



**MAGNA CITY COUNCIL
MEETING AGENDA
February 24, 2026**

Webster Center
8952 West Magna Main Street
Magna, Utah 84044

PUBLIC NOTICE IS HEREBY GIVEN that the Magna City Council will hold a meeting for presentation, discussion, and possible action at **6:00 PM** on the **24th day of February 2026** 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.**

Approximate Meeting Time Length: 100 minutes

6:00 PM – PUBLIC MEETING

1. CALL TO ORDER
2. Determine Quorum
3. Pledge of Allegiance

4. **PUBLIC COMMENTS (Limited to 2 minutes per person)**

Anyone who wants to speak on an item that is not on the public hearing agenda must sign up and will be called in order. Please state your name. Councilmembers will not respond during public comments, but city staff will follow up if needed. Questions can be submitted using the QR code at the entrance.

Comments are limited to two (2) minutes.

5. **STAKEHOLDER REPORTS**

- A. Unified Police Department - ***Chief Del Craig*** (5 minutes)

6. **CONSENT AGENDA** (5 minutes)

- A. Approve City Council Meeting Minutes
 - 1) February 10, 2026 City Council Meeting

7. **PRESENTATION ITEMS**

- A. Quarterly Financial Report – ***Stewart Okobia, CFO*** (10 minutes)
- B. Preliminary Capital Budget – ***Tamaran Woodland, Assistant City Engineer*** (10 minutes)

8. **COUNCIL BUSINESS**

- A. Discussion and Potential Action Regarding Magna STEAM Academy and a Commemorative Name Change to 3100 South – ***Magna STEAM Academy and Council Member Megan Olsen*** (5 minutes)
- B. Discussion and Potential Action Regarding Approval of Agreement with MyHometown – ***Mayor Mick Sudbury*** (5 minutes)
- C. Discussion and Potential Action on **Ordinance 2026-O-04**, Approving a Surplus Property Policy for the City of Magna – ***Claire Gillmor, Assistant City Attorney*** (5 minutes)

- D. Discussion and Potential Action Regarding Approval of Lincoln Hill Partners Contract – *David Brickey, City Manager* (5 minutes)
- E. Discussion and Possible Action Regarding the Selection of Members for the Planning Commission and Traffic and Safety Committee – *David Brickey, City Manager* (20 minutes)
- F. Discussion and Possible Action Regarding Possible Improvements to the Webster Center – *Mayor Mick Sudbury* (10 minutes)

9. MANAGER/CITY ATTORNEY UPDATES (10 minutes)

- A. City Manager Updates – *David Brickey, City Manager*
- B. City Attorney Updates – *Nathan Bracken, City Attorney*

10. COUNCIL REPORTS (10 minutes)

11. CLOSED SESSIONS IF NEEDED AS ALLOWED PURSUANT TO UTAH CODE §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 listed in Utah Code §52-4-205

12. ADJOURN

ZOOM WEBINAR: Magna City Council Meeting

When: February 24, 2026, 06:00 PM Mountain Time (US and Canada)

<https://us06web.zoom.us/j/87125783065?pwd=qGJpbcYeym8glgEIUdS6RH8GsIA8p9.1>

Webinar ID: 871 2578 3065

Webinar Passcode: 729950

Successful sign-in to a Zoom account is required to access this webinar, one can be created for free at any time on the Zoom website or mobile/desktop app.

Upon request with three (3) working days' notice, the Greater Salt Lake Municipal Services District, in support of Magna City, will make reasonable accommodations for participation in the meeting. To request assistance, please call (385) 377-9466 – TTY 711.

A copy of the foregoing agenda was posted at the following locations on the date posted below:

Magna City website at <https://magna.utah.gov/> and the Utah Public Notice Website at

<https://www.utah.gov/pmn/>. Pursuant to State Law and Magna Ordinance, Councilmembers may participate electronically. Pursuant to Utah Code § 52-4-205, parts of meetings may be closed for reasons allowed by statute.

POSTED: February 20 , 2026

**AN ORDINANCE OF THE MAGNA CITY COUNCIL (“the Council”)
REPEALING AND REPLACING MAGNA CITY CODE CHAPTER 3.36
PROPERTY DISPOSAL**

RECITALS

WHEREAS, Utah Code Ann. § 10-8-2(1)(a)(iii) authorizes the Council to purchase, receive, hold, sell, lease, convey, and *dispose* of real and personal property for the benefit of the municipality; and

WHEREAS, Chapter 3.36 of the Magna City Code was enacted when Magna was a Metro Township and includes several references to Salt Lake County, which are outdated and inaccurate since Magna’s incorporation as a municipality; and

WHEREAS, the Council desires to repeal and replace Chapter 3.36 of the Magna City Code with the enactment of updated requirements for the disposal of municipal property; and

WHEREAS, the Council has determined that the requirements for the disposal of municipal property set forth in Attachment A will serve the best interests of Magna City and the general public.

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

1. Repeal/Enact. Chapter 3.36 of the Magna City Code is hereby repealed. Chapter 3.36 is hereby enacted in substantially the form set forth in Attachment A of this Ordinance, subject only to administrative or grammatical corrections.
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. Direction to Staff. Staff are authorized and directed to: (i) Correct any administrative or grammatical errors within this Ordinance and Attachment A; and (ii) Codify and publish this Ordinance and Attachment A pursuant to all governing law, including, but not limited to, Utah Code Annotated § 10-3-711.
4. Effective Date. This Ordinance will take effect immediately upon posting pursuant to Utah Code Annotated § 10-3-712.

{Execution on the following page}

PASSED AND ADOPTED this 24th day of February, 2026.

MAGNA CITY

By: _____
Mick Sudbury, Mayor

ATTEST

APPROVED AS TO FORM

Diana Baun, Recorder

MAGNA ATTORNEY

Voting:

Council Member Prokopis voting	_____
Council Member Olsen voting	_____
Council Member George voting	_____
Council Member Pierce voting	_____
Council Member Jensen voting	_____

<p>Date ordinance summary was posted to the Magna City website, the Utah public Notice Website, and in a public place within Magna City per Utah Code §10-3-711: _____</p> <p>Effective Date of Ordinance: _____</p>

SUMMARY OF
MAGNA CITY
ORDINANCE NO. 2026-O-04

On February 24, 2026, the Magna City Council approved Ordinance No. 2026-O-04, repealing and replacing Chapter 3.36 of the Magna City Code.

