

Greater Salt Lake Municipal Services District

Standard Financial Report

60 Magna City - 07/01/2025 to 03/31/2026

75.00% of the fiscal year has expired

	<u>2025</u> Year-End Actual	<u>2026</u> YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10200 Cash - PTIF	2,642,288.13	3,349,094.58
10750 Undeposited Receipts	0.82	17,771.84
Total Cash and cash equivalents	<u>2,642,288.95</u>	<u>3,366,866.42</u>
Receivables		
11530 Accounts Rec. -	0.00	88.45
12500 Due From Other Gov.	1,744,695.77	1,761,137.01
12550 Due from Other Funds	27,590.10	0.00
Total Receivables	<u>1,772,285.87</u>	<u>1,761,225.46</u>
Total Current Assets	<u>4,414,574.82</u>	<u>5,128,091.88</u>
Non-Current Assets		
Restricted assets		
10102 Cash - Zions Bond Escrow	953,156.80	912,126.45
10104 Cash - Zions PFI Checking 0106	0.00	76,450.85
Total Restricted assets	<u>953,156.80</u>	<u>988,577.30</u>
Total Non-Current Assets	<u>953,156.80</u>	<u>988,577.30</u>
Total Assets:	<u>5,367,731.62</u>	<u>6,116,669.18</u>
Liabilites and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	13,310.58	24,352.45
23450 Performance Bonds Payable	953,056.80	988,477.30
24000 Due to Other Funds	1,772,368.28	0.00
Total Current liabilities	<u>2,738,735.66</u>	<u>1,012,829.75</u>
Payroll liabilities		
22020 Accrued URS Liabilities	0.00	(2,733.32)
22075 Accrued HSA Liabilities	0.00	(50.00)
Total Payroll liabilities	<u>0.00</u>	<u>(2,783.32)</u>
Total Liabilities:	<u>2,738,735.66</u>	<u>1,010,046.43</u>
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	1,778,495.96	2,178,876.70
29010 Assigned Capital Fund	68,000.00	1,976,496.05
29561 Restricted Corridor Preservation Fund	782,500.00	951,250.00
Total Equity - Fund Balance	<u>2,628,995.96</u>	<u>5,106,622.75</u>
Total Liabilites and Fund Equity:	<u>5,367,731.62</u>	<u>6,116,669.18</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>

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	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Taxes					
Sales Taxes					
3100.300 Sales Tax	6,484,290.71	5,432,347.99	6,050,000.00	617,652.01	89.79%
Total Sales Taxes	<u>6,484,290.71</u>	<u>5,432,347.99</u>	<u>6,050,000.00</u>	<u>617,652.01</u>	<u>89.79%</u>
SB 136 Sales Tax					
3100.350 SB 136 Sales Tax	565,053.79	482,006.71	525,000.00	42,993.29	91.81%
Total SB 136 Sales Tax	<u>565,053.79</u>	<u>482,006.71</u>	<u>525,000.00</u>	<u>42,993.29</u>	<u>91.81%</u>
Total Taxes	<u>7,049,344.50</u>	<u>5,914,354.70</u>	<u>6,575,000.00</u>	<u>660,645.30</u>	<u>89.95%</u>
Intergovernmental revenue					
Road Funds					
3100.560 B&C Road Fund Allotment	1,486,132.31	1,051,486.30	1,250,000.00	198,513.70	84.12%
3100.561 HB244 Corridor Preservation Funds	557,500.00	168,750.00	0.00	(168,750.00)	0.00%
3100.562 County Public Transit Tax	6,339.02	254,747.50	0.00	(254,747.50)	0.00%
Total Road Funds	<u>2,049,971.33</u>	<u>1,474,983.80</u>	<u>1,250,000.00</u>	<u>(224,983.80)</u>	<u>118.00%</u>
CARES Act					
3100.322 ARPA Funding	0.00	0.00	1,823,902.00	1,823,902.00	0.00%
Total CARES Act	<u>0.00</u>	<u>0.00</u>	<u>1,823,902.00</u>	<u>1,823,902.00</u>	<u>0.00%</u>
Total Intergovernmental revenue	<u>2,049,971.33</u>	<u>1,474,983.80</u>	<u>3,073,902.00</u>	<u>1,598,918.20</u>	<u>47.98%</u>
Licenses and permits					
Business licenses					
3100.130 Business Licenses	73,003.84	41,496.70	50,000.00	8,503.30	82.99%
Total Business licenses	<u>73,003.84</u>	<u>41,496.70</u>	<u>50,000.00</u>	<u>8,503.30</u>	<u>82.99%</u>
Building permits					
3100.260 Building Permit	880,487.64	398,259.89	1,525,000.00	1,126,740.11	26.12%
Total Building permits	<u>880,487.64</u>	<u>398,259.89</u>	<u>1,525,000.00</u>	<u>1,126,740.11</u>	<u>26.12%</u>
Other license and permits					
3100.250 Dog Licenses	0.00	0.00	500.00	500.00	0.00%
3100.261 Other Permits	0.00	160.00	20,000.00	19,840.00	0.80%
3100.262 Plumbing, Electric Permits	0.00	70.70	500.00	429.30	14.14%
3100.263 Sewer and Water Permits	0.00	0.00	5,000.00	5,000.00	0.00%
3100.264 Zoning-Land Use Permit	200.00	500.00	7,500.00	7,000.00	6.67%
3100.2652 SWPPP Fee	0.00	100.00	0.00	(100.00)	0.00%
3100.2653 Floodplain Development Permit Fee	0.00	150.00	0.00	(150.00)	0.00%
Total Other license and permits	<u>200.00</u>	<u>980.70</u>	<u>33,500.00</u>	<u>32,519.30</u>	<u>2.93%</u>
Total Licenses and permits	<u>953,691.48</u>	<u>440,737.29</u>	<u>1,608,500.00</u>	<u>1,167,762.71</u>	<u>27.40%</u>
Charges for services					
Charges other					
3100.420 Engineering Services	59,901.75	35,927.00	50,000.00	14,073.00	71.85%
3100.450 Planning Services	175,331.86	174,883.71	500,000.00	325,116.29	34.98%
Total Charges other	<u>235,233.61</u>	<u>210,810.71</u>	<u>550,000.00</u>	<u>339,189.29</u>	<u>38.33%</u>
Total Charges for services	<u>235,233.61</u>	<u>210,810.71</u>	<u>550,000.00</u>	<u>339,189.29</u>	<u>38.33%</u>
Fines and forfeitures					
Code enforcement fines and fees					
3100.240 Code Enforcement Fines and Fees	6,362.75	0.00	5,000.00	5,000.00	0.00%
Total Code enforcement fines and fees	<u>6,362.75</u>	<u>0.00</u>	<u>5,000.00</u>	<u>5,000.00</u>	<u>0.00%</u>
Justice court fines/forfeitures					
3100.500 Justice Court Fines/Forfeitures	212,070.01	90,670.51	55,000.00	(35,670.51)	164.86%
Total Justice court fines/forfeitures	<u>212,070.01</u>	<u>90,670.51</u>	<u>55,000.00</u>	<u>(35,670.51)</u>	<u>164.86%</u>
Total Fines and forfeitures	<u>218,432.76</u>	<u>90,670.51</u>	<u>60,000.00</u>	<u>(30,670.51)</u>	<u>151.12%</u>
Miscellaneous revenue					
Interest					
3600.100 Interest Earnings	63,828.67	98,490.86	85,000.00	(13,490.86)	115.87%
Total Interest	<u>63,828.67</u>	<u>98,490.86</u>	<u>85,000.00</u>	<u>(13,490.86)</u>	<u>115.87%</u>
Miscellaneous other					
3100.875 Event Revenue	0.00	175.00	0.00	(175.00)	0.00%
3600.900 Other Revenue	6.47	0.00	10,000.00	10,000.00	0.00%

