



**MAGNA METRO TOWNSHIP COUNCIL  
WORKSHOP MEETING AGENDA  
April 11, 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 **11<sup>th</sup> day of April 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. ACTION/DISCUSSION ITEMS**

- A. Consider ***Resolution No. 2023-04-01*** Awarding the Bid and Authorizing the Mayor to enter into a Contract with Unique Welding for the Construction of the Pleasant Green Cemetery Sign [***Rori Andreason, Administrator***]
- B. Update on 8400 West Sidewalk and Railroad Issue [***Steven Kuhlmeier, Public Works Engineering***]
- C. Discussion of Historic Downtown District Plan [***Matt Starley, Long Range Planner***]
- D. Discussion Obtaining Insurance for Street Light Poles [***Council Member Eric Barney***]
- E. Discuss Full-Time City Manager Position and Advertisement [***Rori Andreason, Administrator***]

**6. ADJOURN**

**ZOOM MEETING**

**Metro Township Meeting is inviting you to a scheduled Zoom meeting.**

**Topic: Magna Metro Township Workshop Meeting**

**Time: Apr 11, 2023 06:00 PM Mountain Time (US and Canada)**

**Join Zoom Meeting**

**<https://zoom.us/j/98383331668?pwd=K2h1Z0o4Rm1Sdjc3QzNBZjI4b0wyQT09>**

**Meeting ID: 983 8333 1668**

**Passcode: 189961**

*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: April 9, 2023**

**MAGNA METRO TOWNSHIP**

**RESOLUTION NO.: 2023-04-01**

**DATE: April 11, 2023**

**A RESOLUTION OF THE MAGNA METRO TOWNSHIP  
COUNCIL APPROVING A CONTRACT BETWEEN  
MAGNA METRO TOWNSHIP AND UNIQUE WELDING  
TO CONSTRUCT THE PLEASANT GREEN CEMETERY  
SIGN**

**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 purchased the Pleasant Green Cemetery; and

**WHEREAS**, the sign for Pleasant Green Cemetery was damaged; and

**WHEREAS**, the Magna Metro Township Council issued a Request for Proposal and decided on a design for a new Pleasant Green Cemetery sign; and

**WHEREAS**, the Magna Metro Township Council issued a Request for Proposal for the construction of the new sign for the Pleasant Green Cemetery; and

**WHEREAS**, the Magna Metro Township Council desires to retain the services of Unique Welding to perform the work set forth in the Request for Proposal for construction of the new sign for the Pleasant Green Cemetery,

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

1. The Council awards the bid for the construction of the Pleasant Green Cemetery sign to Unique Welding and authorizes the Mayor to enter into a contract with Unique Welding for the Construction of the Pleasant Green Cemetery Sign marked Attachment "A" to this resolution.
2. The Resolution shall take effect immediately.

APPROVED AND ADOPTED in Magna, Utah this 11<sup>th</sup> day of April 2023.

MAGNA METRO TOWNSHIP:

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DAN W. PEAY, MAYOR

APPROVED AS TO FORM:

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PAUL H. ASHTON  
METRO TOWNSHIP ATTORNEY

ATTEST

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LANNIE CHAPMAN  
SALT LAKE COUNTY CLERK  
METRO TOWNSHIP CLERK/RECORDER

VOTING BY COUNCIL:

MAYOR DAN PEAY voting \_\_\_\_\_

TRISH HULL voting \_\_\_\_\_

ERIC BARNEY voting \_\_\_\_\_

STEVE PROKOPIS voting \_\_\_\_\_

AUDREY PIERCE voting \_\_\_\_\_



# ATTACHMENT "A"

# AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of April, 2023 by and between Magna Metro Township, a Utah municipality pursuant to Utah Code §10-2a-401 et seq., 8952 W. Magna Main Street, Magna, UT 84044 (hereinafter called "OWNER") and Marivel Parra, d/b/a Unique Welding, 302 W. Ann Circle, Stansbury Park, UT 84074 (hereinafter called "CONTRACTOR").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:

Removal of old Pleasant Green Cemetery sign and replacement and construction of new Pleasant Green Cemetery sign as set forth in the approved design attached hereto, marked Attachment "A" and by this reference made a part hereof.