By: Mick Sudbury, Mayor

ATTEST

APPROVED AS TO FORM

Diana Baun, Recorder

City Attorney

Voting:

Council Member Prokopis voting _____
Council Member Olsen voting _____
Council Member George voting _____
Council Member Pierce voting _____
Council Member Jensen voting _____

A complete copy of Ordinance No. 2026-O-04 is available in the office of the Magna City Recorder, 860 Levoy Drive, Suite 300 Taylorsville, UT 84123.

Attachment A

CHAPTER 3.36 PROPERTY DISPOSAL

3.36.010 Purpose and Implementation: The Ordinance shall establish an efficient and effective method for disposal of Magna City property. This Ordinance directs the timely, efficient, cost-effective, transparent and safe disposition of City property in a manner consistent with the best interests of Magna City.

3.36.20 Definitions: The following definitions will apply for the purposes of this Chapter:

- A. “Disposal” means the conveyance, transfer, or discard of Public Property.
- B. “Public Property” means, consistent with Utah Code Ann. § 76-8-101(5)(a) or applicable successor statute, real or personal property that is owned, held, or managed by the City, including real or personal property that is transferred by the City to an independent contractor which remains public property while in the possession of an independent contractor of the City for the purpose of providing a program or service for, or on behalf of the City.
- C. “Surplus Personal Property” means any Public Property including vehicles, that is not real property, that is no longer needed now or in the foreseeable future, or that is no longer of value or use to the City.
- D. “Surplus Real Property” means any Public Property that is real property, that is no longer needed now or in the foreseeable future, or that is no longer of value or use to the City.

3.36.030 Authority: Pursuant to Utah Code Ann. § 10-8-2, the City may purchase, receive, hold, sell, lease, convey, and dispose of real and personal property for the benefit of the municipality, whether the property is within or without the municipality's corporate boundaries, if the action is in the public interest and complies with other law.

3.36.040 Inventory of Public Property: The City shall keep and maintain an inventory of Public Property valued in excess of \$ [REDACTED].

3.36.050 Surplus Personal Property

- A. Surplus Personal Property Valued Less than \$ [REDACTED]: The City Manager shall have the authority to dispose of Surplus Personal Property with a value of less than \$ [REDACTED]. The City Manager may sell, trade, or properly discard in accordance with the disposal method that provides the greatest benefit to the City. The City Manager shall deposit all proceeds in the applicable City fund and shall not sell for less, or assign a trade value of less than fair market value.

B. Surplus Personal Property Valued in Excess of \$ [REDACTED]: The City Council shall have the authority to dispose of Surplus Personal Property with a value in excess of \$ [REDACTED] through any, or a combination of, the following means and methods:

- Sell or transfer to another governmental agency. If the asset is transferred to another agency the City should document how the transfer provides benefit to the entity or the citizens it serves.
- Acceptance of a cash offer that constitutes fair market value in accordance with at least three different independent appraisals or expert opinions.
- Auction the item on the City's webpage, eBay, or via live auction. The City will be responsible for all costs associated with this option, and must allocate sufficient resources from a departmental budget line-item for this purpose. The City Manager will coordinate the auction if eBay is used.
- Sell the item through a sealed-bid process.
- Trade the item in for new replacement equipment.
- Surplus via Utah Division of Purchasing and General Services
- Dispose as scrap metal if the items is broken, unusable, and/or hazardous.
- Properly discard the item if the item is broken, unusable, and/or hazardous.
 - ✓ Documentation and pictures must be provided for an item to be discarded.
 - ✓ Discarding the item(s) being surplusd is the last option to be used unless the item is broken, unusable or has no commercial, salvage or donation value and/or the City has exhausted all other options for disposal.

If the item is sold or transferred, the receiving individual or party must sign a liability waiver. If the City is responsible for the pick up or transfer of the item, it must obtain the signature of the individual or party receiving the item on the waiver and forward the waiver to the City Recorder to maintain documentation of the sale.

C. Vehicles: For vehicles being surplusd, the City shall attach a printout from Kelly Blue Book with the estimated value of the vehicle to keep with the disposal documentation.

D. Proceeds: Proceeds from the sale of Surplus Personal Property shall be deposited in a City fund as determined by the City Council.

3.36.060 Surplus Real Property: The disposal of all Surplus Real Property requires approval of the City Council.

A. Significant Parcel of Real Property: Surplus Real Property greater than one (1) acre in size shall be considered a "significant parcel of real property," Prior to the disposal of a significant parcel of real property, the City shall provide an opportunity for the public to comment on the proposed disposal and public notice as a class A notice under Utah Code Ann. § 63G-30-102, for at least 14 days prior to the opportunity for public comment.

B. Disposal: The City Council may dispose of Surplus Real Property by any means or methods that provides the City with the fair market value of the Surplus Real Property. Further, fair market value for the Surplus Real Property may be provided to the City in cash, other real

property of equal or greater value, or another benefit that provides value equal to the fair market value of the Surplus Real Property. The fair market value of the Surplus Real Property shall be determined by at least one appraisal by a qualified and accredited real estate appraiser.

- C. Records: The City Recorder shall keep and maintain all records associated with the disposal of the Surplus Real Property, including, but not limited to: appraisals, contracts, correspondence, and other documentation evidencing the City's compliance with this Chapter.

3.36.070 Unlawful Disposal: It shall be unlawful for the City, or any City staff or elected official, to dispose of Surplus Personal Property or Surplus Real Property by any means or methods not specifically set forth herein this Chapter. Further, it shall be unlawful for any City staff or elected official to personally benefit from the disposal of Surplus Personal Property or Surplus Real Property.

Community Initiative Cooperation Agreement

Contract Number

Page Number

The Church of Jesus Christ of Latter-day Saints

1 of 14

CITY (Utah)

City Phone Number:

City Address:

City Email

Effective Date

This COMMUNITY INITIATIVE COOPERATION AGREEMENT (this “**Agreement**”) is made between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (“**Donor**”), and [CITY], a political subdivision of the State of Utah (“**City**”), to be effective as of _____ (the “**Effective Date**”).

