



**MAGNA CITY COUNCIL
MEETING MINUTES
June 9, 2026**

****DRAFT MINUTES – UNAPPROVED****

Webster Center
8952 West Magna Main Street
Magna, Utah 84044

Council Members Present:

Mayor Mick Sudbury
Council Member Megan Olsen
Council Member Steve Prokopis
Council Member Michael Jensen
Council Member Terry George
Council Member Audrey Pierce

Council Members Absent: None

Staff Present: Chief Del Craig – UPD, Chief Kelly Millard – UFA, Daniel Hoffman – Accounting Manager, Matt Starley – Long Range Planner, Lea Kingsely – Grant Coordinator, Kelly Bush – City Manager, Diana Baun – City Recorder, Lt. Chris Benedict – UPD, Nathan Bracken, City Attorney, Sgt. Harry Holt

Others Present: Jennifer D’Haenens,

1. CALL TO ORDER

Mayor Mick Sudbury called the meeting to order at 6:00 PM and welcomed those in attendance.

2. Determine Quorum

A quorum was present with all Council Members in attendance.

3. Pledge of Allegiance

Mayor Sudbury led the Pledge of Allegiance.

4. PUBLIC COMMENTS

Mayor Sudbury opened the public comment period and invited those who had signed up to speak.

Sabrina Weber addressed the Council. She stated that she has lived in the community for six years and expressed significant concerns regarding the removal and inconsistent maintenance of street trees within residential neighborhoods. She explained that many trees have been removed without clear communication or clarity regarding replacement, and she described the importance of trees as generational community assets. She further questioned the consistency of standards applied across

different neighborhoods, the follow-through on maintenance projects, and the accessibility of government communication for residents who face barriers to attending meetings. She requested greater clarity, consistency, accountability, and uniform application of standards relating to tree maintenance and replacement. She also expressed concern about interactions she had with code enforcement, noting confusion regarding whether enforcement originated from Magna or Taylorsville offices, and requested clearer explanation procedures.

Mayor Mick Sudbury responded, explaining that many trees being removed are damaging sidewalks and that residents often decline responsibility for sidewalk maintenance, requiring the City to address the issue. He noted that trees along Main Street were being replaced with species that would not obstruct lighting needed for public safety. Ms. Weber and the Mayor discussed sidewalk grinding and maintenance timelines, and Ms. Weber reiterated her concern regarding the lack of tree replacement on private properties where removals had occurred. City Manager Kelly Bush explained that replacement of trees on private property is the responsibility of the homeowner. Ms. Weber described a concerning interaction with code enforcement in which she felt threatened with legal action for non-compliance;

Council Member Megan Olsen clarified that code enforcement is handled by the MSD, which is headquartered in Taylorsville, and committed to ensuring clearer communication with residents. Ms. Weber additionally mentioned ongoing issues with a torn-up yard on a neighboring property following water company work; the mayor requested the address so he could follow up.

Council Member Audrey Pierce addressed Ms. Weber directly, expressing appreciation for her willingness to speak and acknowledging the difficulty of representing broader community concerns.

5. STAKEHOLDER REPORTS

A. Unified Police Department

Lt. Christopher Benedict provided the monthly UPD report and reviewed the statistics shared with the council (**Attachment A**). Lt. Benedict stated that UPD is aware of unlicensed pop-up vendors operating in areas such as Little Valley. He explained that significant regulatory requirements apply to such activities and that UPD is currently emphasizing education before enforcement. He then introduced Sgt. Harry Holt as the new COP Neighborhood Preservation Sergeant, noting Sgt. Holt's extensive prior experience working in Magna.

Sgt. Harry Holt introduced himself and stated that his focus will be on continuing partnerships with community entities to address nuisance issues and maintain neighborhood quality. He also explained that Magna Precinct now has an embedded mental-health professional assigned to assist with mental-health-related calls.

Lt. Benedict introduced Eddie Gold, a social worker assigned to the precinct under a grant program. Mr. Gold explained his role in providing mental-health assessment, outreach, and follow-up, helping reduce repeated law-enforcement involvement with individuals in crisis, and assisting officers with resources during high-stress incidents. Council Member Michael Jensen inquired about the status of the grant funding Mr. Gold's position and whether the Council could assist with renewal; Lt. Benedict stated that the grant is set to expire in September and that additional information could be provided at the next meeting. He expressed support for the City's involvement in securing continuation of the program.

B. Unified Fire Authority

Chief Kelly Millard reported that UFA stations serving Magna responded to 213 calls during May, with approximately 84 percent being medical calls. The most frequent medical call types included general illness, motor-vehicle collisions, psychological or behavioral issues, falls, and assaults. Frequent fire-related call types included trash or rubbish fires, cooking fires, small exterior fires, structural involvement fires, and vegetation fires.

Chief Millard noted an increase in wildland-type fires in recent weeks, including multiple roadside fires along SR-201 suspected to be caused by dragging chains or discarded cigarettes, as well as a fire on Kennecott property near the power plant. He explained that UFA crews have recently completed their annual wildland refresher training, which includes classroom instruction, hands-on training, and a physical endurance requirement. Crews are also conducting live-fire training in structures provided by St. Mark's Hospital.

He reported that UFA recently completed a joint wildland-urban interface (WUI) evaluation with Kennecott along the bench area, which aided response to the recent fire near the power plant. Chief Millard provided contact information to the Council and noted that updated cards were placed on the dais.

C. Magna 4th of July Updates

Jennifer D'Haenens reported that sponsorships for the Fourth of July celebration have closed and that the committee received a strong number of sponsors, with two payments still outstanding. She stated that the parade currently has more than 60 entries consisting of floats, walkers, businesses, and political groups. She reported that approximately 24 volunteers are confirmed and stated that additional volunteers are needed, particularly at parade staging areas. She provided additional details regarding safety planning and explained the placement of police officers and crossing guards along the parade route, the use of golf carts to maintain crowd distance from floats, and efforts to prevent crowding at known problem corners. She confirmed that parade route materials sent to residents contained a corrected end-point location at 9150 West and noted that updated maps would be distributed online.

6. CONSENT AGENDA

A. Approval of City Council Meeting Minutes

- 1) May 12, 2026 City Council Meeting
- 2) May 26, 2026 City Council Meeting

Council Member Jensen moved to approve the May 12, 2026, and May 26, 2026 City Council Meeting Minutes as published. Council Member Olsen seconded the motion. The motion passed unanimously; 5-0.

7. PRESENTATION ITEMS

A. Communities that Care Coalition Fiscal Agent Agreement Update

City Attorney Nathan Bracken provided an update regarding the fiscal agent arrangement for the Communities That Care (CTC) Coalition. He explained that Magna has historically served as the fiscal agent for CTC, functioning as a pass-through for related grant funding. In preparation for renewal, staff consulted with the State Auditor's Office, which advised that if CTC were to remain an official part of

the City, it would be subject to the Open and Public Meetings Act and would require formal organizational structures, charters, and employment oversight that were not practical or desired by either the City or CTC.

Mr. Bracken described three options that were discussed with CTC representatives: CTC could become a formal City committee with all associated legal requirements; CTC could incorporate as a separate entity and enter into a funding agreement with the City; or CTC could select a different fiscal agent not bound by municipal procedural requirements.

He reported that following these discussions, CTC notified the city that it intends to transition its fiscal agency to the Children's Service Society. He stated that this arrangement appears workable and that services provided by CTC are expected to remain consistent.

8. PUBLIC HEARING ITEMS

A. Resolution R2026-33 - Adoption of a Budget Amendment to the Current (Fiscal Year 25-26) Magna City Budget

Council Member Jensen moved to open the public hearing for the Fiscal Year 2025–2026 budget amendment. Council Member Olsen seconded the motion. The motion passed unanimously; 5-0.

Accounting Manager Daniel Hoffman presented the proposed budget amendment affecting the Magna Community Redevelopment Agency (CRA) fund. He explained that the CRA received over \$3 million in funding during the fiscal year from Salt Lake County Regional Development sources, as anticipated in the original budget. Approximately \$600,000 has been spent to date. The amendment recognizes the full revenue received and formally authorizes associated expenditures.

No public comments were offered.

Council Member Jensen moved to close the public hearing and adopt Resolution R2026-33, Adoption of a Budget Amendment to the Current FY2025-2026 Magna City Budget. Council Member George seconded the motion. The motion passed unanimously; 5-0.

B. Ordinance 2026-O-10 –Adopting Magna City's 2026-2027 Fiscal Year Budget

Council Member Jensen moved to open the public hearing for the Fiscal Year 2026–2027 budget. Council Member Olsen seconded the motion. The motion passed unanimously; 5-0.

Accounting Manager Daniel Hoffman presented the proposed Fiscal Year 2026–2027 budget. He reviewed the City's fiscal year cycle, noting it begins July 1 and ends June 30. He stated that the budget presented was unchanged from the tentative version previously approved. He explained projected revenues totaling approximately \$16.3 million, with sales tax as the City's primary source of revenue. He reviewed departmental expenditures, administrative functions, and budgets for the CRA, Community Council Fund, and Pleasant Green Cemetery Fund.

Council Members discussed specific line-item changes that had been previously approved, including updated wage lines and removal or adjustment of certain administrative allocations. Staff confirmed that the updated budget column accurately reflected these changes.

Mr. Hoffman further explained ARPA fund usage, correction of administrative benefit line placement, and variations from prior-year expenses. Council Members discussed clarification of retirement contribution accounting. Staff confirmed that retirement costs are captured in consolidated employee benefits lines rather than individual departmental budget lines. Additional questions were asked regarding membership and subscription expenditure.

Members of the public asked questions regarding upcoming City projects and budget priorities. Staff and Council Members explained that many capital projects—such as park improvements, possible dog park upgrades, potential pickleball courts, and roadway improvements—are administered through the MSD capital projects budget, which would be reviewed at an upcoming MSD meeting.

No further public comments were offered.

Council Member Jensen moved to close the public hearing and approve Ordinance 2026-O-10, Adoption of the FY2026-2027 Magna City Budget. Council Member Prokopis seconded the motion. The motion passed unanimously; 5-0.

9. COUNCIL BUSINESS

- A. Discussion and Potential Action Regarding **Resolution R2026-33**, A Resolution of the Magna City Council Adopting a Budget Amendment to the Current (Fiscal Year 25-26) Magna City Budget

This item was fully addressed and adopted during the earlier public hearing under Item 8A. No additional discussion was held.

- B. Discussion and Potential Action Regarding Resolution **Ordinance 2026-O-10**, Adoption of the Fiscal Year 2026-2027 Magna City Budget

This item was fully addressed and adopted during the earlier public hearing under Item 8B. No additional discussion was held.

- C. Discussion and Potential Action Regarding **Resolution R2026-32**, A Resolution of the Magna City Council Authorizing the City to Complete an Impact Fees Facilities Plan

City Attorney Nathan Bracken explained that the item had been included prematurely. He clarified the two-step impact fee process: first, hiring a consultant to prepare an Impact Fee Facilities Plan; second, preparing the impact fee analysis itself. He stated that the RFP for a consultant was still being finalized and would be ready for the next meeting. He recommended tabling the item.

Council Member Prokopis moved to table Item C. Council Member Jensen seconded the motion. The motion passed unanimously; 5-0.

- D. Discussion and Potential Action Regarding the Issuance of a Request for Proposals to Hire a consultant to Develop an Impact Fees Facilities Plan

City Attorney Nathan Bracken reiterated that this item should likewise be tabled until the RFP is complete.

Council Member Prokopis moved to table Item D. Council Member Jensen seconded the motion. The motion passed unanimously; 5-0.

- E. Discussion and Potential Action Regarding **Resolution R2026-34** – A Resolution of the Magna City Council Approving an Interlocal Agreement for a TRCC Grant for Pickleball Courts at Magna Neighborhood Park

City Manager Kelly Bush provided background on two TRCC grants submitted earlier: one for the Webster Center and one for pickleball courts. She explained that County staff advised that TRCC awards are highly restrictive and cannot be substantially amended after approval. Due to complications with the Webster Center grant, staff has suggested the city withdraw it. The pickleball grant remained viable but must be implemented exactly as proposed, meaning courts must be located at the Magna Neighborhood Park rather than Copper Park. She recommended accepting the grant and building the courts at the designated location, while separately pursuing funding to add additional courts at Copper Park.

Council Member Jensen moved to approve Resolution R2026-34, Approving an Interlocal Agreement for a TRCC Grant . Council Member George seconded the motion. The motion passed unanimously; 5-0.

Ms. Bush asked whether she should also pursue cost estimates for additional courts at Copper Park. The Council concurred that she should.

- F. Discussion and Potential Action Regarding **Ordinance 2026-O-12**, An Ordinance of the Magna City Council Repealing and Replacing Magna City Code Chapter 2.39 Administrative Advisory Committees and Organizations

City Attorney Nathan Bracken explained that the ordinance establishes consistent rules for City advisory committees, clarifying that such committees serve at the pleasure of the Council and do not have independent decision-making or funding authority.

Council Member Jensen moved to approve Ordinance 2026-O-12, Repealing and Replacing Magna City Code Chapter 2.39, Administrative Advisory Committees and Organizations. Council Member Olsen seconded the motion. The motion passed unanimously, 5-0.

- G. Discussion and Potential Action Regarding **Resolution R2026-36**, A Resolution of the Magna City Council Approving an Amendment to an Interlocal Agreement with Salt Lake County for Grant Funds For Salt Lake County Sheriff's Office - *City Attorney*
- H. Discussion and Potential Action Regarding **Resolution R2026-37**, A Resolution of the Magna City Council Approving an Amendment to an Interlocal Agreement with Salt Lake County for Grant Funds for Youth Services – *City Attorney*
- I. Discussion and Potential Action Regarding **Resolution R2026-38**, A Resolution of the Magna City Council Approving an Amendment to an Interlocal Agreement with Granite School District for Grant Funds (DOJ Grant) – *City Attorney*

City Attorney Mr. Bracken explained that Items G, H, and I were amendments extending three existing Department of Justice–related grant agreements through September 30, 2026. Although the purposes vary—supporting youth outreach, substance-abuse prevention, and gang-prevention programs—all extensions used the same procedural format.

Council Member Jensen moved to approve Items G, H, and I (Resolutions R2026-36, R2026-37, and R2026-38) Approving Interlocal Agreements with Salt Lake County for Various Grant Funds as discussed. Council Member George seconded the motion. The motion passed unanimously; 5-0.

10. MANAGER/CITY ATTORNEY UPDATES

A. City Manager Updates – *Kelly Bush, Assistant City Manager*

City Manager Kelly Bush reported that she had no additional updates to present at this time beyond items addressed earlier in the meeting.

B. City Attorney Updates – *Nathan Bracken, City Attorney*

City Attorney Nathan Bracken reported that he and the City Manager are preparing several upcoming agenda items for future meetings. He explained that these include development of a clearer agenda-creation policy to ensure City staff, stakeholders, and the public understand submission timelines and review requirements. He noted the importance of providing the Council with complete meeting packets at least one week in advance and stated that the proposed policy would help prevent last-minute submissions and ensure appropriate legal review.

