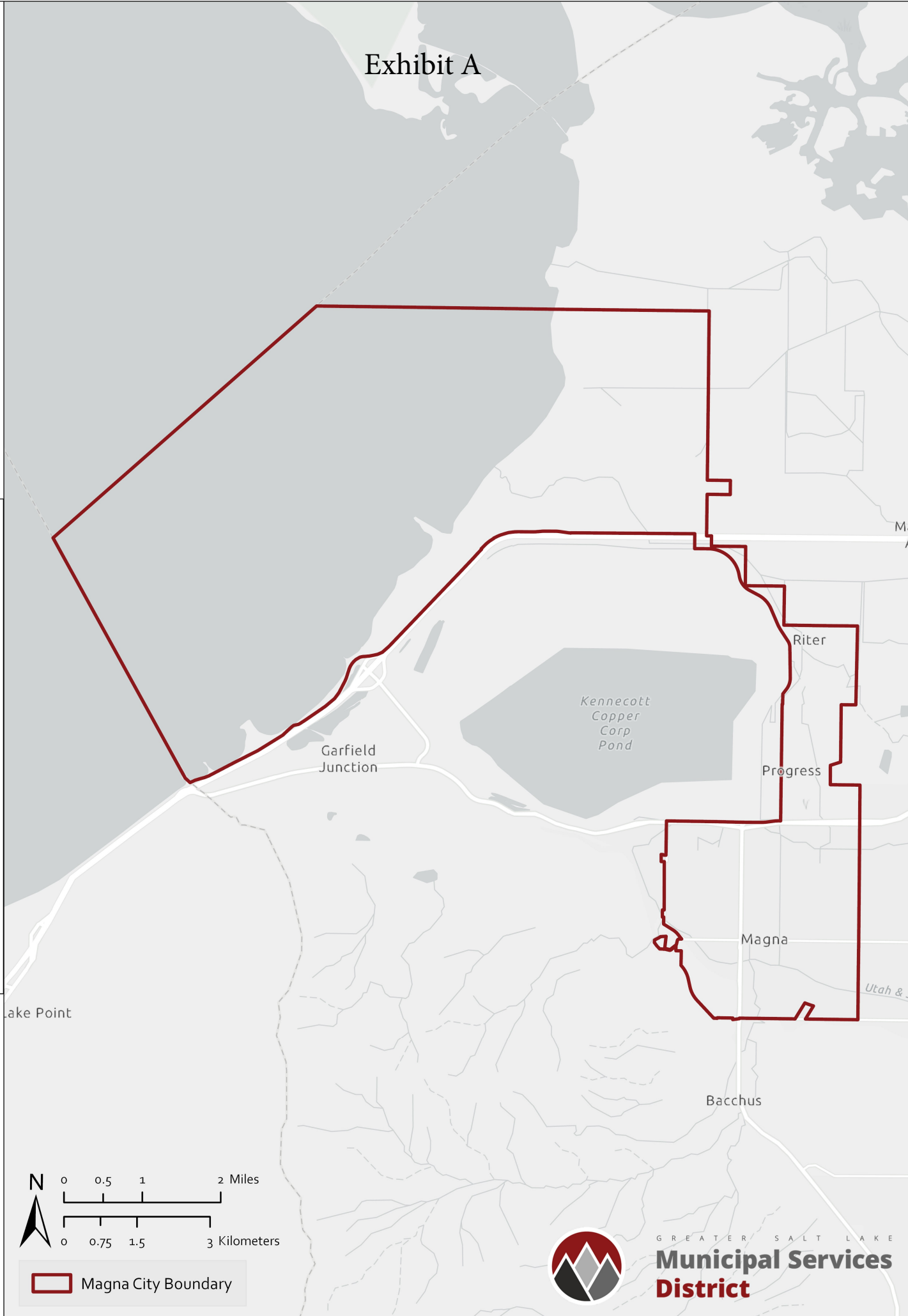
1. **Approval:** The planning commission recommends approval of application OAM2025-1539 adopting a Wildland-Urban Interface Map.
2. **Approval with changes:** The planning commission recommends approval of application OAM2025-1539 adopting a Wildland-Urban Interface Map. with the following changes:
  - a. ...
  - b.
3. **Denial:** Having considered the Guidelines for Zoning Text Amendments contained in Chapter 19.16 of the Magna City zoning ordinance, the planning commission recommends denial of application approval of application OAM2025-1539 to adopt a Wildland-Urban Interface Map.

# Magna City Wildland Urban Interface Structure Expose Score 7 & 8

## Exhibit A

**DISCLAIMER**  
This map was created by the Greater Salt Lake Municipal Services District (The District) on March 27th, 2026. This map is provided for reference only. Users assume all responsibility for its use. The District makes no guarantees regarding the accuracy, completeness, or suitability of this map for any purpose and disclaims all liability for any claims, damages, or losses arising from its use.

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community. Sources: Esri, TomTom, Garmin, (c) OpenStreetMap contributors, and the GIS User Community



GREATER SALT LAKE  
**Municipal Services  
District**