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	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
3600.901 Magna 4th of July Event	0.00	0.00	1,000.00	1,000.00	0.00%
3600.902 Other Revenue - Declaration of Candidate	500.00	200.00	0.00	(200.00)	0.00%
3600.910 Other Revenue - Parking Violations	0.00	8,537.50	0.00	(8,537.50)	0.00%
Total Miscellaneous other	506.47	8,912.50	11,000.00	2,087.50	81.02%
Total Miscellaneous revenue	64,335.14	107,403.36	96,000.00	(11,403.36)	111.88%
Contributions and transfers					
3100.001 Operating transfers in	293,000.00	0.00	0.00	0.00	0.00%
3800.100 Contribution from GF	1,060,009.00	1,281,873.00	1,281,873.00	0.00	100.00%
Total Contributions and transfers	1,353,009.00	1,281,873.00	1,281,873.00	0.00	100.00%
Total Revenue:	11,924,017.82	9,520,833.37	13,245,275.00	3,724,441.63	71.88%
Expenditures:					
Administration					
4100.100 Wages	276,827.48	358,458.34	443,800.00	85,341.66	80.77%
4100.130 Employee Benefits	481.49	425.20	140,780.00	140,354.80	0.30%
4100.150 Social Security Tax	16,150.91	20,539.84	0.00	(20,539.84)	0.00%
4100.160 Medicare	3,959.31	5,121.43	0.00	(5,121.43)	0.00%
4100.175 LTD	720.93	375.70	0.00	(375.70)	0.00%
4100.180 Medical Insurance	25,528.38	18,957.54	0.00	(18,957.54)	0.00%
4100.181 Retirement Contribution	31,881.95	54,872.47	0.00	(54,872.47)	0.00%
4100.190 FUTA	0.00	262.16	0.00	(262.16)	0.00%
4100.200 Awards, Promotional & Meals	1,078.75	2,375.13	2,000.00	(375.13)	118.76%
4100.210 Subscriptions/Memberships	4,355.00	17,987.70	27,830.00	9,842.30	64.63%
4100.220 Printing/Publications/Advertising	559.93	5,602.75	4,000.00	(1,602.75)	140.07%
4100.230 Travel/Mileage	1,627.54	185.07	2,500.00	2,314.93	7.40%
4100.240 Office Expense and Supplies	772.24	4,891.74	14,750.00	9,858.26	33.16%
4100.255 Computer Equip/Software	4,600.00	6,965.06	7,500.00	534.94	92.87%
4100.280 Cell phone and Telephone	3,912.09	4,304.31	0.00	(4,304.31)	0.00%
4100.310 Attorney-Civil	54,407.50	35,680.50	90,000.00	54,319.50	39.65%
4100.312 Lobbyist Services	32,000.00	53,000.00	0.00	(53,000.00)	0.00%
4100.320 Attorney-Land Use	0.00	0.00	35,000.00	35,000.00	0.00%
4100.330 Training and Seminars	1,271.32	1,030.00	5,000.00	3,970.00	20.60%
4100.360 Web Page Development/Maintenance	11,153.95	1,323.00	9,745.00	8,422.00	13.58%
4100.370 Software/Streaming	25,650.97	10,479.93	17,500.00	7,020.07	59.89%
4100.390 Payroll Processing Fees	504.00	944.80	1,100.00	155.20	85.89%
4100.410 Communications	329.04	0.00	10,000.00	10,000.00	0.00%
4100.420 Contributions/Special Events	35,700.00	21,400.00	120,700.00	99,300.00	17.73%
4100.421 Magna 4th of July Celebration	35,597.30	62,382.88	75,000.00	12,617.12	83.18%
4100.470 Credit card and Bank Expenses	312.34	0.00	0.00	0.00	0.00%
4100.510 Insurance	21,104.48	26,963.45	26,000.00	(963.45)	103.71%
4100.520 Workers Comp Insurance	130.01	3,954.22	3,750.00	(204.22)	105.45%
4100.590 Postage	11,347.28	5,726.25	10,000.00	4,273.75	57.26%
4100.600 Professional and Technical	19,058.38	25,071.67	112,000.00	86,928.33	22.39%
4100.635 Election Support Services	0.00	49,112.63	82,918.00	33,805.37	59.23%
4100.640 Grant Related	4,500.00	43,323.00	0.00	(43,323.00)	0.00%
4100.860 Code Enforcement Abatements	8,815.84	595.23	0.00	(595.23)	0.00%
4100.870 Webster Center	9,375.72	32,231.38	0.00	(32,231.38)	0.00%
4100.871 Utilities	3,370.89	0.00	40,000.00	40,000.00	0.00%
4100.877 Broadway Building	0.00	96.88	0.00	(96.88)	0.00%
4100.880 Non-Classified Expenses	5,621.00	5,700.00	0.00	(5,700.00)	0.00%
Total Administration	652,706.02	880,340.26	1,281,873.00	401,532.74	68.68%
COVID Related Expenses					
4100.243 ARPA Act Expense and Supplies	0.00	1,152.00	1,823,902.00	1,822,750.00	0.06%
Total COVID Related Expenses	0.00	1,152.00	1,823,902.00	1,822,750.00	0.06%
Transfers					
4100.928 Contribution to General Fund	10,009,293.89	7,689,956.37	9,759,246.00	2,069,289.63	78.80%
4100.930 Contribution to Capital Fund	0.00	0.00	380,254.00	380,254.00	0.00%
48450.001 Operational Transfers out	4,297.34	0.00	0.00	0.00	0.00%
Total Transfers	10,013,591.23	7,689,956.37	10,139,500.00	2,449,543.63	75.84%
Total Expenditures:	10,666,297.25	8,571,448.63	13,245,275.00	4,673,826.37	64.71%
Total Change In Net Position	1,257,720.57	949,384.74	0.00	(949,384.74)	0.00%

Greater Salt Lake Municipal Services District
Standard Financial Report
61 Pleasant Green Cemetery Fund - 07/01/2025 to 03/31/2026
75.00% of the fiscal year has expired

	<u>2025</u> <u>Year-End</u> <u>Actual</u>	<u>2026</u> <u>YTD</u> <u>Actual</u>
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	115,142.52	0.00
10200 Cash - PTIF	0.00	92,502.68
10750 Undeposited Receipts	0.02	0.02
Total Cash and cash equivalents	<u>115,142.54</u>	<u>92,502.70</u>
Total Current Assets	<u>115,142.54</u>	<u>92,502.70</u>
Total Assets:	<u>115,142.54</u>	<u>92,502.70</u>
Liabilities and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	9,242.00	5,842.00
Total Current liabilities	<u>9,242.00</u>	<u>5,842.00</u>
Total Liabilities:	<u>9,242.00</u>	<u>5,842.00</u>
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	105,900.54	86,660.70
Total Equity - Fund Balance	<u>105,900.54</u>	<u>86,660.70</u>
Total Liabilities and Fund Equity:	<u>115,142.54</u>	<u>92,502.70</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>

Greater Salt Lake Municipal Services District
Standard Financial Report
61 Pleasant Green Cemetery Fund - 07/01/2025 to 03/31/2026
75.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Charges for services					
Charges other					
3600.200 Sale of Lots	37,288.70	16,446.24	25,000.00	8,553.76	65.78%
3600.300 Grave Opening Revenues	11,379.40	7,893.95	10,000.00	2,106.05	78.94%
Total Charges other	48,668.10	24,340.19	35,000.00	10,659.81	69.54%
Total Charges for services	48,668.10	24,340.19	35,000.00	10,659.81	69.54%
Miscellaneous revenue					
Interest					
3600.100 Interest	0.00	1,964.01	0.00	(1,964.01)	0.00%
Total Interest	0.00	1,964.01	0.00	(1,964.01)	0.00%
Miscellaneous other					
3600.400 Other Cemetery Revenues	5,943.15	10,793.96	5,000.00	(5,793.96)	215.88%
3600.900 Other Revenues	3,521.65	0.00	0.00	0.00	0.00%
Total Miscellaneous other	9,464.80	10,793.96	5,000.00	(5,793.96)	215.88%
Total Miscellaneous revenue	9,464.80	12,757.97	5,000.00	(7,757.97)	255.16%
Contributions and transfers					
3800.100 Transfer in	0.00	0.00	40,000.00	40,000.00	0.00%
Total Contributions and transfers	0.00	0.00	40,000.00	40,000.00	0.00%
Total Revenue:	58,132.90	37,098.16	80,000.00	42,901.84	46.37%
Expenditures:					
Administration					
4100.100 Grave Opening Expenses	11,275.00	10,250.00	1,000.00	(9,250.00)	1,025.00%
4100.155 Cremation Expenses	5,900.00	3,450.00	1,500.00	(1,950.00)	230.00%
4100.240 Office Expense and Supplies	548.54	0.00	0.00	0.00	0.00%
4100.255 Computer Equip/Software	139.40	0.00	2,500.00	2,500.00	0.00%
4100.600 Professional and Technical	58,469.00	42,638.00	75,000.00	32,362.00	56.85%
4100.910 Property Tax	7,535.82	0.00	0.00	0.00	0.00%
Total Administration	83,867.76	56,338.00	80,000.00	23,662.00	70.42%
Total Expenditures:	83,867.76	56,338.00	80,000.00	23,662.00	70.42%
Total Change In Net Position	(25,734.86)	(19,239.84)	0.00	19,239.84	0.00%

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62 Magna Communities that Care - 07/01/2025 to 03/31/2026
75.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	165,062.19	90,495.93
10750 Undeposited Receipts	0.00	8,333.33
Total Cash and cash equivalents	165,062.19	98,829.26
Receivables		
12500 Due From Other Gov.	119,798.79	4,259.02
Total Receivables	119,798.79	4,259.02
Total Current Assets	284,860.98	103,088.28
Total Assets:	284,860.98	103,088.28
Liabilities and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	181,705.50	46,090.33
Total Current liabilities	181,705.50	46,090.33
Payroll liabilities		
22020 Accrued URS Liabilities	0.00	20.57
22075 Accrued HSA Liabilities	0.00	50.00
Total Payroll liabilities	0.00	70.57
Total Liabilities:	181,705.50	46,160.90
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	103,155.48	56,927.38
Total Equity - Fund Balance	103,155.48	56,927.38
Total Liabilities and Fund Equity:	284,860.98	103,088.28
Total Net Position	0.00	0.00