Mr. Bracken also stated that additional TRCC grant applications will be prepared, including one relating to potential improvements at the Webster Center and another for a possible dog park improvement project. He emphasized the value of obtaining Council guidance on future TRCC submissions so that planning and engineering staff can align efforts with the Council’s priorities. He further reported that the RFP for the impact fee consultant will be finalized and placed on the next agenda. He also noted planned updates to the City’s purchasing policy, as well as the forthcoming presentation of revised improvement completion assurance forms used in development bonding processes. He explained that these forms have been updated in collaboration with MSD staff and may be presented for Council endorsement to strengthen staff’s ability to enforce development requirements.

11. COUNCIL REPORTS

Council Member Audrey Pierce reported on the Magna Mosquito Abatement District meeting held the previous week. She explained that the District annually reviews the property-tax-based funding formula determined by the State. The District again voted to accept the State’s calculated rate without any increase. She also noted that the District provides service beyond Magna, including West Valley City and Kearns, and that pre-treatment efforts would occur prior to both Magna’s Fourth of July events and West Valley’s WestFest. She confirmed that she would follow up regarding mosquito abatement treatment at Pleasant Green Park prior to the Friday movie event.

Council Member Jensen reported that the MSD Chief Financial Officer had resigned, which is why Accounting Manager Daniel Hoffman is currently assisting Magna. He stated that the next MSD meeting would take place the following evening and that the MSD’s overall budget was expected to be

adopted.

Council Member Terry George reported on Wasatch Front Waste & Recycling District activities. He stated that Magna had received 91 dumpsters per day for the past 11 days, representing a 51.6 percent increase from the previous year. The program would conclude on Thursday. He expressed concern about persistent illegal dumping in the community, including tires, mattresses, appliances, and other bulk items. He explained that mattresses and tires are particularly expensive to dispose of, contributing to the issue. He also noted that contamination levels in Magna's blue recycling cans remain high and that the District is preparing to begin issuing violation notices and fines after repeated contamination incidents.

Council Member Megan Olsen reported that her Fourth of July remarks had already been covered earlier in the meeting. She stated that she would follow up to determine the status of the Communities That Care (CTC) Coalition transition.

Mayor Mick Sudbury reported that the UFA Board had recently reviewed its budget and that adoption of the final budget would occur at the next UFA Board meeting. He also acknowledged ongoing concerns about illegal dumping and stated that efforts were underway to explore solutions.

Council Member Steve Prokopis reported that the UPD budget adoption meeting would occur the following week and that he would provide additional updates after that meeting.

12. FUTURE AGENDA ITEMS

Council Members discussed items to be placed on future agendas. Council Member Michael Jensen stated he had a potential future item for the Community Reinvestment Agency and would coordinate directly with staff.

Council Member Megan Olsen requested an update on the 4100 South project at the next meeting.

Council Member Steve Prokopis noted the need to monitor upcoming updates related to the Wildland Urban Interface (WUI) code adoption and associated mapping, which will come through the Planning Commission process.

City Attorney Nathan Bracken outlined additional items that staff intend to bring forward in upcoming meetings. These include development of a more formal agenda-creation policy to establish submission timelines and improve packet preparation; potential future TRCC grant applications, including improvements at the Webster Center and upgrades to the dog park at Copper Park; the Impact Fee Facilities Plan RFP; updates to the City purchasing policy; and presentation of revised improvement completion assurance forms for Council endorsement following coordination with MSD staff.

No other future agenda items were requested.

13. CLOSED SESSIONS IF NEEDED AS ALLOWED PURSUANT TO UTAH CODE §52-4-205

- A. Discussion of the character, professional competence or physical or mental health of an individual.
- B. Strategy sessions to discuss pending or reasonably imminent litigation.

- C. Strategy sessions to discuss the purchase, exchange, or lease of real property.
- D. Discussion regarding deployment of security personnel, devices, or systems; and
- E. Other lawful purposes as listed in Utah Code §52-4-205

14. ADJOURN

Council Member Jensen moved to adjourn the June 9, 2026 Magna City Council meeting at 7:32 PM. Council Member Olsen seconded the motion. The motion was approved unanimously; 5-0.

{Attestation on the following page}

This is a true and correct copy of the June 9, 2026 City Council Meeting Minutes, which were approved on June 23, 2026.

Attest:

Mick Sudbury, Magna City Mayor

Diana Baun, Magna City Recorder

MAGNA CITY COUNCIL

RESOLUTION #R2026-39

DATE: June 23, 2026

**A RESOLUTION ADOPTING AMENDMENTS TO THE 2025-2026 BUDGET FOR
MAGNA CITY**

RECITALS

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

WHEREAS, the Magna City Council (“**Council**”) desires to amend the fiscal year 2025-2026 budget to increase certain fund balances; and

WHEREAS, after conducting a duly noticed public hearing on June 23, 2026, to solicit public comment on the proposed amendments, the Council desires to adopt the amendments attached to this ordinance.

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

1. Pursuant to Utah Code § 10-6-127 and § 10-6-128, the Council adopts the attached amendments to the Magna City fiscal year 2025-2026 budget.
2. Magna staff are authorized and directed to file a certified copy of the amended fiscal year 2025-2026 budget with the Utah State Auditor within ten (10) days of the date of this ordinance pursuant to Utah Code § 10-6-105.
3. Magna staff shall file a certified copy of the final budget with the Magna City Recorder and such budget shall be made available to the public pursuant to Utah Code § 10-6-119.
4. This ordinance shall take effect immediately.

[execution on following page]

ADOPTED AND APPROVED at a duly called meeting of the Magna City Council on this
23rd day of June 2026.

MAGNA CITY:

By: Mick Sudbury, Mayor

Date: _____

ATTEST:

Diana Baun, Recorder

VOTING:

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

Greater Salt Lake Municipal Services District
Budgeting Worksheet FY 2026
Magna City



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
Change In Net Position							
Revenue:							
Sales taxes							
3100.300 Sales Tax	5,300,000	2,962,684	5,400,000	6,484,291	6,050,000	6,050,000	Receipts from the inland port are no longer separated. They now come combined with the main monthly sales tax distribution.
3100.301 Sales Tax - Inland Port Authority	50,000	46,431	50,000	-			
Total Sales taxes	5,350,000	3,009,116	5,450,000	6,484,291	6,050,000	6,050,000	
Franchise taxes							
3100.401 Google Franchise Fee	-	4,409	-	-			
3100.400 Cable TV Franchise Fee	-	-	-	-	-	-	
Total Franchise taxes	-	4,409	-	-	-	-	
Total Taxes	5,350,000	3,013,525	5,450,000	6,484,291	6,050,000	6,050,000	
Intergovernmental revenue							
Intergovernmental Other							
3100.320 Grants-	200,000	-	200,000	-			
3100.350 SB 136 Sales Tax	500,000	264,202	525,000	565,054	525,000	525,000	
Total Intergovernmental Other	700,000	264,202	725,000	565,054	525,000	525,000	
B&C Road Fund Allotment							
3100.562 County Public Transit Tax				6,339			
3100.561 Corridor Preservation	-	112,500	-	557,500			
3100.560 B&C Road Fund Allotment	1,150,000	679,909	1,200,000	1,486,132	1,250,000	1,250,000	
Total B&C Road Fund Allotment	1,150,000	792,409	1,200,000	2,049,971	1,250,000	1,250,000	
CARES Act							
3100.321 Grants-CARES	-	-	-	-			
3100.322 ARPA Funds	-	462,946	2,865,883	-	1,823,902	1,823,902	
3100.323 Grants-CARES 2	-	-	-	-			
Total CARES Act	-	462,946	2,865,883	-	1,823,902	1,823,902	
Total Intergovernmental revenue	1,850,000	1,519,557	4,790,883	2,615,025	3,598,902	3,598,902	
Licenses and permits							
Business licenses							



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
3100.130 Business Licenses	50,000	44,533	50,000	73,004	50,000	50,000	
Total Business licenses	50,000	44,533	50,000	73,004	50,000	50,000	
Building permits							
3100.260 Building Permit	1,250,000	1,153,212	1,250,000	880,488	1,525,000	1,525,000	
Total Building permits	1,250,000	1,153,212	1,250,000	880,488	1,525,000	1,525,000	
Other license and permits							
3100.250 Dog Licenses	-	-	500	-	500	500	
3100.261 Other Permits	20,500	-	20,000	-	20,000	20,000	
3100.262 Plumbing, Electric Permits	500	-	500	-	500	500	
3100.263 Sewer and Water Permits	5,000	-	5,000	-	5,000	5,000	
3100.264 Zoning-Land Use Permit	75,000	1,320	75,000	200	7,500	7,500	
3100.2652 SWPPP fee	-	2,200	-	-	-	-	
Total Other license and permits	101,000	3,520	101,000	200	33,500	33,500	
Total Licenses and permits	1,401,000	1,201,265	1,401,000	953,692	1,608,500	1,608,500	
Charges for services							
Charges other							
3100.420 Engineering Services	50,000	47,811	50,000	59,902	50,000	50,000	
3100.450 Planning Services	500,000	105,316	500,000	175,332	500,000	500,000	
3100.460 Addressing Services	-	-	-	-	-	-	
Total Charges other	550,000	153,127	550,000	235,234	550,000	550,000	
Storm drain fee							
3100.430 Storm Drain Fee	-	-	-	-	-	-	
Total Storm drain fee	-	-	-	-	-	-	
Total Charges for services	550,000	153,127	550,000	235,234	550,000	550,000	
Fines and forfeitures							
Code enforcement fines and fees							
3100.240 Code Enforcement Fines and Fees	5,000	437	5,000	6,363	5,000	5,000	
Total Code enforcement fines and fees	5,000	437	5,000	6,363	5,000	5,000	
Justice court fines/forfeitures							
3100.500 Justice Court Fines/Forfeitures	175,000	118,885	175,000	212,070	55,000	55,000	
Total Justice court fines/forfeitures	175,000	118,885	175,000	212,070	55,000	55,000	

Greater Salt Lake Municipal Services District
 Budgeting Worksheet FY 2026
 Magna City



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
Total Fines and forfeitures	180,000	119,322	180,000	218,433	60,000	60,000	
Interest							
3600.100 Interest Earnings	75,000	131,552	75,000	63,829	85,000	85,000	
Total Interest	75,000	131,552	75,000	63,829	85,000	85,000	
Miscellaneous revenue							
Miscellaneous other							
3100.870 Donations	-	2,750	-	-			
3100.875 Event revenue	-	-	-	-			
3600.900 Other Revenue	15,000	16,363	15,000	506	10,000	10,000	
3600.901 Magna 4th of July Event	-	5,609	-	-	1,000	1,000	
Total Miscellaneous other	15,000	24,722	15,000	506	11,000	11,000	
Total Miscellaneous revenue	15,000	24,722	15,000	506	11,000	11,000	
Contributions and transfers							
Operating Transfer In				293,000			
3800.100 Contribution from GF	1,166,884	583,442	1,060,009	1,060,009	1,281,873	1,281,873	
Total Contributions and transfers	1,166,884	583,442	1,060,009	1,353,009	1,281,873	1,281,873	
Total Revenue:	10,587,884	6,746,512	13,521,892	11,924,019	13,245,275	13,245,275	

Expenditures:

Administration

							City Manager, Admin Assistant, Administrative
4100.100 Wages	240,000	116,842	279,700	276,827	443,800	443,800	Manager, one addittional council position
4100.130 Employee Benefits	74,000	204	79,030	481	140,780	140,780	Associated benefits with above
4100.150 Social Security Tax	-	7,202	-	16,151	-	-	
4100.160 Medicare	-	1,590	-	3,959	-	-	
4100.170 Unemployment Contribution	-	-	-	-	-	-	
4100.175 LTD	-	435	-	721	-	-	
4100.180 Medical Insurance	-	12,651	-	25,528	-	-	
4100.181 Retirement Contribution	-	15,640	-	31,882	-	-	
4100.190 FUTA	-	(30)	-	-			
4100.200 Awards, Promotional & Meals	2,000	508	2,000	1,079	2,000	2,000	
4100.210 Subscriptions/Memberships	18,080	18,036	24,330	4,355	27,830	27,830	Utah League of Cities and towns 17k

Greater Salt Lake Municipal Services District
 Budgeting Worksheet FY 2026
 Magna City



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
4100.220 Printing/Publications/Advertising	8,000	518	8,000	560	4,000	4,000	
4100.230 Travel/Mileage	6,500	1,784	2,500	1,628	2,500	2,500	
4100.240 Office Expense and Supplies	10,000	844	6,200	772	14,750	14,750	New copier and computer
4100.250 Vehicle & Equip Supplies and Maintenance	-	-	-	-	-	-	
4100.255 Computer Equip/software	10,000	-	10,000	4,600	7,500	7,500	
4100.280 Cell phone and Telephone	-	2,110	-	3,912	-	-	
4100.310 Attorney-Civil	80,000	28,639	75,000	54,408	90,000	90,000	
4100.312 Lobbyist Services				32,000			
4100.320 Attorney-Land use	30,000	-	30,000	-	35,000	35,000	
4100.330 Training and Seminars	15,000	534	17,500	1,271	5,000	5,000	
4100.360 Web Page Development/Maintenance	35,000	12	19,745	11,154	9,745	9,745	
4100.370 Software/Streaming	5,000	11,445	5,000	25,651	17,500	17,500	Zoom subscription
4100.380 Internet Connections	1,100	-	-	-	-	-	
4100.390 Payroll Processing Fees	-	221	5,000	504	1,100	1,100	
4100.400 Grant charged expenses	-	-	-	-	-	-	
4100.410 Communications	10,000	1,186	10,000	329	10,000	10,000	
4100.420 Contributions/Special Events	172,000	-	172,000	35,700	110,000	110,000	
4100.421 Magna 4th of July celebration	-	34,126	-	35,597	85,700	85,700	Plus \$10,700 for events for the Town Council.
4100.470 Credit Card and Bank Expenses	-	-	-	312	-	-	
4100.510 Insurance	26,000	(434)	26,000	21,104	26,000	26,000	
4100.520 Workers Comp Insurance	1,500	731	2,500	130	3,750	3,750	
4100.590 Postage	20,000	4,004	20,000	11,347	10,000	10,000	
4100.600 Professional and Technical	128,204	44,748	89,504	19,058	112,000	112,000	Lobbyist services 72k
4100.625 UFA Emergency Services	47,500	3,859	-	-	-	-	
4100.635 Election support services (new)					82,918	82,918	Election cost estimate. None of our cities/towns have chosen ranked choice voting.
4100.640 Grant Related	-	2,000	-	4,500	-	-	
4100.650 SL (Client) County Support Services	100,000	10,362	30,500	-	-	-	
4100.740 Equipment/Computer Purchases	5,000	-	7,500	-	-	-	
4100.850 Beer Funds	17,000	-	-	-	-	-	
4100.860 Code Enforcement Abatement				8,816			
4100.870 Rent, remodel, utilities	100,000	9,550	133,000	12,747	40,000	40,000	Utilities Webster center
4100.880 Non-Classified Expenses	5,000	-	5,000	5,623	-	-	
Total Administration	1,166,884	329,316	1,060,009	652,706	1,281,873	1,281,873	
COVID Related Expenses							
4100.241 COVID Expense and Supplies	-	-	-	-	-	-	
4100.242 CARES 2 Expense and Supplies	-	-	-	-	-	-	



