



**MAGNA CITY COUNCIL
MEETING AGENDA
February 10, 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 **10th day of January 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: 85 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) January 27, 2026 City Council Meeting

7. PRESENTATION ITEMS

- A. MyHometown Presentation – **Paul Clayton** (15 minutes)

8. COUNCIL BUSINESS

- A. Resolution R2026-09, Appointing a Representative to the Magna Communities that Care (CTC) Board – **David Brickey, City Manager** (5 minutes)
- B. Resolution R2026-10, Authorizing the Mayor, or in his Absence the Mayor Pro Tempore and/or City Manager to Sign Purchase Documents for Broadway Property – **David Brickey, City Manager** (5 minutes)
- C. Resolution R2026-11, Smith Hartvigsen and Meridian Land Counsel Agreement for Legal Services – **David Brickey, City Manager** (5 minutes)
- D. Resolution R2026-12, Appointing a Personnel Policy – **David Brickey, City Manager**
- E. Resolution R2026-13, Adopting a Comprehensive Emergency Management Plan for the City of Magna – **Madison Warner, Emergency Planner** (10 minutes)

F. Approval of Magna City 4th of July Float by Modern Design – *Mayor Mick Sudbury* (5 minutes)

9. MANAGER/CITY ATTORNEY UPDATES (10 minutes)

A. City Manager Updates – *David Brickey, City Manager*

B. City Attorney Updates – *Paul Ashton, 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 10, 2026, 06:00 PM Mountain Time (US and Canada)

<https://us06web.zoom.us/j/87125783065?pwd=qGJpbcYeym8glgElUdS6RH8GsIA8p9.1>

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 9, 2026

Magna City, Utah

RESOLUTION NO.: R2026-10

A RESOLUTION OF THE MAGNA CITY COUNCIL AUTHORIZING THE MAYOR, OR IN HIS ABSENCE THE MAYOR PRO TEMPORE AND/OR CITY MANAGER TO SIGN PURCHASE DOCUMENTS FOR BROADWAY PREOPERTY.

WHEREAS, Magna City (“Magna”), is a Utah municipal corporation under provisions of the Utah Code, Utah Code §10-1-201.5 et seq., governed by a six-member Council, one of whom is the Mayor elected at-large, Utah Code § 10-3b-301 et seq.; and

WHEREAS, Magna is authorized to purchase, hold and sell real property; and

WHEREAS, entered into a Purchase and Sale Agreement to purchase property from the Church of Jesus Christ of Latter-day Saints (hereafter "Church"), located at 3151 So. 7700 W. in Magna, Utah 84044 (hereafter "Broadway Property"); and

WHEREAS, the title company has asked for a resolution showing who is authorized to sign the purchase and closing documents to finalize the sale and purchase of the Broadway Property for the benefit of Magna.

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

Mayor Mick Sudbury, or in his absence Mayor Pro Tempore Terry George and/or City Manager David Brickey are authorized and empowered to sign any and all documents needed to finalized the closing of the purchase of the Broadway Property for Magna City from the Church.

APPROVED AND ADOPTED this 10th day of February, 2026 by the Magna City Council, Magna City, Utah.

BY _____
MICK SUDBURY, MAYOR

ATTEST

DIANA BAUN, CITY RECORDER

| VOTE BY COUNCIL: | | AYE | NAY |
|-------------------------|--------|-------|-------|
| Council Member George | voting | _____ | _____ |
| Council Member Pierce | voting | _____ | _____ |
| Council Member Olsen | voting | _____ | _____ |
| Council Member Jensen | voting | _____ | _____ |
| Council Member Prokopis | voting | _____ | _____ |

| |
|---|
| <p>APPROVED AS TO FORM:</p> <p>_____ PAUL H. ASHTON ATTORNEY</p> |
|---|

Magna City, Utah

RESOLUTION NO.: R2026-11

A RESOLUTION OF THE MAGNA CITY COUNCIL APPROVING THE LEGAL REPRESENTATION AGREEMENT WITH SMITH HARTVIGSEN PLLC AND AUTHORIZING THE MAYOR AND/OR CITY MANAGER TO SIGN THE AGREEMENT AND APPOINTING NATHAN BRACKEN AS CITY ATTORNEY AND CLAIRE GILLMORE AS DEPUTY CITY ATTORNEY.

WHEREAS, Magna City ("Magna"), is a Utah municipal corporation under provisions of the Utah Code, Utah Code §10-1-201.5 et seq., governed by a six-member Council, one of whom is the Mayor elected at-large, Utah Code § 10-3b-301 et seq.; and

WHEREAS, Paul Ashton, City Attorney, is retiring and is restricted from continued employment with government participants in the Utah Retirement System, such as Magna, and has asked that Magna appoint a new City Attorney; and

WHEREAS, Smith Hartvigsen PLLC (hereafter "Law Firm"), has assisted Magna with land use issues, through a contract with the Greater Salt Lake Municipal Services District (hereafter "MSD"), and has provided a Statement of Interest and Qualifications to Magna for general legal services;

WHEREAS, after due consideration and recommendation of Mr. Ashton, Magna has determined the City would be well served to enter into an legal services agreement with the Law Firm, with Nathan Bracken serving as City Attorney and Clarie Gillmore as Deputy City Attorney: and

WHEREAS, there are, at present and to Magna's best understanding, no conflicts of interest with the Law Firm's representation of Magna with any of the other Law Firms client's, such as the MSD, and is willing to retain other legal representation if conflicts were to arise in the future.

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

1. Magna authorizes Mayor Mick Sudbury and/or City Manager David Brickey to sign the Legal Representation Agreement, a copy of which is attached hereto, marked Attachment "A," and appointing from the date hereof, Nathan Bracken as City Attorney and Clair Gillmore as Deputy City Attorney.

{Execution on Following Page}

APPROVED AND ADOPTED this 10th day of February, 2026 by the Magna City Council, Magna City, Utah.

BY _____
MICK SUDBURY, MAYOR

ATTEST

DIANA BAUN, CITY RECORDER

| VOTE BY COUNCIL: | | AYE | NAY |
|-------------------------|--------|-------|-------|
| Council Member George | voting | _____ | _____ |
| Council Member Pierce | voting | _____ | _____ |
| Council Member Olsen | voting | _____ | _____ |
| Council Member Jensen | voting | _____ | _____ |
| Council Member Prokopis | voting | _____ | _____ |

APPROVED AS TO FORM:

PAUL H. ASHTON
ATTORNEY



NATHAN S. BRACKEN
nbracken@SHutah.law

CLAIRE GILLMOR
cgillmor@SHutah.law

February 9, 2026

Magna City
David Brickey, City Manager
8952 W. Magna Main Street
Magna, UT 84044
Via email: dbrickey@magna.utah.gov

Re: Legal Representation Agreement with Smith Hartvigsen PLLC

Dear Mr. Brickey:

This letter sets forth the terms of Smith Hartvigsen PLLC's representation of Magna City ("City"). Please read this agreement carefully and let us know if City has any questions. If the City finds the terms of this agreement acceptable, please sign a copy of this agreement and return it to us. Please note that our representation of the City will only begin once we receive this signed agreement and a retainer, as addressed below. We retain the right not to represent the City until an authorized representative of the City signs and returns this agreement.

SCOPE OF REPRESENTATION

By executing this agreement, the City is retaining our firm to serve as the city attorney for Magna City on all civil legal matters ("**matters**"), except as otherwise provided in this agreement or as the City may direct in writing. Nathan Bracken will serve as the city attorney and Claire Gillmor will serve as the deputy city attorney. Although this engagement letter is limited to our role as city attorney, our firm will continue to represent the City on land use, code enforcement, and related matters through its contract with the Greater Salt Lake Municipal Services District ("**MSD**"). The firm will bill the MSD for the work it performs for the City under its contract with the MSD. If the City desires us to assist in other matters, such as bonds or other specialty legal matters, we are required to run additional conflict checks and require a written addendum to this agreement.

Certain aspects of the services to be performed for the City will involve preparation of all necessary documents and coordination with other state and local agencies as needed, preparation of resolutions, ordinances, rules of order and procedure, necessary policy documents, notices unique to various land use hearings or meetings, and GRAMA responses.