RECITALS

- A. Donor is a tax-exempt 501(c)(3) organization affiliated with the worldwide religious denomination The Church of Jesus Christ of Latter-day Saints (the “**Church**”). Donor conducts the nonprofit business of the Church in support of its religious, charitable, educational, and humanitarian purposes.
- B. City is a political subdivision of the State of Utah and is classified as a _____ [city of the first class, second class, etc] under Utah Code § 10-2-301.
- C. City sponsors, organizes, and manages a number of programs and events designed to benefit, assist, and improve the quality of life for individuals living within or near its borders. City often is in need of assistance from volunteers and/or physical space where it can hold its Community Initiatives. As used in this Agreement, “**Community Initiatives**” is defined to include Operation My Hometown and other programs or events organized and operated by City where Donor provides some type of assistance.
- D. The parties desire to cooperate to fulfill their respective purposes.

The parties THEREFORE agree as follows:

AGREEMENT

1. THE PROJECT. Pursuant to the terms of this Agreement, Donor agrees to assist with recruiting volunteers and allow City to use certain real property Facilities (defined below) owned by Donor, and City agrees to screen, conduct any necessary background checks, train, and supervise volunteers, and take all reasonable steps when operating Community Initiatives other than Donor Events (defined below).

2. DONOR’S CONTRIBUTIONS. Donor will make the following contributions to City in support of City’s Community Initiatives:

(a) **Volunteers.** Donor will assist City in recruiting volunteers from the community who are willing to help with City’s Community Initiatives, including those willing to volunteer on an ongoing basis for at least one year (“**Ongoing Service Volunteers**”) and those willing to assist with project-specific Community Initiatives that occur on a less frequent basis (“**Project Volunteers**”). Donor will gather and provide City with the names and contact information of potential Ongoing Service Volunteers. Donor will publicize and recruit Project Volunteers but is not required to provide lists of names in advance. City will conduct the level of review, vetting, background checks, approval, and training it feels necessary pursuant to Section 3(b). Subject to Section 3(b), Donor will designate one or more volunteer coordinators to liaise with City regarding City’s volunteer needs.

(b) **Community Resource Center(s) and Facilities.** Donor owns improved real property within City boundaries and will identify one or more properties as potential Community Resource Center(s) (“**Center(s)**”). The Parties will consult and agree as to which identified property or properties will be designated as a Center.

i. **Donor Events.** Donor will host community activities inside the Center(s) (“**Donor Events**”), which

could include, but are not limited to, classes or activities related to self-reliance, continuing education, personal enrichment, healthy living, sports, or other topics. Donor Events organized and operated by Donor will be in furtherance of City's Community Initiatives and Donor may use the name of any Community Initiative at the Center and in advertising.

- ii. **City Events.** With Donor's permission, City may use real property owned by Donor with the majority of each event occurring outside Center(s), (including but not limited to parking lots, pavilions, lawns, fields, etc.) for Community Initiatives (that real property, "**Facilities**"). Community Initiatives that take place on Facilities but that are organized and operated by City are "**City Events.**" City Events may include but are not limited to food bank pickup, neighborhood fun nights, dances, sports, health fairs, or other neighborhood events.
- iii. **Project Plan.** City will request permission to use Facilities by contacting Donor regarding the proposed use. If the parties agree, they will execute a **Project Plan**, substantially in the form attached as **Exhibit I**, which sets forth (1) the address of the Facilities and property name, if applicable; (2) the portions of the Facilities that City would like to use; (3) the name of the City Event(s) to be held at the Facilities; (4) a description of the City Event(s) ("**Program Objectives**"); (5) the City Event(s)' start and completion dates and times, including whether the City Event will be held weekly, monthly, or at another regular interval; (6) whether City is requesting any donations from Donor in connection with the City Event(s) and, if so, a description of the donated services ("**Services**"), Commodities (defined below), or Funds (defined below) to be provided by Donor; (7) the parties' primary contacts for the City Event(s); and (8) any special, unique, or limiting circumstances pertaining to the City Event(s). In addition, City will execute a Temporary Use Agreement ("**TUA**"). City's use of Facilities will be governed by this Agreement, the Project Plan, and the TUA executed by the City.

The parties acknowledge that, in many or most cases, Centers will be houses of worship and Facilities will be the property surrounding the houses of worship. The parties agree that any house of worship will remain a house of worship. Donor will maintain its religious symbols and may reserve any portions of any Center or Facility for its exclusive use at its sole discretion.

No Center or Facility, including but not limited to houses of worship, will be used by the City or its invitees or guests as a place of protest, demonstration, advertising, canvassing, proselytizing, commerce, merchandising, or politicking. Nor will any Center or Facility be deemed or become a forum for free speech during a Community Initiative or otherwise, whether public, designated, limited, or otherwise. Donor may, at its sole discretion, immediately terminate this Agreement as well as any Project Plan and TUA if anyone alleges, claims, or asserts that any Center or Facility is any type of forum for free speech.

(c) **Commodities.** City may request, and at Donor's discretion it may contribute, commodities such as food, clothing, hygiene supplies, or other items ("**Commodities**") to be distributed without charge to assist with Community Initiatives. Pursuant to Section 2(b), any agreement to contribute Commodities will be memorialized in a Project Plan, substantially in the form attached as **Exhibit I**.

(d) **Funds.** Either City or Donor may contribute cash ("**Funds**") to further assist with Community Initiatives. Pursuant to Section 2(b), any agreement to contribute Funds will be memorialized in a Project Plan, substantially in the form attached as **Exhibit I**.

3. CITY'S RESPONSIBILITIES. Except for Donor Events, City is solely responsible for operating its Community Initiatives, including but not limited to determining the means and methods for achieving City's purposes, including but

not limited to any objectives described in this Agreement or a Project Plan. City will be solely responsible for all aspects of planning, conducting, and operating Community Initiatives, including but not limited to determining the sufficiency of the Facilities (if applicable); supplying all necessary equipment and supplies; contracting with any necessary service providers; determining personnel and volunteer needs; vetting, training, assigning, and supervising volunteers; determining hours of operation; assessing risks and instituting safety and security protocols; etc. With regard to these duties, and except for Donor Events, City additionally expressly agrees, represents, and warrants as follows:

(a) **Operations.** As the party responsible for planning and operating Community Initiatives, City represents and warrants that its professional staff or designated volunteers have the experience and training needed to operate Community Initiatives consistent with industry best practices and all applicable government requirements. City further agrees that it will:

- i. Carefully review and reject or approve projects and events connected to Community Initiatives and keep records related to such review, rejection, or approval;
- ii. Promptly obtain and maintain any other permits, licenses, or government approvals that might be required for any Community Initiative;
- iii. Comply with industry best practices and any applicable professional standards;
- iv. Arrange for and train sufficient paid personnel or city-authorized volunteers ("**Staff**") to manage, monitor, and supervise any Community Initiative;
- v. Be solely responsible for the performance of its Staff, volunteers, and service providers;
- vi. Maintain records of Community Initiatives related to this Agreement according to applicable laws and professional standards and make such records available to Donor for inspection; and
- vii. Treat the personally identifiable information of any individuals participating in a Community Initiative in accordance with Utah law governing records held by a governmental entity.