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
4100.243 ARPA Act Expense and Supplies	-	462,946	2,865,883	-	1,823,902	1,823,902	
Total COVID Related Expenses	-	462,946	2,865,883	-	1,823,902	1,823,902	



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
Transfers							
							Does not include MET, Google Franchise fees, or HB244 Corridor Preservation Funds which are in a separate fund (Fund 65)
4100.928 Contribution to General Fund	8,415,632	5,695,715	9,596,000	10,009,294	9,759,246	9,759,246	
4100.930 Contribution to Capital Fund	1,005,368	-	-	-	380,254	380,254	
48450.001 Operational Transfers out	-	-	-	4,297			
Total Transfers	9,421,000	5,695,715	9,596,000	10,013,591	10,139,500	10,139,500	
Total Expenditures:	10,587,884	6,487,977	13,521,892	10,666,297	13,245,275	13,245,275	
Total Change In Net Position	-	258,535	-	1,257,722	-	-	



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
61 Pleasant Green Cemetery Fund							
	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
Change In Net Position							
Revenue:							
Charges for services							
Charges other							
3600.200 Sale of Lots	20,000	25,879	20,000	37,289	25,000	25,000	
3600.300 Grave Opening revenues	20,000	4,000	20,000	11,379	10,000	10,000	
Total Charges other	40,000	29,879	40,000	48,668	35,000	35,000	
Total Charges for services	40,000	29,879	40,000	48,668	35,000	35,000	
Miscellaneous revenue							
Miscellaneous other							
3600.400 Other Cemetery revenues	4,500	344	4,500	5,943	5,000	5,000	
3600.870 Donations-Cemetery	-	-	-	-			
3600.900 Other Revenues	-	-	-	3,522			
Total Miscellaneous other	4,500	344	4,500	9,465	5,000	5,000	
Total Miscellaneous revenue	4,500	344	4,500	9,465	5,000	5,000	
Contributions and transfers							
3800.100 Transfer In	-	-	-	-	40,000	80,000	funds from fund balance
Total Contributions and transfers	-	-	-	-	40,000	80,000	
Total Revenue:	44,500	30,224	44,500	58,133	80,000	120,000	
Expenditures:							
Administration							
4100.100 Grave opening expenses	-	5,100	-	11,275	1,000	1,000	
4100.150 Headstone expenses	-	-	-	-			
4100.155 Cremation expenses	-	500	-	5,900	1,500	1,500	
4100.160 Utilities - Water	-	-	-	-			
4100.230 Travel/Mileage	-	-	-	-			
4100.240 Office Expense and Supplies	-	-	-	549			
4100.250 Vehicle & Equip Supplies and Maintena	-	-	-	-			
4100.255 Computer Equip/software	2,500	313	2,500	139	2,500	2,500	
4100.470 Credit card and Bank Expenses	-	-	-	-			



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
4100.590 Postage	-	-	-	-			
4100.600 Professional and Technical	42,000	28,452	42,000	58,469	75,000	75,000	
4100.900 Sundry Charges	-	-	-	-			
4100.751 Projects						40,000	To pay for sign project
4100.910 Property Tax	-	-	-	7,536			
Total Administration	44,500	34,365	44,500	83,868	80,000	120,000	
Total Expenditures:	44,500	34,365	44,500	83,868	80,000	120,000	
Total Change In Net Position	-	(4,141)	-	(25,735)	-	-	



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
62 Magna Communities that Care							
	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
Change In Net Position							
Revenue:							
Intergovernmental revenue							
Intergovernmental Other							
3100.001 Operating transfers in	-	-	-	-			
3100.320 Grants - Magna CTC	125,000	60,000	125,000	118,333	125,000	125,000	
3100.321 Grants Safety and Success	-	188,374	500,000	404,804	500,000	500,000	
3100.323 Grants - Youth Advocacy				41,500			
3100.322 Grants - Youth Court	-	25	-	362	-	-	
Total Intergovernmental Other	125,000	248,399	625,000	564,999	625,000	625,000	
Total Intergovernmental revenue	125,000	248,399	625,000	564,999	625,000	625,000	
State liquor fund							
3100.580 State Liquor Fund Allotment	18,500	-	20,000	56,162	25,000	25,000	Revenue comes from the Liquor/Beer fund
Total State liquor fund	18,500	-	20,000	56,162	25,000	25,000	
Total Miscellaneous revenue	18,500	-	20,000	1,540	25,000	25,000	
Total Revenue:	143,500	248,399	645,000	622,701	675,000	675,000	
Expenditures:							
Administration							
4100.100 CTC Coordinator - Wages	60,000	28,717	65,000	59,961	65,000	65,000	
4100.130 CTC Coordinator - Employee Benefits	27,500	105	30,000	271	30,000	30,000	
4100.150 CTC Coordinator - Social Security Tax	-	1,696	-	3,508			
4100.160 CTC Coordinator - Medicare	-	397	-	820			
4100.175 CTC Coordinator - LTD	-	140	-	231			
4100.180 CTC Coordinator - Medical Insurance	-	4,594	-	9,193			
4100.181 CTC Coordinator - Retirement Contribu	-	4,644	-	9,129			
4100.190 FUTA	-	54	-	-			
4100.200 CTC - Awards, Promotional & Meals	-	607	-	3,685			
4100.210 CTC - Subscriptions/Memberships	-	-	-	-			
4100.230 CTC - Travel/Mileage	18,500	28,685	-	68,098			
4100.240 CTC - Office Expense and Supplies	-	3,797	-	2,732			



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
4100.330 CTC - Training and Seminars	-	-	-	-			
4100.600 CTC - Liasons	-	3,015	-	7,108			
4100.601 CTC - after school program	-	2,185	-	4,490			
4100.603 CTC - Communications and PR	-	125	-	1,039			
4100.604 CTC - Events	-	679	-	7,579			
4100.605 CTC - School support (t-shirts)	-	1,038	-	17,371			
4100.606 CTC - Software (website, zoom)	-	-	-				
4100.607 CTC - Sponsorships (student t-shirts)	-	6,103	-	14,032			
4100.611 Safety & Success - Culturally diverse, g	-	214,517	500,000	371,118	500,000	500,000	
4100.613 Safety & Success - Youth Court	-	5,124	-	2,878	10,000	10,000	
4100.614 Safety & Success - Other Expenses	-	3,131	-	5,247	15,000	15,000	
4100.615 Safety & Success - Contractors	-	4,477	-	17,597	30,000	30,000	
4100.850 Beer Funds	-	-	20,000	-	25,000	25,000	
Total Administration	106,000	313,831	615,000	606,087	675,000	675,000	
Transfers							
4950.100 Contribution to Fund Balance	37,500	-	30,000	-			
Total Transfers	37,500	-	30,000	-	-	-	
Total Expenditures:	143,500	313,831	645,000	606,087	675,000	675,000	
Total Change In Net Position	-	(65,432)	-	16,614	-	-	



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
64 Magna Community Reinvestment Agency Fund							
	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	-
Change In Net Position							
Revenue:							
Intergovernmental revenue							
3100.101 Magna Main						1,563,644	SLC Regional Development RDA Funds
3100.102 Housing						726,931	SLC Regional Development RDA Funds
3100.103 Arbor Park						1,358,879	SLC Regional Development RDA Funds
3600.100 Interest Earnings						68,887	
3600.103 Arbor Park Interest Earnings						1,055	
							Magna's CRA does not generate any revenue right now. Revenue comes via a loan from Magna's main fund.
Loan from Magna's main fund	-	-	-	27,590	25,000	25,000	
Total Intergovernmental Other	-	-	-	27,590	25,000	3,744,396	
Total Revenue:	-	-	-	27,590	25,000	3,744,396	
Expenditures:							
4100.310.000 Attorney-Civil - General						10,000	
4100.310.003 Attorney-Civil - Arbor Park						5,000	
4100.310.004 Attorney-Civil - Broadway						50,000	
4100.600 General - Professional and Technical						30,000	
4100.700 CRA Distribution/Projects						3,584,794	Contributions available for project use
4110.866.09 Magna Main - Mantle						10,000	
4110.866.10 Magna Main - Minis						10,000	
5510.756 CRA Water Main Magna						19,602	Contract to replace a water main
CRA Administration expenses				27,590	25,000	25,000	Estimated expenses
Total Administration	-	-	-	27,590	25,000	3,744,396	
Total Expenditures:	-	-	-	27,590	25,000	3,744,396	
Total Change In Net Position	-	-	-	-	-	(0)	



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
65 Magna City Council Designated Fund							
	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	-
Change In Net Position							
Revenue:							
MET Municipal Energy				625			
MET Tax - Telecom				53,856	60,000	60,000	
MET Tax - Rocky Mountain Power				507,384	600,000	600,000	
MET Tax - Questar Gas				338,354	600,000	600,000	
Google Franchise Fees				45,481	30,000	30,000	
Interest (CARES2)				124,699	60,000	60,000	
Grants				17,515			
CARES 2				27,200			
ARPA				730,029			
Other				2,064			
4th of July donations				701	1,000	1,000	
Total Intergovernmental Other	-	-	-	1,847,908	1,351,000	1,351,000	
Corridor Preservation fund							
3100.561 HB 244 Corridor Preservation					225,000	225,000	
Total Corridor Preservation	-	-	-	-	225,000	225,000	
3100.001 Operating Transfers In				4,297			
Total Revenue:	-	-	-	1,852,205	1,576,000	1,576,000	
Expenditures:							
Administration							
4th of July expenses					-	-	
Webster Center remodel					660,000	660,000	
Council Designated					-	-	
Total Administration & Council Designated Expenc	-	-	-	-	660,000	660,000	
COVID Related Funds							
4100.242 CARES2 Expenses				27,200			
4100.243 ARPA Expenses				730,029			
Total COVID Funds				757,229			
Corridor Preservation							



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
Corridor Preservation Expenditures					225,000	225,000	Anticipated corridor preservation ROW expenses
Total Corridor Preservation Expenditures	-	-	-	-	225,000	225,000	
Total Expenditures:	-	-	-	757,229	885,000	885,000	
Total Change In Net Position	-	-	-	1,094,976	691,000	691,000	

RESOLUTION NO. R2026-32

DATE: June 23, 2026

**A RESOLUTION OF THE MAGNA CITY COUNCIL AUTHORIZING THE CITY TO
COMPLETE AN IMPACT FEE FACILITIES PLAN**

RECITALS

WHEREAS, Magna City (“**Magna**”) is a municipality and has the authority to pass all ordinances and rules, and make all regulations, not repugnant to law, necessary for carrying into effect or discharging all powers and duties pursuant to Utah Code § 10-8-84; and

WHEREAS, Magna, as a municipality, has the authority to leverage fees on development, including impact fees, pursuant to the Impact Fees Act, Utah Code §§ 11-36a-101, *et seq.* (the “Act”); and

WHEREAS, on June 10, 2026, pursuant to Utah Code § 11-36a-501, the Magna issued notice of its intent to prepare an Impact Fee Facilities Plan covering the geographical area of its service area; and

WHEREAS, pursuant to Utah Code § 11-36a-302, the Magna prepared that certain Impact Fee Facilities Plan according to required standards; and

WHEREAS, on June 23, 2026, pursuant to Utah Code § 11-36a-502, the Magna held that public hearing to determine whether it should adopt the proposed Impact Fee Facilities Plan;

WHEREAS, the Magna finds that the benefits of Impact Fee Facilities Plan justify its adoption and is in the best interest of the community.

RESOLUTION

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

1. The Magna hereby adopts the Impact Fee Facilities Plan as is outlined below:

Plan

2. The Magna City Council directs its staff and agents to honor the Impact Fee Facilities Plan and to perform all analyses, certifications, calculations, enactments, and other steps needed to enforce the Impact Fee Facilities Plan and this Resolution.
3. This ordinance shall go into effect upon its posting pursuant to Utah Code § 10-3-711.

PASSED and ADOPTED this 23rd day of June, 2026.

MAGNA CITY:

By: Mick Sudbury, Mayor

Date: _____

ATTEST:

Diana Baun, Recorder

VOTING:

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

A complete copy of Resolution No. R2026-32 is available in the office of Magna City Recorder at 860 W. Levoy Dr., Suite 300, Taylorsville, UT 84123.

REQUEST FOR PROPOSALS



Magna City Impact Fee Facilities Plan and Possible Impact Fees Study

MAGNA CITY

[INSERT ADDRESS]

[INSERT DATE]

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DRAFT

1. General Information

A. Introduction

Magna City (“City”) located in Salt Lake County, Utah, is seeking proposals from qualified individuals or firms (Respondent) to develop a complete Impact Fee Facilities Plan (IFFP), and depending on the results of the IFFP, a possible Impact Fee Study (Study). The Respondent will evaluate all public facilities that Magna provides, including stormwater, drainage, and flood control facilities; roadway facilities; parks, recreation facilities, open space, and trails; and any other public facilities for which Magna can impose impact fees under the Impact Fees Act, Title 11, Chapter 36a of the Utah Code.

This Request for Proposal will assist the City in selecting an experienced Respondent, or team of Respondents, to conduct the activities necessary to develop an up-to-date and complete IFFP and an associated Study if the City elects to proceed further with the impact fee process based on the results of the IFFP. The City requires a thorough study and final report that evaluates City impact fees and associated facilities. This study will also include a review of all the City’s facility master plans that have recently been conducted by a handful of different engineering firms. This report must include the method of calculation, and documentation of relevant data.

2. Magna Impact Fee RFP Provisions

A. RFP Contact

This Request for Proposals (“RFP”) has been prepared and issued by Magna. Magna’s representative for this RFP is:

Kelly Bush
[insert contact information]

B. Scope of the Contract

The selected Respondent must be prepared to enter into a written agreement with Magna. A binding contract between Magna and the Respondent(s) will be contingent upon the successful negotiation, preparation, and execution of a formal agreement. If a Respondent(s) wishes to propose modifications to any of the conditions outlined in this RFP, those modifications must be clearly identified in the proposal, along with reasonable alternatives.

This RFP is intended to provide sufficient information to solicit proposals from qualified Respondents but does not restrict the content of proposals or exclude the inclusion of relevant, important, or essential information. This RFP is part of a competitive procurement process designed to serve the best interests of Magna and its citizens, while also ensuring that each qualified Respondent has a fair opportunity for their services to be considered.

C. Qualifications

Respondents are required to provide a detailed discussion of their qualifications to demonstrate their capability to successfully complete the project. This section should include and must have the following minimum qualifications:

- i. Demonstrated and verifiable skills or experience delivering similar projects and demonstrated resources and ability to carry out the tasks identified in this RFP;
 - a. Including references that can speak to their performance and outcomes.
- ii. Demonstrated the Respondent's and/or sub-contractor's understanding of the project requirements, showcasing their grasp of the scope and objectives.
- iii. A summary of key personnel and sub-contractors who will be assigned to the project, including their relevant qualifications and experience.
- iv. A suggested scope of services and a proposed project schedule, outlining the approach to achieving the project's goals within the desired timeframe.

