



**MAGNA METRO TOWNSHIP COUNCIL
BUSINESS MEETING AGENDA
February 27, 2024**

Webster Center
8952 West Magna Main Street
Magna, Utah 84044

PUBLIC NOTICE IS HEREBY GIVEN that the Magna Metro Township Council will hold a business meeting on the **27th day of February 2024** 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. The Town Council is interested in hearing directly from residents. In an effort to be both transparent and responsive, the Town Council previously adopted rules to help govern public meetings. As such, Councilmembers cannot respond directly to comments during ‘public comment.’ However, Magna staff will be responsible for responding directly to citizens who request a response. ***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. Financial Report *[Dave Sanderson, Financial Manager]*
7. **Community Stakeholder Reports**
 - A. 4th of July *[Kari Duckworth]*
 - B. Magna Chamber of Commerce *[Brian Burrows]*
 - C. Pleasant Green Cemetery *[Sharon Nicholes/Nunny Nicholes]*
 - D. Code Enforcement Report *[David Brickey, City Manager]*
 - E. Magna Town Council *[Todd Richards]*
8. **ACTION/DISCUSSION ITEMS**
 - A. Magna CTC Coalition Presentation *[Council Member Trish Hull]*
 - B. Discussion and Possible Action regarding Renewal of Magna’s Healthy Community Designation *[Council Member Trish Hull]*

- C. Discussion and Possible Action regarding **Resolution No. 2024-02-01** Determining Magna’s Choice for Policing [*Council Member Steve Prokopis*]
- D. Discussion and Possible Action to Ratify the Settlement of a Dispute with Magna Water regarding Relocation Costs on 3100 South [*Paul Ashton, City Attorney*]
- E. Consider **Ordinance No. 2024-O-03** Amending Title 19 of the Magna Municipal Code and Repealing Section 19.42.030(B)(2) Amending the Minimum Lot Size Requirement Provisions for Detached Accessory Dwelling Units [*Morgan Julian, Planner*]
- F. Discuss FY2025 Budget [*David Brickley, City Manager*]
- G. Discussion and Possible Action Regarding **Resolution No. 2024-02-02** Approving a Contract Between Magna Metro Township and Positive Impact Consulting LLC (Rori L. Andreason) for Administrative Services [*David Brickey, City Manager*]

9. MANAGER AND LEGISLATIVE UPDATES

10. COUNCIL REPORTS

11. CLOSED SESSIONS IF NEEDED AS ALLOWED UNDER UTAH CODE ANN. 52-4-205

- A. Discussion of the Character, Professional Competence or Physical or Mental Health of an Individual.
- B. Strategy sessions to discuss pending or reasonably imminent litigation.
- C. Strategy sessions to discuss the purchase, exchange, or lease of real property.
- D. Discussion regarding deployment of security personnel, devices, or systems; and
- E. Other lawful purposes as listing in Utah Code 52-4-205

12. ADJOURN

ZOOM MEETING:

Magna Metro Township Meeting

When: Feb 27, 2024 06:00 PM Mountain Time (US and Canada)

Register in advance for this webinar:

https://zoom.us/webinar/register/WN_MFkNQaUEQCK74ttIkikmWA

After registering, you will receive a confirmation email containing information about joining the webinar.

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: February 24, 2024

Magna Township
Budget Report Yearly

8.30%

1/31/2024

Revenues	Actual to	FY 2024	
	1/31/2024	Budget	Projected
Sales taxes	400,000	5,350,000	5,350,000
Grants	-	200,000	200,000
Transportation sales tax	40,000	500,000	500,000
Class C road funds	-	1,150,000	1,150,000
Corridor preservation funds	-	-	-
Liquor allotment	-	-	-
Cares Act	-	-	-
ARPA funding	-	-	-
Business License	8,772	50,000	50,000
Building permits	125,560	1,250,000	1,250,000
Other permits	-	21,000	21,000
Sewer and water permits	-	5,000	5,000
Zoning - land use permit	3,100	75,000	75,000
Engineering services	150	50,000	50,000
Planning service	457	500,000	500,000
Storm drain fee	-	-	-
Code enforcement fines	-	5,000	5,000
Justice court fines	-	175,000	175,000
Interest earnings	22,656	75,000	75,000
Miscellaneous	-	15,000	15,000
Transfers in	1,166,884	1,166,884	1,166,884
Total Revenues	\$ 1,767,579	\$ 10,587,884	\$ 10,587,884

Expenses - Administration

Wages	17,041	240,000	240,000
Employee Benefits	5,685	74,000	74,000
Awards, promotional & meals	152	2,000	2,000
Subscriptions/Memberships	-	18,080	18,080
Printing/Publications/Advertising	118	8,000	8,000
Travel/Mileage	-	6,500	6,500
Cell phone and telephone	-	-	-
Office expense and supplies	633	10,000	10,000
Computer equipment/Software	54	10,000	10,000
Attorney-Civil	4,375	80,000	80,000
Attorney-Land use	-	30,000	30,000
Training & Seminars	-	15,000	15,000
Web page development/Maintenance	12	35,000	35,000
Software/Streaming	671	6,100	6,100
Payroll processing fees	-	-	-
Grant charged expense	-	-	-
Communications	-	10,000	10,000
Contribution/Special events	-	172,000	172,000
Insurance	-	26,000	26,000
Workers comp insurance	-	1,500	1,500
Postage	-	20,000	20,000
Professional and technical	4,500	128,204	128,204
UFA emergency services	1,286	47,500	47,500
Grant related	-	-	-
SL (Client) County Support Services	-	100,000	100,000
Equipment/Computer purchases	-	5,000	5,000
Beer funds	-	17,000	17,000
Rent	3,000	100,000	100,000
Non classified expenses	-	5,000	5,000
Total Administration	\$ 37,527	\$ 1,166,884	\$ 1,166,884

Budget Report Yearly

8.30%

1/31/2024

	Actual to 1/31/2024	FY 2024 Budget	Projected
Revenues			
Expenses - Transfers			
Contribution to GF	610,656	8,415,632	8,415,632
ARPA expenses	300,000	-	300,000
Transfer to Capital projects	-	1,005,368	1,005,368
Total Transfers	\$ 910,656	\$ 9,421,000	\$ 9,721,000
Total Expenses	\$ 948,183	\$ 10,587,884	\$ 10,887,884
Surplus/Deficit	\$ 819,396	\$ -	\$ (300,000)

8.30%

1/31/2024

	Actual to 1/31/2024	FY 2024 Budget	Projected
Cares Act			
Cash - Zion's cares	-	-	-
Covid Expense and supplies	12,040	-	12,040
Cares Expense and supplies	33,950	-	33,950
Total Administration	\$ 45,990	\$ -	\$ 45,990