(b) **Vetting, Training, and Managing Volunteers.** Except for Donor Events, City expressly agrees that it is solely responsible for vetting, training, assigning, and supervising volunteers, including all volunteers recruited by Donor. City will conduct appropriate checks into the backgrounds of all volunteers likely to interact with participants in Community Initiatives (in addition to any other screening City elects to conduct) and will exclude any volunteers who may reasonably pose a risk to others. Moreover, City will train and supervise volunteers in their roles and how to appropriately interact with participants to reduce risks. To the degree City enlists volunteers, such as Ongoing Service Volunteers or Donor's volunteer coordinators, to assist in training, coordinating schedules, facilitating assignments for volunteers, or otherwise assisting in Community Initiatives, City agrees that such coordinators will provide this assistance only under City's direction and control. Unless otherwise agreed by City and Donor, City will not require or permit volunteers to: handle cash; operate machinery or equipment without the necessary experience, training, or licensure; render professional services or opinions unless licensed; or interact unsupervised with children or vulnerable adults. Under no circumstances may volunteers provide babysitting or childcare services. City represents and warrants that volunteers are covered under City's policies of insurance, as provided in Section 3(h).

(c) **Equipment Provided by City.** City may, in its sole discretion, donate computers, furniture, or other equipment to assist in the operation of Centers or Facilities. City relinquishes all ownership rights to such items and the items will be considered a donation to Donor without any obligation or expectation that Donor pay

for, maintain, or return the items. To avoid confusion, City will provide a written inventory (email is sufficient) or confirm the accuracy of an inventory prepared by Donor (email is sufficient) listing the computers, furniture, and other equipment that is donated.

(d) **Abuse Reporting.** City will ensure that any allegation of abuse of which City becomes aware is timely reported to law enforcement authorities.

(e) **Commodities.** All Commodities provided for Community Initiatives will be distributed free of charge. In no event may Donor's Commodities be sold to anyone. City will not modify, remove, or replace the original labeling on any Commodities. All original labels must remain intact as received from Donor.

(f) **Unused Funds or Commodities; Redistribution.** If City uses less than all of the Donor-provided Funds or Commodities intended for a Community Initiative, City will, within 30 calendar days after the Completion Date stated in the applicable Project Plan, (i) return the unused Funds or Commodities to Donor according to Donor's instructions, (ii) reallocate the unused Funds or Commodities to a different Community Initiative as instructed by Donor, or (iii) redistribute them to a Subgrantee pursuant to Section 3(f).

(g) **Redistribution.** City will not redistribute Funds or Commodities to any other organization without Donor's prior written approval. Redistribution of Funds or Commodities will be permitted only if (i) the entity receiving the redistributed Funds or Commodities is a government agency or a public charity as defined under sections 501(c)(3) and 509(a) of the U.S. Internal Revenue Code (that agency or charity, a "**Subgrantee**"); (ii) City notifies Donor in writing of the proposed redistribution to Subgrantee; (iii) Donor approves the redistribution in writing within 14 calendar days; (iv) City does not charge a fee for the redistribution, except for reasonable shipping costs; (v) each Subgrantee agrees in writing to comply with the terms of this Section 3(f); and (vi) City's Reports, as required by Section 3(g), include the outcomes achieved by the redistribution.

(h) **Reports.** City will provide the following written reports and acknowledgments to Donor ("**Reports**") according to the deadlines specified below:

- i. An acknowledgment of the receipt of all Funds and Commodities provided by Donor within 7 calendar days after receipt. If Donor provides Funds or Commodities in separate installments or shipments, City will provide Donor with an acknowledgment after each installment or shipment.
- ii. Upon written request from Donor for each Community Initiative for which Donor provides Funds or Commodities, a project report within 30 calendar days after the Community Initiative's Completion Date. The project report must include information and data demonstrating (1) how City used the Facilities, Funds, and Commodities (as applicable), including reasonably verifiable information clearly showing that City used all Funds and Commodities consistent with Donor's and the Program Objectives and, if applicable, that the Funds and Commodities were used in the Community Initiatives; (2) how the Program Objectives were achieved; (3) the Community Initiative's Completion Date; and (4) the dates when City used all Funds and Commodities.
- iii. Any other reports as requested by Donor.

(i) **Insurance. Consistent** with the Governmental Immunity Act, the City will maintain any insurance coverage required by law during the term of this Agreement and, upon Donor's request, will deliver to Donor evidence of any such required insurance coverage.

4. COMMUNICATIONS BETWEEN THE PARTIES. Whenever practical, communications to a party regarding the day-

to-day operations of the Project will be made to the party's primary contact. Each party will inform the other promptly of any contact information changes

- i. The primary contact for Donor is:

Name:

Telephone:

Address:

Email address:

- ii. The primary contact for City is:

Name:

Telephone:

Address:

Email address:

5. RELATIONSHIP OF THE PARTIES. Nothing contained in the Agreement will be construed as making Donor and City partners, joint ventures, employer/employee, agents, alter egos, or representatives of each other or any other entity. City, its Staff, and volunteers are not employees of Donor now or in the future, nor are they entitled to statutory benefits of workers' compensation or unemployment charged to Donor or fringe benefits of any kind from or on Donor's behalf. Donor will have no ownership interest, management rights, obligations, or discretion with respect to City or its operations as a result of Donor's donations or assistance to Community Initiatives. Neither party will obligate the other for any debts or liabilities (except those expressly assumed hereunder) nor represent that it has authority to legally bind the other. The parties' relationship is non-exclusive. Donor may provide funds, commodities, services, and facilities to other parties, including funds, commodities, services, and facilities that are similar to those provided to City. The parties will provide information and documentation to each other as necessary to demonstrate their performance of their responsibilities under this Agreement and any amendments thereto. Donor may monitor Community Initiatives and City will permit Donor, at Donor's sole expense and upon reasonable notice, to inspect and audit City's operations, procedures, and business records relating to each Community Initiative or City Event.