3. Proposal Requirements and Contents

A. Proposal Response Outline

Proposals must be limited to ten (10) pages and include:

- i. Cover Letter: The bid shall have a cover letter indicating a Respondent's willingness to enter into an agreement with the City. An officer of the Respondent who has the authority to commit the Respondent to the proposed project must sign this letter. This signature will indicate that the proposal is valid for a period of ninety (90) days from the date of submission. Bids will include the full name, legal status (corporation, state of incorporation, partnership, proprietorship, etc.), business address, email address, website address (if applicable), and phone number.
- ii. Executive Summary: the executive summary should provide a brief overview of the Respondent's approach, clearly highlighting any options or proposed alternatives. It should also identify any major requirements that the Respondent is unable to meet.
- iii. Detailed Discussion: This section should be the core of the proposal and must include a specific, outline-form response to each section of this RFP. The outline should follow the order and numbering of the sections in the RFP. Any omission of a written response to items in this RFP will be interpreted by the Owner as an indication that the Respondent is unable to provide the requested service.

The detailed discussion should cover the following:

- a. The Respondent's and/or sub-contractors' understanding of project requirements.
 - b. The qualifications of key personnel and sub-contractors assigned to the project.
 - c. The Respondent's and sub-contractors' experience with similar projects, including references.
 - d. The suggested scope of services and project schedule.
- iv. Cost Proposal: The Respondent must provide a cost proposal that allows costs to be evaluated separately from other proposal criteria. The cost proposal should include the

method for determining compensation for the required services, along with a not-to-exceed cost estimate.

B. RFP Submittal Delivery

To be considered, proposals must be emailed to:

City of Magna
Attention: Kelly Bush, Acting City Manager
[insert email address]

Proposals must be received no later than [date] at 5:00 pm ("Closing Date"). The City assumes no responsibility for delayed or undelivered emailed submittals. Proposals which are not emailed to the City by the above specified time and date will not be considered. If you do not receive an email confirming receipt, please text Kelly Bush at [insert].

4. Project Timeline

A. Project Schedule

The following schedule is the anticipated timeline of the project.

- RFP advertised on or before [date].
- Questions due by email on [date], at [time]. Answers to emailed questions will be shared with all interested parties.
- Proposals due by [date], at [time].
- Evaluation and Selection on or before [date], at [time].
- The project must be completed in its entirety by [date], at [time].

B. Proposal Selection

1. Qualification/Proposal Information

All qualifications must remain valid for at least ninety (90) days from the date of submission. The City reserves the right to consider modifications to any qualifications received at any time before the award is made, if such action is in the best interest of the City.

5. Project Scoring

Proposals will be evaluated pursuant to the following weighted decision matrix:

Criteria	Point Value
Respondent's understanding of and responsiveness to the Scope of Work.	Up to 25 Points
Qualifications of the Respondent and any additional staff. (Experience, past performance, and reputation.)	Up to 25 Points
Respondents demonstrated past experience with similar projects.	Up to 20 Points
Organization and approach	Up to 20 Points
Cost (not-to-exceed and hourly rates)	Up to 10 Points
Total	Up to 100 Points

NOTE: In addition to addressing the specific criteria listed, each Respondent should provide a detailed response to each requirement in this RFP as indicated in Section 3.a, Proposal Response Outline.

6. Scope of Work

A. Items to be provided by the City

- i. City Ordinances related to impact fees, including the most recently approved Fee Schedule.
- ii. Existing capital infrastructure database information of every type associated with impact fees within the City.
- iii. Applicable information from any of the following substantially completed master plans:
 - Parks & Trails, Storm Drainage, Roads, and information regarding other public facilities the City helps fund and for which the City may impose impact fees (e.g., police, and fire)
- iv. Any other requested requirements by Respondent if available.

B. Services to be Provided by the Respondent

-IFFP-

- i. Review and recommend changes or approve the substantially completed existing facility master plans, including the established level of service standard. (Note: The Respondent will collaborate with City staff and any firms or organizations responsible for each facility master plan to accomplish this task.)
- ii. Develop an IFFP for the following facilities: parks & trails, storm drainage, roads, and other public facilities the City funds for which the City may impose impact fees (e.g., police and fire). The IFFP should:
 - a. Establish a service standard
 - b. Create an inventory of existing facilities
 - c. Determine the method of financing existing facilities
 - d. Assess excess capacity
 - e. Identify additional facilities needed at present
 - f. Determine the method of financing needed facilities
- iii. Ensure that the resulting IFFP and any related regulatory ordinances the City may ask Respondent to develop comply with all applicable State and Federal laws, including Title 11, Chapter 36a of the Utah Code, "Impact Fees Act."
- iv. Provide the City with an IFFP that addresses a five-year planning window for impact fee calculations and a 10-year planning window for capital facilities planning, with accompanying fee increase proposals—based on current growth trends.
- v. Develop specific goals, objectives, and policies that will integrate the recommendations from the previous sections into a comprehensive plan of action.
- vi. Conduct regular coordination meetings with City staff and designated representatives to review progress and address any issues.
- vii. Provide options for Impact fee calculations based on industry standards.

-Study-

- viii. Depending on the results of the IFFP, the City may request the Respondent to develop a Study. If directed by the City, the Respondent will use the IFFP as a framework and calculate a proposed impact fee schedule.
- ix. In developing the Study, the Respondent will:
 - a. review the City's current code, waiver and exemption requirements, study criteria and standards, etc.; and
 - b. survey, collect, and map all assets necessary for impact fee calculation, including parks, trails, storm drainage, roads, and other public facilities the City funds and for which the City may impose impact fees (e.g., police, and fire), and compile the data into a GIS database.

- x. The Study should:
 - a. Determine the proportionate share of costs directly attributable to new development
 - b. Calculate credits for future contributions
 - c. Determine the maximum allowable impact fee
- xi. Conduct a comparative analysis of relevant legislation, fees, and practices to identify and propose the most current best practices and regional standards.
- xii. Provide recommendations on ways the City can reduce, waive, or eliminate impact fees related to moderate income housing as part of the moderate-income housing element within the City's general plan pursuant to Utah Code § 10-9a-403(2)(b)(iii)(L).
- xiii. Ensure that the associated rate schedule, if the Council elects to impose impact fees, and any related regulatory ordinances the City may ask Respondent to develop comply with all applicable State and Federal laws, including Title 11, Chapter 36a of the Utah Code, "Impact Fees Act."

Present the completed IFFP and the Study, if requested by the City, for adoption by the City Council.

7. Protected Information

A. Confidentiality

- i. All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by a Respondent that is submitted to the City, as part of the proposal or otherwise may be considered public information under applicable law, including but not limited to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated ("GRAMA"). The City generally considers proposals and all accompanying material to be public and subject to disclosure including the subsequent contract that may be executed between the City and Respondent.
- ii. Any material considered by a Respondent to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied. The City cannot guarantee that any information will be held confidential. Under Utah Code Ann. Section 63G-2-309 of GRAMA, if a Respondent makes a claim of confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the Respondent of such determination. The Respondent is entitled under GRAMA to appeal an adverse determination. The City is not obligated to notify the Respondent of a request, and will not consider a claim of confidentiality, unless the Respondent's claim of confidentiality is made in a timely basis and in accordance with GRAMA.

B. Additional Considerations

- i. Failure to Read. Failure to read the Request for Proposals and these instructions will be at a Respondent's own risk.
- ii. Cost of Developing Qualifications/Proposals. All costs related to the preparation of the qualifications/proposals and any related activities are the sole responsibility of the Respondent. The City assumes no liability for any costs incurred by Respondent(s) throughout the entire selection process, including prior to selection and issuance of a contract.
- iii. Discussions with Respondents. The City reserves the right to enter into discussions with the Respondent (s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with a Respondent whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. If exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked Respondent without the need to repeat the formal solicitation process.
- iv. Equal Opportunity. The City will make every effort to ensure that all Respondents are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information. The City's policy, subject to federal, State, and local procurement laws, is to provide reasonable attempts to support each Respondent's business by purchasing goods and services through local Respondents and service providers.
- v. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to each Respondent.
- vi. Final Authorization. The City intends to eventually contract with the Respondent (s) whose proposal is deemed most advantageous in experience, qualifications, price, and other factors considered in accordance with the weighted decision matrix described above. The City does not necessarily intend to award a contract solely on the basis of any response made to this request or otherwise pay for any information solicited or obtained during the RFP process. Final authorization of an accepted bid will be provided by the City Council after they have had an opportunity to review the recommendations. It is expected that the winning bidder will be selected on or before [date].
- vii. Rejection of Proposals. The City reserves the right to reject any or all proposals received and disqualify incomplete or late proposals. Proposals lacking required information will not be considered. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City for any obligation. Respondent (s) may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- viii. Magna's Best Interest. The City reserves the right to take any steps deemed necessary to act in the City's best interest.
- ix. Proposal Term. Proposals shall be good for ninety (90) days from the Closing Date.
- x. Reservation of Rights. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the contract award and reserves

the right to accept or reject any or all proposals submitted pursuant to this request for proposals. The City will provide each Respondent with written notice of any cancellation and/or modification.

DRAFT

MAGNA CITY ORDINANCE

Ordinance No. 2026-O-11

Date: June 23, 2026

AN ORDINANCE OF THE MAGNA CITY COUNCIL (“THE COUNCIL”) AMENDING THE ZONING MAP TO CHANGE THE ZONING OF THE PROPERTY AT 7610 WEST 2820 SOUTH FROM A-1/ZC TO R-1-6

RECITALS

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

WHEREAS, Magna has authority to adopt zone changes pursuant to the Municipal Land Use, Development, and Management Act, Title 10, Section 20, Utah Code; and

WHEREAS, an application for a zone change for property located at 7610 West 2820 South from A-1 to R-1-6 was submitted to Magna by Joe Salas for consideration (“Salas Zone Change”); and

WHEREAS, the Magna Planning Commission held a public hearing on _____ to consider the Salas Zone Change in accordance with Utah Code Ann. §§ 10-20-205 and 10-20-502; and

WHEREAS, the Magna Planning Commission recommends approval of the Salas Zone Change; and

WHEREAS, the Council finds that it is in the best interests of the health, safety, and general welfare of Magna to amend its zoning map to rezone the property located at 7610 West 2820 South, in Magna, Utah, from the A-1 (Agriculture) Zone to the R-1-6 (Residential) Zone.

BE IT ORDAINED BY THE MAGNA CITY COUNCIL as follows:

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

The property described in Application #REZ2026-001592 filed by Jose Salas, and located at 7610 West 2820 South, within Magna City, is hereby reclassified from the A-1/zc (Agricultural) Zone to the R-1-6 (Residential) Zone, said properties being described as follows:

PARCEL #: 14-28-126-015-0000

LEGAL DESCRIPTION: BEG 614 FT S & 16.5 FT W FR NE COR OF NW 1/4 SEC 28, T 1S, R2W, SL MER, W 99 FT N 190.5 FT M OR L; E 99 FT; S 190.5 FT MOR L TO

BEG. 0.43 AC, M OR L 4843-0776. 5479-95 5479-0096 5568-1406,1407 6898-1539
9860-7114 09860-7117 11436-1424 11453-3972

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

2. Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.

3. Direction to Staff. Staff is authorized and directed to take such steps as may be needed: (a) for this Ordinance to become effective under Utah law, including but not limited to compliance with the requirements of Utah Code § 10-3-711; and (b) to finalize and post the ordinance to Municode, including but not limited to making non-substantive edits to correct any scrivener's, formatting, and numbering errors.

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

{Signatures on the Following Page}

ADOPTED AND APPROVED at a duly called meeting of the Magna City Council on this 23rd day of June 2026.

CITY OF MAGNA

Mick Sudbury, Mayor

ATTEST

Diana Baun, City Recorder

Voting:

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

(Complete as Applicable)

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

Effective date of ordinance: _____

**SUMMARY OF
MAGNA CITY
ORDINANCE NO. 2026-O-11**

On June 23, 2026, the Magna City Council enacted ordinance No. 2026-O-11, amending the zoning map to change the zoning of the property at 7610 West 2820 South from A-1/zc to R-1-6.

By:

Mick Sudbury, Mayor

ATTEST

Diana Baun, Recorder

Voting:

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

A complete copy of ordinance No. 2026-O-11 is available in the office of the Magna Recorder, 860 Levoy Drive, Suite 300, Taylorsville, Utah 84123.



Zone Change Staff Report

Meeting Body: Planning Commission

Meeting Date: May 14, 2026

File Number & Project Type:
REZ2026-001592

Current Zone: A-1/zc

Proposed Zone: R-1-6

Address: 7610 W 2820 S

Planner: Justin Smith, Planner

Applicant: Jose Salas

Key Findings:

- Proposed zoning is compatible with surrounding area
- Proposed zoning is in line with the Adopted General Plan

Staff Recommendation:
Recommend the recommendation of approval of the rezone to R-1-6

Exhibits:

- A. Narrative and Site Plan
- B. Legal Description

DESCRIPTION

The applicant, Jose Salas, is looking to rezone the property from A-1/zc to R-1-6. The purpose of the rezone is to subdivide the property into two properties. The applicant is seeking to split off the backyard to put a home there.

SITE & VICINITY DESCRIPTION

Surrounding Zoning and Use	
North	R-1-6/zc
South	A-1/zc
East	A-1/zc
West	R-1-6/zc
Known Overlays/Site Constraints	
High Liquefaction Potential	

Located along the north side of 2820 S. Sits along a corner lot with a gravel road and 2820 S.





GENERAL PLAN CONSIDERATIONS

The Magna General Plan was adopted in 2021. This property is shown to be in the Northeast Neighborhood Area as shown in the Adopted General Plan on page 28. The General Plan calls out this property as currently having a residential use and for the future land use the General Plan (shown on page 40) shows that this area is designated as a residential mixed density area. Residential Mixed Density areas are further described on page 42. The target density is single family and duplex zoning to achieve roughly 5 dwelling units per acre with target building heights being 1-3 stories in height.

APPLICABLE FACTORS FOR CONSIDERATION

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

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

PUBLIC INPUT

As of writing this staff report on April 17, 2026 there have not been any comments from the public. If there are any that were provided between the release of this staff report and the time of the Magna Planning Commission meeting, then those comments will be shared with the members of the Magna Planning Commission.

The rezone application has received some comments from MSD staff during the review process. None of the comments pertain to the rezone itself, but pertain to potential future applications at this address. Unified Fire Authority has commented that Craig Rocky Vince Lane does not meet Fire Lane access requirements to be 18 feet wide. Engineering has also noted that any future road improvements would have to comply with Title 14. The Health Department has provided a comment stating that water and sewer availability letter would be required. That will be necessary for when the applicant submits an application to develop the lot. Building an ADU or subdividing the lot would both require that the owner provide a water and sewer availability letter as part of the process.

SUMMARY AND RECOMMENDATION

Summary of issues:

The applicant is seeking to rezone this lot from A-1/zc to R-1-6. The purpose of this rezone is to subdivide the property in the future into two different lots in harmony with the density pattern for this

area in the adopted general plan. The zoning condition in place on this property restricts the applicant from having a dwelling group on the property. The A-1 zone formerly required that the property be 10,000 square feet in size, but with the code updates that were approved in 2023 that requirement changed to a minimum area of 1 acre. The current property does not comply with the current requirements of the A-1 zone, while it would be able to comply with the R-1-6 zone. The R-1-6 zone would also allow for there to be a second property in what is currently a backyard. The second property in the rear would likely have to be subdivided under the flag lot requirements in Title 18. Flag lots that are under 1.5 acres in size are required to either be 1.5 times the minimum lot size requirement or meet the minimum lot size requirement and have an access easement large enough that when combined with the lot, it adds up to 1.5 times the minimum lot size requirement.