Pleasant Green Cemetery

	Actual to 1/31/2024	FY 2024 Budget	Projected
Revenues			
Sale of lots	-	20,000	20,000
Grave openings	-	20,000	20,000
Other revenue	-	4,500	4,500
Transfers In	-	-	-
Total Revenues	\$ -	\$ 44,500	\$ 44,500
Expenses - Administration			
Grave opening expenses	-	-	-
Cremation expenses	-	-	-
Office supplies	-	-	-
Utilities - water	-	-	-
Travel/Mileage	-	-	-
Computer equipment/Software	-	2,500	2,500
Professional and technical	4,742	42,000	42,000
Sundry charges	-	-	-
Total Administration	\$ 4,742	\$ 44,500	\$ 44,500
Total Expenses	\$ 4,742	\$ 44,500	\$ 44,500
Surplus/Deficit	\$ (4,742)	\$ -	\$ -

Beg Balance

Expenses

Ending Balance

Cares Act Money	1,523,436	12,040	1,511,396
ARPA Money	3,155,481	300,000	2,855,481

* Must spend by December 31, 2024

Cannot be used for bond payments or retirement pensions

Communities that Care

	Actual to 1/31/2024	FY 2024 Budget	Projected
Revenues			
Intergovernmental	-	-	-
Operating transfers in	-	-	-
State Liquor allotment	-	18,500	18,500
Grants - Magna CTC	8,333	125,000	125,000
Grants- Safety & Success	-	-	-
Donations	-	-	-
Other revenue	-	-	-
Total Revenues	\$ 8,333	\$ 143,500	\$ 143,500
Expenses - Administration			
Wages	4,281	60,000	60,000
Employee Benefits	1,810	27,500	27,500
Social Security Tax	-	-	-
Medicare	-	-	-
Medical Insurance	-	-	-
Retirement Contribution	-	-	-
Liquor funds	-	-	18,500
Subscriptions\Memberships	57	-	1,500
Travel/Mileage	11,482	-	15,000
Office Expense and Supplies	527	-	2,000
Training and seminars	150	-	1,000
Liasons	490	-	1,000
Programs (Afterschool)	-	-	-
Communications & PR	-	-	-
School support tshirts	-	-	-
School support website	80	-	500
Safety & success	23,188	-	23,188
Reserves	-	-	37,500
Total Administration	\$ 42,065	\$ 87,500	\$ 187,688
Total Expenses	\$ 42,065	\$ 87,500	\$ 187,688
Surplus/Deficit	\$ (33,732)	\$ 56,000	\$ (44,188)

CARES MONIES

Received		\$ 1,523,436.16
Vaccinations Postcard Mailings	\$	(1,642.14)
UFA Covid Payment	\$	(58,840.00)
WFWRD Covid payment	\$	(3,533.37)
WFWRD Covid payment 2	\$	(945.03)
Magna Water District	\$	(33,950.07)

TVS Pro Audio Equipment	\$ (12,039.71)
TVS Pro Audio Equipment	\$ (1,674.04)
Total Spent	\$ (112,624.36)
	<hr/>
Balance Remaining	\$ 1,410,811.80
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ARP MO(NIES

Received	\$ 3,109,431.00
	<hr/>
Payment toward 8000 W 2700 S Realignment project (committed)	\$ (100,000.00)
Payment toward 2620 S Sidewalk Project 7440 W 7736 W (committed)	\$ (300,000.00)
Total Spent	\$ (400,000.00)
	<hr/>
Balance Remaining	\$ 2,709,431.00
	<hr/> <hr/>

MAGNA METRO TOWNSHIP

RESOLUTION NO.: 2024-02-01

DATE: February 27, 2024

A RESOLUTION OF MAGNA METRO TOWNSHIP COUNCIL DETERMINING MAGNA'S CHOICE FOR POLICING

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, on April 11, 2023, Magna adopted Resolution 2023-04-02 Establishing Policy and Providing Direction Regarding Implementation of H.B. 374 ("County Sheriff Amendments"), a true and correct copy of which is attached hereto, marked Attachment "A," and

WHEREAS, pursuant to said Resolution 2023-04-02, the Magna City Attorney, under the direction of the Mayor, has been working with legal counsel for other metro townships and the Town of Brighton to deal with the short and long term implications of H.B. 374, which requires a separation of the Salt Lake County Sheriff from the Unified Police Department ("UPD"), and

WHEREAS, as a result of that separation it has become necessary for UPD to amend and restate the interlocal agreement under which it was created, which restated and amended interlocal agreement will govern the provision of law enforcement services to its members, and

WHEREAS, pursuant to said Resolution 2023-04-02, the Magna's City Attorney has participated in the drafting of such restated and amended interlocal agreement, which draft will be presented to the Magna City Council on or before March 12, 2024, and

WHEREAS, both the Sheriff's office and UPD has made presentations to the Magna City Council at Magna's duly notice February 13, 2024 public meeting, and

WHEREAS, having now considered the presentations made, and in the long term interest of meeting Magna's law enforcement needs, Magna now desires to reaffirm its commitment to the UPD as stated in Resolution 2023-04-02.

NOW THEREFORE IT IS RESOLVED, by the Magna Metro Township Council,

1. The Magna Metro Township Council hereby instructs the City Attorney and staff, under the direction of the Mayor, to finalize the drafting of the restated and amended interlocal agreement for the Unified Police Department, with Magna as a member thereof, and

2. Upon approval by the Unified Police Department's Board of the completed restated and amended interlocal agreement for the Unified Police Department, to present said agreement to the Magna Metro Township Council for review and adoption.

APPROVED AND ADOPTED by the Magna Metro Township Council, in Magna, Salt Lake County, Utah this 27th day of February 2024.

MAGNA METRO TOWNSHIP:

ERIC G. BARNEY, MAYOR

ATTEST

LANNIE CHAPMAN
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER

APPROVED AS TO FORM:

PAUL H. ASHTON
METRO TOWNSHIP ATTORNEY

VOTING BY COUNCIL:

MAYOR BARNEY _____
COUNCIL MEMBER PIERCE _____
COUNCIL MEMBER PROKOPIS _____
COUNCIL MEMBER HULL _____
COUNCIL MEMBER SUDBURY _____



GREATER SALT LAKE
**Municipal Services
District**

Planning and Development Services

2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050

Phone: (385) 468-6700 • Fax: (385) 468-6674

msd.utah.gov

File # OAM2023-000939

Ordinance Amendment Summary and Recommendation

Public Body:	Magna Metro Township Council
Meeting Date:	February 27th, 2024
Proposal:	An amendment to Magna Municipal Code section 19.42.030 (B)(2). A proposed amendment to Magna Municipal Code to amend the lot size standards of detached accessory dwelling units.
Planner:	Morgan Julian
Recommendation:	Recommend approval of the proposed ordinance

DESCRIPTION OF THE PROBLEM

The Municipal Services District (MSD) current planning staff is proposing to reduce the lot size standard for detached accessory dwelling units (DADU), delineated in 19.42.030 (B)(2) of the Magna Metro Township Municipal Code. The purpose of these revisions is to make DADU construction more feasible for Magna residents. This report identifies the issues regarding the lot size standard for DADUs, and it outlines a proposed reduction to this standard along with the benefits of reducing this restriction. A reduction in the minimum lot size standard should result in more property owners building detached accessory dwelling units. These detached accessory dwelling units allow a property owner to earn passive income by renting out the resulting units. This passive income helps Magna homeowners by making their properties more affordable and creates additional affordable housing for other members of society.