6. WARRANTIES.

(a) **Mutual Warranties.** Each party represents and warrants that, as of the Effective Date and during this Agreement's term, (i) the party will comply with all international, federal, state, and local laws, rules, regulations, and ordinances applicable to its performance of, and the discharge of its duties under, this Agreement; (ii) the party has no disability, restriction, or prohibition that will interfere in any manner with its ability to enter into, fully comply with, and perform its responsibilities under this Agreement; (iii) the party's execution, delivery, and performance of this Agreement is authorized; and (iv) the undersigned representative is authorized to execute this Agreement on the party's behalf.

(b) **All Other Warranties Disclaimed.** Donor DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE FUNCTIONALITY, QUALITY, SAFETY, OR EFFECTIVENESS OF ANY COMMODITIES OR SERVICES PROVIDED FOR THIS PROJECT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. City accepts the Commodities and Services AS IS, WITH ALL FAULTS, and understands that Donor makes no representations, promises, or warranties regarding the Commodities' or Services' quality, functionality, or fitness for a particular purpose. Donor has used best efforts to find, purchase, or produce quality Commodities and Services, but Donor does not warrant or guarantee that any Commodity or Service will substantially comply with its intended purpose or design. City is responsible for conducting quality control by inspecting the Commodities and Services and verifying that each Commodity or

Service meets the intended need before use. For wearable Commodities, City will also launder and apply protective chemicals to sanitize or disinfect the Commodities before use, as City determines may be needed.

7. INDEMNIFICATION. City will indemnify, hold harmless, and defend Donor, its affiliates, officers, directors, agents, employees, and volunteers from and against all claims or actions arising out of (a) the acts or omissions of City, its officers, directors, agents, Staff, Ongoing Service Volunteers, Project Volunteers, or other volunteers (collectively, “**City’s Agents**”) under this Agreement; (b) the violation of law by City or City’s Agents; (c) City’s failure to obtain licenses, permits, permissions, copyrights, and any intellectual property rights associated with any and all photographs, stories, and other information related to a Project that City shares pursuant to Section 9; or (d) any breach of any other representation or warranty made by City under this Agreement.

8. LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES UNDER THIS AGREEMENT OR PROJECT PLAN. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY FOR ALL LOSSES, COSTS, LIABILITIES, DAMAGES, AND EXPENSES IN CONNECTION WITH A CLAIM UNDER THIS AGREEMENT OR PROJECT PLAN HEREUNDER WILL BE \$50,000.00 (USD) OR 10% OF THE TOTAL VALUE OF CASH OR COMMODITIES DONATED FOR A SPECIFIC COMMUNITY INITIATIVE OR CITY EVENT, WHICHEVER IS LESS, EXCEPT IN CONNECTION WITH (A) PERSONAL INJURY, LOSS OF LIFE, OR PHYSICAL DAMAGE TO PREMISES OR PROPERTY; (B) CASES OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; OR (C) ANY INDEMNIFIED CLAIM.

9. PUBLICITY; LICENSES. This Agreement does not affect the parties’ ownership of intellectual property rights or grant a license to use the parties’ intellectual property except as expressly set forth herein and only during the term of this Agreement, as follows:

(a) **License to My Hometown.** To the extent City owns any rights to the names “My Hometown,” “MyHometown,” “Operation My Hometown,” or “Operation MyHometown” and any logos connected to those names, City grants Donor a perpetual, world-wide, royalty-free, nonexclusive license to use such names in any format and for any purpose, including but not limited to using the names in connection with Community Initiatives, Donor Events, and similar programs or events in other cities, unless City directs otherwise in writing before the first use of any My Hometown name in a particular location.

(b) **Trademark License.** Upon prior written consent, each party may grant the other party a non-exclusive, non-transferable (except to affiliates), revocable license to use the party’s (or an affiliate’s) name, trademark, service mark, logo, and other identifying mark, authorized samples of which are attached as **Exhibit II** (collectively, the “**Logo**”) during this Agreement’s term solely for publicity approved in writing by the parties and to comply with such party’s obligations under this Agreement, and for no other purpose. Each such use of a party’s Logo will strictly comply with this Section 9 and such party’s brand guidelines. Either party may terminate the trademark license granted in this Section 9 with or without cause upon written notice.

(c) **Approval of Publicity.** Neither party may, without the other party’s prior written approval, advertise, publicize, or issue a press release containing any information regarding this Agreement or the parties’ relationship to any person, organization, or media entity. Absent such prior written approval, a party may not use the other party’s name or Logo in any way that implies endorsement of the party, its affiliates, or activities.

(d) **Nature of Publicity.** Whenever publicity is approved by a party, the other party will avoid any communications or activities that would imply or give the appearance of an endorsement of one party by the other or the Church beyond that stated in specific text approved in writing by the party or that might be inferred by the nature of a specific Project. City will immediately notify Donor in writing if City becomes aware of any

threatened or alleged infringement of Donor's intellectual property rights while executing a Community Initiative under this Agreement.

(e) **Use of Likeness.** If City shares photographs, stories, or other information regarding a Community Initiative with Donor, City (i) grants Donor a perpetual, nonexclusive license to use such photographs, stories, and other information in any format, including but not limited to social media, unless City directs otherwise in writing; (ii) authorizes Donor to use the name, image, likeness, voice, or other representation of City and City's Agents contained in the shared information in perpetuity, in all media, and in all territories, without compensation to City and City's Agents, in activities including, but not limited to, creating reports, training materials, and promotional materials for internal and public relations purposes; and (iii) represents that it has or will obtain any necessary licenses, permissions, copyrights, and any other intellectual property rights associated with any and all photographs, stories, and other information related to the Project.

10. CONFIDENTIAL INFORMATION.

(a) **Definition.** For purposes of this Agreement, "**Confidential Information**" means all information normally or reasonably considered to be private or confidential relating to the business, activities, or operations of a party or any affiliate thereof, including, but not limited to, trade secrets, know-how, research, and work product; business plans, policies, procedures, notes, agendas, presentations, calendars, meeting content, departmental plans, projects, and strategies; personnel and volunteer information; financial and legal information; and product and customer information. Confidential Information expressly includes information relating to the Church's membership, financial, or ecclesiastical affairs.