Craig Rocky Vince Lane is not a public road but is privately owned by the same landowner that lives at the north end of the road. Craig Rocky Vince Lane somewhat lines up with Oshea Lane from the Gabler's Grove neighborhood to the north, but it is not wide enough in its current form to fully line up with Oshea Lane. Craig Rocky Vince Road is currently 16.5 feet wide and would have to be widened to 18 feet to meet Fire Lane requirements. Oshea Lane to the north is full 50 foot right-of-way. Magna's adopted transportation plan does show Craig Rocky Vince as a future public street.

The proposed R-1-6 zone is more compatible for the property than the current A-1/zc zone. The A-1 zone has been updated to have a minimum area requirement of 1 acre and a minimum width of 100 feet. This property does not meet either of those requirements as it is 0.43 acres (roughly 18,730 square feet) in size, 99 feet wide, and 190.5 feet deep. The R-1-6 zone requires that each property be a minimum of 6,000 square feet and 60 feet wide. The flag lot requirements would require that a R-1-6 zoned lot be 9,000 square feet in size which the applicant would be able to provide.

The applicant is proposing to rezone the land in order to subdivide for two single family homes. This matches the general trend in the area of single family homes. In addition, the land to the north is already zoned R-1-6/zc.

Recommendation:

The MSD Planning Staff recommend:

1. **Approval:** The MSD Planning recommends that the Magna Planning Commission recommend approval of the rezone application REZ2026-001592 to change the zone at 7610 W 2820 S from A-1/zc to R-1-6.

Would like to change zoning A-1/zc to R-1-6



Would like to Subdivide Lot in 2 Parcel.

South Lot: 88ft by 100ft

North Lot: 100ft by 100ft

New Home on North West Side: 40ft by 40ft



Lot Owner: Jose Salas

3-10-2026

Legal Description	14-28-126-015-0000
BEG 614 FT S & 16.5 FT W FR NE COR OF NW 1/4 SEC 28, T 1S, R2W, SL MER, W 99 FT N 190.5 FT M OR L; E 99 FT; S 190.5 FT MOR L TO BEG. 0.43 AC, M OR L 4843-0776. 5479-95 5479-0096 5568-1406,1407 6898-1539 9860- 7114 09860-7117 11436-1424 11453-3972	

ORDINANCE 2026-O-14

Ordinance No.2026-O-14

Date: June 23, 2026

AN ORDINANCE OF THE MAGNA CITY COUNCIL AMENDING SECTION 19.50.020 OF THE ZONING ORDINANCE TO CLARIFY THE EXEMPTIONS FROM LANDSCAPING REQUIREMENTS THAT APPLY TO SINGLE AND TWO FAMILY DWELLINGS NOT WITHIN A PLANNED UNIT DEVELOPMENT OR PLANNED COMMUNITY

RECITALS

WHEREAS, Magna City is a municipality and has authority to adopt land use regulations pursuant to Utah Code § 10-20-101 in accordance with the Municipal Land Use, Development, and Management Act, Title 10, Chapter 20, Utah Code; and

WHEREAS, the Council deems it necessary to amend its land use ordinances to clarify that single and two family dwellings are subject to minimum front yard landscaping requirements but are exempt from irrigation system and detailed landscape design requirements, and for the protection and preservation of the public health, safety and general welfare;

WHEREAS, the Magna Planning Commission held a public hearing on June 11, 2026 to consider amending 19.50.020.D to clarify the single family dwelling exemptions to landscaping requirements in accordance with Utah Code §§ 10-20-302 and 10-20-503; and

WHEREAS, the Planning Commission has recommended that the Council approve the ordinance amendment as drafted.

BE IT ORDAINED BY THE MAGNA CITY COUNCIL as follows:

1. Section 19.50.020 is hereby amended as set forth in Exhibit A.
2. Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.
3. Direction to Staff. Staff are authorized and directed to take such steps as may be needed: (a) for this ordinance to become effective under Utah law, including but not limited to compliance with the requirements of Utah Code § 10-3-711; and (b) to finalize and post the ordinance to Municode, including but not limited to making non-substantive edits to correct any scrivener's, formatting, and numbering errors.

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

PASSED AND ADOPTED this 23rd day of June 2026.

MAGNA CITY COUNCIL

By: Mick Sudbury, Mayor

ATTEST

Diana Baun, Recorder

Voting:

Council Member George	voting ____
Council Member Jensen	voting ____
Council Member Olsen	voting ____
Council Member Pierce	voting ____
Council Member Prokopis	voting ____

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

Effective date of ordinance: _____

**SUMMARY OF
MAGNA CITY
ORDINANCE NO. 2026-O-14**

On June 23, 2026, the Magna City Council enacted ordinance No. 2026-O-14, Amending Section 19.50.020 of the Zoning Ordinance to Clarify the Exemptions from Landscaping Requirements that Apply to Single and Two Family Dwellings Not Within a Planned Unit Development or Planned Community

By:

Mick Sudbury, Mayor

ATTEST

Diana Baun, Recorder

Voting:

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

A complete copy of ordinance No. 2026-O-14 is available in the office of the Magna Recorder, 860 Levoy Drive, Suite 300, Taylorsville, Utah 84123.

EXHIBIT A

19.50.020 Scope And Applicability

The standards of this Chapter apply to:

- A. New Development. Any new development and/or off-street parking facilities shall comply with the provisions of this Chapter. Existing landscaping shall be made to conform to the provisions of this ordinance when landscaping for public agency projects, private commercial, industrial, or multifamily projects are modified or rehabilitated. Routine maintenance does not qualify as a modification or rehabilitation.
- B. Building Additions. Building additions which increase building coverage by twenty percent (20%) or more require the entire property to fully comply with this Chapter. Single- and two-family dwellings are subject to this part only if more than fifty percent (50%) of the front or side yard area is disturbed. The Director or Designee may grant relief from full compliance based on exemption factors cited in the Subsection 19.50.020.F.
- C. Building Renovations. Building renovations, whether involving interior or exterior work, do not trigger a requirement for the property to fully comply with this ordinance. However, if such work involves the removal of existing plants, new plants shall be installed that create comparable landscape design value.
- D. Residential Properties.
 - 1. Single- and Two-Family Dwellings. Single- and two-family dwellings, except where located within a planned unit development or master planned community, shall comply with Subsection 19.50.050.A(1), but are exempt from ~~(all other)~~ sections **19.50.030 and 19.50.040** of this Chapter.
 - 2. Fewer than Five (5) Units. Residential properties with fewer than five (5) units shall comply with the provisions of this Chapter for front yards and side yards (**only**). The rear yard is not subject to the requirements of sections **19.50.030 and 19.50.040** of this Chapter.
 - 3. Five (5) or More Units. Residential properties or developments with five (5) or more units are subject to all provisions of this Chapter, including rear yards.
- E. Off-Street Parking Expansions.
 - 1. Fifty Percent (50%) or less. A parking expansion which increases the number of parking stalls by fifty percent (50%) or less requires that the newly established expansion area be brought into compliance with both the interior and exterior/perimeter landscape requirements of this Chapter.
 - 2. Fifty Percent (50%) or more. A parking expansion which increases the number of parking stalls by fifty percent (50%) or more requires that the entire expansion area be brought into compliance with both the interior and exterior/perimeter landscape requirements of this Chapter. The pre-existing parking area, while not required to be retroactively brought into compliance with this Chapter's interior parking area landscape requirements, shall conform to exterior/perimeter area landscape standards.
 - 3. Repeated Expansions. Repeated expansions of parking facilities over time are combined in determining whether the fifty percent (50%) threshold has been reached.
- F. Exemptions. The provisions of this Chapter do not apply to the following:

1. Exemption for Historic District Contributing Buildings. Properties listed on either the State of Utah or National Historic Registers may be exempt from these regulations, subject to review by the Director or Designee.
2. Exemptions from Water Allowance Limitations. Areas dedicated and used for the following specific purposes are exempt from the landscape water allowance limitations of this Chapter:
 - a. Sports fields;
 - b. Turf areas within public parks;
 - c. Golf courses; and
 - d. Cemeteries.
3. Limits to Exemptions. Although exempt from landscape water allowance limitations, all other provisions of this Chapter apply. In particular, landscaping shall be provided in the interior and perimeter areas of off-street parking facilities, adjacent to buildings, and along walkways.

SUMMARY OF
MAGNA CITY
ORDINANCE NO. 2026-O-14

On June 23, 2026, the Magna City Council enacted Ordinance No. 2026-O-14, amending section 19.50.020 of the zoning ordinance to clarify the exemptions from landscaping requirements that apply to single and two family dwellings not within a planned unit development or planned community.

By: Mick Sudbury, Mayor

ATTEST

Diana Baun, Recorder

Voting:

Council Member George	voting ____
Council Member Jensen	voting ____
Council Member Olsen	voting ____
Council Member Pierce	voting ____
Council Member Prokopis	voting _____

A complete copy of Ordinance No. 2026-O-14 is available in the office of the Magna City Recorder, 860 West Levoy Drive, Suite 300, Taylorsville, Utah.



Ordinance Amendment

Meeting Body:

Magna City Council

Meeting Date:

June 23, 2026

File Number & Project Type:

OAM2026-001628

Amending section 19.50.020 of the zoning ordinance to clarify the exemptions from landscaping requirements that apply to single and two family dwellings.

Planner: Curtis Woodward

Key Findings:

1. The original intent of 19.50.020 was to require a minimum landscape requirement for homes.
2. Generally applicable regulations were added to Chapter 19.50 that should also apply to single and two family dwelling lots.

Staff Recommendation:

Approval

Exhibits:

Proposed ordinance

PROJECT DESCRIPTION

This ordinance amendment clarifies that new single- and two- family dwellings constructed in Magna are required to comply with basic front yard landscaping requirements but are exempt from the irrigation zone/water budget standards and the landscape design standards. The ordinance also clarifies that they are not exempt from landscape maintenance ordinances, including weed abatement and tree trimming within or adjacent to the public right of way.

ISSUES/CONCERNS**Issue:**

The original intent of 19.50.020.D was to limit the landscaping installation requirement for new single- and two- family dwellings to basic landscaping in front yards and street-facing side yards as set forth in 19.50.040.C of the code. However, other sections of Chapter 19.50 address issues of ongoing yard maintenance, including weed abatement and keeping trees trimmed away from sidewalks and streets.

Analysis:

The proposed amendment is intended to clarify the requirements that apply minimum requirements for landscaping at the time of new home construction, while also holding property owners responsible for cutting down/removing weeds and keeping trees trimmed as to not interfere with sidewalk or roadway use.

APPLICABLE FACTORS FOR CONSIDERATION

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

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

PUBLIC INPUT

Planning Staff has not received any comments from the public as of the completion of this staff report. Any comments that are received will be forwarded to the Planning Commission for review and will be summarized at the public hearing on June 11th.

ANALYSIS AND RECOMMENDATION

Analysis and Summary:

The proposed amendment is in harmony with the original intent of the adopted ordinance, while removing any ambiguity as to whether ongoing maintenance provisions are applicable to existing properties.

Recommendation:

The planning commission held a public hearing on June 11, 2026, and voted to recommend approval.

OPTIONS:

1. **Approval:** Motion to approve application OAM2026-001628 regarding ordinance number 2026-O-14 as recommended by the planning commission.
2. **Approval with changes:** Motion to approve application OAM2026-001628 regarding ordinance number 2026-O-14 with the following edits:
 - a. ...
3. **Denial:** Motion to deny application OAM2026-001628 regarding ordinance number 2026-O-14.

ORDINANCE 2026-O-14

Ordinance No.2026-O-14

Date: _____

AN ORDINANCE OF THE MAGNA CITY COUNCIL AMENDING SECTION 19.50.020 OF THE ZONING ORDINANCE TO CLARIFY THE EXEMPTIONS FROM LANDSCAPING REQUIREMENTS THAT APPLY TO SINGLE AND TWO FAMILY DWELLINGS NOT WITHIN A PLANNED UNIT DEVELOPMENT OR PLANNED COMMUNITY

RECITALS

WHEREAS, Magna City is a municipality and has authority to adopt land use regulations pursuant to Utah Code § 10-20-101 in accordance with the Municipal Land Use, Development, and Management Act, Title 10, Chapter 20, Utah Code; and

WHEREAS, the Council deems it necessary to amend its land use ordinances to clarify that single and two family dwellings are subject to minimum front yard landscaping requirements but are exempt from irrigation system and detailed landscape design requirements, and for the protection and preservation of the public health, safety and general welfare;

WHEREAS, the Magna Planning Commission held a public hearing on June 11, 2026 to consider amending 19.50.020.D to clarify the single family dwelling exemptions to landscaping requirements in accordance with Utah Code §§ 10-20-302 and 10-20-503; and

WHEREAS, the Planning Commission has recommended that the Council approve the ordinance amendment as drafted.

BE IT ORDAINED BY THE MAGNA CITY COUNCIL as follows:

1. Section 19.50.020 is hereby amended as set forth in Exhibit A.
2. Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.
3. Direction to Staff. Staff are authorized and directed to take such steps as may be needed: (a) for this ordinance to become effective under Utah law, including but not limited to compliance with the requirements of Utah Code § 10-3-711; and (b) to finalize and post the ordinance to Municode, including but not limited to making non-substantive edits to correct any scrivener's, formatting, and numbering errors.

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

PASSED AND ADOPTED this 23rd day of June 2026.

MAGNA CITY COUNCIL

By: Mick Sudbury, Mayor

ATTEST

Diana Baun, Recorder

Voting:

Council Member George	voting ____
Council Member Jensen	voting ____
Council Member Olsen	voting ____
Council Member Pierce	voting ____
Council Member Prokopis	voting ____

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

Effective date of ordinance: _____

EXHIBIT A

19.50.020 Scope And Applicability

The standards of this Chapter apply to:

- A. New Development. Any new development and/or off-street parking facilities shall comply with the provisions of this Chapter. Existing landscaping shall be made to conform to the provisions of this ordinance when landscaping for public agency projects, private commercial, industrial, or multifamily projects are modified or rehabilitated. Routine maintenance does not qualify as a modification or rehabilitation.
- B. Building Additions. Building additions which increase building coverage by twenty percent (20%) or more require the entire property to fully comply with this Chapter. Single- and two-family dwellings are subject to this part only if more than fifty percent (50%) of the front or side yard area is disturbed. The Director or Designee may grant relief from full compliance based on exemption factors cited in the Subsection 19.50.020.F.
- C. Building Renovations. Building renovations, whether involving interior or exterior work, do not trigger a requirement for the property to fully comply with this ordinance. However, if such work involves the removal of existing plants, new plants shall be installed that create comparable landscape design value.
- D. Residential Properties.
 - 1. Single- and Two-Family Dwellings. Single- and two-family dwellings, except where located within a planned unit development or master planned community, shall comply with Subsection 19.50.050.A(1), but are exempt from ~~(all other)~~ sections **19.50.030 and 19.50.040** of this Chapter.
 - 2. Fewer than Five (5) Units. Residential properties with fewer than five (5) units shall comply with the provisions of this Chapter for front yards and side yards ~~(only)~~. The rear yard is not subject to the requirements of sections **19.50.030 and 19.50.040** of this Chapter.
 - 3. Five (5) or More Units. Residential properties or developments with five (5) or more units are subject to all provisions of this Chapter, including rear yards.
- E. Off-Street Parking Expansions.
 - 1. Fifty Percent (50%) or less. A parking expansion which increases the number of parking stalls by fifty percent (50%) or less requires that the newly established expansion area be brought into compliance with both the interior and exterior/perimeter landscape requirements of this Chapter.
 - 2. Fifty Percent (50%) or more. A parking expansion which increases the number of parking stalls by fifty percent (50%) or more requires that the entire expansion area be brought into compliance with both the interior and exterior/perimeter landscape requirements of this Chapter. The pre-existing parking area, while not required to be retroactively brought into compliance with this Chapter's interior parking area landscape requirements, shall conform to exterior/perimeter area landscape standards.
 - 3. Repeated Expansions. Repeated expansions of parking facilities over time are combined in determining whether the fifty percent (50%) threshold has been reached.
- F. Exemptions. The provisions of this Chapter do not apply to the following:

1. Exemption for Historic District Contributing Buildings. Properties listed on either the State of Utah or National Historic Registers may be exempt from these regulations, subject to review by the Director or Designee.
2. Exemptions from Water Allowance Limitations. Areas dedicated and used for the following specific purposes are exempt from the landscape water allowance limitations of this Chapter:
 - a. Sports fields;
 - b. Turf areas within public parks;
 - c. Golf courses; and
 - d. Cemeteries.
3. Limits to Exemptions. Although exempt from landscape water allowance limitations, all other provisions of this Chapter apply. In particular, landscaping shall be provided in the interior and perimeter areas of off-street parking facilities, adjacent to buildings, and along walkways.