Without limiting the foregoing Contractor shall, at minimum:

- Provide all labor, materials, tools, equipment, and supervision necessary for the construction of the approved sign.
- Work also includes and is not limited to design reviews, demolition and removal of existing sign and structures, alterations, clearing, grubbing, cut and fill, earth work, grading, and building construction.
- Contractor shall secure all necessary permits
- Contractor shall coordinate with cemetery staff for all construction work to avoid or minimize any interruption of cemetery functions.
- Contractor shall provide weekly progress summary to the Magna Mayor.
- Contractor shall provide a certificate of warranty for material supplied and workmanship for a minimum of one year from the date of acceptance.
- Contractor shall perform daily cleanup and final cleanup.
- Contractor shall dispose of all waste materials properly off site.
- Protect existing roads and undisturbed infrastructures and environments, and
- Repair and restore all damages to be as good as the original conditions or better due to construction activities.
- The dedication of the new sign is Memorial Day.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work as set forth in section 1 herein, within 10 calendar days after the award of this agreement by approval of the same by the Magna Metro Township Council and notification of the same to Contractor. Contractor will complete the same in order to meet the dedication date of Memorial Day, May 29, 2023, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described herein for the fixed sum of \$14,807.98, payable as follows: \_\_\_\_\_
5. INDEPENDENT CONTRACTOR, TAXES OTHER WORK. The relationship of Owner and Contractor under this Agreement shall be that of an independent contractor status. This Agreement shall not confer any rights to third parties, unless otherwise agreed to in writing by the parties.
6. INDEMNIFICATION. To the extent permitted by applicable law, Contractor agrees to indemnify and hold harmless Owner, 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 Contractor, its agents, employees or third-party subcontractors, or suppliers. This indemnification will survive the termination of this Agreement.

7. **GOVERNMENTAL IMMUNITY AND INSURANCE.** The Owner is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah ("Act"), Utah Code Ann. §§ 63G-7-101, et. seq. (1953, as amended). The Parties agree that Owner shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. To the extent allowed by law or contract, the Owner will cover the Contractor for all work product created and work duties performed on behalf of, and under the direction of the Owner under the Act.
8. **AGENCY.** No agent, employee or servant of the Contractor or Owner 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 Contractor and Owner 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. Contractor and Owner 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 Contractor is an independent contractor.
9. **NO OFFICER OR EMPLOYEE INTEREST.** It is understood and agreed that no Council member, officer or employee of Owner 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 Contractor or any member of his family shall serve on any Owner Council, board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Contractor's operations, or authorizes funding or payments to the Contractor.
10. **ETHICAL STANDARDS.** The Contractor represents that it has not: (a) provided an illegal gift or payoff to any Owner Council member, officer or employee, or former Owner officer or employee, or to any relative or business entity of a Owner officer or employee, or relative or business entity of a former Owner 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; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any Owner officer or employee or former Owner officer or employee to breach any of the ethical standards set forth in State statute or Metro Township ordinances.
11. **CAMPAIGN CONTRIBUTIONS.** The Metro Township adopted campaign finance disclosure ordinance limits campaign contributions by contractors to Metro Township candidates. The Contractor 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.
12. **TERMINATION.**
  - A. **Termination for Default.** Owner may terminate this Agreement for an "Event of Default" as defined, upon written notice from Metro Township to Contractor.
  - B. **Termination by Company for Default.** The Company may terminate this Agreement for an Event of Default upon written notice from Contractor to Owner.
  - 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 30 days, Owner shall have the right to terminate this Agreement without liability or penalty effective upon written notice to Contractor.
- 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. Owner reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever Owner determines, in its sole discretion that it is in the Owner's interest to do so. If Owner elects to exercise this right, Owner shall provide written notice to the Company at least twenty (20) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the Owner's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the Owner or any other claim or cause of action.
13. The Parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.
14. COMPLIANCE WITH LAWS. Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Contractor of applicable law, rule or regulation, shall constitute an event of default under this Agreement and Contractor shall be liable for and hold the Owner harmless and defend the Owner 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 Owner as a result of the violation.
15. NON-DISCRIMINATION. Contractor, and all persons acting on its behalf, agree that they shall comply with all laws, rules ordinance and regulations governing discrimination and they shall not discriminate in the engagement or employment of any person qualified to perform the services required under this Agreement.
16. LABOR REGULATIONS AND REQUIREMENTS. The Contractor 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 Contractor shall indemnify and hold the Owner harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by Contractor, its agents or employees.
17. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT. Contractor 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 Contractor 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.
18. INTERPRETATION. Metro Township and Company agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. ASSIGNMENT. Contrator shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of Owner.
21. SUBCONTRACTING. Contractor agrees that if it shall subcontract to provide any of the services under this, Agreement or execute performance of its obligations under this Agreement, Contractor shall first notify the Mayor of the proposed subcontractor and the Mayor shall have discretion to not allow the subcontractor. Subcontractors shall be bound by the terms of this Agreement to the same extent as the Contractor.
22. NOTICES. All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by first class mail to the parties and e-mailed, where reasonable possible. The Parties addresses and e-mail is as follows:

Metro Township: Dan W. Peay  
Magna Metro Township  
8952 W Magna Main St  
Magna, UT 84044  
E-mail: dan.peay@magnacity.org

with copy to: E-mail: rori.andreason@gmail.com

Unique Welding Marivel Parra  
302 W. Ann Circle  
Stansbury Park, UT 894074  
E-mail: \_\_\_\_\_

23. TIME AND LIQUIDATED DAMAGES: 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. THE PARTIES FURTHER Agree that if work is not complete by for dedication on Memorial Day, 2023, damages to Owner cannot be easily calculated and Contractor will pay liguidated damages of \$ \_\_\_\_\_ per day thereafter.
24. ENTIRE AGREEMENT. Owner and Contractor acknowledge and agree that this Agreement constitutes the entire integrated understanding between the parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement except as set forth in this Agreement, and any prior agreements, representations or understandings by and between the parties from the effective date of this Agreement shall be null and void. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.
25. GOVERNING LAW. It is understood and agreed by the Parties hereto that the laws of the State of Utah and the Ordinances of Metro Township, both as to interpretation and performance, shall govern this Agreement. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.
26. COUNTERPARTS. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or scanned e-mail shall be deemed an original signed copy of this Agreement.

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

MAGNA METRO TOWNSHIP COUNCIL

\_\_\_\_\_  
DAN W. PEAY, CHAIR

Attest:

Approved as to Form:

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

\_\_\_\_\_  
Attorney

Unique Welding

\_\_\_\_\_  
AGREED BY CONTRACTOR

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

ATTACHMENT "A" – DESIGN FOR NEW SIGN

From: Aaron Olson

Aaron40570@gmail.com

(On behalf of Unique Welding)

3034 South 8800 West

Magna, UT 84044

To: Magna Metro Township

CO/Municipal Administrator RFP#2022-01

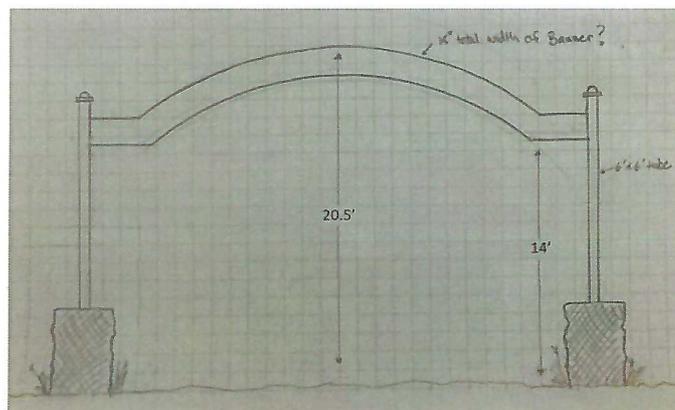
8952 West Magna Main St.

Magna, UT 84044

To whom it may concern,

I'm writing to express interest that my proposal for a replacement cemetery sign be thoughtfully considered. I am a third-generation resident of Magna. The Magna cemetery holds particular sentimental value to me. Friends and family have been interred there, and its small-town feeling runs deep. The loss of the sign this last year left our community feeling hurt. Proposing its replacement has helped me feel whole as we see continued investment rejuvenate our community.

Having been acquainted with city councilmen familiar with the project, and discussing the project at length; a 1:1 replacement seemed to miss the opportunity to show how we're hoping to improve our community. Embellishing the previous design, but trying to stay true to an important pioneer landmark seemed to me appropriate. We started with this sketch:



Relying on resources available to me, my father-in-law Lyle Beddes (acclaimed artist) helped refine our vision to this rendering. Pleasant Green Cemetery scroll font suspended in a lattice across an archway.



The design uses common materials that are readily acquired; this helps reduce the cost, but the way that they're layered and applied, gives a customized appeal. The main vertical posts use a 6"x6"x.25" square steel to give rigidity and stoutness to the design, as they are designed to be mounted atop the existing pillars. By design they're proportional to the existing rock columns. They are edged with smaller rectangular stock to give the pillars depth and dimensionality. This picture of my own previous design gives an idea of the construction and intent:



The archway is designed to be constructed of 2"x2"x.125" square tubing, bend in an arch and mirrored both top and bottom. The ends are adorned with Utah's state flower the Sego Lilly. These are cut from plate steel and inlaid between the mirrored arch. They serve a structural purpose too, as they provide rigidity for the mirrored arches.



The design is intended to oxidize and patina. The rusting coloration is made uniform by sand blasting the surfaces and letting the oxidation progress at the same rate. Its stout construction and designed weeping holes allow water to shed and not collect and freeze, thus reducing the risk of freeze bursting with cold weather.

I hope as our design is given consideration, we can look to improve the Magna area; beginning with a proper commemoration to our Magna cemetery.

Thank you,

Aaron Olson on behalf of Unique Welding



PILGRIMS AND GREEN CEMETERY

## Unique Welding

Stansbury Park, Utah 84074  
(808)796-4762

# Estimate

Submitted on : 03/09/2023

**Payable to:** Estimate 2 # M00106  
Unique Welding

**Project:**  
Cemetery Sign Post

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Description	Qty	Unit price	Total price
Material			\$5,974.19
Labor			\$4,741.00
Delivery/ Installation			\$4,092.79
Prices subject to change after 7 days.			

**Total: \$14,807.98**