(b) **Obligations.** Each party receiving Confidential Information from the disclosing party will consider all such Confidential Information to be confidential and will not disclose any such Confidential Information to any other person unless the party furnishing the Confidential Information consents in writing to such disclosure. The receiving party will promptly notify the disclosing party of any unauthorized use or disclosure of the disclosing party's Confidential Information. Confidential Information will not include, and no obligation will apply to, information that (i) was known to the receiving party before being furnished by the disclosing party, (ii) was publicly known before disclosure, (iii) becomes known to the receiving party from a third party not under an obligation of secrecy to the party disclosing such information, or (iv) is developed by the receiving party without the use of the disclosing party's Confidential Information. Upon a party's request, the other party will promptly return or destroy copies of any media or materials containing Confidential Information. This Section 10 will be binding upon the parties and their successors and assigns until such time as the disclosing party no longer considers the Confidential Information to be confidential; however, the parties expressly understand and agree that any membership, financial, or ecclesiastical information relating to the Church will remain confidential indefinitely.

(c) **Equitable Relief.** The parties acknowledge and agree that the unauthorized disclosure or use of the other party's Confidential Information may cause substantial and irreparable injury to the other party; money damages will not adequately compensate for such injury; and to the extent available, such other party is entitled to seek, among other remedies, immediate injunctive and other equitable relief for any breach of this Section 10.

(d) **GRAMA.** The parties acknowledge and agree that the City is a governmental entity and is required to comply with the Government Records Access and Management Act ("**GRAMA**"). No provision of this Agreement shall be deemed to require the City to take any action that would violate GRAMA.

11. TERM AND TERMINATION; SURVIVAL. The term of this Agreement commences on the Effective Date and will, subject to the provisions hereof, terminate three years from the Effective Date; *provided, however*, that unless Donor

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CITY (Utah)

delivers written notice to City on or before 30 calendar days before the expiration of the initial or any renewal term, the term of this Agreement will automatically be extended on a month-to-month basis. The parties may terminate this Agreement at any time for business convenience, for any or no reason, and without penalty, liability, or obligation of any kind by delivering written notice to the other party, except that any Project Plan for a City Event still in effect as of this Agreement's termination will remain in effect subject to this Agreement's terms until the termination of the Project Plan or City Event or within 30 days, whichever is sooner. The following provisions will survive this Agreement's termination for any reason: Sections 1, 3, and 6–12.

12. GENERAL TERMS.

(a) **Severability.** If a court holds any part of this Agreement to be invalid, except for clauses determined by Donor as significant or essential, the rest of the Agreement will remain in effect as written. For clauses Donor determines in its sole discretion as significant or essential, the parties will mutually agree in writing on a replacement provision. If a replacement provision cannot be agreed upon, Donor may terminate this Agreement immediately upon written notice to City.

(b) **Successors and Assigns.** This Agreement will inure to the benefit of and bind the parties' permitted successors and permitted assigns; however, except as provided herein, neither party will have the right to subcontract, delegate or assign its rights or obligations under this Agreement to any other person or entity without the other party's prior written consent, which consent may be withheld in the other party's sole discretion.

(c) **Attorney Review; Construction.** Neither party will be deemed the drafter of this Agreement for the purpose of interpreting any provisions. In negotiating and drafting this Agreement, each party had full opportunity to consult an attorney of its choosing. Captions and headings are for ease of reference and do not define or limit the scope of any terms contained herein or in any attachment hereto. As used herein and as is reasonable given the context, all words include the masculine, feminine, or neuter gender; singular words include the plural; plural words include the singular; "and" includes "or"; and "including" means "including, but not limited to,".

(d) **Notices.** Any official notice given under this Agreement will be in writing and sent via email, U.S. mail, commercial courier service, or another manner reasonably calculated to reach the other party. Official notices (in contrast to day-to-day communications) will be addressed to the person and address designated below (or such other person or address as the parties may designate on 10 calendar days' notice pursuant to this Section 12(d)). All notices will be effective upon receipt.

Donor

The Church of Jesus Christ of Latter-day Saints
Attn: Blaine Maxfield--WSR
50 East North Temple
Salt Lake City, UT 84150
Email: Blaine.Maxfield@ChurchofJesusChrist.org

City

CITY
Attn:
ADDRESS
CITY, STATE ZIP
Email:

With a copy to (which copy will not constitute notice):

Office of General Counsel
Attn: David Hancock
50 East North Temple

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Salt Lake City, Utah 84150

Email: David.Hancock@ChurchofJesusChrist.org

(e) **Governing Law; Jurisdiction; Venue; Attorneys' Fees.** The laws of the State of Utah, United States of America, without regard to conflicts of law provisions, govern this Agreement. The state and federal courts of the State of Utah will have exclusive jurisdiction over all disputes relating to this Agreement. The parties consent to the jurisdiction of said courts and waive any objection that venue in such courts is inconvenient. The prevailing party in any judicial action or proceeding arising out of this Agreement will be entitled to recover its costs and reasonable and necessary attorneys' fees.

(f) **Anti-Bribery Laws.** City represents and warrants that (i) it has not taken or permitted, and will not take or permit, any action that may violate any anti-bribery or anti-corruption laws of the countries in which City operates or the U.S. Foreign Corrupt Practices Act of 1977, as amended; and (ii) no funds, materials, and equipment under its control, including those provided by Donor to City under this Agreement, will be used to support individuals or entities associated with terrorism. City will comply with all applicable anti-terrorism financing and asset control laws and executive orders. If City violates or is accused of violating this provision, Donor may immediately terminate this Agreement.

(g) **Force Majeure.** A party's delay or nonperformance is not a breach of this Agreement if causes beyond that party's reasonable control prevent or substantially hinder the party from performing its good faith obligations under this Agreement, including, but not limited to, war or military action; natural or man-made disaster; weather events; civil disturbance; act of God or public enemy; terrorist act(s); outbreak of infectious disease or any other public health crisis; compliance with any lawful or unlawful governmental order, law, rule, or restriction; shortage or inability to obtain critical material or supplies; disruption of transportation facilities or services; industry-, region-, or nationwide strike or other labor difficulty; or other similar events beyond the affected party's reasonable control (each, a "**Force Majeure Event**"). If a Force Majeure Event occurs, either party may terminate this Agreement by written notice to the other party, and upon such termination, (i) Donor will be released and discharged from any and all obligations under this Agreement or any Project Plan; (ii) City will vacate and remove all personal property from any Facilities connected to a City Event; and (iii) City will return to Donor all remaining Funds and Commodities not reasonably expended or distributed in connection with a City Event before the Force Majeure Event occurred.

