



MAGNA METRO TOWNSHIP COUNCIL
Meeting Agenda
February 8, 2022

Webster Center
8952 West Magna Main Street
Magna, Utah 84044

PUBLIC NOTICE IS HEREBY GIVEN that the Magna Metro Township Council will hold a regular meeting on the **8th day of February 2022** at the Webster Center, 8952 West Magna Main Street Magna, Utah as follows:

Portions of the meetings may be closed for reasons allowed by statute. Motions relating to any of the items listed below, including final action, may be taken.

Due to continuing concerns regarding the COVID-19 pandemic, this meeting will be held at the anchor location and electronically for members of the staff and/or public that cannot attend due to social distancing or other health reasons. Seating is limited and may be restricted to the Trustees, staff, participants, and limited numbers of the general public. Pursuant to Health Orders, masks may be required, and social distancing maintained. The general public may attend electronically by following the information noted at the end of this agenda. **

6:00 PM – OPEN WORKSHOP MEETING

1. Discussion / Clarification of Agenda Items
2. Discuss Magna United/Magna “Community that Cares” Program *[Kellen Schalter, Program Director: Magna United/Magna CTC]*
3. Discuss Options for Redistricting Magna Metro Township Council Districts *[Rori Andreason, Administrator]*
4. Discuss Rules of Order and Procedure for the Magna Metro Township *[Rori Andreason, Administrator]*
5. Discuss Lease with Webster Foundation *[Council Member Eric Barney]*
6. Discuss Conflicts of Interest Forms *[Rori Andreason, Administrator]*
7. Other Business/Discussion Issues for Future Meetings
8. Close Workshop Meeting

BUSINESS MEETING – (After up to a 10 Minute Break)

1. CALL TO ORDER
2. Determine Quorum
3. Pledge of Allegiance
4. Unified Police Department Report *[Chief Del Craig]*
5. Approval of Minutes
5.1 January 11, 2022 Council Meeting

6. **PUBLIC COMMENTS** *(Limited to 3 minutes per person)*

Any person wishing to comment on any item not otherwise scheduled for public hearing on the agenda may address the Council at this point by stepping to the microphone and giving their name for the record. ***Comments should be limited to not more than three (3) minutes unless additional time is authorized by the Governing Body.***

7. PUBLIC HEARING- 7:00 PM

7.1 Discussion and Public Comments Regarding Amending Chapter 7.01 of the Magna Metro Township Municipal Code Regarding Cemeteries *[Paul Ashton, Attorney]*

ACTION: Consider Approval of ***Ordinance No. 22-O-01*** An Ordinance Amending Chapter 7.01 the Magna Metro Township Municipal Code regarding Cemeteries

8. ACTION ITEMS

8.1 Discussion and Possible Motion to Consider ***Resolution No. 22-02-01*** A Resolution of Magna Metro Township Council Approving and Authorizing the Execution of an Interlocal Cooperation Agreement with the Magna Water District and to Pay the Magna Water District \$33,950.07 from Magna's CARES Act Funding for the Magna Water District's COVID-related expenses *[Rori Andreason, Administrator]*

8.2 Discussion and Possible Motion to Consider ***Resolution No. 22-02-02*** A Resolution of the Magna Metro Township Council Approving the Reappointment of J. Todd Richards as a Regular Planning Commission Member For A Three-Year Term Ending January 31, 2025 *[Rori Andreason, Administrator]*

8.3 Discussion and Possible Motion to Consider ***Resolution No. 22-02-03*** A Resolution of the Magna Metro Township Council Approving the Reappointment of Ammon Lockwood as a Regular Planning Commission Member For A Three-Year Term Ending January 31, 2025 *[Rori Andreason, Administrator]*

8.4 Discussion and Possible Motion to Consider ***Resolution No. 22-02-04*** A Resolution of the Magna Metro Township Council Approving the Reappointment of Aaron Weight as a Regular Planning Commission Member For A Three-Year Term Ending January 31, 2025 *[Rori Andreason, Administrator]*

8.5 Discussion and Possible Motion to Refer to the Planning Commission Amendments to the PC Zoning Requirements to Require the "Neighborhood" designation to Require a Percentage of Two Housing Density Ranges and Address Deficient 20' Minimum Setback Requirements *[Council Member Eric Barney]*

8.6 Discussion and Possible Motion to Consider ***Ordinance No. 22-O-02*** An Ordinance Adopting Chapter 9.48 of the Magna Metro Township Municipal Code Regarding Noise Pollution Control *[Paul Ashton, Attorney]*

9. COUNCIL REPORTS

10. ADMINISTRATOR REPORT

11. ANNOUNCEMENTS

12. CLOSED SESSION

12.1 Discuss the Character, Professional Competence, Or Physical Or Mental Health of an Individual

13. ADJOURN

Upon request with three (3) working days' notice, the Greater Salt Lake Municipal Services District, in support of the Magna Metro Township, will make reasonable accommodations for participation in the meeting. To request assistance, please call (385) 468-6703 – TTY 711.

A copy of the foregoing agenda was posted at the following locations on the date posted below: Magna Metro Township website at www.magnametrotownship.org and the State Public Notice Website at <http://pmn.utah.gov>. Pursuant to State Law and Magna Ordinance, Councilmembers may participate electronically. Pursuant to Utah Code Ann. § 52-4-205, Parts of Meetings may be Closed for Reasons Allowed by Statute.

Magna Metro Township Council Meetings

Tue, Feb 8, 2022 6:00 PM - 9:00 PM (MST)

Please join my meeting from your computer, tablet, or smartphone.

<https://meet.goto.com/903000941>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

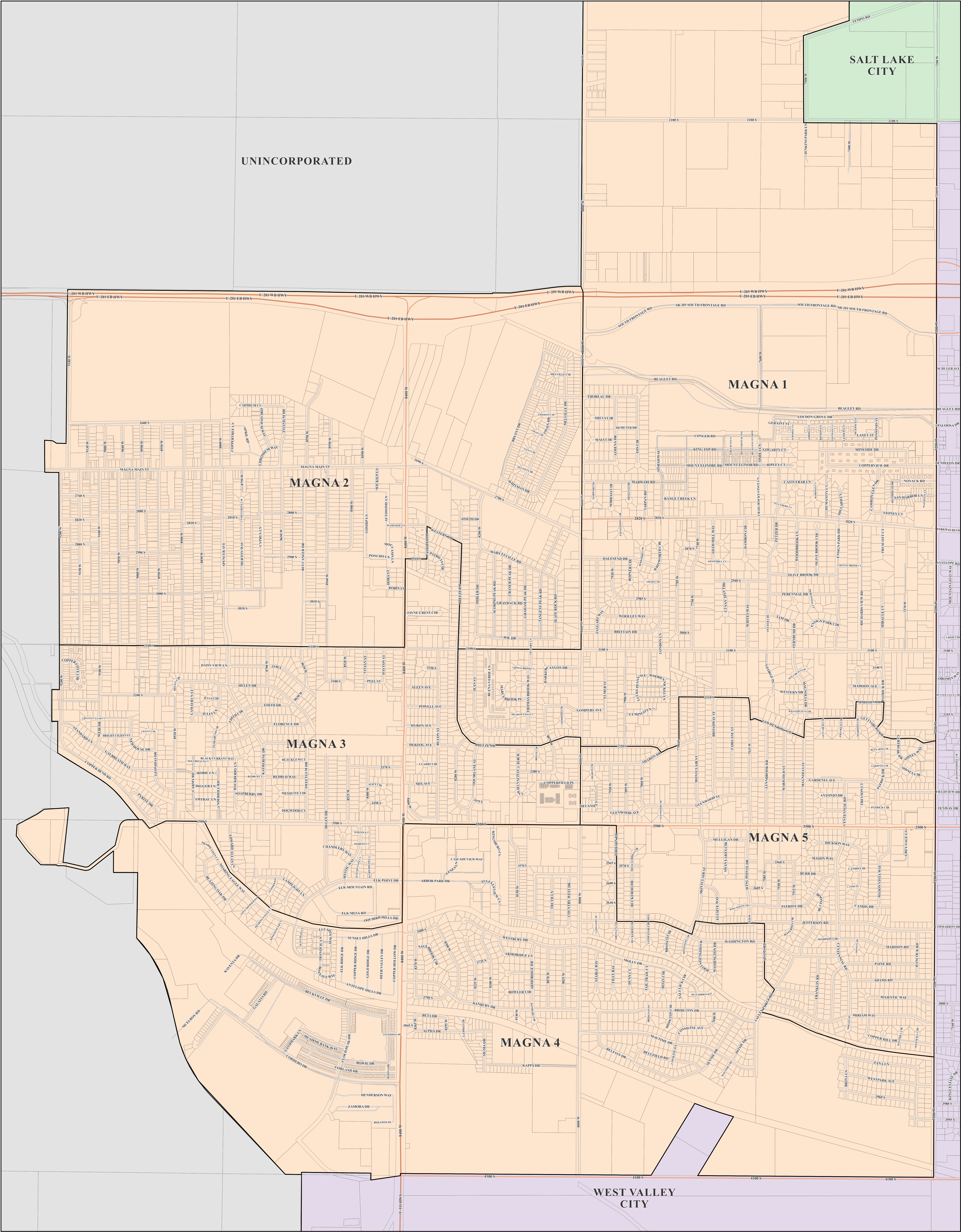
United States: +1 (646) 749-3122

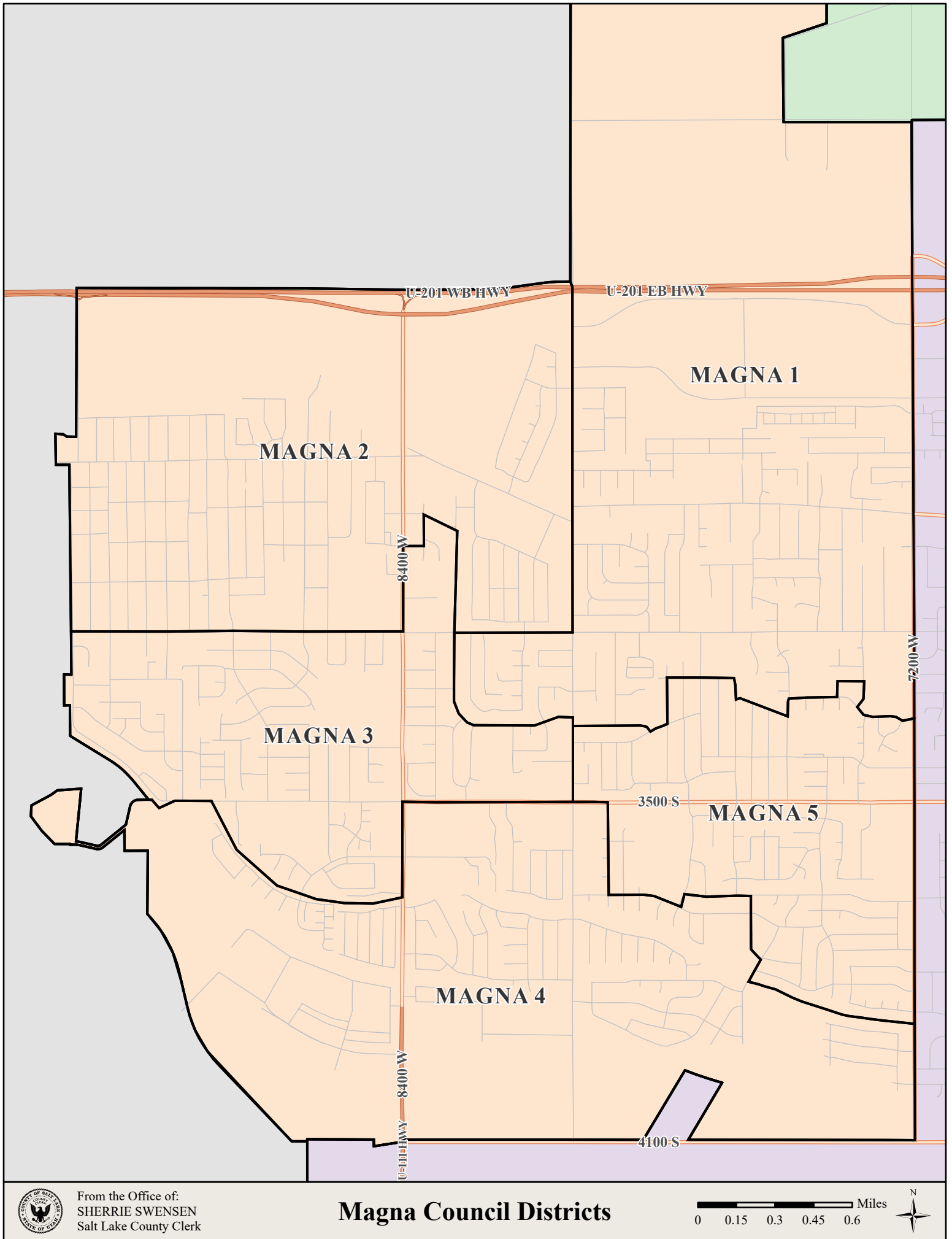
- One-touch: tel:+16467493122,,903000941#

Access Code: 903-000-941

Get the app now and be ready when your first meeting starts: <https://meet.goto.com/install>

POSTED: February 6, 2022





From the Office of:
SHERRIE SWENSEN
Salt Lake County Clerk

Magna Council Districts

0 0.15 0.3 0.45 0.6 Miles



Magna Metro Township	
Total Population, 2020 Census:	29,251

CURRENT			
	Population	Ideal	+/-
District 1	5,790	5,850	-60
District 2	6,187	5,850	337
District 3	6,121	5,850	271
District 4	5,713	5,850	-137
District 5	5,440	5,850	-410

Variance: 12.07%

EXAMPLE 1			
	Population	Ideal	+/-
District 1	5,984	5,850	134
District 2	5,669	5,850	-181
District 3	5,809	5,850	-41
District 4	5,950	5,850	100
District 5	5,839	5,850	-11

Variance: 5.26%

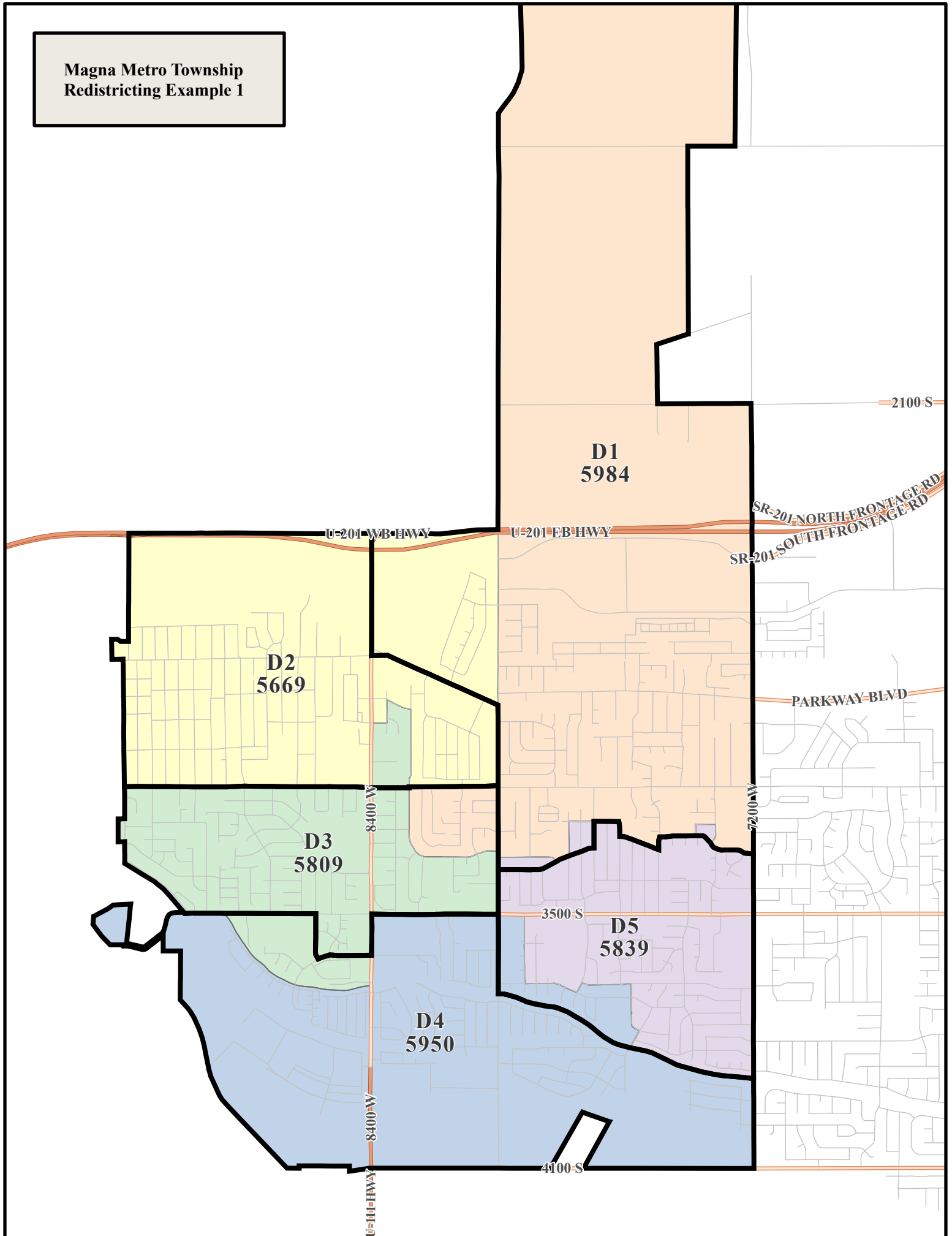
EXAMPLE 2			
	Population	Ideal	+/-
District 1	5,816	5,850	-34
District 2	5,943	5,850	93
District 3	5,809	5,850	-41
District 4	5,950	5,850	100
District 5	5,733	5,850	-117

Variance: 3.65%

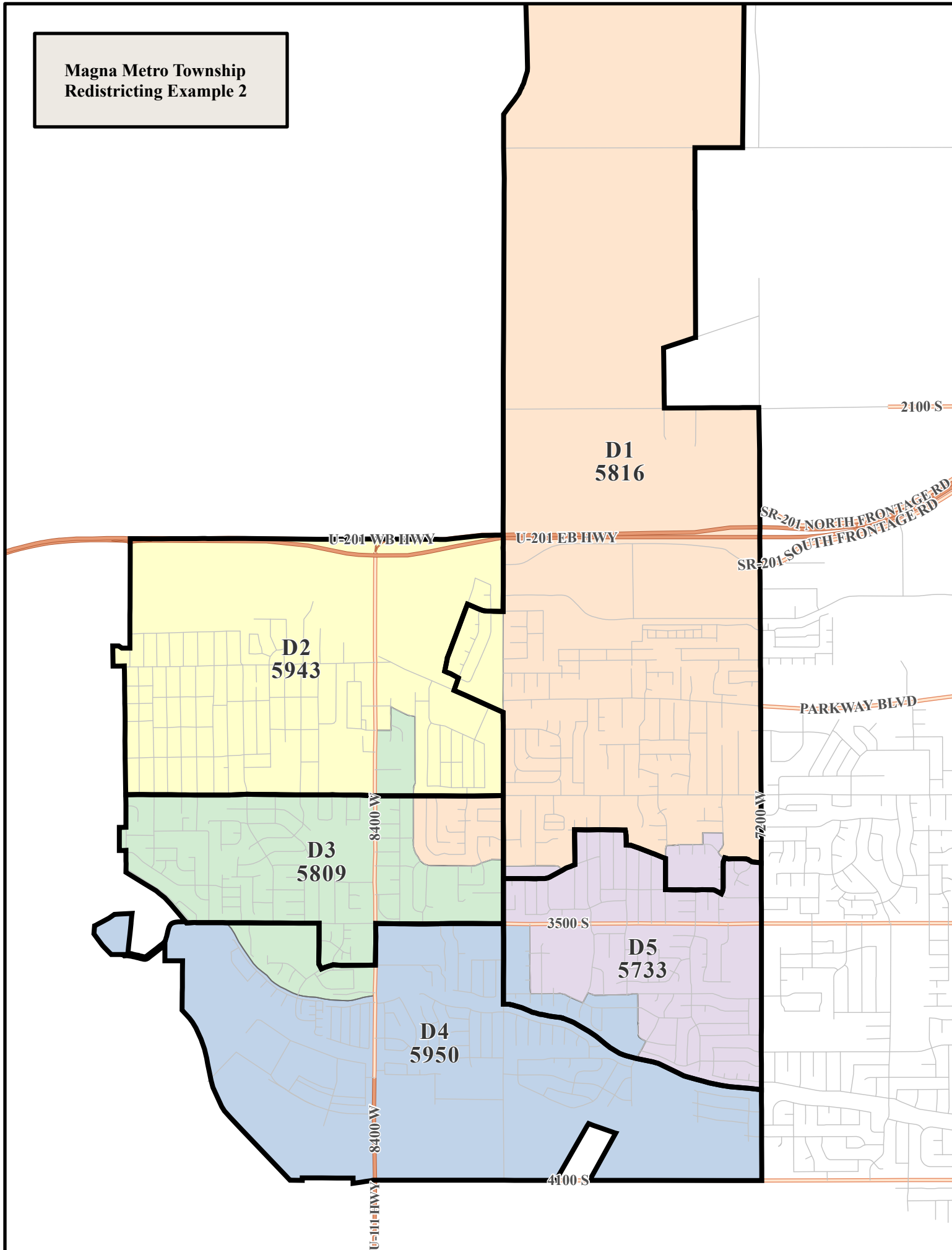
EXAMPLE 3			
	Population	Ideal	+/-
District 1	6,020	5,850	170
District 2	5,917	5,850	67
District 3	5,862	5,850	12
District 4	5,729	5,850	-121
District 5	5,723	5,850	-127

Variance: 4.93%

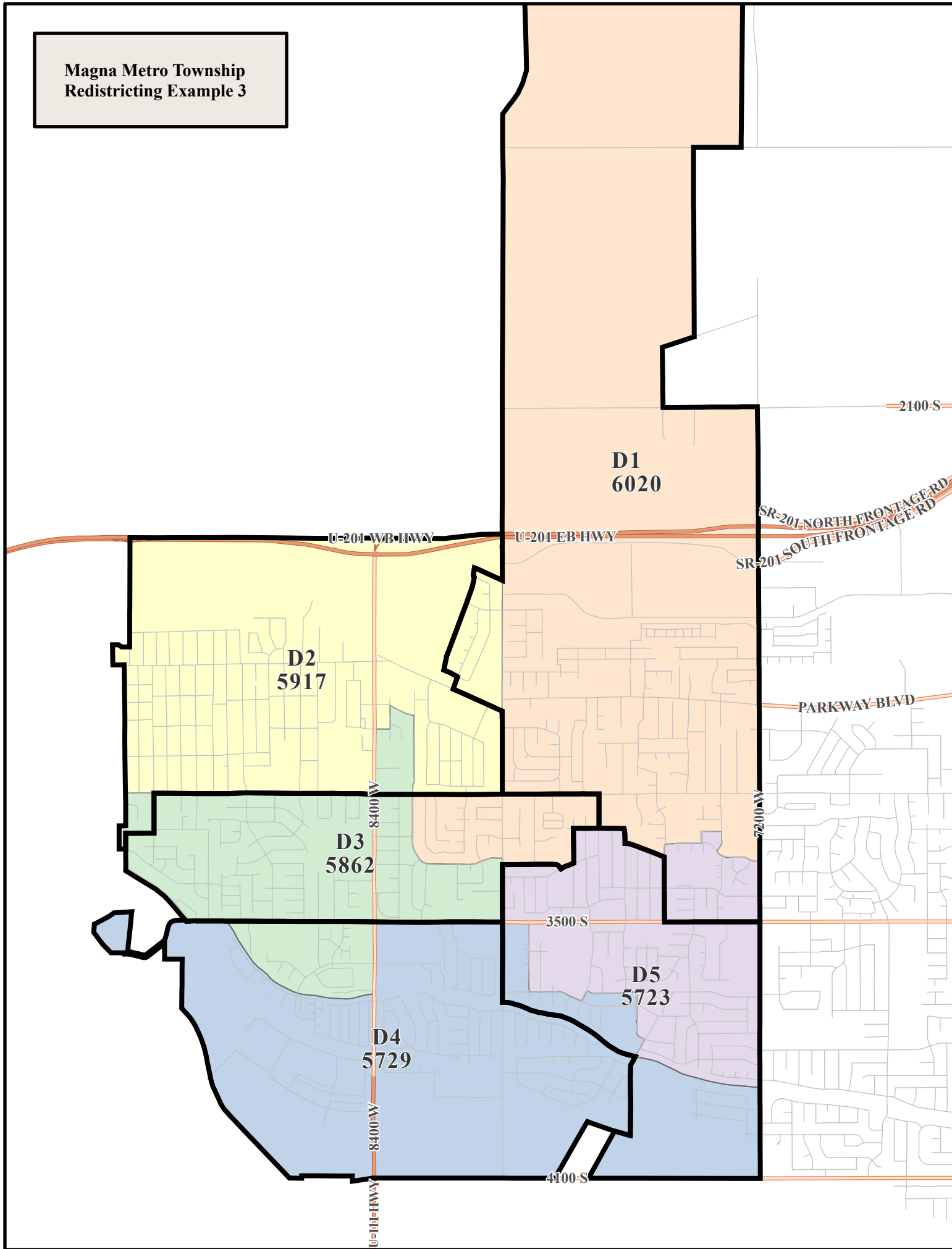
**Magna Metro Township
Redistricting Example 1**



Magna Metro Township
Redistricting Example 2



Magna Metro Township
Redistricting Example 3



RESOLUTION NO. 17-05-02

May 2, 2017

A RESOLUTION OF THE MAGNA METRO TOWNSHIP COUNCIL
APPROVING THE RULES OF PROCEDURE FOR THE MAGNA METRO
TOWNSHIP PLANNING COMMISSION

RECITALS

1. The Magna Metro Township Planning Commission (the "Commission") has reviewed and recommended approval of Rules of Procedure ("Bylaws") to govern their operations.

2. It has been determined that the best interest of the Magna Metro Township and the general public will be served by the approval of the Bylaws attached to this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Magna Metro Township Council that the Bylaws for the Commission attached hereto as Exhibit A, are hereby approved.

APPROVED and ADOPTED this 2 day of May, 2017.

MAGNA-METRO TOWNSHIP COUNCIL

By:

Dan W. Peay
Dan Peay, Chair

ATTEST:

Sherrie Swensen
Sherrie Swensen, Metro Township Clerk

Magna Metro Township Council Member Ferguson voting ATO
Magna Metro Township Council Member Hull voting ATO
Magna Metro Township Council Member Peay voting ATO
Magna Metro Township Council Member Peel voting ATO
Magna Metro Township Council Member Prokopis voting ATO

APPROVED AS TO FORM:

[Signature]
Metro Township Attorney
Date: 5/2/17

EXHIBIT A

Magna Metro Township Planning Commission

RULES OF PROCEDURE

These Rules and Procedures (“Rules of Procedure”) shall govern the proceedings of the Magna Metro Township Planning Commission (herein referred to as “the Commission”) and shall be consistent with applicable provisions of the Utah Code and Magna Metro Township Code of Ordinances.

I. Authority and Duties

The Magna Metro Township Planning Commission shall act on all planning matters that arise within the Township’s jurisdiction as required or permitted by the Magna Metro Township Code of Ordinances.

II. Membership

Section 1. Appointment of Members– Any resident of Magna Metro Township interested in the authority and duties of the Magna Metro Township Planning Commission may be appointed a Member as outlined in Magna Metro Township ordinance and in line with the approved policies and procedures of the Magna Metro Township Council. Any resident residing within the Township interested in the authority and duties of the Township Planning Commission may be appointed a Member of the Magna Metro Township Planning Commission as outlined in Magna Metro Township ordinance and in line with the approved policies and procedures of the Magna Metro Township Council. All members including those seeking reappointment must follow the application and appointment policies set forth by the Magna Metro Township Council. Membership shall be available without regard to race, color, creed, sex, religion, age, disability, sexual orientation, marital status, or national origin.

