



MAGNA METRO TOWNSHIP COUNCIL
Meeting Agenda
July 26, 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 **26th day of July 2022** at the Webster Center, 8952 West Magna Main Street Magna, Utah as follows:

This meeting will be held at the anchor location and electronically for members of the staff and/or public that cannot attend due to continuing concerns regarding COVID-19, other health reasons, or other reasons. Those interested in attending electronically should follow the information noted at the end of this agenda. **

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.

6:00 PM – PUBLIC MEETING

1. CALL TO ORDER
2. Determine Quorum
3. Pledge of Allegiance
4. **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.***
5. Unified Police Department Report *[Chief Del Craig]*
6. **COMMUNITY STAKEHOLDER REPORTS**
 - 6.1 Magna in Motion *[Kari Duckworth]*
 - 6.2 4th of July *[Kari Duckworth]*
 - 6.3 Magna Chamber of Commerce *[Fonda Oliphant]*
 - 6.4 Pleasant Green Cemetery *[Sharon Nicholes/Nunny Nicholes]*
 - 6.5 Code Enforcement Report *[Mike Sena, Code Enforcement Officer]*
7. **Approval of Minutes:**
 - 7.1. June 14, 2022
 - 7.2. June 28, 2022

8. ACTION/DISCUSSION ITEMS

8.1 Economic Development Update [*Adrian West and Jevon Gibb, SL County Economic Development*]

8.2 Discussion and Possible Motion regarding the use of \$300,000 in ARPA funds for Engineering project EFCMC210011 2820 S Sidewalk [*Crystal Hulbert, SL County Engineering*]

8.3 Discussion and Possible Motion regarding **Resolution No. 22-7-01** Approving an Agreement with Government Consultants, LLC (Gregory Schulz) for work as a Consultant [*Paul Ashton, City Attorney*]

9. **COUNCIL REPORTS**

10. **ADMINISTRATOR REPORT**

11. **ANNOUNCEMENTS**

12. **ADJOURN**

**** GoToMeeting Option**

Magna Metro Township Meeting

Tue, Jul 26, 2022 6:00 PM - 9:00 PM (MDT)

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

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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.

POSTED: July 25, 2022

DATE TUESDAY JUNE 28, 2022

THE MAGNA METRO TOWNSHIP COUNCIL, STATE OF UTAH, MET ON TUESDAY, JUNE 28, 2022, PURSUANT TO ADJOURNMENT ON TUESDAY, JUNE 14, AT THE HOUR OF 6:00 P.M. AT THE WEBSTER CENTER AT 8952 WEST MAGNA MAIN STREET (2700 SOUTH), MAGNA, UT 84044.

COUNCIL MEMBERS PRESENT: ERIC BARNEY
AUDREY PIERCE
STEVE PROKOPIS
DAN PEAY, Mayor

COUNCIL MEMBERS EXCUSED: TRISH HULL

OTHERS IN ATTENDANCE: PAUL ASHTON, LEGAL COUNSEL
RORI ANDREASON, ADMINISTRATOR
DAVE SANDERSON, FINANCE MANAGER

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Mayor Peay, Chair, presided.

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Business Meeting

Pledge of Allegiance

The Pledge of Allegiance to the Flag of the United States of America was recited.

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Citizen Public Input

Brett Johanson, Regional Business Manager, Rocky Mountain Power, stated he was the representative for the Magna Metro Township, and has been talking to Mayor Peay about different energy efficiency opportunities going on that the Council may want to participate in. Rocky Mountain Power also has some funds to help with the 4th of July celebration.

Goud Maragani introduced himself as a candidate for County Clerk. He has posted proposals on his website, Goud4clerk.com, to improve how the Clerk’s Office operates. His proposals can be implemented under current law. They make sense and are measurable, so in four years people would know he kept his promises. He will be putting out more proposals after the Primary election.

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Unified Police Department Report

Lieutenant Zach Van Emmerik stated there was a bad head-on accident on U-111 today. A driver of a Camaro came northbound on 4100 South and lost control of the vehicle causing the head-on. There were no fatalities; however, three people were transported to a hospital in critical condition, but they have since been upgraded to stable. Now, the UPD is getting ready for 4th of July event.