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	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Intergovernmental revenue					
Intergovernmental Other					
3100.320 Grants - Substance Use Disorder Grant	118,333.35	49,999.98	125,000.00	75,000.02	40.00%
3100.321 Grants - Safety & Success	404,803.86	173,603.59	500,000.00	326,396.41	34.72%
3100.322 Grants - Youth Court	361.92	23.97	0.00	(23.97)	0.00%
3100.323 Grants - Youth Advocacy Grant Initiative P	41,500.00	0.00	0.00	0.00	0.00%
Total Intergovernmental Other	564,999.13	223,627.54	625,000.00	401,372.46	35.78%
State liquor fund					
3100.580 State Liquor Fund Allotment	56,161.55	0.00	25,000.00	25,000.00	0.00%
Total State liquor fund	56,161.55	0.00	25,000.00	25,000.00	0.00%
Total Intergovernmental revenue	621,160.68	223,627.54	650,000.00	426,372.46	34.40%
Miscellaneous revenue					
Miscellaneous other					
3100.870 Donations	0.00	150.00	0.00	(150.00)	0.00%
3600.900 Other Revenue	1,540.25	0.00	25,000.00	25,000.00	0.00%
Total Miscellaneous other	1,540.25	150.00	25,000.00	24,850.00	0.60%
Total Miscellaneous revenue	1,540.25	150.00	25,000.00	24,850.00	0.60%
Total Revenue:	622,700.93	223,777.54	675,000.00	451,222.46	33.15%
Expenditures:					
Administration					
4100.100 Wages - CTC Coordinator	59,960.92	45,973.35	65,000.00	19,026.65	70.73%
4100.130 CTC Coordinator - Employee Benefits	271.01	262.82	30,000.00	29,737.18	0.88%
4100.150 CTC Coordinator - Social Security Tax	3,507.89	2,660.92	0.00	(2,660.92)	0.00%
4100.160 CTC Coordinator - Medicare	820.39	622.33	0.00	(622.33)	0.00%
4100.175 CTC Coordinator - LTD	231.08	133.28	0.00	(133.28)	0.00%
4100.180 CTC Coordinator - Medical Insurance	9,193.02	6,778.04	0.00	(6,778.04)	0.00%
4100.181 CTC Coordinator - Retirement Contribution	9,129.43	6,189.85	0.00	(6,189.85)	0.00%
4100.200 CTC - Awards, Promotional & Meals	3,684.82	2,144.93	0.00	(2,144.93)	0.00%
4100.230 Travel/Mileage - CTC	68,097.42	2,865.82	0.00	(2,865.82)	0.00%
4100.240 CTC - Office Expense and Supplies	2,732.06	1,108.71	0.00	(1,108.71)	0.00%
4100.330 CTC - Training and Seminars	0.00	721.40	0.00	(721.40)	0.00%
4100.600 CTC - Contractors	7,108.31	7,673.00	0.00	(7,673.00)	0.00%
4100.601 CTC - Youth Court	4,490.00	7,695.99	0.00	(7,695.99)	0.00%
4100.603 CTC - Communications and PR	1,039.43	1,464.23	0.00	(1,464.23)	0.00%
4100.604 CTC - Events	7,579.21	4,341.62	0.00	(4,341.62)	0.00%
4100.605 CTC - Youth Coalition	17,371.09	2,283.62	0.00	(2,283.62)	0.00%
4100.606 CTC - Software (website, zoom)	0.00	33.17	0.00	(33.17)	0.00%
4100.607 CTC - Sponsorships	14,032.44	841.04	0.00	(841.04)	0.00%
4100.610 Safety & Success - Travel	0.00	1,728.92	0.00	(1,728.92)	0.00%
4100.611 Safety & Success - Subawards	371,117.53	160,797.03	500,000.00	339,202.97	32.16%
4100.613 Safety & Success - Youth Court	2,877.92	575.16	10,000.00	9,424.84	5.75%
4100.614 Safety & Success - Other Expenses	5,247.10	2,434.76	15,000.00	12,565.24	16.23%
4100.615 Safety & Success - Contractors	17,596.29	9,145.15	30,000.00	20,854.85	30.48%
4100.740 Equipment/Computer Purchases	0.00	1,530.50	0.00	(1,530.50)	0.00%
4100.850 Beer Funds	0.00	0.00	25,000.00	25,000.00	0.00%
Total Administration	606,087.36	270,005.64	675,000.00	404,994.36	40.00%
Total Expenditures:	606,087.36	270,005.64	675,000.00	404,994.36	40.00%
Total Change In Net Position	16,613.57	(46,228.10)	0.00	46,228.10	0.00%

Greater Salt Lake Municipal Services District
Standard Financial Report
64 Community Reinvestment Agency of Magna - 07/01/2025 to 03/31/2026
75.00% of the fiscal year has expired

	<u>2025</u> <u>Year-End</u> <u>Actual</u>	<u>2026</u> <u>YTD</u> <u>Actual</u>
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	1,312.00	20,932.77
10200 Cash - PTIF	0.00	2,533,607.86
Total Cash and cash equivalents	<u>1,312.00</u>	<u>2,554,540.63</u>
Total Current Assets	<u>1,312.00</u>	<u>2,554,540.63</u>
Total Assets:	<u>1,312.00</u>	<u>2,554,540.63</u>
Liabilities and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	1,312.00	1,043.41
24000 Due to Other Funds	27,590.10	0.00
Total Current liabilities	<u>28,902.10</u>	<u>1,043.41</u>
Total Liabilities:	<u>28,902.10</u>	<u>1,043.41</u>
Equity - Fund Balance		
28001 Magna Main CRA	0.00	1,561,435.83
28002 Magna Housing CRA	0.00	726,931.00
28003 Magna Arbor Park CRA	0.00	246,436.00
29000 Unassigned Net Position (Fund Bal)	(27,590.10)	18,694.39
Total Equity - Fund Balance	<u>(27,590.10)</u>	<u>2,553,497.22</u>
Total Liabilities and Fund Equity:	<u>1,312.00</u>	<u>2,554,540.63</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>

Greater Salt Lake Municipal Services District
Standard Financial Report
64 Community Reinvestment Agency of Magna - 07/01/2025 to 03/31/2026
75.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Taxes					
CRA Taxes					
3100.100 General CRA Funds	0.00	0.00	25,000.00	25,000.00	0.00%
3100.101 Magna Main	0.00	1,563,644.00	0.00	(1,563,644.00)	0.00%
3100.102 Housing	0.00	726,931.00	0.00	(726,931.00)	0.00%
3100.103 Arbor Park	0.00	249,744.00	0.00	(249,744.00)	0.00%
Total CRA Taxes	0.00	2,540,319.00	25,000.00	(2,515,319.00)	10,161.28%
Total Taxes	0.00	2,540,319.00	25,000.00	(2,515,319.00)	10,161.28%
Miscellaneous revenue					
Interest					
3600.100 Interest Earnings	0.00	68,886.81	0.00	(68,886.81)	0.00%
Total Interest	0.00	68,886.81	0.00	(68,886.81)	0.00%
Total Miscellaneous revenue	0.00	68,886.81	0.00	(68,886.81)	0.00%
Total Revenue:	0.00	2,609,205.81	25,000.00	(2,584,205.81)	10,436.82%
Expenditures:					
Administration					
4100.310.000 Attorney-Civil - General	21,532.10	2,944.00	0.00	(2,944.00)	0.00%
4100.310.003 Attorney-Civil - Arbor Park	3,308.00	224.00	0.00	(224.00)	0.00%
4100.310.004 Attorney-Civil - Broadway	0.00	7,758.00	0.00	(7,758.00)	0.00%
4100.600 General - Professional and Technical	2,750.00	12,500.00	0.00	(12,500.00)	0.00%
Total Administration	27,590.10	23,426.00	0.00	(23,426.00)	0.00%
Contracted Services					
Parks maintenance					
4110.866.09 Magna Main - Mantle - Park Maintenanc	0.00	2,726.26	0.00	(2,726.26)	0.00%
4110.866.10 Magna Main - Minis - Park Maintenanc	0.00	1,966.23	0.00	(1,966.23)	0.00%
Total Parks maintenance	0.00	4,692.49	0.00	(4,692.49)	0.00%
Total Contracted Services	0.00	4,692.49	0.00	(4,692.49)	0.00%
Total Expenditures:	27,590.10	28,118.49	0.00	(28,118.49)	0.00%
Total Change In Net Position	(27,590.10)	2,581,087.32	25,000.00	(2,556,087.32)	10,324.35%

Greater Salt Lake Municipal Services District
Standard Financial Report
65 Magna Council Designated Fund - 07/01/2025 to 03/31/2026
75.00% of the fiscal year has expired

	2025	2026
	Year-End	YTD
	Actual	Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	0.00	1,689,849.02
10101 Cash - Zions CARES	4,297.34	4,297.34
10200 Cash - PTIF	930,570.93	241,250.79
10202 Cash - PTIF 9074 CARES	1,529,845.45	617,658.39
10750 Undeposited Receipts	0.01	(0.01)
Total Cash and cash equivalents	<u>2,464,713.73</u>	<u>2,553,055.53</u>
Receivables		
11530 Accounts Rec. -	0.00	500.00
12500 Due From Other Gov.	128,304.14	327,962.41
Total Receivables	<u>128,304.14</u>	<u>328,462.41</u>
Other current assets		
12601 Prepaid - 4th of July Event	30,297.57	11,045.00
Total Other current assets	<u>30,297.57</u>	<u>11,045.00</u>
Total Current Assets	<u>2,623,315.44</u>	<u>2,892,562.94</u>
Total Assets:	<u>2,623,315.44</u>	<u>2,892,562.94</u>
Liabilities and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	135,990.73	11,000.00
Total Current liabilities	<u>135,990.73</u>	<u>11,000.00</u>
Deferred revenue		
23455 CARES2 Deferred Revenue	1,383,611.80	453,061.80
25150 Unearned Revenue - 4th of July	8,735.90	500.00
Total Deferred revenue	<u>1,392,347.70</u>	<u>453,561.80</u>
Total Liabilities:	<u>1,528,338.43</u>	<u>464,561.80</u>
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	1,094,977.01	2,428,001.14
Total Equity - Fund Balance	<u>1,094,977.01</u>	<u>2,428,001.14</u>
Total Liabilities and Fund Equity:	<u>2,623,315.44</u>	<u>2,892,562.94</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>