1. Membership – The Commission shall be composed of seven (7) Regular Members and two (2) alternates members (“Alternate Members”) appointed by the Magna Metro Township Council. Regular Members, together with Alternate Members (when applicable) shall be referred to as “Members.”
2. Alternates – Two (2) appointed Alternates designated as “Alternate One” and “Alternate Two” shall serve in place of any absent Regular Member. Alternates should attend and participate as Commission Members at each meeting, but shall only vote when not all Regular Members are present, and should be seated separately from the dais during the meeting proceedings. Also, the Alternate is to be considered a Regular member for that meeting only. If only one Regular Member is absent for a meeting, the designated “Alternate One” shall serve as a Regular Member for that meeting. If “Alternate One” is not present, “Alternate Two” shall serve as a Regular Member for that Meeting. If two Alternates are needed, “Alternate One” and “Alternate Two” shall both serve as Regular Members for that meeting.

Section 2. Rights of Members– All Members, including the Chair, shall be entitled to one vote on all matters properly brought before the Commission for action. Proxy votes shall not be permitted and Members must be present to vote unless otherwise allowed by a duly adopted policy on electronic meetings.

Section 3. Supporting Agency – Salt Lake County Planning and Development Services shall be the supporting agency of the Magna Metro Township Planning Commission (“Supporting Agency”) and shall

digitally record all meetings, make recordings available to the public within three (3) business days, take written minutes, and post all agendas and meeting activities to the Utah Public Notice website twenty-four (24) hours prior to each meeting.

1. Creation of Agenda – The Supporting Agency staff, with consultation from the Chair, shall create the agenda for each regular meeting and shall send an agenda to the Commission.

Additional items may be placed on the business meeting section of the agenda at the business meeting by the Commission or Supporting Agency staff.

2. Other County and State agencies are encouraged to attend meetings and build partnerships with the Commission. These agencies include but are not limited to:

- a. UDOT
- b. UTA
- c. SLCo Public Works Engineering
- d. SLCo Parks and Recreation
- e. SLCo Public Works Operations
- f. SLCo Transportation
- g. SLCo District Attorney
- h. Unified Police
- i. Unified Fire
- j. Salt Lake County Health Department
- k. All Metro Township Community Councils
- l. SLC Public Utilities
- m. U.S. Forest Service
- n. U.S. Army Corp of Engineers
- o. Utah State Department of Natural Resources Division of Water Rights
- p. Metro Township Council Members
- q. Other Staff Members
- r. Other Metro Township Planning Commission Members

Section 4. Commission Member Terms— Regular and Alternate Members shall be appointed for a term of three (3) consecutive years. Members shall not be appointed for more than two (2) consecutive three (3) year terms. A Member may continue to serve beyond their appointed term until a successor is appointed. A Regular Member who has served two (2) full consecutive terms shall not be appointed as an Alternate Member following their final term for a period of at least one (1) year. All appointments shall be made with consideration for staggered terms.

Section 5. Training – Within three (3) months of being first appointed, all Members should meet with the Supporting Agency staff to review the Rules of Procedure, the General Plan, and County Ordinances and Policies. Failure to comply with this provision may result in removal of the Member from the Commission. All Members should attend additional trainings scheduled from time to time by the Support Agency. Attendance is also required at all training sessions and will be recorded.

Section 6. Attendance – Members shall regularly attend meetings. A Member may be removed from the Commission if he/she has three (3) unexcused absences from Commission meetings within a one-year time period.

Section 7. Excused and Unexcused Absences – A Member unable to attend a meeting must contact the Supporting Agency at least twenty-four (24) hours prior to the scheduled meeting and indicate the reason for being absent. Members who give less than 24 hour notice shall be considered unexcused, except when the Chair has approved a valid reason. Any absences, excused or unexcused, shall be recorded in the meeting minutes.

Section 8. Member Responsibilities – As a Member of the Commission, each member shall be responsible to:

1. Read and study the agenda, staff reports and all attached documents prepared by Supporting Agency staff so that they are fully informed about each application prior to the scheduled public meeting.
2. Act in a courteous and respectful manner to their fellow Members, the Supporting Agency staff, and the public, during all meetings.
3. Attend the meetings and arrive on time.

Section 9. Removal Proceedings – Removal from the Commission shall be in accordance with Magna Metro Township Ordinance by the Magna Metro Township Council. In the event the Commission determines, by a majority vote of all Members, that it is in the best interest of the Commission and the Magna Metro Township that a Member be removed, the Commission shall make a recommendation to the Magna Metro Township Council to initiate removal proceedings.

Section 10. Vacancies – A Member may resign at any time by giving written notice of such resignation to the Chair and Supporting Agency. Resignations shall be recorded in the meeting minutes. Any vacancy during a Member's term shall be filled in the same manner as a regular appointment and the person appointed shall serve the remainder of the unexpired term.

Section 11. Compensation and Reimbursement – Members shall receive no compensation for their services. If authorized by the Magna Metro Town Council, Members may be reimbursed for any reasonable expense they may incur for activities conducted. All reimbursements shall be processed through the Magna Metro Town Council and must be in accordance with Utah Code and Magna Metro Township Ordinances.

III. Officers

Section 1. Election of Officers – As the first order of business at the first regularly scheduled meeting of the year, the Commission shall hold elections for the positions of Chair and Vice Chair from among Regular Members by a majority vote of the present Members. All election practices shall comply with Robert's Rules of Order.

Section 2. Officer Terms - Officers shall serve a term of one (1) year and are allowed to serve up to two (2) consecutive terms. Members shall not serve in an office beyond their Commission appointment term.

Section 3. Officers Duties

1. The Chair Shall:
 - a. Serve as the Presiding Officer of the Commission
 - b. Implement the Rules of Procedure

- c. Coordinate with the Supporting Agency staff to provide an agenda for each public meeting, and timely reports and other relevant information to the Commission
- d. Execute all official documents and letters of the Commission
- e. Identify and bring before the Commission such policy matters as are within the purview of the Commission

2. The Vice Chair Shall:

- a. Assist the Chair in all necessary capacities
- b. Assume the duties and responsibilities for the Chair in all instances where the Chair is not available or unable to carry out the duties and responsibilities
- c. Identify and bring before the Commission such policy matters as are within the purview of the Commission

Section 4. Chair *pro tem* – In the absence or incapacity of both the Chair and the Vice Chair for a Commission meeting, the Regular Members present at the meeting shall elect a Chair *pro tem* to serve as Presiding Officer only for that meeting. Alternate Members shall not serve as Chair *pro tem*.

IV. Meetings of Members

Section 1. A Quorum shall consist of four (4) of the current appointed Members and shall be necessary to conduct any business of the Commission.

Section 2. Adherence to County, State, and Federal Law – All meetings shall generally adhere and comply with Roberts Rule of Order. All meeting shall adhere to the Utah Open and Public Meetings Act, and the Government Records Access Management Act (GRAMA).

Section 3. Regular Meetings – Meeting locations shall be publicly noticed and held each month. Annual notice of meeting dates shall be published at the beginning of each calendar year. In addition, dates and times of the meeting shall be posted on the Utah Public Notice website a minimum of twenty-four (24) hours prior to each meeting in accordance with state law.

Section 4. Special Meetings – Special meetings may be called by the Chair or Supporting Agency staff, with the consent of the Chair, at any time, provided that a preferred seventy-two (72) hours' notice (minimum of twenty-four (24) hours' notice) is given to each Member before the meeting is held and a minimum of twenty-four (24) hours' notice is posted on the Utah Public Notice website. Such meetings may include fieldtrips.

Section 5. Meeting Cancellation – Notice of cancellation of a meeting shall be posted. If a meeting is rescheduled the new meeting time, date, and location shall be posted on the Utah Public Notice website a minimum of twenty-four (24) hours prior to the meeting in accordance with state law.

V. Subcommittees

The Chair may create nine-month time limited subcommittees as deemed necessary. Members of subcommittees shall be Commission Members.

VI. Procedures

A. Business Meeting

Section 1. The Commission shall conduct a business meeting as a component of each regularly scheduled meeting. The Supporting Agency staff, or the Commission, by a majority vote, may adjust the scheduled time as needed. Members of the public may attend such meetings, but will not participate unless invited to do so by the Chair.

Section 2. The first order of business shall be the review and acceptance of the agenda. The second order of business shall be the review, correction, and approval of the minutes from the previous meeting. Additional items may be added to the business meeting section of the agenda by the Supporting Agency staff or the Commission, by a majority vote. The Commission may also discuss and render decisions on noticed policy issues and administrative matters that do not require public input. Special presentations, reports, and updates from the Supporting Agency staff that do not require a decision may also be made. During a business meeting, there shall be no discussion of an application, request, or approval scheduled for the regular meeting.

B. Meeting Procedures

Section 1. Order – The order of business at the regular meeting shall follow the noticed agenda. The Chair, with the consent of the Commission, by a majority vote, or upon recommendation of the Supporting Agency staff, may consider matters out of the agenda order.

Section 2. Decisions – A matter for decision will be placed before the Commission by motion made by any Regular Member present at the meeting. The Chair shall not make motions before the Commission except in the absence of a response from other Regular Members to an invitation by the Chair that a motion on a pending matter would be in order. Any Regular Member may second a motion. Alternates may make motions and second motions only if they are serving as a Regular Member for the meeting.

Section 3. A majority vote by the present Members in favor of a motion shall carry the motion.

Section 4. Following a seconded motion, the Supporting Agency staff may ask each Member to verbally pronounce their name and vote and shall record each individual vote in the written minutes as an “aye” or “nay”.

C. Procedures for Applications

Section 1. Application Public Hearing Procedure

1. Any person or entity may appear in person or be represented by an authorized agent at any meeting of the Commission
2. Unless altered by the Chair, the order of the procedure at a public hearing on an application shall be:
 - a. Presentation of the application by the Supporting Agency staff, including its recommendations and a summary of pertinent written comments and reports concerning the application
 - b. The applicant's presentation, not to exceed fifteen (15) minutes

- c. Any group representing the area in which the subject property is located, not to exceed five (5) minutes
- d. Persons other than the applicant in favor of, or not opposed to, the application, not to exceed three (3) minutes per person
- e. Persons opposing the application, in whole or in part, not to exceed three (3) minutes per person
- f. Rebuttal by the applicant as necessary to respond to new issues raised by other parties, not to exceed five (5) minutes
- g. Surrebuttals may be allowed at the discretion of the Chair.

Section 2. Application Public Hearing Rules

1. Each speaker, before talking, shall give his or her name and address
2. Unless otherwise allowed by the Chair, no questions shall be asked by the speaker or Commission Members
3. Only one speaker is permitted before the Commission at a time
4. The discussion must be confined to essential points stated in the application bearing on the desirability or undesirability of the application
5. The Chair may cease any presentation or information that has already been presented and acknowledge that it has been noted in the public record
6. No personal attacks shall be indulged in by either side, and such action shall be sufficient cause for stopping the speaker from proceeding
7. No applause or public outbursts shall be permitted
8. The Chair or Supporting Agency staff may request police support to remove offending individuals who refuse to abide by these rules

Section 3. Discussion and Vote – After all presentations have been made the Chair may request or entertain a motion to close the public hearing. Members may continue to discuss the application among themselves. Following this discussion on the application, a motion must be made and seconded, which may include; Approval, Approval with Conditions, Denial, a Recommendation to the Magna Metro Township Council (as appropriate), or Continuation of the item to a future meeting for decision.

Section 4. Decisions –A decision of the Commission on an application shall be documented in writing by the Supporting Agency staff and shall include reasons for the decision. The written decision shall be posted.

VII. Ethics and Conflicts of Interest

Section 1. Compliance -All Members shall abide by Utah Code and, annually complete the necessary volunteer forms, documents, and training.

Section 2. Voting Recusal: Member – See Section 2.07.201 (Magna Metro Township Ethics Code, Conflict of Interest), and Chapter 2.70 of Magna Metro Township Ordinance (Quasi-Judicial Functions Standards of Conduct) for complete requirements. A member of the Commission who has a restricted conflict of interest as defined by Magna Metro Township Ordinance shall declare the conflict of interest and recuse themselves from the meeting. Members, who have unrestricted conflicts of interest as defined in Magna Metro Township Ordinance, shall declare the conflict of interest at the meeting, and may recuse themselves, but are not required to do so.

Section 3. Ex Parte Communications – No member of the Commission shall have any ex parte discussion regarding any administrative land use application before the Commission. Ex parte communication means any communication with interested parties of an administrative land use application coming before the Commission prior to the Commission reaching a final decision. An administrative land use application means any land use application where by statute or ordinance the Commission is the final decision-maker.

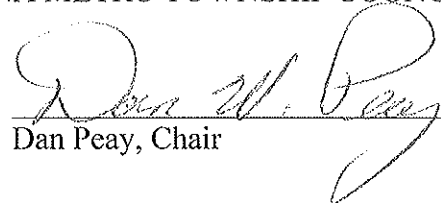
VIII. Amendments and Adoption

A. Adoption and Amendment Procedure

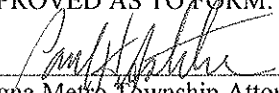
The Commission may recommend approval and/or amendments of these Rules of Procedure to the Magna Metro Township Council. All amendments must be consistent with all other Magna Metro Township ordinances and policies.

MAGNA METRO TOWNSHIP COUNCIL

By:


Dan Peay, Chair

APPROVED AS TO FORM:


Magna Metro Township Attorney
Date: 9/18/17



Rules of Meeting Procedures 2017

MAGNA METRO TOWNSHIP

RULES OF MEETING PROCEDURE

David Church, Esq. League General Counsel

The 2011 Utah Legislature has now required all cities and towns to adopt rules of procedure and order for its council meetings and planning commission meetings.¹ Prior to this the state law established some minimum rules of procedure and of course required us all to follow the Utah Open and Public Meetings Act. These rules are generally found in Utah Code 10-3-502 through 10-3-608 but additional rules regarding notice, agenda and minutes are found in the Utah Open and Public Meetings Act which is found at Utah Code 52-4-101 et seq.

[Index](#) **Utah Code**
[Title 10](#) **Utah Municipal Code**
Chapter 3 Municipal Government

[Part 2](#) Election of Governing Body
[Part 3](#) Membership on Governing Body, Vacancies, and Power to Vote
[Part 5](#) Meetings, Procedure, and Conduct - Voting
[Part 6](#) Public Meetings, Executive Sessions, Records and Publication, Procedure
[Part 7](#) Municipal Ordinances, Resolutions, and Procedure
[Part 8](#) Municipal Administration
[Part 9](#) Appointed Officials and Their Duties
[Part 10](#) Civil Service Commission
[Part 11](#) Personnel Rules and Benefits
[Part 13](#) Municipal Officers' and Employees' Ethics Act

Attached are three drafts of potential rules of procedure I have been working on. Obviously nothing in any of these proposed sets of rules were contained in the tablets Moses got from the burning bush so feel free to change cut, combine or change them as you will.

The first set of rules is what I see most often happening in cities and towns when I visit a council meeting. I call it the informal meeting procedure. I included in this some state law provisions just to remind us what the law already requires and for those people who do not keep at the ready either a copy of the Utah State Code or an attorney.

The second set of rules is a simple but formal set of rules that some people will like. They simply adopt Roberts Rules of Order. Unfortunately Roberts Rules of Order can be complicated and require some training. There are also various editions and compilations of the rules so you have to pick a book as the official one to use. I did not include in this the sections from the Utah Code as I assume if you can afford a copy of Roberts Rules of Order then you probably have a copy of the state law.

¹ Utah Code 10-3-606 for city or town council and Utah Code 10-9a-301 for planning commission.

RULES OF PROCEDURE and ORDER

(Short and informal)

Pursuant to Utah Code 10-3-606 the City hereby adopts the following rules of order and procedure to govern the meetings of the City Council.

RULE NO. 1.

The City shall comply with the all required procedures contained in Utah Code including the following Sections:

10-3-502. Regular and special council meetings.

- (1) The council of each municipality shall:
 - (a) by ordinance prescribe the time and place for holding its regular meeting, subject to Subsection (1)(b); and
 - (b) hold a regular meeting at least once each month.
- (2) (a) The mayor of a municipality or two council members may order the convening of a special meeting of the council.
 - (b) Each order convening a special meeting of the council shall:
 - (i) be entered in the minutes of the council; and
 - (ii) provide at least three hours' notice of the special meeting.
 - (c) The municipal recorder or clerk shall serve notice of the special meeting on each council member who did not sign the order by delivering the notice personally or by leaving it at the member's usual place of abode.
 - (d) The personal appearance by a council member at a special meeting of the council constitutes a waiver of the notice required under Subsection (2)(c).

10-3-504. Quorum defined.

The number of council members necessary to constitute a quorum is:

- (1) in a municipality with a seven-member council, four;
- (2) in a municipality with a five-member council, three; and
- (3) in a municipality operating under a six-member council form of government, three, excluding the mayor.

10-3-505. Compelling attendance at meetings of legislative body.

The legislative body of a municipality may compel the attendance of its own members at its meetings and provide penalties it considers necessary for the failure to comply with an exercise of the authority to compel attendance.



10-3-506. How the vote is taken.

A roll call vote shall be taken and recorded for all ordinances, resolutions, and any action which would create a liability against the municipality and in any other case at the request of any member of the governing body by a "yes" or a "no" vote and shall be recorded. Every resolution or ordinance shall be in writing before the vote is taken.

10-3-507. Minimum vote required.

(1) The minimum number of yes votes required to pass any ordinance or resolution, or to take any action by the council, unless otherwise prescribed by law, is a majority of the voting members of the council, without considering any vacancy in the council.

(2) (a) Any ordinance, resolution, or motion of the council having fewer favorable votes than required in this section is defeated and invalid.

(b) Notwithstanding Subsection (2)(a), a council meeting may be adjourned to a specific time by a majority vote of the council even though the majority vote is less than that required in this section.

(3) A majority of the council members, regardless of number, may fill any vacancy in the council as provided under Section **20A-1-510**.

10-3-508. Reconsideration.

Any action taken by the governing body may not be reconsidered or rescinded at any special meeting unless the number of members of the governing body present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved.

10-3-601. Business of governing body conducted only in open meeting.

All meetings of the governing body of each municipality shall be held in compliance with the provisions of Title 52, Chapter 4, Open and Public Meetings Act.

10-3-607. Rules of conduct for members of the governing body.

The governing body of each municipality may fine or expel any member for disorderly conduct on a two-thirds vote of the members of the governing body.

10-3-608. Rules of conduct for the public.

The governing body on a two-thirds vote may expel any person who is disorderly during the meeting of the governing body. This section or any action taken by the governing body pursuant hereto does not preclude prosecution under any other provision of law.

RULE NO. 2.



The agenda for the meeting will be the guide to the meeting. Items may only be placed on the agenda by either the mayor or any two council members. While matters not on the agenda may at times come up for discussion, no final action can be taken on any matter not on the agenda.

RULE NO. 3

The mayor shall open and introduce an item on the agenda in order, unless the mayor feels like there is a good reason to go out of order. If the item is one that requires discussion the council members can consider the item in a polite, civil, free-for-all type exchange of ideas for as long as they feel necessary. The mayor may or may not, at his or her discretion, allow members of the public or staff to participate in the discussion. When the mayor thinks the discussion has gone on long enough, and the item is one that requires a decision of the council, the mayor can ask for vote on the matter. Any council-member who has had enough of the discussion, can at any time also ask the mayor to either move on to the next item or call for a vote on the item. If a majority of the others on the council agree, the mayor shall call for a vote or move on to the next item as appropriate. No formal motions or seconds are required or necessary.

RULE NO. 4.

The mayor and council members shall treat each with respect and act at all times during the meeting in a civil and courteous manner to each other and the public.



RULES OF PROCEDURE and ORDER

(Short and Formal)

Pursuant to Utah Code 10-3-606 the City hereby adopts the following rules of order and procedure to govern the meetings of the City Council.

1. Meeting Procedures. All City Council meetings shall be conducted in accordance with Roberts Rules of Order as contained in the following publication: [insert book, title, edition etc.]

A copy of these rules shall be available at each public meeting for the reference of the Mayor and Council, and shall also be made available to the public for review during all normal business hours of the City.

If any rule contained in Roberts Rules of Order conflicts with any provision of these rules or Utah State law governing meeting procedures for the City Council, the City Council shall follow the provision of these rules or state law.

2. Public Comment. There shall be on every agenda of the City Council an item entitled “public comment.” The public comment portion of the meeting shall be limited to the public speaking to the council on any item not on the agenda. Members of the public shall be free to express any idea, question, or view point without limitation except for time and the manner of the presentation. Individual members of the public shall be limited to three (3) minutes time. The Chair of the meeting shall ensure that the public comment is civil and orderly. The Chair shall use its best efforts to allow the free expression of the public and keep the meeting in order. Council members should not interrupt, argue with, or otherwise interfere with any comment by a member of the public. The Mayor and City Council may ask clarifying questions of the member of the public making a presentation and other members of the public may ask clarifying questions of the presenter at the discretion of the Chair.

3. Public Participation in Meeting. Other than at a required public hearing and the public comment portion of the meeting, members of the public shall not be allowed to participate in the meeting unless they are on the agenda or requested to present to the Council by the Chair of the Meeting or a member of the Council.

4. Council member Participation. At regular meetings of the City Council, Council members shall speak only after being recognized by the Chair. Any meeting designated as a work meeting shall be more informal and Council Members may freely participate as long as proper decorum is maintained. Council members shall conduct themselves at all times with decorum and respect. They shall refrain from making any disparaging remarks concerning any other member of the governing body or the public. Any member of the Council wishing to speak on any item on the agenda shall be recognized by the Mayor to do so.

5. Chairing the meeting. The Mayor shall chair the meeting in a manner to accomplish the following goals. The Mayor, as Chair, shall pace the meeting so that all items on the agenda should be addressed and either concluded or continued. The Mayor, as chair, shall ensure that the time limits on the public comment portion of the meeting are complied with. The Mayor, as chair, shall use his best efforts to see that Council members and the public are treated at all times with respect and that the meetings are orderly.

6. Meeting Adjournment. Meetings of the City Council, as a goal, shall be scheduled to end at or before 10:00 p.m. and the Mayor and City Council shall use their best efforts to conclude the meeting in a timely manner. However, no motion to extend the time of the meeting is necessary to be made. The meetings of the City Council shall not be adjourned until either all items listed on the agenda have been acted upon or a motion to adjourn is made and approved by a majority of the City Council.



RULES OF PROCEDURE and ORDER

(Long and Business Casual)

Recognizing that the City Council, as a legislative body, needs a systematic way of conducting its business, these rules of procedure are to provide for the orderly conduct of City business by the City Council, with the objective of providing for full, open, and comprehensive debate of issues brought before the City Council for action in a forum open to the public, and which encourages citizens' awareness of City Council activities.

These procedures do not increase or diminish the existing powers or authority of the Mayor or City Council members, as set forth in state law or local ordinance.

CITY COUNCIL MEETING AGENDA

All meetings of the City Council will have a notice and agenda that complies with the Utah Open Meetings Act

An Item may be placed on the agenda by the Mayor, City Manager (Administrator), or at the request of any council member.

Agenda Items must be submitted to the City Recorder at least 24 hours before the date of the meeting. Any item that is submitted to the City Recorder after 24 hours will be put on the next following meeting agenda. Requestor should notify the Mayor of the added agenda item.

ROLE OF THE MAYOR AS COUNCIL CHAIR AND OTHER COUNCIL MEMBERS:

- The Mayor shall preside at meetings of the City Council.
- Participate in discussion of all matters.
- Shall vote as a member thereof only in case of a tie or where otherwise specifically authorized to do so by state law, and shall have no power to veto.

In addition, the Mayor, as the Chair, has the primary responsibility for ensuring that the Council's rules of procedure are followed and:

- For maintaining the dignity of Council meetings.
- Calls the meeting to order and confines the discussion to the agenda.
- Recognizes Council members for motions and statements and may allow audience and staff participation at appropriate times.
- Requires knowledge of the City's adopted rules of parliamentary procedure and how to apply it.



- Ensures that the Utah Open and Public Meetings Act is complied with.
- Knows how to courteously discourage Council members who talk too much or too often.
- Knows how to courteously ensure those who have the floor are not interrupted and to rule out of order those not following meeting procedures.
- Recognizes the Council member offering the motion, restates the motion, presents it to the Council for consideration, calls for the vote, announces the vote, and then announces the next order of business.

CODE OF CONDUCT FOR CITY COUNCIL AND MAYOR INCLUDES:

- Remarks should apply to the question under debate.
- Shall avoid references to personalities, and refrain from questioning motives of other members or staff personnel.
- Demonstrate courtesy and shall not disrupt proceedings.
- Shall not use their positions to secure privileges or personal gains and shall avoid situations which could cause anyone to believe that they may have brought bias or partiality to a question before the City Council.
- Shall be dedicated to the principles of representative democracy by recognizing that the chief function of local government is to serve the best interests of the public at large while respecting individual rights.
- Shall be dedicated to the effective use of the City's available resources.
- Shall refrain from any activity that would hinder their ability to be objective and impartial.
- City business shall be discussed in open, well-publicized meetings, except in rare situations in which Executive Sessions are authorized.

PARLIAMENTARY RULES:

The following may be referred to as the City's Rules of Order and shall be the parliamentary rules for conducting the business of the City Council. The City Attorney will serve as the Parliamentarian, and will recommend rulings, upon request by the presiding officer, to all points of order raised during the proceedings. Each Rule is followed by a recommended Procedure and Purpose to explain the Rule and guide the Mayor and council members in its intended application.

RULE NO. 1: The meeting is governed by the agenda and the agenda constitutes the City Council's agreed-upon roadmap for the meeting.

PROCEDURE. Each agenda item will be handled by the Mayor in the following basic format:

First, the Mayor should clearly announce the agenda item number and should clearly state what the agenda item subject is.

Second, following that agenda format, the Mayor should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the Mayor, a member of the City Council, a staff person, or an invited person charged with providing input on the agenda item.

Third, the Mayor should ask members of the City Council if they have any technical questions of clarification. At this point, members of the City Council may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the Mayor should invite public comments if at a formal public hearing and should open the public hearing for public input. If numerous members of the public indicate a desire to speak to the subject, the Mayor may limit the time of public speakers. At the conclusion of the public comments, the Mayor should announce that the public hearing is closed. For a regularly scheduled agenda item, the Mayor may invite public comment.

Fifth, the Mayor should invite a motion. The Mayor should announce the name of the member of the City Council who makes the motion.

Sixth, the Mayor should determine if any member of the City Council wishes to second the motion. The Mayor should announce the name of the member of the City Council who seconds the motion. If there is no second then the item will be deemed concluded without decision

Seventh, if the motion is made and seconded, the Mayor should make sure everyone understands the motion. This is done in one of three ways: (1) The Mayor can ask the maker of the motion to repeat it. (2) The Mayor can repeat the motion. (3) The Mayor can ask the City Recorder to repeat the motion.

Eighth, the Mayor should now invite discussion of the motion by the City Council. If there is no desired discussion, or after the discussion has ended, the Mayor should announce that the City Council will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the Mayor takes a vote. All votes for purposes of the meeting minutes shall be by roll call of the council.

Tenth, the Mayor should announce the result of the vote and should announce what action (if any) the City Council has taken.

PURPOSE OF THE RULE: All meetings must comply with the Utah Open and Public Meetings Act which requires that a notice and an agenda for a public meeting

be prepared in advance of the meeting and that no final action be taken on any item that is not on the agenda. In addition the Act requires that the minutes of the meeting contain certain minimum information including the name of any member of the council speaking on an issue, the substance of what the member says, an accurate description of any action taken by the council and the voting record of each individual member of the council.

RULE NO 2: Any matter that requires a City Council decision shall be brought before the Council by motion.