SUMMARY OF
MAGNA CITY
ORDINANCE NO.

On June 23, 2026, the Magna City Council enacted Ordinance No. 2026-O-14, amending section 19.50.020 of the zoning ordinance to clarify the exemptions from landscaping requirements that apply to single and two family dwellings not within a planned unit development or planned community.

By: Mick Sudbury, Mayor

ATTEST

Diana Baun, Recorder

Voting:

Council Member George	voting ____
Council Member Jensen	voting ____
Council Member Olsen	voting ____
Council Member Pierce	voting ____
Council Member Prokopis	voting _____

A complete copy of Ordinance No. 2026-O-14 is available in the office of the Magna City Recorder, 860 West Levoy Drive, Suite 300, Taylorsville, Utah.

MAGNA CITY

ORDINANCE NO. 2026-O-15

DATE: June 23, 2026

**AN ORDINANCE OF THE MAGNA CITY COUNCIL (“THE COUNCIL”)
REPEALING AND REPLACING MAGNA MUNICIPAL CODE TITLE 3
REVENUE AND FINANCE**

RECITALS

WHEREAS, Title 3 of the Magna Municipal Code sets forth provisions for revenue and finance operations that are outdated and inapplicable to Magna City since its incorporation; and

WHEREAS, the Council desires to repeal and replace Title 3 of the Magna Municipal Code with the enactment of updated and applicable requirements for municipal revenue and finance operations; and

WHEREAS, the Council has determined that the municipal revenue and finance operations as set forth in Attachment A will serve the best interests of Magna City and the general public.

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

1. Repeal/Replace/Enact. Title 3 of the Magna Municipal Code is hereby repealed. Title 3 is hereby enacted in substantially the form set forth in Attachment A of this Ordinance, subject only to administrative, numbering, and grammatical corrections. The City Attorney is directed to make corrections to any text in Title 3 that does not accurately reflect the direction and approval of the City Council as set forth on the record.
2. Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.
3. Direction to Staff. The staff is authorized and directed to: (i) Correct any administrative, numbering, or grammatical errors within this Ordinance and Attachment A; and (ii) Codify and publish this Ordinance and Attachment A pursuant to all governing law, including, but not limited to, Utah Code Annotated § 10-3-711. The staff is also authorized and directed to prepare all necessary applications, forms, receipts, and other documents to facilitate the purposes of Title 3, subject to the approval from the City Attorney.
4. Successor Statutes. Any statute referred to in this Ordinance and Attachment A will 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

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

PASSED AND ADOPTED this 23rd day of June, 2026.

MAGNA CITY

By: _____

Mick Sudbury, Mayor

ATTEST:

Diana Baun, Recorder

Voting:

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

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

711: _____

Effective Date of Ordinance: _____

SUMMARY OF
MAGNA CITY
ORDINANCE NO. 2026-O-15

On June 23, 2026, the Magna City Council approved Ordinance No. 2026-O-15, repealing and replacing Title 3 of the Magna Municipal Code.

By: Mick Sudbury, Mayor

ATTEST

Diana Baun, Recorder

Voting:

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

A complete copy of Ordinance No. 2026-O-15 is available in the office of the Magna City Recorder, 860 Levoy Drive, Suite 300 Taylorsville, UT 84123.

Attachment A

TITLE 3 REVENUE AND FINANCE

CHAPTER 3.01 BUDGET, ACCOUNTING, AND FINANCIAL REPORTING

3.01.010: Key Fiscal Management Practices

1. Adoption: The Council adopts these key fiscal management practices to govern City budgeting, accounting, and financial reporting, applicable state law, federal law, and other policies, rules, and regulations as adopted by the Council.
2. Annual Budget: A copy of the key fiscal management practices is included in the City's annual budget document.

CHAPTER 3.02 PROCUREMENT

3.02.010 Definitions

1. “Business” means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
2. “Change order” means a written order signed by the Purchasing Agent, directing the contractor to suspend work or make changes, which the appropriate clauses of the contract authorize the Purchasing Agent to order without the consent of the contractor or any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
3. “Construction Purchase” means the acquisition of goods, services, and resources for a construction project.
4. “Contract” means any City agreement for the procurement or disposal of supplies, services, or construction.
5. “Council” means the Magna City Council.
6. “Invitation for Bids” means all documents, whether attached or incorporated by reference, used for soliciting bids.
7. “May” means an action is permissive.
8. “May not” means an action is prohibited.
9. “Person” means any business, individual, union, committee, club, other organization, or group of individuals.
10. “Procurement” means buying, purchasing, renting, leasing, leasing with and option to purchase, or otherwise acquiring any supplies, construction, or other services.

11. “Procurement Item” means any supplies, construction, or other services that the City may acquire pursuant to this Policy.
12. “Purchasing Agent” means the person duly authorized by the Magna City Council to enter into and administer contracts and make written determinations with respect thereto.
13. “Purchase description” means the words used in a solicitation to describe the supplies, services or construction to be purchased, and includes specifications attached to or made a part of the solicitation.
14. “Request for Proposals” means all documents, whether attached or incorporated by reference, used for soliciting proposals.
15. “Shall” means an action is mandatory or required.
16. “Sole Source Procurement” means a procurement without competition pursuant to a determination by the Purchasing Agent under Section III.A.4 that there is only one source for the procurement item.

3.02.20 Purchasing Agent

The Council shall appoint a Purchasing Agent, who shall be responsible to make procurements, solicit bids and proposals, enter into and administer contracts, and make written purchasing determinations for the City in accordance with this Chapter and applicable law.

3.02.30 Source Selection and Contract Formation

1. Procurement not requiring competitive sealed bids.
 - A. Small Purchases. Small purchases costing \$50,000 or less in total, may not require bids of any type. (Purchases may not be artificially divided to constitute a small purchase under this section.)
 - B. Non-Construction Purchases Requiring Telephone Bids. Purchases for non-construction projects costing between \$50,001 and \$100,000 in total, shall require three (3) telephone bids.
 - C. Construction Purchases Requiring Telephone Bids. Purchases for construction projects costing between \$50,001 and \$250,000 in total, shall require three (3) telephone bids.
 - D. State Contracts. Purchases made through the cooperative purchasing contracts administered by the State Division of Purchasing or other governmental entity which has applied its purchasing and procurement policies.

E. Sole Source Procurement. Purchases made from a sole-source provider if the Purchasing Agent determines in writing that a sole source procurement is needed for one or more of the following reasons. The Purchasing Agent shall also ensure that the terms of the contract, including price and delivery, are in the best interests of the City.

- i. There is only one source for the procurement item;
- ii. The transitional costs are a significant consideration in selecting the procurement item and the results of a cost-benefit analysis demonstrate that transitional costs are unreasonable or cost-prohibitive, and that the award of a contract without engaging in a standard procurement process is in the best interest of the City; or
- iii. The award of a contract is under circumstances that make awarding the contract through a standard procurement process impractical and not in the best interest of the City.

F. Emergency Purchases. Purchases required during an emergency, i.e., an eminent threat to the public's health, welfare, or safety. However, as much competition as practical should be obtained; and, such purchases should be limited to amounts necessary to the resolution of the emergency. The Purchasing Agent shall also document in writing the nature of the emergency that required the emergency purchases and the actions taken to procure the procurement item. The Purchasing Agent may notify the Council as soon as reasonably possible of the need for, amount of, and nature of any emergency purchase made pursuant to this subsection.

G. Publication. If the City does not use competitive sealed bidding for a procurement that exceeds the highest amounts in Section [REDACTED] (\$100,000) and [REDACTED] (\$250,000), it shall provide notice of procurements pursuant to Utah Code § 63G-6a-802, excepting small purchases.

2. Purchases Requiring Competitive Sealed Bids.

A. General. The City shall award all contracts for a procurement item with an estimated value in excess of the highest amounts in Section [REDACTED] (\$100,000) and Section [REDACTED] (\$250,000) by competitive sealed bidding except as otherwise provided by this Policy.

B. Invitation for Bids. An Invitation for Bids shall be issued when a contract is to be awarded by competitive sealed bidding, which shall include:

- i. A description of the procurement that the City seeks;
- ii. Instructions for submitting a bid, including the deadline for submitting a bid;
- iii. The objective criteria that the City shall use to evaluate bids;

- iv. Information about the time and manner of opening bids; and
 - v. Terms and conditions that the City intends to include in the Contract resulting from the bidding process.
- C. Publication. The Purchasing Agent shall publish an Invitation for Bids in accordance with the requirements of Utah Code § 63G-6a-112, meaning that the Purchasing Agent shall publish the bid at least seven (7) days prior to the date set forth therein for the opening of bids on the City's website or on a website owned, managed by, or provided by the State of Utah for the posting of public procurement notices. Purchasing Agent may, but is not required to, publish the Invitation for Bids in a newspaper of general circulation within City. The Purchasing Agent may reduce the seven (7) day period described in this subsection in accordance with Utah Code § 63G-6a-112.
- D. Opening of Bids. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitations for Bids. The amount of each bid and any other relevant information, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection.
- E. Acceptance of Bids. Bids shall be unconditionally accepted without alternation or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids.
- F. Corrections and Withdrawals of Bids. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the City of fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Agent.
- G. Contract Negotiation and Awards. The Contract shall be awarded with reasonable promptness, by written notice, to the lowest bidder whose bid meets the requirements and criteria set forth in the invitation for bids, subject to the Purchasing Agent concluding any negotiations that may be needed to finalize the Contract.
- H. Construction Contracts. The City shall follow the procedures contained in Utah Code § 11-39-101 et seq. for the letting of contracts for the construction of building improvements or public works projects as defined therein and any provision of this policy that conflicts with the provisions of Utah Code § 11-39-101 et seq. may not apply to the letting of contracts covered by this Policy of state law.
- I. Prior Council Authorization. The Purchasing Agent shall secure the Council's prior authorization before purchasing a procurement item that is not a small purchase under Section [REDACTED] or an emergency purchase under Section [REDACTED].

- J. Cancellation and Rejection of Bids. An invitation for bids, a request for proposals, or other solicitations may be canceled, or any or all bids or proposals may be rejected, in whole or in part, as may be specified in the solicitation, when it is in the best interests of the City. The reasons shall be made part of the contract file.

3. Use of Competitive Sealed Proposals in lieu of Bids (Requests for Proposals).

- A. Competitive Sealed Proposals. When the Purchasing Agent determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by competitive sealed proposals. Competitive sealed proposals are most appropriately used for professional service-type contracts.
- B. Solicitation of Competitive Sealed Proposals. Competitive sealed proposals shall be solicited with a Request for Proposals, which shall include information and materials pertinent to the procurement. The Request for Proposals shall state the relative importance of price and other evaluating factors. Public notice of the request for proposals shall be given at least ten (10) days prior to the advertised date of the opening of the proposals.
- C. Opening of Competitive Sealed Proposals. Proposals shall be opened to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award.
- D. Fair and Equal Treatment. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conduction discussions, there shall be no disclosure of any information enacted from proposals submitted by competing offerors.
- E. Awards for Competitive Sealed Proposals. Awards shall be made to the person whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

4. Architect-Engineer Services.

Architect-engineer services are qualification-based procurements. Requests for such services should be publicly announced. Contracts should be negotiated by the Purchasing Agent based on demonstrated competence at fair and reasonable prices.

5. Determination of Non-responsibility of Bidder or Offeror.

Determination of non-responsibility of a bidder or offeror shall be made in writing. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-

responsibility with respect to the bidder or offeror. Information furnished by a bidder or offeror pursuant to this section may not be disclosed outside of the purchasing division without prior written consent by the bidder or offeror.

6. Cost-Plus-A-Percentage-Of-Cost Contracts Prohibited.

Subject to the limitations of this section, any type of contract which shall promote the best interests of the City may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the City than any other type or that it is impracticable to obtain the supplies, services, or construction, required except under such a contract.

7. Change Orders.

The Purchasing Agent is authorized to approve Change Orders to a Contract when the total amount of all such change orders is less than \$50,000. The Council must approve change orders to a Contract when the total amount of all such change orders exceeds \$50,001.

3.02.040 Appeals

1. Filing of Appeals. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Purchasing Agent. An appeal shall be submitted in writing within five (5) business days after the aggrieved person knows or should have known of the facts.

2. Written Decision Required. The Purchasing Agent shall promptly issue a written decision regarding any appeal, if it is not settled by a mutual agreement. The decision shall state the reasons for the action taken and inform the protestor, contractor, or prospective contractor of the right to appeal to the City Council.

3. Final Action. A written decision issued by the Purchasing Agent shall constitute the City's final administrative action on an appeal.

3.02.50 Procurement Ethics

1. Conflicts of Interest Prohibited. No person involved in making procurement decisions may have personal investments in any business entity which shall create a substantial conflict between their private interests and their public duties. The Purchasing Agent and all applicable City officials, staff, and contractors shall comply with the City's ethics and nepotism ordinances, policies, and other applicable requirements when making procurement decisions or otherwise implementing this Policy.

2. Penalties. In accordance with applicable state law, any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for

the person's own use or the use or benefit of any other person or organization from any person or organization interested in selling to the City.

CHAPTER 3.03 SALES TAX

3.03.010 Levy

1. The City levies and collects a retail tax paid on every retail sale of items as provided in Utah Code § 59-12-103, made within the City at the rate of percent (commencing retroactive to one minute after twelve o'clock (12:01) A.M., January 1, 2025).
2. The City levies and collects an excise tax paid on the storage, use, or other consumption within the City of tangible personal property or any items as provided in Utah Code § 59-12-103 and, at the rate of percent (, commencing retroactive to one minute after twelve o'clock (12:01) A.M., January 1, 2025).

