



**MAGNA METRO TOWNSHIP COUNCIL
WORKSHOP MEETING AGENDA
March 14, 2023**

Webster Center
8952 West Magna Main Street
Magna, Utah 84044

PUBLIC NOTICE IS HEREBY GIVEN that the Magna Metro Township Council will hold a workshop meeting on the **14th day of March 2023** at the Webster Center, 8952 West Magna Main Street Magna, Utah as follows:

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

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 a 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.***
6. **DISCUSSION ITEMS**
 - A. Discuss Mahogany Ridge Development Parking Issues with Ivory Development Consultant ***[Nick Mingo, Ivory Development Consultant]***
 - B. Discuss Redevelopment of Magna Mantle Park and Ownership of all Magna Parks ***[Adrian West, RDA; Paul Ashton, Attorney]***
 - C. Update on Magna Dog Park ***[Matt Starley, Long Range Planner]***
 - D. Discuss Vacating Alleyways ***[Brian Tucker, Planning Manager; and Matt Starley, Long Range Planner]***
 - E. Discuss Capital Projects and Assign Designee to Smart Sheet ***[Rori Andreason, Administrator]***
 - F. Discussion 2023 Magna Municipal Election process and Agreement with Salt Lake County for Election Services ***[Rori Andreason, Administrator and Paul Ashton, Attorney]***
 - G. Discussion regarding Change of Form of Government Process ***[Rori Andreason,***

6. ADJOURN

ZOOM MEETING

Magna Metro Township is inviting you to a scheduled Zoom meeting.

Topic: Magna Metro Township Workshop Meeting

Time: Mar 14, 2023 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/99704641210?pwd=ZDh5YVpqYzdqaVI5dmo0SEo5cUJMUT09>

Meeting ID: 997 0464 1210

Passcode: 187506

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

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

POSTED: March 11, 2023

Project #	Project Name	Total 2023
EFCMC190016	2550 S 7200 W to 8000 W Road	\$ 780,165.00
EFCMC210021	Cyprus Master SD Phase 2 (Bond)	\$ 2,194,759.10
EFCMC210023	Washington Area Overlay	\$ 3,617,756.00
EFCMC190005	3100 S SD 8000 W to 8400 W	\$ 11,415.00
EFCMC210017	80th West Widening	\$ 65,154.05
EFCMC210011	2820 S SW btw 7440 W - 7736 W	\$ 581,340.96
EFCMC210025	Breeze Dr Sidewalk	\$ 422,494.00
New	Magna Extension of Salt Lake Canal Trail from 8000 W to 2600 South/9000 W	\$ 184,000.00
EFCMC210028	9050 West Sidewalk	\$ 212,224.65
EFCMC220006	Magna Traffic Calming Design	\$ 40,000.00
EFCMC220007	9130 W Sidewalk	\$ 329,153.00
EFCMC230001	Environmental Study for 8000 W 2700 S Realignment	\$ 100,000.00
Pending Grant Appl	new sidewalk or sidewalk replacement on 9050 West, 8990 West, 8950 West, 8850 West, and 8800 West	\$ 745,419.00
Pending Grant Appl	2700 S Sidewalk 8400W to 8000W	\$ 238,378.00
Pending Grant Appl	Western Dr sidewalk	No Match Required

COMPLETED 2023

COMPLETED 2022

Exhibit "B"
2023 Election Costs
Magna Metro Township

Below is the good faith estimate for the upcoming **2023 Municipal Election for Magna Metro Township**. Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 1/27/2023): **7,114**
- B. Election for the offices below:

2023 Offices
Council District 1
Council District 3
Council District 5

All billing will be based on actual costs.

If your municipality pursues traditional voting, **not** ranked choice voting (RCV), **and** has a Primary Election and a General Election, the estimated cost would be **\$16,823**.

If your municipality chooses RCV for the General Election **and** cancels the Primary Election, the estimated cost would be **\$10,935** for the General Election **plus** RCV costs (see below).

If your municipality chooses RCV for the Primary Election **and** holds a traditional voting General Election, the estimated cost would be **\$16,823 plus** the RCV costs (see below).

RCV Costs will be applied on a sliding scale, see below. If your municipality chooses to hold a RCV election for either the Primary or the General, the added costs will be dependent upon how many other municipalities opt into RCV.

As an example, if Magna Metro Township District is the only municipality to hold a RCV election, the costs would be as quoted above plus \$36,156. You can see if two municipalities choose RCV, your added costs would be \$18,078. (See the chart below for the additional cost depending on how many municipalities participate.)

Number of participating municipalities	Allocated costs
1	\$ 36,156
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21	\$ 1,722
22	\$ 1,643
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Exhibit "A"
2023 Municipal Elections
Scope of Work

The City agrees to the consolidation of all election administrative functions to ensure the successful conduct of multiple, simultaneous municipal, local district elections and county elections and the County agrees to conduct vote by mail/consolidated polls elections for the City.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot ordering and printing
- Machine programming and testing
- Delivery of supplies and equipment
- Provision of all supplies
- Election vote centers/early vote locations
- Vote by Mail administration
- Updating state and county websites
- Tabulating, reporting, auditing and preparing canvassing election results
- Conducting recounts as needed
- All notices and mailings required by law (except those required by Utah Code Ann. Ch. 11-14, Part 2 and § 20A-9-203)
- Direct payment of all costs associated with the elections to include vote center workers, training, vote centers, rovers.

The City will provide all voter education outreach related to Rank Choice Voting, if applicable.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the elections in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit "B"). Election costs are variable and are based upon the offices scheduled for election, the number of voters, the number of jurisdictions participating as well as any direct costs incurred.

The City will be invoiced for its pro-rata share of the actual costs of the elections which are estimated in Exhibit B. In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.



SALT LAKE COUNTY CLERK 2023 ELECTION DATES AND DEADLINES

*THESE DATES ARE SUBJECT TO 2023 LEGISLATIVE CHANGES

Municipal Alternative Voting Methods Pilot Project Commitment/ Withdrawal Deadline

Municipalities may participate in the pilot project by providing written notice to the Lt. Governor's office and the County Clerk's office by the stated deadline. This is also the deadline for a municipality to withdraw from the pilot project.

April 28

Candidate Filing Deadlines

Qualified Municipal and Metro Township Candidates June 1 – June 7

Ranked Choice Voting Candidates (as prescribed by Utah Code 20A-4-6) August 8 – 15

Last Day to Qualify as a Write-In September 3

Primary Election August 15

Primary Election Dates

Last Day to Withdraw Candidacy & Have Name Removed from Ballot June 11

Deadline for Candidate Profile on State Website July 1

Vote By Mail Ballots Mailed July 25

Logic and Accuracy Testing / Certification of Voting Equipment July 21

In-Office Early Voting Aug 1 – 11
(Weekdays only)

Voter Registration Deadline August 4

Last Day to Request Replacement Ballot (If Voter has Not Received Original) August 8

Primary Early Voting August 8 – 11

Canvass Period August 16 – 28

Board of Canvassers Meeting August 29

General Election November 7

General Election Dates

Last Day to Withdraw Candidacy & Have Name Removed from Ballot August 31

Deadline for Candidate Profile on State Website September 8

Vote By Mail Ballots Mailed October 17

Logic and Accuracy Testing / Certification of Voting Equipment October 13

In-Office Early Voting Oct 24 – Nov 3
(Weekdays only)

Voter Registration Deadline October 27

Last Day to Request Replacement Ballot (If Voter has Not Received Original) October 31

General Early Voting Oct 31 – Nov 3

Canvass Period November 8 - 20

Board of Canvassers Meeting November 21

Financial Disclosure Deadlines (Utah Code 10A-3-208)

For Candidates on the Primary Election Ballot August 8

For Candidates not on the General Election Ballot (after the Primary Election) September 14

For Candidates on the General Election Ballot (28 days before Election) October 10

For Candidates on the General Election Ballot (7 days before Election) October 31

For Candidates on the General Election Ballot (Final Report) December 7

INTERLOCAL COOPERATION AGREEMENT

between

MAGNA METRO TOWNSHIP

and

**SALT LAKE COUNTY on behalf of the
COUNTY CLERK'S ELECTION'S DIVISION**

FOR MUNICIPAL ELECTION

THIS AGREEMENT is made and entered into the _____ day of _____, 2023, by and between SALT LAKE COUNTY (the "County"), a body corporate and politic of the State of Utah, on behalf of the Salt Lake County Clerk's Office, Elections Division; and the MAGNA METRO TOWNSHIP ("Magna") a municipal corporation created under the laws of the State of Utah.

R E C I T A L S:

WHEREAS, the County desires to provide the services of its clerk's office, elections division, to Magna for the purpose of assisting Magna in conducting Magna's 2023 primary and general municipal elections; and

WHEREAS, Magna desires to engage the County for such services; and

WHEREAS, the parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (2022), to enter into agreements to cooperate with each other in a manner which will enable them to make the most efficient use of their resources and powers.

A G R E E M E N T:

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

1. **Term.** The County shall provide election services described below to Magna commencing on the date this Agreement is approved by both parties and terminating on December 31, 2023. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. Upon such cancellation, each party shall retain ownership of any property it owned prior to the date of this Agreement, and Magna shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the County shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit "A." Generally, the County shall perform the listed election functions as set forth in Exhibit "A" and as needed to ensure implementation of Magna's 2023 primary and general municipal elections.

3. **Legal Requirements.**

a. The County and Magna understand and agree that Magna's 2023 primary and general municipal elections are Magna's elections. Magna shall be responsible for compliance with all legal requirements for these elections. Magna agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials as required by law. The County agrees to work with Magna in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of Magna, except as provided in this Agreement and Exhibit "A." The County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to Magna. Magna, and not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within Magna's statutory authority.

b. The County and Magna understand and agree that if the County provides services or resources to conduct an instant runoff voting election as described in sections 20A-4-603 and -604, UTAH CODE (2022) ("Rank Choice Voting"), the estimated cost of administering such an election will be provided to Magna at a later time.

c. If Magna decides to hold a Rank Choice Voting election, then, in accordance with Utah Code § 20A-4-602(3)(a), it shall provide the Lt. Governor and the County notice of its intent to use Rank Choice Voting as its selected method of voting, no later than May 1, 2023.

d. The County has the full ability to conduct Rank Choice Voting for races involving no more than 10 candidates. Magna therefore acknowledges that if the County conducts a Rank Choice Voting race involving more than 10 candidates, then the County will be able to count only the first ten valid preference rankings cast by each voter in that race. Magna hereby assumes full risk and liability for, and agrees to indemnify and hold harmless the County, its agents, officers and employees from and against, any and all actions, claims, lawsuits, contests, controversies, challenges, proceedings, liability, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from Magna's decision to use of Rank Choice Voting in a race involving more than 10 candidates. Moreover, the County reserves the right to refuse to conduct a Magna election, or any contest, that includes a Rank Choice Voting race involving more than 10 candidates. The County's exercise of such a right shall be effective immediately upon written notice to Magna and shall not be construed as a breach

of, or an event of default under, this Agreement, and said exercise shall be without any liability of, or penalty to, the County.

4. Cost. In consideration of the services performed under this Agreement, Magna shall pay the County. The estimated cost of such services shall be provided in Exhibit "B," and will be attached hereto and incorporated by reference. The County shall provide a written invoice to Magna at the conclusion of the elections, and Magna shall pay the County within thirty days of receiving the invoice. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of Magna's election, Magna shall pay the County's actual costs of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to Magna to exceed the estimate given to Magna by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. Governmental Immunity. Magna and the County are governmental entities and subject to the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to – 904 (2022) (the "Governmental Immunity Act"). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to Magna or the County under the Governmental Immunity Act or common law. Each party shall retain liability and responsibility for the acts and omissions of their representative officers. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the parties and nothing contained herein shall authorize either party to act as an agent for the other. Each of the parties hereto

assumes full responsibility for the negligent operations, acts and omissions of its own employees, agents and contractors. It is not the intent of the parties to incur by Agreement any liability for the negligent operations, acts, or omissions of the other party or its agents, employees, or contractors.

6. No Obligations to Third Parties. The parties agree that the County's obligations under this Agreement are solely to Magna. This Agreement shall not confer any rights to third parties.

7. Indemnification. Subject to the provisions of the Act, Magna agrees to indemnify and hold harmless the County, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act, error or omission of Magna, its officers, agents and employees and including but not limited to claims that the County violated any state or federal law in the provision of election services under this Agreement.

8. Election Records. Magna shall maintain and keep control of all of its records created pursuant to this Agreement and from the elections relevant to this Agreement. Magna shall respond to all public record requests related to this Agreement and the underlying elections and shall retain its election records consistent with the Government Records Access and Management Act, UTAH CODE §§ 63G-2-101 to -901 (2022), and all other relevant local, state and federal laws.

9. Service Cancellation. If the Agreement is canceled or terminated as provided above, Magna shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation or termination of this

Agreement by either party, the County shall submit to Magna an itemized statement for services rendered under this Agreement up to the time of said cancellation or termination and based upon the dollar amounts for materials, equipment and services set forth herein.

10. Legal Compliance. The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections. Magna agrees that the direction it gives the County under Utah Code § 20A-5-400.1(2)(a) and this Agreement shall likewise be in strict compliance with all such applicable laws. The County shall be under no obligation to comply with any direction from Magna that is not demonstrably consistent with all applicable federal, state and county laws governing elections.

11. Agency. No agent, employee or servant of Magna or the County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by either party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Magna and the County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees and servants during the performance of this Agreement.

12. Force Majeure. Neither party shall be liable for 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, Magna or the County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

13. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three (3) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the parties as set forth below:

Salt Lake County Salt Lake County Mayor
2001 South State Street, N2-100
Salt Lake City, Utah 84190

and

Ann Stoddard
Admin/Fiscal Manager
Salt Lake County Clerk's Office
2001 South State, Suite S1-200
Salt Lake City, Utah 84190-1050
email: astoddard@slco.org

Magna

Magna Metro Township

email: _____

14. **Required Insurance Policies.** Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

15. **Independent Contractor.** Because the County is consolidating election functions in order to conduct multiple, simultaneous elections on August 15, 2023, and on November 7, 2023, certain decisions by the County referenced in Exhibit "A" may not be subject to review by Magna. It is therefore understood by the parties that the County will act as an independent contractor with regard to its decisions regarding resources,

procedures and policies based upon providing a consistent type, scope and level of service to all participating jurisdictions made for the benefit of the whole as set forth in Exhibit "A."

16. No Officer or Employee Interest. It is understood and agreed that no officer or employee of the County 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 Magna or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice or action nominates, recommends or supervises Magna's operations or authorizes funding or payments to Magna.

17. Ethical Standards. Magna represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County 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 section 2.07, Salt Lake County Code of Ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinance.

18. Interlocal Agreement. In satisfaction of the requirements of the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (2022), (the "Interlocal Act"), in connection with this Agreement, Magna and the County agree as follows:

a. This Agreement shall be approved by each party, pursuant to section 11-13-202.5 of the Interlocal Act;

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

c. Any duly executed original counterpart of the Agreement shall be filed with the keeper of records of each party, pursuant to section 11-13-209 of the Interlocal Act;

d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action performed pursuant to this Agreement, and for any financing of such costs; and

e. No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

f. County and Magna Representatives.

i. The County designates the County Clerk as the County's representative to assist in the administrative management of this Agreement and to coordinate performance of the services under this Agreement.

ii. Magna designates Magna's _____ [title] as Magna's representative in its performance of this Agreement.

Magna's Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts by Magna and the County.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance. All actions including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within Salt Lake County.

21. **Integration.** This Agreement embodies the entire agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

SALT LAKE COUNTY:

Mayor or Designee

Date: _____

Recommended for Approval:

Lannie Chapman
Salt Lake County Clerk

Reviewed as to Form:
 Adam Miller
2023.02.06 10:38:34
-07'00'

Deputy District Attorney
Date: _____

MAGNA METRO TOWNSHIP:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Date: _____

Exhibit "A"
2023 Municipal Elections
Scope of Work

Magna agrees to the consolidation of all election administrative functions to ensure the successful conduct of multiple, simultaneous municipal, local district elections and county elections and the County agrees to conduct vote by mail/consolidated polls elections for Magna.

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