PROCEDURE. The procedure for any motion shall be as follows: First, the Mayor should recognize the member of the City Council. Second, the member of the City Council makes a motion by preceding the member's desired approach with the words: "I move"

So, a typical motion might be: "I move that we give the City Attorney a raise in pay."

The Mayor usually initiates the motion by either (1) Inviting the members of the City Council to make a motion. "A motion at this time would be in order." (2) Suggesting a motion to the members of the City Council. "A motion would be in order that we give the City Attorney a raise in pay." (3) Making the motion. As noted, the Mayor has every right as a member of the City Council to make a motion, but should normally do so only if the Mayor wishes to make a motion on an item but is convinced that no other member of the City Council is willing to step forward to do so at a particular time. (4) Reading a motion suggested by the City Staff.

PURPOSE OF THE RULE. The purpose of this rule is to limit items under discussion to those and only those that the council members want to discuss; give clarity as to what is being decided; and to make sure everyone, including the person taking the minutes actually knows and can remember what the ultimate outcome of any discussion and debate is.

RULE NO 3: One question at a time and one speaker at a time.

PROCEDURE: Only one question will be discussed at a time. The question may have several motions.

There will only be one speaker at a time. Anyone who wishes to speak must raise their hand first after the current speaker finishes. The Mayor will call upon the person by name. Once a member has been recognized, he has been granted "the floor" and may begin speaking. The speaker may not be interrupted except as allowed by these rules.

If a councilmember wishes to ask a question during their time and retain the floor to speak after the question has been answered they may indicate so before posing the question by saying something similar to "I have additional comments and wish to retain the floor after this question has been answered."



PURPOSE OF THE RULE. The purpose is to focus on only one question and to allow council members the ability to express their points of consideration without losing their train of thought and to completely finish without fear of interruption.

RULE NO 4: The Mayor may use General Consent (also known as Unanimous Consent) with all motions except those motions where the votes are used for purposes of the meeting minutes and require a roll call of the council.

PROCEDURE: When the Mayor feels the council is all in agreement, the Mayor asks if there are any objections to the motion to amend, withdraw, or any motions in Rule No. 7. The Mayor pauses and if there are no objections states that the motion is approved. If there is any objection then the motion is put to a regular vote. A council member may object simply because he or she feels it is important to have a formal vote.

Example: The Mayor states, "If there is no objection, we will recess for 10 minutes, [pause to see if any member objects]. There being no objection, we will recess for 10 minutes.

If a member objects by stating, "I object" the matter is then put to a vote.

The Mayor states, "An objection being made, the question is shall we recess for 10 minutes? As many as are in favor, say Aye. Those opposed, say No. The Ayes have it and we will recess for 10 minutes."

PURPOSE OF THE RULE. General consent is helpful in expediting general routine business or when the Mayor senses the council is in agreement. General consent allows flexibility of the rules while protecting the right of the majority to decide and the minority to be heard.

RULE NO 5: There are only three basic forms of motions allowed: Initial Motions, Motions to Amend, and Substitute Motions.

PROCEDURE: The initial motion. The initial motion is the one that puts forward an item for the City Council's consideration. An initial motion might be: "I move that we give adopt ordinance number 10-1 as presented."

The motion to amend. If a member wants to change the initial motion that is before the City Council, they would move to amend it. A motion to amend might be: "I move that we amend the motion to adopt ordinance number 10-1 with changes in paragraph 1 as follows...." A motion to amend takes the initial motion which is before the City Council and seeks to change it in some way. The motion to amend must be germane to the initial motion. The motion to amend must not be the same as a negative vote on the initial motion.

The substitute motion. If a member wants to completely do away with the initial motion that is before the City Council, and put a new motion before the City Council,

they would move a substitute motion. A substitute motion might be: "I that we refer ordinance number 10-1 to the planning commission for its recommendation."

PURPOSE OF THE RULE. "Motions to amend" and "substitute motions" are often confused. But they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the Mayor. So that if a member makes what that member calls a "motion to amend", but the Mayor determines that it is really a "substitute motion", then the Mayor's designation governs.

RULE NO 6. There can be up to three motions on the floor at the same time and no more than three. The Mayor can reject a fourth motion until the Mayor has dealt with the three that are on the floor and has resolved them.

PROCEDURE: When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed first on the last motion that is made. So, for example, assume the first motion is a basic "motion to adopt ordinance 10-1." During the discussion of this motion, a member might make a second motion to "amend the main motion to adopt ordinance 10-1 with changes in paragraph 1 as follows...." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we refer the matter to the planning commission." The proper procedure would be as follows:

First, the Mayor would deal with the third (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion passed, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the City Council of the third motion (the substitute motion). No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) failed then the Mayor would proceed to consideration of the second (now, the last) motion on the floor, the motion to amend.

Second, if the substitute motion failed, the Mayor would now deal with the second (now, the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment. If the motion to amend passed the Mayor would now move to consider the main motion (the first motion) as amended. If the motion to amend failed the Mayor would now move to consider the main motion (the first motion) in its original format, not amended.

Third, the Mayor would now deal with the first motion that was placed on the floor. The original motion would either be in its original format, or, if amended, would be in its amended format.

PURPOSE OF THE RULE: Too many motions on the same subject can cause confusion as to what the end result is and in the official record. Limiting the number of motions to no more than three at a time, allows for enough debate and parliamentary maneuvering to satisfy those who want to be clever while allowing the slow to still keep up.



RULE NO 7: The debate can continue as long as members of the City Council wish to discuss an item, subject to the Mayor determining it is time to move on and take action by using General Consent to limit debate or by a proper motion by a council member to limit the debate. The following motions are not debatable—a motion to adjourn; a motion to recess; a motion to fix a time to adjourn; a motion to table; and a motion to limit debate.

PROCEDURE. There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the City Council to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the Mayor must immediately call for a vote of the City Council without debate on the motion):

A motion to adjourn. This motion, if passed, requires the City Council to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

A motion to recess. This motion, if passed, requires the City Council to immediately take a recess. The length should be set in the motion which may be a few minutes or an hour. It requires a simple majority vote.

A motion to fix the time to adjourn. This motion, if passed, requires the City Council to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold". The motion can contain a specific time in which the item can come back to the City Council: "I move we table this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case the matter will not be placed back on an agenda for a future city council meeting except at the order of the Mayor or the request of any two council members. A motion to table an item requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call the question." When a member of the City Council makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote". When such a motion is made, the Mayor should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a simple majority vote of the City Council.

PURPOSE OF THE RULE. Debate and discussion are important until they are not. When a matter is chewed on enough it should be swallowed. This rule allows the Mayor by General Consent or the majority of the council to end the debate, after a

reasonable time. It also keeps those in a minority position on an issue from filibustering until they get their way.

RULE NO 8: Three yes votes are required to pass any item before the council with limited exceptions. The exceptions include a motion to go into close session (executive session) which requires a 2/3 vote of the members present and when the mayor is entitled to vote where specifically allowed by state law on matters that add to or diminish the mayors powers. The Mayor is also entitled to vote when there is a tie vote of the council.

PROCEDURE. If the mayor and all five members of the council are present, a vote of 3-2 passes the motion. A vote of 2-2 with one abstention means the motion fails. If one member is absent and the vote is 2-2, the mayor is entitled to vote.

PURPOSE OF THE RULE. Utah statutes set out both the number of the quorum and the minimum vote required on any issue. This rule is meant to clarify that when the entire council is present and voting then it is not a tie when one member abstains. If however the member is absent from the meeting for any reason and the vote is 2-2 then it may be a tie and the mayor may vote as allowed by state statute.

RULE NO 9: A motion to reconsider any item requires a majority vote to pass, but there are special rules that apply only to the motion to reconsider. First, is timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the City Council if the item is properly on the agenda. In addition, a motion to reconsider cannot be made at a special meeting of the Council unless the number of members of the council present at the special meeting equals or exceeds the number present at the meeting when the action was approved. Second, a motion to reconsider can only be made by a member who voted in the majority on the original motion.

PROCEDURE. If such a member has a change of heart, he or she can make the motion to reconsider (any other member of the City Council may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order.

PURPOSE OF THE RULE. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the City Council again and again. That would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the City Council, and a new initial motion is then in order. The matter can be discussed and debated as if it were on the floor for the first time.

RULE NO 10: The Mayor and council members shall adhere to the code of conduct.

PROCEDURE. The Mayor, as chair of the meeting, is primarily responsible to see that debate and discussion of an agenda item focuses on the agenda item and the policy in question, not the personalities of the members of the City Council. There



are, however, exceptions that are intended to assist the Mayor in keeping order to the meeting. A speaker may be interrupted by a council member only for the following reasons and in the form set forth below:

Privilege. The proper interruption would be: "point of privilege." The Mayor would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort or safety of the meeting or when the reputation of the council or any individual is at stake. For example, the room may be too hot or too cold, a blowing fan might interfere with a person's ability to hear, or the speaker may be misrepresenting an individual's remarks

Order. The proper interruption would be: "point of order." Again, the Mayor would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Mayor moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the Mayor makes a ruling that a member of the City Council disagrees with, that member may appeal the ruling of the Mayor. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the Mayor is deemed reversed.

Call for orders of the day. This is simply another way of saying, "Let's return to the agenda." If a member believes that the City Council has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the Mayor discovers that the agenda has not been followed, the Mayor simply reminds the City Council to return to the agenda item properly before them. If the Mayor fails to do so, the Mayor's determination may be appealed.

Withdraw a motion. To withdraw a motion, the maker of the motion on the floor states, "I request that my motion be withdrawn." The motion to withdraw a motion requires a simple majority vote.

PURPOSE OF THE RULE. Debate and discussion should be focused, but free and open. In the interest of time, the Mayor may, however, limit the time allotted to speakers, including members of the City Council. A council member may continue speaking on a majority vote of the Council. The rules of order are meant to create an atmosphere where the members of the City Council and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the Mayor and the members of the City Council to maintain common courtesy and decorum. Only one person at a time will have the floor and every speaker must be recognized by the Mayor before proceeding to speak.

RESIDENTS' RIGHT TO BE HEARD:

It is the Council's goal that residents of the City resolve their complaints for service or regarding employees' performance at the staff level. However, it is recognized that residents may from time to time believe it is necessary to speak to City Council on matters of



concern. Accordingly, the City Council expects any person presenting to the city council to speak in a civil manner, with due respect for the decorum of the meeting, and with due respect for all persons attending.

- No member of the public shall be heard until recognized by the Mayor.
- Public comments will only be heard during the Public Comment portion of the meeting unless the issue is a Public Hearing or a member of the public is asked to speak on a matter by the mayor.
- Speakers must state their name and address for the record.
- Any resident requesting to speak shall limit him or herself to matters of fact regarding the issue of concern.
- Comments should be limited to three (3) minutes unless prior approval by the Mayor.
- If a representative is elected to speak for a group, the Mayor may approve an increased time allotment.
- Personal attacks made publicly toward any person or city employee are not allowed. Speakers are encouraged to bring their complaints regarding employee performance through the supervisory chain of command in accordance with the City's Personnel Policies.
- Any member of the public interrupting City Council proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing City Council, shall be deemed to have disrupted a public meeting and, at the direction of the Mayor, shall be removed from Council chambers by Police Department personnel or other agent designated by City Council or City Manager.



Magna Metro Township

8952 W Magna Main St

Magna, UT 84044

Phone: (385)258-3690

www.magnametrotownship.org

TO: ALL MAGNA METRO TOWNSHIP OFFICERS, VOLUNTEERS, BOARD MEMBERS, AND EMPLOYEES
(COVERED PERSONS*)

SUBJECT: STATUTORY ETHICAL AND DISCLOSURE REQUIREMENTS

All Metro Township covered persons* must be aware of and abide by a Utah law which prohibits, or requires disclosure of certain actual or potential conflicts of interest between public duties and private business interests, if any. The Municipal Officers' and Employees' Ethics Act (§§ 10-3-1301, et seq., U.C.A., 1953 as amended) sets the following requirements:

PROHIBITED ACTS:

1. No covered person shall (1) use a Metro Township position* for private advantage by revealing confidential, controlled, private or protected information gained through that position, (2) use his or her Metro Township position to secure special privileges, or (3) accept other investment or employment that would reasonably be expected to interfere with the ethical performance of his or her public duties.
2. No covered person shall knowingly receive, accept, take, seek or solicit, directly or indirectly, any gift or loan for him or herself or another if: (1) the gift or loan would reasonably tend to influence him or her in the performance of official duties, or (2) the donor has been, is, or may become involved in any official Metro Township business. Exceptions to subparagraph (2) are occasional non-money gifts of a value less than \$50.00; public awards; bona fide business loans; or campaign contributions actually used in a political campaign. Paid Metro Township officers and employees are prohibited from accepting any gifts of more than nominal value or which violate the Metro Township Ethics Code (Metro Ordinance sections 2.07.203 through 2.07.207).
3. No covered person, acting in a Metro Township position, may accept payment for helping a private person or business in any transaction with the Metro Township. Payment may be accepted if the transaction is not in the covered person's official capacity and disclosure is made as set forth below.
4. A covered person may not be involved with any private business which is regulated by the Metro Township, may not be involved in any transaction between their private business interests and the Metro Township, and may not be involved in any other actual or potential conflict of interest unless the nature and extent of the private business interest(s) are disclosed as explained below.

DISCLOSURE:

1. Any covered person who receives payment for helping a private person or business in a transaction with the Metro Township must disclose the payment.
2. Any covered person involved in a private business which is subject to Metro Township regulation must disclose that involvement. If the regulation is made by the agency or board of which the officer or employee is a member, disclosure must be made at each meeting in which the officer's or employee's business is discussed. Such oral disclosures shall be made part of the minutes of the meeting.
3. Any covered person involved with a private business that does or anticipates doing business with the Metro Township must disclose that involvement.
4. Any covered person who has a personal or business interest of any kind which raises an actual or potential conflict of interest with his or her position must disclose that interest.
5. All written disclosures must be sworn statements containing the information required above and be in a form similar to that on the reverse side of this document. All such statements are public records, open to public inspection. All disclosures must be made as follows: Orally in any meeting of a Metro Township agency, board or division where a transaction is discussed involving a matter in which the covered person has an interest. In writing when the conflict first arises. The general written disclosure must also be re-filed every January of each year that the outside interest persists. The written disclosure is filed through the covered person's chain of command to the immediate supervisor, volunteer or community liaison, division director, department head or elected official, and Metro Township Council.

Violation of these provisions may subject the covered person to disciplinary action or criminal prosecution. Any violations will be thoroughly investigated and prosecuted. Please be aware that this document is a shortened and simplified statement of the legal requirements involved in this area. YOUR CONDUCT WILL BE GOVERNED BY THE LAW, NOT THIS REVIEW. Feel free to direct any questions regarding the law's ethical and disclosure requirements to the Metro Township Attorney.

**See definition of "covered person" and "position" on page two.*

DISCLOSURE OF PRIVATE BUSINESS INTERESTS (Use one form for each outside business entity, institution, or person involved.)

Under the provisions of the Municipal Officers' and Employees' Ethics Act, §§ 10-3-1301 et seq., U.C.A., 1953 as amended, I, the undersigned, under penalties of perjury, make the following statement regarding my private business interests. *(Type or print all information.)*

A. Covered Person*: _____ Position: _____ Phone: _____

Covered Person's Address: _____

B. Outside institution, entity, private business or person involved:

- a. Describe covered person's status, employment or investment in the outside institution, entity, private, business, or personal contract:

- b. Outside institution, entity, business or person's address and phone number:

- c. Describe below the nature of the assistance you are providing to the institution, entity, private business or person named above, or describe the nature of the economic interest or employment you hold in the private business. Also describe the relationship with or transaction between the business, institution, person, etc. and the Metro Township. Use more sheets if necessary. *(This disclosure statement will not be accepted as valid unless this section is completed)*

Covered Person's Signature

Print Name

NOTARY SEAL

This statement is a public document. It must be filed with the Metro Township Council. It must be filed when the potential conflict arises and re-filed every January, as long as the potential conflict persists.

*"Covered person" means any person appointed to any statutory office or position or any other person appointed to any position of employment with the Metro Township. "Covered person" includes, but is not limited to, persons serving on special, regular or full-time committees, agencies, or boards whether or not such persons are compensated for their services.

*"Position" refers to any Metro Township office, appointment, employment, or uncompensated volunteer situation as described in the definition of "covered person."

MAGNA METRO TOWNSHIP

ORDINANCE NO.: 22 - O - 01

DATE: February 8, 2022

**AN ORDINANCE OF THE MAGNA METRO TOWNSHIP
COUNCIL AMENDING CHAPTER 7.01 OF THE MAGNA
METRO TOWNSHIP MUNICIPAL CODE REGARDING
CEMETERIES**

WHEREAS, the Magna Metro Township ("Magna") is a Municipality pursuant to Utah Code §§ 10-2a-401 et seq.

WHEREAS, the Magna Metro Township Council desires to amend Chapter 7.01 of the Magna Metro Township Municipal Code regarding Cemeteries; and

WHEREAS, the Magna Metro Township Council feels this ordinance is in the best interest of the residents of the Magna Metro Township Council,

NOW, THEREFORE, BE IT ORDAINED by the Magna Metro Township Council, Magna, Utah:

Section 1. The Magna Metro Township Council hereby amends Chapter 7.01 of the Magna Metro Township Municipal Code regarding Cemeteries as found in Attachment A.

Section 2. This ordinance shall become effective upon publication or posting.

PASSED AND APPROVED by the Magna Metro Township Council, in Magna, Utah this 8th day of February 2022.

MAGNA METRO TOWNSHIP

BY: _____
DAN W. PEAY, MAYOR

ATTEST:

SHERRIE SWENSEN,
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER

APPROVED AS TO FORM:

PAUL H. ASHTON
METRO TOWNSHIP ATTORNEY

VOTE BY COUNCIL:	AYE	NAY
MAYOR DAN PEAY	_____	_____
ERIC BARNEY	_____	_____
STEVE PROKOPIS	_____	_____
TRISH HULL	_____	_____
AUDREY PIERCE	_____	_____

Effective Date of Ordinance: _____

SUMMARY OF
MAGNA METRO TOWNSHIP ORDINANCE NO. 22-O-01

On the _____ day of _____, 2022, the Magna Metro Township Council adopted Ordinance No. 22-O-01, Amending Chapter 7.01 of the Magna Metro Township Municipal Code to address Cemeteries within Magna.

A complete copy of Ordinance No. 22-O-01 is available in the office of the Magna Metro Township Clerk, 2001 South State Street, N2-700, Salt Lake City, Utah.

Chapter 7.01
CEMETERIES

Sections:

7.01.010	Purpose
7.01.020	Definitions
7.01.030	Administration
7.01.040	Access and Conduct
7.01.050	Liability for Errors
7.01.060	Interment/Disinterment
7.01.070	Rules Governing Lots, Graves, and Headstones
7.01.080	Lot Ownership Privileges
7.01.090	Decorum
7.01.100	Miscellaneous

7.01.010 Purpose

It is the desire of Magna Metro Township to operate and maintain a cemetery that is beautiful, dignified, and an appropriate final resting place for departed loved ones. The purpose of this chapter is to provide rules, regulations, and policies and procedures for that purpose.

7.01.020 Definitions

For the purpose of this chapter, the following terms, phrases, and words shall have the meanings herein expressed:

“Certificate Holder” shall mean the individual that possesses the right to use the burial plot for his or her internment together with the right to exercise the rights associated with the Certificate.

“Current Resident” Any member of a household whose primary place of residence can be shown by competent evidence to be within **the municipal borders of** Magna or within Magna's historic area from 6400 West on the east, 9400 West on the west, 2100 South on the north and 4100 South on the south.

“Fire” Open flame fires.

“Non-resident” Any person not a Current Resident.

“Lot” An area of ground in which burial rights are granted to an individual for the purpose of burial.

“Perpetual Care Cemetery” The term "perpetual care" in cemeteries has come to mean the providing of funds, to be held in perpetual trust, the income of which is to be expended in

keeping up forever the necessary care of the individual lots and graves, and the maintenance, repair and future renewal of the borders, drives, water and sewer systems.

“Purchaser” shall mean the individual who pays for burial privileges or the collateral right of use of any burial lot evidenced by a certificate of burial rights.

“Cemetery Staff” shall refer to the caretaker and/or employee(s) responsible for maintenance and care of the cemetery. It shall also refer to that same person who shall be responsible for the record or bookkeeping of cemetery files.

“Heir” An “heir” is someone who has inherited or is entitled to the right from a parent who is no longer living.

7.01.030 Administration

The Pleasant Green Cemetery shall be under the immediate supervision of the Magna Metro Township Administrator or designee assigned to manage plot sales, memorial park maintenance, and other duties related to the cemetery

7.01.040 Access and Conduct

1) Conduct.

- (a) Cemetery grounds are sacredly devoted to the interment and repose of the dead. Strict observance of decorum due such a place is expected of all persons.
- (b) No person shall injure, deface, take, or carry away from any grave or lot any monument, marker, tree, shrub, flower, ground, or any other property or ornament in the Pleasant Green Cemetery.

2) Location and Access. The Pleasant Green Cemetery is located at approximately 9200 West 3500 South, Magna, Utah 84044.

- (a) Access to cemetery is restricted to daylight hours.

3) Traffic Rules, Driving and Parking.

- (a) The provisions of the Magna Metro Township traffic ordinances relative to the operation of vehicles and conduct of pedestrians shall be in effect in the cemetery, except as herein otherwise modified by this ordinance. It shall be unlawful for any person to drive a motorized vehicle or other equipment within the municipal cemetery at a speed greater than 10 miles per hour.
- (b) Vehicles must only drive on designated travel lanes within the Cemetery.

4.

4) Children. Children under the age of 12 years shall not be allowed in the cemetery unless accompanied by their parents, guardian, or other adult(s), except for the purposes of attending authorized funerals or, in the company of adults, placing flowers on the grave of a deceased relative or friend, or performing any other customary evidence of respect in accordance with their religious principles.

5) Fires. NO open flame fires are allowed within the boundaries of the Cemetery.

6) Alcohol. NO alcohol is allowed within the boundaries of the Cemetery.

7.01.050 Liability for Errors

1) Damages and Liability. Magna shall not be liable for any of the following:

- (a) Damages Resulting from Normal Cemetery Operations. Magna shall not be liable for any damages occurring as a result of an error in interments, disinterment, paperwork, selling of plots etc., whether due to current issues with recordkeeping or resulting from past recording errors concerning locations of burials within the plots. Cemetery Staff will make every reasonable effort to correct, mitigate or rectify the situation.
- (b) Cemetery Maintenance. Magna shall not be liable for damages resulting from the mowing of weeds, cutting back of trees or other necessary routine maintenance.
- (c) Damages Resulting from Acts of Nature. Magna is not responsible for personal injury damages or damages to property caused by acts of nature.
- (d) Damages to Persons Visiting the cemetery grounds. Magna reserves the right to compel those coming into the Cemetery to obey all rules and regulations in effect currently, or any rules and regulations to be adopted in the future, any person entering the cemetery ground does so at their own risk and shall be solely responsible for any damages done to them or their property while on cemetery grounds. Magna shall not be held responsible for any injuries sustained at the cemetery.
 - (i) All disorderly person or any persons damaging headstones or other cemetery property may be ejected from the cemetery and will be held liable for any damages that incurred.

7.01.060 Interment/Disinterment

1) Human Remains. Interment within the cemetery is strictly limited to human remains only.

2) All interments must be compliant with local, county, and State law.

3) Registration of Burials. Before any deceased person may be buried in the cemetery, the deceased's relative or person having charge shall provide the Cemetery Staff with written documentation. The documentation shall contain: their name, birth date, location, date of death, burial date, the name of the cemetery, and the description of the grave's location.

4) Allotted burials per lot.

- (a) The remains of no more than one person may be interred in any one grave, except in the case of the burial of cremains. Fees beyond the customary single burial fees will be charged as prescribed by the current fee schedule.
- (b) In the case of a cremation's burial, the following shall be allowed:
 - (i) a maximum of one(1) casket/vault burial with two (2) sets of human cremains, or
 - (ii) up to two sets of human cremains per adult grave (if cremains were placed before casket/vault).

- 5) Permanent Enclosure/Headstone Removal. If a permanent enclosure and/or headstone is required to be removed to accommodate an additional burial in the grave, it will be removed by a third party that is acceptable to the Cemetery Staff and at the grave owner's expense.
- 7) Interment Supervision. All funerals, upon reaching the cemetery, shall be conducted under the supervision of the Cemetery Staff or designee.
- 8) Fees. All fees for digging, opening and closing graves are to be paid prior to burial.
- 9) Cremains. All cremains must be buried by the Cemetery Staff, at a charge as prescribed by the current fee schedule.
 - (a) While vaults are not required for the burial of human cremains, the cemetery strongly recommends that cremains be buried in a permanent container that can be accommodated by a 16" x 16" x 24" space.
 - (b) If the cremains will be contained in a vault, the size requirements of the hole will increase, which may not allow for enough space to bury two(2) sets of cremains in one adult grave. The size of such a hole will vary and shall be provided by the funeral director prior to the burial.
- 10) Green Burials. Green burials are permitted only in the area of the Cemetery designated for green burials. No Vaults are required. If a casket is used, it must be of natural wood, with no metal nails, hinges etc. A casket made of natural reeds for the purpose of a green burial is allowed. Shrouds, which are made of all-natural fibers, 100% cotton, linen or silk, will be allowed. The deceased clothing must be made of 100% natural fibers, without any metal.
 - (a) Charges for a green burial will be in accordance with the current fee schedule.
- 11) Scheduling a Grave Opening. Arrangements for a grave opening (preparing a grave site for burial) must be made with the Cemetery Staff by the funeral director, the relatives, or person having charge of the deceased. Cemetery Staff will be responsible for the opening and closing of the grave. The required burial orders need to be filled out/submitted and fees paid.
 - (b) A 72-hour notice is required for burial.
 - (c) Liability for errors. Under no circumstances will Magna assume responsibilities for errors in opening graves when orders are given by telephone.
- 12) Interment Orders. An interment order for burial must be obtained prior to the opening of a grave. Necessary information and fees should be given to the Cemetery Staff by the family representatives or the funeral director. Proper and complete information is required for accurate record keeping.
- 13) State Transit Permit. Remains sent from other states must also be accompanied by a transit permit to be filed with the Pleasant Green Cemetery.
- 14) Holidays. No burials are permitted on Sundays or federal or state holidays unless prior approval has been received from the Municipal Administrator or Cemetery Staff. .
- 15) Vaults. Cement vaults are required for all burials with the exception of a green burial or a cremation burial.

- 16) Disinterment. Cemetery grounds are sacredly devoted to the interment or repose of the dead. In those circumstances where it is necessary to disinter or remove remains from the cemetery all applicable state laws must be complied with. The Cemetery Staff will schedule and direct the disinterment after applicable fees have been paid and documentation provided. A Funeral Director must be present when a body is leaving the cemetery.

(a) It is unlawful for any person to:

- (i) Disinter a body buried in any cemetery except under the direction of the Cemetery Staff or designee who shall, before disinterment, require:

(1) Before disinterment, the Cemetery Staff or designee shall require a permit issued by a funeral home/mortuary and a written order from the owner of the burial right authorizing such removal, which shall be filed and preserved in a record kept for such purposes.

- (ii) Disinter or remove the body of a person who has died from a contagious disease within five years after the burial date unless the body was buried in a hermetically sealed casket or vaults and is found to be so encased at the time of disinterment.