The current code states “detached ADU may be constructed on lots with an area of 12,000 square feet or greater”. After receiving several inquiries, the MSD current planning staff has recognized that this existing lot size standard for DADUs has created a barrier for Magna residents when constructing DADUs. Currently in Magna, there are 6,823 single-family residential lots. Only 551, or 8%, of those properties are eligible for a DADU per the current lot size requirement. Whereas 5,980 properties or 87% of single-family residential lots would meet a 6,000 square feet lot size standard for DADUs (please see Attachment 1).

In accordance with state code requirements, Magna Metro Township has adopted five strategies to address housing affordability. One of the strategies adopted is to “create or allow for, and reduce regulations related to, multi-family residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones”. DADUs are part of a range of housing types that can help increase the housing supply with minimal impacts to the scale of an existing neighborhood.

Residential properties in Magna tend to include between 6,000 and 12,000 square feet. Only 13% of the single family parcels contain less than 6,000 square feet and only 8% contain at least 12,000 square feet. The current 12,000 square foot minimum area requirement to build a detached accessory dwelling unit limits the number of properties able to build an DADU to only 551 of the 6,823 single family properties. The proposed reduction of the lot size requirement for DADUs will give Magna residents more options in utilizing their property. With the current shortage of housing options, creating more feasible housing opportunities for Magna residents by relaxing the lot size standard for DADUs will benefit the Township of Magna as a whole.

DESCRIPTION OF THE PROPOSED ORDINANCE

The MSD staff recommends an amendment to only the lot size requirement for DADUs delineated in 19.42.030(B)(2) (please see Attachment 2). The MSD staff suggest the following lot size standard option for the reduction of the lot size requirements for DADUs; 6,000 sq ft, 6,000 sq ft with a 500 sq ft size limit to the DADU, 7,000 sq ft, 8,000 sq ft, and 9,000 sq ft. Attachment 3 shows what each lot size standard option may look like.

Please consider that the size of any detached structures is limited to accessory structure development standards in 19.28.050 and lot coverage standards in 19.28.060. 19.28.050 (B) limits a detached structure to a height of 20 feet. 19.28.060 (A) limits the building coverage of an entire lot to 40%. 19.28.060 (B) limits accessory structure coverage of a rear yard, including DADUs, to 25%. The examples in Attachment 3 show potential DADUs that meet these requirements. The MSD staff has also included an example of what a DADU with limited square footage could look like on a lot between 6,000 sq ft and 7,000 sq ft.

REVIEW PROCEDURE AND CRITERIA

The Magna Planning Commission held a public hearing in September 2023 and recommended that the Magna Metro Township Council adopt the ordinance attached to this staff report. The Council must then hold a public hearing, after which they may adopt, adopt with revisions, or reject the ordinance amendment recommended by the Planning Commission.

MAGNA COUNCIL WORK MEETING

On February 13, 2024, the Magna Metro Township Council discussed the proposed ordinance during their work meeting. Concerns seemed to primarily surround parking and esthetics of the detached dwelling unit. Staff have researched the state code regarding accessory dwelling units and believe that the one additional parking space maximum applies only to internal accessory dwelling units. Utah code prohibits the imposition of design elements for one and two family dwellings, a prohibition that would

likely include detached accessory dwelling units, although any DADU must comply with the building code in the case of a conventionally constructed building or HUD code in the case of a manufactured DADU. In either case the DADU would be required to be attached to a site-built permanent foundation in accordance with Magna Code 19.46.110. Mobile homes, those units built prior to June 15, 1976, would be prohibited for use as DADU's.

RECOMMENDATION

The Planning Commission and the Planning Staff recommend that the Magna Metro Township Council adopt the attached ordinance with a reduced lot size requirement for detached accessory dwelling units (attachment #3).

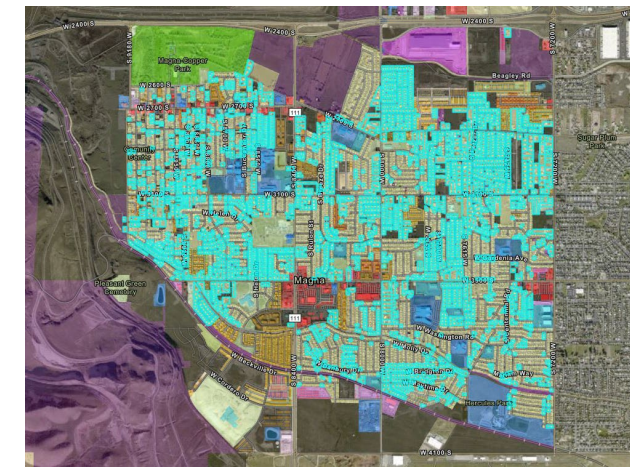
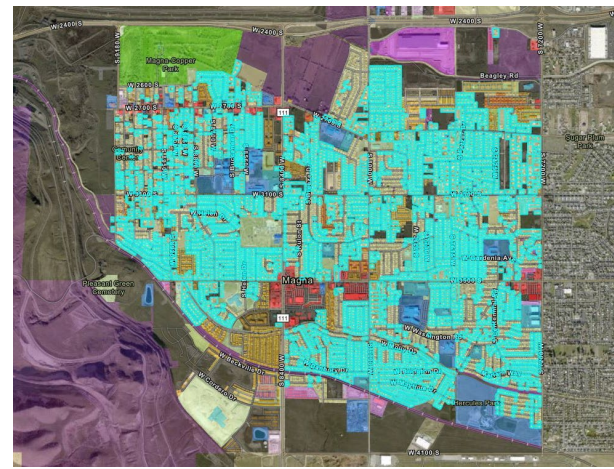
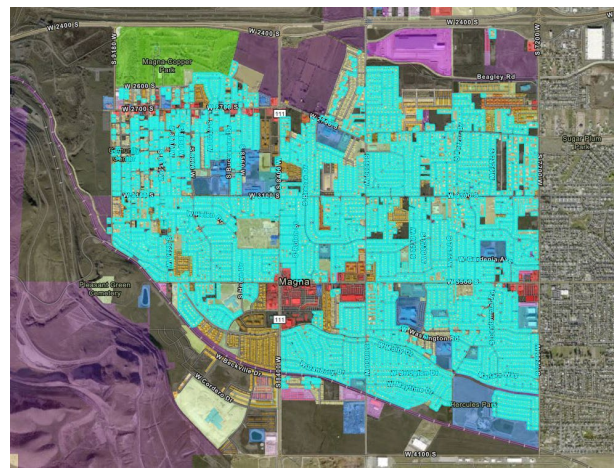
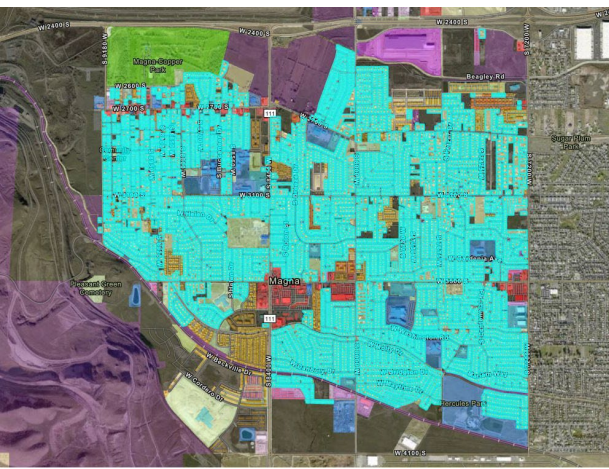
COUNCIL ACTIONS