If litigation ensues, our services are available and we exercise our legal judgment as to technical matters, such as court schedules, continuances, extensions of time, and the use of other attorneys and paralegals. Those matters shall be entrusted to our judgment without the necessity of specific consultation with the City. Other matters, such as the making or responding to settlement offers and expert witnesses will be handled only after consultation with the City.

If we continue to represent the City after our initial undertaking is completed, all these provisions shall apply, and we shall each be bound by these terms, unless we have a written agreement to the contrary.

WAIVER OF POTENTIAL CONFLICTS OF INTEREST

The City acknowledges that the Firm, and particularly Nathan Bracken, represents the Magna Mosquito Abatement District, the Magna Water District, the MSD, and the municipalities of Copperton and Kearns (collectively, the “**Related Entities**,”) which are fellow members of the MSD along with the City.

Although no conflict of interest currently exists between the City and the Related Entities, should such a conflict arise the City acknowledges and agrees that the Firm will not represent the City against the Related Entities and that the City will need to retain conflict counsel to represent it in such situations (e.g., the City seeks to withdraw from the MSD).

By executing this agreement, the City acknowledges and agrees that the firm has informed the City and the Related Entities of its representation of the Related Entities. The City also affirms that it has been afforded the opportunity to seek independent legal counsel concerning the implications of such representation and of the risks involved with the firm’s representation of the Related Entities and the City considering the potential for conflicts of interest. The City also acknowledges that it has not asserted any claims against the Related Parties in any jurisdiction or forum, and that the Related Parties have not asserted a claim against the City in any jurisdiction or forum.

Based on these acknowledgments and pursuant to Rule 13-1.07(b)(4) of the Utah Rules of Professional Conduct, the firm reasonably believes that it can provide competent and diligent concurrent representation to the City and the Related Entities because the City’s and the Related Entities’ interests are currently aligned and are not adverse to each other at the present time. The firm further believes that such representation is not prohibited by law and does not currently involve the assertion of a claim by one client against another in the same litigation or other proceeding before a tribunal.

By executing this agreement, the City gives its informed consent that it waives any potential conflict that may arise or exist with respect to the Firm’s concurrent representation of the City and the Related Entities. Provided, however, that the City understands that if claims arise between the City and the Related Entities, the firm may be unable to continue its concurrent representation of the City and the Related Entities relating to such claims or related issues if the concurrent representation would be: (i) directly adverse to the City or one or more Related Entities;

and (ii) there is significant risk that the firm's concurrent representation would be materially limited by the firm's responsibilities to the City or one or more Related Entities.

RETAINER

The Firm does not require a retainer.

RATES AND BILLING

We bill for services provided based on hourly rates on a 1/10th of an hour basis. We may involve other attorneys, paralegals, and clerks to work on City matters. Our current rates, which are subject to periodic increase, through written notice, are as follows:

| <u>Legal Fees</u> | <u>Rate</u> |
|----------------------------|-------------|
| Nathan S. Bracken, Partner | \$315 |
| Claire Gillmor, Of Counsel | \$260 |
| Adam Long, Partner | \$300 |
| Clayton Preece, Partner | \$270 |
| Other Partners | \$270-\$430 |
| Other Of Counsel | \$260-\$295 |
| Associates | \$215-250 |
| Law Clerks | \$150-190 |
| Paralegals | \$180 |

The City will generally receive an invoice each month. Each monthly invoice includes a summary description of each item, including the time spent on and professional fees charged for any particular task, with supporting documents and receipts remaining on file in our office. The City's invoice will state the total fees for services rendered since the prior invoice, any outstanding amounts owed, any trust balance remaining, trust disbursements and payments applied. The City is responsible for the payment of any remaining amounts. Full payment is expected from the City within 30 days of the date of the invoice. If the City has a dispute or question about City's invoice, please contact us, so we can help resolve the City's concerns.

Unpaid balances accrue interest at a rate of one and one-half percent (1.5%) per month beginning 30 days after the date of the invoice. Additionally, if the unpaid balance is 90 days overdue, we may cease work on City matters and terminate our representation.

COSTS

In addition to the hourly rates described above, the City will also pay out-of-pocket costs incurred in the City's civil or administrative matters. We will charge for travel time to and from Magna for City Council meetings, or other meetings upon request. If litigation ensues, and the Utah Local Governments Trust does not assign legal counsel, our costs may include process servers, court filing fees, court reporters, statutory witness fees, electronic research, discovery costs, automobile mileage, out-of-town travel expenses, copying projects by outside vendors, expert witness fees, consultant fees, certified and overnight mailing fees, and investigator fees. However, we do not charge certain standard costs such as in-house photocopying and regular postage.

As explained below, in litigation the City has the responsibility to preserve and produce certain documents. Accordingly, the litigation of the City's matter may require significant discovery costs. While we handle many aspects of discovery in-house to help reduce the cost of litigation, it may be necessary to use outside vendors to gather, preserve, review, or produce documents or electronically stored information during discovery. If such additional services are necessary for the City's matter, we will discuss these services with the City before costs are incurred. Refusal to agree to pay those costs may result in us withdrawing as the City's legal counsel.

CHARGE FOR TELEPHONE CALLS AND EMAILS

It is the practice of our office to compute not less than 1/10th of an hour for services provided, no matter how short its duration, including telephone calls and email correspondence. Please keep in mind that every telephone call or email will be invoiced and may increase the expense of the City's case. However, no charge will be made for the portion of telephone calls, emails, or in-person conferences regarding the T's invoices.

LIENS

Our fees and costs are secured by a lien on leases, mineral estates, water rights, real property and personal property which are the subject of or connected to the legal services we provide as provided in Utah Code Ann. §38-2-7, or any successor section or common law.

CLIENT DUTIES

The City agrees to be candid with us, to keep us advised of any change of mailing address, email address, or telephone number, to cooperate in advance in the preparation for any City Council or other City meeting, trial or hearings, to appear on reasonable notice for court appearances and depositions, to pay our invoices on time, and to comply with all reasonable requests made in connection with the preparation and presentation of the City's civil matters. The City agrees not to settle or compromise the City's civil matter without consulting with us first, and we agree not to settle or compromise the City's civil matter without the City's consent.

DOCUMENT PRESERVATION AND DISCOVERY OBLIGATIONS

The City has a duty to preserve all documents and communications related to the City's matter, including electronically stored information. This obligation arises if the City is in litigation or litigation is reasonably anticipated. This obligation also includes the duty not to alter any of this information. This duty also extends beyond physical documents to include emails, text messages, cloud-based files, back-ups, social media data, and all other electronic files. These files may be located on the City's mobile phone, computers, tablets, cloud-based storage, and numerous other locations.

We understand that preserving such electronic information may create difficulties regarding memory on the City's electronic devices. If the City changes computers, cellphones, or service providers, the City agrees to consult with us first. However, before deleting any documents related to the City's matter, the City agrees to confer with us regarding the measures which must be taken to preserve the documents and information, including electronically stored information. Please be aware that the failure to preserve documents, including electronically stored information,

may result in sanctions being awarded against the City including, but not limited to, adverse inferences, attorney's fees, and even the dismissal or the City's claims and judgment being entered against the City.

Throughout the litigation of the City's matter, the City may be required to produce documents to opposing parties, allow inspections of the City's property by opposing parties, respond to written questions posed by the opposing parties, or have the City's testimony taken under oath before the court or in deposition. Courts require parties to respond to such requests completely and accurately. The court may award sanctions against the City if the City seeks to hide, obscure, alter, or falsify documents or information. If the City makes false representations to us, the court, or opposing parties, we may be unable to continue our representation. Additionally, if the City refuses to allow for or provide complete and accurate discovery, we may also be unable to continue our representation.

Some information, such as electronically stored information or data may be altered by simply turning on a device or opening a file on the City's computer. Files and hard drives may also become corrupted. The City has a duty to take precautions to preserve both physical documents and electronically stored information.

IF THE CITY HAS ANY QUESTIONS REGARDING THE CITY'S DUTY TO PRESERVE DOCUMENTS CONTACT US IMMEDIATELY.

COOPERATION AND COMMUNICATION

The City's cooperation in getting us information and in working with us on the City's matter can considerably expedite the matter and help reduce attorney fees. We will report to the City as events in the matter require or upon request. The City should feel free to contact us whenever the City wishes to discuss any aspect of the City's matter.