7.01.070 Rules Governing Lots, Gravesites, and Headstones

- 1) Ownership and Responsibilities. Headstones are personal property. All headstones within the cemetery are the property of lot owners, their heirs, or the responsible party who ordered and placed them. All care and upkeep of the headstones are the responsibility of the owner. Magna will not be responsible for scratches and chips that occur from routine maintenance. Such happenings are a condition that goes with the privilege of placing markers in the cemetery.
- 2) It shall be unlawful for any person to place or have placed any headstone upon any lot or lots in the cemetery except under the direction and supervision of Cemetery Staff.
- 3) Specifications for Headstones. It shall be unlawful for any person to place or to have placed any monument on any lot in the cemetery not made of metal inlay, stone, or cement.
- (a) Headstone sizing recommendations. Maximum dimensions are as follows:
- (i) Single Lot 40" in width and not excessive height as determined by Cemetery Staff.
- (ii) Double Lot 84" in width and not excessive height as determined by Cemetery Staff.
- (b) Any headstone/marker that exceeds the above dimensions requires prior written approval from Cemetery Staff.
- (c) Only one headstone/marker and no other monument or marker will be permitted on the grave, except for military markers which will be placed at the foot of the grave. Headstones are to be placed at the head of the grave. Headstones will be placed in an orderly manner in pre-designated rows and as directed by the Cemetery Staff.
- (d) Headstones must be centered and not on edges of the grave and with sufficient foundation to ensure stability as determined by Cemetery Staff.
- (e) Private mausoleums are not permitted.

- (f) Placement of permanent markers is encouraged to take place within one year after interment.
- 4) Headstone Installation. Before a headstone/marker is installed, the owner or monument company must contact the cemetery to properly identify and mark the lot. Cemetery Staff must be present when headstones are installed.
 - (a) A 72-hour notice is required to mark the lot for installation.
 - (b) No headstones may be installed between October 31st and March 1st.
- 6) Enclosures. Effective March 1, 2022 NO enclosures are allowed in the cemetery.
- 7) Interference with Excavation or Removal of Headstone. It is illegal to interfere with the excavation. The owner or responsible party is responsible for the cost of removal and replacement of a headstone/marker that must be moved for burial excavation. The Cemetery will move or make arrangements for the service with a local monument dealer at the owner's expense and charge the applicable fee.
- 8) Cemetery Supervision. All work in the cemetery including but not limited to interment, disinterment, planting, landscaping, grading, record keeping, placement of headstones/markers, construction, and all maintenance, improvements, and beautification of the grounds shall be approved by and done under the supervision of the Cemetery Staff.

7.01.080 Lot Ownership and Privileges

- 1) Sale Subject to Cemetery Policy. Every lot sold is subject to this chapter and the cemetery policy. The cemetery policy shall be subject to such changes as necessary to protect lot owners, the remains of the dead, and the cemetery's preservation.
- 2) Nature and Extent of Burial Rights. Only permissive burial rights are sold. Magna retains title to the cemetery property. Burial plot or gravesite certificates do not convey title to the land, only the right for burial of the named individual in said plot or gravesite; title remains with Magna.
- 3) Cemetery Fees. All Cemetery fees referred to herein shall be found on and are calculated using the Magna Fee Schedule. Magna Council approves all fees and may change or update cemetery fees at any time.
- 4) Rights Conveyed. Burial rights are conveyed to the person named therein and their heirs. All legal heirs are presumed to have legal claim to the rights of burial, unless specified differently in a legal will or by probate court. Burials by or of heirs, after the original parties named on burial certificates are deceased, require the permission of all known living heirs or a written determined by Court.
- 5) Cemetery Master File. The cemetery master file is considered to be the correct record. Any discrepancy between the master file and the certificate of burial rights will be considered a clerical error. Magna will not be liable for misinformation given by the owner or their heir(s) and reserves the right to recall, correct, and re-issue the correct certificate.
- 6) Restrictions on Resale. Lots may be sold by individuals or Cemetery Staff with payment of transfer fees.

- 7) Unused/Unkempt Lots. Magna Metro Township shall have the discretion to reclaim, redeem, or recover any abandoned, unused, or unkempt cemetery lots or parcels conveyed by deed or certificate, with or without restrictions, by following the procedures set for in Utah Code Annotated §8-5-1 et. Seq., or any other applicable law.

7.01.090 Decorum

- 1) Flower Regulations. All flowers, real or artificial, must be placed in a container or attached to the monument or placed in a container that does not interfere with cemetery maintenance.
 - (a) Flower Containers. Permanent containers must be a part of the marker/headstone or cast into the cement base.
- 2) Removal of Decorations. Artificial and fresh-cut floral pieces and other decorations will be removed without notice when they become unsightly.
- 3) Planting of Flowers, Trees, and Shrubs. The Pleasant Green Cemetery is not a perpetual care cemetery. Magna Town ordinance prohibits unauthorized planting of any trees, shrubs, or flowers within the cemetery.
- 4) Care and Upkeep Responsibility. Care and upkeep of the burial plot or gravesite is the sole responsibility of the purchaser/owner or their heir(s).
- 5) General Clean Up. The cemetery provides two(2) clean-up days per year. One is prior to Memorial Day, and the other around Labor Day. The cemetery reserves the right to remove any items placed on or around any grave at any time at its discretion or as items become unsightly without notice.
- 6) Right to care reserved to Magna. Magna reserves the right to enter upon any grave to perform necessary care and upkeep of all lots in its cemetery.
- 7) Holiday Décor. All Holiday and seasonal decorations placed on or around graves must be removed within 30 days. If items are not removed according to the timelines, the cemetery reserves the right to remove them at their discretion.

7.01.100 Miscellaneous

- 1) Office Records. The official cemetery records are kept at the Magna Town office. The location of all graves is shown by maps and by a system of recorded measurements in a database from fixed permanent landmarks.
- 2) Change of Address. All owners of burial rights or spaces are requested to notify the cemetery of any change of address.
- 3) Cemetery Fees. Fees for services are changed from time to time as approved by the Magna Council and can be found in the fee schedule.
- 4) Contractors and Outside Workers. Contractors and others working in the cemetery must make their business known to the cemetery staff before the work is started.
- 5) Boundaries/Infrastructure. The right to enlarge, reduce, re-plat, or change the boundaries of the cemetery or of a section or sections from time to time, including the right to modify or change the locations of roads and drives, is hereby expressly reserved by Magna.

- 6) Liability of Cemetery. Magna Cemetery Staff will, at all times, exercise diligence and reasonable care in the protection of the rights and property of the lot owners but shall not be liable for any damage or loss.
- 7) Alteration and Repeal of Policies and Procedures. Magna reserves the rights to make, amend, and repeal the policies and procedures of the cemetery and to make exceptions thereto at its discretion.

DRAFT

Cemetery Fees

Pleasant Green Cemetery

Service(s) Provided	Fee for Resident	Fee for Non-Resident
Adult Plot	\$ 650.00	\$ 1,200.00
Opening/Closing fee	\$ 850.00	\$ 1,200.00
Infant burial 1/2 plot	\$ 350.00	\$ 650.00
Opening/closing fee	\$ 500.00	\$ 650.00
Cremains/Urn burial	\$ 350.00	\$ 650.00
Opening/closing	\$ 500.00	\$ 650.00
Removal of existing headstone	\$ 100.00	\$ 200.00
Removal of decorative items or enclosures	\$ 100.00	\$ 200.00
Disinternment - No Reinternment Adult	\$ 650.00	\$ 650.00
Disinternment/ Reinternment -Adult	\$ 650.00	\$ 650.00
Disinternment Infant/ cremains	\$ 325.00	\$ 325.00
Deed transfer or extra copy	\$ 50.00	\$ 70.00
Mark Plots	\$ 50.00	\$ 50.00
Returned Check Fee	\$ 50.00	\$ 50.00
Saturday Burial Additional Fee		
Service prior to Noon	\$ 200.00	\$ 200.00
Service Noon to 2:00PM	\$ 450.00	\$ 450.00

MAGNA METRO TOWNSHIP

RESOLUTION NO.: **2022-02-01**

DATE: **February 8, 2022**

**A RESOLUTION OF MAGNA METRO TOWNSHIP COUNCIL
APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT WITH THE MAGNA
WATER DISTRICT AND TO PAY THE MAGNA WATER DISTRICT
\$33,950.07 FROM MAGNA'S CARES ACT FUNDING FOR THE MAGNA
WATER DISTRICT'S COVID-RELATED EXPENSES**

WHEREAS, the Magna Metro Township ("Magna" or the "Municipality") recognizes our need for municipal-types services; and

WHEREAS, the Magna Water District provides water to the residents of Magna; and

WHEREAS, Salt Lake County is a County pursuant to Utah Code Title 17: COUNTIES and is the County where Magna is located; and

WHEREAS, due to the impacts to state and local governments nationwide, the United States Government passed the CARES Act which, through Salt Lake County provided Magna with certain funding that could be used to cover unbudgeted COVID-related costs for the delivery of municipal-type services; and

WHEREAS, as Magna's municipal services are provided by local districts and interlocal agencies, it is prudent for Magna to assist them with their unbudgeted COVID -related costs; and

WHEREAS, the Magna Water District has presented Magna with an interlocal agreement (subgrant agreement) with purchase information to request \$33,950.07 from Magna's CARES Act funds to cover Magna Water District's unbudgeted COVID-related costs, hereinafter known as Attachment A ; and

WHEREAS, providing this financial assistance benefits Magna and softens the impacts caused to a service provider due to COVID-19; therefore be it

RESOLVED, the Magna Metro Township Council approves, and authorizes the Mayor to sign, the attached interlocal cooperation agreement with the Magna Water District (ATTACHMENT A) and authorizes the payment of \$33,950.07 to the Magna Water District to assist them in covering their unbudgeted COVID-related costs.

APPROVED AND ADOPTED by the Magna Metro Township Council in Magna, Utah, this 8th day of February, 2022.

ATTESTED:

SHERRIE SWENSEN
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER

FOR MAGNA METRO TOWNSHIP:

DAN W. PEAY, MAYOR

APPROVAL AS TO FORM:

PAUL H. ASHTON
ATTORNEY

VOTING

MAYOR PEAY voting _____

COUNCIL MEMBER BARNEY voting _____

COUNCIL MEMBER PROKOPIS voting _____

COUNCIL MEMBER HULL voting _____

COUNCIL MEMBER PIERCE voting _____

CARES ACT FUNDING AGREEMENT FOR MAGNA WATER DISTRICT

This Agreement (“Agreement”) is between the **MAGNA METRO TOWNSHIP**, a municipality and political subdivision of the State of Utah (hereinafter known as the “Municipality”), and the Magna Water District, a local district organized pursuant to the Utah Local Districts Act comprised of other municipalities (the “Sub-Grantee”). The Municipality and Sub-Grantee are collectively referred to as the Parties.

RECITALS

- A. Salt Lake County received federal funds under section 601(a) of the Social Security Act as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (the “CARES Act”) to combat and address the effects of the novel Coronavirus Disease 2019 (“COVID-19”) within Salt Lake County.
- B. Pursuant to guidance issued by the United States Department of the Treasury (“Treasury”) CARES Act funds are considered “other financial assistance” under 2 C.F.R Section 200.40 and subject to 2 C.F.R. Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, and the Single Audit Act (31 U.S.C Sections 7501-7507).
- C. Salt Lake County provided CARES Act funds to the Municipality to assist in the containment of COVID-19.
- D. The Municipality’s residents are members of the Sub-Grantee and receives water service from Sub-Grantee, the provision of which includes necessary expenses related to the prevention of the spread of COVID-19.
- E. Sub-Grantee is an appropriate recipient of Municipality’s CARES funds as Municipality’s residents will indirectly be responsible for the costs of these necessary expenses. Direct payment of these expenses via a sub-grant of CARES funds avoids the unbudgeted increase to Municipality’s member fees.

THEREFORE, the Parties agree as follows:

1. CONSIDERATION AND AUTHORITY:

- a. Municipality will provide \$33,950.07 of the CARES Act funding (the “Sub-Grant Funds”) it received from Salt Lake County to achieve the objectives outlined in the above recitals, which recitals are hereby incorporated by reference into this Agreement. This amount represents the Municipality’s proportional share of the Sub-Grantee’s incurred and anticipated expenses in combatting COVID-19 in the form of additional staffing and supplies.
- b. The Sub-Grantee agrees to use these funds for the objectives identified in this Agreement and will use its best efforts to achieve these objectives in a manner

consistent with the CARES Act and this Agreement.

- c. Sub-Grantee's signatory below certifies that the signatory has all necessary authority to bind the Sub-Grantee and accept a sub-grant from Municipality for the allocation of funds from Salt Lake County pursuant to the CARES Act.
2. ALLOWABLE USES: As provided in the CARES Act, Sub-Grantee will use Sub-Grant Funds provided only to cover costs that:
 - a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) ("necessary expenditures"), specifically for the additional staffing and supplies incurred as a result of the public health emergency;
 - b. Were not accounted for in Sub-Grantee's most recently approved budget as of the date of this Agreement; and
 - c. Were incurred during the period that begins on January 1, 2021 and ends on September 30, 2021.
3. PROHIBITED USES:
 - a. Sub-Grant Funds provided pursuant to this Agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections or any other ineligible expenditures as stated in guidance currently available or to be issued by the Treasury.
 - b. Sub-Grant Funds received pursuant to this Agreement cannot be used for expenditures where Sub-Grantee has or will receive funding from the County for the same loss or expense if the amount of the expenditure exceeds the Sub-Grantee's actual losses or expenses when added to any prior or anticipated County funding. Sub-Grantee may similarly not use Sub-Grant Funds for Sub-Grantee's losses or expenses reimbursed under any other federal, state, or private program.
 - c. The Sub-Grantee agrees that the Sub-Grantee is fully responsible for compliance with federal law and federal guidance regarding the expenditure of the Sub-Grant Funds. The CARES Act and related guidance from the Treasury supersede any provision of this Agreement regarding the lawful use of Sub-Grant Funds by the Sub-Grantee. Sub-Grantee may not rely on the terms of this Agreement as a defense to unlawful expenditures of Sub-Grant Funds where the terms of this Agreement are in conflict with the CARES Act or guidance from the Treasury.
 - d. Sub-Grantee agrees, understands, and certifies that as a recipient of federal funds it is required to, and will, comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. Other federal laws which may apply include but are not necessarily limited to: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti- Kickback"

Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti- Lobbying Amendment, and the Debarment and Suspension Executive Orders. Sub-Grantee will comply with these laws and regulations, and any other federal, state or local laws or regulations to the extent they apply to the subject matter of this Agreement. For additional detail on Federal requirements that may be applicable to this grant, subgrants or contracts see the [Assurances for Non-Construction Programs \(SF-424B\)](#) or [Assurances for Construction Program \(SF-424D\)](#), as required by law, from the Office of Management and Budget Assurances, which is hereby incorporated by reference into this Agreement.

4. **EFFECTIVE DATE:** The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) will be deemed the effective date of this Agreement. This Agreement will terminate December 31, 2022.
5. **EXPENDITURE DEADLINE:** Sub-Grant Funds provided by Municipality pursuant to this Agreement that are not expended on necessary expenditures on or before December 31, 2022, by Sub-Grantee or its subgrantee(s) or subcontractors, will be returned to Municipality or , if directed, to Salt Lake County or the Treasury.
6. **GRANT FUND GUIDANCE:** Sub-Grantee must adhere to any current or future federal or Salt Lake County guidance regarding spending, reporting or any other matter related to the Grant Funds distributed to Sub-Grantee by the Municipality. Federal guidance has been updated regularly and can be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.
7. **ADDITIONAL FUNDING:** If the Sub-Grantee receives funding from another source intended for a similar purpose (i.e. to combat and address the effects of COVID-19), Sub-Grantee will reimburse Municipality the Sub-Grant Funds the Municipality provided which have been spent by Sub-Grantee and any unused funds, up to the amount of the other funding, within 15 calendar days of the Sub-Grantee's receipt of such additional funding.
8. **IMPROPER USE:**
 - a. If a County, State of Utah, or Treasury audit findings determine that any Sub-Grant Funds received by the Sub-Grantee were expended in violation of the requirements of the CARES Act, or any applicable law, Sub-Grantee will return or repay those Sub-Grant Funds to Municipality or Salt Lake County, as directed by the audit, within 15 calendar days of written notice of the determination.
 - b. If the Sub-Grantee fails for any reason to repay the Sub-Grant Funds to the Municipality or Salt Lake County under this Agreement, and the Municipality or Salt Lake County repays the Sub-Grant Funds to the Treasury, the amount paid by the Municipality or Salt Lake County will become a past due obligation of the Sub-Grantee and may be immediately collected no later than fifteen calendar days after request.
9. **RECORDS, REPORTING, AND TRANSPARANCY:**

- a. For a period of six years following termination of this Agreement, Sub-Grantee will retain documentation of all uses of the Sub-Grant Funds, including but not limited to invoices and/or sales receipts. All payroll expenditures must illustrate compliance with the CARES Act by detailed, daily documentation. Such documentation will be produced to Municipality, Salt Lake County, or the Treasury upon request.
 - b. Upon termination of this Agreement for any reason, the Sub-Grantee will submit a final report accounting for the final month of expenditures and providing a general summary of the total expenditures under this Agreement.
 - c. Sub-Grantee will fully cooperate with the Municipality, County, the Treasury, and the State of Utah in any investigations or audits into the use of Sub-Grant Funds.
 - d. Sub-Grantee will comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F.
10. CHOICE OF LAW: This Agreement will be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement will be brought in a court of competent jurisdiction in the State of Utah. Venue will be in Salt Lake County, in the Third Judicial District Court for Salt Lake County.
11. GOVERNMENTAL IMMUNITY: Municipality and Sub-Grantee are both political subdivisions of the State of Utah, subject to the Governmental Immunity Act of Utah (the “Act”), UTAH CODE ANN. §§ 63G-7-101 to -904 (as amended). The parties agree that they will only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement will be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.
12. SURVIVAL: Termination or expiration of this Agreement will not extinguish or prejudice the Municipality or Salt Lake County’s right to recoup or otherwise recover Sub-Grant Funds from Sub-Grantee as provided in this Agreement. Additionally, termination or expiration of this Agreement will not extinguish or prejudice the Municipality’s rights to enforce this Agreement, or with respect to any default of this Agreement.
13. FAIR ALLOCATION. The Parties hereby agree that the amount of the Sub-Grant was equitably determined using a proportional method of allocating necessary expenditures among the members of Sub-Grantee by each entity’s population. Municipality agrees that this method is appropriate and waives any right in law or equity to challenge the amount of Sub-Grant Funds allocated under this Agreement.
14. INTEREST. The Sub-Grantee may use any interest earned on the Grant Funds only for purposes outlined in this Agreement.
15. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the

same instrument.

16. SUSPENSION OR DEBARMENT: The Sub-Grantee certifies that neither it nor its principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

The Parties hereby execute this Agreement.

MAGNA METRO TOWNSHIP

MAGNA WATER DISTRICT

By: _____
Dan W. Peay, Mayor

By: _____
Clint Dilley
General Manager

Date: _____

Date: _____

Approved as to form for Magna:

Approved as to form for Magna Water
District:

By: _____
Paul H, Ashton, Attorney

By: _____



BOARD OF TRUSTEES
Mick Sudbury, Chairman
Jeff White, Trustee
Dan Stewart, Trustee

GENERAL MANAGER
Clint Dilley

October 5, 2021

Township Administrator
Magna Metro Township
8952 West Magna Main Street
Magna, UT 84044

RE: Magna Water District Request for CARES Act Funding.

Dear Administrator:

As I understand, Magna Metro Township received, funding through the CARES Act to cover related expenses. I am writing to respectfully request reimbursement for funds expended by Magna Water District during 2020 & 2021 directly related to the COVID-19 Pandemic that would qualify under the CARES Act.

As you know, Magna Water District provides water and wastewater services for all of Magna Metro Township residents, parts of West Valley City, and some unincorporated parts of Salt Lake County. These services fall under the essential services for our community.

We are requesting that Magna Metro Township reimburse the total expenditures directly related to the COVID-19 Pandemic as allowed under the CARES Act. The total expenditures for 2020 – 2021 to date are \$33,950.07.

1. Payroll for employees requiring paid COVID related leave as defined under the CARES Act. This leave has assisted employees when needing time away due to illness, or a related situation such as family care, or the need to quarantine.

a. As of 12/31/2020, Magna Water District has granted 17 employees 936.5 hours at a cost of \$26,149.33.
b. From 01/01/2021 to 09/30/2021, Magna Water District has granted 4 employees 160 hours at a cost of \$3,583.90.

2. Equipment to protect employees: \$4,216.84 total expense as of 09/30/2021. Plexiglass for customer service, masks, face shields, hand sanitizer, sanitizing spray, gloves, and etc. Please see attached supporting documentation for these expenses.



If Magna Metro Township would like further information on these expenditures needed to process this reimbursement, please feel free to reach out to me via email leisle@magnawater.com or office phone at 801-250-2118 ext 107.

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in blue ink that reads "Lelsle Fitzgerald". The signature is written in a cursive, flowing style.

Lelsle Fitzgerald
District Controller

/lf

VENDOR: 1667 EVERGREEN BUSINESS SOLUTIONS

7/16/2020

Check No: 28146

28146

INVOICE #	PO #	INV DATE	DESCRIPTION	INV AMOUNT	GL Number
42697-1	1	6/23/2020	200 FACE MASKS FOR OFFICE	270.00	01-03-4185-00

TOTAL AMOUNT 270.00

Magna Water District

Payment Voucher

Vendor Number: 1667

EVERGREEN BUSINESS SOLUTIONS
2863 SOUTH WEST TEMPLE
SALT LAKE CITY UT 84115

Print Date: 06/23/2020

Invoice No: 42697-1

Invoice Date: 06/23/2020

Total Invoice Amount: 270.00

GL Period 06/20

Purchase Order No. _____

Due Date 7/23/20

Description	GL Account	Amount
200 FACE MASKS FOR OFFICE	01-03-4185-00	\$270.00 06/20


Reviewed By


Approved By



ENTERED
6/23/20

INVOICE

Number 42697-1
Date 06/23/2020
Client ID 89954
Rep Barbara Sederquist

INVOICE TO
Magna Water District
Mickey Boone
PO Box 303
Magna UT 84044

SHIP TO
Magna Water District
Mickey Boone
8885 W 3500 S
Magna UT 84044

Ship Via	FOB	Customer Order No.	Terms		Tax Number
Our Discretion	Factory		Net 30 Days		11762828002STC
Qty Shipped	Description			Unit Price	Extension
200	Single Use Face Mask Pricing :			\$1.35	\$270.00
01-03-4185-00					
Terms & Conditions				Artwork	\$0.00
PLEASE PAY FROM THIS INVOICE. Evergreen charges a 3% Service Fee for all Invoices paid with a Credit Card. TERMS: Net 30. Accounts over 30 days will incur a 1.5% Monthly Service Charge (18% Per Annum). Shortages or damaged goods must be claimed within 5 days of receipt of order.				Freight	\$0.00
				Sub-Total	\$270.00
				Tax	\$0.00
				TOTAL	\$270.00
				Deposit	\$0.00
				Balance Due	\$270.00

Contact :
Barbara Sederquist
2863 South West Temple
Salt Lake City, UT, United States 84115
Tel : (801) 466-9609 Fax : (801) 466-9605
Website : www.evg-solutions.com
Email : barbs@evg-solutions.com

PLEASE REMIT PAYMENT TO MAIN OFFICE

Main Office :
Evergreen Business Solutions, Inc.
2863 S. West Temple
Salt Lake City, UT, United States 84115
Tel : (801) 466-9609 Fax : (801) 466-9605
Toll Free : (800) 789-3676
Website : www.evg-solutions.com

PURCHASE ORDER
MAGNA WATER DISTRICT

8885 WEST 3500 S
MAGNA UT 84044
PHONE: 801-250-2118

THIS PURCHASE ORDER #
MUST BE ON ALL INVOICES
OR RELATED
PAPERWORK.

PURCHASE ORDER DATE: 06/11/2020

20836

ISSUED TO: EVERGREEN BUSINESS SOLUTIONS
2863 SOUTH WEST TEMPLE
SALT LAKE CITY UT 84115

SHIP TO: MAGNA WATER DISTRICT
8885 WEST 3500 S
PO BOX 303
MAGNA UT 84044

CONTACT: LF

SHIPPING: FOB DESTINATION

Department: Office

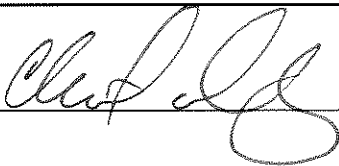
<u>REQ #</u>	<u>QUANTITY</u>	<u>PART NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
7533	1.00		DISPOSABLE FACE MASKS 200	300.00	300.00	01-03-4220-00

Freight/Misc

TOTAL	300.00
-------	--------

Plus applicable sales tax.

PURCHASING OFFICER



FINANCE DIRECTOR

Signature approval certifies that the amount shown above is required to meet a contract, agreement, obligation or expense of the Town, and has been lawfully appropriated, authorized, or directed for such purpose.

MAGNA WATER COMPANY

VENDOR: EVERGREEN BUSINESS SOLUTIONS
2863 SOUTH WEST TEMPLE
SALT LAKE CITY UT 84115

DATE WANTED

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.00	DISPOSABLE FACE MASKS 200	300.00	300.00
	Total Freight Misc		
NOTE:			
ACCOUNT NUMBERS 01-03-4220-00		TOTAL	300.00

ACCOUNT NUMBERS 01-03-4220-00

TOTAL	300.00
-------	--------

MIKEY

☐ CALL IN PURCHASE ORDER NUMBER

REQUISITION PREPARED BY

PHONE NO. 801-466-9609

☐ SEND ORIGINAL PURCHASE ORDER TO VENDOR

DEPARTMENT HEAD

☐ RETURN ORIGINAL P.O. TO DEPARTMENT HEAD

CITY MANAGER

Magna Water District

Payment Voucher

Vendor Number: 1404

BANKCARD CENTER
P.O. BOX 30833
SALT LAKE CITY UT 84130-0833

Print Date: 10/27/2020

Invoice No: 05312020

Invoice Date: 05/31/2020

Total Invoice Amount: 112.03

GL Period 09/20

Purchase Order No. _____

Due Date _____

Description	GL Account	Amount
AMAZON SAFETY COVID SUPPLIES	01-03-4220-00	\$112.03 09/20


Reviewed By

Approved By

Magna Water District

Payment Voucher

Vendor Number: 1404

BANKCARD CENTER
P.O. BOX 30833
SALT LAKE CITY UT 84130-0833

Print Date: 10/27/2020

Invoice No: 05312020AMAZON

Invoice Date: 05/31/2020

Total Invoice Amount: 14.42

GL Period 09/20

Purchase Order No. _____

Due Date _____

Description	GL Account	Amount
AMAZON SAFETY COVID SUPPLIES	01-03-4220-00	\$14.42 09/20


Reviewed By

Approved By

Magna Water District

Payment Voucher

Vendor Number: 1404

Print Date: 10/27/2020

Invoice No: 06302020AMAZON

Invoice Date: 06/30/2020

BANKCARD CENTER

Total Invoice Amount: 67.56

P.O. BOX 30833

GL Period 09/20

SALT LAKE CITY UT 84130-0833

Purchase Order No. _____

Due Date _____

Description	GL Account	Amount
AMAZON SAFETY COVID SUPPLIES	01-03-4220-00	\$67.56 09/20


Reviewed By

Approved By

**Details for Order #113-6509532-4573013**

Print this page for your records.

Order Placed: June 24, 2020**Amazon.com order number:** 113-6509532-4573013**Order Total:** \$67.56**Not Yet Shipped****Items Ordered**

1 of: *Solar Driveway Alarm Wireless Outside 1800ft Range, Outdoor Motion Sensor & Detector Driveway Alert System with Rechargeable Battery/Weatherproof/Mute Mode(1&1-Brown)* **Price** \$62.99

Sold by: Wuloo ([seller profile](#))

Condition: New

Shipping Address:

Magna Water District
8885 W 3500 S
MAGNA, UT 84044-1648
United States

Shipping Speed:

FREE Shipping

Payment information**Payment Method:**

Visa | Last digits: 5800

Billing address

Clint Dilley
PO BOX 303
MAGNA, UT 84044-0303
United States

Item(s) Subtotal: \$62.99

Shipping & Handling: \$7.55

Free Shipping: -\$7.55

Total before tax: \$62.99

Estimated tax to be collected: \$4.57

Grand Total: \$67.56

To view the status of your order, return to [Order Summary](#).

[Conditions of Use](#) | [Privacy Notice](#) © 1996-2020, Amazon.com, Inc. or its affiliates

FOR THE DRIVE THRU
WINDOW TO NOTIFY
FRONT OFFICE OF CUSTOMER
AT WINDOW

Magna Water District

Payment Voucher

Vendor Number: 1667

EVERGREEN BUSINESS SOLUTIONS
2863 SOUTH WEST TEMPLE
SALT LAKE CITY UT 84115

Print Date: 04/29/2020

Invoice No: 42499-1

Invoice Date: 04/29/2020

Total Invoice Amount: 145.00

GL Period 04/20

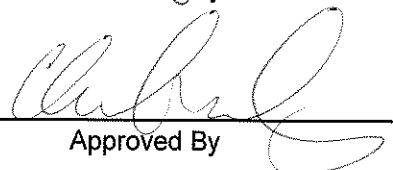
Purchase Order No. _____

Due Date

5/29/20

Description	GL Account	Amount
Disposable Face Mask	01-03-4185-00	\$145.00 04/20


Reviewed By


Approved By



INVOICE

Number 42499-1
Date 04/29/2020
Client ID 89954
Rep Barbara Sederquist

INVOICE TO
 Magna Water District
 Lynette Aust
 PO Box 303
 Magna UT 84044

SHIP TO
 Magna Water District
 Lynette Aust
 PO Box 303
 Magna UT 84044

Ship Via	FOB	Customer Order No.	Terms	Tax Number	
Our Discretion	Factory	20729	Net 30 Days	11762828002STC	
Qty Shipped	Description			Unit Price	Extension
100	Disposable Face Mask Pricing :			\$1.35	\$135.00
Terms & Conditions PLEASE PAY FROM THIS INVOICE. Evergreen charges a 3% Service Fee for all Invoices paid with a Credit Card. TERMS: Net 30. Accounts over 30 days will incur a 1.5% Monthly Service Charge (18% Per Annum). Shortages or damaged goods must be claimed within 5 days of receipt of order.				Artwork	\$0.00
				Freight	\$10.00
				Sub-Total	\$145.00
				Tax	\$0.00
				TOTAL	\$145.00
				Deposit	\$0.00
				Balance Due	\$145.00

010348500

Contact :
 Barbara Sederquist
 2863 South West Temple
 Salt Lake City, UT, United States 84115
 Tel : (801) 466-9609 Fax : (801) 466-9605
 Website : www.evg-solutions.com
 Email : barbs@evg-solutions.com

PLEASE REMIT PAYMENT TO MAIN OFFICE

Main Office :
 Evergreen Business Solutions, Inc.
 2863 S. West Temple
 Salt Lake City, UT, United States 84115
 Tel : (801) 466-9609 Fax : (801) 466-9605
 Toll Free : (800) 789-3676
 Website : www.evg-solutions.com

PURCHASE ORDER
MAGNA WATER DISTRICT

8885 WEST 3500 S
MAGNA UT 84044
PHONE: 801-250-2118

THIS PURCHASE ORDER #
MUST BE ON ALL INVOICES
OR RELATED
PAPERWORK.

PURCHASE ORDER DATE: 04/08/2020

20729

ISSUED TO: EVERGREEN BUSINESS SOLUTIONS
2863 SOUTH WEST TEMPLE
SALT LAKE CITY UT 84115

SHIP TO: MAGNA WATER DISTRICT
8885 WEST 3500 S
PO BOX 303
MAGNA UT 84044

CONTACT: LF

SHIPPING: FOB DESTINATION

Department: Office

<u>REQ #</u>	<u>QUANTITY</u>	<u>PART NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
7422	1.00		100 FACE MASKS	111.00	111.00	01-03-4185-00

Freight/Misc

TOTAL	111.00
-------	--------

Plus applicable sales tax.

PURCHASING OFFICER

_____ 

FINANCE DIRECTOR

Signature approval certifies that the amount shown above is required to meet a contract, agreement, obligation or expense of the Town, and has been lawfully appropriated, authorized, or directed for such purpose.

MAGNA WATER COMPANY

VENDOR: EVERGREEN BUSINESS SOLUTIONS
2863 SOUTH WEST TEMPLE
SALT LAKE CITY UT 84115

REQUISITION NO. 7422

ACCOUNT NUMBERS 01-03-4185-00

TOTAL	425.00
-------	--------

REQUISITION PREPARED BY

DEPARTMENT HEAD

CITY MANAGER

28061

VENDOR: 1667 EVERGREEN BUSINESS SOLUTIONS

5/21/2020

Check No: 28061

INVOICE #
42499-1

PO #

INV DATE
4/29/2020

DESCRIPTION

Disposable Face Mask

INV AMOUNT

145.00

GL Number

01-03-4185-00

TOTAL AMOUNT

145.00

28478

VENDOR: 1667 EVERGREEN BUSINESS SOLUTIONS

12/10/2020

Check No: 28478

INVOICE #	PO #	INV DATE	DESCRIPTION	INV AMOUNT	GL Number
43266-1 1	21084	11/25/2020	DISPOSABLE FACE MASKS 200	69.00	01-03-4220-00

TOTAL AMOUNT	69.00
--------------	-------

Magna Water District

Payment Voucher

Vendor Number: 1667

EVERGREEN BUSINESS SOLUTIONS
2863 SOUTH WEST TEMPLE
SALT LAKE CITY UT 84115

Print Date: 11/30/2020

Invoice No: 43266-1

Invoice Date: 11/25/2020

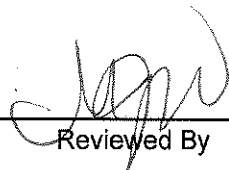
Total Invoice Amount: 69.00

GL Period 11/20

Purchase Order No. 21084

Due Date 12/15/20

Description	GL Account	Amount
DISPOSABLE FACE MASKS 200	01-03-4220-00	\$69.00 11/20


Reviewed By


Approved By



INVOICE

Number 43266-1
Date 11/25/2020
Client ID 89954
Rep Barbara Sederquist

INVOICE TO
 Magna Water District
 Mickey Boone
 PO Box 303
 Magna UT 84044

SHIP TO
 Magna Water District
 Mickey Boone
 8885 W 3500 S
 Magna UT 84044

ENTERED 11/30/20

Ship Via	FOB	Customer Order No.	Terms		Tax Number
Our Discretion	Factory		Net 30 Days		11762828002STC
Qty Shipped	Description			Unit Price	Extension
5	Single Use Face Mask 50 pcs Pricing :			\$9.99	\$49.95
Terms & Conditions PLEASE PAY FROM THIS INVOICE. Evergreen charges a 3% Service Fee for all Invoices paid with a Credit Card. TERMS: Net 30. Accounts over 30 days will incur a 1.5% Monthly Service Charge (18% Per Annum). Shortages or damaged goods must be claimed within 5 days of receipt of order.				Artwork Freight Sub-Total Tax TOTAL Deposit Balance Due	\$0.00 \$19.05 \$69.00 \$0.00 \$69.00 \$0.00 \$69.00

Contact :
 Barbara Sederquist
 2863 South West Temple
 Salt Lake City, UT, United States 84115
 Tel : (801) 466-9609 Fax : (801) 466-9605
 Website : www.evg-solutions.com
 Email : barbs@evg-solutions.com

PLEASE REMIT PAYMENT TO MAIN OFFICE

Main Office :
 Evergreen Business Solutions, Inc.
 2863 S. West Temple
 Salt Lake City, UT, United States 84115
 Tel : (801) 466-9609 Fax : (801) 466-9605
 Toll Free : (800) 789-3676
 Website : www.evg-solutions.com

PURCHASE ORDER
MAGNA WATER DISTRICT

8885 WEST 3500 S
MAGNA UT 84044
PHONE: 801-250-2118

THIS PURCHASE ORDER #
MUST BE ON ALL INVOICES
OR RELATED
PAPERWORK.

PURCHASE ORDER DATE: 11/17/2020

21084

ISSUED TO: EVERGREEN BUSINESS SOLUTIONS
2863 SOUTH WEST TEMPLE
SALT LAKE CITY UT 84115

SHIP TO: MAGNA WATER DISTRICT
8885 WEST 3500 S
PO BOX 303
MAGNA UT 84044

CONTACT: MLB

SHIPPING: FOB DESTINATION

Department: Office

<u>REQ #</u>	<u>QUANTITY</u>	<u>PART NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GLACCOUNT</u>
7783	1.00		DISPOSABLE FACE MASKS 200	270.00	270.00	01-03-4220-00

Freight/Misc

TOTAL	270.00
-------	--------

Plus applicable sales tax.

PURCHASING OFFICER

FINANCE DIRECTOR

Signature approval certifies that the amount shown above is required to meet a contract, agreement, obligation or expense of the Town, and has been lawfully appropriated, authorized, or directed for such purpose.

MAGNA WATER COMPANY

VENDOR: EVERGREEN BUSINESS SOLUTIONS
2863 SOUTH WEST TEMPLE
SALT LAKE CITY UT 84115

DATE WANTED

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.00	DISPOSABLE FACE MASKS 200	270.00	270.00
	Total Freight Misc		
NOTE:			
ACCOUNT NUMBERS 01-03-4220-00			TOTAL 270.00

ACCOUNT NUMBERS 01-03-4220-00

TOTAL	270.00
-------	--------

MIKEY

☐ CALL IN PURCHASE ORDER NUMBER

REQUISITION PREPARED BY

PHONE NO. 801-466-9609

☐ SEND ORIGINAL PURCHASE ORDER TO VENDOR

DEPARTMENT HEAD

☐ RETURN ORIGINAL P.O. TO DEPARTMENT HEAD

CITY MANAGER

PETTY CASH
 AMOUNT \$ 9.00
 NO. 1544
 DATE February 6, 2021
 ACCOUNT NO. _____
 APPROVED BY _____
 RECEIVED BY Lynette
 FOR Face Mask
 010348500
 12-12
 A-1156
 1-4109

Magna Water District

Payment Voucher

Vendor Number: 839

Print Date: 03/11/2021

Invoice No: 1544

Invoice Date: 02/06/2021

Total Invoice Amount: 9.68

CASH (PETTY)

MAGNA UT 84044

GL Period 03/21

Purchase Order No.

Due Date

Description	GL Account	Amount
FACE MASKS	01-03-4185-00	\$9.68 03/21


Reviewed By


Approved By

VENDOR: 1404 BANKCARD CENTER			4/02/2020	Check No: 150747
INVOICE #	PO #	INV DATE	DESCRIPTION	INV AMOUNT
04022020 1		4/02/2020	FACE MASKS FROM AMAZON.COM	87.39

TOTAL AMOUNT	87.39
--------------	-------

Eighty-Seven and 39/100 Dollars

4/02/2020 150747

87.39

BANKCARD CENTER
P.O. BOX 30833
SALT LAKE CITY UT 84130-0833

VENDOR: 1404 BANKCARD CENTER			4/02/2020	Check No: 150747	
INVOICE #	PO #	INV DATE	DESCRIPTION	INV AMOUNT	GL Number
04022020 1		4/02/2020	FACE MASKS FROM AMAZON.COM	87.39	01-03-4560-00

TOTAL AMOUNT	87.39
--------------	-------

Magna Water District

Payment Voucher

Vendor Number: 1404

Print Date: 07/14/2020

Invoice No: 04022020

Invoice Date: 04/02/2020

Total Invoice Amount: 87.39

BANKCARD CENTER

P.O. BOX 30833

SALT LAKE CITY UT 84130-0833

GL Period 04/20

Purchase Order No. _____

Due Date _____

Description	GL Account	Amount
FACE MASKS FROM AMAZON.COM	01-03-4560-00	\$87.39 04/20


Reviewed By


Approved By

**Final Details for Order #112-8270165-8429031**

Print this page for your records.

Order Placed: April 1, 2020**Amazon.com order number:** 112-8270165-8429031**Order Total:** \$87.39**Shipped on April 1, 2020****Items Ordered**

5 of: *Face Masks for Children and Adults-Ideal (1 Pack) Medical Mouth Mask Protective for pet allergens, Dusty environments, and Other environments That Require Respiratory Protection*

Price

\$14.99

Sold by: Ethel Han ([seller profile](#))

Condition: New

Shipping Address:

mikey boone
8885 W 3500 S
MAGNA, UT 84044-1648
United States

Shipping Speed:

Standard Shipping

Payment information**Payment Method:**

Visa | Last digits: 3284

Item(s) Subtotal: \$74.95

Shipping & Handling: \$6.99

Total before tax: \$81.94

Estimated tax to be collected: \$5.45

Grand Total: \$87.39**Billing address**

MIKEY BOONE
8885 W 3500 S
P.O. BOX 303
MAGNA, UTAH 84044
United States

Credit Card transactions

Visa ending in 3284: April 1, 2020: \$87.39

To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2020, Amazon.com, Inc. or its affiliates



DEDICATED TO THE PROFESSIONAL

Store 5534, 7329 WEST 3500 SOUTH ST,
MAGNA, UT 84044 (385) 275-1077

Bill To:

MAGNA WATER DISTRICT

8600 WEST 2711 SOUTH
MAGNA, UT 84044
(801) 250-2118

Invoice	5534-362334
Sale Type	CHG. CARD SALE
Date	08/05/2020 1:30 PM
Ship Via	
PO Number	

Counter #	Customer Account	Ordered By	Special Instructions
465458	2105528		

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extended	
1	SSS	GWBN48100	XL NITRILE G		OZ	BX	N	22.02	12.99	12.99

Brake, petty cash

1 Item

Noise-Free Guarantee on BrakeBest Select & Ceramic pads & rotors!

Chip Used: Y A0000000031010 0000008000 E800 05021203A02002 Verified By Not Verified REF #: 185572664715 AUTH CD: 00679C

Sub-Total	12.99
Sales Tax	0.00
Total	12.99
VISA #4596	12.99



WWW.FIRSTCALLONLINE.COM

Please visit www.firstcallonline.com/warranty for warranty details

1/1

WE APPRECIATE YOUR BUSINESS!

Remit To: PO BOX 9464, SPRINGFIELD, MO 65801-9464

Magna Water District

Payment Voucher

Vendor Number: 839

Print Date: 08/06/2020

Invoice No: 1507

Invoice Date: 08/06/2020

Total Invoice Amount: 12.99

CASH (PETTY)

MAGNA UT 84044

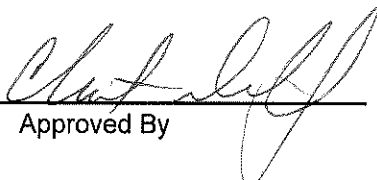
GL Period 08/20

Purchase Order No.

Due Date

Description	GL Account	Amount
GLOVES FOR COVID-19	01-01-4185-00	\$12.99 08/20


Reviewed By


Approved By

VENDOR: 1383 UNITED LABORATORIES

4/01/2020

Check No: 150591

INVOICE #	PO #	INV DATE	DESCRIPTION	INV AMOUNT
INV283106 1	20678	3/23/2020	HAND SANITIZER AND DISPENSERS FOR	335.01
INV283107 1	20681	3/23/2020	HAND SANITISER AND DISPENSORS FOR	334.01

TOTAL AMOUNT	669.02
--------------	--------

4/01/2020 150591

Six Hundred Sixty-Nine and 02/100 Dollars

669.02

UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

VENDOR: 1383 UNITED LABORATORIES

4/01/2020

Check No: 150591

INVOICE #	PO #	INV DATE	DESCRIPTION	INV AMOUNT	GL Number
INV283106 1	20678	3/23/2020	HAND SANITIZER AND DISPENSERS FOR	335.01	01-02-4185-00
INV283107 1	20681	3/23/2020	HAND SANITISER AND DISPENSORS FOR	334.01	01-01-4185-00

TOTAL AMOUNT	669.02
--------------	--------

Magna Water District

Payment Voucher

Vendor Number: 1383

UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

Print Date: 03/31/2020

Invoice No: INV283106

Invoice Date: 03/23/2020

Total Invoice Amount: 335.01

GL Period 03/20

Purchase Order No. 20678

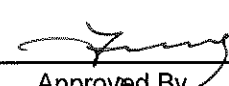
Due Date 4/22/20

Description	GL Account	Amount	
HAND SANITIZER AND DISPENSERS FOR WWTP	01-02-4185-00	\$335.01	03/20

630-797-4153. CC

Centra


Reviewed By


Approved By



Federal ID # 36-2535769
United Laboratories
PO Box 410
St. Charles, IL 60174-0410
Any questions please call: 1-630-377-0900
www.unitedlabsinc.com

3/31

Ship To: Magna Water Company
Raymund Mondragon
8885 W 3500 S

Magna

UT

84044-1648

SOLD TO: Magna Water Company
A/P
PO Box 303

Magna UT 84044-1648

INVOICE

Invoice No.	Date	Cust	Terms
INV283106	3/23/2020	333731	NET30
Reference	PO 20678		
Order no.	SO267140		
Carrier	UPS		
Salesrep	2201	Michaud, Mike	
Ship Date:	3/20/2020		

Product	Ordered	Shipped	Unit Price	Total
36408 CONTACT PLUS 750 ML 8/CASE	8.00 EA	8.00 EA	\$34.00	\$272.00
A759B 750ML MANUAL SOAP DISP BLACK	4.00 EA	4.00 EA	\$0.00	\$0.00

The merchandise listed above has been produced in accordance with the fair labor standards act of 1936, as amended. Absolutely no merchandise returned for credit without prior written consent.
2% finance charge per month for amounts not received within stated terms.

Any quantity or item not shipped complete is automatically back ordered

Due Date	4/22/2020
Net Invoice	\$272.00
Sales Tax	\$0.00
Processing/Shipping/Handling	\$63.01
State EPA Fees	\$0.00
Total Amount	\$335.01 USD

Please detach and return with payment

Sold To Magna Water Company
A/P
PO Box 303

Magna UT 84044-1648

**PLEASE REMIT
PAYMENT TO:**

United Laboratories
PO Box 410
St. Charles, IL 60174-0410

Account Number 333731
Invoice Number INV283106
Invoice Date 3/23/2020
Invoice Amount \$335.01 USD

Check # _____ \$ _____

PURCHASE ORDER
MAGNA WATER DISTRICT

8885 WEST 3500 S
MAGNA UT 84044
PHONE: 801-250-2118

THIS PURCHASE ORDER #
MUST BE ON ALL INVOICES
OR RELATED
PAPERWORK.

PURCHASE ORDER DATE: 03/10/2020

20678

ISSUED TO: UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

SHIP TO: MAGNA WATER DISTRICT
8885 WEST 3500 S
PO BOX 303
MAGNA UT 84044

CONTACT: LF

SHIPPING: FOB DESTINATION

Department: Sewer

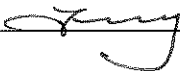
<u>REQ #</u>	<u>QUANTITY</u>	<u>PART NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
7372	1.00		HAND SANITIZER AND DISPENSERS FOR WWTP	400.00	400.00	01-02-4185-00

Freight/Misc

TOTAL	400.00
-------	--------

Plus applicable sales tax.

PURCHASING OFFICER

_____ 

FINANCE DIRECTOR

Signature approval certifies that the amount shown above is required to meet a contract, agreement, obligation or expense of the Town, and has been lawfully appropriated, authorized, or directed for such purpose.

MAGNA WATER COMPANY

VENDOR: UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

DATE WANTED

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.00	HAND SANITIZER AND DISPENSERS FOR WWTP	400.00	400.00
	Total Freight Misc		
NOTE:			
ACCOUNT NUMBERS	01-02-4185-00	TOTAL	400.00

ACCOUNT NUMBERS 01-02-4185-00

TOTAL	400.00
-------	--------

☐ CALL IN PURCHASE ORDER NUMBER

REQUISITION PREPARED BY

PHONE NO. 630-377-0900

☐ SEND ORIGINAL PURCHASE ORDER TO VENDOR

DEPARTMENT HEAD _____

☐ RETURN ORIGINAL P.O. TO DEPARTMENT HEAD

CITY MANAGER

Magna Water District

Payment Voucher

Vendor Number: 1383

UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

Print Date: 03/31/2020

Invoice No: INV283107

Invoice Date: 03/23/2020

Total Invoice Amount: 334.01

GL Period 03/20

Purchase Order No. 20681

Due Date 4/22/20

Description	GL Account	Amount
HAND SANITISER AND DISPENSORS FOR WATER SIDE	01-01-4185-00	\$334.01 03/20
630-797-4153-CC		

Centra


Reviewed By


Approved By

669.02



3/31

Federal ID # 36-2535769
United Laboratories
PO Box 410
St. Charles, IL 60174-0410
Any questions please call: 1-630-377-0900
www.unitedlabsinc.com

Ship To: Magna WWTP
Tony - Plant Operator
8885 W 3500 S

Magna UT 84044-1648

SOLD TO: Magna Water Company
A/P
PO Box 303

Magna UT 84044-1648

INVOICE

Invoice No.	Date	Cust	Terms
INV283107	3/23/2020	333731	NET30
Reference	PO 20681		
Order no.	SO267396		
Carrier	UPS		
Salesrep	2201	Michaud, Mike	
Ship Date:	3/20/2020		

Product	Ordered	Shipped	Unit Price	Total
36408 CONTACT PLUS 750 ML 8/CASE	8.00 EA	8.00 EA	\$34.00	\$272.00
A759B 750ML MANUAL SOAP DISP BLACK	4.00 EA	4.00 EA	\$0.00	\$0.00

The merchandise listed above has been produced in accordance with the fair labor standards act of 1936, as amended. Absolutely no merchandise returned for credit without prior written consent.
2% finance charge per month for amounts not received within stated terms.

Any quantity or item not shipped complete is automatically back ordered

Due Date	4/22/2020
Net Invoice	\$272.00
Sales Tax	\$0.00
Processing/Shipping/Handling	\$62.01
State EPA Fees	\$0.00
Total Amount	\$334.01 USD

Please detach and return with payment

Sold To Magna Water Company
A/P
PO Box 303

Magna UT 84044-1648

**PLEASE REMIT
PAYMENT TO:**

United Laboratories
PO Box 410
St. Charles, IL 60174-0410

Account Number 333731
Invoice Number INV283107
Invoice Date 3/23/2020
Invoice Amount \$334.01 USD

Check # _____ \$ _____

PURCHASE ORDER
MAGNA WATER DISTRICT

8885 WEST 3500 S
MAGNA UT 84044
PHONE: 801-250-2118

THIS PURCHASE ORDER #
MUST BE ON ALL INVOICES
OR RELATED
PAPERWORK.

PURCHASE ORDER DATE: 03/11/2020

20681

ISSUED TO: UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

SHIP TO: MAGNA WATER DISTRICT
8885 WEST 3500 S
PO BOX 303
MAGNA UT 84044

CONTACT: LF

SHIPPING: FOB DESTINATION

Department: Water

REQ #	QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL	GLACCOUNT
7375	1.00		HAND SANITISER AND DISPENSORS FOR WATER	400.00	400.00	01-01-4185-00

Freight/Misc

TOTAL 400.00

Plus applicable sales tax.

PURCHASING OFFICER



FINANCE DIRECTOR

Signature approval certifies that the amount shown above is required to meet a contract, agreement, obligation or expense of the Town, and has been lawfully appropriated, authorized, or directed for such purpose.

MAGNA WATER COMPANY

VENDOR: UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

DATE WANTED

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.00	HAND SANITISER AND DISPENSORS FOR WATER SIDE	400.00	400.00
	Total Freight Misc		
NOTE:			
ACCOUNT NUMBERS 01-01-4185-00			TOTAL 400.00

ACCOUNT NUMBERS 01-01-4185-00

TOTAL	400.00
-------	--------

☐ CALL IN PURCHASE ORDER NUMBER

REQUISITION PREPARED BY

PHONE NO. 630-377-0900

☐ SEND ORIGINAL PURCHASE ORDER TO VENDOR

DEPARTMENT HEAD

☐ RETURN ORIGINAL P.O. TO DEPARTMENT HEAD

CITY MANAGER

Approved By



Steve Clark <motoxboys451@gmail.com>

Receipt from Outlaw Distillery

1 message

Outlaw Distillery via Square <receipts@messaging.squareup.com>

Tue, May 12, 2020 at 11:58 AM

Reply-To: Outlaw Distillery via Square

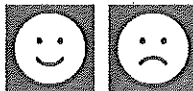
<CAESKBIAGhyX29qYXZibnpaWkzZWt2Y2VqaXI0aW0yYillZGhG9ndWUilB+dQHprenc/DB/CQnzxeQirHBA+fSaKoiMIdEMG8NOR@reply2.squareup.com>

To: motoxboys451@gmail.com



Outlaw Distillery

How was your experience?

**\$42.90**

Hand Sanitizer	\$40.00
Purchase Subtotal	\$40.00
Utah State Sales Tax (7.25%)	\$2.90
Total	\$42.90

Allen St
8360 S

Outlaw Distillery
552 W 8360 S
Midvale, UT 84070-6440
801-706-1428



Cash

May 12 2020 at 11:58 AM

#uGjR

Receipt Settings

VENDOR: 99991525 STAPLES BUSINESS CREDIT

7/20/2020

Check No: 969

INVOICE #	PO #	INV DATE	DESCRIPTION	INV AMOUNT
7306554290-1		5/26/2020	LATEX GLOVES	22.36
7308236088-1		6/15/2020	PRINTER INK	56.94
7308236088-1		6/01/2020	HAND SANITIZER	45.83
7308296061-1		6/02/2020	PRINTER INK	67.43
7308296061-1		6/03/2020	2020 AAG AQUA DESK 22X17	8.52
7308323178-1		6/03/2020	RETRACTABLE ID HOLDER BLACK	39.68
7308323178-1		6/03/2020	REEL CARABINER PEWTER	3.54
7308331925-1		6/03/2020	STAPLES STD SHEET PROTECTORS	12.60
7308388324-1		6/05/2020	PAPERPRO IN POWER STAPLER	15.97
7308570662-1		6/10/2020	STICKY POP UP NOTES	36.48
7308570662-1		6/18/2020	LIME AWAY	39.72
7308741374-1		6/15/2020	TOILET PAPER	13.76
7308741374-1		6/15/2020	PAPER TOWEL	17.42
7308741723-1		6/15/2020	BINDER 3IN	9.90
TOTAL AMOUNT				390.15

7/20/2020 969

Three Hundred Ninety and 15/100 Dollars

390.15

STAPLES BUSINESS CREDIT
P.O. BOX 105638
ATLANTA GA 30348-5638

VENDOR: 99991525 STAPLES BUSINESS CREDIT

7/20/2020

Check No: 969

INVOICE #	PO #	INV DATE	DESCRIPTION	INV AMOUNT	GL Number
7306554290-1		5/26/2020	LATEX GLOVES	22.36	01-03-4560-00
7308236088-1		6/15/2020	PRINTER INK	56.94	01-02-4220-00
7308236088-1		6/01/2020	HAND SANITIZER	45.83	01-03-4560-00
7308296061-1		6/02/2020	PRINTER INK	67.43	01-02-4220-00
7308296061-1		6/03/2020	2020 AAG AQUA DESK 22X17	8.52	01-03-4220-00
7308323178-1		6/03/2020	RETRACTABLE ID HOLDER BLACK	39.68	01-03-4220-00
7308323178-1		6/03/2020	REEL CARABINER PEWTER	3.54	01-03-4220-00
7308331925-1		6/03/2020	STAPLES STD SHEET PROTECTORS	12.60	01-03-4220-00
7308388324-1		6/05/2020	PAPERPRO IN POWER STAPLER	15.97	01-03-4220-00
7308570662-1		6/10/2020	STICKY POP UP NOTES	36.48	01-03-4220-00
7308570662-1		6/18/2020	LIME AWAY	39.72	01-02-4220-00
7308741374-1		6/15/2020	TOILET PAPER	13.76	01-01-4220-00
7308741374-1		6/15/2020	PAPER TOWEL	17.42	01-03-4220-00
7308741723-1		6/15/2020	BINDER 3IN	9.90	01-03-4220-00
TOTAL AMOUNT				390.15	



Staples Business Credit
PO BOX 105638
ATLANTA, GA 30348-5638

666186 434 01 037622 05 NNNNNY

Lelsie Fitzgerald
Magna Water Co
PO Box 303
Magna, UT 84044

Credit Account #	302286
Staples Account #	1818198LA
Statement Date	06/25/20
Statement #	1629678651

Previous Account Balance	\$1,667.22
New Purchases	\$390.15
Other Charges/Credits	\$0.00
Payments	-\$1,667.22

Account Balance	\$390.15
------------------------	-----------------

Credit Limit	\$7,500.00	Payment Due Date(s)	
Account Balance	\$390.15	07/20/20	\$390.15
Unbilled Purchases	\$560.81		
Available Credit	\$6,549.04		

**FREE NEXT-DAY
DELIVERY.**

Because two days
is too long.



Order by 5 pm local time. Excludes weekends and holidays. Eligible items only. Order minimum of up to \$49.99 may apply.

Pay online - it's fast, easy and secure!

Don't forget you can make quick and easy payments online! Log into your secure account today!

See attached for
detailed G/L
ACH check dated

Pay online at <https://www.StaplesAdvantage.com>.

For questions, call Staples Business Credit at 877-457-6424 or email help@staplesbusinesscredit.com with questions.

Please detach and return stub with payment to address below.

7/20/20

Lelsle Fitzgerald
Magna Water Co
PO Box 303
Magna, UT 84044

Credit Account #	302286
Statement Date	06/25/20
Statement #	1629678651

Account Balance **\$390.15**

Address Change:

Amount Enclosed \$

Staples Business Credit
PO BOX 105638
ATLANTA, GA 30348-5638

[illegible]



Staples Business Credit
PO BOX 105638
ATLANTA, GA 30348-5638

Credit Account #
Staples Account #
Statement Date
Statement #

302286
1818198LA
06/25/20
1629678651

CREDITS & ADJUSTMENTS	CURRENT	PAST DUE			ACCOUNT BALANCE
		1-59 DAYS	60-89 DAYS	90+ DAYS	
\$0.00	\$390.15	\$0.00	\$0.00	\$0.00	\$390.15

OPEN ITEMS

PO #	Budget Center	Order #	Purchase Location	Trans Date	Due Date	Trans Total	Balance Due
		7306554290-0-2	StaplesAdvantage.com	05/26/20	07/20/20	\$22.36	\$22.36
		7308236088-0-3	StaplesAdvantage.com	06/01/20	07/20/20	\$45.83	\$45.83
		7308296061-0-2	StaplesAdvantage.com	06/02/20	07/20/20	\$67.43	\$67.43
		7308296061-0-3	StaplesAdvantage.com	06/03/20	07/20/20	\$8.52	\$8.52
		7308323178-0-1	StaplesAdvantage.com	06/03/20	07/20/20	\$39.68	\$39.68
		7308323178-0-2	StaplesAdvantage.com	06/03/20	07/20/20	\$3.54	\$3.54
		7308331925-0-1	StaplesAdvantage.com	06/03/20	07/20/20	\$12.60	\$12.60
		7308388324-0-1	StaplesAdvantage.com	06/05/20	07/20/20	\$15.97	\$15.97
		7308570662-0-1	StaplesAdvantage.com	06/10/20	07/20/20	\$36.48	\$36.48
		7308236088-0-2	StaplesAdvantage.com	06/15/20	07/20/20	\$56.94	\$56.94
		7308741374-0-1	StaplesAdvantage.com	06/15/20	07/20/20	\$13.76	\$13.76
		7308741374-0-2	StaplesAdvantage.com	06/15/20	07/20/20	\$17.42	\$17.42
		7308741723-0-1	StaplesAdvantage.com	06/15/20	07/20/20	\$9.90	\$9.90
		7308570662-0-3	StaplesAdvantage.com	06/18/20	07/20/20	\$39.72	\$39.72
						Account Balance	\$390.15

PURCHASES

PO #	Budget Center	Order #	Purchase Location	Trans Date	Due Date	Trans Total	Balance Due
		7306554290-0-2	StaplesAdvantage.com	05/26/20	07/20/20	\$22.36	\$22.36
		7308236088-0-3	StaplesAdvantage.com	06/01/20	07/20/20	\$45.83	\$45.83
		7308296061-0-2	StaplesAdvantage.com	06/02/20	07/20/20	\$67.43	\$67.43
		7308296061-0-3	StaplesAdvantage.com	06/03/20	07/20/20	\$8.52	\$8.52
		7308323178-0-1	StaplesAdvantage.com	06/03/20	07/20/20	\$39.68	\$39.68
		7308323178-0-2	StaplesAdvantage.com	06/03/20	07/20/20	\$3.54	\$3.54
		7308331925-0-1	StaplesAdvantage.com	06/03/20	07/20/20	\$12.60	\$12.60
		7308388324-0-1	StaplesAdvantage.com	06/05/20	07/20/20	\$15.97	\$15.97
		7308570662-0-1	StaplesAdvantage.com	06/10/20	07/20/20	\$36.48	\$36.48
		7308236088-0-2	StaplesAdvantage.com	06/15/20	07/20/20	\$56.94	\$56.94
		7308741374-0-1	StaplesAdvantage.com	06/15/20	07/20/20	\$13.76	\$13.76
		7308741374-0-2	StaplesAdvantage.com	06/15/20	07/20/20	\$17.42	\$17.42
		7308741723-0-1	StaplesAdvantage.com	06/15/20	07/20/20	\$9.90	\$9.90
		7308570662-0-3	StaplesAdvantage.com	06/18/20	07/20/20	\$39.72	\$39.72
						Total Purchases	\$390.15

Continued on next page...



Staples Business Credit
PO BOX 105638
ATLANTA, GA 30348-5638

Credit Account #
Staples Account #
Statement Date
Statement #

302286
1818198LA
06/25/20
1629678651

PO #	ORDER # 7306554290-0-2	REF MIKEY BOONE	BUDGET CENTER	
TERMS Standard	INVOICE DATE 05/26/20	DUE DATE 07/20/20		
SOLD TO	SHIP TO	PURCHASED AT	INVOICE TOTAL	
Lelsle Fitzgerald Magna Water Co PO Box 303 Magna, UT 84044	8885W3500S MAGNA WATER CO 8885 W 3500 S MAGNA, UT 84044	StaplesAdvantage.com	\$22.36	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
708975	LATEX DISP GLOVE PF LG 100BX	\$11.18	2.0	\$22.36
			SUBTOTAL	\$22.36
			TAX	\$0.00
			TOTAL	\$22.36

0103456000

PO #	ORDER # 7308236088-0-3	REF MIKEY BOONE	BUDGET CENTER	
TERMS Standard	INVOICE DATE 06/01/20	DUE DATE 07/20/20		
SOLD TO	SHIP TO	PURCHASED AT	INVOICE TOTAL	
Lelsle Fitzgerald Magna Water Co PO Box 303 Magna, UT 84044	8885W3500S MAGNA WATER CO 8885 W 3500 S MAGNA, UT 84044	StaplesAdvantage.com	\$45.83	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
607841	PURELL HD SNTZR 8OZ	\$45.83	1.0	\$45.83
			SUBTOTAL	\$45.83
			TAX	\$0.00
			TOTAL	\$45.83

0103456000

PO #	ORDER # 7308296061-0-2	REF MIKEY BOONE	BUDGET CENTER	
TERMS Standard	INVOICE DATE 06/02/20	DUE DATE 07/20/20		
SOLD TO	SHIP TO	PURCHASED AT	INVOICE TOTAL	
Lelsle Fitzgerald Magna Water Co PO Box 303 Magna, UT 84044	8885W3500S MAGNA WATER CO 8885 W 3500 S MAGNA, UT 84044	StaplesAdvantage.com	\$67.43	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
863058	HP 61XL HY TRI-COLOR INK	\$29.74	2.0	\$59.48
521163	LIQUID ACCENT ASSORTED 10	\$7.95	1.0	\$7.95
			SUBTOTAL	\$67.43
			TAX	\$0.00
			TOTAL	\$67.43

0102422000

VENDOR: 1383 UNITED LABORATORIES

9/15/2020

Check No: 28263

28263

INVOICE #	PO #	INV DATE	DESCRIPTION
INV293353 1	20905	7/21/2020	HAND SANITIZER REFILLS FOR WALL MA

INV AMOUNT	GL Number
609.80	01-03-4185-00

TOTAL AMOUNT 609.80

Magna Water District

Payment Voucher

Vendor Number: 1383

UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

Print Date: 08/13/2020

Invoice No: INV293353

Invoice Date: 07/21/2020

Total Invoice Amount: 609.80

GL Period 08/20

Purchase Order No. 20905

Due Date 8/20/20

Description	GL Account	Amount
HAND SANITIZER REFILLS FOR WALL MAOUNTS IN OFFICE	01-03-4185-00	\$609.80 08/20

*plse pay by
check
thank you -
P.O. needs to be
signed*

*CH#
28263*


Reviewed By


Approved By



Federal ID # 36-2535769
United Laboratories
PO Box 410
St. Charles, IL 60174-0410
Any questions please call: 1-630-377-0900
www.unitedlabsinc.com

Ship To:	Magna WWTP %Raymond 8885 W 3500 S	
Magna	UT	84044-1648

SOLD TO: Magna Water Company
A/P
PO Box 303

Magna UT 84044-1648

INVOICE

Invoice No.	Date	Cust	Terms
INV293353	7/21/2020	333731	NET30
Reference	PO Raymond		
Order no.	SO278409		
Carrier	UPS		
Salesrep	2201 Michaud, Mike		
Ship Date:	7/20/2020		

Product	Ordered	Shipped	Unit Price	Total
36408 CONTACT PLUS 750 ML 8/CASE	16.00 EA	16.00 EA	\$33.95	\$543.20

The merchandise listed above has been produced in accordance with the fair labor standards act of 1936, as amended. Absolutely no merchandise returned for credit without prior written consent.
2% finance charge per month for amounts not received within stated terms.

Any quantity or item not shipped complete is automatically back ordered

0103
01074/8500

Due Date	8/20/2020
Net Invoice	\$543.20
Sales Tax	\$0.00
Processing/Shipping/Handling	\$66.60
State EPA Fees	\$0.00
Total Amount	\$609.80 USD

SALES ARE FINAL. PRODUCT IS NOT ELEGIBLE FOR RETURN

Please detach and return with payment

Sold To Magna Water Company
A/P
PO Box 303

Magna UT 84044-1648

PLEASE REMIT PAYMENT TO:

United Laboratories
PO Box 410
St. Charles, IL 60174-0410

Account Number 333731
Invoice Number INV293353
Invoice Date 7/21/2020
Invoice Amount \$609.80 USD

Check # _____ \$ _____

PURCHASE ORDER
MAGNA WATER DISTRICT

8885 WEST 3500 S
MAGNA UT 84044
PHONE: 801-250-2118

THIS PURCHASE ORDER #
MUST BE ON ALL INVOICES
OR RELATED
PAPERWORK.

PURCHASE ORDER DATE: 07/28/2020

20905

ISSUED TO: UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

SHIP TO: MAGNA WATER DISTRICT
8885 WEST 3500 S
PO BOX 303
MAGNA UT 84044

CONTACT: LF

SHIPPING: FOB DESTINATION

Department: Office

<u>REQ #</u>	<u>QUANTITY</u>	<u>PART NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
7603	1.00		HAND SANITIZER REFILLS FOR WALL MAOUNTS I	609.80	609.80	01-03-4185-00

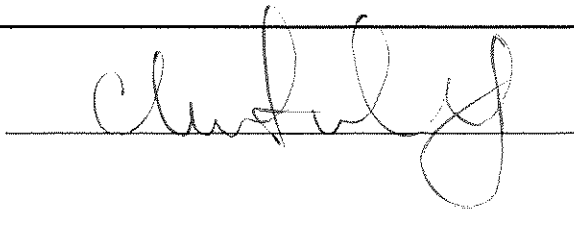
Freight/Misc

TOTAL 609.80

Plus applicable sales tax.

PURCHASING OFFICER

FINANCE DIRECTOR



Signature approval certifies that the amount shown above is required to meet a contract, agreement, obligation or expense of the Town, and has been lawfully appropriated, authorized, or directed for such purpose.

MAGNA WATER COMPANY

VENDOR: UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

DATE WANTED

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.00	HAND SANITIZER REFILLS FOR WALL MAOUNTS IN OFFICE	609.80	609.80
	Total Freight Misc		
NOTE:			

TOTAL	609.80
-------	--------

REQUISITION PREPARED BY

DEPARTMENT HEAD

CITY MANAGER

VENDOR: 1383 UNITED LABORATORIES

1/19/2021

Check No: 151090

INVOICE #	PO #	INV DATE	DESCRIPTION	INV AMOUNT
INV305882 1	21112	12/17/2020	HAND SANITIZERS AND WIPES WWTP & T	544.85

TOTAL AMOUNT	544.85
--------------	--------

1/19/2021 151090

Five Hundred Forty-Four and 85/100 Dollars

544.85

UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

VENDOR: 1383 UNITED LABORATORIES

1/19/2021

Check No: 151090

INVOICE #	PO #	INV DATE	DESCRIPTION	INV AMOUNT	GL Number
INV305882 1	21112	12/17/2020	HAND SANITIZERS AND WIPES WWTP & T	544.85	01-02-4185-00

TOTAL AMOUNT	544.85
--------------	--------

Magna Water District

Payment Voucher

Vendor Number: 1383

UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

Print Date: 01/06/2021

Invoice No: INV305882

Invoice Date: 12/17/2020

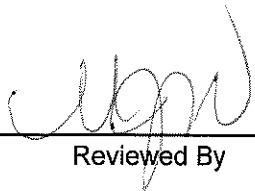
Total Invoice Amount: 544.85

GL Period 13/20

Purchase Order No. 21112

Due Date 1/16/21

Description	GL Account	Amount
HAND SANITIZERS AND WIPES WWTP & TRUCKS	01-02-4185-00	\$544.85 13/20


Reviewed By


Approved By



Federal ID # 36-2535769
United Laboratories
PO Box 410
St. Charles, IL 60174-0410
Any questions please call: 1-630-377-0900
www.unitedlabsinc.com

ENTERED
1/6/21

Ship To: Magna WWTP
%Clint/Tony
8885 W 3500 S

Magna UT
United States of America

84044-1648

SOLD TO: Magna Water Company
A/P
PO Box 303

Magna, UT 84044-1648

INVOICE

Invoice	Date	Customer	Terms
INV305882	12/17/2020	333731	NET30

Reference SO 392667
Order number SO290831
Delivery number SHP303186
Carrier UPS
Salesrep 2201 Michaud, Mike
Ship Date: 12/16/2020

Product		Ordered	Shipped	Unit Price	Total
66706	MIGHTY DEFENSE DISINFECT 6/C	6.00 EA	6.00 EA	\$44.25	\$265.50
264B24	CONTACT HAND SANITIZER 4 OZ	24.00 EA	24.00 EA	\$8.50	\$204.00

The merchandise listed above has been produced in accordance with the fair labor standards act of 1936, as amended. Absolutely no merchandise returned for credit without prior written consent.

2% finance charge per month for amounts not received within stated terms.

Any quantity or item not shipped complete is automatically back ordered

Due Date	1/16/2021
Net Invoice	\$469.50
Sales Tax	\$0.00
Processing/Shipping/Handling	\$58.85
State EPA Fees	\$16.50
Total Amount	\$544.85 USD

SALES ARE FINAL. PRODUCT IS NOT ELEGIBLE FOR RETURN

Please detach and return with payment

Sold To Magna Water Company
A/P
PO Box 303

Magna UT 84044-1648

0102418500
P.O. # 21112
Account Number 333731
Invoice Number INV305882
Invoice Date 12/17/2020
Invoice Amount \$544.85 USD

PLEASE REMIT PAYMENT TO: United Laboratories
PO Box 410
St. Charles, IL 60174-0410

Check # _____ \$ _____

PURCHASE ORDER
MAGNA WATER DISTRICT

8885 WEST 3500 S
MAGNA UT 84044
PHONE: 801-250-2118

THIS PURCHASE ORDER #
MUST BE ON ALL INVOICES
OR RELATED
PAPERWORK.

PURCHASE ORDER DATE: 12/10/2020

21112

ISSUED TO: UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

SHIP TO: MAGNA WATER DISTRICT
8885 WEST 3500 S
PO BOX 303
MAGNA UT 84044

CONTACT: MANDY

SHIPPING: FOB DESTINATION

Department: Sewer

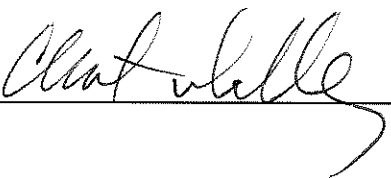
<u>REQ #</u>	<u>QUANTITY</u>	<u>PART NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
7811	1.00		HAND SANITIZERS AND WIPES WWTP & TRUCKS	544.85	544.85	01-02-4185-00

Freight/Misc

TOTAL 544.85

Plus applicable sales tax.

PURCHASING OFFICER



FINANCE DIRECTOR

Signature approval certifies that the amount shown above is required to meet a contract, agreement, obligation or expense of the Town, and has been lawfully appropriated, authorized, or directed for such purpose.

VENDOR: 1383 UNITED LABORATORIES

8/20/2020

Check No: 150817

INVOICE #	PO #	INV DATE	DESCRIPTION	INV AMOUNT
INV294188 1		7/29/2020	HAN-D-WIPES HAND SANITIZER 6/C	1,001.46

TOTAL AMOUNT	1,001.46
--------------	----------

One Thousand One and 46/100 Dollars

8/20/2020 150817

UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

1,001.46

*please
create
a
purchase
order?
ordered by
Raymond*

VENDOR: 1383 UNITED LABORATORIES

8/20/2020

Check No: 150817

INVOICE #	PO #	INV DATE	DESCRIPTION	INV AMOUNT	GL Number
INV294188 1		7/29/2020	HAN-D-WIPES HAND SANITIZER 6/C	1,001.46	01-01-4185-00

TOTAL AMOUNT	1,001.46
--------------	----------

Magna Water District

Payment Voucher

Vendor Number: 1383

UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

Print Date: 08/10/2020

Invoice No: INV294188

Invoice Date: 07/29/2020

Total Invoice Amount: 1,001.46

GL Period 08/20

Purchase Order No. _____

Due Date 8/29/20

Description	GL Account	Amount	
HAN-D-WIPES HAND SANITIZER 6/C	01-01-4185-00	\$1,001.46	08/20


Reviewed By


Approved By



Federal ID # 36-2535769
United Laboratories
PO Box 410
St. Charles, IL 60174-0410
Any questions please call: 1-630-377-0900
www.unitedlabsinc.com

Ship To: Magna WWTP
%Raymond
8885 W 3500 S

Magna

UT

84044-1648

SOLD TO: Magna Water Company
A/P
PO Box 303

Magna UT 84044-1648

INVOICE

Invoice No.	Date	Cust	Terms
INV294188	7/29/2020	333731	NET30

Reference SO 392206
Order no. SO279181
Carrier UPS
Salesrep 2201 Michaud, Mike
Ship Date: 7/28/2020

Product	Ordered	Shipped	Unit Price	Total
36906C HAND-D-WIPES Hand Sanit. 6/c	24.00 EA	24.00 EA	\$37.25	\$894.00

The merchandise listed above has been produced in accordance with the fair labor standards act of 1936, as amended. Absolutely no merchandise returned for credit without prior written consent.
2% finance charge per month for amounts not received within stated terms.

Any quantity or item not shipped complete is automatically back ordered

Due Date	8/28/2020
Net Invoice	\$894.00
Sales Tax	\$0.00
Processing/Shipping/Handling	\$107.46
State EPA Fees	\$0.00
Total Amount	\$1,001.46 USD

SALES ARE FINAL. PRODUCT IS NOT ELEGIBLE FOR RETURN

Please detach and return with payment

Sold To Magna Water Company
A/P
PO Box 303

Magna UT 84044-1648

**PLEASE REMIT
PAYMENT TO:**

United Laboratories
PO Box 410
St. Charles, IL 60174-0410

Account Number 333731
Invoice Number INV294188
Invoice Date 7/29/2020
Invoice Amount \$1,001.46 USD

Check # _____ \$ _____



PURCHASE ORDER
MAGNA WATER DISTRICT

8885 WEST 3500 S
MAGNA UT 84044
PHONE: 801-250-2118

THIS PURCHASE ORDER #
MUST BE ON ALL INVOICES
OR RELATED
PAPERWORK.

PURCHASE ORDER DATE: 09/08/2020

20959

ISSUED TO: UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

SHIP TO: MAGNA WATER DISTRICT
8885 WEST 3500 S
PO BOX 303
MAGNA UT 84044

CONTACT: LF

SHIPPING: FOB DESTINATION

Department: Sewer

REQ #	QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL	GLACCOUNT
7657	1.00		HAN-D WIPES AND HAND SANITIZER	1,001.46	1,001.46	01-02-4185-00

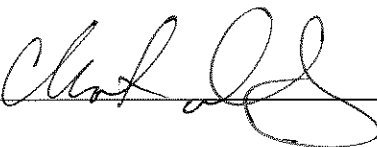
Freight/Misc

TOTAL 1,001.46

Plus applicable sales tax.

PURCHASING OFFICER

FINANCE DIRECTOR



Signature approval certifies that the amount shown above is required to meet a contract, agreement, obligation or expense of the Town, and has been lawfully appropriated, authorized, or directed for such purpose.

MAGNA WATER COMPANY

VENDOR: UNITED LABORATORIES
320 37TH AVENUE
ST. CHARLES IL 60174

DATE WANTED

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.00	HAN-D WIPES AND HAND SANITIZER	1,001.46	1,001.46
	Total Freight Misc		
NOTE:			

TOTAL	1,001.46
-------	----------

☐ CALL IN PURCHASE ORDER NUMBER

REQUISITION PREPARED BY

PHONE NO. 630-377-0900

☐ SEND ORIGINAL PURCHASE ORDER TO VENDOR

DEPARTMENT HEAD

☐ RETURN ORIGINAL P.O. TO DEPARTMENT HEAD

CITY MANAGER

VENDOR: 1404 BANKCARD CENTER

4/14/2020

Check No: 150622

INVOICE #	PO #	INV DATE	DESCRIPTION	INV AMOUNT
TCG2225 1		4/13/2020	LEISLE CC - TCG SALES - FACE MASKS F	171.30
TCG2225 2		4/13/2020	LEISLE CC - TCG SALES - FACE MASKS F	171.30
TCG2225 3		4/13/2020	LEISLE CC - TCG SALES - FACE MASKS F	45.24

TOTAL AMOUNT	387.84
--------------	--------

4/14/2020 150622

Three Hundred Eighty-Seven and 84/100 Dollars

387.84

BANKCARD CENTER
P.O. BOX 30833
SALT LAKE CITY UT 84130-0833

VENDOR: 1404 BANKCARD CENTER

4/14/2020

Check No: 150622

INVOICE #	PO #	INV DATE	DESCRIPTION	INV AMOUNT	GL Number
TCG2225 1		4/13/2020	LEISLE CC - TCG SALES - FACE MASKS F	171.30	01-01-4185-00
TCG2225 2		4/13/2020	LEISLE CC - TCG SALES - FACE MASKS F	171.30	01-02-4185-00
TCG2225 3		4/13/2020	LEISLE CC - TCG SALES - FACE MASKS F	45.24	01-03-4185-00

TOTAL AMOUNT	387.84
--------------	--------

Magna Water District

Payment Voucher

Vendor Number: 1404

BANKCARD CENTER
P.O. BOX 30833
SALT LAKE CITY UT 84130-0833

Print Date: 04/14/2020

Invoice No: TCG2225

Invoice Date: 04/13/2020

Total Invoice Amount: 387.84

GL Period 04/20

Purchase Order No. _____

Due Date _____

Description	GL Account	Amount	
LEISLE CC - TCG SALES - FACE MASKS FOR ALL EMPLOYEES	01-01-4185-00	\$171.30	04/20
LEISLE CC - TCG SALES - FACE MASKS FOR ALL EMPLOYEES	01-02-4185-00	\$171.30	04/20
LEISLE CC - TCG SALES - FACE MASKS FOR ALL EMPLOYEES	01-03-4185-00	\$45.24	04/20

Reviewed By

Approved By

Team Custom Gear

 Show order summary ▾

Order TCG2225

Thank you LEISLE!

Shipping address
Magna, Utah

Go 

Your order is confirmed

You'll receive an email and text when your order is ready.

Order updates

You'll get shipping and delivery updates by email and text.

 Track order with Arrive

Customer information

Contact information

leisle@magnawater.com

Shipping address

LEISLE FITZGERALD
8885 W 3500 S
MAGNA UT 84044
United States
(801) 250-2118

\$253.92

\$205.92 + 205.92
(24.00) credit

TCG Sales
Manual CC Check-
Vendor # 1404

dated 5/10/20

Invoice date 4/13/20

total -
\$387.84

face masks for
all employees
Map data ©2020

010148500 171.30

010248500 171.30

010348500 45.24

\$387.84

Shipping method

Standard Shipping & Handling

Payment method

ending with 3284 - \$205.92

Billing address

LEISLE FITZGERALD

8885 W 3500 S

MAGNA UT 84044

United States

(801) 250-2118

Your information was successfully saved with **shop** 

[Learn more](#)

[Continue shopping](#)

[Need help? Contact us](#)

All rights reserved Team Custom Gear

Team Custom Gear

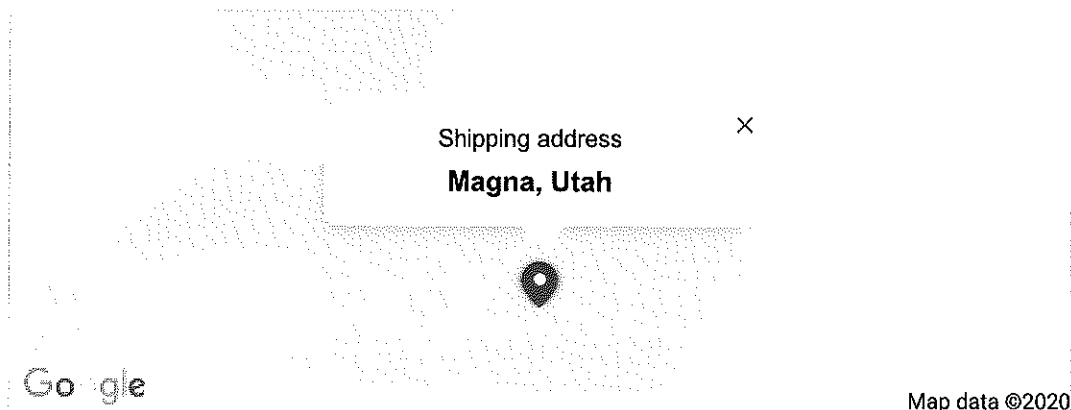
 Show order summary ▾

~~\$253.92~~
\$205.92



Order TCG2224

Thank you LEISLE!



Your order is confirmed

You'll receive an email and text when your order is ready.

Order updates

You'll get shipping and delivery updates by email and text.



Track order with Arrive

Customer information

Contact information

leisle@magnawater.com

Shipping address

LEISLE FITZGERALD

PO BOX 303

MAGNA UT 84044

United States

(801) 250-2118

Shipping method

Standard Shipping & Handling

Payment method

ending with 3284 - \$205.92

Billing address

LEISLE FITZGERALD

PO BOX 303

MAGNA UT 84044

United States

(801) 250-2118

Your information was successfully saved with 

[Learn more](#)

[Continue shopping](#)

[Need help? Contact us](#)

All rights reserved Team Custom Gear

VENDOR: 990 SAFETY SUPPLY & SIGN CO.

7/22/2020

Check No: 28173

28173

INVOICE #	PO #	INV DATE	DESCRIPTION	INV AMOUNT	GL Number
173385	1	20864	6/29/2020	OFFICE SIGNS FOR COVID	18.80
173386	1	20864	6/29/2020	OFFICE SIGNS FOR COVID	9.00
					01-03-4185-00
					01-03-4185-00

TOTAL AMOUNT

27.80

Magna Water District

Payment Voucher

Vendor Number: 990

SAFETY SUPPLY & SIGN CO.
3200 SOUTH REDWOOD ROAD
WEST VALLEY UT 84119

Print Date: 07/14/2020

Invoice No: 173385

Invoice Date: 06/29/2020

Total Invoice Amount: 18.80

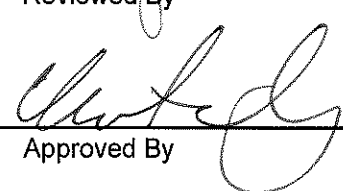
GL Period 07/20

Purchase Order No. 20864

Due Date 7/29/20

<u>Description</u>	<u>GL Account</u>	<u>Amount</u>	
OFFICE SIGNS FOR COVID	01-03-4185-00	\$18.80	07/20


Reviewed By


Approved By



Invoice 173385

Invoice Date 06/29/20

3232 SOUTH REDWOOD ROAD
WEST VALLEY CITY, UTAH 84119
(801) 973-2266 1-800-999-9875

Bill To:

Magna Water District
2711 South 8600 West
P O Box 303
Magna, UT 84044

Ship To:

Magna Water District
2711 South 8600 West
P O Box 303
Magna, UT 84044

ARIDBW SASFUP

Customer	Ordered By:	F.O.B.	Terms	
UT1282			NET 30 DAYS	
Purchase Order Number		Salesperson	Order Date	Our Order Number
20864		18	06/11/20	61785
Quantity Ordered	Item Number Item Description	Unit Price		Extended Price
1	CUSTOM,SIGN 10x7,.063 ALUMINUM,EGP,R/W,EXIT SIGN	5.75 N		5.75
1	CUSTOM,SIGN 10x7,.063 ALUMINUM,EGP,R/W,THIS IS NOT AN EXIT SIGN	5.75 N		5.75
1	FACER,CUSTOM 10X7,EGP FACER,R/W,EXIT	3.65 N		3.65
1	FACER,CUSTOM 10X7,EGP FACER,R/W,THIS IS NOT AN EXIT SIGN	3.65 N		3.65
A Finance Charge of 1.5% per month, which is an annual percentage rate of 18% will be charged on all past due accounts. Accounts are due and payable 30 days from date of invoice. All returned items subject to a restocking fee. Received By: _____ Printed Name: _____ Delivered By: _____ Date: _____				<i>Office Signs for COVID</i> 0103418500 Nontaxable Subtotal 18.80 Taxable Subtotal 0.00 Tax 0.00 Total Invoice 18.80

PURCHASE ORDER
MAGNA WATER DISTRICT

8885 WEST 3500 S
MAGNA UT 84044
PHONE: 801-250-2118

THIS PURCHASE ORDER #
MUST BE ON ALL
INVOICES OR RELATED
PAPERWORK.

20864

PURCHASE ORDER DATE: 06/29/2020

ISSUED TO: SAFETY SUPPLY & SIGN CO.
3200 SOUTH REDWOOD ROAD
WEST VALLEY UT 84119

SHIP TO: MAGNA WATER DISTRICT
8885 WEST 3500 S
PO BOX 303
MAGNA UT 84044

CONTACT: LF

SHIPPING: FOB DESTINATION

Department: Office

REQ #	QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
7562	1.00		OFFICE SIGNS FOR COVID	50.00	50.00	01-01-4185-00

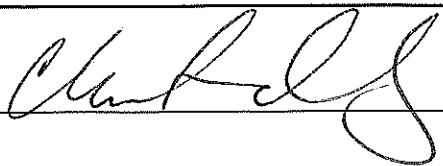
Freight/Misc

TOTAL 50.00

Plus applicable sales tax.

PURCHASING OFFICER

FINANCE DIRECTOR



Signature approval certifies that the amount shown above is required to meet a contract, agreement, obligation or expense of the Town, and has been lawfully appropriated, authorized, or directed for such purpose.

Magna Water District

Payment Voucher

Vendor Number: 990

SAFETY SUPPLY & SIGN CO.
3200 SOUTH REDWOOD ROAD
WEST VALLEY UT 84119

Print Date: 07/14/2020

Invoice No: 173386

Invoice Date: 06/29/2020

Total Invoice Amount: 9.00

GL Period 07/20

Purchase Order No. 20864

Due Date 7/29/20

Description	GL Account	Amount
OFFICE SIGNS FOR COVID	01-03-4185-00	\$9.00 07/20


Reviewed By


Approved By

PURCHASE ORDER
MAGNA WATER DISTRICT

8885 WEST 3500 S
MAGNA UT 84044
PHONE: 801-250-2118

THIS PURCHASE ORDER #
MUST BE ON ALL
INVOICES OR RELATED
PAPERWORK.

20864

PURCHASE ORDER DATE: 06/29/2020

ISSUED TO: SAFETY SUPPLY & SIGN CO.
3200 SOUTH REDWOOD ROAD
WEST VALLEY UT 84119

SHIP TO: MAGNA WATER DISTRICT
8885 WEST 3500 S
PO BOX 303
MAGNA UT 84044

CONTACT: LF

SHIPPING: FOB DESTINATION

Department: Office

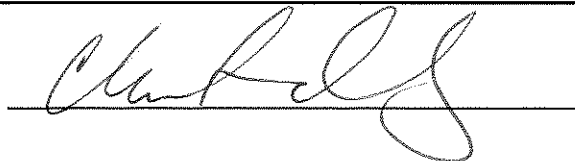
REQ #	QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
7562	1.00		OFFICE SIGNS FOR COVID	50.00	50.00	01-01-4185-00

Freight/Misc

TOTAL 50.00

Plus applicable sales tax.

PURCHASING OFFICER



FINANCE DIRECTOR

Signature approval certifies that the amount shown above is required to meet a contract, agreement, obligation or expense of the Town, and has been lawfully appropriated, authorized, or directed for such purpose.

MAGNA WATER COMPANY

VENDOR: SAFETY SUPPLY & SIGN CO.
3200 SOUTH REDWOOD ROAD
WEST VALLEY UT 84119

DATE WANTED

QUANTITY	DESCRIPTION	UNIT PRICE		TOTAL PRICE
1.00	OFFICE SIGNS FOR COVID	50.00		50.00
	Total Freight Misc			
NOTE:				

TOTAL	50.00
-------	-------

☐ CALL IN PURCHASE ORDER NUMBER

REQUISITION PREPARED BY

PHONE NO. 973_2266 . .

☐ SEND ORIGINAL PURCHASE ORDER TO VENDOR

DEPARTMENT HEAD,

☐ RETURN ORIGINAL P.O. TO DEPARTMENT HEAD

CITY MANAGER

Magna Water District

Payment Voucher

Vendor Number: 99991525

STAPLES BUSINESS CREDIT
P.O. BOX 105638
ATLANTA GA 30348-5638

Print Date: 09/20/2021

Invoice No: 7335820105-0-1

Invoice Date: 07/27/2021

Total Invoice Amount: 15.44

GL Period 09/21

Purchase Order No.

Due Date

9/20/21

Description	GL Account	Amount	
PURELL HAND SANITIZER OFFICE	01-03-4220-00	\$15.44	09/21


Reviewed By


Approved By

ENTERED
9/20/21

Staples Business Credit
PO BOX 105638
ATLANTA, GA 30348-5638

Lelsie Fitzgerald
Magna Water Co
PO Box 303
Magna, UT 84044

Credit Account #
302286
Staples Account #
1818198LA
Order #
7335820105-0-1

Purchase Details		Purchase Location	
Invoice Date	07/27/2021	Name	StaplesAdvantage.com
Reference	MIKEY BOONE	Address	PO Box 105638
Type	Sale		Atlanta, GA 30348-5638
Authorization #	288082473	Phone	(877) 457-6424
Terms	Standard		Ship To
Due Date	09/20/2021	ID	8885W3500S
Amount Due	\$15.44		
		Name	MAGNA WATER CO
		Address	8885 W 3500 S
			MAGNA, UT 84044

SKU	Description	\$/Unit	Units	Total
320863	PURELL ORGNL HD SNTZR8OZ	\$3.86	4.00	\$15.44
	01-03-4220-00			
			Sub Total:	\$15.44
			Sales Tax:	\$0.00
			Invoice Total:	\$15.44

Magna Water District

Payment Voucher

Vendor Number: 839

Print Date: 05/11/2020

Invoice No: 1482

Invoice Date: 04/12/2020

Total Invoice Amount: 58.25

CASH (PETTY)

MAGNA UT 84044

GL Period 05/20

Purchase Order No.

Due Date

Description	GL Account	Amount
RACCOON- COVID 19 SUPPLIES	01-01-4185-00	\$58.25 05/20

PETTY CASH

AMOUNT \$ ~~104.00~~ 58.25	FOR	Raccoon -
NO. 1482		Cond-19
DATE April		Supplies
ACCOUNT NO.		
APPROVED BY		0101418500
RECEIVED BY Steve C.		58.25 (41.75)

12-12
A-1150
T-4109

Reviewed By

Approved By

See back of receipt for your chance
to win \$1000 ID #:7P853DHLL5C

Walmart

435-882-0180 Mgr: TBD
99 W 1280 N
T00ELE UT 84074

ST# 01340 OP# 009036 IE# 36 TR# 06517
BOTTLE 4PK 068113114579 3.47 X
BOTTLE 4PK 068113114579 3.47 X
BOTTLE 4PK 068113114579 3.47 X
FUNNEL PLSTC 005638908100 1.97 X
FUNNEL PLSTC 005638908100 1.97 X
SUBTOTAL 14.35
TAX 1 7.000 % 1.00
TOTAL 15.35
CASH TEND 20.00
CHANGE DUE 4.65

ITEMS SOLD 5

IC# 4935 5318 3691 1879 6387



Low Prices You Can Trust. Every Day.
04/12/20 17:23:14

Steve Clark <motoxboys451@gmail.com>

quareup.com>

Fri, Apr 10, 2020 at 12:05 PM

1Z25zeSIIZGIhbG9ndWUilJyEn6heawztEW7NS17cbMt6hJYsNoU1KvryujgRgS0P@reply2.squareup.com>



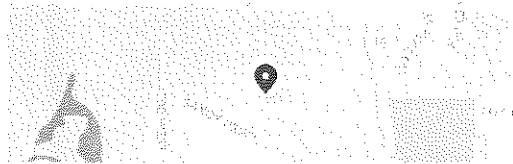
Outlaw Distillery

How was your experience?



\$42.90

Hand Sanitizer	\$40.00
Purchase Subtotal	\$40.00
Utah State Sales Tax (7.25%)	\$2.90
Total	\$42.90



Outlaw Distillery
552 W 8360 S
Midvale, UT 84070-6440
801-706-1428



Cash

Apr 10 2020 at 12:04 PM



#GeNj

Square Just Got More Rewarding
Your favorite businesses may send you news and rewards via Square.
Learn more and update preferences.



Magna Water District

Payment Voucher

Vendor Number: 839

Print Date: 05/11/2020

Invoice No: 1473

Invoice Date: 03/26/2020

Total Invoice Amount: 3.22

CASH (PETTY)

MAGNA UT 84044

GL Period 05/20

Purchase Order No.

Due Date

FAMILY DOLLAR
STORE #05282 7250 W 3500 SOUTH
MAGNA, UT, 84044-1589
SPRAY BOTTLE 120/ 032251537055 3.00 1
3 @ 1.00
SUBTOTAL \$3.00
TAX \$0.22
TOTAL \$3.22
CASH \$5.00
CHANGE \$1.78

99062820105870183473

ITEMS 3
03-26-2020 11:41:14 05282 01 5001699 0587

TEAR HERE

HIGH SPEED INTERNET
STARTING AT YOUR PRICE IS
\$4.50/mo. GUARANTEED FOR LIFE!

NO COMMITMENT REQUIRED. CANCEL ANYTIME.
• Speeds from 40-80 Mbps • Great for Gaming,
• 1 Gbps available • Streaming & Surfing

ADD TV SAVE A BUNDLE
190+ Channels Included just \$59.99/mo.
Smart HD DVR w/Voice Remote Included
Guaranteed Low Price for Two Years!
***200 GIFT CARD OFFER:** Use code Card200
Get TV, Get \$100. Add Internet, Get \$200!

CALL 1-855-239-4460

OPEN 7 DAYS PER WEEK. Fair prices and
speeds may not be available at all locations.

CenturyLink
© 2019 CenturyLink

TEAR HERE

Please provide your feedback at

www.ratefd.com

Receive 10 chances to WIN \$1,000 daily
plus instant prizes valued at \$1,500
weekly. For complete rules, eligibility,
sweepstakes & previous winners, visit
www.ratefd.com. No purchase/survey req'd
to enter. Sweepstakes sponsored by
InMoment Inc. across multiple int'l
clients. Void where prohibited.

GL Account

Amount

01-02-4185-00

\$3.22 05/20

PETTY CASH

RECEIVED BY <i>Raymond</i>	ACCOUNT NO. 0102418500	DATE March 26, 2020	NO. 1473	AMOUNT \$ 3.22
APPROVED BY <i>Raymond</i>	FOR Comd-19	APPROVED BY <i>[Signature]</i> DATE 05/11/2020		

Reviewed By

Approved By

MAGNA METRO TOWNSHIP

RESOLUTION NO.: 22-02-02

DATE: February 8, 2022

**A RESOLUTION OF THE MAGNA METRO TOWNSHIP
COUNCIL APPROVING THE REAPPOINTMENT OF J.
TODD RICHARDS AS A REGULAR PLANNING
COMMISSION MEMBER FOR A THREE-YEAR TERM
ENDING JANUARY 31, 2025**

WHEREAS, the Magna Metro Township ("Magna") is a Municipality pursuant to Utah Code §§ 10-2a-401 et seq.

WHEREAS, pursuant to Ordinance 17-06-02, Planning Commission Members are appointed by the Metro Township Council to serve three-year terms;

WHEREAS, on this date, the Magna Metro Township Council desires to reappoint J. Todd Richards as a Regular Planning Commission member with a term ending January 31, 2025.

THEREFORE, BE IT RESOLVED by the Magna Metro Township Council, Magna, Utah:

Section 1. The Magna Metro Township Council hereby approves the reappointment of J. Todd Richards as a Regular Planning Commission Member for the Magna Metro Township with the term ending January 31, 2025.

APPROVED AND ADOPTED by the Magna Metro Township Council, in Magna, Salt Lake County, Utah this 8th day of February 2022.

MAGNA METRO TOWNSHIP

BY: _____
DAN W. PEAY, MAYOR

ATTEST:

SHERRIE SWENSEN,
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER

APPROVED AS TO FORM:

PAUL H. ASHTON
METRO TOWNSHIP ATTORNEY

VOTE BY COUNCIL:

AYE NAY

MAYOR DAN PEAY

ERIC BARNEY

STEVE PROKOPIS

TRISH HULL

AUDREY PIERCE

MAGNA METRO TOWNSHIP

RESOLUTION NO.: 22-02-03

DATE: February 8, 2022

**A RESOLUTION OF THE MAGNA METRO TOWNSHIP
COUNCIL APPROVING THE REAPPOINTMENT OF
AMMON LOCKWOOD AS A REGULAR PLANNING
COMMISSION MEMBER FOR A THREE-YEAR TERM
ENDING JANUARY 31, 2025**

WHEREAS, the Magna Metro Township ("Magna") is a Municipality pursuant to Utah Code §§ 10-2a-401 et seq.

WHEREAS, pursuant to Ordinance 17-06-02, Planning Commission Members are appointed by the Metro Township Council to serve three-year terms;

WHEREAS, on this date, the Magna Metro Township Council desires to reappoint Ammon Lockwood as a Regular Planning Commission member with a term ending January 31, 2025.

THEREFORE, BE IT RESOLVED by the Magna Metro Township Council, Magna, Utah:

Section 1. The Magna Metro Township Council hereby approves the reappointment of Ammon Lockwood as a Regular Planning Commission Member for the Magna Metro Township with the term ending January 31, 2025.

APPROVED AND ADOPTED by the Magna Metro Township Council, in Magna, Salt Lake County, Utah this 8th day of February 2022.

MAGNA METRO TOWNSHIP

BY: _____
DAN W. PEAY, MAYOR

ATTEST:

SHERRIE SWENSEN,
SALT LAKE COUNTY CLERK

APPROVED AS TO FORM:

PAUL H. ASHTON
METRO TOWNSHIP ATTORNEY

METRO TOWNSHIP CLERK/RECORDER

VOTE BY COUNCIL: AYE NAY

MAYOR DAN PEAY _____

ERIC BARNEY _____

STEVE PROKOPIS _____

TRISH HULL _____

AUDREY PIERCE _____

MAGNA METRO TOWNSHIP

RESOLUTION NO.: 22-02-04

DATE: February 8, 2022

**A RESOLUTION OF THE MAGNA METRO TOWNSHIP
COUNCIL APPROVING THE REAPPOINTMENT OF
AARON WEIGHT AS A REGULAR PLANNING
COMMISSION MEMBER FOR A THREE-YEAR TERM
ENDING JANUARY 31, 2025**

WHEREAS, the Magna Metro Township ("Magna") is a Municipality pursuant to Utah Code §§ 10-2a-401 et seq.

WHEREAS, pursuant to Ordinance 17-06-02, Planning Commission Members are appointed by the Metro Township Council to serve three-year terms;

WHEREAS, on this date, the Magna Metro Township Council desires to reappoint Aaron Weight as a Regular Planning Commission member with a term ending January 31, 2025.

THEREFORE, BE IT RESOLVED by the Magna Metro Township Council, Magna, Utah:

Section 1. The Magna Metro Township Council hereby approves the reappointment of Aaron Weight as a Regular Planning Commission Member for the Magna Metro Township with the term ending January 31, 2025.

APPROVED AND ADOPTED by the Magna Metro Township Council, in Magna, Salt Lake County, Utah this 8th day of February 2022.

MAGNA METRO TOWNSHIP

BY: _____
DAN W. PEAY, MAYOR

ATTEST:

SHERRIE SWENSEN,
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER

APPROVED AS TO FORM:

PAUL H. ASHTON
METRO TOWNSHIP ATTORNEY

VOTE BY COUNCIL:

AYE NAY

MAYOR DAN PEAY

ERIC BARNEY

STEVE PROKOPIS

TRISH HULL

AUDREY PIERCE

MAGNA METRO TOWNSHIP

ORDINANCE NO.: 22 - O - 02

DATE: February 8, 2022

**AN ORDINANCE OF THE MAGNA METRO TOWNSHIP
COUNCIL AMENDING CHAPTER 9.48 OF THE MAGNA
METRO TOWNSHIP MUNICIPAL CODE REGARDING
NOISE POLLUTION CONTROL**

WHEREAS, the Magna Metro Township ("Magna") is a Municipality pursuant to Utah Code §§ 10-2a-401 et seq.

WHEREAS, the Magna Metro Township Council desires to amend Chapter 9.48 of the Magna Metro Township Municipal Code regarding Noise Pollution Control; and

WHEREAS, the Magna Metro Township Council feels this ordinance is in the best interest of the residents of the Magna Metro Township Council,

NOW, THEREFORE, BE IT ORDAINED by the Magna Metro Township Council, Magna, Utah:

Section 1. The Magna Metro Township Council hereby amends Chapter 9.48 of the Magna Metro Township Municipal Code regarding Noise Pollution Control as found in Attachment A.

Section 2. This ordinance shall become effective upon passage, signature, and publication.

PASSED AND APPROVED by the Magna Metro Township Council, in Magna, Utah this 8th day of February 2022.

MAGNA METRO TOWNSHIP

BY: _____
DAN W. PEAY, MAYOR

ATTEST:

SHERRIE SWENSEN,
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER

APPROVED AS TO FORM:

PAUL H. ASHTON
METRO TOWNSHIP ATTORNEY

VOTE BY COUNCIL: AYE NAY

MAYOR DAN PEAY	_____	_____
ERIC BARNEY	_____	_____
STEVE PROKOPIS	_____	_____
TRISH HULL	_____	_____
AUDREY PIERCE	_____	_____

Effective date of Ordinance: _____

SUMMARY OF
MAGNA METRO TOWNSHIP ORDINANCE NO. 22-O-02

On the _____ day of _____, 2022, the Magna Metro Township Council adopted Ordinance No. 22-O-02, Amending Chapter 9.48 of the Magna Metro Township Municipal Code to address Noise Pollution Control within Magna.

A complete copy of Ordinance No. 22-O-02 is available in the office of the Magna Metro Township Clerk, 2001 South State Street, N2-700, Salt Lake City, Utah.

Chapter 9.48 NOISE POLLUTION CONTROL

Sections:

- 9.48.010 Purpose and Applicability of chapter.**
- 9.48.020 Definitions**
- 9.48.030 General provisions.**
- 9.48.040 Substantive provisions.**
- 9.48.050 Waiver.**
- 9.48.060 Inspections and investigations.**
- 9.48.070 Enforcement mechanisms.**
- 9.48.080 Criminal, civil, and administrative penalties.**

9.48.010 Purpose and applicability of chapter.

The purpose of this chapter is to establish standards for the control of noise pollution within Magna Metro Township to reduce the making and creation of excessive, unnecessary, or unusually loud noises, to secure, protect, and promote the public health, safety, and general welfare of the residents of Magna Metro Township.

9.48.020 Definitions.

For the purpose of this chapter, the following terms, phrases, and words shall have the meanings herein expressed:

“All-terrain type I vehicle” shall mean any motor vehicle measuring 50 inches or less in width, having an unladen dry weight of 800 pounds or less, traveling on three or more low pressure tires, having a seat designed to be straddled by the operator, and designed for or capable of travel over unimproved terrain.

“All-terrain type II vehicle” shall mean any other motor vehicle not defined in “all-terrain type I vehicle” designed for or capable of travel over unimproved terrain.

“CFR” shall mean Code of Federal Regulations.

“City” Shall mean Magna Metro Township, Utah

“Construction” shall mean any site preparation, assembly, erection, substantial repair, alteration, or similar action, for or of any right-of-way, land parcel, building, structure, waterway, utility, or similar property, but excludes demolition.

“Construction equipment” shall mean any device or mechanical apparatus used in the excavation, construction, or demolition of any right-of-way, land parcel, building, structure, waterway, utility, or appurtenance thereto.

“Cyclically varying sound” shall mean any sound that varies in sound level so that the same level is obtained repetitively at reasonably uniform levels of time.

“Demolition” shall mean any dismantling, intentional destruction or removal of any right-of-way surfaces, building, structure, utility, or similar property.

“Dwelling” shall mean a building or structure that is intended or designed to be used, rented, leased, let, or hired out for human habitation.

“Dynamic breaking device” shall mean a device used to transform a motor vehicle’s internal combustion engine into an air compressor for the purpose of braking without the use of wheel brakes, commonly referred to as “Jake brakes,” “compression brakes,” or “engine brakes.”

“Emergency power generator” shall mean the equipment used to generate electrical power in the event of an interruption, malfunction, or failure of the electrical power otherwise supplied by the service provider.

“Emergency vehicle” shall mean an authorized motor vehicle, motorboat, or aircraft which can lawfully be used for the transportation of emergency personnel, equipment, and supplies while responding to the scene of an emergency, or during police activity.

“Emergency work” shall mean”

- (a) Work required to restore property to a safe condition following a disaster or declaration of emergency;
- (b) Work required to protect persons or property from an imminent exposure to danger;
or
- (c) Work that absolutely cannot be done otherwise during the daytime hours to protect the public’s health by private or public entities for providing or restoring immediately necessary utility service.

“Exhaust system” shall mean all components responsible for conducting exhaust gases or reducing sound from a motor vehicle or motorboat including, but not limited to, mufflers, baffles, header pipes, manifolds, air intakes, or any other similar component.

“Heating, ventilation, and air conditioning (HVAC)” shall mean any system installed on or within a dwelling or facility for the purposes of providing heating, ventilation, or air conditioning. “Heating, ventilation, and air conditioning (HVAC)” may include furnaces, air exchangers, central air condensing units, evaporative “swamp” coolers, heat pumps, exhaust fans, and other similar equipment.

“Impulsive noise” shall mean a sound of short duration, usually less than one second and of high intensity, with an abrupt onset and rapid decay; examples include explosions, impacts, and the discharge of firearms. Impulsive noise shall be measured using a sound level meter set to the “fast” response.

“Mini motorcycle” shall mean a motorcycle or motor-driven cycle, except for a moped or a motor-assisted scooter that has a seat or saddle that is less than 24 inches from the ground as measured on a level surface with properly inflated tires. “Mini motorcycle” does not include an off-road motorcycle that is designed for off-highway use and registered as an off-highway vehicle. A mini motorcycle is commonly referred to as a pocket bike.

“Moped” shall mean a motor-driven cycle, including an electric-assisted bicycle and motor-assisted scooter, having pedals to permit propulsion by human power and a motor which produces not more than two brake horsepower and is not capable of propelling the cycle at a speed in excess of 30 miles per hour on level ground.

“Motor-assisted scooter” shall mean a self-propelled device with:

- (a) At least two wheels in contact with the ground;
- (b) A braking system capable of stopping the unit under typical operating conditions;
- (c) A gas motor not exceeding 40 cubic centimeters;
- (d) Either a deck designed for a person to stand while operating the device, or a deck and seat designed for a person to sit, straddle, or stand while operating the device; and
- (e) A design for the ability to be propelled by human power alone.

“Motor vehicle” shall mean any vehicle that is propelled on a highway or land by a power source which is not human or animal.

“Motorcycle” shall mean any motor vehicle, other than a tractor, that:

- (a) Is designed to travel with not more than three wheels in contact with the ground’
- (b) Has a seat or saddle for the use of the rider; and
- (c) Is capable of achieving a maximum speed of at least 25 miles per hour or more over a level paved surface.

“Motorized quadricycle or tricycle” shall mean:

- (a) A four-wheeled or three-wheeled device;
- (b) Designed to carry not more than two persons, including the driver; and
- (c) Has a gas motor with an automatic transmission which develops less than two gross brake horsepower, capable of propelling the device at a maximum speed of not more than 30 miles per hour on level ground.

“Multi-dwelling unit building” shall mean any building comprising two or more dwelling units, including, but not limited to, apartments, condominiums, co-ops, multiple-family houses, townhouses, and attached residences.

“Multi-use property” shall mean any distinct parcel of land that is used for more than one category of activity. Examples include, but are not limited to:

- (a) A commercial, residential, industrial, or public service property having boilers, incinerators, elevators, automatic garage doors, air conditioners, laundry rooms, utility provisions, or health and recreational facilities, or other similar devices or areas, either in the interior of or on the exterior of the building which may be a source of elevated sound pressure levels at another category on the same distinct parcel of land; or
- (b) A building which is both commercial (usually the ground floor) and residential property located above, behind, below, or adjacent.

“Noise” shall mean any sound that is unwanted and causes or tends to cause an adverse psychological or physiological effect on human beings.

“Noise control system” shall mean parts, mufflers, assemblies, or systems, including all exhaust system components, originally installed by the manufacturer which controls or reduces noise emissions.

“Noise disturbance” shall mean any excessive or unreasonably loud sound that interferes with the peace and quiet of the community.

“Noise sensitive area” shall mean an area designated under this chapter for the purpose of ensuring exceptional quiet and shall include any school, hospital, nursing home, or long-term care facility, and within 800 feet of these facilities, so as to not disrupt the activities normally conducted or to disturb or annoy the patients within the zone.

“Nuisance” shall mean an act or condition created by a person resulting in excessive or unreasonably loud sound, including but not limited to loud talking or yelling, which either:

- (a) Injures or endangers the health or safety of any person;
- (b) Renders a person insecure in life;
- (c) Endangers the environment; or
- (d) Interferes with the peace and quiet enjoyment of the community, as verified by two or more persons affected by said nuisance.

“Off-highway implement of husbandry” shall mean every all-terrain type I vehicle, motorcycle, or snowmobile used for agricultural highways.

“Off-highway vehicle” shall mean every all-terrain type I, all-terrain type II, or other similar vehicle used to operate exclusively off highways.

“Off-road motorcycle” shall mean any motorcycle designed for or capable of traveling off developed roadways and highways. “Off-road motorcycles” are commonly also referred to as motorbikes, trailbikes, enduro bikes, dirt bikes, motor cross bikes, or dual-purpose motorcycles.

“Owner” shall mean any person who alone or jointly and severally with others:

- (a) Has legal title to any premises, dwelling, or dwelling unit with or without accompanying actual possession thereof; or
- (b) Has share, care, or control of any premises, dwelling, or dwelling unit, as legal or equitable owner, agent of the owner, or is an executor, executrix, administrator, administratrix, trustee, or guardian of the estate of the owner.

“Person” shall mean any individual, public or private corporation and its officers, partnership, association, firm, trustee, executor of an estate, the state or its departments, institutions, bureau, or agency thereof, municipal corporation, county, city, or any legal entity recognized by the law.

“Plainly audible noise” shall mean any sound that can be detected by a person using his or her unaided hearing faculties. As an example, if the source of the plainly audible noise under investigation is a portable or personal vehicular sound amplification or reproduction device, one need not determine the title of a song, specific words, or the artist performing the song. The detection of the rhythmic base component of the music is sufficient to constitute a plainly audible sound.

“Private right-of-way” shall mean any street, avenue, boulevard, road, highway, sidewalk, alley, or easement that is owned or controlled by a nongovernmental entity.

“Property line” shall mean:

- (a) The imaginary line along the ground surface and its vertical extension that separates one parcel of real property from another;
- (b) The vertical and horizontal boundaries of a dwelling unit within a multi-dwelling-unit building; or
- (c) On a multi-use property, the interface between two portions of the property on which different categories of activity are being performed (e.g., if the multi-use property is a building which is a residential upstairs and commercial downstairs, then the property line would be the interface between the residential areas and the commercial area).

“Public entertainment venue” shall mean an indoor or outdoor place of public assembly, regardless of whether or not a ticket or payment of any type is required for admission, such as a symphony hall, concert hall, amphitheater, church hall, dance hall, auditorium, convention center, bowling center, sports venue, movie theater, multi-activity edifice, skating rink, bar, public park, or similar facility.

“Public property” shall mean any real property or structures thereon that are owned, leased, or controlled by a governmental entity.

“Public right-of-way” shall mean any street, avenue, boulevard, highway, road, sidewalk, alley, or easement that is owned or controlled by a governmental entity.

“Receiving property” shall mean the property (residential, commercial, industrial, or public) which is receiving noise emissions from a source after crossing the property line of the source.

“Residential” shall mean a location intended for activities related to permanent human habitation or public lodging facilities such as hotels, motels, RV parks, and other approved lodging facilities that includes activities such as sleeping, eating, bathing, or similar activities.

“Snow removal equipment” shall mean any mechanical equipment used for removing snow from land or building surfaces including snowplows, snow blowers, snow sweepers, and any spreader or applicator employed to apply a snow or ice melting product.

“Snowmobile” shall mean any motor vehicle designed for travel on snow or ice and steered and supported in whole or in part by skis, belts, cleats, runners, or low-pressure tires.

“Sound” shall mean an oscillation in pressure, particle displacement, particle velocity or other physical parameter in a medium with interval forces that cause compression or rarefaction of the medium.

“Stationary noise source” shall mean any noise source, fixed or movable, that is located or used on property other than a public or private right-of-way.

“Swimming pool equipment” shall mean equipment used to operate a swimming pool or spa including, but not limited to, the heater, pump, filter, water conditioner, disinfection equipment, hydro-jets, or other accessory equipment.

“Tree maintenance equipment” shall mean any equipment used in trimming or removing trees only. Tree maintenance equipment includes but is not limited to chainsaws, chippers, and stump removers.

9.48.030 General Provisions.

(1) Jurisdiction of the City.

- (a) The city and local law enforcement agencies shall have enforcement responsibility for this chapter
- (b) Compliance with this chapter does not constitute a defense if charged with any environmental crime or violation of any county, local, state, or federal law.
- (c) Legal action taken by the city under this chapter does not preclude prosecution for any environmental crime that may have been committed or violation of any other local, state, or federal law.

- (d) Nothing in this chapter affects or modifies in any way the obligations or liability of any person under any other chapter or provision thereof issued by the city, any ordinance issued by Salt Lake County, or any state or federally issued law, including common law.
- (e) Severance. If any section, subsection, sentence, clause, or phrase of this chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter.

9.48.040 Substantive Provisions.

- (1) General Prohibition of Noise. In addition to the specific prohibitions outlined in this chapter, it shall be unlawful for any person to willfully make or continue, or cause to be made or continued, any loud, unreasonable, unnecessary, or unusual noise that:

- (a) Disturbs the health or safety of a reasonable person of normal sensitivity within any receiving property between the hours of 10:00 p.m. and 7:00 a.m.; or
- (b) Creates a public nuisance at any time of day or night.

- (2) Specific Noise Restrictions.

- (a) Aircraft. No person shall fly, repair, or operate nor shall any person allow the flight or operation of any aircraft within 800 feet of a dwelling between the hours of 10:00 p.m. and 7:00 a.m. the following morning, unless expressly exempted from this chapter so as to cause a noise disturbance or create a nuisance.
- (b) Bells and Clocks. No person shall sound, operate, or permit the sounding or operation of an electronically amplified signal from any bell, chime or clock including, but not limited to, schools, houses of religious worship, or governmental buildings:
 - (i) Between the hours of 10:00 p.m. and 7:00 a.m. the following morning; or
 - (ii) At any time of day in such a manner which constitutes a nuisance.
- (c) Construction Equipment and Activities. No person shall operate nor shall any person cause, allow, permit, or fail to control the operation of any construction equipment or conduct any construction or demolition activities:
 - (i) Outside between the hours of 10:00 p.m. and 7:00 a.m. the following morning unless a waiver has been issued in accordance with Code 9.48.050;
 - (ii) Inside an enclosed structure between the hours of 10:00 p.m. and 7:00 a.m. the following morning if the activities are plainly audible at the property line; or

- (iii) In such a way as to create a nuisance.
- (d) Fireworks or Explosives. No person shall use fireworks, discharge guns, or other explosive devices that emit a plainly audible noise across the property line, between the hours of 10:00 p.m. and 7:00 a.m. the following morning, unless allowed under Section 53-7-225, Utah Code Annotated 1953, or successor statute. This provision shall not be construed to permit conduct prohibited by other statutes, ordinances, or regulations governing such activity.
- (e) Fixed Sirens, Whistles, and Horns. No person shall sound nor shall any person cause, allow, permit, or fail to control the sounding of any whistle, horn, or siren used as a signal for commencing or suspending work, or for any other purpose so as to cause a noise disturbance, except when used as a signal of an emergency or imminent danger.
- (f) Garbage Collection. No person shall collect garbage, waste, or refuse nor shall any person cause, allow, permit, or fail to control the collection of garbage, waste, or refuse within 800 feet of a dwelling or within a noise sensitive area between the hours of 10:00 p.m. and 7:00 a.m. the following morning.
- (g) Heating, Ventilation, and Air Conditioning (HVAC) Systems. No person shall operate nor permit or allow the operation of any HVAC system installed on or within any residential property that is not in good repair or not operating within manufacturer's specifications so as to cause a noise disturbance which is plainly audible from the property line of the source.
- (h) Motor Vehicles.
 - (i) This section shall apply to the total noise from a motor vehicle or combination of vehicles and shall not be construed as limiting or precluding the enforcement of any other provision of this chapter relating to mufflers or noise control.
 - (ii) No person shall operate or use nor shall any person cause, allow, permit, or fail to control the operation or use of any motor vehicle upon any public property, public or private right-of-way:
 - (A) Unless the noise control system is in constant operation and free of defects that affect sound reduction;
 - (B) With any cut out, bypass or similar device which increases sound pressure levels;
 - (C) When the noise control system has been modified, punctured, or rendered inoperative.

- (iii) Defect in Vehicle. No person shall operate nor shall any person cause, allow, permit, or fail to control the operation or use of any motor vehicle that emits excessive or unusual noises because of disrepair or mode of operation.
- (iv) Dynamic Braking Devices. No person shall operate nor shall any person cause, allow, permit, or fail to control the operation of any motor vehicle with a dynamic braking device engaged, except for the avoidance of imminent danger.
- (v) Horns and Other Signaling Devices. No person shall sound any horn or audible signaling device on any motor vehicle, except to prevent or avoid an accident.
- (vi) Motorsports. No person shall allow or conduct any sponsored or sanctioned motorsport activities in such a manner that creates a nuisance.
- (vii) Motor Vehicle or Motorboat Repair and Testing. No person shall repair, rebuild, modify, idle, run, accelerate, or test any motor vehicle, motorboat, or any auxiliary equipment attached to such vehicle or boat:
 - (A) Within 800 feet of a dwelling between the hours of 10:00 p.m. and 7:00 a.m. the following morning;
 - (B) Within a noise sensitive area between the hours of 10:00 p.m. and 7:00 a.m. the following morning;
 - (C) So as to cause a nuisance any time of day or night, or at any location within the city.
- (viii) Off-Highway Vehicles. No person shall operate nor shall any person cause, allow, permit, or fail to control the operation of any off-highway vehicle or off-road motorcycle whether or not duly registered:
 - (A) Either within 800 feet of a dwelling, within a noise sensitive area, or so as to cause a nuisance.
 - (B) Between the hours of 10:00 p.m. and 7:00 a.m. the following morning anywhere within the city.
 - (C) Within the public or private right-of-way or on public property unless specifically designated for such use by a government entity.
 - (D) Without a noise control system in constant use and in good working order so as to not emit excessive or unusual sounds.

- (E) This subsection shall not be construed to permit conduct prohibited by other statutes, ordinances, or regulations governing such activity.
- (ix) Standing Motor Vehicles. No person shall operate nor shall any person cause, allow, permit, or fail to control the operation of any motor vehicle to remain in an idling mode or condition for:
 - (A) A consecutive period of 15 minutes or longer;
 - (B) Any period of time while the vehicle is left unattended; or
 - (C) So as to cause a noise disturbance.
- (i) Music and Sound Amplification. Unless declaring an emergency, no person shall operate, play, nor shall any person cause, allow, permit, or fail to control the operation or playing of any personal or commercial sound amplification, or sound reproduction equipment, or musical instruments, or similar devices in such a manner:
 - (i) Which emits a plainly audible noise at the property line of the source between the hours of 10:00 p.m. and 7:00 a.m. the following morning;
 - (ii) Which emits a plainly audible noise on public property or within the public or private right-of-way at a distance of 50 feet or more in any direction from the operator between the hours of 7:00 a.m. and 10:00 p.m.;
 - (iii) Which emits a plainly audible noise to any person other than the operator on public property or a public or private right-of-way between the hours of 10:00 p.m. and 7:00 a.m. the following morning;
 - (iv) Which emits a plainly audible noise to any person other than the operator when operated on a common carrier by any passenger;
 - (v) That crowd noise causes a noise disturbance across a residential receiving property line or within a noise sensitive area between the hours of 10:00 p.m. and 7:00 a.m. the following morning.
- (j) Parking Lot or Road Sweepers. No person shall operate nor shall any person cause, allow, permit, or fail to control the operation of any motorized mechanical sweeper or vacuum:
 - (i) Within 800 feet of a dwelling between the hours of 10:00 p.m. and 7:00 a.m. the following morning;

- (ii) Within a noise sensitive area between the hours of 10:00 p.m. and 7:00 a.m. the following morning,
 - (iii) So as to cause a noise disturbance; or
 - (iv) That emits a sound pressure level that exceeds 84 dB(A) when measured at a distance of 25 feet.
- (k) Power Equipment. No person shall operate nor shall any person cause, allow, permit, or fail to control the operation of any mechanically powered generator, compressor, power washer, vacuum, blower, dryer, lawn or gardening equipment, snow removal equipment, or similar devices, except construction equipment:
 - (i) Between the hours of 10:00 p.m. and 7:00 a.m. the following morning either within 800 feet of a dwelling, within a noise sensitive area, or so as to cause a noise disturbance;
 - (ii) That emits a sound pressure level that exceeds 78 dB(A) measured at a distance of 25 feet, when the equipment is rated at five horsepower or less;
 - (iii) That emits a sound pressure level that exceeds 84 dB(A) measured at a distance of 25 feet, when equipment is rated at more than five horsepower;
 - (iv) That is not in good mechanical working condition so as to emit excessive or unusual sounds; or
 - (v) Without a noise control system in constant operation and in good working order.
 - (vi) Routine testing on emergency power generators shall not exceed one hour in any one-week period, or two hours in any six-week period, and shall be confined to the hours of 10:00 a.m. to 7:00 p.m.
- (l) Powered Model Mechanical Devices. No person shall fly a model aircraft powered by a gas engine or an electric motor, whether tethered or not, or fire or operate a model rocket vehicle or other similar noise-producing device:
 - (i) Between the hours of 10:00 p.m. and 7:00 a.m. the following morning within 800 feet of a dwelling or within a noise sensitive area; or
 - (ii) So as to cause a noise disturbance.
- (m) Refuse Compactor. No person shall operate or use nor shall any person cause, allow, permit, or fail to control the operation or use of any refuse compactor:

- (i) Between the hours of 10:00 p.m. and 7:00 a.m. the following morning within 800 feet of a dwelling or within a noise sensitive area;
 - (ii) So as to cause a noise disturbance; or
 - (iii) That emits a maximum allowable sound pressure level that exceeds 80 dB(A) at a distance of 25 feet.
- (n) Shouting and Loud Conversations. No person shall vocalize at levels which amount to a plainly audible noise from a distance of 100 feet or more for a duration longer than 10 seconds or engage in loud talking or yelling that is audible beyond the person's property line.
- (o) Snowmobiles. No person shall operate nor shall any person cause, allow, permit, or fail to control the operation of any snowmobile:
 - (i) Between the hours of 10:00 p.m. and 7:00 a.m. the following morning;
 - (ii) Within 800 feet of a dwelling, or within a noise sensitive area, or so as to cause a noise disturbance;
 - (iii) Within the public or private right-of-way or on public property unless specifically designated for use by a federal, state, or local government entity for such vehicle;
 - (iv) That is not in good mechanical working condition so as to emit excessive or unusual sounds;
 - (v) Without its noise control system in constant operation and in good working order; or
 - (vi) That emits a maximum sound pressure level that exceeds 84 dB(A) when measured at a distance of 13.12 feet (four meters) using testing methods as prescribed by the city.
 - (A) No person shall modify, alter, nor repair a snowmobile or its noise control system as to increase the sound pressure level above the specifications of the original noise control system installed by the manufacturer.
 - (B) This provision shall not be construed to permit conduct prohibited by other statutes, ordinances, or regulations governing such activity.
- (p) Snow Removal. No person shall operate nor shall any person cause, allow, permit, or fail to control the operation of any snow removal equipment within 800 feet of a

dwelling or within a noise sensitive area between the hours of 10:00 p.m. and 7:00 a.m. the following morning unless expressly exempted by this chapter.

- (q) Sporting Equipment. No person shall use nor shall any person cause, allow, permit, or fail to control the impulsive sound from any toy or piece of sporting equipment between the hours of 10:00 p.m. and 7:00 a.m. the following morning, if such usage creates a plainly audible noise at the property line of the source so as to cause a noise disturbance.
- (r) Swimming Pool Equipment. No person shall operate or maintain nor shall any person cause, allow, permit, or fail to control the operation or maintenance of any swimming pool equipment used to operate a swimming pool or spa, including but not limited to the heater, pump, filter, water conditioner, disinfection equipment, hydro jets or other accessory equipment that creates a noise disturbance between the hours of 10:00 p.m. and 7:00 a.m., or creates a nuisance any time of day or night.
- (s) Tree Maintenance Equipment. No person shall operate nor shall any person cause, allow, permit, or fail to control the operation of any tree maintenance equipment between the hours of 10:00 p.m. and 7:00 a.m. the following morning.

(3) Exemptions.

- (a) Agricultural Practices. Noise resulting from the use of farm equipment or off-highway implement of husbandry for recognized and acceptable agricultural practices shall be exempt from this chapter; provided, that:
 - (i) All reasonable efforts have been made to minimize the impact on the community;
 - (ii) The equipment is operating within manufacturer's specifications;
 - (iii) All noise control systems are in constant use, in good working order, and in compliance with this chapter;
 - (iv) All equipment is in good mechanical working condition so as to not emit excessive or unusual sounds;
 - (v) The equipment or activities do not create a nuisance in any land district; and
 - (vi) The equipment is used between the hours of 7:00 a.m. and 10:00 p.m. the same day.
 - (vii) This part shall not be construed to prohibit noises resulting from agricultural equipment between the hours of 10:00 p.m. and 7:00 a.m. the following morning

that result from harvesting a crop or other similar activity within an agriculturally zoned area.

- (b) Alarms. Noise resulting from any alarm system used in case of theft, fire, collision, civil defense, or imminent danger shall be exempt from this chapter; provided, that the alarm does not:
 - (i) Operate on any building or structure for longer than 15 minutes;
 - (ii) Operate on any motor vehicle for longer than three minutes; and
 - (iii) Create a nuisance.
- (c) Bells. Noise resulting from the amplified sound of a bell or chime or the striking of a mechanical bell or chime prior to, during, or after a religious service shall be exempt from this chapter; provided, that the:
 - (i) Combined duration of noise per service does not exceed five minutes; and
 - (ii) Noise emitted for a period of less than five minutes does not constitute a nuisance.
- (d) Clocks. Noise resulting from the striking of a clock's mechanical bell or chime shall be exempt from this chapter, provided the combined duration of noise does not exceed five minutes in any one hour between the hours of 7:00 a.m. and 10:00 p.m. the same day.
- (e) Emergency Power Generator. Noise resulting from the use of an emergency generator which provides emergency power or potable water to any hospital, health clinic, nursing home, similar facilities, or physician-prescribed home-based personal medical equipment, where the loss of electrical power or potable water poses an immediate risk to the health, safety, and welfare of any person, or as required by federal or state law shall be exempt from this chapter. During a power failure, other commercial or personal emergency power generators operating between the hours of 10:00 p.m. and 7:00 a.m. the following morning.
- (f) Emergency Relief Valves. Noise resulting from the release of an emergency relief valve shall be exempt from this chapter provided the valve and the equipment it serves is properly maintained.
- (g) Emergency Vehicles. Noise resulting from an authorized emergency motor vehicle or aircraft when responding to an emergency call or in time of an emergency shall be exempt from this chapter.
- (h) Emergency Work. Noise resulting from emergency work, as defined, shall be exempt from the restrictions of this chapter; provided, that all equipment necessary to resolve

the emergency is in compliance with this chapter. In cases where an executive order has declared a state of emergency in Magna Metro Township, emergency work is exempted only so long as is needed to provide the relief necessary to mitigate the emergency situation or until such time that the order declaring a state of emergency has expired or been rescinded.

- (i) Fireworks. Noise resulting from lawful fireworks when discharged on the dates allowed by Section 53-7-225, Utah Code Annotated 1953, or successor statute.
- (j) Heating, Ventilation, and Air Conditioning (HVAC). Noise resulting from the operation of any HVAC system including central air conditioning units, evaporative coolers, or window cooling units when installed on or within any residential property regardless of the time or frequency of operation provided the system is in good repair.
- (k) Loading/Unloading Operations. Noise resulting from the loading or unloading operations of the following activities shall be exempt from this chapter while:
 - (i) Removing a vehicle from a right-of-way by a licensed towing company;
 - (ii) Operating under the direction of law enforcement or fire/emergency medical services personnel during a police activity or other emergency; or
 - (iii) Delivering groceries, milk, or newspapers to any dwelling; provided, that any vehicle used during this delivery complies with this chapter and any associated noise is minimized.
- (l) Military Operations. Noise resulting from the emission of sound in the performance of military operations, exclusive of travel by individuals to or from military duty, shall be exempt from this chapter.
- (m) Parades. Noise resulting from a parade within the public right-of-way, including music and sound amplification, provided the parade has been approved and issued a mass gathering permit.
- (n) Permitted Activities. Noise resulting from activities for which a waiver from this chapter has been approved in accordance with Code 9.48.050 shall be exempt from this chapter.
- (o) Railway. Noise resulting from railway locomotives and cars, when operating in accordance with all local, state, and federal laws, shall be exempt from this chapter.
- (p) Road Sweepers. Noise resulting from road sweepers when operated for the purposes of cleaning highways or any other public right-of-way shall be exempt from this chapter.

- (q) Signals. Noise resulting from the sounding of a safety signal, warning device, or emergency signal (e.g., reverse alarms) when necessary for the protection of public health, safety and welfare shall be exempt from this chapter.
- (r) Snowmobiles. Noise resulting from the use of snowmobiles shall be exempt from this chapter provided the snowmobile and its noise control system complies with subsections (2)(o)(iv), (v) and (vi) of this section:
 - (i) Within the property lines of any ski resort so as to not cause a noise disturbance within any dwelling; or
 - (ii) Where, due to weather conditions, snowmobiles are the sole vehicular access to a property and are being used solely for such access.
- (s) Snow Removal. Noise resulting from snow removal equipment and snow removal operations shall be exempt from this chapter provided the noise control system installed on the equipment or vehicle complies with subsections (2)(h) and (k) of this section:
 - (i) Beginning at 5:00 a.m. when snow has accumulated during the prior 12 hours;
 - (ii) At any time on any street, avenue, road, boulevard, highway, or airport runway or taxiway;
 - (iii) At any time on any public, commercial, or industrial property not within 800 feet of a dwelling or noise sensitive area;
 - (iv) At any time on any public, commercial, or industrial property within 800 feet of a dwelling or noise sensitive area so long as:
 - (A) A dwelling, hospital, nursing home, or long-term care facility are not in the line of sight of the snow removal operations;
 - (B) The snow removal operations remain on that portion of the property that can use the existing building structures to shield noise from any dwelling, hospital, nursing home, or long-term care facility unless subsection (3)(s)(i) of this section is in effect; and
 - (C) The snow removal equipment or snow removal operations do not create a noise disturbance;
 - (v) A private right-of-way or public or private property that is more than 800 feet from a private dwelling or noise sensitive area at any time;

- (vi) All other private rights-of-way or private or public properties that are within 800 feet of a dwelling or within a noise sensitive area beginning at 5:00 a.m. when a measurable amount of snow has accumulated during the previous 12 hours.
- (t) Sporting Events. Noise resulting from activities directly related to the field of play (e.g., whistles, shouting plays, revving engines) during a sporting contest including, but not limited to, football, soccer, baseball, or similar event that are sanctioned by the Utah High School Activities Association (UHSAA), other professional organization, or organized sport association shall be exempt from this chapter. Events continuing after curfew will be exempted provided the event began sufficiently early that it would be reasonably expected that the event would have been completed by 10:00 p.m. This part shall not apply to any amplified sound sources, or fireworks.
- (u) Swimming and Spa Pools. Noise resulting from the splashing of water caused by reasonable swimming associated activities within a spa or swimming pool between the hours of 7:00 a.m. and 10:00 p.m. the same day shall be exempt from this chapter.
- (v) Tree Maintenance Equipment. Noise resulting from the use of any tree maintenance equipment between the hours of 7:00 a.m. and 10:00 p.m. the same day shall be exempt from this chapter; provided, that:
 - (i) All reasonable effort has been made to minimize the impact on the community;
 - (ii) All equipment is operating within manufacturer's specifications;
 - (iii) The noise control systems are in constant use, in good working order, and in compliance with this chapter;
 - (iv) All equipment is in good mechanical working condition so as to not emit excessive or unusual sounds; and
 - (v) The equipment or activities do not create a nuisance in any district.

9.48.050 Waiver.

- (1) The mayor or designee has the authority to waive the requirements and restrictions of this chapter on the basis of undue hardship or for a temporary event. The mayor or designee may prescribe any reasonable conditions or requirements upon a waiver deemed necessary to minimize adverse effects upon a community or the surrounding neighborhood.
- (2) Waiver for Undue Hardship.
 - (a) An application for a waiver on the basis of an undue hardship shall be submitted to the city at least seven days prior to the action which may potentially violate this chapter. To

apply for a waiver on the basis of an undue hardship, the applicant shall complete the application form provided by the city.

- (b) Any waiver granted by the mayor or designee for undue hardship shall contain all conditions upon which the waiver has been granted, including, but not limited to, the effective dates, time of day, location, sound pressure level, or equipment limitation. The requested relief may be granted upon good and sufficient reason showing:
 - (i) That additional time is necessary for the applicant to alter or modify his activity or operation to comply with this chapter; or
 - (ii) That the activity, operation, or noise source will be of temporary duration and cannot be performed in a way that would comply with this chapter; and no reasonable alternative is available to the applicant.

(3) Waiver for Temporary Event.

- (a) The operator or coordinator of a temporary event, seeking a waiver from the noise restrictions in this chapter, shall first submit their waiver request to the City in which the event will be held. If the mayor or designee approves the waiver request, he or she shall forward the approved request along with the application form provided by the city and his or her recommendations to the city at least 30 days prior to the event.
- (b) Any waiver request for a temporary event that may affect more than one township/municipality shall require the approval of each township/municipality that will be affected.
- (c) The executive of the City shall assume complete responsibility for responding to any noise-related matters associated with the events approved by the City.

(4) Public Notice Requirements.

- (a) No later than 14 days prior to considering whether to approve any request for a waiver pending before the mayor or designee, the applicant shall notify or pay the fees of the city for notifying, in writing, each dwelling and facility located within 800 feet of the event or activity unless otherwise required by the director at least 48 hours in advance. The director shall approve the content of each notice before it is distributed.
- (b) The public notice shall contain the following information:
 - (i) The name of the event or company name;
 - (ii) The name of the coordinator or project manager;

- (iii) The contact phone number(s) of the coordinator or project manager;
- (iv) The name and contact phone number(s) of the on-site manager;
- (v) The address of the event;
- (vi) The specific date(s) and operating times;
- (vii) A detailed description of the activities; and
- (viii) An invitation to submit written public comment to the mayor or designee within 14 days from issuance of the notice.

9.48.060 Inspections and Investigations.

To ensure compliance, the city has the authority to perform inspections, investigations, reviews, and other actions, as necessary.

9.48.070 Enforcement Mechanisms

If the city has investigated or inspected any property or facility and believes the property owner or other responsible party is in violation of this chapter or the city has other reasonable grounds to believe that there has been a violation of any part of this chapter or that the property owner or otherwise responsible party is not in compliance with this chapter, the city may take civil enforcement action as authorized by statute, rule, ordinance, and regulation and may also refer the matter for criminal prosecution. Civil enforcement may involve court or administrative actions, injunctive actions, and closures and may involve cost recovery, penalties, and other remedies. Civil and criminal actions may be brought simultaneously. A person does not need to be first adjudged liable in a civil matter before facing criminal charges.

- (1) Civil Enforcement Actions. The city may bring an action to restrain or enjoin actions in violation of this chapter or abate conditions in violation of this chapter.

9.48.080 Criminal, Civil and Administrative Penalties.

- (1) Criminal Penalties. Any person who is found guilty by a court of violating any of the provisions of this chapter, either by failing to do the acts required herein or by doing a prohibited act, is guilty of a class B misdemeanor.
- (2) Recovery of Investigation and Abatement Costs.
 - (a) The city may recover its inspection, investigative and abatement expenses and costs from owners or other responsible persons.

- (b) The city may record a judgment lien on a violator's property to recover its expenses and costs.