The Council could take any of the following actions, among others:

- Option 1. Approve the attached ordinance.
- Option 2. Approve the attached ordinance with changes.
- Option 3. Deny the proposed ordinance.

Attachments:

- 1. Map of Lot Sizes
- 2. Proposed Ordinance
- 3. Lot Size Standard Options



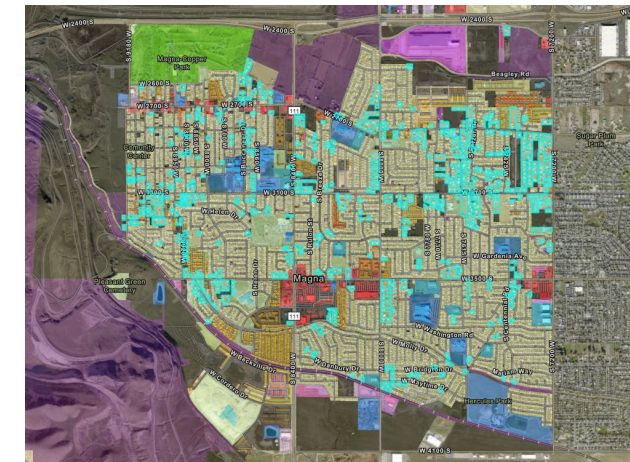
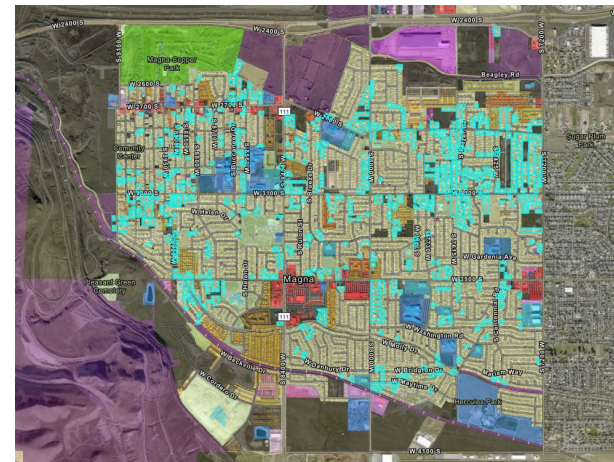
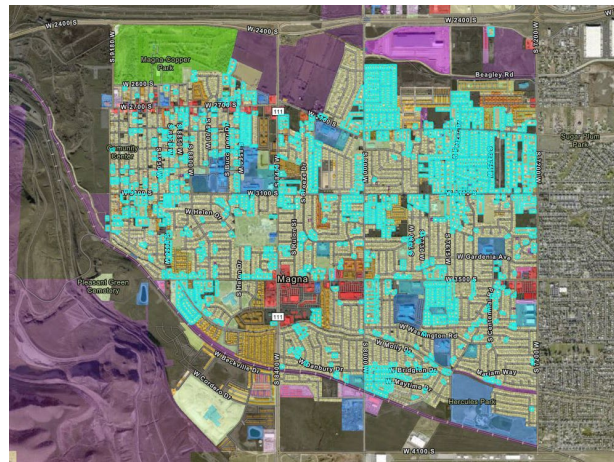
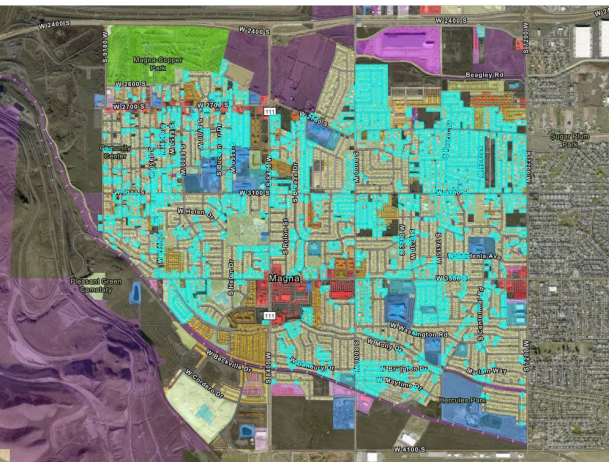
**All Single-Family Residential
Parcels**
6,823