Greater Salt Lake Municipal Services District
Standard Financial Report
65 Magna Council Designated Fund - 07/01/2025 to 03/31/2026
75.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Taxes					
MET Taxes					
3100.111 MET-Municipal Energy	625.38	572.03	0.00	(572.03)	0.00%
3100.112 MET-Municipal Telecom	53,855.91	65,338.54	60,000.00	(5,338.54)	108.90%
3100.113 MET-Pacificorp/Rocky Mtn Power	507,383.92	703,225.21	600,000.00	(103,225.21)	117.20%
3100.114 MET-Questar Gas/Dominion Energy	338,354.08	402,096.10	600,000.00	197,903.90	67.02%
Total MET Taxes	900,219.29	1,171,231.88	1,260,000.00	88,768.12	92.95%
Franchise Taxes					
3100.401 Google Franchise Fee	45,481.00	41,513.00	30,000.00	(11,513.00)	138.38%
Total Franchise Taxes	45,481.00	41,513.00	30,000.00	(11,513.00)	138.38%
Total Taxes	945,700.29	1,212,744.88	1,290,000.00	77,255.12	94.01%
Intergovernmental revenue					
Intergovernmental Other					
3100.320 Grants	17,515.00	23,962.25	0.00	(23,962.25)	0.00%
Total Intergovernmental Other	17,515.00	23,962.25	0.00	(23,962.25)	0.00%
Road Funds					
3100.561 HB244 Corridor Preservation Funds	0.00	0.00	225,000.00	225,000.00	0.00%
Total Road Funds	0.00	0.00	225,000.00	225,000.00	0.00%
State liquor fund					
3100.580 State Liquor Fund Allotment	0.00	34,988.06	0.00	(34,988.06)	0.00%
Total State liquor fund	0.00	34,988.06	0.00	(34,988.06)	0.00%
CARES Act					
3100.321 CARES2	27,200.00	930,550.00	0.00	(930,550.00)	0.00%
3100.323 ARPA	730,028.80	1,672,908.17	0.00	(1,672,908.17)	0.00%
Total CARES Act	757,228.80	2,603,458.17	0.00	(2,603,458.17)	0.00%
Total Intergovernmental revenue	774,743.80	2,662,408.48	225,000.00	(2,437,408.48)	1,183.29%
Miscellaneous revenue					
Interest					
3600.100 Interest Earnings	124,699.10	75,966.17	60,000.00	(15,966.17)	126.61%
Total Interest	124,699.10	75,966.17	60,000.00	(15,966.17)	126.61%
Miscellaneous other					
3600.200 Rent	0.00	500.00	0.00	(500.00)	0.00%
3600.900 Other Revenue	2,064.14	0.00	0.00	0.00	0.00%
3600.901 Magna 4th of July Event	701.14	0.00	1,000.00	1,000.00	0.00%
Total Miscellaneous other	2,765.28	500.00	1,000.00	500.00	50.00%
Total Miscellaneous revenue	127,464.38	76,466.17	61,000.00	(15,466.17)	125.35%
Contributions and transfers					
3100.001 Operating transfers in	4,297.34	0.00	0.00	0.00	0.00%
Total Contributions and transfers	4,297.34	0.00	0.00	0.00	0.00%
Total Revenue:	1,852,205.81	3,951,619.53	1,576,000.00	(2,375,619.53)	250.74%
Expenditures:					
Administration					
4100.730 Building Maintenance - Webster Center Re	0.00	1,050.80	660,000.00	658,949.20	0.16%
4100.880 Non-Classified Expenses	0.00	14,086.43	0.00	(14,086.43)	0.00%
Total Administration	0.00	15,137.23	660,000.00	644,862.77	2.29%
COVID Related Expenses					
4100.242 CARES2 Expenses	27,200.00	930,550.00	0.00	(930,550.00)	0.00%
4100.243 ARPA Expenses	730,028.80	1,672,908.17	0.00	(1,672,908.17)	0.00%
Total COVID Related Expenses	757,228.80	2,603,458.17	0.00	(2,603,458.17)	0.00%
Total Expenditures:	757,228.80	2,618,595.40	660,000.00	(1,958,595.40)	396.76%
Total Change In Net Position	1,094,977.01	1,333,024.13	916,000.00	(417,024.13)	145.53%

Diana Baun

From: Stewart Okobia
Sent: Friday, April 24, 2026 2:26 PM
To: msudbury; molsen; tgeorge; sprokopis@magna.utah.gov; mjensen@magna.utah.gov; apierce@magna.utah.gov; dave@dsaccounting.net; kbush; Claire Gillmor; djohnston@magna.utah.gov; along@shutah.law
Cc: Marla Howard; Brian Hartsell; Daniel Hoffman; Diana Baun; Lizel Allen; Chad Anderson; Tamaran Woodland; Richard Stephens
Subject: March 2026 Financial Report – Magna City
Attachments: 26-03 Financial Report - Magna City.pdf

Magna City,

Please see your March 2026 Financial Report attached for the period from July 1, 2025 to March 31, 2026 (75.00% of Fiscal Year 2026).

In addition, please see your fund balances.

Magna City

Type	Amount	Use
Unrestricted fund balance as of June 30, 2025 (end of FY2025) (fund 60)	\$1,778,495.96	Can be used for any city expense. Made up primarily of accumulated unspent Admin budget.
Assigned Capital Fund (fund 60)	\$1,976,496.05	Can be used for any capital project. Road or non-road.
Restricted Corridor Preservation funds (fund 60)	\$951,250.00	Can only be used for right-of-way purchases to facilitate current and future projects.
Unrestricted fund balance (fund 65)	\$2,428,001.14	Can be used for any city expense. Made up primarily of unspent MET funds which are a recurring revenue source.
CARES (fund 65)	\$453,061.80	Can be used for any city expense. No spending deadline.
	\$7,587,304.95	

Magna City Community Reinvestment Agency

Magna Main CRA (fund 64)	\$1,561,435.83	Can be spent according to the limitations prescribed by law related to revitalization, economic development, infrastructure etc.
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Magna Housing CRA (fund 64)	\$726,931.00	Can be spent according to the limitations prescribed by law related to revitalization, economic development, infrastructure etc.
Magna Arbor Park CRA (fund 64)	\$246,436.00	Can be spent according to the limitations prescribed by law related to revitalization, economic development, infrastructure etc.
Unrestricted fund balance (fund 64)	\$18,694.39	Can be spent according to the limitations prescribed by law related to revitalization, economic development, infrastructure etc.
\$2,553,497.22		

Let me know if you have any questions.

Thanks.



STEWART OKOBIA
 Director of Finance
 (801) 719-0737
Sokobia@msd.utah.gov

GREATER SALT LAKE
 MUNICIPAL SERVICES
 DISTRICT
 860 W Levoy Dr. Suite 300
 Taylorsville, UT 84123

Providing municipal services to Brighton, Copperton, Emigration Canyon, Kearns, Magna, White City and Unincorporated Salt Lake County.

Address: 860 W Levoy Drive, Suite 300, Taylorsville, UT 84123 ([Map](#))

Hours: 8:00 am to 4:30 pm

MAGNA CITY COUNCIL

RESOLUTION NO. R2026-28

DATE: May 12, 2026

A RESOLUTION ADOPTING THE CITY OF MAGNA 2026-2027 TENTATIVE BUDGET

WHEREAS, the City of Magna (“**Magna**”) is a municipality and political subdivision of the state of Utah; and

WHEREAS, Magna has prepared a tentative budget for the 2026-2027 fiscal year pursuant to Utah Code § 10-6-111, which the Magna City Council desires to adopt and present to the public for comment at a public hearing to be held on June 9, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Magna City Council that effectively immediately:

1. Adoption. The attached tentative budget is hereby adopted pursuant to Utah Code § 10-6-111 as Magna’s tentative budget for the 2026-2027 fiscal year.
2. Scheduling of Budget Hearing. Pursuant to Utah Code § 10-6-113, the Magna Council will hold a public hearing on June 9, 2026, at 6:00 p.m. at the Webster Center located at 8952 W Magna Main Street in Magna to receive public comments on the adoption of tentative budget as Magna’s final budget for the 2026-2027 fiscal year.
3. Notice of Budget Hearing. Notice of the public hearing shall be provided pursuant to Utah Code § 10-6-113.
4. Public Inspection of Tentative Budget. Magna staff and contractors are authorized and directed to make a copy of this tentative budget available for public inspection for a period of at least ten days prior to the public hearing, pursuant to Utah § 10-6-112.
5. This resolution shall take effect upon its adoption.

[Execution page to follow]

ADOPTED AND APPROVED at a duly called meeting of the Magna City Council on this 12th day of May 2026.

CITY OF MAGNA

By: _____
Mick Sudbury, Mayor

ATTEST

Diana Baun, Magna City Recorder

VOTING:
Council Member George voting _____
Council Member Jensen voting _____
Council Member Olsen voting _____
Council Member Pierce voting _____
Council Member Prokopis voting _____

Magna City, Utah

RESOLUTION NO.: R2026-29

DATE: May 12, 2026

A RESOLUTION OF THE MAGNA CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN MAGNA CITY AND WEST VALLEY CITY TO CONTRACT FOR THE DESIGN OF THE RECONSTRUCTION PROJECT AT 7200 WEST BETWEEN THE SR-201 NORTH FRONTAGE ROAD AND 2100 SOUTH

WHEREAS, Magna City (“Magna”), and West Valley City (“WVC”) are public agencies as defined in Title 11, Chapter 13 of the Utah Code (the “Interlocal Cooperation Act”);

WHEREAS, Section 11-13-202 of the Interlocal Cooperation Act provides that any two or more public agencies may enter into an agreement for joint or cooperative action; and

WHEREAS, Magna and WVC desire to enter into an Interlocal Cooperation Agreement (the “Agreement”) to contract for the design of the reconstruction of a portion of 7200 West between the SR-201 North Frontage Road and 2100 South (the “Project”), as provided in the Agreement.

WHEREAS, the attached agreement, Attachment "A" was negotiated, duly noticed and approved by the Magna City Council on May 12, 2026;

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

SECTION 1. That the Interlocal Cooperation Agreement referenced in the foregoing recitals (the “Agreement”), a copy of which may be attached to this Resolution, be and is adopted and approved and that the Mayor, be and is authorized and instructed to execute and deliver the Agreement on behalf of Magna.

SECTION 2. That the keeper of Magna’s records is authorized and instructed to keep an executed copy of the Agreement as part of Magna’s records.

SECTION 3. That this Resolution shall take effect immediately upon its passage with the effective date of the Agreement to be as specified as stated in the Agreement once fully executed.

APPROVED AND ADOPTED this 12th day of May, 2026 by the Magna City Council, Magna City, Utah.

BY:

MICK SUDBURY, MAYOR

ATTEST

DIANA BAUN
CITY RECORDER

VOTE BY COUNCIL:		AYE	NAY
Council Member George	voting	_____	_____
Council Member Jensen	voting	_____	_____
Council Member Olsen	voting	_____	_____
Council Member Pierce	voting	_____	_____
Council Member Prokopis	voting	_____	_____

Attachment A

Interlocal Cooperation Agreement Between
Magna City and West Valley City
(may be attached)

INTERLOCAL COOPERATION AGREEMENT

Between

MAGNA CITY

and

WEST VALLEY CITY

This Interlocal Cooperation Agreement (this “Agreement”) is made and entered into this _____ day of _____, 2026, with an effective date as provided in Section 14 of this Agreement, by and between Magna City, a municipal corporation of the State of Utah (“Magna”); and West Valley City, a municipal corporation of the State of Utah (“WVC”). WVC and Magna City are sometimes referred to collectively as the “Parties” and either may be referred to individually as a “Party,” all as governed by the context in which such words are used.

WITNESSETH :

WHEREAS, Magna and WVC are public agencies as defined by Title 11, Chapter 13, UTAH CODE ANN. (the “Interlocal Act”). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, Magna is a member of the Greater Salt Lake Municipal Services District (“MSD”), a special district and political subdivision of the State of Utah. For the purposes of this Agreement, the Parties agree that the MSD may act on behalf of Magna as Magna’s authorized agent, and that the MSD may take actions required of Magna with respect to the subject matter of this Agreement; and

WHEREAS, the Parties wish to contract for the design of the reconstruction of a portion of 7200 West between the SR-201 North Frontage Road and 2100 South (the “Project”); and

WHEREAS, Magna and WVC desire to enter into an agreement, which sets forth the rights, obligations and responsibilities of each Party for the Project.

A G R E E M E N T :

NOW, THEREFORE, in reliance on the stated recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. WVC Obligations. Except as provided in Section 2 of this Agreement, WVC shall contract with a consultant to design the Project. WVC shall be the primary point of contact with the consultant. WVC will consult with Magna in making Project decisions and will give Magna deference in making decisions within the jurisdictional area of Magna provided that such deference does not increase the cost of the Project at WVC’s expense. WVC shall diligently cooperate with Magna to ensure that the decisions are sound and made in a timely manner.

WVC shall be responsible for 50% of the cost of the Project. WVC's obligation shall not exceed \$146,322.88.

2. Magna Obligations. Magna shall be responsible for 50% of the cost of the Project. Magna's obligation shall not exceed \$146,322.87. The Parties agree that upon receiving a project related invoice, WVC will invoice Magna for Magna's share of that invoice as defined above. Magna will pay WVC within 30 days after receiving any invoice from WVC.

3. Approval and Coordination. WVC shall obtain Magna approval prior to making any decisions concerning the Project within Magna city limits. Magna shall cooperate and respond to all requests for approval promptly after receipt of any such request and shall not unreasonably withhold, condition, or delay any approval required under this paragraph or elsewhere in this Agreement.

4. Services Performed in a Professional and Reasonable Manner. WVC shall perform project management in a professional, reasonable and responsive manner in compliance with all applicable laws. Subject to the foregoing, the exact nature of how the services are to be performed, and any other matters incidental to providing services shall remain with WVC. All construction will comply with applicable law.

5. Retaining Consultants and Contractors. WVC will consult with Magna and consider input from Magna in selecting consultants.

6. Termination. If the design and construction of the Project are not completed by the end of the term as set forth herein, and WVC desires to extend this Agreement, WVC shall request an extension from Magna as soon as reasonably possible. The request shall be in writing and shall indicate the reason for the request and the length of the extension desired. Magna shall not unreasonably withhold, condition, or delay its acceptance of a request by WVC for an extension. Within 30 days of receipt of such written request, Magna shall notify WVC in writing of its intent to accept or reject the request, and the Parties shall amend this Agreement with a new termination date if accepted. This Agreement may be terminated, for cause, upon 90 days written notice to the non-terminating Party or Parties if the other Party or Parties fail to cure the default identified in the written notice within the 90 day notice period.

7. Liability and Indemnification. Magna and WVC are governmental entities under the Utah Governmental Immunity Act (the "Act"), UTAH CODE ANN. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. No Party waives any defenses otherwise available under the Act nor does any Party waive any limits of liability currently provided by the Act.

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

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any budgeting and financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board consisting of the City Manager of WVC, a representative of the Greater Salt Lake Municipal Services District, and the City Manager of Magna City. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

9. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows, or (c) upon receipt of an e-mail notice addressed to the respective Parties as follows:

If to Magna City: Magna City
 Mayor Mick Sudbury
 8952 West Magna Main Street
 Magna, Utah 84044

With a copy to: Smith Hartvigsen
 Nathan Bracken
 City Attorney
 257 East 200 South, Suite 500
 Salt Lake City, Utah 84111

If to WVC: Ifo Pili
 City Manager
 West Valley City
 3600 Constitution Boulevard
 West Valley City, Utah 84119

With a copy to: J. Eric Bunderson
 City Attorney
 West Valley City
 3600 Constitution Boulevard

West Valley City, Utah 84119
E-mail: eric.bunderson@wvc-ut.gov

10. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

11. Resolution of Claims and Disputes. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County, Utah.

12. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

13. Amendments. This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by the governing bodies of WVC, the Greater Salt Lake Municipal Services District, and Magna City, including the adoption of any necessary resolutions or ordinances by the Parties authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for WVC and Magna, respectively, (b) executed by a duly authorized official of each of the Parties, (c) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the execution by each respective attorney, and (d) filed with the keeper of the records of each Party.

14. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the adoption of a resolution by the governing body of the Parties, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate on the earlier of (i) the completion of the Project or (ii) within three (3) years after the execution of this Agreement as set forth herein. Except as otherwise provided in Section 6 there is no permissible method or methods to be employed to accomplish the partial or complete termination of this Agreement.

15. Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more

phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

16. Additional Provisions. The following provisions also are integral to this Agreement:

(a) Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

(e) Time. Time is the essence hereof.

(f) Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) Waiver. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) Rights and Remedies. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision hereof.

(i) Attorney Fees. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party.

(j) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(k) Severability. The provisions of this Agreement are severable and, should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(l) Cumulative Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(m) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth in their entirety within the body of this Agreement.

(n) No Agency. Agents, employees or representatives of a Party shall not be deemed to be agents, employees or representatives of the other Party.

IN WITNESS WHEREOF, WVC, by a resolution duly adopted by its City Council, caused this Agreement to be signed and attested by the Mayor, or her designee; and Magna City, by a resolution duly adopted by its City Council, caused this Agreement to be signed by the Mayor, or his designee; and the Greater Salt Lake Municipal Services District, by a resolution duly adopted by its governing board, caused this Agreement to be signed and attested by the Chair.

MAGNA CITY

By: _____
Mayor

ATTEST:

City Recorder

Approved as to Form and Legality:

MAGNA CITY ATTORNEY

By: _____

Date: _____

WEST VALLEY CITY

By: _____
Mayor

ATTEST:

City Recorder

Approved as to Form and Legality:

WEST VALLEY CITY ATTORNEY

By: _____

Date: _____

MAGNA CITY

RESOLUTION NO. R2026-30

DATE: May 26, 2026

**A RESOLUTION OF THE MAGNA CITY COUNCIL ADOPTING THE RULES
OF ORDER AND PROCEDURE FOR CITY COUNCIL MEETINGS**

RECITALS

WHEREAS, Magna City (the “City”) has reviewed the Rules of Order and Procedure that govern its City Council meetings; and

WHEREAS, the Magna City Council (“City Council”) is the legislative body that requires a systematic way of conducting its business through rules of order and procedure designed to provide the orderly conduct for full, open, and comprehensive debate of issues placed on the City Council agenda for action in a forum open to the public; and

WHEREAS, Utah Code Ann. §§ 52-2-101 et. seq., Open and Public Meetings Act, require the City to take its actions openly and conduct deliberations openly, unless statutory exceptions apply;

WHEREAS, Utah Code. § 10-3-606 requires that municipalities adopt rules of order and procedure to govern and prescribe parliamentary order and procedure, ethical behavior, and civil discourse in a public meeting; and

WHEREAS, the City Council finds that it is proper to adopt and revise its rules of order and procedure so that the City Council meetings and other public hearings are conducted fairly, orderly, and efficiently; and

WHEREAS, this resolution is adopted to provide a set of rules that governs the City Council meeting or other public hearings.

NOW, THEREFORE, the City Council adopts the following Rules of Order and Procedure as follows:

1. **Quorum:** Three members of the City Council shall constitute a quorum to conduct business in a meeting, excluding the Mayor.
2. **Mayor Pro Tempore:** The Mayor shall appoint the Mayor pro tempore, which must be confirmed by the majority of the City Council at the first meeting in January.

3. **Convening the Meeting:** The City Council shall schedule regular meetings in advance by resolution on an annual basis. The schedule shall set the time and place of the regular meeting which shall be held typically on the second and fourth Tuesday of each month. The Mayor or two City Council members may place items for consideration on the agenda of a regular or special meeting. The Mayor or the Mayor Pro Tempore shall call the meeting to order at the time scheduled, preserve order at the meeting, and conduct the meeting as stated on the agenda and in compliance with applicable ordinances and rules of order and procedure.
 - a) All meetings shall be conducted fairly, efficiently, and respectfully. The Mayor or Mayor Pro Tempore has discretion to conduct the meeting consistent with these goals.
 - b) The order to convene a special meeting shall be entered in the minutes and provided with at least three hours' notice in compliance with Utah Code Ann. § 10-3-502 and notwithstanding Utah Code Ann. § 52-4-202. If any City Council member makes a personal appearance at the special meeting without notice, the appearance shall constitute a waiver of the notice.
 - c) The public notice requirement may be disregarded for an emergency meeting pursuant to Utah Code Ann. Subsection 52-4-202(5).
4. **Work Session:** A work session may precede or be included in the regular meeting for the City Council to ask questions or receive input from staff or others on agenda items or other matters. The work session may be informal. No final action shall be taken on any item discussed during a work session.
5. **Public Comment:** At every regular meeting of the City Council, there shall be an agenda item titled "Public Comment" near the beginning of the City Council meeting to allow any member of the public to speak to the City Council on any matter of public concern regardless if the item is identified on the agenda for action.
 - a) If any member of the public provides comment on a matter that is set for action later on the agenda, the Mayor may identify the public comment as part of the record for that agenda action but only at the time set for discussion.
 - b) The City Council may not take final action on any unscheduled matter identified during the public comment portion of the agenda, but any City Council member may ask questions, give recommendations to the Mayor, or request that a matter

be placed on the agenda at a later meeting.

- c) To ensure fairness and neutrality, the Mayor shall limit public comments to a maximum of three minutes per individual. The Mayor shall govern the conduct of the public comments to prevent outward displays of support or opposition to those speaking and prohibit allocations of time by one commenter to another.
6. **General Meeting Procedure:** The matters shall proceed in the order specified on the agenda. A motion to amend the agenda shall be made by the City Council member requesting a change of order to the agenda and seconded, with the majority of the City Council in attendance in favor of amending the agenda.
 7. **Consent Agenda:** If there is a routine or uncontested matter that requires approval, the City Council may vote to approve each item as a group on the consent agenda without extensive discussion. Any City Council member may request that any consent agenda item be removed from consideration and reviewed individually. If a consent agenda item is placed on the regular agenda, the City Council shall vote separately on the item or by motion may table the consent agenda item by a nondebatable motion to set it for a future City Council meeting.
 8. **Agenda:** The meeting is governed by the agenda, and the agenda constitutes the City Council's ordered list of items for discussion or decision. Final action may be taken on any action item that is in the open meeting and on the agenda.
 - a) The Mayor shall clearly announce the numbered agenda item and clearly state the subject of the agenda item.
 - b) The Mayor may invite the appropriate person, who may be the Mayor, a City Council member, City Manager or staff, or an invited person, to provide input, recommendations, or a report on the agenda item, as provided in Subsection 9, Initial Presentation Procedures.
 - c) The Mayor may request members of the City Council to address germane questions for clarification to the person who provided input or a report. The person shall be given time to respond.
 - d) At a public hearing, the Mayor shall open the public hearing for public input and announce the time. After hearing public input, the Mayor shall close the public hearing and announce the time.

- e) With or without the Mayor's invitation for a motion, a City Council member may make a motion for action on the action agenda item. The Mayor shall identify the maker of the motion.
 - f) The Mayor shall recognize the second to the motion and identify the maker of the second, if made. If no City Council member makes a motion to second the original motion, the agenda item is considered concluded without decision, and the City Council moves on to the next agenda item, unless another motion is made.
 - g) The Mayor shall announce the motion and its second, or request the maker of the motion to repeat it, or request the City Recorder to repeat the motion.
 - h) The Mayor shall declare that now is the time on the agenda to discuss the motion. If no discussion occurs or after discussion, the Mayor shall announce that the City Council shall vote on the motion.
 - i) The Mayor may repeat the motion if there has been substantial discussion to clarify the purpose of the motion and vote.
 - j) The Mayor votes only in the case of a tie or as otherwise provided in Utah Code Ann. § 10-3b-302. In the event of a tie vote or a nay vote, such votes shall be roll call votes for the purposes of the minutes.
 - k) The Mayor shall announce the result of the vote and what action has been taken, if any.
 - l) The person who sets an agenda item, whether the Mayor, two City Council members, or staff, may withdraw that agenda item from consideration by communicating the withdrawal to the Mayor prior to the commencement of the meeting.
 - m) During the meeting, the Mayor shall announce that the item has been pulled from the agenda and why.
9. **Initial Presentation Procedures:** After an initial input or report on an agenda item, the Mayor or any City Council member may ask germane questions of the person who provided the input or report and review documents and information as necessary to understand the issue.

10. Motions Required for City Council Action. To act on any agenda item under consideration, a City Council member shall make the motion to approve the action item or adopt the ordinance, resolution, or rule. The motion shall receive a second from another City Council member. Any motion to approve requires the majority of the City Council or three votes to pass. In the absence of a second to a motion, the motion to approve fails, and the agenda item is concluded without decision unless another motion is made. There can be no more than three motions on the floor at the same time. The vote shall proceed first on the last motion made.

- a) **Initial Motion:** Any City Council member may make an initial motion on an agenda item. Prior to voting on the initial motion, the City Council may discuss or debate the motion fully. Each Council member will be given the opportunity to discuss the motion beginning with the council member making the motion and the council member making the second to the motion. The remaining council members then will be allowed to discuss. After each council member has had the opportunity to discuss once, the Mayor may ask for another round of discussion. The Mayor will then close the discussion and call for the vote. The Mayor may limit the length of the discussion for fairness, orderliness, and efficiency. The Mayor may call the question to vote on the matter if a motion has been made and seconded. Any other City Council member may also call the question to vote on the matter.
- b) **Motion to Withdraw:** At any time prior to voting, the same City Council member who made the initial motion to approve the action item or adopt the ordinance, resolution, or rule may, without a second or a vote, withdraw the motion.
- c) **Motion to Amend:** Any City Council member may amend an initial motion but it requires a second by a City Council member. The motion to amend must be germane to the initial motion. The City Council may debate or discuss and shall vote on the amended motion prior to voting on the initial motion. If the motion to amend the initial motion has been seconded and passes, the Mayor shall allow debate and action on the amended motion. If the motion to amend fails, the Mayor shall bring the initial motion back to debate in its original format, not amended.
- d) **Motion to Substitute:** Any City Council member may make a new and different motion, known as a substitute motion, which is not germane to the subject under consideration in the initial motion or the motion to amend the initial motion. The motion to substitute requires a second. If a City Council member questions the characterization of the motion as a substitute motion, the Mayor shall designate

the type of motion made, either a motion to amend or a motion to substitute, which is the final determination. After discussion and debate on the substitute motion, which is the most recent motion on the floor, a vote shall be taken. If the substitute motion passes, the initial motion or motion to amend is eliminated. The substitute motion thus completes the agenda item. If the substitute motion fails, the Mayor now opens the debate on the initial motion, or the motion to amend the initial motion. If the motion to amend passes, the Mayor shall bring the initial motion back to the debate as amended. If the motion to amend fails, the Mayor shall bring the initial motion back to debate in its original format, not amended.

- e) General Consent: The Mayor may use general consent or unanimous consent to dispense with any motion if it appears the City Council is all in agreement. The Mayor shall first determine there are no objections to the general consent motion before the motion is approved.

11. Nondebatable Motions. The Mayor shall immediately call for a vote of the City Council without debate on the following motions made and seconded. A majority vote is required to approve the motion.

- a) Motion to Adjourn: A motion to adjourn requires the City Council to adjourn immediately to its next regularly scheduled meeting and requires a majority vote pursuant to Utah Code Ann. § 10-3-507.
- b) Motion to Fix the Time to Adjourn: A motion that requires the City Council to adjourn the meeting to a specific time identified in the motion requires only a motion and a second to the motion as provided in Utah Code § 10-3-507.
- c) Motion to Recess: A motion that requires the City Council to immediately take a recess with the length of time identified in the motion.
- d) Motion to Table: A motion that requires City Council discussion of the agenda item to cease and the agenda item placed on indefinite hold unless the motion contains a specific time for the return of the agenda item at a future City Council meeting upon the order of the Mayor or two City Council members.
- e) Call for Previous Question: A motion that requires the City Council to cut off debate and put the matter to a vote. The motion is frequently “I move the previous question” or “I call the question.” If the previous question motion is

made and seconded, the Mayor shall stop debate and call for the vote on the motion to limit debate.

- f) Call for Orders of the Day: Any City Council member may call for orders of the day to return the discussion to the agenda. This motion does not require a vote.
- g) Action Items: For information requests or specific assignments to staff, the City Council may act informally or by consensus without a motion.

12. **Voting:** Any matter brought for legislative action before the City Council by motion must be decided by an affirmative vote or negative vote of a majority of the City Council. Any action by the City Council requires three yes votes to pass. The Mayor may vote in the case of a tie vote or otherwise pursuant to Utah Code Ann. § 10-3b-302.

- a) The Mayor Pro Tempore shall be entitled to cast a vote as member of the City Council, including when acting as Mayor. The Mayor Pro Tempore may not cast more than one vote on any motion or cast a second vote as Mayor to break a tie vote among City Council members. If there is a tie vote with the Mayor Pro Tempore's vote, the motion fails.
- b) On any motion to approve an ordinance, resolution, or rule which creates financial obligations of the City, the vote shall be recorded as a roll call vote.
- c) On any motion to approve, if the voice vote tally is unclear, or if there is even one Nay vote, the entire vote shall be recorded as a roll call vote.
- d) If a council member makes the motion to approve which is seconded and then it fails, a council member may request an entry of findings of fact and conclusions of law to be included into the motion and the record. The City Council may motion to recess to allow the City Attorney to prepare the findings of facts and conclusions of law to be included in the motion or to table for consideration at a future meeting.

13. **Closed Meetings:** The City Council may hold a closed meeting pursuant to Utah Code § 52-4-205 for certain purposes only. On the public notice required pursuant to Utah Code Subsection 52-4-202(1), the public notice shall include the meeting agenda, which shall include an agenda item to go into a closed meeting, even if not acted upon at each meeting.

- a) Any City Council member may make the motion to convene a closed City Council meeting, and in the open meeting, shall state the reasons for the motion. The motion shall be seconded. The City Council shall approve the motion by 2/3 vote of the members of the public body present prior to convening the closed meeting.
- b) The motion to enter into a closed City Council meeting shall specifically state at least one of the following grounds as provided in Utah Code Ann. Subsection 52-4-205(1). A closed City Council meeting may only be held for:
 - i. discussion of the character, professional competence, or physical or mental health of an individual, except to fill a midterm vacancy or temporary absence which occurs in open meeting;
 - ii. strategy sessions to discuss collective bargaining;
 - iii. strategy sessions to discuss pending or reasonably imminent litigation;
 - iv. strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water rights or water shares, to discuss a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state, if public discussion would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms;
 - v. strategy sessions to discuss the sale of real property, including any form of a water right or water shares, if the public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms when the public body previously gave public notice that the property would be offered for sale and the terms of the sale are publicly disclosed before the public body approves the sale;
 - vi. discussion regarding deployment of security personnel, devices, or systems;
 - vii. investigative proceedings regarding allegations of criminal misconduct; or

viii. deliberations concerning an evaluation, protest, or appeal concerning procurement matters as provided in Subsections 52-4-205(1) (m), (n), or (o).

c) At the conclusion of the closed meeting discussion, the Mayor shall request a motion and a second to adjourn the closed meeting and return to the open meeting.

14. Reconsideration: Only a City Council member who is in the majority on a vote may make a motion to reconsider or rescind any action taken. Any City Council member may second the motion. If approved by a majority, the original agenda item shall be reconsidered or rescinded in the current City Council meeting or placed on the next City Council or special meeting agenda for reconsideration and discussion.

a) At the time of reconsideration, the City Council may discuss and debate the initial motion as if it were on the floor for the first time. The number of City Council members present must be equal to or greater than the number of City Council members present when the matter was first considered in compliance with Utah Code § 10-3-508.

b) If reconsideration would cancel or abrogate a binding obligation of the City, the City Attorney shall provide a legal opinion to the Council on the subject prior to any action on reconsideration.

c) At the time of reconsideration, if a motion to rescind the action is made and seconded, the City Attorney shall provide a legal opinion to the Council on the subject prior to any action on the motion to rescind.

15. Public Hearings at City Council Meetings: The City Council shall conduct a public hearing during its City Council meeting to consider an annexation, the adoption or any modification of a land use regulation, zoning text, or zoning map, the tentative budget, any bond issuance, or any truth in taxation hearing pursuant to Utah Code § 59-2-919. The City Council may also elect to hold a public hearing on a matter even if it is not required by law.

16. Rules of Procedure for Public Hearings: The Mayor may announce that the same rules of order and procedure that apply to a City Council meeting shall apply to a public hearing held during the City Council meeting. The rules of order and procedure and code of conduct shall be made available to the public who attend the public hearing and on the City's public website.

17. Formal Nature of Public Hearings: A public hearing may be more formal than other portions of the City Council meeting to protect the due process rights of the applicant and any other participant.

- a) If a staff report is generated prior to the public hearing, the applicant shall be provided with a copy of the staff report within a reasonable period of time prior to the public hearing.
- b) The matter shall be introduced by staff and followed by testimony from the applicant at the applicant's discretion. Any interested person shall then be given the opportunity to provide testimony for or against the matter. At the conclusion of testimony by interested persons, the applicant shall be given the opportunity to offer rebuttal testimony.
- c) Any person providing testimony will be requested to state the person's name and address, state clearly the person's position on the matter subject to review; and provide testimony, information, or data in support.
- d) Any person other than the applicant may provide testimony only once during a specific public hearing, including public hearings that are postponed or continued for future meetings.
- e) The Mayor may limit the length of testimony or allocate available time equitably for any interested person who requests to testify.
- f) Any testimony, evidence, documents, photographs, or other information received by the City Council shall be entered into the record of proceedings. The City Council has the discretion to postpone action on a public hearing item, and it may continue to receive additional written comments or other evidence until such time as the Mayor closes the public hearing or reschedules the public hearing.
- g) At the conclusion of the public hearing, the City Council may consider the matter and engage in discussion and debate as necessary. Although the rules of evidence do not apply to public hearings, City Council members have discretion to weigh the evidence and measure the credibility of the testimony by a preponderance of the evidence.
- h) The City Council may make a final decision at the close of the public hearing, except that the City Council may, in some circumstances:

- i. announce its findings of fact and conclusions of law in support of the decision orally on the record; or
- ii. give directions to staff to prepare a written order, permit, or decision consistent with the City Council findings, which the City Council may adopt or modify at a future City Council meeting.

18. **Modification of Rules:** To the extent these rules of order and procedure conflict with any other law or statute, the other law or statute shall prevail. The City Council or the presiding officer has discretion to modify these rules or the procedures under these rules to the extent necessary to accommodate the needs of a particular situation or changes in the law. The adoption of these rules shall not be deemed to confer any specific substantive or procedural rights upon any person participating at a City Council hearing or meeting.

19. **Adjournment:** The City Council may vote to adjourn the meeting by motion and a second without hearing all matters on the agenda by a majority vote. Any matter not heard may be rescheduled on the next available agenda. The City Council may also adjourn at any time if disruptive conduct at a meeting prevents orderly action.

20. **Expulsion:** The City Council, by a two-thirds vote of the members of the governing body, may fine or expel any member of the governing body if the person engages in disorderly conduct during the open public meeting or closed meeting, fails to disclose a direct or indirect financial conflict of interest regarding the issue discussed at or action proposed to be taken in the open public meeting, or commits a crime during the open public meeting.

21. **Requiring Attendance of Witnesses, Production of Evidence:** The City Council may require the attendance of any person to give testimony or produce records, documents, or things for inspection, copying, or examination necessary or useful to the governance of the municipality. The City Council may by ordinance establish its own procedures for issuing subpoenas to require attendance or production in the same manner as provided in the Utah Rules of Civil Procedure and through the assistance of the City Attorney.

22. **Conduct of Mayor as Council Chair:** The Mayor shall:

- a) preside at City Council meetings;
- b) participate in discussion of any matter;

- c) vote as a member only in case of a tie or if otherwise specifically authorized under state law pursuant to Utah Code Ann. § 10-3b-302;
- d) have no power to veto;
- e) possess primary responsibility to enforce the Magna City Council Rules of Order and Procedure;
- f) maintain the dignity of the City Council meetings;
- g) call the City Council meeting to order and confine discussion to the agenda;
- h) permit staff and public participation at appropriate times;
- i) require knowledge of the Magna City Council Rules of Order and Procedure;
- j) ensure compliance with the Magna City Council Rules of Order and Procedure;
- k) ensure compliance with the Utah Open and Public Meetings Act;
- l) advise or courteously discourage any member who talks disproportionately to other members, including imposing a time limit on council reports;
- m) ensure those who have the floor are not interrupted; and
- n) make the ruling if a member is out of order or noncompliant with City Council procedures.

23. **Written Minutes:** The City Council shall keep written minutes and a recording of all open meetings. Written minutes shall include the date, time, place of meeting, the names of members present and absent, the substance of all matters proposed, discussed, or decided by the public body which may include a summary of comments made by members of the public body. Any member of the public body may request any other information or record of the proceeding to be entered in the minutes or recorded at the open meeting. The written minutes are intended to be a summary document of the agenda items acted upon and related discussions, not a transcript or verbatim summary of comments made by members of the public body.

24. **Online Version of Minutes.** An online version of the City Council minutes may satisfy the requirements that minutes include “the substance of all matters proposed, discussed,

or decided or the substance of testimony or comments” if maintained and publicly available online by providing a link to the meeting recording as required in Utah Code Subsection 52-4-203 (2)(b).

25. **Code of Conduct:** These Rules of Order and Procedure also adopt the “Code of Conduct” to be applied both in and out of open public meetings to members of the Magna City Council, Boards, Committees, and Commissions. Attached as *Exhibit A*.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MAGNA:

Section 1. The Magna City Council Rules of Order and Procedure are adopted by the City.

Section 2. The Code of Conduct is adopted for the Mayor, Magna City Council, Boards, Committees, and other Commissions and attached as *Exhibit A*.

Section 3. This Resolution hereby adopted is effective on _____.