3.03.20 Adoption of State Code

1. Utah Code § 59-12-101 et seq. is adopted and made part of this Chapter.
2. If the State is named or referred to as the "taxing entity" pursuant to Utah Code § 59-12-101 et seq., the name of the City shall be substituted therefor.
3. Any amendments to Utah Code § 59-12-101 et seq., applicable to the City are incorporated herein by reference and shall be effective upon the effective date of the State statute.

3.03.030 State Tax Commission Services Agreement

The City has an agreement with the State Tax Commission to perform all functions related to the administration or operation of the sales and use tax ordinance of the City which may be supplemented to administer and collect the local sales and use tax as provided state law.

3.03.04 Exemption From Tax

In compliance with Utah Code § 59-12-204, the City may not impose a tax on the sales and uses exempted pursuant to Utah Code § 59-12-104.

3.03.050 Tax Paid Not Part Of Purchase Price

The amount of any tax paid pursuant to Utah Code § 59-12-101 et seq., may not be included as a part of the purchase price paid or charged for a taxable item.

3.03.060 Effective Date Of Tax; Continuation Of Previous Ordinances

The sales and use tax imposed pursuant to this chapter shall be retroactive to one minute after twelve o'clock (12:01) A.M., January 1, 2025. The provisions of the predecessor sales and use tax

ordinances of the City, which are hereby repealed, shall be deemed to have continued effective until twelve o'clock (12:00) midnight, **December 31, 2024**. The provisions of this chapter which are not in conflict with the former ordinance shall be considered in effect and any rights, duties, or obligations arising thereunder shall not be abrogated or terminated.

CHAPTER 3.04 MUNICIPAL ENERGY SALES AND USE TAX

3.04.010 Definitions

1. "Consumer" means a person who acquires taxable energy for any use that is subject to the MET Act.
2. "MET" means Municipal Energy Sales and Use Tax.
3. "MET Act" means Utah Code § 10-1-301 et seq., the "Municipal Energy Sales and Use Tax Act."
4. "Sale" shall mean any transfer of title, exchange, or barter, conditional or otherwise, in any manner, of taxable energy or fuel for consideration, including "installment and credit sale."
5. "Installment and credit sale" means any closed transaction constituting a sale; and any transaction under which right to acquire, use, or consume taxable energy is granted under a lease or contract and the transfer would be taxable if an outright sale were made.
6. "Storage" means any keeping or retention of taxable energy in Magna City for any purpose, except the sales in the regular course of business.
7. "Use" means the exercise of any right or power over taxable energy incident to the ownership or the leasing of the taxable energy, excluding the sale, display, demonstration, or trial of the taxable energy in the regular course of business and or taxable energy which is held for resale.

3.04.020 Municipal Energy Sales and Use Tax Levied

Pursuant to Utah Code § 59-12-301 et seq., the Municipal Energy Sales and Use Tax Act, there is hereby levied, subject to the provisions of this Ordinance, a tax on every Sale or Use of taxable energy made within Magna City equaling 6% of the value of the taxable energy to the consumer and effective on and after October 1, 2024. This tax shall be known as the Municipal Energy Sales and Use Tax ("MET"). The MET shall be calculated on the delivered value of the taxable energy to the consumer. The MET shall be in addition to any sales or use tax imposed by Magna City under Utah Code § 59-12-201 et seq., the Local Sales and Use Tax Act.

3.04.030 Exemptions

1. Pursuant to Utah Code § 10-1-305(2)(b), the MET exempts from its terms the sale and use of:
 - A. Aviation fuel, motor fuel, or special fuel which is subject to taxation under Utah Code § 59-13;
 - B. Taxable energy where the primary use is for compounding or producing taxable energy or a fuel which is subject to taxation under Utah Code § 59-13;
 - C. Taxable energy that Magna City is prohibited from taxing under federal law or the Constitutions of the United States or Utah;
 - D. Taxable energy purchased or stored in Magna City for resale;
 - E. Taxable energy brought into the state by a nonresident for his or her own personal use while in the state, except taxable energy purchased for use in the state by a nonresident living or working in the state at the time of purchase;
 - F. Taxable energy for any purpose other than use as a fuel or energy; and
 - G. Taxable energy for use outside of Magna City.
2. Pursuant to Utah Code § 10-1-305(4), the sale, storage, use, or other consumption of taxable energy is exempt from the MET if:
 - A. The delivered value of the taxable energy has been subject to a municipal energy sales and use tax levied by another municipality within Utah under an ordinance enacted in accordance with the MET Act; and
 - B. Magna City shall be paid the difference between the tax paid to the other municipality and the tax that would otherwise be due under the MET if the tax due under the MET exceeds the tax paid to the other municipality.
3. The MET further incorporates all other exemptions required by Utah law.

3.04.040 No Effect on Existing Franchises; Credits for Franchise Fees

This MET shall not alter any existing franchise agreements unless otherwise terminated or altered by agreement or applicable law. Any energy supplier who (a) pays a contractual franchise fee to Magna City pursuant to a contract which was in effect as of July 1, 1997, (b) passes the fee through to taxpayers as a separately itemized charge, and (c) accepts the franchise shall receive a tax credit equal to its contractual franchise fee.

3.04.050 Tax Collection Contract with Tax Commission

1. On or before the effective date of the ordinance from which this Chapter is enacted, Magna City shall contract with the State Tax Commission to perform all functions related to the administration and collection of the MET, save those functions reserved to Magna City by law and described below. The Mayor and City Recorder are hereby authorized to enter into such agreement or amended agreement as needed with the State Tax Commission that may be necessary to the continued administration and operation of the MET.
2. An energy supplier shall pay the MET collected from its consumers directly to Magna City monthly if:
 1. Magna City is the energy supplier; or
 2. The energy supplier estimates that the MET collected annually from its Utah consumers equals one million US. dollars (\$1,000,000.00) or more and (c) the energy supplier collects the MET.
 3. An energy supplier paying the MET directly to Magna City may retain the percent of the tax authorized under Utah Code § 59-12-108(2) for energy supplier's cost of collecting and remitting the tax.

3.04.060 State Statutes Incorporated

1. Except as herein provided, and except insofar as they are inconsistent with the provisions of the MET Act, as well as this Chapter, all of the provisions of Utah Code § 59-12-1, as amended, and in force and effect on the effective date hereof, insofar as they relate to the sales and use taxes levied therein, are hereby adopted and made a part of this chapter as if fully set forth herein.
2. Wherever, and to the extent that in Utah Code § 59-12-1 or the MET Act the State of Utah is named or referred to as the taxing agency, the name of Magna City shall be substituted, insofar as is necessary for the purposes of those parts. In no event shall the word "state" be substituted when used in junction with the "state tax commission," nor shall the State Tax Commission be substituted with Magna City in any way or for any matter of liability which is assigned by statute to the State Tax Commission.
3. Any amendments made to Utah Code § 59-12-1 that relate to levying or collecting a municipal energy sales and use tax are hereby adopted by reference.

3.04.070 No Additional License or Reporting Required

No additional license to collect or report the MET tax is required, provided the energy supplier collecting the tax has a license issued under Utah Code § 59-12-106.

CHAPTER 3.05 TELECOMMUNICATIONS SERVICE PROVIDERS TAX

3.05.010 Definitions

All words and phrases in this Chapter shall have the same meaning as set forth in the TLT Act, with the following additions:

1. "TLT" means a telecommunications license tax authorized under the TLT Act.
2. "TLT Act" means the Telecommunications License Tax Act, Utah Code § 10-1-401 et seq.

3.05.020 TLT Levied

There is hereby levied, subject to the provisions of this Chapter, a tax on the gross receipts of telecommunications services attributable to Magna City in accordance with Utah Code §§ 59-12 and 10-1-407. The rate of the TLT shall equal 3.5% of each telecommunications provider's gross receipts from telecommunications services that are attributed to Magna City. The tax shall be effective on and after October 1, 2024. Magna City may exceed this rate if a higher rate is approved by a majority vote among those persons who vote in a municipal general election or a regular general election.

3.05.030 Agreement with the Tax Commission

On or before the effective date of the ordinance from which this Chapter is enacted, Magna City shall enter a uniform interlocal agreement described in Utah Code § 10-1-405 with the Utah Tax Commission.

3.05.040 Procedure for Taxes Erroneously Recovered From Customers

A customer may not bring a cause of action against a telecommunications provider on the basis that the telecommunications provider erroneously recovered from the customer municipal telecommunications license taxes authorized by this ordinance unless the customer meets the same requirements that a purchaser is required to meet to bring a cause of action against a seller for a refund or credit as provided in Utah Code § 59-12-110.1(3).

CHAPTER 3.06 SURPLUS PROPERTY

3.06.010 Definitions

1. "Disposal" means the conveyance, transfer, or discard of Public Property.
2. "Public Property" means, consistent with Utah Code Ann. § 76-8-101(5)(a) or applicable successor statute, real or personal property that is owned, held, or managed by the City, including real or personal property that is transferred by the City to an independent contractor which remains public property while in the possession of an independent contractor of the City for the purpose of providing a program or service for, or on behalf of the City.

3. “Surplus Personal Property” means any Public Property including vehicles, that is not real property, that is no longer needed now or in the foreseeable future, or that is no longer of value or use to the City.

4. “Surplus Real Property” means any Public Property that is real property, that is no longer needed now or in the foreseeable future, or that is no longer of value or use to the City.

3.06.020 Authority

Pursuant to Utah Code Ann. § 10-8-2, the City may purchase, receive, hold, sell, lease, convey, and dispose of real and personal property for the benefit of the municipality, whether the property is within or without the municipality's corporate boundaries, if the action is in the public interest and complies with other law.

3.06.030 Inventory of Public Property

The City shall keep and maintain an inventory of Public Property valued in excess of \$10,000.00.

3.06.040 Surplus Personal Property

1. Surplus Personal Property Valued Less than \$10,000.00. The City Manager shall have the authority to dispose of Surplus Personal Property with a value of less than \$10,000.00. The City Manager may sell, trade, or properly discard in accordance with the disposal method that provides the greatest benefit to the City. The City Manager shall deposit all proceeds in the applicable City fund and shall not sell for less, or assign a trade value of less than fair market value.

2. Surplus Personal Property Valued in Excess of \$10,000.00. The City Council shall have the authority to dispose of Surplus Personal Property with a value in excess of \$10,000.00 through any, or a combination of, the following means and methods:

- A. Sell or transfer to another governmental agency. If the asset is transferred to another agency the City should document how the transfer provides benefit to the entity or the citizens it serves;
- B. Acceptance of a cash offer that constitutes fair market value in accordance with at least three different independent appraisals or expert opinions;
- C. Auction the item on the City’s webpage, eBay, or via live auction. The City will be responsible for all costs associated with this option, and must allocate sufficient resources from a departmental budget line-item for this purpose. The City Manager will coordinate the auction if eBay is used;
- D. Sell the item through a procurement process pursuant to Sections [REDACTED] of this Title;
- E. Trade the item in for new replacement equipment;
- F. Surplus via Utah Division of Purchasing and General Services;

- G. Dispose as scrap metal if the items is broken, unusable, and/or hazardous;
- H. Properly discard the item if the item is broken, unusable, and/or hazardous.

3. Requirements for Discard or Sale. Documentation and pictures must be retained for an item to be discarded. Discarding the item(s) being surplusd is the last option to be used unless the item is broken, unusable or has no commercial, salvage or donation value and/or the City has exhausted all other options for disposal. If the item is sold or transferred, the receiving individual or party must sign a liability waiver. If the City is responsible for the pick up or transfer of the item, it must obtain the signature of the individual or party receiving the item on the waiver and forward the waiver to the City Recorder to maintain documentation of the sale.

4. Vehicles. For vehicles being surplusd, the City shall attach a printout from Kelly Blue Book or similar credible vehicle appraisal entity with the estimated value of the vehicle and include it with the disposal documentation.

5. Proceeds. Proceeds from the sale of Surplus Personal Property shall be deposited in a City fund determined by the City Council.

3.06.050 Surplus Real Property

The disposal of all Surplus Real Property requires approval of the City Council.

1. Significant Parcel of Real Property. Surplus Real Property greater than one (1) acre in size shall be considered a “significant parcel of real property,” Prior to the disposal of a significant parcel of real property, the City shall provide an opportunity for the public to comment on the proposed disposal and public notice as a class A notice under Utah Code Ann. § 63G-30-102, for at least 14 days prior to the opportunity for public comment.
2. Disposal of Surplus Real Property. The City Council may dispose of Surplus Real Property by any means or methods that provides the City with the fair market value of the Surplus Real Property. Further, fair market value for the Surplus Real Property may be provided to the City in cash, other real property of equal or greater value, or another benefit that provides value equal to the fair market value of the Surplus Real Property. The fair market value of the Surplus Real Property shall be determined by at least one appraisal by a qualified and accredited real estate appraiser.
3. Records. The City Recorder shall keep and maintain all records associated with the disposal of the Surplus Real Property, including, but not limited to: appraisals, contracts, correspondence, and other documentation evidencing the City’s compliance with this Chapter.

3.06.060 Unlawful Disposal

It shall be unlawful for the City, or any City staff or elected official, to dispose of Surplus Personal Property or Surplus Real Property by any means or methods not specifically set forth herein this

Chapter. Further, it shall be unlawful for any City staff or elected official to personally benefit from the disposal of Surplus Personal Property or Surplus Real Property.

CHAPTER 3.07 SOLICITATION OF CITY FUNDS AND FEE WAIVERS

3.07.010 Definitions

1. "Agreement for Grant of City Funds" means a form agreement approved by the City Council, which includes legally binding terms and conditions for the receipt and expenditure of City Funds granted by the City Council pursuant to an Application for Funds.
2. "Applicant" means the person or entity soliciting funds from the City and signer of the Application Form.
3. "Application for Funds" means the official City application document that serves as a request for funds, which includes required information regarding the Applicant and the use of the requested funds.
4. "City Funds" means the public funds owned, held, or administered by the City that are solicited or granted under this Chapter.
5. "Disbursement of Funds Report" means the document that itemizes the expenditure of the total City Funds awarded to the Applicant.
6. "Governmental Entity" means any organization, agency, or institution that is created by local, State, or federal law to provide essential services to the public.
7. "Mayor" means the person elected for this City office, or his/her designee.
8. "Nonprofit Entity" means an entity registered as a nonprofit and in good standing with the State of Utah Department of Commerce, Division of Corporations, or any successor agency.
9. "Nonprofit Organization" means any organization which is entitled to tax exempt status under the laws of either the United States or the State of Utah.
10. "Public Purpose" means the promotion of the health, safety, or general welfare of the City's residents.

3.07.020 Solicitation of City Funds

Persons or entities soliciting City Funds shall submit a complete Application for Funds to the Mayor or City Manager. Applications for Funds that are incomplete or that otherwise fail to meet the requirements of this Chapter may be rejected. The Mayor or City Manager may request additional information from Applicant and the Application for Funds shall not be considered for approval by the City Council until the requested information is submitted.

3.07.030 Grant of City Funds

1. General Provisions. Applications for Funds shall be considered for approval by the City Council. The City Council may grant all or a portion of the City Funds requested as well as determine the timing of the release of any grant of City Funds. The City Council may establish timeframes or other periods for acceptance of Applications for Funds and may budget amounts of City Funds annually available for grants under this Chapter. Applications for Funds shall not be accepted if submitted outside the timeframe or period established by the City Council, if a timeframe or period is established. Applications for Funds shall not be granted if the City Funds budgeted as available for grants under this Chapter are fully expended, if such budget amounts are established for that fiscal year. Applicants are limited to one (1) Application for Funds for consideration by the City Council per fiscal year.

2. Approval. The City Council may approve an Application for Funds provided that the expenditure and Applicant of the requested City Funds meets all of the following criteria:

- A. The City Funds are expended for a Public Purpose that benefits City residents;
- B. The Public Purpose cannot be accomplished, or the benefits thereof cannot be realized unless City Funds are granted;
- C. The City has the financial means to grant the City Funds;
- D. The City Funds shall not be expended in any way or for any purpose that poses legal, financial, or reputational risk to the City; and
- E. The Applicant has the capacity and resources to accomplish the Public Purpose, execute the representations in the Application for Funds, and comply with the requirements of this Chapter.

3.07.040 Requirements for Grant of City Funds By Total Amount Per Applicant

1. Large Grants. For City Funds granted in a total amount of \$ [REDACTED] or more for the fiscal year, the Applicant is required to be a Nonprofit Organization and enter into an Agreement for the Grant of City Funds prior to the release of the City Funds to the Applicant.

2. Moderate Grants. For City Funds granted in a total amount of \$ [REDACTED] to \$ [REDACTED] for the fiscal year, the Applicant is required to be a Nonprofit Entity and enter into an Agreement for the Grant of City Funds prior to the release of the City Funds to the Applicant.

3. Small Grants. For City Funds granted in a total amount of \$ [REDACTED] or less for the fiscal year, Applicant shall execute any acknowledgement, receipt, or other documentation requested by the City prior to the release of the City Funds to the Applicant.

4. Modifications and Additional Requirements. The City Council may modify or waive the requirements of this Section. The City Council may impose requirements for the release of City Funds in addition to the requirements of this Section as necessary to safeguard the City Funds,

verify Applicant representations or secure assurances from Applicant, or protect the City from liability.

3.07.050 Reporting Requirements for City Funds; Financial Audit

1. Disbursement of Funds Report. All persons and entities granted City Funds under this Chapter are required to submit a Disbursement of Funds Report to the Mayor or City Manager within ten (10) months of receipt of the City Funds. The City may request, at any time, any information regarding the expenditure or status of City Funds and the person or entity in receipt of the City Funds shall comply with such requests in a timely manner.

2. Inspection and Audit. All persons and entities granted City Funds under this Chapter are subject to a financial records inspection or financial audit as determined by the City. The City shall provide a reasonable amount of notice, but not less than seven (7) days, of its intent to inspect the person's or entity's financial records or conduct a financial audit.

3.07.060 Fee Waiver Requests

Persons or entities may submit requests for fee waivers by submitting a complete Application for Funds to the Mayor or City Manager. Fee Waiver requests shall be processed and considered in accordance with the requirements set forth in Section 3.91.030. In addition to the criteria under Section 3.91.030, the City Council may consider financial hardship for Fee Waiver requests. The Mayor may authorize Fee Waivers for Governmental Entities.

OPTIONAL

TRANSIENT ROOM TAX

Definitions for the purposes of this Chapter:

(1) "Public Accommodation" means any place providing temporary sleeping accommodations to the public, including motels, hotels, motor courts, inns, bed and breakfast establishments, condominiums, and resort homes.

(2) "Rent" means the charge for the use or occupancy of the public accommodation, including timeshare fees or dues. "Rent" does not include the following charges:

- a. The amount of any sales or use tax imposed by the State of Utah or by any other governmental agency upon the public accommodation.
- b. The amount of any transient room tax levied under authority of Title 17, Chapter 31, Utah Code Annotated 1953, as amended, or its successor;

c. Receipts from the sale of, or service charge for, any food, beverage, or room service charges in conjunction with the use or occupancy of the public accommodation that is not included in the rent charged; and

d. Charges for supplying telephone service, gas, or electrical energy service not included in the rent charged.

(3) "Transient" means a person who occupies a public accommodation for 30 consecutive days or less.

TRANSIENT ROOM TAX.

(1) There is levied upon the business of every person, company, corporation, or other like and similar persons, groups, or organizations providing public accommodations, a tax equal to one and one-half percent (1 1/2%) of the rent charged for each transient occupying a public accommodation.

(2) Effective on the January 1, 2023, the tax levied by Subsection 6-4-102(1) shall be equal to one percent (1%).

TRANSIENT ROOM TAX DUE QUARTERLY.

The transient room tax for each calendar quarter shall become due and payable to the City Treasurer on the first day of the following calendar quarter. Failure to remit payment of the tax within 30 days after the first day of the calendar quarter shall subject the taxpayer to the penalties and interest provided in Section 6-4-104.

PENALTIES AND INTEREST.

The penalty for failure to pay the transient room tax in a timely manner shall be same imposed by Section 59-1-401, Utah Code Annotated 1953, as amended. The City may charge interest for unpaid or underpaid taxes at the rate established by Section 59-1-402, Utah Code Annotated 1953, as amended. The City Council, by resolution, may waive the penalty and interest charged, provided the taxpayer makes timely payment.

REPORT TO STATE TAX COMMISSION.

The City Treasurer shall report all revenues collected under this Chapter to the State Tax Commission, as provided in Section 59-12-207, Utah Code Annotated 1953, as amended.

**MAGNA CITY
AGREEMENT FOR GRANT OF CITY FUNDS**

THIS AGREEMENT FOR GRANT OF CITY FUNDS (“**Agreement**”), is made and entered into as of the ____ day of _____, 202__ (Effective Date), by and between MAGNA CITY (the “**CITY**”), a municipal corporation, and _____, a _____ [registered to do business in Utah] (“**RECIPIENT**”). The **CITY** and **RECIPIENT** may be referred to individually as a “**Party**” and collectively as “the **Parties**” as the context may require.

RECITALS:

WHEREAS, pursuant to Magna City Code Chapter _____, the CITY approved a contribution of public funds in the amount of \$ _____ (“**City Funds**”) under Resolution No. _____ to RECIPIENT; and

WHEREAS, RECIPIENT’s receipt of the City Funds is contingent on RECIPIENT entering into this Agreement regarding the purpose, expenditure, reporting of the City Funds, and other CITY requirements for contribution of the City Funds; and

NOW, THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, RECIPIENT and the CITY AGREE as follows:

AGREEMENT

1. **PURPOSE OF THE CITY FUNDS.** The City Funds shall be expended exclusively for the purposes set forth by RECIPIENT in the Application for Funds, attached hereto as Exhibit A, and incorporated herein. The City Funds shall be expended for no other purpose.
2. **REPORTING.** RECIPIENT shall provide annual financial reports in a format acceptable to the CITY. The report shall demonstrate how the City Funds were expended and outcomes achieved, including tangible and intangible benefits to CITY residents. The annual report will track and report progress toward advancing such purposes and delivery of such benefits. In addition, RECIPIENT shall submit a Disbursement of Funds Report to the City in accordance with Magna City Code Section _____ .
3. **TERM.** The “Term” of this Agreement will commence upon the Effective Date and continue in effect for one (1) year. The Parties may mutually agree to extend the Term in writing in accordance with all applicable laws, ordinances, regulations, and policies. However, any extension shall not include additional City Funds or other funds.
4. **INSURANCE AND INDEMNIFICATION**
 - 4.1. Insurance. If required by the City, RECIPIENT shall carry valid general commercial liability insurance in full force and effect at all times during the Term of this Agreement. At the CITY’s request, RECIPIENT shall provide certificates of insurance to the CITY.

In addition, the CITY may require, in its sole discretion, that RECIPIENT increase its insurance limits, purchase additional insurance coverage, or name the CITY as additionally insured for the Term of this Agreement.

- 4.2 Indemnification. RECIPIENT agrees to indemnify and hold harmless the CITY and its officers, authorized agents, and employees, from and against losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal or intellectual property, however caused, resulting directly from, and to the extent arising out of RECIPIENT's, or its agent's, representative's officer's, employees', or contractor's, breach of contract, negligence, recklessness, or intentional misconduct related to the City Funds contributed under this Agreement or related to any action or activities under the Application for Funds.

5. TERMINATION, NOTICES

- 5.1 Right to Terminate. The CITY may terminate this Agreement for the violation of any of the terms set forth herein. The CITY shall provide written notice to RECIPIENT of the violation and provide RECIPIENT with a reasonable opportunity to correct the violation. If the violation is not corrected to the satisfaction of the CITY, the CITY shall issue a written Notice of Termination. Upon receipt of the Notice of Termination, RECIPIENT will:

- 5.1.1 Return the balance of the City Funds, if any are held by RECIPIENT, to the CITY as soon as reasonably practicable, but in not less than ten (10) days; and
- 5.1.2 Upon demand by the CITY, return the City Funds expended by RECIPIENT to the CITY as soon as reasonable practicable, but not less than ten (10) days after receipt of the Notice of Termination.

- 5.2 Notices. Unless otherwise specified herein, all notices pursuant to, or concerning this Agreement will be delivered to the Parties through standard, certified, or electronic mail (email) at the following addresses. All notices will be deemed to have been received as of the date they are sent to the following addresses, which the Parties may update from time to time in writing.

If to RECIPIENT:

If to THE CITY:

Smith Hartvigsen
Nathan Bracken
257 East 200 South, #500
Salt Lake City, Utah 84010
Email: nbracken@shutah.law

6. ADDITIONAL OBLIGATIONS, RULES, AND REGULATIONS

- 6.1 No Officer or Employee Interest. No officer or employee of the CITY has or will have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer or employee of RECIPIENT, nor any member of their families, will serve on a CITY board or committee or hold any such position which either by rule, practice or action nominates, recommends, or supervises RECIPIENT's operations, or authorizes funding to RECIPIENT. No officer, member, or employee of the CITY and no members of its governing body, and no other public official of the governing body of the locality or localities in which the City Funds provided for in this Agreement is a part will (1) participate in any decision relating to this Agreement which affects a personal interest or the interest of any corporation, partnership, or association in which the foregoing person is, directly or indirectly, interested, or (2) have any interests, direct or indirect, in this Agreement or the proceeds thereto.
- 6.2 Assignability. RECIPIENT may not assign or transfer any interest in this Agreement (whether by assignment or novation) or transfer any of the City Funds provided under this Agreement, without the prior written consent of the CITY.
- 6.3 Interest of RECIPIENT. RECIPIENT covenants that it presently has no interest and may not acquire any interest, direct or indirect, which would conflict in any manner or degree with the expenditure of the City Funds as specified in this Agreement. RECIPIENT further covenants that, in the expenditure of the City Funds, no person having any conflicting interest will be employed.
- 6.4 Relationship of Parties. RECIPIENT is an independent entity from the CITY. No other legal relationship is formed by this Agreement, and in no manner is RECIPIENT an employee or agent of the CITY. The Parties have no authorization, express or implied, to bind the other Party. The Parties shall not perform any such acts as an agent for the other Party.
- 6.5 No Contingent Fees. RECIPIENT warrants that no person or company has been employed or retained to solicit or secure this Agreement or the City Funds upon a contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees; nor has RECIPIENT paid or agreed to pay any person, company, corporation, or firm, other than a bona fide employee, any fee, commission upon, or resulting from award of this Agreement. For any breach or violation of this provision, the CITY will have the right to terminate this Agreement without liability and, at its discretion, to demand and recover the full amount of the City Funds and any other applicable damages. Further, the CITY will report the details of such breach or violation to the proper legal authorities where and when appropriate.
- 6.6 Amendments. This Agreement may not be amended, enlarged, modified, or altered, except in writing signed by the Parties.
- 6.7 Entire Agreement. The CITY and RECIPIENT acknowledge and agree that this Agreement constitutes the entire integrated understanding between the CITY and RECIPIENT, and that there are no other terms, conditions, representations, or understandings, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. The Agreement documents are complementary and what is called for by any one of them will be as binding as if called for by all.
- 6.8 Applicable Law and Venue. The provisions of this Agreement will be governed by and construed in accordance with the laws of the State of Utah. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, will be commenced, maintained, adjudicated, and resolved in the Third Judicial District Court for the State of Utah in Salt Lake County.
- 6.9 Government Records Access and Management Act. The CITY is a governmental entity that is subject to Utah's Government and Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to 901. Any documents produced or collected under this Agreement may be subject to public access. If RECIPIENT believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), RECIPIENT must provide a written claim of business confidentiality to the CITY that complies with Utah Code Ann. § 63G-2-309(1). RECIPIENT agrees to cooperate with and to supply any requested records to the CITY with any public records request. This obligation will survive any suspension or termination this Agreement.

- 6.10 Attorneys' Fees. In the event of any litigation arising out of this Agreement, the recovery of reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record, will be apportioned in accordance with State law.
- 6.11 CITY's Right to Inspect Records. At any time during the Term of this Agreement, at the CITY's request, the CITY shall be entitled to inspect any and all of RECIPIENT's financial, operational, and/or entity documents, records, accounts, and systems. RECIPIENT shall provide the CITY with the requested records and documents within five (5) of receipt of CITY's request.
- 6.12 Non-Waiver. Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, may not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval may not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.
- 6.13 Counterparts/Electronic Signatures. This Agreement may be executed in counterparts, each of which when taken together will constitute one complete agreement. Electronic signatures will be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.
- 6.14 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any Party or circumstance will to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, may not be affected thereby, and each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- 6.15 Binding Effect. This Agreement will be binding upon the Parties and their respective permitted successors and assigns.
- 6.16 Authority. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.
- 6.17 Incorporation of Exhibits/Recitals. The Exhibits and Recitals set forth in this Agreement are incorporated herein by reference and attachment.
- 6.18 Government Immunity. The CITY advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7 of Utah Code Ann., as amended). The CITY does not waive any procedural or substantive defense or benefit provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Utah Code Ann. § 63G-7-604 regarding the limitation of judgments. Any indemnity and insurance obligations incurred by the CITY under this Agreement are expressly limited to the amounts identified in the Act.
- 6.19 Legal Compliance. RECIPIENT shall comply with all applicable State, local, and federal laws, rules, regulations, and orders. RECIPIENT is responsible for all applicable federal, State, and local taxes, all FICA contributions, and any other tax related reporting requirements.
- 6.20 Successor Legislation. Any statute referred to in this Agreement will 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.
- 6.21 Interpretation. In this Agreement, unless the context otherwise requires:
- 6.21.1 The captions and section headings used in this Agreement are for descriptive purposes only and do not limit, define, or enlarge the terms of this Agreement.
- 6.21.2 Use of the singular, plural, or a gender will include the other, and the use of the words "include" and "including" will be construed to mean "without limitation" or "but not be limited to."
- 6.21.3 The word "may" is permissive; the words "may not" are prohibitive; and the word "will" is mandatory or required; and
- 6.21.4 The present tense includes the future tense, unless otherwise specified.

IN WITNESS WHEREOF, each of the Parties execute this Agreement as of the Effective Date.

MAGNA CITY:

RECIPIENT

By: _____

Attest:

By: _____

Name: _____

Title: _____

Exhibit A
APPLICATION FOR FUNDS