**Parcels Equal to or Greater than
6,000 sqft**
5,980 (87%)

**Parcels Equal to or Greater than
7,000 sqft**
3,979 (58%)

**Parcels Equal to or Greater than
8,000 sqft**
2,622 (38%)

Attachment #1 - Map of Lot Sizes



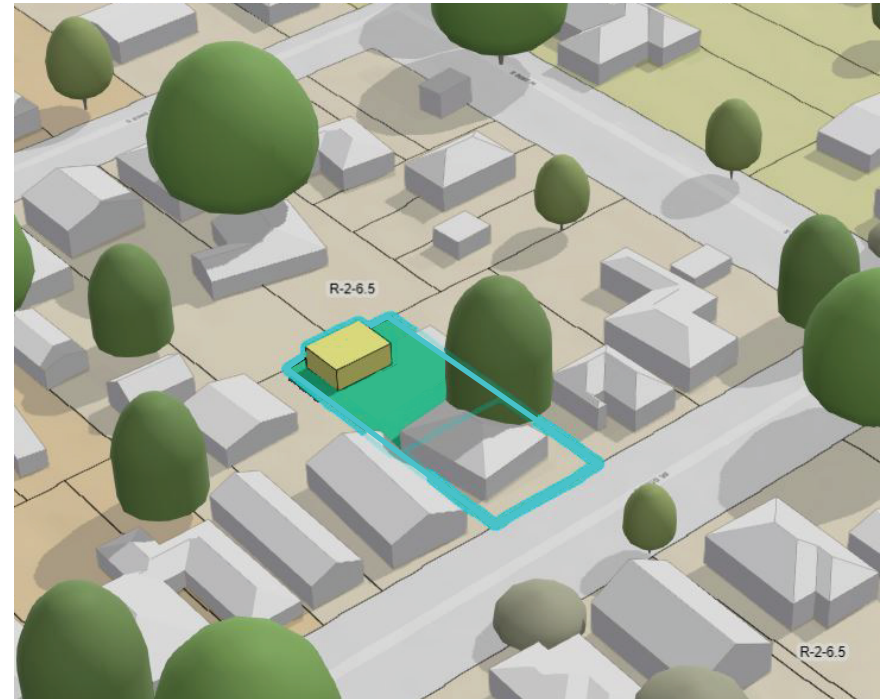
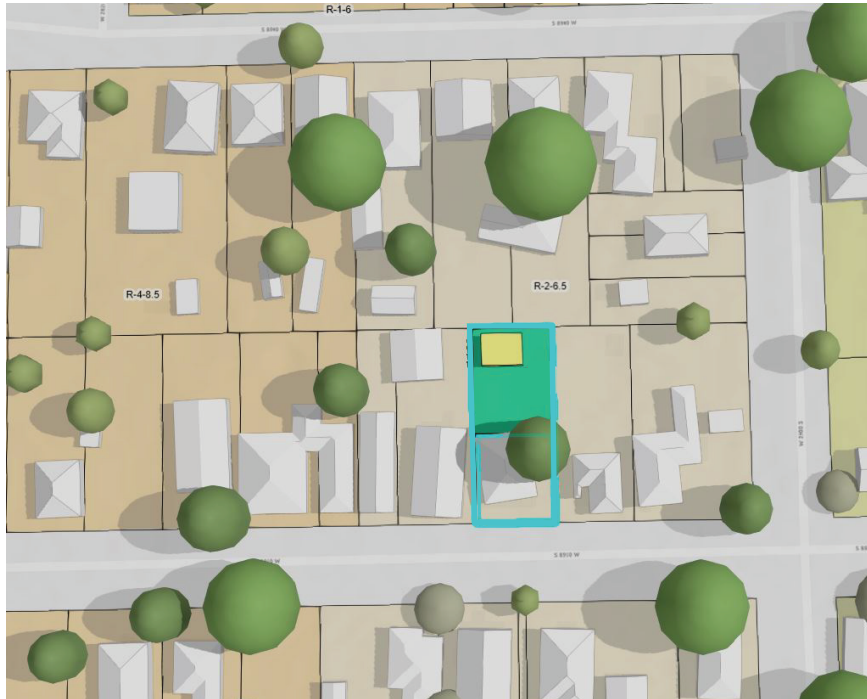
**Parcels Equal to or Greater than
9,000 sqft**
1,872 (27%)

**Parcels Equal to or Greater than
10,000 sqft**
1,515 (22%)

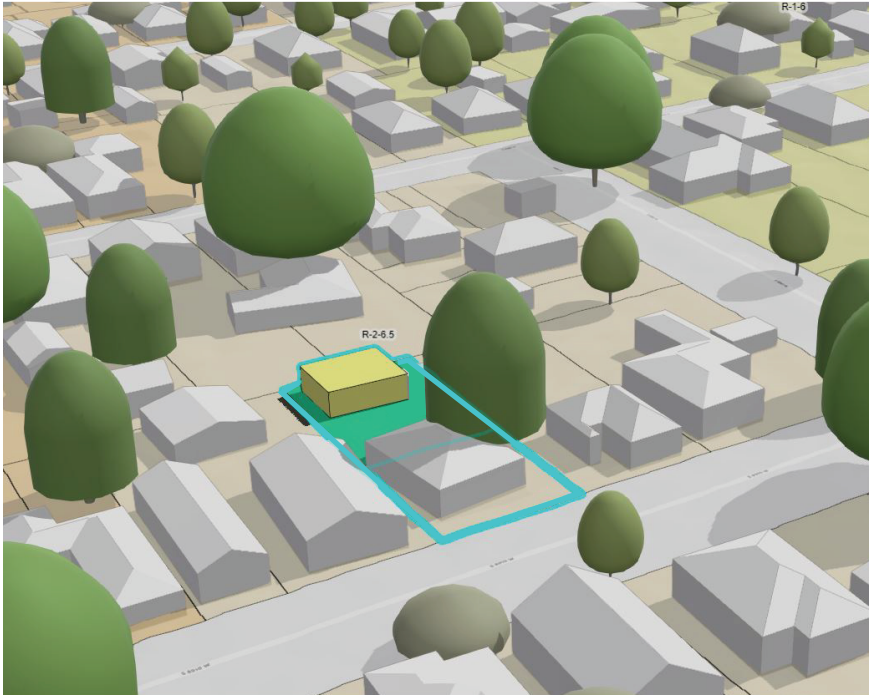
**Parcels Equal to or Greater than
11,000 sqft**
698 (10%)

**Parcels Equal to or Greater than
12,000 sqft**
551 (8%)

6,000 sqft Lot with a 500 sqft ADU



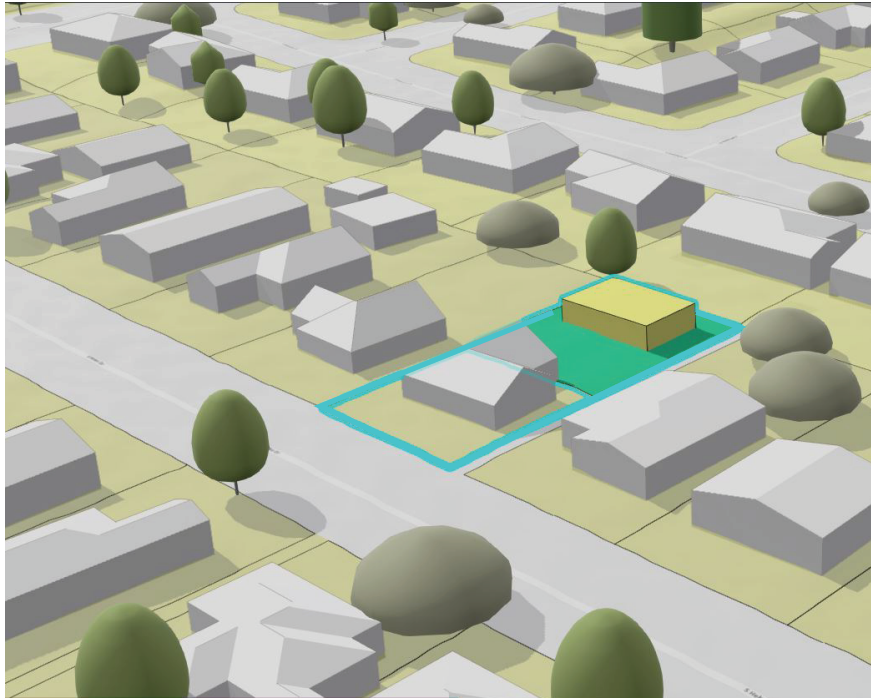
6,000 sq ft lot with ADU that covers 25% of the rear yard