(h) **Miscellaneous.** This Agreement is not intended and must not be construed in any way to create any third-party beneficiary rights in any person not a party hereto. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement. This Agreement may be amended or modified only in writing executed by both parties. The failure of any party to insist upon strict performance of any of the provisions contained herein will not be deemed a waiver of any rights or remedies that such party may have and will not be deemed a waiver of any subsequent breach or default. If the parties sign this Agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

[CITY], a political subdivision of the State of Utah

THE CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS, a Utah corporation sole

Community Initiative Cooperation Agreement

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CITY (Utah)

By: _____

By: _____

Title: _____

Title: _____

Exhibit I

Form of Project Plan

Project Plan

Name	Event Number
[CITY]	[Project #]
City Event Name(s)	Event Start Date
[City Event Name]	[Start Date]
	Event Completion Date
	[Completion Date]

This Project Plan is dated [Project Plan date] and is attached to and constitutes an integral part of the Community Initiative Cooperation Agreement, dated as of [Agreement date], as amended (the "Agreement"), between The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Donor"), and [CITY], a political subdivision of the State of Utah ("City").

Pursuant to the Agreement, the parties agree to cooperate in the event(s) described below (the "City Event(s)"). Capitalized terms not otherwise defined in this Project Plan will have the meaning assigned to them in the Agreement. Any changes to this Project Plan must be substantially in the same form as this Project Plan.

The City Event(s):

Provide a brief description of the City Event or Events:

Address:

Identify the physical address where the City Event will take place:

Program Objectives:

Describe the Program Objectives, including the City Events' intended Participants:

- _____
- _____
- _____

Start and Completion Date: The Project will start on the Start Date and be completed by the Completion Date stated above.

Facilities (if applicable):

- List the address and property name (if any) of the Facilities that Donor will make available as part of the City Event:

If Donor makes its Facilities available to City as part of the City Event, pursuant to Section 2(b) of the Agreement, City agrees to execute and abide by a Temporary Use Agreement ("TUA") with Donor, which is attached to this Project Plan. Among other things, the TUA outlines the time of use and City's obligations in connection with its use of the Facilities. The TUA is a condition precedent to, and will be deemed a part of, the Project Plan.

Budget (if applicable): Donor agrees to provide the following Funds, Commodities, Services, and/or Facilities for the Project:

- Funds: up to \$ _____ USD total, with funds to be allocated according to the Budget categories listed below:
 - o \$ _____ USD for [Category name]
 - o \$ _____ USD for [Category name]
- Commodities: Describe any Commodities that Donor will provide as part of the Project, if any: _____.
- Services: Describe any Services that Donor will provide as part of the Project, if any: _____.

Payments by Church Charities: Donor or an affiliate will provide the Funds to City as follows, if applicable:

Within 14 calendar days from the date of this Project Plan or when Donor receives a completed Vendor Setup Form from

City Bank Account Information:

Bank Name:

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CITY (Utah)

City (if applicable), whichever is later, Donor will make a payment of \$ _____ USD by electronic transfer to City's bank account as designated herein.

Bank Address:
Account #:
Routing #:

If payments will be made by installment, describe the schedule, amounts, and any expectations City must fulfill to be eligible to receive additional payments:

City's Contributions:

Describe any funds, items, services, or facilities that City will provide as part of the City Event, if any:

Reports:

Describe any Reports that City will provide in addition to the Reports required under Section 3(g) of the Agreement, if any:

Primary Contacts: Communications to a party under this Project Plan will be made to each party's primary contact, as follows:

Donor:

Name:
Telephone:
Address: 50 E. South Temple St., Salt Lake City, UT 84150
Email:

City:

Name:
Telephone:
Address:
Email:

Special, unique, or limiting circumstances:

Describe any special, unique, or limiting circumstances related to the City Event, if any:

IN WITNESS WHEREOF, the parties have executed this Project Plan as of the date written above.

[CITY] _____, a political subdivision of the State of Utah

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: _____
Title: _____

By: _____
Title: _____

Exhibit II

Temporary Use Agreement (“TUA”)

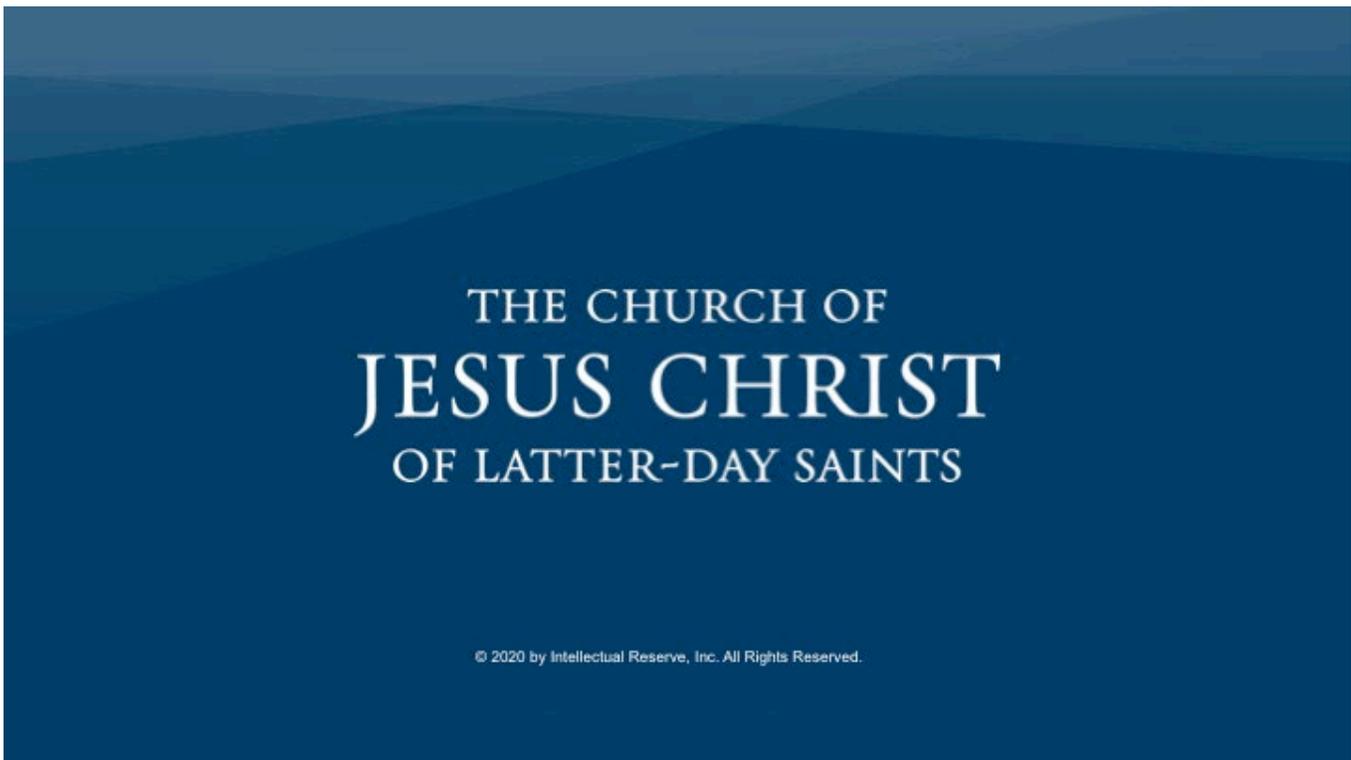
[Insert latest TUA]