Council Member Prokopis asked what contributed to the accident.

Mr. Van Emmerik stated it had been raining that day, and the driver of the Camaro had bald tires and was speeding.



Financial Report

Dave Sanderson reviewed the financial statement for May 31, 2022, stating the Magna Metro Township has a low budget on all but two items. Next month, he will bring forth the budget associated with next year's budget that will be sent to the Greater Salt Lake Municipal Services District.



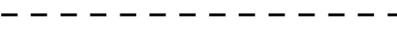
Community Stakeholder Reports

Magna Chamber of Commerce

Mayor Peay stated there will be a ribbon cutting for the Beehive House, an assisted living place, at 8000 West between 3100 and 3500 South on July 12, 2022. Then, the next chamber meeting will be the third Thursday of July at 12:00 PM.

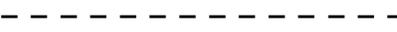
Council Member Prokopis asked why there was a ribbon cutting for an organization that has been there for years.

Mayor Peay stated there are new owners and they want some public relations.



Pleasant Green Cemetery

Nunny Nicholes stated in June, the cemetery sold 25 plots and had 5 burials.



Code Enforcement

Alicia Gonzalez, Code Enforcement Supervisor, Greater Salt Lake Municipal Services District (MSD), stated Code Enforcement created 38 cases in June, bringing the total of cases in the Magna Metro Township to 88. About half of those cases are zoning and the other half weeds. Code Enforcement did a blitz here in Magna focusing on the weeds and has had the County's Public Works abate a lot of those properties, cutting weeds for the 4th of July. Code Enforcement had one new officer start this week, and he will be in Magna full-time. She will have him attend the next Magna meeting. Then, another officer will be helping in Magna part-time.

Mayor Peay asked if Code Enforcement was at full staff.

Ms. Gonzalez stated a temporary officer will take Mike Sena's place, as he is doing another job now. Technically, the MSD needs to hire one more code enforcement officer and then it will be full.

Mick Sudbury stated some cities' hire retired Unified Police Officers (UPD) to work in Code Enforcement, as they know the rules and regulations. He suggested the MSD look into that.

Mayor Peay stated the MSD has been advertising for positions, so any retired officers wanting to work just need to apply for the positions.

Magna in Motion

Kari Duckworth stated Council Member Hull told her the grant that Magna in Motion applied for to put signage up Cemetery Hill was approved. Magna in Motion will probably start doing that in August.

4th of July

Kari Duckworth stated there have been 72-73 entries, and 143 people have registered for the race – 114 for the 5k and 29 for the Fun Run. The entries in the last two weeks are not guaranteed a shirt. There are 15 volunteers, but the committee is still looking for more to prevent streets from being blocked. People are being asked to bring chairs, not vehicles. Some vendors have backed out, but others are asking if there are spots left. Volunteers will start putting signs up across the community, and there is a 4th of July page on Facebook that people can post to. She asked the Council to spread the word. There will be 50 black garbage cans that day – 25 for the parade and 25 for the park. The committee also discussed getting a dumpster at the park, but Wasatch Front Waste & Recycling District (WFWRD) would have to deliver it on Friday, and she worried about the risk of leaving it there that long in case people dump in there and fill it up.

DATE TUESDAY JUNE 28, 2022

Council Member Pierce stated she would rather get the dumpster because vendors might have large box debris, etc., that will fill up the garbage cans.

Mayor Peay suggested getting a dumpster with a lock or locking the park gate Friday and Saturday at 10:00 PM.

Lieutenant Zach Van Emmerik stated the Unified Police Department (UPD) could patrol the area, although he could not dedicate officers to be there.

Council Member Pierce asked what the Council's plan was to be part of the parade.

Mayor Peay stated the lady that drives the horse and buggy down Christmas Street has a wagon, which is what the Council will ride on.

Ms. Duckworth stated people are being asked to wear their "I love Magna" shirts. For those who do not have them, the museum sells them for \$5 or \$10.

[Later in the meeting]

Mayor Peay stated the horse and carriage will be at the parade for the Council by about 11:00 AM on Monday. It will be loaded with candy before the parade starts. It ought to be a good parade, with 71 participants. Kari Duckworth has done a fantastic job getting it back to where it is now.



Action Items

Ordinance 22-O-07

Brian Tucker, Interim Senior Planner, Greater Salt Lake Municipal Services District (MSD), reviewed the ordinance rezoning 0.15 acres located at 8516 West Magna Main Street from Commercial (C-2) to Residential (R-2-6.5). He stated Planning & Development has been working with Derrick Shank for about six months because Mr. Shank wanted to rezone the old barbershop property he purchased to a single-family home. The property was changed to commercial years ago and it lost its non-conforming status as single-family when the barbershop came in, so Mr. Shank was not allowed to do that in the commercial zone. Then, he broached doing a mixed-use project – a live-work unit, but the fire code requirement costs were too onerous for that. The property owner has now made an application to rezone this property to R-2-6.5, a duplex zone, which allows single-family homes. The property along Main Street on either side of this address is zoned commercial, but the property to the north is R-2.6.5. Last Wednesday, the Magna Planning Commission met and recommended approval of the rezone request by a 4 to 0 vote.

Council Member Pierce asked if the R-2-6.5 would allow Mr. Shank to do what he wanted with having a business too.

DATE TUESDAY JUNE 28, 2022

Mr. Tucker stated Mr. Shank could only do a home occupation, which is a smaller version of what he wanted. With a home occupation, 25 percent of the square footage of a home can be used for that.

Council Member Pierce asked if Mr. Shank could start moving forward with getting permits to renovate the property if the Council approved the rezone.

Mr. Tucker stated it would.

Council Member Barney stated he had heartburn over changing the zoning of one piece of property along a contiguous run of property zoned commercial. It abuts to other properties with the R-2-6.5 zone, but those properties were not changed to C-2 because they were not deemed within the commercial corridor. He wondered how this rezone would benefit the community, not just the resident.

Mr. Tucker stated when someone asks to rezone one piece of property in a contiguous area, it is unlikely to get approved because that is a spot zone, and while spot zones are not illegal, they are usually a bad idea. In this case, it was the only viable path forward. Since this goes against planning principles, he chose not to make a recommendation for approval or denial.

Council Member Barney stated the area was intentionally designated a commercial corridor for a reason. Changing one piece of property in the middle of that corridor back to residential impedes the intention long-term. He had reservations with accommodating the needs of one resident as opposed to the long-term objectives of the community.

Mr. Tucker stated there are mitigating circumstances here, with property to the north zoned the same and all the houses between the post office still being used residentially.

Council Member Prokopis stated this is a single-family house and it was initially zoned residential. Someone overlaid a commercial zone over it, and for some time, there was a business out of this home. He did not see it as a spot zone. It is not a commercial structure being made into a house. A rezone to residential seemed appropriate and the right thing to do to allow the homeowner to move forward with applying for a home-based business.

Derrick Shank, applicant, stated he understood the concerns, but the Multiple Listing Network service (MLS) listed the property as a residence or a business, and prior to buying it, he was told by the MSD that he could turn it back into a residence. His intention has always been to have it be a live-work space, but codes prevented that. There is no fire code for just a business, no fire code for just a residence, but to combine the two requires \$80,000 worth of fire stuff to be put in. Therefore, he would like to build this as a residence, with 25 percent of the property used as a business so he can do a show room of live-work space components he has designed. He could not do in a commercial zone, so was just trying to make the best of an awkward bad situation.

DATE TUESDAY JUNE 28, 2022

Normally, an entity would not zone a property commercial and then back to residential, but in this case, the house to the east and all the houses behind it are residences, and there is a duplex to the west. The house is also very small – there is approximately 520 square feet on the main floor, so it is not big enough for a business. The only way to make it practical is to combine it with another property, demolish it, and sell it. At the end of the day, he was just asking the city to work with him on a solution.

Council Member Prokopis stated he heard Council Member Barney’s concerns, and he did not want to get in the habit of doing spot zones. However, he wanted to preserve the right for the Council to entertain one if it came up. Sometimes things go wrong, and someone needs to step in, which may mean the Council approving a one-off or a spot zone.

Council Member Prokopis, seconded by Council Member Pierce, moved to approve the following Ordinance 2022-O-07. The motion passed 3 to 1, with Council Member Barney voting in opposition.

ORDINANCE NO. 2022-O-06

DATE: June 28, 2022

AN ORDINANCE AMENDING TITLE 19, ENTITLED “ZONING” OF THE MAGNA METRO TOWNSHIP MUNICIPAL CODE, BY RECLASSIFYING CERTAIN PROPERTY LOCATED IN SALT LAKE COUNTY FROM THE C-2 ZONE (COMMERCIAL) TO THE R-2-6.5 ZONE (MEDIUM DENSITY RESIDENTIAL)

The Magna Metro Township Council, ordains as follows:

Section 19.06.020, Zoning Maps of the Magna Metro Township, is hereby amended, as follows:

The property described in Application #REZ2022-000616 filed by Derek Shenk and located at approximately 8516 West Magna Main Street, is hereby reclassified from the C-2 Zone (Commercial) to R-2-6.5 Zone (Medium Density Residential, said property being described as follows:

PARCEL #: 14-20-378-025-0000 as follows:

LEGAL DESCRIPTION

BEG N 89^49' E 3372.9 FT & N 88^45' E 868 FT FR S 1/4 COR SEC 19, T 1S, R 2W, SLM; N 88^45' E 50 FT; N 133.5 FT; S 88^45' W 50 FT; S 133.5 FT TO BEG. 0.15 AC M OR L.

IN WITNESS WHEREOF, the Magna Metro Township Council has approved, passed and adopted this ordinance this 28th day of June, 2022.

NOW, THEREFORE BE IT RESOLVED BY THE MAGNA METRO TOWNSHIP COUNCIL that the attached ordinance is adopted and will become effective upon publication pursuant to Utah Code Ann. § 10-3-711(1) and Utah Code Ann. § 10-3-712.

DATE TUESDAY JUNE 28, 2022

ATTESTED:

FOR THE MAGNA METRO TOWNSHIP:

/s/ SHERRIE SWENSEN
Sherrie Swensen
Salt Lake County Clerk
Metro Township Clerk/Recorder

/s/ DAN W. PEAY
Dan W. Peay, Mayor

New Sign at Pleasant Green Cemetery

Paul Ashton stated Council Member Prokopis reached out to him and asked if the Council could reconsider its action at the last meeting for a new sign at the Pleasant Green Cemetery. Since Council Member Prokopis voted in opposition to the sign, he cannot be the one to bring it back for reconsideration. However, Council Member Hull agreed to reconsider it. He suggested the Council recant the motion it made, if the Council is in agreement, and defer a decision until Council Member Hull can participate.

Council Member Barney, seconded by Council Member Prokopis, moved to retract the decision the Council made at the last meeting on the cemetery sign and put it on another agenda for reconsideration. The motion passed 3 to 1, with Council Member Pierce voting in opposition.

Rori Andreason stated the Council went with the design Council Member Barney brought forward last week, but she has not seen a cost analysis to it. The Council can look at different designs or just reconsider the one it approved last week.

Mayor Peay stated he has received about five calls requesting the old sign be put back up. The Council can consider approval of the sign at its next meeting when Council Member Hull is in attendance.

New Council Meeting Policy

Paul Ashton reviewed a new Council meeting policy that states no action is to be taken after 9:00 PM in a public meeting, absent approval by four-fifths of the Council. He stated this would be helpful because when a meeting runs long, there is a tendency to hurry through it.

Council Member Barney stated the Municipal Code says if the Council votes to take action, it has to be in writing first.

Mr. Ashton stated that applies to resolutions, ordinances, and code provisions. If it is internal policy, that requirement is satisfied by having it on the agenda. However, it can be written up in policy.

DATE TUESDAY JUNE 28, 2022

Council Member Pierce stated quite a few meetings lately have run late. She thought more thought should go into how agendas were structured, such as limiting the number of things that need to be voted on, and whether the time for the public to speak was appropriate.

Council Member Barney asked if the Council could set a time limit for individuals from the public to speak.

Mr. Ashton stated the Council can adopt a policy on that. He would bring something back in writing for the Council to consider.

Set 2023 Budget Workshop Meeting

Rori Andreason stated the Council needs to schedule a budget workshop meeting soon. She suggested scheduling it on July 12th, either earlier than the regular meeting or just having a budget discussion that night. She thought the Council would need at least two hours for that.

Council Member Prokopis suggested scheduling the budget workshop on July 12, 2022, at 4:30 PM, and holding the public meeting at 6:30 PM.

Ms. Andreason stated she would send a meeting invite out with that scheduled.

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Council Reports

Unified Police Department (UPD) / Salt Lake Valley Law Enforcement Service Area (SLVLESA)

Council Member Prokopis stated the UPD approved his budget, which included a significant compensation increase to SLVLESA. The UPD is in a wage war, and it has taken the last couple of budgets to fix that to help with retention and recruitment.

Animal Services Advisory Committee

Council Member Pierce stated the committee is trying to find out how many scanners it can get, what the process would be, and training for people to use those scanners.

Magna Mosquito Abatement District

DATE TUESDAY JUNE 28, 2022

Council Member Pierce stated the district will be treating the area around the 4th of July parade route and the park to reduce mosquitos. It has also offered to let its seasonal employees help with Animal Services Advisory Committee's project to use scanners and take the training since they are out in the community.

Greater Salt Lake Municipal Services District (MSD)

Mayor Peay stated the General Statement Report, done by Squire & Company, was discussed at the last board meeting. Squire found no problems with the MSD and was impressed with it. Also at the meeting, the board approved an agreement between the Utah Department of Transportation and the MSD for State Road 190 driver feedback signs, with a local match of \$8,000; \$40,000 for sidewalks from miscellaneous funds; a Community Development Block Grant on 29600, with a local match of \$32,915; a federal aid agreement for 2820 South 7440 West to 7736 West for sidewalks, with a local match of \$298,560; contracts between UDOT and the MSD for right of ways for 2820 South 7440 West to 7736 West in the amount of \$11,925; and a contract with an appraisal company for 2820 South 7440 West to 7736 West for sidewalk projects for \$4,100. A lot of the money that had been sitting was approved for projects in Magna.

Unified Fire Authority (UFA)

Council Member Prokopis stated all the building permits are in place for the new station on Magna Main Street. There was a lag in construction while the UFA was awaiting some final permits. Some resources from building the station in Midvale are freeing up, so progress on the station will start happening. The UFA is also building three other stations – two in Eagle Mountain and another in Olympus Cove. The UFA is recruiting firefighters. Entry level signup information is on its website, and the test will be held the middle of July. The UFA Board of Directors also approved its budget and increased Magna's cost by 6+ percent. Then, the UFA's wildland resources are out of town helping throughout the west. Also, information about the firework restricted areas is on the UFA's website. Fireworks are restricted to two days before the 4th of July and 24th of July holidays and one day after.

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THERE BEING NO FURTHER BUSINESS to come before the Council at this time, the meeting was adjourned.

SHERRIE SWENSEN
METRO TOWNSHIP CLERK

By _____
Deputy Clerk

DATE TUESDAY JUNE 28, 2022

CHAIR, MAGNA METRO TOWNSHIP COUNCIL

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MAGNA METRO TOWNSHIP

RESOLUTION NO.: 22-07-01

DATE: July 26, 2022

**A RESOLUTION OF THE MAGNA METRO TOWNSHIP
COUNCIL APPROVING AN AGREEMENT BETWEEN
MAGNA METRO TOWNSHIP AND GOVERNMENT
CONSULTANTS LLC (GREGORY SCHULZ) FOR
WORK AS A CONSULTANT**

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

WHEREAS, The Magna Metro Township Council ("Council") is a Metro Township Council pursuant to Utah Code §10-3b-504, with the Mayor acting as Chair of the Council pursuant to Utah Code §10-3b-503, and

WHEREAS, the Magna Metro Township Council desires to retain the services of Government Consultant, LLC (Gregory Schulz) to provide work as a Consultant for the Magna Metro Township; and

WHEREAS, the attached agreement was negotiated between Government Consultants LLC (Gregory Schulz) and Magna Metro Township to fulfill Magna's needs as a Consultant,

THEREFOR BE IT RESOLVED by the Magna Metro Township Council, as follows:

1. The Council approves and adopts the attached agreement for Consulting work from Government Consultants LLC (Gregory Schulz) for work as a Consultant, marked Attachment "A" to this resolution, for the benefit of Magna, and authorizes the Mayor to sign the same.
2. The Resolution shall take effect immediately.

APPROVED AND ADOPTED in Magna, Utah this 26th day of July 2022.

MAGNA METRO TOWNSHIP:

DAN W. PEAY, MAYOR

APPROVED AS TO FORM:

PAUL H. ASHTON
METRO TOWNSHIP ATTORNEY

ATTEST

SHERRIE SWENSEN
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER

VOTING BY COUNCIL:

MAYOR DAN PEAY voting _____

TRISH HULL voting _____

ERIC BARNEY voting _____

STEVE PROKOPIS voting _____

AUDREY PIERCE voting _____

ATTACHMENT "A"

AGREEMENT BETWEEN
MAGNA METRO TOWNSHIP
And
GOVERNMENT CONSULTANTS LLC

THIS AGREEMENT (the “Agreement”) is made and entered into as of the last date set forth on the signature page(s), whether signed in counterparts or otherwise, with an effective date of _____, by and between MAGNA METRO TOWNSHIP, a political subdivision of the State of Utah (the Metro Township), and Government Consultants LLC, dba Gregory Schulz MPA, located at 8676 W Blackgum Ct, Magna, Utah, 84044 (the “Company”). The Metro Township and Company are sometimes referred to herein as the Parties.

NOW, THEREFORE, in exchange for valuable consideration, including without limitations, the mutual covenants, agreements and representations contained in this Agreement, the receipt of which is acknowledged, the Metro Township and Company, with the intent to be legally bound, covenant and agree as follows:

1. SERVICES.

Under the direction of the Mayor and Metro Township legal counsel, and with the assistance of the municipal service providers, the Company will undertake and perform the agreed upon work needed on behalf of the Metro Township as set forth in Attachment “A” attached hereto.

2. CONSIDERATION.

A. Billable Hourly Rate. The Metro Township agrees to pay the Company for the services described herein at the following rate:

Government Consultants LLC -- \$150.00 per billable hour.

B. Costs. All reasonable costs for copying, travel, research, and other necessary items will be billed at the usual rate. Mileage reimbursement will be paid for use of Company’s

vehicle, at no more than the accepted rate set by the IRS, for travel reasonably required for his work on behalf of the Metro Township. The Company's Representative will consult the Mayor and Metro Township legal counsel prior to incurring any extraordinary costs in his performance under this Agreement. If performance under this Agreement requires Company to incur extraordinary costs, the parties will agree to the amount of those costs prior to his incurring the costs.

- C. Billing. The Company agrees to submit monthly a billing statement of all time spent on behalf of the Metro Township and costs incurred under this Agreement. The monthly billing will detail the date and nature of the services rendered. The Metro Township will pay the billing statement within 30 days of receipt of the statement from the Company.
- D. Annual Budget Limitation. For the purposes of Metro Township budgeting and fiscal control, the Company agrees that its billable services shall not exceed \$50,000 per calendar year. If as a result of additional work needed it becomes clear the budget threshold shall be exceeded, the Company shall notify the Metro Township of the situation and shall not perform such work until the situation is resolved. At the time of the notification the Metro Township may budget, or make available through budget transfers, additional funds for this Agreement, terminate the Agreement as provided below, or take such other action, as it deems appropriate.

3. TERM.

This Agreement shall have a term of one (1) year, unless otherwise terminated as set forth below, with an option to renew for additional year upon written agreement of both the parties.

4. INDEPENDENT CONTRACTOR, TAXES OTHER WORK.

The relationship of the Metro Township and Company under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state, and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability

pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between Metro Township and Company of employer and employee, partner or joint ventures. The parties agree that Company's obligations under this Agreement are solely to the Metro Township. This Agreement shall not confer any rights to third parties, including the MSD or County, unless otherwise agreed to by the parties.

The Company may be retained to represent other Metro Townships, or other governmental entities. To the extent work performed mutually benefits all such entities the cost for services will be determined in the sole discretion of the Company. Although the Company does not see any direct conflicts in its work for different entities, any conflicts that might exist, either in the present, or future, are hereby waived by the Metro Township unless notice to the contrary is given in writing to the Company, in which event the Company will defer to legal counsel and recuse on the issue under conflict until it is resolved or waived.

5. INDEMNIFICATION.

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

6. GOVERNMENTAL IMMUNITY AND INSURANCE.

The Metro Township is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah ("Act"), Utah Code Ann. §§ 63G-7-101, et. seq. (1953, as amended). The Parties agree that Metro Township shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall 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. To the extent

allowed by law or contract, the Metro Township will cover the Company for all work product created and work duties performed on behalf of, and under the direction of the Metro Township under the Act or general liability insurance policies.

7. NON-FUNDING CLAUSE.

Metro Township shall pay for the services provided by the Company under this Agreement, starting on the effective date of the Agreement. This Agreement shall create no obligation on the Metro Township as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of the Company, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void. If Metro Township does not appropriate funds for a succeeding fiscal year to fund performance under this Agreement, the Metro Township shall promptly notify Company of said non-funding and the termination of this Agreement, and in no event, later than 30 days prior to the expiration of the fiscal year for which funds were appropriated.

8. AGENCY.

No agent, employee or servant of the Company or Metro Township is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The Company and Metro Township shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Company and Metro Township shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that the Company is an independent contractor.

9. NO OFFICER OR EMPLOYEE INTEREST.

It is understood and agreed that no officer or employee of the Metro Township has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of the Company or any member of his family shall serve on any Metro Township board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Company's operations, or authorizes funding or payments to the Company.

10. ETHICAL STANDARDS.

The Company represents that it has not: (a) provided an illegal gift or payoff to any Metro Township, officer or employee, or former Metro Township officer or employee, or to any relative or business entity of a Metro Township officer or employee, or relative or business entity of a former Metro Township officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Metro Township adopted Ethics Code Chapter 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any Metro Township officer or employee or former Metro Township officer or employee to breach any of the ethical standards set forth in State statute or Metro Township ordinances.

11. CAMPAIGN CONTRIBUTIONS.

The Metro Township adopted campaign finance disclosure ordinance limits campaign contributions by contractors to Metro Township candidates. The Company acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the Metro Township is prohibited from making campaigning contributions in excess of \$100.00 to Metro

Township candidates during the term of the contract and during a single election cycle as defined in the ordinance. The Company further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

12. PUBLIC FUNDS AND PUBLIC MONIES.

Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in the Company's possession. The Company, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that he is obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to the Metro Township. The Company understands that he may be criminally liable for misuse of public funds or monies. The Company expressly understands that Metro Township may monitor the expenditure of public funds by the Company. The Company expressly understands that Metro Township may withhold funds or require repayment of funds from the Company for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

13. TERMINATION.

- A. Termination for Default. Metro Township may terminate this Agreement for an "Event of Default" as defined, upon written notice from Metro Township to Company.

- B. Termination by Company for Default. The Company may terminate this Agreement for an Event of Default upon written notice from Attorney to Metro Township.
- C. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment hereunder when the same becomes due and such failure continues for a period of thirty (30) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.
- D. Force Majeure. Neither party shall be liable for a failure to perform any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Company or Metro Township shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.
- E. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.
- F. Termination for Convenience. Either Party reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever either determine, in their discretion that it is in their interest to do so. If a party elects to exercise this right, they shall provide written notice to the other party at least thirty (30) days prior to the date of termination for convenience. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

The Parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

14. COMPLIANCE WITH LAWS.

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Company of applicable law, rule or regulation, shall constitute an event of default under this Agreement and Company shall be liable for and hold the Metro Township harmless and defend the Metro Township from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the Metro Township as a result of the violation.

15. NON-DISCRIMINATION.

Company, and all persons acting on its behalf, agree that they shall comply with all federal, state and County laws, rules ordinance and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

16. LABOR REGULATIONS AND REOUIREMENTS.

The Company agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. The Company shall indemnify and hold the Metro Township harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by Company, its agents or employees.

17. CONFIDENTIALITY.

Company shall hold all information provided to it by Metro Township for the purposes of performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for its representation of the Metro Township under this Agreement, and shall not release any of said information to any third party, who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of Metro Township.

18. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT.

Company acknowledges that Metro Township is a governmental entity subject to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101, et seq. As a result, Metro Township is required to disclose certain information and materials to the public, upon request. The Company agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the Chair of the Metro Township with notice also being provided to legal counsel for the township, if any.

19. INTERPRETATION.

Metro Township and Company agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. ASSIGNMENT.

Company shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of Metro Township.

21. SUBCONTRACTING.

Company agrees that it shall not subcontract to provide any of the services under this, Agreement or execute performance of its obligations under this Agreement without prior expressed and written consent of Metro Township.

22. NOTICES.

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the Parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

Metro Township:

Dan W. Peay
Magna Metro Township
8952 W Magna Main St
Magna, UT 84044

Company:

Gregory L. Schulz
Government Consultants LLC
8676 W Blackgum Ct
Magna, UT 84044

23. TIME.

The Parties stipulate that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required may be a default of this Agreement and be a cause for termination of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

24. ENTIRE AGREEMENT.

Metro Township and Company acknowledge and agree that this Agreement constitutes the entire integrated understanding between the parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement except as set forth in this Agreement, and any prior agreements, representations or understandings by and between the parties from the effective date of this

Agreement shall be null and void. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

25. GOVERNING LAW.

It is understood and agreed by the Parties hereto that the laws of the State of Utah and the Ordinances of Metro Township, both as to interpretation and performance, shall govern this Agreement. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

26. DISPUTES.

Disputes. Any controversy, claim or dispute in the course and scope of this Agreement or its breach, termination, enforcement, interpretation or validity, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salt Lake City, Utah, before a sole arbitrator. "Disputes" shall include, without limitation, those involving fees, costs, billing, claims of negligence, and breach of ethical or fiduciary duties. The American Arbitration Association (AAA) shall administer the arbitration pursuant to its Commercial Arbitration Rules and Supplementary Procedures for Large, Complex Disputes. The arbitration proceedings and record will be confidential and closed to the public. The arbitrator must be a member in good standing of the Utah State Bar. The arbitrator shall, in the Award, allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorney's fees of the prevailing party, against the party who did not prevail. Judgment on the Award may be entered in any court having jurisdiction.

27. COUNTERPARTS.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement

delivered by facsimile or scanned e-mail shall be deemed an original signed copy of this Agreement.

AGREED TO BY THE MAGNA METRO TOWNSHIP COUNCIL ON THIS _____ DAY OF _____, _____.

MAGNA METRO TOWNSHIP COUNCIL

DAN W. PEAY, MAYOR

Attest:

METRO TOWNSHIP CLERK/RECORDER

APPROVED AS TO FORM:

METRO TOWNSHIP ATTORNEY

VOTING

Council Member Hull _____

Mayor Peay _____

Council Member Peel _____

Council Member Pierce _____

Council Member Prokopis _____

AGREED BY COMPANY:

DATE: _____

SIGNATURE: _____

GREGORY L. SCHULZ, MPA
MANAGING DIRECTOR
GOVERNMENT CONSULTANTS LLC

ATTACHMENT “A” – SCOPE OF WORK



Attachment A: Scope of Work – Magna Metro Township

Description –

Upon the approval of the Council, under the direction of the Mayor and legal counsel, and upon acceptance of the work by the Company, Company will perform various research projects on topics of a municipal public policy nature. Such topics may include work regarding municipal governance models, municipal-type services delivery options and governance, municipal taxation and fees policy, economic redevelopment policy, and municipal ordinances.

Pursuant to contract, finished product which includes administrative white papers, policy papers, research papers, and related support documentation shall be presented to the Council for their consideration, any decisions, and for filing in the public record of the Metro Township.