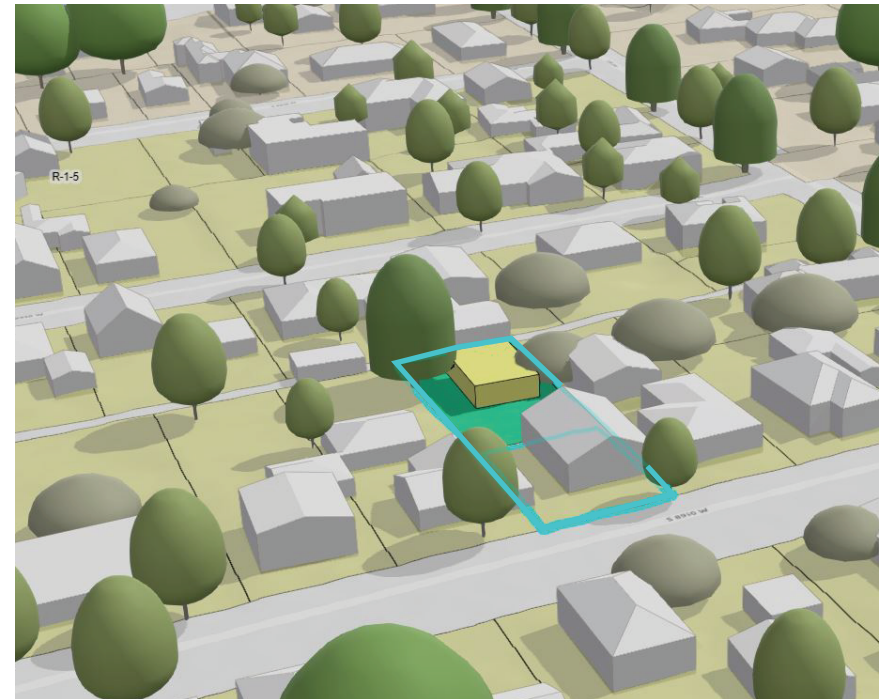
7,000 sq ft lot with ADU that covers 25% of the rear yard



8,000 sq ft lot with ADU that covers 25% of the rear yard



9,000 sq ft lot with ADU that covers 25% of the rear yard



MAGNA METRO TOWNSHIP

Ordinance No. 2024-O-03

Date: February 27, 2024

**AN ORDINANCE OF THE MAGNA METRO TOWNSHIP COUNCIL AMENDING
MINIMUM LOT SIZE REQUIREMENT PROVISIONS FOR DETACHED ACCESSORY
DWELLING UNITS**

WHEREAS, the Greater Salt Lake Municipal Services District provides services to the five Metro Townships in the Salt Lake Valley, unincorporated areas, and the Town of Brighton; and

WHEREAS, the Magna Metro Township adopted each county ordinance in effect at the time of its incorporation pursuant to Utah Code Ann. Subsection 10-2a-414(3) and has authority to amend or repeal the county ordinance when it determines it is necessary; and

WHEREAS, the Magna Metro Township is a municipality and has authority to regulate detached accessory dwelling units in general pursuant to Utah Code Ann. Subsection 10-3c-103 (2);

WHEREAS, Magna Metro Township has authority to amend zoning ordinances pursuant to Utah Code Ann. § 10-9a-503 in accordance with the Municipal Land Use, Development, and Management Act, (“MLUDMA”), Title 10, Section 9a, Utah Code, to regulate the construction and location of detached accessory dwelling units; and

WHEREAS, the Council deems it necessary to amend its ordinances in order to allow Magna residents a reasonable opportunity to build detached accessory dwelling units to increase the affordable housing supply within the community; and for the protection and preservation of the public health, safety and general welfare.

NOW THEREFORE, BE IT ORDAINED BY THE MAGNA METRO TOWNSHIP COUNCIL as follows:

1. Title 19 Zoning: The following Section 19.42.030(B)(2) is hereby repealed and replaced in its entirety with the revised Section 19.42.030(B)(2) attached hereto as **Exhibit [or Attachment] A**
2. Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.
3. Effective Date. This Ordinance will take effect immediately upon posting and publication as required by law.

PASSED AND ADOPTED this 27th day of February 2024.

MAGNA METRO TOWNSHIP COUNCIL

By: Eric G. Barney, Mayor

ATTEST:

APPROVED AS TO FORM:

Lannie Chapman, Clerk/Recorder
Salt Lake County

METRO TOWNSHIP ATTORNEY

Voting:

Mayor Barney	voting _____
Council Member Prokopis	voting _____
Council Member Hull	voting _____
Council Member Sudbury	voting _____
Council Member Pierce	voting _____

SUMMARY OF

MAGNA METRO TOWNSHIP
ORDINANCE NO. 2024-O-03

On February 27, 2024, the Magna Metro Township Council enacted Ordinance No. 2024-O-03, adopting an amendment to Title 19 Zoning, repealing and replacing Section 19.42.030 (B)(2), reducing the minimum lot size requirement for detached accessory dwelling units to _____

A complete copy of Ordinance No. 2024-O-03 is available in the office of the Magna Township Clerk, 2001 South State Street, N2-700, Salt Lake City, Utah. The official zoning map of Magna Metro Township is maintained by the Municipal Services District of Greater Salt Lake and is available for viewing at MSD.utah.gov.

(Complete as Applicable)

Date ordinance summary was published on the Utah Public Notice Website per Utah Code §10-3-711: _____

Effective date of ordinance: _____

EXHIBIT A

19.42.030(B)(2) Allowable Areas and Zones

2. Detached Accessory Dwelling Units (DADU) are a permitted use in the R, A and PC zones as identified in the use tables in this Title. A detached ADU may be constructed on lots with at least 6,000 square feet or greater if the detached ADU does not exceed 300 square feet of floor area. A detached ADU may be constructed on lots with an area of 7,000 square feet or greater. Detached ADUs in a PC Zone are permitted on lots with a minimum area of 6,000 square feet if Magna has approved design standards for the same. A detached ADU is subject to the lot coverage and maximum rear yard coverage limits for accessory structures.

Administration

Magna Township FY 2025

Administration SUMMARY	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Account Name				
Administration wages	\$ 108,385	\$ 180,000	\$ 180,000	0.0%
Council wages	60,000	60,000	60,000	0.0%
Employee benefits	37,257	74,000	74,000	0.0%
Awards, recognition	1,833	2,000	2,000	0.0%
Subscriptions, memberships	16,896	18,080	18,080	0.0%
Printing/publications/advertising	2,347	8,000	8,000	0.0%
Travel/mileage	1,058	6,500	6,500	0.0%
Office expense and supplies	1,385	10,000	10,000	0.0%
Computer equipment/software	2,265	10,000	10,000	0.0%
Attorney-civil	60,953	80,000	80,000	0.0%
Attorney-land use	-	30,000	30,000	0.0%
Training and seminars	1,380	15,000	15,000	0.0%
Web page development/maintenance	6,300	35,000	35,000	0.0%
Software/streaming	10,145	5,000	5,000	0.0%
Payroll processing fees	892	1,100	1,100	0.0%
Grant charged expense	4,000	-	-	0.0%
Communications	-	10,000	10,000	0.0%
Contributions/special events	76,609	172,000	172,000	0.0%
Insurance	17,751	26,000	26,000	0.0%
Workers comp insurance	974	1,500	1,500	0.0%
Postage	66	20,000	20,000	0.0%
Professional and technical	104,414	128,204	128,204	0.0%
UFA emergency services	45,569	47,500	47,500	0.0%
Grant related	4,500	-	-	0.0%
SL (Client) county support services	12,498	100,000	100,000	0.0%
Equipment/computer purchases	287	5,000	5,000	0.0%
Alcohol remediation	-	17,000	17,000	0.0%
Rent/remodel/utilities	15,000	100,000	100,000	0.0%
Non classified expenses	16	5,000	5,000	0.0%
Totals:	\$ 592,780	\$ 1,166,884	\$ 1,166,884	0.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Employee benefits				
Account Number:				
Line Item Description Detail				
Council benefits	11,000	11,000	11,000	0.0%
Administrator benefits	26,257	63,000	63,000	
Totals:	37,257	74,000	74,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	37,257	74,000	74,000	0.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Awards, recognition				
Account Number:				
Line Item Description Detail				
	1,833	2,000	2,000	0.0%
Totals:	1,833	2,000	2,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	1,833	2,000	2,000	0.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Subscriptions, member				
Account Number:				
Line Item Description Detail				
AICP - Planning Commission	16,896	740	740	0.0%
AICP - Council		340	340	0.0%
Utah League of Cities & Towns		15,000	15,000	0.0%
Miscellaneous		2,000	2,000	0.0%
Totals:	16,896	18,080	18,080	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	16,896	18,080	18,080	0.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Contributions/special				
Account Number:				
Line Item Description Detail				
Magna 4th of July	76,609	65,000	65,000	0.0%
Magna town council		5,000	5,000	0.0%
Magna chamber of commerce		5,000	5,000	0.0%
Magna - Yuzawa educational		25,000	25,000	0.0%
Magna in motion		7,000	7,000	0.0%
Arts council of Magna		-	-	0.0%
Events		50,000	50,000	0.0%
UPD youth academy		5,000	5,000	0.0%
UPD court		10,000	10,000	0.0%
Totals:	76,609	172,000	172,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	76,609	172,000	172,000	0.0%

Administration

Magna Township FY 2025

Fund: General	Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration				
Account Name: Insurance				
Account Number:				
Line Item Description Detail				
General liability	17,751	25,000	25,000	0.0%
Fidelity bonding		1,000	1,000	0.0%
Totals:	17,751	26,000	26,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	17,751	26,000	26,000	0.0%

Administration

Magna Township FY 2025

Fund: General		Actual FY 2023	Final Budget FY 2024	Tentative Budget FY 2025	% Diff.
Department: Administration					
Account Name: Rent/remodel/utilities					
Account Number:					
Line Item Description Detail					
Webster Center	15,000	18,000	18,000	18,000	0.0%
Utilities		40,000	40,000	40,000	
Remodel		42,000	42,000	42,000	
Totals:	15,000	100,000	100,000	100,000	0.0%
Additions					
	-	-	-	-	0.0%
Totals:	-	-	-	-	0.0%
Deletions					
	-	-	-	-	0.0%
Totals:	-	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	-	0.0%
Proposed New Budget:	15,000	100,000	100,000	100,000	0.0%

MAGNA METRO TOWNSHIP

RESOLUTION NO.: 2024-02-02

DATE: February 27, 2024

**A RESOLUTION OF THE MAGNA METRO TOWNSHIP COUNCIL
APPROVING A CONTRACT BETWEEN MAGNA METRO
TOWNSHIP AND POSITIVE IMPACT CONSULTING LLC (RORI L
ANDREASON) FOR ADMINISTRATIVE 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, the Magna Metro Township Council desires to retain the services of Rori L. Andreason (Positive Impact Consulting LLC) to provide Administrative Services to the Magna Metro Township; and

WHEREAS, the attached agreement was negotiated between Positive Impact Consulting LLC and Magna to fulfill Magna’s needs for administrative services.

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

1. The Council approves and adopts the attached contract for Administrative Services from Positive Impact Consulting LLC (Rori L. Andreason), 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 27th day of February 2024.

MAGNA METRO TOWNSHIP:

ERIC G. BARNEY, MAYOR

ATTEST

LANNIE CHAPMAN
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER

APPROVED AS TO FORM:

PAUL H. ASHTON
METRO TOWNSHIP ATTORNEY

VOTING BY COUNCIL:

MAYOR ERIC BARNEY voting _____

TRISH HULL voting _____

MICK SUDBURY voting _____

STEVE PROKOPIS voting _____

AUDREY PIERCE voting _____

ATTACHMENT "A"

AGREEMENT BETWEEN

MAGNA METRO TOWNSHIP

And

RORI L. ANDREASON, POSITIVE IMPACT CONSULTING 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 February 27, 2024, by and between Magna Metro Township, a political subdivision of the State of Utah (the “Metro Township”), and Rori L. Andreason, Positive Impact Consulting LLC, located at 3933 West Donalbain Street, South Jordan, UT 84009 (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 other service providers, the Company will undertake and perform the administrative and legislative work needed on behalf of the Metro Township 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 services described herein at the following rate:

-- \$1,500.00 per month.

B. Costs. All reasonable costs for copying, travel, research, and other necessary items will be billed at the usual rate. Mileage reimbursement will be paid for use of Company’s vehicle, at no more than the accepted rate set by the IRS, for travel reasonably required for their work on behalf of the Metro Township. 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 services and costs shall not exceed \$20,000 per calendar year. If, as a result of additional work needed, it becomes clear the budget threshold shall be exceeded, the Company shall notify the Metro Township of the situation and shall not perform such work until the situation is resolved. At the time of the notification the Metro Township may budget, or make available through budget transfers, additional funds for this Agreement, terminate the Agreement as provided below, or take such other action, as it deems appropriate.

3. TERM.

This Agreement shall have a term of three (3) years, unless otherwise terminated as set forth below, with an option to renew for an additional two years upon 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.

The Company may be retained to represent other Metro Townships, or other governmental entities. To the extent work performed mutually benefits all such entities the cost for services will determined in the

sole discretion of the Company. Although the Company does not see any direct conflicts in its work for different entities, any conflicts that might exist, either in the present, or future, are hereby waived by the Metro Township unless notice to the contrary is given in writing to the Company, in which event the Company will defer to legal counsel and recuse on the issue under conflict until it is resolved or waived.

5. INDEMNIFICATION.

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

6. GOVERNMENTAL IMMUNITY AND INSURANCE.

The Metro Township is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah ("Act"), Utah Code Ann. §§ 63G-7-101, et. seq. (1953, as amended). The Parties agree that Metro Township shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. To the extent allowed by law or contract, the Metro Township will cover the Company for all work product created and work duties performed on behalf of, and under the direction of the Metro Township under the Act or general liability insurance policies.

7. NON-FUNDING CLAUSE.

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

performance under this Agreement, the Metro Township shall promptly notify Company of said non-funding and the termination of this Agreement, and in no event, later than 30 days prior to the expiration of the fiscal year for which funds were appropriated.

8. AGENCY.

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

9. NO OFFICER OR EMPLOYEE INTEREST.

It is understood and agreed that no officer or employee of the Metro Township has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of the Company or any member of 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.

10. ETHICAL STANDARDS.

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

employee or former Metro Township officer or employee to breach any of the ethical standards set forth in State statute or Metro Township ordinances.

11. CAMPAIGN CONTRIBUTIONS.

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

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

13. TERMINATION.

- A. Termination for Default. Metro Township may terminate this Agreement for an "Event of Default" as defined, upon written notice from Metro Township to Company.
- B. Termination by Company for Default. The Company may terminate this Agreement for an Event of Default upon written notice from Attorney to Metro Township.
- C. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment hereunder when the same becomes due and such failure continues for a period of thirty (30) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.
- D. Force Majeure. Neither party shall be liable for a failure to perform any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Company or Metro Township shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.
- E. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.
- F. Termination for Convenience. 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.

14. COMPLIANCE WITH LAWS.

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

15. NON-DISCRIMINATION.

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

16. LABOR REGULATIONS AND REOUIREMENTS.

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

17. CONFIDENTIALITY.

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

18. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT.

Company acknowledges that Metro Township is a governmental entity subject to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101, et seq. As a result, Metro Township is required to disclose certain information and materials to the public, upon request. The

Company agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the Mayor of the Metro Township with notice also being provided to legal counsel for the township, if any.

19. INTERPRETATION.

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

20. ASSIGNMENT.

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

21. SUBCONTRACTING.

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

22. NOTICES.

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

Metro Township:

Eric G. Barney, Mayor
Magna Metro Township
8952 West Magna Main Street
Magna, UT 84044

Company:

Rori L. Andreason
Positive Impact Consulting LLC
3933 West Donalbain Street
South Jordan, UT 84009

23. TIME.

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

24. ENTIRE AGREEMENT.

Metro Township and Company acknowledge and agree that this Agreement constitutes the entire integrated understanding between the parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement except as set forth in this Agreement, and any prior agreements, representations or understandings by and between the parties from the effective date of this Agreement shall be null and void. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

25. GOVERNING LAW.

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

26. DISPUTES.

Disputes. Any controversy, claim or dispute in the course and scope of this Agreement or its breach, termination, enforcement, interpretation or validity, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salt Lake City, Utah, before a sole arbitrator. "Disputes" shall include, without limitation, those involving fees, costs, billing, claims of negligence, and breach of ethical or fiduciary duties. The American Arbitration Association (AAA) shall

administer the arbitration pursuant to its Commercial Arbitration Rules and Supplementary Procedures for Large, Complex Disputes. The arbitration proceedings and record will be confidential and closed to the public. The arbitrator must be a member in good standing of the Utah State Bar. The arbitrator shall, in the Award, allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorney's fees of the prevailing party, against the party who did not prevail. Judgment on the Award may be entered in any court having jurisdiction.

27. COUNTERPARTS.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or scanned e-mail shall be deemed an original signed copy of this Agreement.

AGREED TO BY THE MAGNA METRO TOWNSHIP COUNCIL ON THIS 27TH DAY OF FEBRUARY, 2024.

FOR THE MAGNA METRO TOWNSHIP

ERIC G. BARNEY, MAYOR

Attest:

METRO TOWNSHIP CLERK/RECORDER

APPROVED AS TO FORM:

METRO TOWNSHIP ATTORNEY

AGREED BY COMPANY:

DATE: _____ SIGNATURE: _____

Consulting Services Agreement

Scope of Services

Administrative and Communication Services requested by the City or recommended by the Consultant with approval from the City.

The proposed contract services would encompass the following key areas:

1. **Meeting Management:** Prepare and post meeting agendas, resolutions, ordinances, and agreements as needed.
2. **Records Management:** Conduct records management indexing maintenance, including Resolutions, Ordinances, Agreement/Contracts, and Official Records.
3. **Municipal Code Audit:** Conduct a comprehensive Municipal Code Audit to ensure the codification of all ordinances.
4. **Website Enhancement:** Upgrade the current city website, including the addition of official records for transparency (Resolutions, Ordinances, Public Notices, RFPs, Minutes, Packets, Planning Commission Meeting Packets and Minutes).
5. **Public Notices Management:** Manage public notices for the township, including election notices.
6. **Communication and Public Relations:** Public Information Officer duties, to include City branding (including city stationery, business cards, and communication). Distribution of postcards (as often as deemed appropriate). Publication of events on the website and Facebook with pictures of each event. And additional efforts to engage residents and improve public relations.
7. **Seasonal Engagement:** Distribution of Christmas cards and other projects as needed.

APR
12



FIRE SCHOOL 101



When: April 12th

Where: UFA Training Tower

This is an exciting event connecting Community Leaders and Firefighters on a new level.

Experience "A Day in the Life" of a Firefighter while you are paired with a Firefighter host who will assist you through the activities of the day and can answer your questions.

Use the QR code to RSVP or go to www.local1696.org