NO GUARANTEES OF OUTCOME OR COST

We make no guarantees regarding the final outcome, total cost of the City's matter, or about issues that may be decided by the court prior to a final ruling. At times, we may provide the City with an estimate of costs, however, this is an estimate only and is not in any way a commitment or guarantee of the actual costs. Such estimates are provided for convenience and discussion only. The cost to pursue the City's matter depends on numerous factors, many of which are outside both the City's and our control. Accordingly, any statements that we have made regarding the likely cost or outcome or the range of possible outcomes are only our opinions based upon our experience and the information known to us at the time, and are not caps on fees or guarantees of results.

PROFESSIONALISM AND CIVILITY

We are committed to professionalism. Accordingly, the City understands that our acts and conduct are governed by the numerous standards of professionalism and civility, including the Utah Rules of Professional Conduct. We have included a copy of the Utah Standards of Professionalism and Civility as an attachment to this agreement for the City's reference. Under these rules, while we pursue zealous representation of the City, we must do so in an ethical,

professional, and civil manner. Judges regularly emphasize that attorneys and parties who engage in unprofessional or discourteous conduct, not only damage their reputation and credibility before the court but also undermine the merits of their own case. Accordingly, any request or instruction from the City that would require us to violate any standards of ethics, professionalism, or civility may be grounds for us terminating our representation.

DISCHARGE AND WITHDRAWAL

City has the right to choose City's legal counsel and may generally discharge us as the City's attorneys at any time. Similarly, we have the right to, and under certain circumstances, must withdraw as the City's attorneys. Please be aware that we may terminate our representation if City misrepresents or fails to disclose a material fact to us; if the City fails to make payments as required by this agreement; if the City demands that we do something unlawful, unethical, or contrary to the standards of professionalism and civility; or for any other reason.

In the event of termination, we are still entitled to be paid in full for all services rendered prior to notice of such termination. If the City retains new legal counsel, we will cooperate in transferring the City's case file to the City's new attorney.

CONFIDENTIALITY

Communications with us concerning any matter are generally confidential and are protected from disclosure under attorney-client privilege rules. This privilege is not absolute, and we may be required to reveal information, if necessary, to prevent a crime or fraud. The City's privilege of confidentiality can also be lost if the City discusses our communications with third parties. For example, if the City forwards an email from us to someone else, the City has waived attorney client privilege regarding that email and possibly the subject matter of that email. Also, this agreement and all information regarding the matter we have been retained for may be shared with all parties we represent in this matter. If, at any time, the City has questions about confidentiality, please contact us.

CLOSING

We look forward to working with the City and welcome and encourage the City's input and suggestions. If these terms are acceptable to the City, please sign a copy of this agreement and return it to us for our records. Should the City desire any additional information or clarification of any of the information provided herein, please feel free to contact us.

ACKNOWLEDGEMENT

Sincerely,
SMITH HARTVIGSEN, PLLC

Nathan S. Bracken
Claire Gillmor

MAGNA CITY

By: _____

Its: _____

Dated: _____

UTAH STANDARDS OF PROFESSIONALISM AND CIVILITY

To enhance the daily experience of lawyers and the reputation of the Bar as a whole, the Utah Supreme Court, by order dated October 16, 2003, approved the following Standards of Professionalism and Civility as recommended by its Advisory Committee on Professionalism.

Preamble

A lawyer's conduct should be characterized at all times by personal courtesy and professional integrity in the fullest sense of those terms. In fulfilling a duty to represent a client vigorously as lawyers, we must be mindful of our obligations to the administration of justice, which is a truth-seeking process designed to resolve human and societal problems in a rational, peaceful, and efficient manner. We must remain committed to the rule of law as the foundation for a just and peaceful society.

Conduct that may be characterized as uncivil, abrasive, abusive, hostile, or obstructive impedes the fundamental goal of resolving disputes rationally, peacefully, and efficiently. Such conduct tends to delay and often to deny justice.

Lawyers should exhibit courtesy, candor, and cooperation in dealing with the public and participating in the legal system. The following standards are designed to encourage lawyers to meet their obligations to each other, to litigants and to the system of justice, and thereby achieve the twin goals of civility and professionalism, both of which are hallmarks of a learned profession dedicated to public service.

We expect judges and lawyers will make mutual and firm commitments to these standards. Adherence is expected as part of a commitment by all participants to improve the administration of justice throughout this State. We further expect lawyers to educate their clients regarding these standards and judges to reinforce this whenever clients are present in the courtroom by making it clear that such tactics may hurt the client's case.

Although for ease of usage the term "court" is used throughout, these standards should be followed by all judges and lawyers in all interactions with each other and in any proceedings in this State. Copies may be made available to clients to reinforce our obligation to maintain and foster these standards. Nothing in these standards supersedes or detracts from existing disciplinary codes or standards of conduct.

1. Lawyers shall advance the legitimate interests of their clients, without reflecting any ill-will that clients may have for their adversaries, even if called upon to do so by another. Instead, lawyers shall treat all other counsel, parties, judges, witnesses, and other participants in all proceedings in a courteous and dignified manner.

2. Lawyers shall advise their clients that civility, courtesy, and fair dealing are expected. They are tools for effective advocacy and not signs of weakness. Clients have no right to demand that lawyers abuse anyone or engage in any offensive or improper conduct.

3. Lawyers shall not, without an adequate factual basis, attribute to other counsel or the court improper motives, purpose, or conduct. Lawyers should avoid hostile, demeaning, or humiliating words in written and oral communications with adversaries. Neither written submissions nor oral presentations should disparage the integrity, intelligence, morals, ethics, or personal behavior of an adversary unless such matters are directly relevant under controlling substantive law.

4. Lawyers shall never knowingly attribute to other counsel a position or claim that counsel has not taken or seek to create such an unjustified inference or otherwise seek to create a "record" that has not occurred.

5. Lawyers shall not lightly seek sanctions and will never seek sanctions against or disqualification of another lawyer for any improper purpose.

6. Lawyers shall adhere to their express promises and agreements, oral or written, and to all commitments reasonably implied by the circumstances or by local custom.

7. When committing oral understandings to writing, lawyers shall do so accurately and completely. They shall provide other counsel a copy for review and never include substantive matters upon which there has been no agreement, without explicitly advising other counsel. As drafts are exchanged, lawyers shall bring to the attention of other counsel changes from prior drafts.

8. When permitted or required by court rule or otherwise, lawyers shall draft orders that accurately and completely reflect the court's ruling. Lawyers shall promptly prepare and submit proposed orders to other counsel and attempt to reconcile any differences before the proposed orders and any objections are presented to the court.

9. Lawyers shall not hold out the potential of settlement for the purpose of foreclosing discovery, delaying trial, or obtaining other unfair advantage, and lawyers shall timely respond to any offer of settlement or inform opposing counsel that a response has not been authorized by the client.

10. Lawyers shall make good faith efforts to resolve by stipulation undisputed relevant matters, particularly when it is obvious such matters can be proven, unless there is a sound advocacy basis for not doing so.

11. Lawyers shall avoid impermissible ex parte communications.

12. Lawyers shall not send the court or its staff correspondence between counsel, unless such correspondence is relevant to an issue currently pending before the court and the proper evidentiary foundations are met or as such correspondence is specifically invited by the court.

13. Lawyers shall not knowingly file or serve motions, pleadings or other papers at a time calculated to unfairly limit other counsel's opportunity to respond or to take other unfair advantage of an opponent, or in a manner intended to take advantage of another lawyer's unavailability.

14. Lawyers shall advise their clients that they reserve the right to determine whether to grant accommodations to other counsel in all matters not directly affecting the merits of the cause or prejudicing the client's rights, such as extensions of time, continuances, adjournments, and admissions of facts. Lawyers shall agree to reasonable requests for extension of time and waiver of procedural formalities when doing so will not adversely affect their clients' legitimate rights. Lawyers shall never request an extension of time solely for the purpose of delay or to obtain a tactical advantage.

15. Lawyers shall endeavor to consult with other counsel so that depositions, hearings, and conferences are scheduled at mutually convenient times. Lawyers shall never request a scheduling change for tactical or unfair purpose. If a scheduling change becomes necessary, lawyers shall notify other counsel and the court immediately. If other counsel requires a scheduling change, lawyers shall cooperate in making any reasonable adjustments.