Exhibit III

Logo Samples and Brand Use Guidelines

City: The approved logo and brand use guidelines for City are available upon request.

Donor: Donor's approved logo and brand use guidelines are as follows:





LINCOLN HILL PARTNERS

68 East 300 North
Salt Lake City, Utah 84103
Phone: (801) 703-1799
www.lincolnhill.com

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “Agreement”) is entered into on January 1, 2026, by and between Magna Township (“Client”) and Lincoln Hill Partners, LLC, located at 68 East 300 North, Salt Lake City, Utah, 84103 (“Consultant”), regarding the representation of Client in the State of Utah (“State”).

RECITALS

WHEREAS, Client desires to obtain the Services specified herein; and

WHEREAS, Consultant is desirous of accepting the duties and responsibilities of providing the Services specified herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

I. Scope of Representation

Consultant shall provide strategic advice and services on state and local government relations matters, lobbying assistance, and general advocacy efforts for Client to achieve their core objectives. This will include working with governmental bodies to secure state and local funding for critical infrastructure projects, with a particular emphasis on transportation needs within the Client's township. The consultant will assist the Client in identifying funding opportunities, preparing necessary documentation, and developing a strategy for engaging with relevant stakeholders, including state and local officials, to secure the necessary resources for infrastructure development. This effort will include collaboration with Executive and Legislative Branch officials during the 2026 state Legislative Session and may extend through the term of this contract. In addition to transportation funding, the Consultant will support the Client in public relations and communications strategies to bolster overall government relations efforts. While Consultant cannot guarantee the outcome of funding requests or legislation, Consultant

will exert their best efforts to facilitate initiatives aimed at achieving the Client's objectives related to critical infrastructure development (“Services”).

II. Term

This Agreement shall commence on January 1, 2026, and shall expire on December 31, 2026. This Agreement may be renewed upon written consent of both parties. Either party may cancel the contract, at any time, with 30 days’ written notice to the other party.

III. Consideration

For Services performed under this Agreement, Client shall remit to the Consultant a total of \$60,000.00 per year (“Consulting Fee”), to be paid in twelve (12) payments of \$5,000.00 within 30 days after the receipt of the invoice. Consultant shall be entitled to reimbursement for any expenses reasonably incurred in the performance of the Services, provided that those expenses are agreed upon, in advance, and in writing by the Client.

IV. Client Loyalty

Consultant understands that his/her signing of this Agreement constitutes complete loyalty and confidence to the Client. Consultant further understands that the ultimate benefits of this arrangement should be to the Client and that Consultant will work diligently and to his/her utmost ability to ensure that Client is represented adequately and without conflict of interest.

V. Report

Consultant agrees to be responsible for the preparation and filing of all applicable reports required by any department or branch of the State government. Consultant represents that they are registered with the State Legislature and all other branches of the State government necessary to legally represent Client’s interest in the State.

VI. Conflict of Interest and Confidentiality

Consultant agrees that, except as expressly allowed herein or consented to in writing by Client, he or she will hold in confidence, not use or disclose, and protect any Confidential Information of Client in a manner at least equal to the manner in which he or she protects his or her own Confidential Information, and shall similarly bind his or her employees, agents, representatives, successors, contractors or assigns as to such Confidential Information obligations. “Confidential Information” means any information, technical data, or know-how relating to a party’s business, research, products, software, services, development, inventions, processes, engineering, marketing, techniques, pricing, internal procedures, business, and marketing plans and business opportunities. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how that: (i) Consultant can prove through written documentation was in his or her possession prior to the time of disclosure; (ii) becomes part of the public knowledge not as a result of any action or inaction of Consultant; (iii) is disclosed to Consultant by a third party not in violation of any obligation of confidentiality; or (iv) is independently developed by Consultant without reference to or use of any Confidential Information, which can be proven through written documentation.

VII. Noncompete

For the term of this Agreement, the Consultant shall not represent any entity that would be in competition with Client, nor represent any entity on an issue that would have be in conflict with the best interest of the Client, without approval of the Client.

VIII. Assignment

The Services to be performed by Consultant hereunder are personal in nature, and Client has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Client's prior written consent. Nothing in this Agreement shall prevent the assignment by the Client of this Agreement or any right, duty or obligation hereunder to any third party.

IX. General

This Agreement may be signed using one or more counterparts, each of which when signed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. A faxed or scanned and electronically transmitted facsimile of a signature-bearing page will be conclusive evidence of execution and delivery. This Agreement will be governed by, enforced in and interpreted according to the laws of the State of Utah, and the parties consent to exclusive jurisdiction in the state or federal courts of Utah. The parties expressly waive any right to a trial by jury. This Agreement does not create any joint venture, partnership, employment relationship or other agency relationship between the parties.

[signature page follows]

IN WITNESS WHEREOF, the parties have made and executed this Consulting Agreement on the date first entered above.

CONSULTANT:

CLIENT:

Lincoln Hill Partners, LLC

Magna Township

By: Lincoln Shurtz, Partner

By: _____

Dated:

Dated:
