



## MAGNA METRO TOWNSHIP COUNCIL

### Meeting Agenda September 13, 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 **13<sup>th</sup> day of September 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. Introduction of Chief Dominic Burchett, Unified Fire Authority
7. **Approval of Minutes:**
  - 7.1. August 9, 2022
  - 7.2. August 16, 2022

#### **8. ACTION/DISCUSSION ITEMS**

- 8.1 Discussion and Possible Motion Regarding **Resolution No. 22-09-01** A Resolution of the Magna Metro Township Designating an Emergency Manager for the Magna Metro Township *[Rori Andreason, Administrator]*
- 8.2 Discussion and Possible Motion Regarding **Resolution No. 22-09-02** A Resolution Adopting the Magna Metro Township Emergency Communications Plan *[Rori Andreason, Administrator]*

- 8.3 Discussion and Possible Motion regarding ***Resolution No. 22-09-03*** A Resolution Adopting an Agreement between the Magna Metro Township and N&W Enterprises LLC (Nunny Nichols) for the Pleasant Green Cemetery Caretaker Services ***[Rori Andreason, Administrator]***
- 8.4 Discussion and Possible Motion regarding Request for Proposal for the Pleasant Green Cemetery Entry Arch/Sign Design ***[Rori Andreason, Administrator]***
- 8.5 Discussion and Possible Motion regarding ***Resolution No. 22-09-04*** A Resolution Adopting the lease with the Webster Community Center Inc. ***[Paul Ashton, Attorney]***
- 8.6 Discussion and Possible Motion regarding the Copper Park Lease with Kennecott/Rio Tinto including new portions ***[Council Member Eric Barney/ Paul Ashton, Attorney]***
- 8.7 Discussion and Possible Motion regarding Demand Letter to Bertoch Family for Cemetery Records ***[Council Member Eric Barney/Paul Ashton, Attorney]***
- 8.8 Discussion and Possible Motion Regarding Request to Amend Code Enforcement Penalties to Target Repeat Offenders ***[Council Member Eric Barney/Paul Ashton, Attorney]***

**9. COUNCIL REPORTS**

**10. ADMINISTRATOR REPORT**

**11. ANNOUNCEMENTS**

**12. ADJOURN**

**ZOOM MEETING**

**Topic: Magna Metro Township Council Meeting**

**Time: Sep 13, 2022 06:00 PM Mountain Time (US and Canada)**

**Join Zoom Meeting**

**<https://us05web.zoom.us/j/89370368291?pwd=TGdLSkkrQ1FGd2hBZzFwSFZBQ0t5Zz09>**

**Meeting ID: 893 7036 8291**

**Passcode: N4zCbA**

*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](http://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:**     *September 9, 2022*



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**Chief Craig** stated he would follow up on that and get the Council an answer.



## Minutes

Council Member Hull, seconded by Council Member Prokopis, moved to approve the minutes of the Magna Metro Township Council meetings held on Tuesday, June 14, 2022, and Tuesday, July 26, 2022.



## Membership with the Utah League of Cities and Towns

**Paul Ashton** reviewed the invoice for membership on the Utah League of Cities and Towns (ULCT), stating it is an annual fee, based upon sales tax revenues, property tax values, and population. The annual membership fee for Magna is \$14,697.73, and it would need to be paid by September 1<sup>st</sup>. ULCT does an outstanding job for different cities in the state and has conventions where Council Members could attend and satisfy annual trainings. The fee is not in the budget for this year, but there are some extra funds that could be used.

**Council Member Prokopis** stated he thought the Magna Metro Township should join the Utah League of Cities and Towns. It has been fighting for years to be recognized by ULCT, and it could be beneficial if Magna changes its form of government. ULCT does good work at the Legislature on behalf of the cities.

**Council Member Barney** asked what value it could provide beyond interpreting the state statute.

**Mr. Ashton** stated the value the Magna Metro Township would get out of the League is templates for ordinances and other things, and the opportunity to network with other entities that have gone through the same challenges.

**Council Member Hull** stated the Magna Metro Township would get out of ULCT what it put into it. If it participated on the League's committees and things, it would benefit. If it did not, it would not get the value out of it. Magna would also benefit from the experience of others, especially if it became a city. There have been a lot of times she wanted to see ordinances or different things from other cities the same size as Magna Metro Township.

**Council Member Barney** stated he did not know how templating was a benefit when the codes and ordinances were all available online.

**Greg Schultz** stated ULCT tends to get out in front, as it did with the Coronavirus Aid, Relief & Economic Security (CARES) Act and American Rescue Plan Act (ARPA) funding. It has political and legal staff to help cities that are not sophisticated. It can also help set up a city, so it operates right.

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**Council Member Barney** stated the benefit should be quantifiable to the amount paid. ULCT many not represent any legislation for years that impacts the Magna Metro Township.

**Council Member Hull** stated there is some good networking at ULCT conferences, as well as a benefit to hearing big name speakers talk.

**Council Member Prokopis** asked if conference fees were included in the membership.

**Council Member Hull** stated no, there would still be a registration fee for that.

**Mr. Schulz** stated the registration fee for conferences is about \$250 for a member and \$750 for a non-member.

**Council Member Pierce** stated that was the best benefit she had heard so far.

**Council Member Hull** stated the Magna Metro Township has tried really hard to get to where it can belong, so she thought it should give this a shot. It can use CARES funding and has the \$12,000 the Arts Council returned.

**Mr. Schulz** stated it also has \$25,000 that was designated for Magna Yuzawa, as that is not happening this year.

**Council Member Barney** asked when the membership would start.

**Mr. Schulz** stated the membership fee is based on the fiscal year for cities, which starts July 1st.

Council Member Hull, seconded by Council Member Prokopis, moved that the Magna Metro Township join the Utah League of Cities and Towns for a one-year trial period, and then see how it feels at the end of next year. The motion passed unanimously.



## Status of Code Amendments

**Paul Ashton** reviewed amendments to Planning and Zoning Titles 18 and 19, stating the Greater Salt Lake Municipal Services District's (MSD) Planning and Zoning would like the Magna Metro Township's input on this. He suggested putting a workshop together and having Planning and Zoning walk the Council through that. Planning and Development based it on a template it is using for most of the other metro townships, but the Magna Metro Township is unique.

**Council Member Barney** stated there is a lot of stuff to go through, so he was not sure it could be done in a Council meeting.

DATE      T U E S D A Y      A U G U S T      9, 2022

**Matt Starley**, Long-Range Planner, MSD, stated Planning and Development is trying to get these amendments approved as soon as possible. It wants to get the Council a second phase draft by the first of next month, so it would be good to get some feedback before then. He suggested Council Members read through these and give Planning and Development some general feedback before the workshop so it could tailor its presentation.

**Council Member Prokopis** asked if these amendments were all generic at this point.

**Mr. Starley** stated some changes are generic, such as getting rid of as many conditional uses as possible, but other changes have been tailored to the Magna Metro Township.

**Mayor Peay** stated if a workshop is scheduled for next Tuesday, August 16, 2022. That would give the Magna Planning Commission time to attend the workshop.

**Mr. Starley** stated he could be available that day, but if the Planning Commission has a quorum at the workshop, it will have to do a public notice first.

**Council Member Prokopis** suggested dividing up the sections among Council Members, and then the Council Members can be prepared to speak to those at the workshop.

**Mr. Ashton** asked Council Members to send him an email on what they want to focus on, and he would contact Rori Andreason to make sure a public notice is done.

**Mr. Starley** asked Council Members to cc him and Brian Tucker, Planning Manager, MSD, too so they could tailor the presentation.

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#### Status Report on Arbor Park

**Greg Schulz** stated he met with the Salt Lake County Redevelopment Agency to discuss the Arbor Park project, but he just received the financials this evening. He wanted to review them and go through them with County staff. Then, the County will bring back its recommendations to the Council.

**Council Member Barney** asked what the developer was asking for.

**Jevon Gibb**, Economic Development Director, Salt Lake County, stated initially, the developer wanted \$7.2 million, with the affordable housing component, which he understood they might drop. Multi-family residential can be a very profitable product, so the County and the Magna Metro Township need to look at the numbers that were provided. He wanted to go through the due diligence process in general and the proformas to make sure the project is a good use of taxpayer dollars.

**Council Member Prokopis** stated redevelopment project area developers do not make a dime unless the project generates the revenue they say it will.

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**Mr. Schulz** stated that is how this one was created; it is a pay as it goes system.

**Council Member Prokopis** asked if this would sunset in six years.

**Mr. Schulz** stated the developer would be paid for the project over seven years, but the payments would be calculated on the last five years because the money to 2024 is already committed to the initial Arbor Park development piece.

**Council Member Prokopis** stated it is a \$60 million investment in the Magna Metro Township, but he did not know if the 10 percent the developer was asking for was reasonable.

**Mr. Schulz** stated that is why the Council needs to do the review with the proformas. That will give the Council an idea of what should come out of this.

## Water Conservation and Potential Landscaping Restrictions

Council Member Hull, seconded by Council Member Barney, moved to move this agenda item to the next meeting when the Magna Water District can be here. The motion passed unanimously.

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## Potential Ordinance Governing Trees within Utility Corridors and Easements Designating Weed Species

**Council Member Barney** reviewed the ordinance stating this came about in light of storms over the past year where there were power disruptions and property damage. A lot of this was due to specific tree varieties growing within power corridors, i.e. Box Elder, Chinese Elm, Siberian Elm, and Ailanthus trees are problematic because they grow rapidly, but they are weak and break easily. When they do that in a power corridor, they break onto overhead powerlines, etc., which can be an inconvenience for residents and a safety hazard. These trees are designated noxious weeds within the state of Utah, and someone can be cited if they do not maintain and take care of noxious weeds. A number of municipalities across the Intermountain West have enacted code or ordinances that governs these weeds.

The Magna Metro Township's ordinance would prohibit these specific varieties or species from being grown in utility corridors, within so many feet of a water main or water line because of the damage they can cause to infrastructure as well as to the overall community, and in fence rows. Having this ordinance would allow the Magna Metro Township to regulate these trees and protect the community from damage.

**Mayor Peay** asked what would be done about the trees that are already grown.





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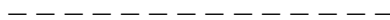
[The closed session was moved to the end of the meeting.]



## Council Reports

### *Mosquito Abatement*

**Council Member Pierce** stated Mosquito Abatement met a couple days ago where there were some discussions to policies regarding travel compensation and things like that, and its new security system, which is now in place. It has been monitoring for West Nile and other diseases, but it is in the clear so far.



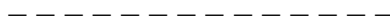
*Unified Fire Authority (UFA) /Unified Fire Service Area (UFSA)*

**Council Member Hull** stated the Greater Salt Lake Municipal Services District (MSD) is asking the Unified Fire Service Area (UFSA) to sign an Urban Hydrology Agreement to provide a surety bond in the amount of \$123,000, related to construction of the new Fire Station 102, but the UFSA wanted to know if that bond could be waived. The MSD allows a letter of guarantee to be used by other governmental agencies on approval of the metro township. The UFSA is asking the Council to put this on an agenda.

**Paul Ashton** stated White City did that for its new building, and actually put funds into the Public Treasurer's Investment Fund (PTIF) account to ensure it would be available if needed, rather than paying for a bond. He had suggested offering the same option to the UFSA.

**Council Member Hull** stated the name of Station 102 is going to be the Magna Main Street Fire Station. The UFA added the word street because it sounded like Magna's fire station. Also, the patches are in that have the Magna Metro Township on them, and the firefighters here will be putting that on their left sleeve.

**Council Member Prokopis** stated the UFA got a new fire chief four months ago, Chief Dominic Burchett. He wants to be on the Council's agenda September 13<sup>th</sup>.



*Magna United / Community that Cares*

**Council Member Hull** stated she talked with Brian Hartsell, Associate General Manager, Greater Salt Lake Municipal Services District (MSD) about getting a monthly financial report now that the coalition is un-comingling art funds. She wanted to see what was happening, and the MSD can provide a good report.

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*Greater Salt Lake Municipal Services District*

**Mayor Peay** stated the Greater Salt Lake Municipal Services District (MSD) is talking with each department about their budgets to see which of them use fuel vehicles because of the high cost of fuel. Everyone else seems to be holding pretty close to what they did last year with the slow wage raise.

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

**Council Member Prokopis** stated there will be a meeting next Thursday. The UPD is still trying to control costs with the increased wages due to the wage wars. Public safety in general has been having a wage war and it is costing cities a fortune. The increase to the UPD members this year was 12 percent. That is unsustainable, so the UPD is looking at other options because some members are considering what their other options are. He hoped it would be able to correct itself and get back to the 3-4 percent annual increase. The UPD salaries are in the top three in the market now, and that was the target, but the UPD needs to be able to sustain that.

**Mr. Ashton** stated all the metro townships have been given authority by the Legislature to impose a franchise tax, and metro townships are being approached by SLVLESA to ask if the franchise taxes could be dedicated to help pay for the policing services. Frank Nakamura, Legal Counsel, SLVLESA, will be talking about that at the Greater Salt Lake Municipal Services District's meeting tomorrow.

**Council Member Prokopis** stated the Legislature sets a cap on what the UPD can charge for police services on property taxes, and it is up against that cap, but it is not generating enough tax to pay the bills. It needs to go to the Legislature and get that cap raised, which is a big sale when it was given the franchise tax a couple years ago, which none of the metro townships have imposed yet. He was told that SLVLESA could generate about \$1.9 million to help offset the costs of policing, and the Magna Metro Township's portion of that would be \$300,000-\$400,000.

**Mr. Ashton** stated Millcreek City, and maybe Midvale City used some of their franchise money to help pay for police with the wage wars going on.

*Wasatch Front Waste and Recycling District*

**Council Member Barney** stated the Wasatch Front Waste and Recycling District's (WFWRD) website was updated to be more user friendly. The calendar for scheduling services is still being finalized. The food waste pilot program launched in July and had 281 active subscribers. As of July 21, 2022, it has collected 5.9 tons of food waste. Most municipal entities have increased its fees to keep up with inflation, WFWRD has not had to increase fees.

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## Administrator Report

**Paul Ashton** stated the new audio system and Zoom has been set up and seems to be working well. The system can be moved when it needs to be. Rori Andreason needs more information on often and how much of the building the Council will need for the year, to put more details in the lease. If the various committees fall under the umbrella of the metro township, it needs to be included in those numbers.

**Mayor Peay** stated a lady from Yuzawa wants to know if the exchange program is going proceed next year. He believes the Council has allocated \$25,000 towards the program.

**Council Member Hull** stated it needs to be on the agenda to approve it.

**Mr. Ashton** stated if the previous allocation was not spent, it goes into the reserve funds and remains available to the Council. The Council will need to decide if it wants to participate and continue to fund the program.

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

CHAIR, MAGNA METRO TOWNSHIP COUNCIL

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DATE TUESDAY AUGUST 16, 2022

THE MAGNA METRO TOWNSHIP COUNCIL, STATE OF UTAH, MET ON TUESDAY, AUGUST 16, 2022, PURSUANT TO ADJOURNMENT ON TUESDAY, AUGUST 9, 2022, 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  
TRISH HULL  
DAN PEAY, Mayor

OTHERS IN ATTENDANCE: PAUL ASHTON, LEGAL COUNSEL



**Mayor Peay**, Chair, presided.

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## Special Workshop

Magna Metro Township Title 18 & 19

**Paul Ashton** stated Magna Metro Township inherited Salt Lake County's ordinances and codes in 2017. The codes are not always up to date or applicable to the metro township. The Greater Salt Lake Municipal Services District (MSD) is reviewing and updating titles 18 – 19 and attorneys with Smith Hartvigsen are reviewing and updating titles 1-17. Around December the updated codes will be presented to the Magna Metro Township Planning Commission for its recommendations and to hold a public hearing. The Council will then review the recommendations and move towards adoption.

**Brian Tucker**, Planning Manager, MSD, reviewed the Title 19 Zoning draft with chapters that the planners feel the Council will need the most time to review.

The Council reviewed the following chapters in Title 19 Zoning:

- Chapter 19.04 Definitions
- Chapter 19.22 Parks and Open Space Zones
- Chapter 19.26 Agricultural Zones
- Chapter 19.28 Single-Family Residential Zones
- Chapter 19.29 Residential Mobile Home Park Zone
- Chapter 19.30 Medium and High Density Residential Zones
- Chapter 19.32 Commercial Zone
- Chapter 19.34 Manufacturing Zones
- Chapter 19.36 Mixed-Use zone

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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

CHAIR, MAGNA METRO TOWNSHIP COUNCIL

**MAGNA METRO TOWNSHIP**

**RESOLUTION NO.: 22-09-01**

**DATE: September 13, 2022**

**A RESOLUTION OF THE MAGNA METRO TOWNSHIP  
COUNCIL DESIGNATING AN EMERGENCY MANAGER FOR  
THE MAGNA METRO TOWNSHIP**

**RECITALS**

- A. The Magna Metro Township ("Magna City") is a Municipality pursuant to Utah Code §§ 10-2a-401 *et seq.*
- B. House Bill 96 adopted in April, 2021 requires each Metro Township to designate an Emergency Manager, and
- C. The Emergency Manager shall work closely with a designated mayor and councilmember to carry out this function, and
- D. The Magna Metro Township Council, the legislative body of Magna City elected by the voters of Magna City, has determined it is in the best interest of Magna City to designate \_\_\_\_\_ to serve as the Magna Metro Township Emergency Manager.

**RESOLUTION**

THEREFORE, BE IT RESOLVED by the Magna Metro Township Council, the Council formally designate \_\_\_\_\_ to serve as the Emergency Manager for the Magna Metro Township,

BE IT FURTHER RESOLVED the Council hereby directs staff to provide a copy of this Resolution to the Greater Salt Lake Municipal Services District to inform it of the appointment.

APPROVED AND ADOPTED in the Magna Metro Township, Salt Lake County, Utah this 13<sup>th</sup> day of September 2022.

BY: \_\_\_\_\_

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



**MAGNA METRO TOWNSHIP**

**RESOLUTION NO.: 22-09-02**

**DATE: September 13, 2022**

**A RESOLUTION OF THE MAGNA METRO TOWNSHIP  
COUNCIL ADOPTING THE MAGNA METRO TOWNSHIP  
EMERGENCY COMMUNICATIONS PLAN**

**RECITALS**

- A.* The Magna Metro Township ("Magna") is a Municipality pursuant to Utah Code §§ 10-2a-401 *et seq.*
- B.* The purpose of the Magna Metro Township Emergency Communications Plan is to provide a guide for the elected officials of Magna Metro Township to quickly prepare and respond with timely and accurate communications to internal and external partners during a major emergency or disaster, and
- C.* The Magna Metro Township Council, the legislative body of Magna City elected by the voters of Magna City, has determined it is in the best interest of Magna City to adopt the Magna Metro Township Emergency Communications Plan.

**RESOLUTION**

THEREFORE, BE IT RESOLVED by the Magna Metro Township Council, the Council adopts the Magna Metro Township Emergency Communications Plan hereby designated as "Attachment A",

BE IT FURTHER RESOLVED the Council hereby directs staff to provide a copy of this Resolution to the Magna Metro Township Emergency Manager.

APPROVED AND ADOPTED in the Magna Metro Township, Salt Lake County, Utah this 13<sup>th</sup> day of September 2022.

BY: \_\_\_\_\_

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

# The Magna Metro Township Emergency Communications Plan



2022

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## **STATEMENT OF PURPOSE**

The purpose of the Magna Metro Township Emergency Communications Plan is to provide a guide for the elected officials of Magna Metro Township to quickly prepare and respond with timely and accurate communications to internal and external partners during a major emergency or disaster.

Emergencies and disaster situations include, but are not limited to wildfire, flood, storm, earthquake, epidemic, chemical spill, technological hazards created as a byproduct of our modern society, or other calamities threatening life or property.

## **CONTEXT AND APPROACH**

- Most emergencies occur with limited notification or warning and can present an immediate threat to the community.
- Through social media, information and speculation can spread within minutes of the event.
- In consideration of the above, timely and accurate communication is critical for the safety and wellbeing of the community.
- It is critical that Magna Metro Township maintains communications with the Greater Salt Lake Municipal Services District (MSD) and the Salt Lake County Emergency Coordination Center (ECC) at the time of a disaster or major emergency.
- During an emergency, whether it is local or countywide, all communications with the public and media may be handled in conjunction with the Salt Lake County Emergency Management Public Information Officer (EM PIO).

## **SECTION 1- Roles and Responsibilities**

When a major emergency or disaster strikes, the first 12 to 24 hours are vitally important. The purpose of this Emergency Communications Plan is to guide the Magna Metro Township Mayor and/or councilmembers.

### **Prior to an Emergency – Preparedness**

Planning, Preparedness, and Training are three of the Goals for the Emergency Communications Plan. This plan recommends the Magna Metro Township Mayor, councilmembers, and their designated Communications Liaison Officer (CLO) do the following prior to the emergency:

- Magna Metro Township will designate one of the elected officials to act as the Township Communications Liaison Officer (CLO). The CLO can be the Mayor, one of the Magna Metro Township members, someone appointed by the council, or the MSD Communications Manager.
- The CLO will work with the Mayor, the Township Council, the Emergency Manager, the MSD Communication Manager, the EM PIO and the Joint Information Center (JIC) if established.

- The Magna Metro Township Council will identify a secondary person for the CLO, who will assume the position mentioned above, if the primary is unable to respond due to illness, injury, vacations, or personal reasons.
- The Magna Metro Township CLO, working with the MSD Communications Manager, shall be the spokesperson for the Magna Metro Township to the media and the public.
- All messages to the media and the public from the Magna Metro Township CLO can or may be reviewed and cleared with the MSD Communications Manager. If the incident becomes large scale and spans multiple jurisdictions, then messages will be coming from the JIC.

### **Declared Emergency - Local or Countywide Emergency**

- The Magna Metro Township Mayor or CLO will call the Salt Lake County EM Duty Officer at 801-896-7526. Be prepared to answer questions found in Annex D.
- The Magna Metro Township CLO will work directly with the Salt Lake County EM PIO, or JIC, if it is established, in the development and sending of all Integrated Public Alert and Warning System (IPAWS) messages during an emergency or a major disaster.
- The Magna Metro Township CLO will work directly with the Salt Lake County EM PIO in the development and sending of all Wireless Emergency Alerts (WEA) for cell phones and emergency Alert System messages (EAS) for radio and television, at the time of an emergency or major disaster.
- The Magna Metro Township CLO will use the Pre-Incident/Event or Emergency Response checklist (Annex A.)
- It is recommended that the Township Communications Liaison Officer have a Go Kit (Annex C)

## **SECTION 2 – Communications – Internal**

The Magna Metro Township CLO or their designee will:

- Determine if cell and landline phones are available. If available, contact all members of the Magna Metro Township Council and advise them of the situation.
- Determine if internet capability is available. If available, contact the Salt Lake County Emergency Coordination Center (ECC) and the EM Public Information Officer (EM PIO) and advise them.
- Phones (landlines and cell phones) will be the primary means of communication between ECC and the Magna Metro Township. Determine if text messaging is available. It is often the most resilient in a large-scale emergency.
- If unable to contact township mayor or council members, try your GETS number. This number will put you in a priority status above other calls.

- If township or town has radios, ensure they are operable.
- If there is a Ham radio available in your community, where is it located? It is located at \_\_\_\_\_. The HAM Frequency is \_\_\_\_\_. Make contact with the HAM operator.

### **SECTION 3 - Communication Availability with the Emergency Coordination Center (ECC) – External**

At the time of a declared local or countywide emergency, the Magna Metro Township CLO will:

- Make cell or landline phone contact with the ECC and the EM PIO or JIC. Contact numbers in Section 7 Resources.
- Work directly with the EM PIO or JIC, if established.
- When contacting the ECC, the EM PIO, or JIC, give your name, metro township name, and your callback number. Be prepared to give an assessment of the conditions in your township. Emergency Situation Assessment Checklist (Annex B).
- Ensure that this assessment coordinates with those making entries into WebEOC for Magna Metro Township.

### **SECTION 4 - Communication External – Media**

- If the emergency is local, the Magna Metro Township CLO will contact the Salt Lake County EM PIO to coordinate with the media.
- If the emergency is large or countywide, media messages will be forwarded to the Magna Metro Township CLO from the county EM PIO or JIC if it is established.
- The Magna Metro Township CLO will use cell, landline, texting, or satellite phone (if available) to contact the SLCo EM PIO.
- The Magna Metro Township CLO media releases, EAS and WEA alerts that are approved and coordinated, with Salt Lake County EM PIO or Joint Information Center (JIC) as necessary.

## **SECTION 5 – Communications External - Public**

- The Magna Metro Township CLO will use any messages, press releases, social media posts, etc. for the public that have been authorized by the Salt Lake County EM PIO or JIC. The Magna Metro Township CLO will work with the EM PIO/JIC on messages to be given to the public.
- Text messaging, internet, and/or social media sites can be used to reach the public. If the internet is available, the Magna Metro Township website, as well as any social media accounts, should be updated for the public regarding the disaster status. Check with the SLCo EM PIO or JIC that all texts, internet posts, or social media posts are approved.

## **SECTION 6 – Plan Maintenance**

1. The Magna Metro Township Mayor, Township Council, the CLO, and MSD Communications Manager will review these guidelines yearly.
2. This guide shall be reviewed after every emergency or exercise.



## SECTION 7 – Resources

The following is a list of resources located in Salt Lake County with emergency contact numbers.

**Salt Lake County Emergency Management-** contact for help with issuing a disaster declaration, UFA Wildland Fire Crew status, FEMA, S.A.F.E. Neighborhoods program, Utah Department of Emergency Management.

**Red Cross DAT-** (Red Cross Disaster Action Team), Blood, Psychological First Aid (for PTSD and other emotional support programs), disaster agency referrals

**MARC (Multi-Agency Resource Center)-**provides on-site community meeting opportunities with lawyers, medical and home insurance, cleaning companies, construction repairs, etc.

**VOAD (Voluntary Organizations Active in Disasters)-**Connects with specialized church services such as The Church of Jesus Christ Latter-Day Saints (food, clothing), Southern Baptist Disaster Relief (house cleaning), Salvation Army (housing, food), and agencies like Habitat for Humanity (builders)

**Amateur Radio-** provides personnel and equipment to operate Ham radios.

**Team Rubicon-** Military veterans who provide personnel and chainsaws to help with tree and structure failure. In addition, medical personnel may be available.

**Salt Lake County Health Department-** serves to protect the health and safety of residents in any emergency and provides guidance with flood mitigation, sewage contamination, food protection, housing, and infectious disease.

**Salt Lake County Public Works-** provides sandbags, issues with downed trees, critical infrastructure, equipment to repair roads and infrastructure.

**Salt Lake County Aging and Adult Services-** provides resources for housing, transportation, in-home personal care and health insurance.

**Salt Lake County Medical Reserve Corps-** provides health care volunteers to help with floods, sewage contamination.

# Emergency Contacts

**Fire/Police/Paramedics**

911

## **MEDICAL**

Poison Control Center 800.222.1222

## **Hospitals**

Alta View Hospital 801.501.2600  
U of U Emergency Room 801.581.2291  
Primary Children's Hosp. 801.662.1000  
LDS Hospital 801.408.1100  
St. Marks Hospital 801.268.7111  
IHC Hospital-Murray 801.507.7000  
Care Now 801.943.3300  
After Hours Medical 801.509.9425  
After Hours Medical-Sandy 801.609.9864

## **PUBLIC SAFETY**

Sheriff Dispatch 801-743.7000  
UFA Station #102 or 111 801.743.7200  
SLCo Public Works 924x7) 385.468.6101  
Sanitation (Trash) 385.468.6325  
Public Lands Info 801.466.6411  
Magna Water District 801.250.2118  
Road Conditions 511  
Flood Control 385.468.6600  
Trees on Power Lines 888.221.7070

## **SALT LAKE COUNTY**

Emergency Manager – Clint Mecham  
801-330-8491 (mobile) - 801-743-7103 (office)  
[cmecham@unifiedfire.org](mailto:cmecham@unifiedfire.org)

Salt Lake County Health Department  
385-468-4124  
[HealthEMB@slco.org](mailto:HealthEMB@slco.org)

Salt Lake County Aging and Adult Services  
385-468-3200  
[slcoagingservices@slco.org](mailto:slcoagingservices@slco.org)

# Emergency Contacts Cont.

## NON-GOVERNMENT ORGANIZATIONS – NGO’S

Red Cross Disaster Action Team - Toni Wise  
801-440-8757 (mobile) 801-323-7002 (office) [Toni.wise@redcross.org](mailto:Toni.wise@redcross.org)

MARC Multi-Agency Resource Center  
Toni Wise (see above) or Lisa Bagley (see below)

VOAD Voluntary Organizations Active in Disasters  
Lisa Bagley [lisabagley@gmail.com](mailto:lisabagley@gmail.com)

Amateur Radios  
Kelly Weldon [hcleeyweldon@msn.com](mailto:hcleeyweldon@msn.com)

Team Rubicon [Noelle.Skilton@teamrubiconusa.org](mailto:Noelle.Skilton@teamrubiconusa.org)  
Or [Robert.Toth@teamrubicon.us.org](mailto:Robert.Toth@teamrubicon.us.org)

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# ANNEX A

## EMERGENCY COMMUNICATIONS CHECK LIST

### Pre-Notice of or Eminent Emergency (Events included)

The Mayor and/or Mayor Pro Tem will work with the Magna Metro Township CLO and the MSD Communications Manager to help direct information and notifications to the media and the public.

- \_\_\_\_\_ Ensure all your family members are safe and accounted for
- \_\_\_\_\_ Gather all essential information on the emergency (if possible)
- \_\_\_\_\_ Determine map boundaries of the emergency (if possible)
- \_\_\_\_\_ Check local weather conditions – rain, snow, high winds, heat
- \_\_\_\_\_ Check on status of Township communications-cell phones, landlines, radios
- \_\_\_\_\_ Determine Status of utilities-gas, electricity, and water
- \_\_\_\_\_ Determine status of Township roads-any roadways that will or may be blocked
- \_\_\_\_\_ Ensure status of all Magna Metro Township Council members and personnel
- \_\_\_\_\_ Advise all Magna Metro Township Council members of possible emergency
- \_\_\_\_\_ Contact Salt Lake County Emergency Manager or the ECC at the 24-hour County Emergency Hot Line for any critical information
- \_\_\_\_\_ Contact Greater Salt Lake MSD Manager and MSD Communications Manager advising them of the possible or eminent emergency
- \_\_\_\_\_ Identify location of Incident Command Post in your area and send Magna Metro Township representative

## Annex A cont.

### Emergency or Disaster Strikes – Emergency Declaration

The Mayor and/or Mayor Pro Tem will work with the Magna Metro Township CLO and the EM PIO or JIC if established to help direct information and notifications to the media and the public.

- \_\_\_\_\_ Ensure all your family members are safe and accounted for
- \_\_\_\_\_ Gather and update all essential information (if possible)
- \_\_\_\_\_ Determine map boundaries of the emergency (if possible)
- \_\_\_\_\_ Check local weather conditions – rain, snow, high winds, heat
- \_\_\_\_\_ Check status of Township communications-check phone and internet capability
- \_\_\_\_\_ Determine status of utilities-gas, water, electricity
- \_\_\_\_\_ Determine roadways that are blocked
- \_\_\_\_\_ Check Emergency Situation Assessment Sheet (Annex B)
- \_\_\_\_\_ Identify any hazardous conditions-lines down, hazardous materials
- \_\_\_\_\_ Determine access points into and out of the disaster area
- \_\_\_\_\_ Decide if an Emergency Declaration for the Magna Metro Township is needed
- \_\_\_\_\_ **Declare a Formal Emergency** if needed using the appropriate form
- \_\_\_\_\_ Contact Salt Lake County Emergency Manager or the Emergency Coordination Center 24-hour County Emergency and advise them of Emergency Declaration
- \_\_\_\_\_ Contact all Magna Metro Township Council Members and advise them of the declared emergency
- \_\_\_\_\_ Contact the Greater Salt Lake MSD Manager and the MSD Communications Manager or designee and advise them of the Emergency Declaration
- \_\_\_\_\_ Determine if you need to activate your Continuity of Operations Plan (COOP). If so, activate your COOP and follow the COOP guideline
- \_\_\_\_\_ Identify all evacuation routes and relocation sites available within the Magna Metro Township

## Annex B

### Emergency Situation Assessment

#### 1. What is the area affected?

- What are the major crossroads or geographic reference point?
- Residential or commercial area?
  - Residential (single family, condominium/ apartments, trailer, multiplex)?
  - Commercial (types of businesses)?
  - Industrial (types of activities)?
- Hospital or Medical facilities?
- Universities, high schools, middle schools, elementary schools, or private schools?

#### 2. Are people injured?

- How many are injured? Deaths?
- Are additional medical transport assets needed (Public Transit, Para-Transit)?
- Does an Alternate Care Site need to be established?
- Does the hospital require evacuation?

#### 3. Are people displaced?

- How many (population estimate)?
- Vulnerable Populations?
  - Assisted-living homes?
  - Disaster Registry residents?
  - Day care facilities?
  - Senior housing?
- Are temporary reception centers necessary (busses, facilities)?
- Can we expect pets?
- Can we expect unaccompanied minors?

#### 4. Are critical infrastructure or are major transportation hubs threatened?

- Energy (power / natural gas facilities or distribution systems)?
- Telecommunications systems?
- Water / waste-water systems?
- Major fuel storage?
- Port / Airports / Rail?
- Major transportation corridors?
- Hospitals / medical clinics?
- Government buildings (local, state, federal)?
- Schools & shelter facilities?

**5. Is commerce disrupted?**

- Types of vendors (retail stores, restaurants, warehouse / distribution centers, industrial sites)?
- Disruption of supply chain (roads/airport)?

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## **Annex C**

### **Emergency Go Kit for Magna Metro Townships Officials and CLO**

- Vest
- Magna Metro Township ID with lanyard
- Driver's License (Personal ID)
- Flashlight
- Clip board with paper and writing utensils
- Several bottle of waters (not full, may freeze)
- Dried food snacks
- Coat and comfortable boots or shoes
- Any medicines

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## **Annex D**

### **Public Contacts for Magna Metro Township**

Magna Metro Township website: <https://www.>

Magna Metro Township does not have its own Facebook or Twitter account.

These are private accounts that are useful for sending out information to Magna Metro Township community members:

Magna Metro Township xx.xx members

Magna Metro Township Supporters xx.xx members

Magna Metro Township Residents xx.xx members

Magna Metro Township Chamber of Commerce xx.xx members

MSD Communications Manager Contact: Maridene Alexander C. 801.831.7224

Office number: 385.468-6733

Website: <https://msd.utah.gov/>

Facebook: <https://www.facebook.com/GSLMSD/>

Twitter: <https://twitter.com/GreaterSLMSD>

## Annex E

### Sample Press Release from Municipal Services District

Press Release Template:



G R E A T E R   S A L T   L A K E  
**Municipal Services  
District**



#### NEWS RELEASE

Date

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**SALT LAKE CITY, UT.** The Greater Salt Lake Municipal Services District (MSD) has been providing services to homeowners and businesses that have reported damage from the 5.7 earthquake we experienced on March 18, 2020.

Salt Lake County Public Works Operations crews and the MSD building inspectors have been carefully inspecting homes, buildings and infrastructure for any earthquake damage.

The MSD is asking community members to conduct a visual assessment of their home or business. Look for cracks in the foundation or damage to exterior or interior walls. Take a photo of any damage.

If you have damage, complete the online form or call one of the numbers listed below.

**Complete the online form at <https://arcg.is/1uGXee> or  
on the MSD website main page [msd.utah.gov](https://msd.utah.gov)**

**During business hours (8 a.m. to 5 p.m.) call (385) 468-6723  
After hours call (385) 468-6690 and leave a message**

###

*Maridene Alexander, Communications Manager, 801.831.7224*

GSLMSD ♦ 2001 S State Street, #N3-600 ♦ Salt Lake City ♦ UT ♦ 84190 ♦ [msd.utah.gov](https://msd.utah.gov)

## **ANNEX F**

### **Questions by the EM Duty Officer**

At the time of an emergency, when the Mayor or the Magna Metro Township CLO call the ECC 24-hour number, the Duty Officer may ask the following questions:

- What happened?
- When did it happen?
- Where did it happen?
- What was the cause? (if you know the cause)
- What population is affected?
- How is the population affected?
- What is the extent of the damage?
- What is the current impact on the Metro Township?
- How did you learn of the incident?
- Are there any emergency PIO requirements?

## **MAGNA METRO TOWNSHIP**

**RESOLUTION NO.: 22-09-03**

**DATE: September 13, 2022**

### **A RESOLUTION OF THE MAGNA METRO TOWNSHIP COUNCIL APPROVING A CONTRACT BETWEEN MAGNA METRO TOWNSHIP AND N&W ENTERPRISES, LLC (NUNNY NICHOLLES) FOR PLEASANT GREEN CEMETERY CARETAKER SERVICES**

**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**, in March 2020, the Magna Metro Township purchases the Pleasant Green Cemetery; and

**WHEREAS**, the Magna Metro Township Council issued a Request for Proposal for Cemetery Caretaker services; and

**WHEREAS**, the Magna Metro Township Council retained the services of N&W Enterprises LLC (Nunny Nicholes) for Caretaker Services for the Pleasant Green Cemetery for a one year term with an option to renegotiate at the end of that period of time; and

**WHEREAS**, the Magna Metro Township Council and N&W Enterprises LLC (Nunny Nicholes) have renegotiated the terms of service based upon the prior year's performance; and

**WHEREAS**, the Magna Metro Township Council believes it is in the best interests of the community and cemetery to retain the services of N&W Enterprises LLC (Nunny Nicholes) for an additional three year term pursuant to the renegotiated agreement, attached hereto, marked Attachment "A" for Caretaker Services for the Pleasant Green Cemetery.

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

1. The Council approves and adopts the attached contract for Pleasant Green Cemetery Caretaker services from N&W Enterprises LLC (Nunny Nicholes), 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 13<sup>th</sup> day of September 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”

**MAGNA METRO TOWNSHIP CONTRACT NO. \_\_\_\_\_**

**2022 AGREEMENT BETWEEN**

**MAGNA METRO TOWNSHIP**

**And**

**N&W ENTERPRISES 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 September 20<sup>th</sup>, 2022, by and between Magna Metro Township, a political subdivision of the State of Utah (the “Metro Township”), and N&W Enterprises LLC, Nunny Nicholes, located at 78112 West 2820 South, Magna, UT 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, 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 Council, and with the assistance of the Metro Township’s legal counsel and the Metro Township’s Municipal Administrator, the Company will undertake and perform the work needed on behalf of the Pleasant Green Cemetery to fulfill the Metro Township’s governance requirements, as more fully set forth in Attachment “A” attached hereto.

**2. CONSIDERATION.**

A. Monthly Rate. The Metro Township agrees to pay the Company for the administrative services for the Pleasant Green Cemetery described herein at the following rate:

-- \$4,742.00 per month.

B. Services. All costs associated with providing caretaker services for the Pleasant Green Cemetery will be billed as described in the attached fee schedule. The Company’s Representative will

consult the Metro Township Mayor prior to incurring any extraordinary costs in their 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 their 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 upon 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 administrative service costs shall not exceed **\$56,900** 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.
- E. Annual Compensation Adjustment. The monthly rate and annual budget limitations shall be increased Two (2%) percent in years 2 and 3 of the term.

### **3. TERM.**

This Agreement shall have a term of three (3) years, unless otherwise terminated as set forth below, with an option to renegotiate terms of the written agreement of both the Metro Township and Company.

### **4. INDEPENDENT CONTRACTOR, TAXES OTHER WORK.**

The relationship of 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.

## **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. INSURANCE.**

The Company shall provide proof of liability insurance coverage in the amount of One Million (\$1,000,000.00) dollars naming the Municipality as an additional insurer. Certificate of Insurance is to be updated throughout the term of the Agreement and that copies are forwarded to the Municipality upon renewal.

## **7. COMPLIANCE WITH LAWS AND ACTS**

The Company shall comply with all Federal, State and Municipal Laws, statutes, regulation, and bylaws, relevant to the contract including but not limited to:

- The Occupational Health and Safety Act
- Workplace Safety and Insurance Act
- Governmental Records Access and Management Act (GRAMA)
- Municipal Conflict of Interest

## **8. WORKERS' COMPENSATION**

The Company will provide proof of Workers Compensation Insurance (Workers Comp) coverage prior to work commencing in the form of a current and valid clearance certificate.

## **9. OCCUPATIONAL HEALTH AND SAFETY**

The Company will ensure that all applicable health and safety laws and regulation are adhered to during the performance of the contract.

## **10. ACCESSIBILITY COMPLIANCE WITH THE AMERICANS WITH DISABILITIES**

### **ACT:**

In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.

In addition, the Company and his/her employees must have the applicable training with regards to applicable ADA Standards. Training must be completed prior to commencement of the agreement.

## **11. ASSIGNMENTS**

No portion of the work under the award may be subcontracted without the authorization of the Municipality.

## **12. FUNERAL, BURIAL AND CREMATION SERVICES**

The Company is responsible to complying with Utah Code Ann. Title 8 - CEMETERIES.

## **13. RESPONSIBILITY FOR EQUIPMENT AND DAMAGE**

The Company will be held responsible for all damage which may occur to equipment used in the performance of the work and services required hereunder due to the faulty operation or usage on the part of himself or his employee.

The Company will also be held responsible for any damage caused to Municipal Lands or its contents where such damage may be attributed to the use of equipment or materials of any kind by the contractor or his/her employees. All such damage shall be made good by new materials as required, to match existing work in kind, quality, and workmanship.

The Company shall provide and maintain adequate and suitable means to save the Municipal Lands and its contents from injury, dust, and defacement during the progress of the Contractor's work by means of approved protection where necessary or directed by the Municipality.

The Company shall be responsible for promptly reporting to the Municipality any damage caused by his/her employees to turf, trees, equipment, buildings, or headstones/monuments located on the Municipal lands.

#### **14. RESPONSIBILITY FOR THE CONTRACTOR'S EMPLOYEES**

The Company shall insure that their employees are dressed in accordance with Workplace Health & Safety regulations while performing work on Municipal Lands, and further that the employees are dressed in an appropriate manner while working in a public atmosphere.

#### **15. 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.

#### **16. 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.

#### **17. 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 their 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.

#### **18. 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.

#### **19. 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 contact 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.

#### **20. 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.

## **21. 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. Metro Township reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever Metro Township determines, in its sole discretion that it is in the Metro Township's interest to do so. If Metro Township elects to exercise this right, Metro Township shall provide written notice to the Company at least thirty (30) days prior to the date of termination for convenience. Upon such termination, Company shall be paid for all services up to the date of termination. Company agrees that the Metro Township's termination for convenience will not be deemed a termination for default nor will it entitle Company to any rights or remedies provided by law or this Agreement for breach of contract by the Metro Township 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25.**

## **26. 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.

## **27. 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 Mayor of the Metro Township with notice also being provided to legal counsel for the township, if any.

## **28. 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.

## **29. 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.

## **30. 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.

### **31. 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, Mayor Magna Metro Township 8952 West Magna Main Street Magna, UT 84044
-----------------	--

Company:	Nunny Nicholes N&W Enterprises LLC 7811 West 2820 South Magna, UT 84044
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### **32. 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.

### **33. 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.

### **34. 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.

### **35. 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.

### **36. 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 28<sup>TH</sup> DAY OF SEPTEMBER, 2021.**

**FOR THE MAGNA METRO TOWNSHIP**

---

DAN W. PEAY, MAYOR

Attest:

\_\_\_\_\_  
METRO TOWNSHIP CLERK/RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
METRO TOWNSHIP ATTORNEY

\_\_\_\_\_  
AGREED BY COMPANY:

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

# ATTACHMENT “A” – SCOPE OF WORK

## SCOPE OF WORK – PLEASANT GREEN CEMETERY CARETAKER SERVICES

### MAGNA METRO TOWNSHIP

#### PRIMARY RESPONSIBILITIES

##### Burials

To be responsible for managing all aspects of opening and closing burial sites, installation of corner markers, cremation plaques, consulting with municipal staff and or funeral service provider and scheduling installation of monuments with monument dealers.

The Company is responsible for all burial preparation. The Company is responsible for identifying the location and excavating the ground to the appropriate size and depth for full casket and urn burials. The Company will operate a tractor, backhoe and/or shovel to quickly remove large amounts of dirt and rock and will also control the equipment used to carefully place caskets or cremation urns into their graves. After the casket/urn has been put in place and the service has concluded, the plot is filled, ground is mounded to allow for settling and compaction.

The Company requires 48 hours-notice for Monday through Friday burials. Saturday burials have an additional cost of \$200 when done before noon. Burials between 2 p.m. and 4 p.m. on Saturday have an additional cost of \$400. Notice of a Saturday burial must be received by 10 a.m. the Wednesday prior to the date of burial. No Sunday burial service.

##### **Duties:**

- Arranges grave opening and closing/restoration. Prepares grave sites for opening and closing as required and with the use of a shovel to prepare cremation burials.
  - Opening means: digging a hole which is 5’x48”x6’ for adult. 3’x48”x24” for cremation.
  - Closing means: covering a hole and mounding with dirt approximately 12” high to accommodate the settling of the ground.
  - The Company will close a grave within 2.5 hours after the completion of burial services at the Cemetery.
  - Costs for burials:
    - Full adult burial           \$550
    - Cremation burial           \$500
    - Green Burial               \$600
- Any existing headstone(s) that will interfere with the opening of the burial site must be removed within 24 hours prior to the dig, preferably by a Monument Company. All existing fences, plot additions that interferes with a dig, will need to be removed by the owners of the plat, 24 hours in advance of the dig.
  - Fee for moving headstones: \$100 resident; \$200 Non-resident

- Due to the inconsistency of accuracy with existing graves, the Company may need to open additional spots on the owners plots to accommodate the burial. Additional fees may apply and will be determined on a case-by-case basis.
- Provide winter burial services as necessary
- Marks off and verifies monument installations
- Shall install granite markers for cremation plots and corner markers for full plots
- Repair grounds surrounding monuments when required
- Supplies all loading and unloading material to prepare an opening and closing for a grave site
- Immediately following the interment and site cleanup
- Disposal of excess soil from interment openings must be placed in the designated areas
- Collects and distributes the proper paperwork following an interment (when necessary)
- Forwards all general inquiries from lot owners and the general public concerning regulations and site locations to the Municipal Offices
- Confirms plot space upon request
- Provides all necessary equipment to perform these duties
- Approval of any necessary expenses must be obtained prior to any purchases

**Location:**

Pleasant Green Cemetery  
9200 W 3500 South  
Magna, UT 84044

**GROUNDS MAINTENANCE**

To be responsible for managing all aspects of keeping the grounds of the Cemeteries clean, maintained, and attractive to enhance the sacred and suitable environment for visitors as a respectful and peaceful eternal place of rest.

The Company will supply and use lawnmowers, hedge trimmers, clippers, and other gardening tools on a regular basis, will supply and use lawnmowers, level ground around monuments, trim trees, rake leaves, remove debris, and tend to overall ground maintenance.

The Company will perform three (3) clean-ups at the Cemetery. Clean-ups will consist of mowing, cutting weeds, trash pickup, pruning or removal of dead trees and bushes that are not on a plot owner's space. The Company will preserve the natural habitat when possible. Dumpsters and any associated fees will be provided by the Municipality.

**Duties:**

- Collects and removes litter or trash from the cemetery grounds
- Ensures that each Cemetery's fences, gates, signage, and exterior of buildings are maintained.
- Perform functions such as lawn mowing, pruning trees and/or removal, leaf removal and trimming around all monuments assuring for timeliness and safety
- Cleanup of branches and other refuse

- Examines/evaluates cemetery plots and ground to determine what ground restoration tasks (e.g., filling dirt for sunken graves, etc.) are needed to ensure a safe and respectable cemetery environment. Any task beyond the ability of the groundskeeper to complete or resolve will be reported to the Municipal Offices
- Provides all necessary equipment to perform these duties
- No ground maintenance shall be conducted while an interment/service is underway.
- Report any complaints or requests for services to the Municipal Administrator

#### **ADMINISTRATIVE RESPONSIBILITIES:**

- Sell and record plot sales, issue deeds to owners using computer software and computers that are owned by the Municipality. Municipality will maintain current version of software.
- Arrange for burials with funeral homes and collect payment accordingly.
- Mark plots for burials, and plot areas for owners at a cost of \$50.00 each. Collecting payments as necessary based on fee schedule set by the Municipality.
- Arrange with monument companies for headstone placement, and mark spot accordingly at \$50 each. Facilitate the payment from the monument company for said markings based on fee schedule set by the Municipality.
- Record burials, using Municipality software and computers provided by the Municipality.
- Make suggestions to the Municipality of needed repairs, safety issues, improvements, and ways to communicate with plot owners, funeral directors, and/or monument companies.
- Supply monthly updates on services rendered at a Council meeting.
- Supply the State of Utah annually with a list of all burials.



## **MAGNA METRO TOWNSHIP**

8952 W Magna Main St

Magna, UT 84044

Phone: (801)214-8023

[www.magnametrotownship.org](http://www.magnametrotownship.org)

### **REQUEST FOR PROPOSAL**

### **CEMETERY SIGN DESIGN**

### **RFP # 2022-01**

The Magna Metro Township wishes to contract the services of an individual or company to design a sign for the Pleasant Green Cemetery.

### **PLEASANT GREEN CEMETERY SIGN**

The objective of this request for proposal is to provide the Municipality with a qualified individual or company to design a sign for the Pleasant Green Cemetery.

### **SUBMISSION DETAILS**

A copy of RFP #2022-01 shall be addressed to the Municipal Administrator at:

Magna Metro Township  
C/O Municipal Administrator  
8952 W Magna Main St  
Magna, UT 84044

**Until 12:00 noon on FRIDAY, October 14, 2022**

Submissions received after this date and time will not be considered.

The Municipality reserves the right to cancel this request for proposal for any reason without any liability to any proponent or to waive irregularities at its own discretion.

Proposals will be irrevocable until the Municipality awards the contract or cancels this request for proposals, whichever occurs first.

Any interpretation of, additions to, deletions from, or any other corrections to the proposal document will be issued as written addendum by the Municipality.

### **LOCATION:**

Pleasant Green Cemetery  
9200 West 3500 South  
Magna, UT 84044

## **HISTORY OF CEMETERY**

The Pleasant Green Cemetery is a historic pioneer cemetery with burials dating back to 1883. It is a non-perpetual care cemetery at the base of the Oquirrh mountains. In the early years it was managed by the LDS Church and later on by private individuals, until the Magna Metro Township took ownership in 2020. The cemetery sits on 11 acres of land and still has plots available for sale. There is limited water and vegetation but has a beautiful view of the Salt Lake Valley.

## **SCOPE OF WORK**

The Pleasant Green Cemetery is a historic pioneer cemetery. There is one roadway entering the cemetery where the arch/sign will be located. The arch/sign must meet the following requirements:

- Span the road
- Minimum height of 14' from road to bottom of arch
- Incorporate the existing stone pillars
- Include the name "Pleasant Green Cemetery"
- Pay homage to the pioneer history
- Be aesthetically pleasing

If prescribing materials to be used, they should be:

- Durable
- Sturdy
- Maintenance free

## **EVALUATION CRITERIA**

RFP's will be evaluated to determine the best value offered to the municipality and the most desirable sign design for the cemetery as determined by the Magna Metro Township.

# MAGNA METRO TOWNSHIP

RESOLUTION NO.: 22-09-04

DATE: September 13, 2022

## A RESOLUTION OF MAGNA METRO TOWNSHIP COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH THE WEBSTER CENTER

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

**WHEREAS**, Magna is governed by a five-member elected Council under Utah Code Ann. § 10-3-205.5, which Council elects from its members a Mayor, and

**WHEREAS**, Magna, by and through its Council, has determined authorizing execution of a Lease Agreement with the Webster Center, as set forth in the attached Agreement, Attachment "A", will benefit the residents of Magna.

**NOW THEREFORE IT IS RESOLVED**, the Magna Metro Township Council approves, and authorizes the Mayor Pro-Tem to sign, the attached Lease Agreement with the Webster Center (Attachment A).

**APPROVED AND ADOPTED** this 13<sup>th</sup> day of September 2022 by the Magna Metro Township Council in Magna Metro Township, Salt Lake County, Utah.

MAGNA METRO TOWNSHIP:

\_\_\_\_\_  
TRISH HULL, MAYOR- PROTEM

ATTEST

\_\_\_\_\_  
SHERRIE SWENSEN  
SALT LAKE COUNTY CLERK  
METRO TOWNSHIP CLERK/RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
PAUL H. ASHTON  
METRO TOWNSHIP ATTORNEY

VOTING BY COUNCIL:

MAYOR DAN PEAY voting \_\_\_\_\_  
AUDREY PIERCE voting \_\_\_\_\_  
ERIC BARNEY voting \_\_\_\_\_  
STEVE PROKOPIS voting \_\_\_\_\_  
TRISH HULL voting \_\_\_\_\_



## **LEASE AGREEMENT**

THIS **LEASE AGREEMENT** (the "Lease") is made and entered into by and between the **WEBSTER COMMUNITY CENTER, INC.**, ("Landlord"), a Utah non-profit corporation, and the **MAGNA METRO TOWNSHIP**, ("Tenant"), a Utah municipality. Landlord and Tenant are sometimes jointly referred to as the "Parties" or as "Party" as the context may require.

### **WITNESSETH:**

In consideration of the payments to be made, the mutual promises, covenants and conditions set forth to be kept and performed, the Parties agree as follows:

**1. LEASED PREMISES:** Landlord owns real property (the "Property") located at 8952 W Magna Main Street, Magna, Utah 84044. During the Term of this Lease, Tenant may have use of the following portions of the Property (such portions collectively "Leased Premises") : (a) the main meeting room on the south side of the building from the East Entrance to the West wall; (b) the small conference room in the north-east corner of the building, (c) storage area, with built in desks, off the public meeting area, west of the Webster Center Office, (c) restrooms; and (d) parking lot, including storage unit thereon, provided, however, that Tenant will ensure that Tenant's use of the Leased Premises and the Property will not impair or hinder Landlord's use of the Leased Premises or the Property or the use thereof by Landlord's agents, representatives, or customers at times not scheduled for use of the Tenant. Tenant will work with Landlord to mitigate calendaring conflicts. If a calendaring conflict cannot be mitigated, then exclusive use of the Leased Premises shall go the Tenant if it falls on the dates specified in the Section 2(b) of this Lease, otherwise Landlord's calendared event shall prevail.

### **2. USE:**

**(a) Landlord's Use:** Landlord uses the Lease Premises to rent to other tenants on Saturday, Sundays, and Utah State recognized holidays, along with other times as requested. To the extent not directly conflicted with Tenant's use of the Lease Premises as set forth in subpart (b) below,

the Parties agree Landlord may continue during the Term of the Lease to make the Lease Premises available to other tenants and/or for other community functions such as Chamber of Commerce meetings, funerals, social activities etc. In addition, Landlord has an office in the building and shall have exclusive use of the same. At Landlord's sole discretion it may choose, from time to time, to allow Tenant to store documents in the office and to use part of the office for administrative work of the Tenant, such as meetings with the Mayor etc. In case of a State or Municipal declared emergency, and with the consent of Landlord, which consent will not be unreasonably be withheld, the entire Property may be used by Tenant as an Emergency Operation Center ("EOC") during the course of the emergency, it being understood and agreed by the Parties, Tenant will pay the reasonable costs and damages Landlord may incur if another tenant is deprived of use of the Property during the emergency.

**b. Tenants Use.** Tenant may use the Leased Premises for meetings of its Metro Township Council and Metro Township Planning Commission, including public hearings and meetings where the public is invited to attend. Tenant's meetings will normally be held the second and fourth Tuesday of each month and the second Thursday of each month. (Copies of Tenant's "Regular Meeting Schedules," posted as per Utah Code, are incorporated by reference herein and shall be placed on the Webster Center calendar for use of the Leased Premises.) To the extent not in conflict with Landlord's use of the Leased Premises, Tenant may schedule up to an additional 10 other meetings per month with 24 hours advance notice to the Landlord.

**c. Reasonable Cooperation.** Each Party will take reasonable steps to avoid conflicts between competing use of the Leased Premises, and will take reasonable steps to avoid disrupting or impairing the other Party's use of the Leased Premises, such as when both the main meeting area and small conference room is in use at the same time.

3. **TERM:** This Lease will be effective upon the date of execution by both Parties ("Commencement Date"), and the initial term of the Lease will begin on the Commencement Date and expire at midnight on December 31, 2023. This Lease will automatically renew for additional one-year terms, unless either Party gives the other Party 30 days' written notice prior to the expiration of any given term (the Expiration Date") of that Party's intent to either re- negotiate the terms of this Lease or not renew the Lease.

4. **CONSIDERATION:** During the term of this Lease, and any renewal thereof, as consideration for the use of the Leased Premises, Tenant will pay Landlord \$1,500 per month, payable on or before the 5th day of the month. Any Tenant meetings, including meetings of Tenant's subcommittees, in excess of 13 per month will be paid for at the rate of \$100.00 per meeting. A meeting includes any public meeting as defined in Utah's Open and Public Meetings Act, Utah Code §§52-4-101 et seq. as well as meetings various subcommittees of the Magna Metro Township, Magna Planning Commission, Community Reinvestment Agency of Magna ("Magna") and contracted municipal services and groups sponsored by Magna. Meetings of other governmental entities, such as the Greater Salt Lake Municipal Services District and or State or County-wide groups or coalitions shall have to negotiate their own leasing arrangements with Landlord and are do not fall under Tenant's responsibilities under the terms of this Lease.

5. **IMPROVEMENTS:** Tenant will not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent. Tenant will not cause any mechanics liens or claims to be filed against the Leased Premises. All improvements to the Premises, whether by Landlord or Tenant, (with the exception of audio, video or electronic equipment that may be installed by the Tenant for Tenant's use, which will remain the property of the Tenant) will become the property of Landlord at the expiration or termination of the Lease.

6. **SURRENDER:** Upon the expiration of the term of this Lease or any renewal(s), or upon termination as provided for in paragraph 18, Tenant will yield and deliver up the Leased Premises to Landlord in as good order and condition as when the same were entered upon by Tenant, with exception for reasonable use and wear, or damage caused by fire or casualty, not the fault of Tenant, for which insurance is not provided.

7. **MAINTENANCE & DAMAGES:** Landlord will be responsible for maintaining the Property and the Leased Premises with the exception of audio, video or electronic equipment that may be purchased and installed by the Tenant for Tenant's use. Provided, however, Tenant will be responsible for any documented costs that Landlord may incur when repairing damage to the Property caused by Tenant's negligence, Tenant's misuse of the Premises, or damages caused by Tenant's invitees, including the general public allowed into the Leased Premises as a result of Tenant's meetings. Tenant shall be responsible to maintain order and peace in the Leased Premises during its public hearings and/or meetings. Tenant shall keep the Leased Premises as clean and orderly as existed when Tenant and/or invitees arrived. Tenant shall be responsible to set up and take down chairs, tables and other furnishings as needed for meetings. Provided further, Landlord will be responsible for any documented costs that Landlord may incur when repairing damage to the Property caused by Landlord's negligence, Landlord's misuse of the Premises, or damages caused by Landlord's or other tenants.

8. **UTILITIES AND TAXES:** Landlord will be responsible for payment of all existing utilities and taxes and Tenant will be responsible for payment of any additional services, e.g., communications, additional telephone lines, etc., that Tenant requests to be provided to the Leased Premises.

9. **LANDLORD REPRESENTATION:** Landlord hereby warrants that it is the fee simple owner with the legal right to lease said Leased Premises. Landlord and Tenant agree to comply with all codes, local ordinances and state statutes applicable to the use or ownership (as applicable) and operation of the Leased Premises at their sole expense.

10. **DEFAULT:**

a. **Landlord's Default:** If Landlord fails to provide any services, maintenance, or repairs required under this Lease and does not correct the failure for twenty (20) days after the date Tenant provides written notice to Landlord of Landlord's failure, Tenant will have the right to secure the necessary services, maintenance, or repairs needed to address Landlord's failure, and to charge the cost(s) to Landlord.

b. **Tenant's Default:** Tenant will be in default if: (1) Tenant fails to provide the agreed consideration to Landlord or otherwise comply with any other term, covenant, or condition of this Lease; and (2) Tenant fails to remedy the failure within twenty (20) days of the date Landlord provides Tenant written notice of Tenant's failure. If Tenant defaults, Landlord will have all rights or remedies as may be provided at law, in equity or otherwise, including termination of this Lease without penalty.

11. **ASSIGNMENT OR SUBLET:** Tenant may not sublet the Leased Premises or any part thereof or assign this Lease without the prior written consent of Landlord.

12. **ATTORNEYMENT:** If Landlord's interest in the Property or the Leased Premises is transferred in any manner, and this Lease is not terminated pursuant to paragraph 18 in connection therewith, Tenant will recognize such transferee or successor as the new Landlord under this Lease and this Lease will continue unaffected by said transfer. In the event of such a transfer by Landlord, Landlord will be, upon completion of the transfer, released of any further obligations under this Lease.

13. **QUIET ENJOYMENT:** Landlord covenants with Tenant that upon fully complying with and properly performing all of the terms, conditions and covenants of this Lease to be performed by Tenant, Tenant will have and quietly enjoy the Leased Premises on a joint use basis for the term set forth and any extensions beyond the Initial Term. This right of quiet enjoyment does not preclude Landlord's use of the Leased Premises under the terms of this Lease.

14. **INSURANCE AND INDEMNITY:**

a. Landlord Responsibilities: Landlord agrees to obtain, keep, and maintain with insurance carriers of known responsibility, licensed to do business in the state of Utah, fire and extended coverage insurance in an amount equal to the value of the Property and all leasehold improvements therein which will become the Property upon expiration or termination of the Lease. The policy or policies, if applicable, will not be cancelable or subject to reduction of coverage or other modification by Landlord except after thirty (30) days prior written notice to Tenant by the insurer. Landlord will procure and maintain in full force and effect during the term hereof, comprehensive general liability insurance having combined single limit bodily injury and property damage coverage of not less than \$1 million, insuring Landlord against any liability arising out of ownership, use, or occupancy of the Leased Premises.

b. Tenant Responsibilities: Tenant agrees to maintain at its own expense such fire and casualty insurance coverage as Tenant may desire or require with respect to Tenant's personal property, including audio video and electronic equipment, furniture, fixtures, and inventory and Landlord will have no obligation with respect to such insurance or losses. Any and all property kept or stored on the Leased Premises by Tenant or with Tenant's permission will be done so at Tenant's sole risk, and will indemnify Landlord against and hold it harmless from any claims arising out of loss or damage to the same, unless such loss or damage is to any intentional or negligent act or omission to act of Landlord. Tenant will procure and maintain in full force and effect during the term hereof, comprehensive general liability insurance having combined single limit bodily injury and property damage coverage of not less than \$1 million, insuring Landlord against any liability arising out of Tenant's use, or occupancy of the Leased Premises, including but not limited to its obligations under section 7 of this Lease Agreement.

C. **MUTUAL RELEASE.** Landlord and Tenant hereby release each other from responsibility for loss or damage occurring on or to the Leased Premises or the Property or to the contents thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either Party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, will not be excused under the foregoing release and waiver.

15. **GOVERNMENTAL IMMUNITY:** Tenant is a governmental entity subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 630-7-101, et seq (the "Act"). Consistent with the terms of the Act, it is mutually agreed that Landlord and Tenant are responsible and liable for their own wrongful or negligent acts committed by their agents, officials or employees. Tenant does not waive any rights, defenses or limitations available under the Act.

16. **INDEMNIFICATION:**

a. Tenant's Duty. To the extent of the limits of liability under Utah Code Ann. § 630-7-604, Tenant will indemnify, defend, and save Landlord harmless from all loss, damage, liability or expense incurred by Landlord due to the intentional acts, negligent acts or omissions to act of Tenant, its officers, employees or agents arising out of Tenant's use or operation of the Leased Premises and will not permit any lien or other claim or demand to be enforced against the Leased Premises by reason of Tenant's use of the Leased Premises.

b. Landlord's Duty. Landlord will indemnify, defend, and save Tenant harmless from all loss, damage, liability or expense incurred by Tenant due to the intentional acts, negligent acts or omissions to act of Landlord, its officers, employees or agents arising out of Landlord's use or ownership of the Leased Premises.

17. **NO WAIVER:** It is agreed that the waiving of any of the covenants of this Lease by either Party will be limited to the particular instance and will not be deemed to waive any other breaches of such covenant or any provision herein contained.

18. **TERMINATION:**

a. By Tenant. Tenant may terminate this Lease in advance of its expiration date in the event that Tenant is not sufficiently funded to pay the stated consideration by providing Landlord with sixty (60) days written notice prior to the desired termination date. If this Lease is terminated by Tenant under this provision, Tenant shall not be entitled to a refund of any of Lease payments already made, nor will it be excused for payment of any Lease payments then due.

b. By Landlord. Landlord may terminate this Lease in advance of its expiration date by providing Tenant with sixty (60) days written notice prior to the desired termination date in the event that Landlord in good faith, determines that it needs all of the premises to carry out Landlord's responsibilities. If the Lease is terminated by Landlord under this provision, Landlord shall refund Tenant for any rental payments made for any months in the current term that Tenant will not be using the Lease Premises at the monthly rate set forth in paragraph 4 above.

19. **SIGNS AND PUBLIC NOTICES:** At such time as both Parties agree that signage is appropriate, Tenant may, at Tenant's sole cost and expense, place a sign on the Property to identify Tenant as having use of the Leased Premises. Any and all such signs must be approved in writing by Landlord prior to installation, and Tenant will remove such signs at its sole cost and expense and repair any damage caused by such removal upon the expiration or termination of this Lease. Maintenance and repair of any signage is the responsibility of Tenant. Notwithstanding these restrictions, the Parties agree Tenant may place public notices on the bulletin board inside the east entrance to the building on the Property and, if required by law, on the outside of the Building.



20. **AUTHORITY:** Each of the Parties represents and warrants that it possesses the authority necessary to enter into this Lease. Each of the Parties represents and warrants that this Lease has been duly authorized, executed, and delivered by it, and constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

21. **AMENDMENTS:** No variations, modifications, amendments, or other changes to this Lease will be binding upon the Parties unless set forth in a written document that both Parties have executed.

22. **MEDIATION:** In the event of a dispute between the Parties related to this Lease, the Parties will submit the matter to formal mediation before any judicial action may be initiated thereon, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. The Parties will endeavor to reasonably agree upon a mediator and will mediate the dispute in good faith. Each Party will be responsible for its own costs and the Parties will split the cost of the mediator equally between them.. If the Parties do not agree upon a mediator, each Party will name a mediator and those two mediators will name a third mediator. The Parties will be bound to mediate the dispute with the third mediator.

23. **APPLICABLE LAW AND VENUE:** In the event that any litigation may arise after the Parties have pursued mediation pursuant to Paragraph 22 above, this Lease will be construed in accordance with the laws of the State of Utah, and any actions between the Parties arising out of the relationship contemplated by this Lease will be brought in Salt Lake County, Utah.

24. **AVAILABILITY OF EQUITABLE REMEDIES:** Since a breach of some of the provisions of this Lease may not be adequately compensated by money damages, either Party will be entitled, in addition to any other right or remedy available, to an injunction restraining such breach or a threatened breach and to specific performance of any such provision of this Lease, and in either case no bond or other security will be required in connection therewith, and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

25. **ATTORNEY'S FEES:** In the event litigation is required to enforce any term of this Lease, the prevailing Party will be entitled to all costs and expenses, including reasonable attorneys' fees.
26. **LEGAL REVIEW:** The Parties represent and agree that they had full opportunity to review this Lease and that they accept the terms hereof. The rule that such an agreement is to be construed against its drafter will not be applied to this Lease.
27. **COUNTERPARTS:** This Lease may be executed in any number of counterparts, and all such counterparts will be deemed but one original Lease for all intents and purposes.
28. **CAPTIONS:** The paragraph headings or captions appearing in this Lease are for convenience only, are not a part of the Lease, and are not to be considered in interpreting this Lease.
29. **SEVERABILITY:** If any provision of this Lease is held to be illegal, invalid, or unenforceable, that provision will be fully severable and this Lease will be construed and enforced as if the illegal, invalid, or unenforceable provision had never been part of this Lease and the remaining provisions of this Lease will remain in full force and not be affected.
30. **NO LIABILITY:** The Parties are not liable for each other's expenses or liabilities except as set forth herein.
31. **BINDING:** The covenants and agreements contained in this Lease will apply to, inure to the benefit of, and be binding upon the Parties hereto, their heirs, distributes, executors, administrators, legal representatives, assigns and upon their respective in interest except as otherwise expressly provided in this Lease.
32. **NO THIRD PARTY BENEFICIARIES:** This Lease does not create, and will not be construed as creating, any rights enforceable by any person who is not a Party to this Lease or a successor or assign to a Party to this Lease. Without limiting the foregoing, only the Magna Metro Township is named party to this Lease and no other party, even if allowed to use the Leased Premises as a subcommittee of the Magna Metro Township, may bring an action to enforce this Lease. If such subcommittee or the other

entity, such as the Magna Planning Commission, seeks relief under the terms of this Lease, it must do so with approval and under the name of the Magna Metro Township or its successor in interest.

33. **PRE-AUTHORIZATION:** Unless otherwise authorized by this Lease, neither Party will act, or purport to act, on behalf of the other without the express written consent of the other Party.

34. **NOTICE:** Any notice or demand by either Party under this Lease will be deemed properly given if such notice or demand is: (a) hand-delivered to the other Party, (b) mailed, postage prepaid, and addressed to other Party's principal office, or (c) by electronic mail. The designations of the name and the addresses to which any such notice or demand, as provided below, may be changed from time to time by any Party by giving written notice as provided herein:

If to Tenant:

Magna Metro Township Attn: City Administrator  
8952 W Magna Main St, MAGNA, UT 84044 Phone: (801) 834-2577  
Email: rori.andreason@magnacity.org  
With a copy to:  
Paul Ashton, Attorney  
1237 E Lorraine Dr, Millcreek, Utah 84106 Email: phashton@xmission.com

If to Landlord:

Webster Community Center, Inc. Attn: President  
8952 W Magna Main St, MAGNA, UT 84044 Phone: (801) 209-9407  
Email: grandpapeay@msn.com  
With copy to:  
Brint Peel  
  
Email: bpeel@peelfuneralhome.com

Notice will be deemed to have been given as of the date of issuance.

35. **ENTIRE AGREEMENT:** The Parties acknowledge and agree that for a number of years, Tenant has had use of the Leased Premises on a month to month basis. This Lease now represents the

entire agreement between the Parties and supersedes all prior understandings, agreements, whether verbal or written, between the Parties.

36. **NECESSARY ACTS OF COOPERATION:** The Parties agree to do any act or thing necessary to execute any and all documents or instruments required by this Lease and which are necessary and proper to make effective the provisions of and transaction contemplated by this Lease.

**IN WITNESS WHEREOF**, the Parties have caused this Lease to be signed by their respective duly authorized officers on the dates indicated below.

TENANT:

MAGNA METRO TOWNSHIP

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Trish Hull, Mayor Pro Tem

Approved as to Form:

---

City Attorney

LANDLORD

WEBSTER COMMUNITY CENTER, INC.

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Dan Peay, President



DATE TUESDAY MAY 14, 2019

Public Meeting

**Council Member Hull** opened the meeting with the following “Reading/Thought”:

*"Challenges are gifts that forces us to search for a new center of gravity. Don't fight them. Just find a new way to stand." Oprah Winfrey*

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



## Approval of Minutes

Council Member Hull, seconded by Council Member Peel, moved to approve the minutes of the Magna Metro Township meetings held on March 12, 2019, March 26, 2019, and April 9, 2019. The motion passed unanimously.

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## Reports from Community Stakeholders

*Magna Chamber of Commerce*

**Steve Nosack** stated the next Magna Chamber of Commerce luncheon will be Thursday, May 16, at noon. The speaker will be John Baucom, Director of Navy programs, Northrop Grumman Corporation. It is also the scholarship luncheon, so he asked that Council Members come and support Cyprus High School.

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*Magna in Motion*

**Keri Duckworth** stated Magna in Motion is in the middle of its May Wellness challenge, but there are not a lot of participants. The June Wellness challenge will be a weight loss challenge, which she hoped would get more participants. It will be the third and final wellness heart series challenge. Then, Magna in Motion will be involved with the Great Salt Lake Floating Festival on June 8, 2019, a Guinness World Record attempt to get 2,000 people floating in the Great Salt Lake. There will be one spectator for every 50 participants making sure people are floating and not touching the bottom of the lake.

**Greg Schulz** stated Magna Metro Township has been asked to have one Council Member participate as a judge.

DATE TUESDAY MAY 14, 2019

**Ms. Duckworth** stated Magna in Motion will be doing the Magna 4<sup>th</sup> of July 5K as well. Early registration is going on now until midnight on May 27. The early registration fee is \$20, and registrants will receive a t-shirt.

**Council Member Hull** asked if registrants would get a t-shirt if they registered late.

**Ms. Duckworth** stated from May 28 through June 16, 2019, the cost is \$25. and participants are guaranteed a t-shirt. After the 16<sup>th</sup>, registration will go up to \$30, and there is no guarantee they will get a shirt. Everyone who participates will get breakfast and a participation medal.

4<sup>th</sup> of July

**Todd Richards** stated he held a meeting last week regarding the Magna 4<sup>th</sup> of July where about 30 people attended who were upset about the parade being scheduled for 5:00 p.m. Ty Whitting has offered to co-chair the parade and will be able to get set up for that earlier; therefore, the parade will be moved back to noon. Mr. Whitting will also handle the permits and organize the barricades and road closures with the police.

**Council Member Peel** stated that gets back to what the public wants.

**Mr. Richards** stated the parade was moved back to noon to appease the public. There will still be no activities at the park, but there will be fireworks.

**Council Member Peay** stated he understood there were concerns with the use of waterguns.

**Mr. Richards** stated last year, the police asked that waterguns be prohibited due to liability issues, and they will be prohibited again this year.

**Council Member Hull** asked how that would be enforced with the crowds.

**Mr. Richards** stated announcements were made publicly last year, and there were no issues.

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## Reports from Other Municipal Service Providers

*Unified Police Department*

**Lieutenant** Ken Malone, Executive Officer, Magna Precinct, Unified Police Department (UPD), stated Chief Jason Ackerman is out of town today. He reviewed the following events or issues:

DATE TUESDAY MAY 14, 2019

- The UPD held its Youth Academy graduation last month. The Youth Academy program provides a means for the younger generation to see what it is like to be a police officer or correction officer.
- Today, the UPD held its annual awards banquet where several Magna officers received awards for their outstanding work.
- The UPD has received graffiti reports from the Residents Against Graffiti, a cooperative agreement between Salt Lake County and the UPD, whereby a group of people go around and clean up graffiti. There were 120 graffiti complaints in Magna during 2018.
- Calls for service for April of this year have risen since the same time period in 2018, but not substantially. That has been broken down by individual areas.
- There was a recent incident at Burger King, for which the perpetrator is incarcerated and facing several felonies, including aggravated assault on an officer.
- Southwest and Copperton will soon be part of the Magna precinct, once Riverton separates from the UPD. There will be an additional four officers at the precinct, although their primary responsibility will be to service their areas.

**Council Member Peay** asked if there had been more calls for the apartments on 8400 West compared with other areas.

**Lieutenant Malone** stated the UPD receives a fair amount of calls for that apartment complex. Last week , an individual forced his way into a residence there and assaulted the person inside. Shots were also fired at some point. The UPD is still investigating that.



## Council Business

*Unified Police Department (UPD)*

**Council Member Prokopis** stated the UPD Board of Directors did a market analysis on pay and benefits, which indicated the average UPD officer was about 10.7 percent below market. That is a concern with everyone competing for such a limited pool of people. Board meetings are held on Thursdays and the board is working through the budget process right now. It is hoping to do a 6 percent market adjustment this year and maybe the balance next year. However, there are some budget strains this year with the exit of Herriman and Riverton. He also announced that the UPD has a new chief financial officer.



*Unified Fire Authority (UFA)*

**Council Member Ferguson** stated the Unified Fire Authority Board of Directors has had problems with pay also. It is losing firefighters to other agencies faster than it can hire and train them. A lot of its firefighters have gone to Park City.





DATE TUESDAY MAY 14, 2019

## Magna Mosquito Abatement

**Council Member Hull** stated mosquitoes are out, and it is going to be a bad year for them because there is a lot of water everywhere. It is important to make sure there is no standing water around. Mosquito Abatement is going to start spraying shortly; it was waiting for warmer weather.

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*Magna Long-Range Strategic Plan Vision and Mission Statement Creation Committee*

**Council Member Hull** stated there will be a long-range strategic planning open house on May 21, 2019, from 6:30 to 8:00 p.m. It is a chance for people to have a voice in what is going to happen going forward.

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*Communities That Care Coalition (CTC)*

**Council Member Hull** stated the Magna Metro Township will probably get funding of about \$120,000 to hire someone and get the CTC program moving forward. The Council will need a place to put the money. She suggested getting an account for it.

**Greg Schulz** stated that came with some issues, but he could put it on an agenda to talk about.

**Paul Ashton** stated the Greater Salt Lake Municipal Services District (GSLMSD) has a specific fund it can put the funding into for the Magna Metro Township.

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*Greater Salt Lake Municipal Services District (GSLMSD)*

**Council Member Peay** stated the GSLMSD is in the midst of negotiations with the County regarding planning and development services. The GSLMSD will be making a recommendation on Friday, but it will be up to the County employees providing those services whether to accept the recommendation or find another position in the County to work at toward retirement.

**Todd Richards** stated his personal opinion would be to break away from the County's structure and consider David White, a current employee of the County's Planning and Development Division, as the GLSMDS's planning administrator. He can do engineering and economic development as well as planning and development.

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DATE TUESDAY MAY 14, 2019

By \_\_\_\_\_  
Deputy Clerk

CHAIR, MAGNA METRO TOWNSHIP COUNCIL

MAGNA METRO TOWNSHIP

RESOLUTION NO.: 19-05-01

DATE: May 14, 2019

A RESOLUTION OF THE MAGNA METRO TOWNSHIP COUNCIL  
APPROVING A FIVE YEAR (5) LEASE AGREEMENT BETWEEN  
MAGNA AND KENNECOTT UTAH COPPER LLC FOR MAGNA-  
COPPER PARK CERTAIN ADDITIONAL PROPERTIES LOCATED AT  
APPROXIMATELY 8950 WEST AND 2600 SOUTH

RECITALS

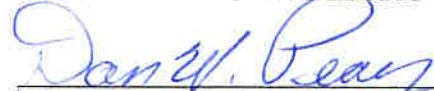
- A. The Magna Metro Township (“Magna”) is a municipality pursuant to Utah Code §§ 10-2a-401 *et seq.*
- B. The Magna Metro Township Council (the “Council”) is the municipal legislative body for Magna pursuant to Utah Code § 10-3b-501.
- C. Kennecott Utah Copper LLC (“Kennecott”) is a Limited-Liability Company with certain real property located in Magna.
- D. Kennecott has extended the offer to Magna to continue the lease for Magna-Copper Park to run from 2019 to 2024.
- E. The Lease Agreement (“Agreement”), hereinafter known as Exhibit A, also adds an approximate 9-acre undeveloped lot that is adjacent to the northeast corner of the existing Magna Copper Park that could be used by Magna for additional park amenity opportunities.
- F. The park and open space are highly used and desired by Magna.

RESOLUTION


THEREFORE, BE IT RESOLVED the Council hereby approves and authorizes the Mayor to sign, subject to approval as to form by the Magna Attorney, the attached five-year (5) lease agreement for Magna-Copper Park to allow for the continued public use.

APPROVED AND ADOPTED in Magna, Salt Lake County, Utah this 14<sup>th</sup> day of ~~APRIL~~ <sup>MAY</sup>, 2019.

FOR THE MAGNA METRO TOWNSHIP:

  
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

VOTING:

COUNCILMEMBER FERGUSON	<u>Aye</u>
COUNCILMEMBER HULL	<u>Aye</u>
MAYOR PEAY	<u>Aye</u>
COUNCILMEMBER PEEL	<u>Aye</u>
COUNCILMEMBER PROKOPIS	<u>Aye</u>

*Draft*

## LEASE AGREEMENT

THIS GROUND LEASE ("**Lease**") is made effective as of the 1<sup>st</sup> day of January, 2019 ("**Effective Date**"), by and between KENNECOTT UTAH COPPER LLC, a Utah limited liability company ("**Lessor**"), and MAGNA METRO TOWNSHIP, a body corporate and politic of the State of Utah ("**Lessee**") (Lessor and Lessee are sometimes referred to herein individually as a "**Party**", and, collectively, the "**Parties**").

A. Lessor owns or controls certain real property (the "**Lessor Property**"), located in Salt Lake County, State of Utah, more particularly described or depicted on Exhibit A attached hereto and incorporated herein by this reference.

B. Lessee has requested the Parties enter into this Lease for the Premises (as defined below) and Lessor is willing to enter this Lease with Lessee for the Premises on the terms and subject to the conditions set for herein.

NOW THEREFORE, in consideration of the covenants, and agreements herein set forth by the Parties to be paid, kept, and performed and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **BASIC LEASE TERMS.** The following Basic Lease Terms are applied under and governed by the particular section(s) in this Lease pertaining to the following information:

- |  |  |
|--|--|
| 1.1. Location/acreage of Premises:     | Salt Lake County<br>Twenty-four (24) acres (approximate)   |
| 1.2. Term:                             | 5 years with one-year renewal terms (See Section 3)  |
| 1.3. Commencement Date:                | January 1, 2019 (See Section 3)  |
| 1.4. Expiration Date:                  | January 1, 2024 (See Section 3)  |
| 1.5. Rent:                             | None (See Section 5)   |
| 1.6. Permitted Use:                    | Public Park (See Section 4)  |
| 1.7. Address of Lessor<br>for Notices: | Kennecott Utah Copper LLC<br>4700 Daybreak Parkway<br>South Jordan, Utah 84009<br>Attn: Land Management<br>Telephone: (801) 204-2863 |
| 1.8. Address of Lessee<br>for Notices: | Magna Metro Township<br>8952 W. Magna Main Street<br>Magna, UT 84044<br>Telephone: (385) 258-3690                                    |

2. **PREMISES.** Subject to the terms and conditions hereof, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor for and during the Lease Term, that certain twenty-four (24) acre-portion of Lessor Property more specifically described on **Exhibit A** and depicted on **Exhibit B** attached hereto and made a part hereof, together with all buildings and improvements thereon (the "**Premises**"), located in the Magna Metro Township, County of Salt Lake, State of Utah.
3. **TERM.** Lessor leases the Premises to Lessee, and Lessee rents the Premises from Lessor, for the term set forth in Section 1.2 (the "**Lease Term**") commencing on the date set forth in Section 1.3 (the "**Commencement Date**"), and expiring on the date set forth in Section 1.4 (the "**Expiration Date**"). Thereafter this lease shall continue in effect on a year-to-year basis unless either party notifies the other party of its intent to terminate this Lease within ninety (90) days prior to the expiration of the initial term or the extension term then in effect.
4. **USE OF PREMISES.**
  - 4.1. **Permitted Use.** Lessee will use the Premises for a public park with facilities that may include a baseball field, dog park, skate park, picnic pavilions and other related recreational facilities and activities and for no other purpose, without Lessor's prior written consent, which may be given or withheld in Lessor's sole discretion. Lessee shall conduct all of its activities on the Premises in an efficient and professional manner and consistent with the best industry practices. Lessee shall minimize the risk of injury to property, operations or processes, and to persons thereupon or in the vicinity thereof.
  - 4.2. **Water Use.** Lessor makes no representation or warranty regarding the nature or availability of water or water rights for use at the Premises.
  - 4.3. **Restricted Activities.** Lessee understands and acknowledges that the Premises are closed to all forms of game hunting by Lessee, its invitees or the public in general. If Lessee should allow anyone access to the Premises for any purpose not related to the specific use permitted hereunder, it shall be considered a breach of the terms of this Lease by Lessee and, in such event, Lessor shall have the immediate right to terminate this Lease upon ten (10) days' notice to Lessee.
  - 4.4. **Nuisance.** Lessee shall not create or permit any nuisance, including without limitation, unreasonably loud or obnoxious noises, offensive or harmful odors, or visually unsightly conditions. Lessee shall at all times keep the Premises reasonably clean and free of litter, waste, machinery and equipment, unsightly structures, and temporary improvements to the Premises. Without limiting the foregoing, Lessee shall not and shall not permit others to (a) dump or dispose of soil, debris or waste at or upon the Premises; (b) store vehicles, machinery or equipment at or upon the Premises; (c) change, alter or excavate the surface of the Premises.
  - 4.5. **Compliance with Laws.** In connection with the operation of Lessee's business at the Premises, Lessee shall be responsible for complying with all applicable governmental laws, statutes, rules, regulations, orders and ordinances (the "**Laws**"). In the event any governmental authority requires any repairs, improvements or alterations to be made to the Premises or any portion thereof (collectively, "**Governmental Repairs**") as a result



of the specific nature of Lessee's business operations at the Premises, Lessee shall make and pay for such Governmental Repairs.

5. **RENT.** There shall be no fixed or minimum rent payable by Lessee to Lessor hereunder.

6. **CONDITION OF PREMISES.**

6.1. **"AS-IS" Transaction.** Lessee represents to Lessor that Lessee has inspected the Premises (or has had the opportunity to inspect the Premises and has elected not to) prior to the execution and delivery of this Lease and has found the same to be satisfactory for all purposes hereunder and Lessee accepts the Premises in "as is", "where is" condition, subject to all legal requirements, any state of facts which an accurate survey or physical inspection of the Premises might show, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of Hazardous Materials (defined below), if any.

6.2. **Additional Matters.** Lessee accepts this Lease and the possession of the Premises, with full knowledge of the nature and character of the industries that are now operated in the vicinity of the Premises and of the annoyances, inconveniences and unpleasantness possibly to attend or result from such operations, and Lessee hereby waives and releases any known or unknown claims, counterclaims, causes of action, suits or damages (including, without limitation, all foreseeable and unforeseeable consequential damages, injunction and other relief), fines, judgments, penalties, costs, liabilities, losses or expenses ("**Claims**") of any kind, character, or nature whatsoever, fixed or contingent, against Lessor and any other Lessor Parties (defined below) for damage to property in, upon or about the Premises and for injury to persons in, upon or about the Premises, from any cause arising at any time during the Lease Term except for Claims caused by the gross negligence or willful misconduct of Lessor or its agents, servants or employees. Lessee also acknowledges (and waives any Claims against Lessor with respect to) that Lessor reserves the right and privilege at any and all times hereinafter, to discharge through the air upon each and every portion of the Premises, any and all gases, dust, dirt, fumes, particulates and other substances and matter which may be released, given, thrown or blown off, emitted or discharged in the course of, by, or through the existence of or operations of any and all smelting plants, reduction works, mines, mills, refineries, manufactories, tailing deposits and other works and factories which now are, or which may hereafter at any time be established or operated by Lessor, its successors, grantees, Lessees or assigns, within Salt Lake County, Utah or Tooele County, Utah.

7. **ACCESS.** Lessee acknowledges and agrees that its use of any access roads or rights-of-way pertaining to or providing access to or within the Premises are not exclusive and are subject to the existing access rights of others and any easements or rights that Lessor may, in its sole and exclusive discretion, grant in the future. Lessor makes no representation or warranty regarding the location of or the availability of vehicular or pedestrian access to or within the Premises.

8. **SURRENDER.** Upon the expiration or termination of this Lease, Lessee agrees to peaceably and promptly surrender possession of the Premises to Lessor and restore the Premises to its original condition, reasonable wear and tear excepted.

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9. **UTILITIES.** Lessee shall be solely responsible for providing and paying for water, electric power and all other utilities for the operation, care and maintenance of the Premises. All necessary connections, if any, distribution lines or electric power facilities necessary for operation of the Premises, shall be subject to the prior written approval of Lessor and made or installed by Lessee at its sole cost and expense. Lessor shall have no obligation to provide any utilities to the Premises or any portion thereof. Lessee hereby waives any rights it may have against Lessor, arising out of any damage or injury (including damage to its business operations) arising out of the failure of any utility service affecting the Premises.

10. **IMPROVEMENT AND MAINTENANCE OF THE PREMISES.**

10.1. **Construction of Improvements.** Lessee may, at Lessee's sole cost and expense, construct such improvements necessary or desirable for the operation of Lessee's intended use of the Premises.

10.2. **Fee Title.** Fee title to all improvements constructed on the Premises by the Lessee and all additions, alterations and improvements thereto made by Lessee, even though a part of the realty shall be and remain in Lessee during the Term. Upon the termination of this Lease, fee title to all improvements then located on the Premises shall pass to and vest in the Lessor unless said improvements have previously been moved off the Premises by Lessee, at Lessee's expense.

10.3. **Mechanic's Liens.** Lessee shall promptly pay for any work performed at Lessee's request upon the Premises. Lessee shall keep the Premises free from any mechanic's and materialmen's liens arising out of any work performed, material furnished or obligations incurred by Lessee (collectively, "**Liens**"); provided that Lessee may contest the imposition of such Liens. Lessee shall keep Lessor informed of the status of any such contest and shall defend, indemnify, and hold harmless Lessor, its parents and affiliates, from and against any such Liens or claim or action thereon, together with the cost of suit and any reasonable attorneys' fees incurred by Lessor in connection with such claim or action. The obligations of Lessee under this Section will survive the expiration or earlier termination of this Lease.

10.4. **Maintenance.** Lessee shall be solely responsible, at Lessee's sole cost and expense, for maintaining or causing to be maintained the Premises and all portions thereof.

10.5. **Signage.** Signage must comply with the requirements and limitations imposed by local governmental authorities having jurisdiction over the Premises. Lessee shall remove all signage affixed to the Premises on or before the expiration or earlier termination of this Lease.

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**11. PROPERTY TAXES; PERSONAL PROPERTY TAXES.** Lessee shall not levy or assess real property taxes against the Premises during the Lease Term. Lessee shall promptly pay prior to the due date thereof, all personal property taxes assessed upon or against the Premises and/or any improvements, equipment and personal property of Lessee.

**12. INDEMNIFICATION; INSURANCE.**

**12.1. Indemnification.** Lessee hereby indemnifies, holds harmless and agrees to defend Lessor, its parents, affiliates, subsidiaries, and their respective officers, agents, directors, and employees (collectively, the "**Lessor Parties**"), from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Premises or on the ways immediately adjoining the Premises, including without limitation all such losses, damages, injuries, claims, actions, suits, proceedings, costs, expenses, and liabilities, resulting from the use of the Premises by Lessee or its officers, agents, directors, employees, agents and contractors; or the active or passive negligence or willful misconduct of Lessee, its officers, agents, directors, employees, agents and contractors; provided, Lessee does not indemnify Lessor against any injury, loss of life, or damage which is caused by the gross negligence or willful misconduct of Lessor or its agents, servants or employees. Lessee's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration of the Lease Term or earlier termination of this Lease, as to claims arising or accruing prior to the expiration of the Lease Term or earlier termination of this Lease. Nothing herein shall constitute a waiver of any provision of the Governmental Immunity Act.

**12.2. Insurance.** Lessee is a self-insured governmental entity, and as such will provide and maintain liability insurance pursuant to the Utah Governmental Immunity Act, sections 63G-7-101, *et seq.*, Utah Code Ann. (2008). Lessee agrees to maintain at its own expense such fire and casualty insurance coverage as Lessee may desire or require with respect to Lessee's personal property, equipment, fixtures, and Lessor shall have no obligation with respect to such insurance or losses. All property kept or stored on the Premises by Lessee shall be done at Lessee's sole risk.

**13. CONDEMNATION; TERMINATION.**

**13.1. Lessor's Right to Terminate.** If, at any time after the first two (2) years of the Term, Lessor shall, in its sole and unfettered discretion, determine that it requires the use of the Premises, Lessor may terminate this lease within ninety (90) days' notice to Lessee. At the end of said 90-day period, Lessee shall quit and surrender to Lessor the quiet and peaceful possession of the Premises and all buildings, equipment and other improvements thereupon belonging to Lessee if the same shall not, in the meantime, have been moved off the Premises by Lessee, at Lessee's expense.

**13.2. Lessee's Right to Terminate.** Lessee may terminate this Lease at any time upon ninety (90) day's written notice of termination to Lessor for the convenience of the Lessee. In the event of: (i) a total taking of the Premises; or (ii) a taking of any portion of the Premises which renders the balance of the Premises unsuitable for Lessee's use

*Draft -*

thereon (in Lessee's reasonable judgment), Lessee may cancel this Lease by written notice to Lessor within six (6) months after the taking.

13.3. **Lessee's Award.** In the event of any condemnation and whether or not Lessee elects to terminate this Lease, so long as same does not, in any manner, reduce Lessor's award, Lessee shall be entitled to awards or payments made in the condemnation proceedings with respect to any damage to: (i) any improvements constructed on the Premises by Lessee; (ii) Lessee's fixtures and equipment; (iii) moving expenses of Lessee; or (iv) loss of goodwill or lost profits of Lessee.

13.4. **Relocation.** Lessor may also, at the Lessor's expense, relocate the Premises to a substitute Premises upon ninety (90) days' prior written notice to Lessee. If the Parties mutually agree on the location of the substitute Premises: (i) Lessee shall use its best efforts to mitigate the costs incurred in relocating the Premises; and (ii) Lessor shall use its best efforts to relocate the Premises in such a manner as to minimize the disruption of Lessee's use of the Premises. If Lessee reasonably disapproves of the substitute Premises, Lessee may terminate this Lease by giving written notice thereof to Lessor.

14. **ASSIGNMENT AND SUBLETTING.** Lessee will not cause or suffer a Transfer (defined below) without obtaining Lessor's prior written consent, which consent Lessor may grant or withhold in Lessor's sole and absolute discretion. Lessor may also, at Lessor's option by notifying Lessee, recapture any portion of the Premises that would be affected by such Transfer. Lessee's request for consent to a Transfer must describe in detail the parties, terms and portion of the Premises affected. Lessor will notify Lessee of Lessor's election to consent, withhold consent and/or recapture within ninety (90) days after receiving Lessee's written request for consent to the Transfer. If Lessor consents to the Transfer, Lessor may impose on Lessee or the transferee such conditions as Lessor, in its sole discretion, deems appropriate. Lessee will, in connection with requesting Lessor's consent, provide Lessor with a copy of any and all documents and information regarding the proposed Transfer and the proposed transferee as Lessor reasonably requests. No Transfer shall release Lessee from any liability or obligation under this Lease and Lessee remains liable to Lessor after such a Transfer as a principal and not as a surety. Consent to any Transfer will not be deemed consent to any subsequent Transfer. Any attempted Transfer in violation of this Lease is null and void and constitutes a breach of this Lease. The term "**Transfer**" means an assignment, mortgage, pledge, transfer, sublease or other encumbrance or conveyance (voluntarily, by operation of law or otherwise) of this Lease or the Premises or any interest in this Lease or the Premises. The term Transfer also includes any assignment, mortgage, pledge, transfer or other encumbering or disposal (voluntarily, by operation of law or otherwise) of more than a twenty (20) percent ownership interest in Lessee.

#### 15. **DEFAULT AND REMEDIES.**

15.1. **Events of Default.** The occurrence of any of the following constitutes an "**Event of Default**" by Lessee under this Lease:

15.1.1. **Failure to Perform.** Lessee breaches or fails to perform any of Lessee's non-monetary obligations under this Lease and the breach or failure continues for a period of sixty (60) days after Lessor notifies Lessee of Lessee's breach or failure; provided



that if Lessee cannot reasonably cure its breach or failure within a sixty (60) day period, Lessee's breach or failure is not an Event of Default if Lessee commences to cure its breach or failure within the 60-day period and thereafter diligently pursues the cure and effects the cure within a period of time that does not exceed sixty (60) days after the expiration of the 60-day period. Notwithstanding any contrary language contained in this Section 15.1.1, Lessee is not entitled to any notice or cure period before an incurable breach of this Lease (or failure) becomes an Event of Default.

- 15.1.2. Execution of Estoppel Certificate/Subordination Agreement.** Lessee fails to deliver a signed estoppel certificate or subordination agreement as requested by Lessor within the period described in Section 21.
- 15.1.3. Unauthorized Transfer.** Lessee Transfers this Lease or any rights under this Lease in violation of Section 14.
- 15.1.4. Misrepresentation.** The existence of any material misrepresentation or omission in any statements, correspondence or other information provided to Lessor by or on behalf of Lessee or any Guarantor in connection with (a) Lessee's negotiation or execution of this Lease; (b) Lessor's evaluation of Lessee as a prospective Lessee at the Premises; (c) any proposed or attempted Transfer; or (d) any consent or approval Lessee requests under this Lease.
- 15.1.5. Judgment.** The obtainment by Lessor of a judgment against Lessee by a court of competent jurisdiction that Lessee has breached a provision of this Lease, regardless of whether such judgment is in the form of declaratory relief, injunctive relief or monetary damages, and Lessee fails to comply with such judgment within thirty (30) days.
- 15.1.6. Improper Use.** Lessee uses the Premises, or permits the Premises to be used, for any restricted or prohibited use or any use not permitted under this Lease or violates any term or condition of this Lease, and Lessee fails to correct such violation within five days after receipt of a notice from Lessor.
- 15.1.7. Other Defaults.** (a) Lessee makes a general assignment or general arrangement for the benefit of creditors; (b) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Lessee; (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Lessee and is not dismissed within 60 days; (d) a trustee or receiver is appointed to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease and possession is not restored to Lessee within 30 days; or (e) substantially all of Lessee's assets, substantially all of Lessee's assets located at the Premises or Lessee's interest in this Lease is subjected to attachment, execution or other judicial seizure not discharged within 30 days. If a court of competent jurisdiction determines that any act described in this Section does not constitute an Event of Default, and the court appoints a trustee to take possession of the Premises (or if Lessee remains a debtor in possession of the Premises) and such trustee or Lessee Transfers Lessee's interest hereunder, then Lessor is entitled to receive, as additional rent, the amount by

which the Rent (or any other consideration) paid in connection with the Transfer exceeds the Rent otherwise payable by Lessee under this Lease.

- 15.2. **No Waiver.** The failure of Lessor to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that Lessor may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.
- 15.3. **Remedies.** Upon the occurrence of a default, Lessor shall have the right to: (a) continue the Lease in full force and effect and enforce all of the rights and remedies under the Lease, including the right to recover the payment of rent and other sums payable hereunder as they become due; (b) re-enter and take possession of the Premises and relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor deems reasonable; (c) elect to terminate this Lease and Lessee's right to possession hereunder, or (d) exercise any other right or remedy available to Lessor at law or equity including, without limitation, specific performance. In any event, Lessee shall be obligated to pay to Lessor attorney's fees and costs incurred by Lessor due to Lessee's default. Should Lessor elect to reenter or to take possession of the Premises, Lessee agrees to peacefully and quietly yield up and surrender the Premises to Lessor. Should Lessor re-enter as herein provided or take possession pursuant to legal proceedings, or otherwise, Lessor may terminate this Lease by giving written notice to Lessee; provided that such right of termination shall not waive any other rights of Lessor.
- 15.4. **Lessor's Right to Cure Defaults.** If Lessee shall fail to pay any sum of money, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder and such failure shall continue for thirty (30) days after notice thereof by Lessor, Lessor may, but shall not be obligated to do so, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed as provided in this Lease. All sums so paid by Lessor and all necessary incidental costs shall be deemed additional rent hereunder and shall be payable to Lessor on demand, together with interest at the rate of 18% per annum.
- 15.5. **Bankruptcy.** If Lessee shall be adjudicated or declared bankrupt, or if any proceedings are filed by or against Lessee, under the U.S. Bankruptcy Code or any similar provisions of any future federal bankruptcy law, or any state insolvency law, then and in any such event, Lessor may, at its option, terminate this Lease and all rights of Lessee hereunder by giving to Lessee written notice of Lessor's election to so terminate, in which event this Lease shall cease and terminate with the same force and effect as though the date set forth in said notice were the date originally set forth herein and fixed for the expiration of the Lease Term, and Lessee shall vacate and surrender the Premises but shall remain liable to the full extent permitted by law. If as a matter of law Lessor has no right upon Lessee's bankruptcy to terminate this Lease, then if Lessee, as debtor, or its trustee, wishes to assume or assign the Lease, in addition to curing or adequately assuring the cure of all defaults existing under this Lease on Lessee's part on the date of filing of the proceedings (such assurances being defined below), Lessee, as debtor or its trustee, must also furnish adequate assurance of future performance under this Lease.

Adequate assurance of curing defaults means the posting with Lessor of a sum in cash sufficient to defray the costs of curing all existing defaults. Adequate assurance of future performance under this Lease means posting with Lessor a reasonable deposit and all other charges payable by Lessee hereunder, and in the case of an assignee, assuring Lessor that the assignee is financially capable of assuring this Lease and that its use of the Premises will be as provided elsewhere in this Lease and for no other use. In a reorganization under the Bankruptcy Code, the debtor or trustee must assume this Lease or assign it within sixty (60) days from the filing of the proceeding or it shall be deemed to have rejected and terminated this Lease. If this Lease is assumed by a bankruptcy trustee appointed for Lessee or by Lessee as debtor-in-possession and thereafter Lessee is liquidated or files a subsequent petition for reorganization under the Bankruptcy Code, then Lessor may, at its option, terminate this Lease and all rights of Lessee hereunder by giving Lessee written notice of its election to so terminate no later than thirty (30) days after the occurrence of either of such events. When pursuant to the Bankruptcy Code, a trustee or debtor-in-possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charges shall not be less than all rent and other monetary obligations of Lessee hereunder.

## 16. HAZARDOUS MATERIALS; COMPLIANCE WITH LAWS.

- 16.1. **Hazardous Materials.** “Hazardous Materials” means any substance or material which is defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “extremely hazardous waste”, “acutely hazardous wastes”, “restricted hazardous waste”, “toxic substances”, or “known to cause cancer or reproductive toxicity” (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health or safety, the environment or natural resources (“**Environmental Law**”). “**Release**” or “**Released**” means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migration on or from the Premises or adjacent property, or disposing of Hazardous Materials into the environment. Lessee covenants that it will not Release or cause the Release of any Hazardous Materials at the Premises in violation of any Environmental Law and shall indemnify, hold harmless and defend Lessor and the Lessor Parties, from and against all claims, damages, expenses (including, without limitation, reasonable attorneys’ fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property arising as a result of or in connection its breach of such covenant. Lessee’s indemnity obligations hereunder shall survive the expiration or termination of this Lease.
- 16.2. **Compliance with Laws.** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Premises or over Lessee’s use of the Premises, including, without limitation, any Environmental Law. Lessee may contest the validity of any such law, ordinance, rule or regulation but shall

indemnify and hold Lessor harmless against the consequences of any violation thereof by Lessee. Lessee shall, at its sole cost and expense, obtain and maintain all licenses, permits and approvals required or appropriate in connection with its use of the Premises and its operations thereon and otherwise comply with all laws, statutes, codes, regulations and ordinances pertaining to Lessee's use of the Premises and its operations thereon. Lessee shall, when determined appropriate by Lessor, comply with Lessor's health, safety and environmental standards as they may be modified from time to time.

**17. COORDINATION OF ACTIVITIES.** Lessee shall coordinate all use and activities on rights of way providing access to the Premises to ensure Lessee's activities do not unreasonably interfere with uses by Lessor. Lessee shall conduct all of its activities on any such rights of way in a manner consistent with the best industry practices and minimize the risk of injury to property, operations or processes, and to persons thereupon or in the vicinity thereof. Lessee's activities shall be conducted so as not to materially interfere with the operations of Lessor. The Parties agree that any disruption of Lessor's operations shall be deemed material interference. If the interference is unavoidable, Lessee shall not proceed with activities until it shall have first obtained specific written authority and directions from Lessor, which authority and directions shall not be unreasonably withheld, and Lessee shall proceed in accordance with the directions given. Lessor hereby reserves the right for itself, and its duly authorized agents and representatives at all reasonable times to enter upon the Premises for the purpose of inspecting the same and showing the same to any prospective Lessee, purchaser or encumbrancer, and for all other reasonable purposes. Nothing contained herein shall imply or impose any duty on Lessor to inspect the Premises. Lessor reserves the right in its sole and absolute discretion to modify, realign and relocate from time to time the access roads serving the Premises.

**18. NOTICES.**

**18.1. Addresses for Notices.** All notices given pursuant to this Lease shall be in writing and shall be given by fax, personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party. All notices to Lessor or Lessee shall be sent to the person and address set forth in Section 1.

**18.2. Change of Notice Address.** The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Lease shall be deemed given upon receipt.

**18.3. Receipt.** For the purpose of this Lease, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to Section 18.1 as shown on the return receipt; (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to Section 18.1; or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (a) the date of the attempted delivery or refusal to accept delivery; (b) the date of the postmark on the return receipt; or (c) the date of receipt of notice of refusal or notice of non-delivery by the sending Party.

**19. INTENTIONALLY OMITTED.**



20. **FENCING.** Lessee shall promptly pay all costs associated with any construction or any maintenance work performed by Lessee on any fence to effectively utilize the Premises; provided, Lessor shall have no obligation to Lessee or to any third party to construct, repair or maintain any fences on the Premises. Lessee shall secure the Premises by providing adequate gates, locks and necessary maintenance on all boundary fences, and shall use reasonable efforts to protect the Premises from any third party who may seek to place boundary lines or markers upon the Premises and to prevent any third parties from doing anything which would allow adverse claims or encroachments to be perfected against the Premises. Lessee will not hold Lessor responsible for and hereby releases Lessor from and waives any claim against Lessor for any loss or damage to plants, grass or Lessee's equipment, structures, vehicles or any other property of any nature whatsoever, upon the Premises by reason of lack of fencing or unsafe fencing surrounding the Premises.

21. **SUBORDINATION; ESTOPPEL CERTIFICATES.**

21.1. **Subordination and Attornment.** This Lease is junior, subject, and subordinate to all mortgages, deeds of trust, and other security instruments of any kind now encumbering the Premises, or any portion thereof. Lessor reserves the right to place liens and other encumbrances on the Premises, or any part thereof or interest therein superior in lien and effect to this Lease. This Lease, at the option of Lessor, shall be subject and subordinate to any and all such liens or encumbrances now or hereafter imposed by Lessor without the necessity of the execution and delivery of any further instruments on the part of Lessee to effectuate such subordination. Lessee covenants and agrees to execute and deliver, within ten (10) days of request, such further instruments evidencing such subordination of this Lease as may be requested by Lessor.

21.2. **Estoppel Certificates.** Upon Lessor's written request, Lessee will execute, acknowledge and deliver to Lessor a written statement in form satisfactory to Lessor certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect, as modified, and stating the modifications); (b) that this Lease has not been canceled or terminated; (c) whether there are then existing any breaches or defaults by Lessor under this Lease known to Lessee, and, if so, specifying the same; (d) specifying any existing claims or defenses in favor of Lessee against the enforcement of this Lease (or of any guarantees); and (e) such other factual statements as Lessor, any lender, prospective lender, investor or purchaser may reasonably request related to this Lease. Lessee will deliver the statement to Lessor within ten (10) days after Lessor's request. Lessor may give any such statement by Lessee to any lender, prospective lender, investor or purchaser of all or any part of the Premises and any such party may rely conclusively upon such statement as true and correct.

22. **LESSEE'S REPRESENTATIONS.** Lessee hereby represents, warrants and covenants to Lessor as follows:

22.1. **Lessee's Authority.** Lessee has full power, authority, capacity and legal right to enter into, execute and deliver this Lease. Each person signing this Lease on behalf of Lessee is authorized to do so. This Lease constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

- 22.2. **Legal Status/Approvals.** Lessee (a) is duly organized or formed, validly existing and in good standing under the laws of its state of organization or formation; (b) is duly qualified to transact business and is in good standing in the state of Utah; and (c) has full power and authority to lease the Premises and carry on its business as now conducted. Lessee has all necessary approvals, governmental and otherwise, to execute and deliver this Lease and the execution and delivery of this Lease by Lessee will not place Lessee in default of any agreements to which Lessee is a party or bound.
- 22.3. **Expertise.** Lessee has the skill, training and expertise necessary to perform Lessee's obligations under this Lease.
23. **LESSOR'S DEFAULT.** If Lessor defaults in the performance of any of its obligations under this Lease, Lessee shall deliver written notice to Lessor specifying the default and Lessor will have sixty (60) days after receiving such notice to cure the default. If Lessor is not reasonably able to cure the default within such 60-day period, Lessor will have an additional reasonable period of time to cure the default as long as Lessor commences the cure within the 60-day period and thereafter diligently pursues the cure. Any claim Lessee may have against Lessor for default under this Lease is deemed waived unless Lessee notifies Lessor of the default within thirty (30) days after Lessee knew or should have known of the default. In no event shall Lessor be liable to Lessee or any other person for consequential, special, expectation, or punitive damages, including, without limitation, lost profits.
24. **GENERAL PROVISIONS.**
- 24.1. **Reservation of Lessor.** Lessor, at all times, reserves to itself and its employees, contractors and agents, the right to enter upon and use the Premises, or any portion thereof, for any purposes, provided the same does not unreasonably interfere with Lessee's use of the Premises as contemplated hereunder.
- 24.2. **Successors.** All of the rights and obligations under this Lease shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the Parties.
- 24.3. **Attorneys' Fees.** If either Party to this Lease is required to initiate or defend litigation in any way connected with this Lease, the prevailing Party in such litigation in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. If either Party to this Lease is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Lease, or obligation of the other Party to this Lease, then the Party so litigating shall be entitled to reasonable attorneys' fees from the other Party. Attorneys' fees shall include attorneys' fees on any appeal. In addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and the discovery, travel, and all other necessary costs incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.
- 24.4. **Time of the Essence.** Time is of the essence with respect to the performance by Lessee of every provision of this Lease in which time of performance is a factor.

- 24.5. **Relationship of the Parties.** Lessee shall be an independent contractor and not an employee or agent of Lessor. Lessee shall have the sole obligation of satisfying any state and federal laws or regulations including, but not limited to, any tax withholding or reporting requirements and any social security withholding or reporting requirements regarding Lessee's business conducted on and at the Premises. Lessee acknowledges that the tenancy created by this Lease does not include any option or right to purchase the Premises. Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that no provision herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of Lessor and Lessee.
- 24.6. **Holdover.** In the event Lessee holds over following the expiration or termination of this Lease, Lessee shall be deemed to be occupying the Premises as a month-to-month Lessee. In no event shall such holding over be deemed to create a tenancy from year-to-year, nor shall either Lessor or Lessee have the right to create such a tenancy.
- 24.7. **Transfer of Lessor's Interest.** If Lessor transfers any interest in the Premises for any reason other than collateral security purposes, Lessor is automatically relieved of all obligations accruing under this Lease from and after the date of the Transfer, provided that the transferor will deliver to the transferee any funds the transferor holds in which Lessee has an interest (such as the Security Deposit). Lessor's covenants and obligations in this Lease bind each successive Lessor only during and with respect to its respective period of ownership. However, notwithstanding any such Transfer, the transferor remains entitled to the benefits of Lessee's indemnity and insurance obligations (and similar obligations) under this Lease with respect to matters arising or accruing during the transferor's period of ownership.
- 24.8. **No Presumption.** This Lease shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either Party. Lessor and Lessee represent and warrant to each other that they have been represented by, and have had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this Lease. Lessor's submission of this instrument to Lessee for examination or signature by Lessee does not constitute a reservation of or an option to lease and is not effective as a lease or otherwise until Lessor and Lessee both execute and deliver this Lease.
- 24.9. **Severability.** If any term or provision of this Lease or the application of it to any person or circumstance shall to any extent be held by a court in an action between the Parties or otherwise affecting this Lease to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.
- 24.10. **Force Majeure.** If Lessor is delayed or prevented from performing any act required in this Lease by reason of Lessee delay or event of force majeure, Lessor's performance of such act is excused for the period of delay caused by such Lessee delay

or force majeure and the period of the performance of any such act will be extended for a period equivalent to such delay period.

- 24.11. **No Third Party Beneficiaries.** This Lease is not intended to be a third party beneficiary contract for the benefit of any third parties, and shall not be deemed to confer any rights upon any person or entity other than the parties to this Lease, nor obligate the Parties to this Lease to any person or entity other than the Parties to this Lease.
- 24.12. **Commissions.** Lessor and Lessee each represents and warrants to the other that it has employed no broker, finder or other person in connection with the transactions contemplated under this Lease which might result in the other Party being held liable for all or any portion of a commission hereunder. Lessor and Lessee each hereby agree to indemnify and hold the other free and harmless from and against all claims and liability arising by reason of the incorrectness of the representations and warranties made by such Party in this Section, including, without limitation, reasonable attorneys' fees and litigation costs.
- 24.13. **No Other Agreements.** The terms set forth in this Lease are intended by the Parties as a final expression of their agreement with respect to such terms and may not be contradicted or supplemented by evidence of any prior agreement or of any contemporaneous oral agreement. This Lease is intended to be a complete and exclusive statement of the terms of the agreement between the Parties and the terms of this Lease may not be explained or supplemented by evidence of consistent additional terms. This Lease may not be amended or modified by any act or conduct of the Parties or by oral agreement, unless reduced to a writing signed by Lessor and Lessee. This Lease replaces and supersedes any existing leases or other agreements between Lessor and Lessee regarding the Premises or any portion thereof.
- 24.14. **Authority.** The individuals who execute this Lease represent and warrant that: (i) they are duly authorized to execute this Lease on behalf of Lessor or Lessee, as the case may be; (ii) the parties named are all the necessary and proper parties; and (iii) no other signature, act or authorization is necessary to bind such entity to the provisions of this Lease.
- 24.15. **Joint and Several Liability.** All parties signing this Lease as Lessee are jointly and severally liable for performing all of Lessee's obligations under this Lease.
- 24.16. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its conflict of laws principles.
- 24.17. **Recording.** Lessee will not record this Lease or a memorandum of this Lease without Lessor's prior written consent, which consent Lessor may grant or withhold in its sole and absolute discretion.
- 24.18. **Lessor's Limited Liability.** Lessee will look solely to Lessor's interest in the Premises for recovering any judgment or collecting any obligation from Lessor or any other Lessor Party. Lessee agrees that neither Lessor nor any other Lessor Party will be personally liable for any judgment or deficiency decree. Lessee will not hold Lessor

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responsible for and hereby releases Lessor from and waives any claim against Lessor for any loss or damage to plants, grass or Lessee's equipment, structures, vehicles or any other property of any nature whatsoever, upon the Premises caused by fire, overflow of water, flood, rock slide, earthquake, dust, fumes, gas, smoke or any other loss or damage arising from any source or cause during the Lease Term.

- 24.19. **Remedies Not Exclusive.** The various rights and remedies herein contained and reserved to each of the Parties, except as herein otherwise expressly provided, are not exclusive of any other right or remedy of such Party, but are cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either Party, shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein.
- 24.20. **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates below written to be effective as of the Effective Date.

**LESSOR:**

KENNECOTT UTAH COPPER LLC,  
a Utah limited liability company

Date: \_\_\_\_\_, 2018

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF UTAH                    }  
  : ss.

COUNTY OF SALT LAKE    }

On the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, personally appeared before me and, being duly sworn, stated that s/he is the \_\_\_\_\_ of KENNECOTT UTAH COPPER, LLC, and the signer of the above instrument, and s/he acknowledged that s/he executed the same on behalf of Kennecott Utah Copper, LLC for the purposes stated therein.

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



**LESSEE:**

MAGNA METRO TOWNSHIP,  
a body corporate and politic of the State of Utah

Date: \_\_\_\_\_, 2018

By: Dan W. Peden

Print Name: DAN W. PEDEN

Title: Mayor

STATE OF UTAH }

: ss.

COUNTY OF SALT LAKE }

On the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, personally appeared before me and, being duly sworn, stated that s/he is the \_\_\_\_\_ of MAGNA METRO TOWNSHIP, and the signer of the above instrument, and s/he acknowledged that s/he executed the same on behalf of Magna Metro Township for the purposes stated therein.

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

## **EXHIBIT A TO LEASE AGREEMENT**

### **(Legal Description of Premises)**

A tract of land situated in the Southeast quarter of Section 19 and the Southwest quarter of Section 20, Township 1 South, Range 2 West, Salt Lake Base & Meridian, more particularly described as follows:

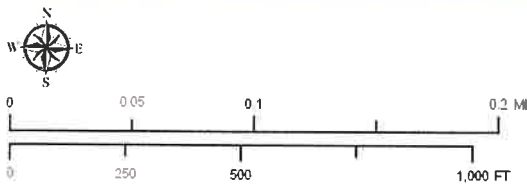
Beginning at a point located N 657.76 feet and N 89°57'47" E 1243.76 feet from the South quarter corner of Section 19, T. 1 S., R. 2 W., S. L. B. & M. (SLCo Monument 1S2W192Z); thence N 652 feet; thence N 86°59'59" E 84 feet; thence N 185 feet; thence E 92 feet; thence N 230 feet; thence N 88°0'29" E 352.9 feet; thence S 38°12'26" E 163.9 feet; thence S 9°49'34" E 35.36 feet; thence S 79°13'2" E 231.9 feet; thence S 65°42'19" E 1188 feet; thence S 89°56'57" W 775.65 feet; thence N 0°50" W 121.9 feet; thence S 89°10' W 289.8 feet; thence S 0°49'56" E 485 feet; thence S 88°42'47" W 886.7 feet to the point of beginning.

Approximately 24.2 acres.

*Tax Id: 14194020060000 (Portion), 14203010020000 (Portion)*



**EXHIBIT B TO LEASE AGREEMENT**  
(Depiction of Premises)



**Rio Tinto**  
**Kennecott Copper**

DATE: 11/28/2018 4:37 PM  
CREATED BY: COLTON NORMAN  
DOCUMENT NAME: LEASE PREMISES  
COORDINATE SYSTEM: NAD 1983 STATEPLANE UTAH CENTRAL FIPS 4302 FEET  
© 2018 RIO TINTO KENNECOTT