16. Lawyers shall not cause the entry of a default without first notifying other counsel whose identity is known unless their clients' legitimate rights could be adversely affected.

17. Lawyers shall not use or oppose discovery for the purpose of harassment or to burden an opponent with increased litigation expense. Lawyers shall not object to discovery or inappropriately assert a privilege for the purpose of withholding or delaying the disclosure of relevant and non-protected information.

18. During depositions, lawyers shall not attempt to obstruct the interrogator or object to questions unless reasonably intended to preserve an objection or protect a privilege for resolution by the court. "Speaking objections" designed to coach a witness are impermissible. During depositions or conferences, lawyers shall engage only in conduct that would be appropriate in the presence of a judge.

19. In responding to document requests and interrogatories, lawyers shall not interpret them in an artificially restrictive manner to avoid disclosure of relevant and non-protected documents or information, nor shall they produce documents in a manner designed to obscure their source, create confusion, or hide the existence of documents.

20. Lawyers shall not authorize or encourage their clients or anyone under their direction or supervision to engage in conduct proscribed by these Standards.

A RESOLUTION OF THE MAGNA CITY COUNCIL ADOPTING A
PERSONNEL POLICY

RECITALS

WHEREAS, Utah Code Ann. § 10-3-717(1)(c) authorizes the Magna City Council (the “**Council**”) to adopt personnel policies and guidelines by resolution;

WHEREAS, the Council desires to adopt a personnel policy pursuant to Utah Code Ann. § 10-3-717(1)(c) and consistent with Part 11 of Title 10 of the Utah Code; and

WHEREAS, the Council has determined that the personnel policy attached to this Resolution will serve the best interests of Magna City and the general public.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council that the personnel policy attached to this Resolution, is hereby approved effective immediately.

APPROVED and ADOPTED this 10th 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 _____

MAGNA CITY PERSONNEL POLICY

Adopted February 10, 2026

ARTICLE I – GENERAL

Section 1 – Name: This will be known as the Magna City Personnel Policy (the “Policy”).

Section 2 – Purpose and Implementation: The Policy has been adopted for the purpose of guiding the City’s efforts for quality performance, equity in employment, and career development of its employees. This Policy will be applied in conformance with all applicable federal and state laws and regulations, including but not limited to Title 10, Chapter 3, Part 11 of the Utah Code. This Policy does not create any contractual rights for employees.

Section 3 – Definitions: The following definitions will apply for the purposes of this Policy:

1. “Council” means the Magna City Council.
2. “Contractor” or “Independent Contractor” means, consistent with Utah Code Ann. § 34A-2-103(2)(b)(i) or applicable successor statute, any person engaged in the performance of any work for the City who, while so engaged, is:
 - a. Engaged only in the performance of a definite job or piece of work on behalf of the City;
 - b. Independent of the City in all that pertains to the execution of their job or piece of work;
 - c. Not subject to the routine rule or control of the City;
 - d. Subordinate to the City only in effecting a result according to City’s design.
3. “Employee(s)” or “Staff” means a person or persons employed for wages or salary by the City.
4. “Ethics Act” means the Utah Public Officers’ and Employees’ Ethics Act, Utah Code Ann. §§ 67-16-1 *et seq.*, or applicable successor statute.
5. “Family and Medical Leave” means unpaid, job-protected leave for specified family and medical reasons under the Family and Medical Leave Act of 1993, as amended, 29 USC § 2601 *et seq.*
6. “FLSA” means the Fair Labor Standards Act, 19 U.S.C. 201 to 219.

7. “Full-time Employee” means an employee hired to work more than 30 hours per week on a regular basis in an established job.

8. “GAAP” means Generally Accepted Accounting Principles.

9. “Mayor” means the Mayor of the Magna City.

10. “Part-time Employee” means employment in an established job requiring not more than 30 hours per week.

11. “Policy” means this Personnel Policy.

12. “Public Officer” means a member of the Council consistent with Utah Code Ann. § 76-1-601(13) or applicable successor statute.

13. “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.

14. “Public Servant” means, consistent with Utah Code Ann. § 76-1-101.5 or applicable successor statute, the following, who become public servants upon their election, appointment, contracting, or other selection, regardless of whether the person has begun to officially occupy the position of a public servant:

- a. A public officer;
- b. An appointed official, employee, consultant, or independent contractor of the City;
or
- c. A person hired or paid by the City to perform a government function.

15. “Temporary Employee” means employment in a job established for a specific period of time or for the duration of a specific project or group of assignments. A temporary employee may work full-time or part-time with the understanding that the employment will be terminated at the conclusion of a specific time or at the completion of a specific project.

16. “City” means Magna City.

Section 4 – Discrimination Prohibited: One of the reasons for the Policy is to insure that no employee or applicant for employment will be discriminated against in any personnel action by reason of race, color, religion, sex, national origin, political affiliation, age or disability and to safeguard their privacy, statutory rights, and constitutional rights as citizens.

Section 5 – Fair Employment Practices: It is the intent and purpose of the Council to assure equality and quality in all phases of the employment process. In so doing, the Council

intends to comply with all applicable State and Federal requirements pertaining to fair employment practices.

Section 6 – Professionalism: All employees are expected to accept and adhere to high standards of personal and professional conduct. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from behavior that might be harmful to themselves, their co-workers and/or the City, or negatively impact those persons and organizations served by the City or the perception of the City by the public at large. An employee whose performance, work habits, overall attitude or demeanor becomes unsatisfactory or who fails to perform assigned duties and responsibilities at prescribed levels may be subject to disciplinary action, including termination.

Section 7 – Council Review: The Council will periodically review the personnel policies to ensure that they conform to the requirements of state and federal law.

ARTICLE II – HIRING & TERMINATION

Section 1 – Job Description: Before an applicant may be hired or an existing employee may be promoted to a new or revised position, a job description must be prepared and the position must be evaluated, approved by the Council, and a salary or pay level determined in accordance with the applicant’s skills and qualifications. A job description is a description of the general duties, responsibilities, skills, degrees required, and other qualifications necessary to adequately perform a particular job.

Section 2 – At Will: Except as otherwise required by Utah Code Ann. § 10-3-1105 or another applicable provision of law, all City employees, both full-time and part-time, will be “at will;” and will acknowledge in writing that: (1) the employee’s employment status is either appointed or at-will, as the case may be; and (2) the employee has voluntarily waived the procedures required in Utah Code Ann. § 10-3-1106. An At-Will Employment Acknowledgement and Waiver is included at the end of this policy. The City will not take any action to promise or otherwise imply guaranteed employment to any employee on any other basis.

Section 3 – Job Advertising: All announcements and employment advertisements will comply with equal employment opportunity requirements. All such notices must specify the person for whom applications are to be obtained, the person to whom completed applications are to be returned, and the deadline for filing an application. Such notices should contain a statement indicating that the City is an equal opportunity employer. Generally, the City may post job announcements with the Department of Workforce Services and/or may be advertised in a newspaper published and/or distributed in Utah or on a related industry website or other job search website.

Section 4 – Employment Agencies and Search Consultants: The City may use private employment agencies and search consultants if the Council has reason to believe that a qualified candidate will not be attracted as a result of the procedures of this Chapter, or if the Council has reason to believe that the engagement of such agencies or consultants will result in additional qualified candidates applying for the position.

Section 5 – Hiring: All job applicants will complete such application forms and evaluations as required by the Council. In conducting any ability tests the Council may require, reasonable accommodations will be made for disabled applicants upon request.

Section 6 – Interviews: The Council will select an interview pool from those applicants who have passed the preliminary job application form screening and any ability tests that have been administered. During the interview, each applicant will be asked only questions pertaining to the applicant’s professional background, experience, training, education, and qualifications for the job. Applicants may not be asked about their marital or family status or pregnancy, religion, age, gender or sex, race, ethnicity or color, or disability. If references are contacted, to the extent practical, an equal number of references will be contacted for each applicant giving permission for the contact.

Section 7 – Notification Procedures: Before a person is offered a position, the offer must be evaluated and approved by the Council and any applicable direct-line supervisor. The job offer must include the basic conditions of employment. If the offer is extended verbally, a follow-up written offer must be delivered to the applicant within a reasonable time after the verbal offer has been extended. The written offer must be signed by the applicant before the applicant may assume duties as a City employee. If the position in question qualifies as an “at will” position, the written job offer must clearly state the job description, salary, conditions of employment, that the position is “at will,” and that the offer is not final until the candidate signs and returns the written offer letter. The offer letter should also include the job title; the name of the supervisor; if applicable; a statement that the job title, job description, and identification of the supervisor may change over time; the starting date; disclosure of the probationary period during which the employee may be terminated for no cause and without explanation; and any contingencies or conditions to the job offer (such as passing a drug test). Once a written offer has been signed by the candidate, the offer is final. The original of the final offer is to be maintained by the City as part of its personnel files, with a copy to be given to the new employee.

Section 8 – Notification of Closing: All recruiting sources used in the recruiting process should be notified of the closing of the job opening as soon as is reasonably practicable.

Section 9 – Orientation: Each newly hired employee will complete necessary paperwork and receive orientation as a new employee of the City on the first day of work or as reasonably practicable thereafter.

Section 10 – Immigration Reform and Control Act of 1986: In accordance with the Immigration Reform and Control Act of 1986, all new employees must provide proof of identity and employment status by completing an employment eligibility verification form as required by the U.S. Department of Justice Immigration and Naturalization Service. The newly hired employee must declare, under penalty of perjury, that he/she is a United States citizen, a lawful permanent resident alien, or an alien otherwise authorized for employment in the United States.

Section 11 – Mayor’s Assistant: After consulting with the Council, the Mayor may appoint and employ an assistant as needed to support the duties and functions of the Mayor’s office. The

position shall be at will. The assistant shall serve at the pleasure of the Mayor, unless otherwise provided by policy or contract adopted by the Council. The Council shall establish, approve, and periodically review the compensation and budgeted funding for the position. The assistant's duties, qualifications, and scope of authority may be defined by the Mayor consistent with applicable ordinances, personnel policies, and budget approvals.

Section 12 – Termination. This policy establishes standards and procedures for the termination of at-will employees of the City and is intended to promote fairness, consistency, documentation, and legal compliance while preserving the at-will nature of employment; it applies to all employees designated as at-will and does not apply to employees covered by an employment contract, or who may not be designated as at-will by statute. All covered employees are employed at will, meaning employment may be terminated at any time by either the employee or the City, with or without notice and with or without cause, and nothing in this policy creates a contract or alters at-will status; although cause is not required, termination decisions may be based on factors including but not limited to unsatisfactory performance, misconduct, policy violations, insubordination, dishonesty, harassment, safety violations, misuse of public resources, failure to maintain required credentials, organizational restructuring, position elimination, or for reasons determined to be in the best interest of the City. Decisions to terminate an employee shall be made by the Council, with the exception of the decision to terminate of the Mayor's assistant. The Mayor shall have sole discretion to terminate the Mayor's assistant. In the event of termination, the City will provide written notice of termination stating the effective date, final pay, and return-of-property requirements, and other information relating to the termination. The omission of any such information shall not render the termination invalid. At will termination decisions are not subject to internal grievance or appeal unless required by statute. No termination decision may be based on unlawful discrimination, retaliation, protected speech, lawful whistleblowing, protected leave, or any other protected classification or activity under applicable law. This policy may be modified at any time by the City and does not create any guarantee of continued employment or procedural rights beyond those required by law.

ARTICLE III – DISCIPLINARY ACTION

Section 1 – General: All disciplinary actions except termination are intended to be corrective and constructive rather than punitive, and should be carried out with the intention of obtaining compliance with policies, orders, procedures, standards of conduct, expected performance standards and/or improve attitude.

Section 2 – Disciplinary Actions: There will be five types of disciplinary actions that may be used by the City: (1) reprimand; (2) suspension; (3) suspension-without pay; (4) restitution for damage to the City property or to other property; (5) demotion; and (6) termination. All disciplinary decisions must be documented in writing and given to the employee, with the City retaining a copy for its records. Unless the Council designates otherwise, it must approve all disciplinary actions. No employee will be disciplined because of political affiliation, age, race, gender, color, disability, national origin, religious beliefs, or other protected class established by state or federal law. Notwithstanding these provisions, all City employees, both full-time and part-time, will be at-will employees and may be terminated at-will by the Council, at any time, without cause or prior notice, for any reason or for no reason at all.

Section 3 – Appeals of Disciplinary Actions: Appeals of the disciplinary hearing decision, may be made to the Mayor for review by the Council within fifteen (15) working days after the employee received a copy of the disciplinary decision. The Council will review the appeal at its next regularly scheduled meeting, or at a special meeting if the next regularly scheduled meeting will take place thirty (30) calendar days after the date the appeal was received. By majority vote, the Council may reverse, uphold or modify the disciplinary decision. The Council’s decision regarding the appeal will be in writing and given to the employee within thirty (30) working days from the date the appeal was filed with the Mayor.

Section 4 – Limitations: Pursuant to Utah Code Ann. § 10-3-1106, an employee subject to Utah Code Ann. § 10-3-1105, may not be discharged, suspended without pay, or involuntarily transferred to a position with less remuneration because of the employee’s politics or religious belief; or incident to, or through changes, either in the elective officers, governing body, or head of City departments. Appeals made in response to alleged violations of this Section will be made in accordance with Utah Code Ann. § 10-3-1106.

ARTICLE IV – GRIEVANCE PROCEDURE

Section 1 – Complaints: Any employee alleging a grievance is encouraged to resolve the problem through an informal discussion with their immediate supervisor or the Council. If the results of such a discussion are not satisfactory, the employee will file a formal written grievance with the Council. The Council will authorize an investigation of such complaints and, based upon the findings, may present charges against any person derelict, or discriminatory in considering the grievance. A grievance must be filed in writing and clearly state the City policy, state law and/or federal law alleged to have been violated. Failure to include or identify a violation shall result in the waiver of that violation or ground on appeal. All grievances must be filed within thirty (30) calendar days following the alleged violation of any City policy, law, state law, or federal law.

Section 2 – Complaint Review: The Mayor will investigate the complaint. The Mayor will issue a written report to the employee and the Council setting forth findings and recommendations for the resolution of the grievance conclusion of the investigation. The employee may accept the recommendations of the Mayor, or file a written appeal to the Council within five (5) working days of receiving the Mayor’s recommendation. After hearing the grievance appeal, the Council will provide the employee with a written decision. The Council’s decision will be final.

ARTICLE V – EMPLOYEE DEVELOPMENT

Section 1 – Employee Evaluation: Personnel evaluation is closely related to employee development, promotion, and compensation. The Council may designate a Council member or supervising employee to hold regular goal-setting interviews with subordinates and regular follow-up meetings to motivate, train, and develop employees.

Section 2 - Employee Development and Training: When the Council, or a supervisor with the approval of the Council, requires that an employee attend a formal training program, the City will pay all reasonable and pre-authorized costs associated with the training. Employees may also

ask the Council for approval to attend trainings related to their position. The Council may, in its sole discretion, provide assistance to an employee who undertakes a course of study which leads to a job-related degree. In some cases, irregular work schedules may be arranged as a means of accommodating class schedules.

ARTICLE VI – SEXUAL HARASSMENT

Section 1 – Sexual Harassment Prohibited: The City is committed to provide all employees with a work environment free of sexual harassment and other forms of discrimination. Sexual harassment, in any form, is unacceptable. Any employee involved in sexual harassment will be subject to discipline, including termination.

Section 2 – Documentation: If an employee believes that the employee is being subjected to any form of sexual harassment, or that the working environment contributes to sexual harassment, the employee should document specific information regarding the harassment, including: dates, times, places, specific types of harassment, and the names of any witnesses. The employee should then verbalize his/her disapproval of the actions to the harasser(s) and state that his or her actions are not welcome. Employees must immediately report any circumstance which the employee believes may result in physical harm to the City Manager or Mayor.

Section 3 – Grievance Procedure: If an employee feels that the employee is a victim of sexual harassment, the employee is encouraged to file a grievance in writing with the City Manager or the Mayor, if the employee is unable or uncomfortable reporting to the City Manager. The City Manager or Mayor, if applicable, or their designee, will hear, entertain, and resolve allegations of sexual harassment in an expedient and discreet manner once such a grievance has been filed. Once a grievance has been filed, it will be the responsibility of the City Manager, or Mayor, if applicable, to immediately investigate the grievance.

ARTICLE VII – SUBSTANCE ABUSE

Section 1 – Drug Free Workplace: The City prohibits drug and alcohol use or impairment in the workplace to protect the public and the City’s employees. The Council may, in its discretion, test current employees and prospective employees for the presence of drugs or alcohol as a condition of hire or continued employment if it has a reasonable basis to require such testing. All testing shall conform to the requirements of Utah Code Ann. Section 34-38-1 *et seq.* Any employee or prospective employee failing or refusing to take the test will not be eligible for employment, or if employed, may be subject to termination. The City will consider all confirmed positive drug and alcohol test results with a medically sufficient explanation to be the equivalent of a negative drug test result.

Section 2 – City Action: Upon receipt of a verified or confirmed positive drug or alcohol test result, which indicates a violation of this policy, or upon the refusal of any employee or prospective employee to provide a sample, the Council may use that test result or refusal as the basis for all disciplinary or rehabilitative actions authorized herein, depending upon the circumstances.

Section 3 – Confidentiality: All information, interviews, reports, statements, memoranda, or test results received by the City, through this drug and alcohol testing program, are confidential communications and are not to be used or received as evidence, obtained in discovery or disclosed in any public or private proceeding, except to those having a demonstrated need to know, or in a proceeding related to an action taken by the City, or in defense of any action brought against the City, or as required by law. All testing results will be the property of the City, but test results may be released to the person who has been tested upon written request.

Section 4 – Acknowledgment: The City will require each employee to read this policy and sign a form stating that they have received and read a copy of this policy and agree to abide by its terms as a condition of continued employment. The signed acknowledgment will be kept in each employee's personnel file.

ARTICLE VIII – WORKERS COMPENSATION INSURANCE

Section 1 – General: Work-related accidents are covered by the workers compensation insurance. Premiums for this coverage are paid by the City. Employees are to report any work-related accidents to the Council, or applicable supervisor designated by the Council, as soon as possible and submit a written initial injury report to the Council or supervisor as soon as possible.

Section 2 – Payments: If a claim is approved by the Utah Labor Commission, the employee's medical costs and compensation will be paid by the worker's compensation insurance in accordance with the State policy. Because the City pays the total cost of worker's compensation insurance, an employee cannot draw sick leave pay while eligible for worker's compensation insurance payments.

Section 3 – Accounting for Sick and Annual Leave: The period of time an injured employee is off work and is waiting to qualify for worker's compensation insurance payments, will be charged to sick leave or vacation leave as selected by the employee. However, during the period an employee is eligible and receiving compensation from worker's compensation insurance, no sick leave or annual leave will be paid by the City.

ARTICLE IX – JOB CLASSIFICATIONS AND COMPENSATION

Section 1 – Compensation: The Council will conduct periodic market surveys to determine the salary range for particular job classifications and the salary, within the approved range, for particular employees based on their experience, qualifications, education, and other qualifying factors the Council deems relevant.

Section 2 – Performance Reviews: The Council will designate a Council Member or a supervisor to conduct periodic performance reviews to insure quality performance, provide feedback concerning employee performance, set work performance, and determine eligibility for merit raises. The Council may, in its discretion, require performance reviews more than once annually.

Section 3 – Merit Increases: The Council may, in its discretion, award merit increases in an employee’s compensation based on increased proficiency, qualifications, changes in an employee’s position or job description, or other circumstances that it deems to warrant an increase. Merit increases are not automatic but are subject to the results of an evaluation of the employee’s performance and the availability of sufficient budgeted funds.

Section 4 – Cost of Living Increases: The Council may, in its discretion, award cost-of-living increases to its employees, provided that all employees must receive the same cost of living increase and any such increases must be computed by the consumer price index published by the United States Bureau of Labor Statistics.

Section 5 – Pay Periods: Unless an exception is granted by the Department of Labor, as required by the FLSA, wages are to be calculated on a weekly basis and are to be paid at least twice monthly.

Section 6 – Overtime: Any non-salaried employee who is required to work more than 40 hours during any work week will be paid for all hours in excess of 40 at the rate of one and one-half times the regular rate at which the employee is employed or, at the Council’s election, will receive compensatory time off at the rate of one and one-half hours for each hour of employment for which overtime compensation would otherwise be required by the FLSA or any other applicable law.

Section 7 – Health Insurance and Retirement: The Council may elect, in its discretion, to provide health insurance and retirement benefits to its employees.

Section 8 – Payroll Deductions for Political Purposes Prohibited: The City will not deduct from the wages of its employees any amounts paid to:

1. A candidate as defined in Utah Code Ann. § 20A-11-101;
2. A personal campaign committee as defined in Utah Code Ann. § 20A-11-101;
3. A political action committee as defined in Utah Code Ann. § 20A-11-101;
4. A political issues committee as defined in Utah Code Ann. § 20A-11-101;
5. A registered political party as defined in Utah Code Ann. § 20A-11-101;
6. A political fund as defined in Utah Code Ann. § 20A-11-1402; or
7. Any entity established by a labor organization to solicit, collect, or distribute money primarily for political purposes as defined in Chapter 32 of Title 34 of the Utah Code.

ARTICLE X – LEAVE

Section 1 – Annual Leave: The following schedule will be used to earn vacation leave for full-time employees:

| Length of Service | Hours Earned |
|-------------------|--------------------------|
| 0 - 4 yrs | 3.0 hours per pay period |
| 4 plus - 9 yrs | 5.0 hours per pay period |
| 9 plus - 14 yrs | 7.0 hours per pay period |
| 14 plus yrs | 9.0 hours per pay period |

Part-time will receive 50% of these amounts.

Section 2 – Use of Annual Leave: An employee may use any or all accrued annual leave at any time subject to the approval of the Mayor or their supervisor, whichever is applicable. Vacations will be scheduled well in advance so as to meet the operating requirements of the City, and in so far as possible, the preference of the employees. It will be the responsibility of the Council, or a designated employee, to maintain records of vacation leave used by each employee. Such records will be turned into the Council at the end of each quarter, or immediately upon the employee's separation, to be placed in the employee's official personnel records.

Section 3 – Sick Leave: Sick leave will be accrued at the rate of 4.0 hours per pay period for all full-time employees and 2.0 hours for part-time employees. Sick leave may be used as it is accrued. Sick leave is to be used in case of personal illness or injury to the employee or immediate family with the exception that three of the 12 days accrued annually may be used for personal business during the year of accrual. Personal leave must be noted on the employee's time record as personal leave. Personal leave must be approved in advance and may be taken in increments of one hour. If personal business days are not used in the year accrued, they automatically revert to normal sick leave effective January 1. An employee's supervisor is authorized to send an employee home and require the employee to use sick leave when the employee comes to work sick and is unable to perform his job in a safe, productive and effective manner because of sickness.

Section 4 – Family and Medical Leave: Employees who have worked for the City for 1,250 hours during the previous 12 consecutive months and have been employed for at least 1 year are eligible for up to 12 work weeks of unpaid Family and Medical Leave during any 12 month period as determined by the City. The Mayor or designee, may approve, based on individual circumstances, leave for employees who do not meet the "hours" or "months" eligibility requirement. Eligible employees are entitled to Family and Medical Leave in the following situations:

1. The employee has a serious health condition that makes the employee unable to perform the employee's job.
2. The birth of an employee's child, or placement of a child for adoption or foster care.

3. Caring for the employee's spouse, son or daughter, or parent, who has a serious health condition.

Eligible employees are entitled to take 12 work weeks of unpaid Family and Medical Leave for these reasons in any 12 month period, which 12 month period will be determined by the City. These benefits are renewable each year, but cannot be accumulated from year to year.

Before Family and Medical Leave is granted to an employee, the City will require medical certification to support a request for leave because of serious health condition, and may require second and third opinions (at the employer's expense). A fitness for duty report to return to work will be required of all employees returning from Family and Medical Leave. The employee ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable."

The maximum 12 work weeks of Family and Medical Leave may be taken continuously or intermittently, if granted by the Mayor. The City requires that any available paid leave (sick leave, comp time, vacation, personal leave or other paid leave) be used by the employee as part of the 12 work weeks as provided in the "Family and Medical Leave Act of 1993."

Employees taking Family and Medical Leave will receive health benefits under the same terms and conditions as when they were on the job. Other benefit premiums, such as life insurance, long term disability insurance and short term disability insurance must be paid by the employee.

Employees are guaranteed the right to return from Family and Medical Leave to their previous or an equivalent position with no loss of benefits at the end of the leave. If there are layoffs or reductions in force while the employee is on Family and Medical Leave, and they would have lost their job had they remained, the employee loses their rights to reinstatement.

Section 5 – Leave of Absence: Leave of absence without pay or benefits up to 120 days may be granted by the Council. Leave of absence will not be regarded as an acquired right by an employee. Requests for a leave of absence will be made in writing and addressed to the Council. After the Council has made a decision, it will respond to the employee in writing stating the reasons for said decision. Benefits will not accrue while on leave of absence.

Section 6 – Paid Holidays: The following days have been designated by the City as paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Fourth of July (Independence Day)
6. Pioneer Day
7. Labor Day
8. Veterans' Day
9. Thanksgiving Day
10. Christmas Day

Section 7 – Bereavement Leave. Pursuant to Utah Code Ann. Section 10-3-1103, employees may take up to 3 work days of paid bereavement leave.

ARTICLE XI – ETHICS

Section 1 – Application of the Utah Public Officers’ and Employee’s Ethics Act: The requirements of the Ethics Act are applicable to City employees and Council Members. The definitions included in the Act are incorporated by reference.

Section 2 – Gratuities: Acceptance of gratuities, whether in the form of a gift, compensation or a loan, may cloud the ethical judgment of an employee or Council member and violate the Ethics Act. District employees and Council members will not seek or accept gratuities except under circumstances allowed by the Ethics Act such as proper political campaign contributions, bona fide loans made in the ordinary course of business, public awards or an occasional non-pecuniary gift having a value of \$50.00 or less.

Section 3 – Conflicts of Interest: No employee or Council member of the City may invest in any business entity which will create a substantial conflict between the private interests and public duties of the employee, contractor, or Council member.

Section 4 – Penalties: Any employee or Council member of the City who knowingly or intentionally violates the Ethics Act may be dismissed from employment or removed from office and may also face criminal penalties as provided in Utah Code Ann. § 67-16-12. In addition, the City may rescind or void a contract entered into in violation of the Act, including contracts and subcontracts with independent contractors without returning any part of the consideration the City has received, as provided in Utah Code Ann. § 67-16-14.

ARTICLE XII – GLOBAL GOVERNANCE-MANAGEMENT CONNECTION AND UNITY OF CONTROL

Decisions or instructions of individual Council members, officers or committees are not binding on the City staff except when the Council has specifically authorized such exercise of authority by individuals or committees.

ARTICLE XIII – COUNCIL OVERSIGHT

The Council manages the operation of the City. All authority over and accountability of employees and contractors are considered to be the responsibility of the Council.

ARTICLE XIV – TREATMENT OF CONSTITUENTS/OTHERS

Section 1 – General: With respect to interactions with constituents, members of the public, and others, Council members, employees, and contractors will not cause or allow conditions, procedures, actions or decisions which are unlawful, unethical, unsafe, disrespectful, disruptive,

undignified, imprudent, or in violation of Council policy. Accordingly, Council members, employees, and contractors will not:

1. Fail to develop and maintain positive relationships with constituents, public agencies and officials, contractors, service providers, insurers, consultants and others to effect the exchange of information, resources, programs and ideas to ensure the best interests of the public.
2. Fail to recommend policies and procedures to the Council that ensure compliance with all federal and state regulations and local laws.
3. Fail to provide for effective handling of complaints; including but not limited to prohibiting or making it difficult for a constituent to present a complaint to the Council if resolution has not been reached at the employee level.
4. Fail to disclose the opportunity to leverage relationships with other entities that share interests with the City.
5. Use methods of collecting, reviewing, transmitting or storing information that fail to protect confidential information.

Section 2 – Financial Management: With respect to the actual, ongoing condition of the City's financial health, Council members and employees will not cause or allow a material deviation from the policies adopted by the Council, cause or allow any fiscal condition that is inconsistent with achieving the Council's directives, fail to exercise due and prudent care, or place the long term financial health of the organization in jeopardy. Accordingly, Council members and employees may not:

1. Expend more funds than are conservatively projected to be received in the fiscal year, unless revenues are made available from unrestricted net assets, or other reserves in excess of minimum fund balances, as approved by the Council.
2. Indebt the City or create obligations beyond the City's anticipated revenues.
3. Fail to meet obligations in a timely manner.
4. Fail to continually review expenditures and effectiveness of budgetary controls of the City and present to the Council quarterly financial reports.
5. Allow reports or filings required by any local, state or federal agency to be overdue or inaccurately filed.
6. Expend any funds without disclosing to the Council any conflict of interest or fail to annually provide a conflict of interest report to the Council.
7. Fail to aggressively pursue receivables after a reasonable grace period.

8. Fail to keep complete and accurate financial records on a modified accrual basis by fund type and accounts in accordance with GAAP.

9. Receive, process or disburse funds under controls that are inconsistent with GAAP.

10. Violate the City's purchasing policy. Splitting orders to avoid this limit is not acceptable.

11. Change fee structures without properly executed public notice, public hearings and Council approval.

12. Use any long term reserves without the express consent of the Council.

13. Develop or administer any program that leverages the benefit of any individual Council or employee.

14. Fail to make an annual presentation to the Council of the City's goals, budget and activities.

Section 3 – Asset Protection: The Council, employees and contractors will not allow City assets to be unprotected, inadequately maintained, inappropriately used or unnecessarily risked. Accordingly, City Council, employees, and contractors (when applicable) will not:

1. Fail to insure adequately against theft and casualty and maintain adequate liability protection for Council members, employees, and the City itself.

2. Unnecessarily expose the City, the Council, employees, or contractors to claims of liability.

3. Fail to obtain insurance coverage against theft and property losses to 100 percent of replacement value.

4. Allow personnel access to material amounts of funds or fail to manage each major fund of the City, and closely supervise those having the care, management, collection, or distribution of public monies belonging to the City.

5. Subject facilities and equipment to improper wear and tear or insufficient maintenance.

6. For Council members and employees, make any purchases without strict compliance with the City's purchasing policies and procedures.

7. Receive, process or disburse funds under controls which are insufficient to meet the compliance standards of the City's Independent Auditor.

8. Invest or hold funds in instruments that are non-compliant with the State Money Management Act.

9. Fail to protect public records, City information and files from loss or significant damage.

10. Acquire, encumber or dispose of real property without a recommendation from the Council.

11. Fail to maintain a minimum general fund balance of 50% of the current year's property tax collections, unless authorized by the Council; nor allow the general fund balance to exceed 100% of the current year's property tax collections.

12. Fail to manage City assets in compliance with GASB Statement No. 34, and the asset capitalization policy adopted by the Council.

13. Endanger the organization's public image or credibility, particularly in ways that would hinder its purpose, mission and values.

Section 4 – Communication and Support to the Council: City staff will give the Council as much information as necessary to allow the Council to be adequately informed and supported in their work. Accordingly, City staff and contractors will:

1. Submit monitoring data required by the Council in a timely, accurate and understandable fashion, directly addressing provisions of the Council policies being monitored and including the staffs' or contractors' interpretations.

2. Advise the Council in a timely manner of trends, facts and information relevant to the Council's work.

3. Advise the Council of significant transfers of money within funds or other changes substantially affecting the organization's financial condition.

4. Advise the Council of changes in assumptions upon which Council policy has been established.

5. Provide for the Council as many staff and external points of view and opinions as needed for fully informed Council decisions.

6. Advise the Council if, the Council or individual members are not in compliance with the Council's policies, particularly in the case of Council or Council member behavior that is detrimental to the work relationship between the Council and the Mayor.

7. Provide a mechanism for official Council, officer or committee communication.

8. Work with the Council as a whole except when:

- a. Fulfilling reasonable individual requests for information.
 - b. Working with officers or committees duly charged by the Council.
 - c. Communicating with the Mayor.
9. Report in a timely manner any actual or anticipated noncompliance with any Council or other policy.
10. Supply sufficient information about items on the agenda to enable Mayors of the Council to make informed decisions.
11. Provide to Council members a draft copy of Council meeting minutes within twenty (20) working days after each meeting.
12. Provide electronic notice to Council members, including a proposed agenda and related information at least five days prior to a scheduled Council meeting.
13. Supply for the consent agenda all items delegated to the Mayor, yet required by law or contract to be Council-approved, along with monitoring assurance.

ARTICLE XV – ACCEPTABLE USE POLICY

Section 1 – General: This acceptable use policy constitutes a “written policy of the public servant’s entity” for the purposes of Utah Code Ann. § 76-8-402(1)(a)(iii).

Section 2 – Authorization: City public servants are authorized to use public property for personal use as provided in this Article.

Section 3 – Guidelines: City public servants are encouraged to use City public property of in a manner that complies with the following:

- 1. The use does not damage the public property;
- 2. The use does not cost the City more than \$2,500.00;
- 3. The use does not interfere with use of the public property as intended for the public use; and
- 4. The use allows public servants who have been authorized, formally or informally, to use SCSA# equipment for personal use to do so in accordance with state laws.

Section 4 – Warnings: If the Council, a Council member, or a City supervisor believes that a public servant is using public property in a manner contrary to the guidelines set forth in Article XV, Section 3, the Council, Council members, or supervisor will give the public servant a written

statement that describes the public servant’s improper use of SCOSA# public property and informs the public servant that he or she should immediately stop using the public property in a manner that is contrary to the guidelines.

Section 5 – Repeat Violations: A public servant will violate this Article if he or she:

1. Receives a warning under Section 4 of this Article that is not appealed or is upheld by the Council; and
2. Uses public property in the same or in a substantially similar manner as set forth in the previously issued warning within a year of that warning.

Section 6 – Demand for Payment: If a public servant violates this Article, the City will demand in writing that the applicable public servant repay the full cost of his or use personal use of public property. Any written demand that the City issues under this Section must include the total amount owing, an explanation of how the City calculated the amount owing, and a deadline for the public servant to repay the amount owing. The public servant’s use of the public property will be deemed to be unauthorized if the public servant does not repay the amount owing within the time allotted in the written demand. Provided, however, that a public servant may respond to a written demand by requesting a re-payment schedule, which request the Council, in its sole discretion may approve or deny. If the Council establishes a re-payment schedule, failure of the public servant to comply with that re-payment schedule will constitute the unauthorized use of City’s public property.

Section 7 – Appeals: A public servant may appeal a warning or demand for payment issued under this Article to the Council if the public servant believes the warning or demand for payment is in error or is otherwise improper under this Article or applicable law. The public servant must file a written appeal with the Council within 10 days of the public servant’s receipt of the warning or demand for payment. The Council will hear the appeal at its next regularly scheduled meeting or, in its discretion, hold a special meeting to hear the appeal. When hearing an appeal filed under this Section, the Council will review the warning or demand for payment de novo along with any information or evidence provided by the public servant. The public servant will bear the burden of proof of showing by a preponderance of the evidence that the warning or demand for payment is in error. The Council will issue a written decision explaining the reasoning for its decision and will provide the public servant with a copy of its decision, provided that any decision issued under this Section must include the following disclaimer: “This decision pertains to an internal City employment matter and does not constitute evidence of any criminal wrongdoing.”

Section 8 – Disciplinary Action:

1. A public servant who violates this Article will be subject to all applicable disciplinary actions set forth in this Policy and may be subject to civil and criminal penalties under Utah and federal law, depending on the circumstances, provided:

a. If an independent contractor violates this Article, such violation will constitute grounds for the City to rescind or void a contract entered into with that independent contractor;

b. A Council member who violates this Article may be subject to civil and criminal penalties, including but not limited to disqualification from office pursuant to Utah Code Ann. § 76-8-404; and

c. The Council may, in its discretion, refer violations under this Article to the appropriate law enforcement authorities if the Council has reason to believe that a public servant has committed a crime.

ARTICLE XVI – HIGHER LAW TO CONTROL AND SEVERABILITY

In the event of any conflict between this Policy and any applicable federal or state law, rule or regulation, the law, rule or regulation, including amendments and modifications thereto, shall control to the extent of such inconsistency. The provisions of this Policy are further declared to be severable, and if any provision of this Policy shall, for any reason, be held to be invalid or unconstitutional or if the application of this Policy to any person or circumstance is held to be invalid or unconstitutional, such holding shall not affect the validity of the remaining provisions of the ordinance codified in this Policy.

At-Will Employment Acknowledgement and Wiaver

Pursuant to Utah Code Ann. § 10-3-1105(2)(e), I acknowledge that my employment with Magna City (“City”) is **at will**. I understand and agree that my employment is not for any definite term and may be terminated by the City or by me at any time, with or without cause, and with or without notice, subject only to applicable law. I acknowledge that no oral or written statement, policy, handbook, or representation by any supervisor, manager, or elected official alters my at-will employment status unless expressly approved by the City Council in a written contract signed by authorized representatives.

I acknowledge that I have been informed that certain employees of a municipality may be entitled to pre-disciplinary or pre-termination procedures under **Utah Code Annotated § 10-3-1106**, including notice and an opportunity to respond prior to suspension or termination. I further acknowledge that under Utah Code Ann. § 10-3-1105(2)(e), an employee may voluntarily waive those statutory procedures.

By signing this acknowledgment, I **knowingly, voluntarily, and expressly waive** any right I may have to the disciplinary, pre-termination, pre-suspension, or other rights or procedures described in Utah Code Ann. § 10-3-1106, to the fullest extent permitted by § 10-3-1105(2)(e). I understand that as a result of this waiver, the City may discipline, suspend, or terminate my employment without providing those statutory procedures, and that my status will remain strictly at will.

I confirm that this waiver is voluntary, is not a condition of any existing contractual employment right, and is executed without coercion or improper pressure. I have been given the opportunity to ask questions and to seek independent advice and legal counsel before signing. I understand that this waiver does not limit any rights that cannot be waived under federal or state law, including claims for unlawful discrimination, retaliation, or other protected rights.

Employee Name: _____

Employee Signature: _____ Date: _____

Position/Department: _____

City Representative: _____ Date: _____
Title: _____

MAGNA CITY COUNCIL

RESOLUTION NO. R2026-13

DATE: February 10, 2026

A RESOLUTION OF THE MAGNA CITY COUNCIL ADOPTING THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

WHEREAS, a Comprehensive Emergency Management Plan (“CEMP”) provides an emergency management system encompassing all aspects of pre- emergency preparedness and post-emergency response, recovery and mitigation; and

WHEREAS, a CEMP can reduce the vulnerability of citizens community of the City of Magna (“**Magna**”) to loss of life, injury, damage and destruction of property during natural, technological, or human-caused emergencies and disasters or during hostile military or paramilitary actions; and

WHEREAS, a CEMP can help Magna: (1) prepare for prompt and efficient response and recovery to protect lives and property affected by emergencies and disasters; (2) respond to emergencies using all systems, plans and resources necessary to preserve the health, safety and welfare of persons affected by an emergency; and (3) recover from emergencies and disasters by providing for the rapid and orderly restoration and rehabilitation of persons and property affected by emergencies; and

WHEREAS, Magna is located within the jurisdiction of the Greater Salt Lake Municipal Services District (“**MSD**”), which has adopted a CEMP; and

WHEREAS, the Magna Council desires to adopt the MSD’s CEMP as the Magna CEMP in the interest of the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE MAGNA CITY COUNCIL:

1. Adoption of an Emergency Operations Plan. The Council adopts the MSD’s CEMP, attached as **Exhibit 1**, as the emergency operations plan for Magna, including its designation of an alert plan, and alert system.

2. Adoption of the National Incident Management System (“NIMS”). The Council adopts the NIMS as a framework to integrate and coordinate the emergency response and recovery actions of all levels of government in Magna.

3. Effective Date. This Resolution shall take effect immediately.

[Execution on following page]

APPROVED and ADOPTED this 10th day of February 2026.

MAGNA CITY COUNCIL

By: _____
Mick Sudbury, Mayor

ATTEST:

By: _____
Diana Baun, City Recorder

MAGNA CITY COUNCIL VOTE:

| | | |
|-------------------------|--------|-----|
| Council Member Pierce | voting | ___ |
| Council Member George | voting | ___ |
| Council Member Jensen | voting | ___ |
| Council Member Prokopis | voting | ___ |
| Council Member Olsen | voting | ___ |