[execution on following page]

MAGNA CITY RESOLUTION NO. R2026-30

**A RESOLUTION OF THE MAGNA COUNCIL ADOPTING THE RULES OF
ORDER AND PROCEDURE FOR CITY COUNCIL MEETINGS**

ADOPTED this 26th day of May 2026

MAGNA CITY, UTAH

BY:

Mick Sudbury, Mayor

Date

ATTEST:

Diana Baun, City Recorder

Date

VOTING:

Council Member George voting _____

Council Member Jensen voting _____

Council Member Olsen voting _____

Council Member Pierce voting _____

Council Member Prokopis voting _____

EXHIBIT A
CODE OF CONDUCT

Code of Conduct

For Members of the Magna City Council, Boards, Committees, and Commissions

The Magna City Council adopts a Code of Conduct for Members of the City Council, including the Mayor, and Magna City's boards, committees, and commissions to ensure public confidence in the integrity of local government and its effective, open, and fair operation. If there is a conflict between the City Council's Rules of Order and Procedure and the Planning Commission's, the City Council's Rules of Order and Procedure shall govern until such time as amended Planning Commission Rules of Order and Procedure are adopted. The following standards are established:

- **Act in the Public Interest**

Recognizing that stewardship of the public interest must be their primary concern, Members will work for the common good of the people of Magna and not for any private or personal interest, and they will ensure fair and equal treatment to all persons, claims and transactions coming before the Magna City Council, boards, committees, and commissions.

- **Comply with the Law**

Members shall comply with the laws of the nation, the State of Utah, and Magna City in the performance of their public duties. These laws include the United States and Utah Constitutions; the Magna City Municipal Code; statutory provisions pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government, including the Utah Public Officers' and Employees' Ethics Act, Utah Code, Title 67, Chapter 16; and Magna City policies and procedures.

- **Conduct of Members**

The professional and personal conduct of Members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from rudeness, disrespectful comments, insults, name-calling, abusive conduct, personal charges, or verbal attacks upon the character or motives of other Members of Council, Mayor, boards, committees, commissions, the staff, or the public.

- **Respect for Process**

Members shall perform their duties in accordance with the processes and rules of order and procedure as established by the Mayor, City Council, board, committees, and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City Staff.

- **Conduct of Public Meetings**

Members shall prepare themselves for public issues in the meeting, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings. Everyone should feel safe in expressing their opinions, views, and concerns. Clapping, shouting, and booing during meetings are not permitted. All persons attending a Public Meeting shall obey any lawful order of the Chair to enforce the Rules of Procedure.

- **Conflict of Interest**

In order to ensure their independence and impartiality on behalf of the common good, Members shall not use their official positions to influence governmental decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest. In accordance with law, Members shall disclose investments, interest in real property, sources of income, and gifts; and they shall abstain from participating in deliberations and decision-making where conflicts may exist.

- **Policy Role of Members**

Members shall respect and adhere to the Council-manager structure as adopted by ordinance of the Magna City government. In this structure, the City Council determines the policies of the City with the advice, information, and analysis provided by the public, City Manager, City staff, boards, committees, or commissions.

- **Independence of Boards, Committees and Commissions**

Because of the value of the independent advice of boards, committees, and commissions to the public decision-making process, Members of the City Council shall refrain from using their elected positions to unduly influence the deliberations or outcomes of board, committee, commission, and staff deliberation proceedings.

- **Positive Workplace Environment**

Members shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealing with City employees but without giving inappropriate direction to staff.

Compliance and Enforcement

Magna City Code of Conduct is intended to be self-enforcing. It therefore becomes most effective when Members are thoroughly familiar with it and embrace its provisions. The Magna City Code of Conduct expresses standards for ethical conduct expected of the Mayor and Members of the Magna City Council, boards, committees, and commissions. Members themselves have the primary responsibility to ensure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

The Mayor and Chairs of boards, committees, and commissions have the responsibility to intervene when actions of Members are witnessed or reported that appear to be in violation of the Code of Conduct. The City Council by 2/3 vote may also impose sanctions on Members whose conduct does not comply with the City's ethical standards.

Sanctions

- Official verbal reprimand in an open meeting if the Member continuously causes disruptions during a public meeting and does not appropriately respond to a simple warning.
- Formal public letter of censure by Mayor, Chair, or majority of the council or body.
- Loss of any committee assignment.
- In accordance with Utah Code Ann. §§ 52-4-301 or 10-3-607, removal from meetings.

Official Warning and Temporary Suspension

The Meeting Chair shall issue an official warning before taking further action in response to the following actions by a member of the City Council, City Staff, or the Public who does any of the following:

- Repeatedly begins speaking without being recognized by the chair;
- Engages in attacking insults; or
- Engages in boisterous conduct, including applause, whistling, stamping of feet, booing, or making any loud, threatening, profane, abusive, personal, impertinent, slanderous, or obscene utterance that disturbs, disrupts, or otherwise impedes the conduct of the meeting.

This warning shall clearly identify the inappropriate behavior and the potential consequences that will arise if such behavior persists, provide the warned individual with an opportunity to correct the conduct, before the city takes more serious action, including temporary removal from the premises. The City Council shall issue this warning by a majority vote.

Suspension from the Meeting

The city may suspend the abusive individual for the remainder of the meeting and any subsequent meetings which the City has scheduled for that day if the individual does not correct the behavior in response to an official warning. This temporary suspension from City property provides the offending individual with an opportunity to “cool down” and reflect on his or her behavior. The City council shall approve the suspension from the meeting by a majority vote.

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
UNIFIED POLICE GREATER SALT LAKE
-AND-
MAGNA CITY

THIS INTERLOCAL COOPERATION AGREEMENT (“**Agreement**”) is made and entered into the _____ day of _____, 2026 (“**Effective Date**”), by and between UNIFIED POLICE GREATER SALT LAKE, an interlocal entity of the State of Utah (“**UPD**”), and MAGNA CITY, a municipal corporation of the State of Utah (the “**CITY**”). UPD and the City may be referred to collectively as the “**Parties**” and may be referred to individually as a “**Party**.”

WITNESSETH:

WHEREAS, UPD provides law enforcement services to the City; and

WHEREAS, UPD requested that the City contribute funds to allocate to the procurement of a new Sargeant to serve the City (“**Allocation Funds**”); and

WHEREAS, the City desires to contribute the Allocation Funds for the new Sargeant; and

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** The Term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years (“**Initial Term**”). At the expiration of the Initial Term, this Agreement shall automatically renew on an annual basis (“**Renewal Term(s)**”), unless terminated in accordance with Section 6 of this Agreement.

2. **Allocation Funds.** The City will contribute funds in the amount of Fifty-Six Thousand Nine Hundred Forty Dollars (\$56,940.00) annually to UPD on or before **July 1st**.

3. **Magna Service.** **The new Sargeant will provide law enforcement services primarily to the City, but may serve other temporary UPD duties as assigned.**

4. **Records.** The Parties shall comply with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws regarding this Agreement and any records generated or created related to this Agreement.

5. **Termination.** Either Party may cancel or terminate this Agreement for any reason by delivering notice thereof to the other Party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

6. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and local laws, rules, policies, and regulations.

7. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

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

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City designee and UPD designee, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To

the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

8. **General Provisions.** The following provisions are also integral parts of this Agreement:

8.1 *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

8.2 *Captions.* The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

8.3 *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

8.4 *Severability.* The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

8.5 *Waiver of Breach.* Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

8.6 *Cumulative Remedies.* The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

8.7 *Amendment.* This Agreement shall not be modified except by an instrument in writing signed by the Parties hereto.

8.8 *Time of Essence.* Time is the essence in this Agreement.

8.9 *Governing Law and Venue.* This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

8.10 *Legal Review.* Both Parties represent that they fully understand their right to review all aspects of this Agreement with counsel and that they have had the opportunity to consult with counsel; that they have carefully read and fully understand all the provisions of this Agreement; and that they are freely knowingly and voluntarily entering into this Agreement. The rule that such an agreement is to be construed against the drafter shall not be applied to this Agreement.

8.11 *Exhibits and Recitals.* The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

8.12 *Entire Agreement.* This Agreement constitutes the entire understanding and agreement by and among the Parties hereto, and supersedes all prior agreements, representations, or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

8.13 *Governmental Immunity.* Both Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. § 63G-7-101, et seq. (the “Immunity Act”). Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable laws, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

8.14 *Ethical Standards.* The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to

any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards; or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, City, or County ordinances.

8.15 *Interpretation.* In this Agreement, unless the context requires otherwise.

8.15.1 Use of the singular, plural, or a gender will include the other.

8.15.2 The word “may” is permissive;

8.15.3 The words “shall not” and “will not” are prohibitive;

8.15.4 The words “shall” and “will” are mandatory or required; and

8.15.5 The present tense includes the future tense, unless otherwise specified.

8.16 *Notices.* All notices and other communications under this Agreement shall be in writing or sent via email. Notices shall be deemed as duly received on the date of service, if served personally on the Party to whom notice is to be given or if notice is emailed. Notices shall also be deemed as duly received five (5) days from the date said notice is mailed to the Party to whom notice is to be given, either by first class mail, registered or certified, postage prepaid or by express delivery with handling prepaid, and properly addressed as stated below. The Parties may update the below contact information by sending notice to the other Party.

Magna City
Attn: Mayor Sudbury
8952 West Magna Main Street
Magna City, Utah 84044
msudbury@magna.utah.gov

Unified Police Greater Salt Lake
Attn: Jason Mazuran

8.17. *Third Party Beneficiaries.* This Agreement shall not confer any benefit hereunder on any person, firm, entity, third party beneficiary, or corporation other than the Magna and UPD.

8.18. *Successor Legislation.* Any statute 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 have executed this Agreement on the day and year first above written.

MAGNA CITY

By: _____

ATTEST:

City Recorder

Approved as to form and compliance
with applicable law:

Magna City Attorney
Date: _____

UNIFIED POLICE GREATER SALT LAKE

By: _____

ATTEST:

Approved as to form and compliance with
applicable law:

UPD Clerk

UPD Attorney
Date: _____