

**RESOLUTION NO. 03-03-2020**

**A RESOLUTION OF THE SANTAQUIN CITY COUNCIL AUTHORIZING A CONTRACT RENEWAL AND EXTENSION FOR THE CITY MANAGER POSITION**

**WHEREAS**, Santaquin City (hereinafter the “City”) is a municipality and political subdivision of the State of Utah; authorized by Utah law to employ a city manager to perform such duties on behalf of the City as may be established by ordinance; and

**WHEREAS**, the City previously adopted an ordinance authorizing the employment of a City Manager and establishing certain duties and responsibilities of the same; and

**WHEREAS**, the Santaquin City Council hired Benjamin A. Reeves (hereinafter called “Reeves”) to be the City Manager on December 1, 2009, and is pleased with the service he has rendered on behalf of the citizens of Santaquin City and its elected leaders; and

**WHEREAS**, the City desires to renew its employment contract with Reeves to the extend the duration of his employment as the City Manager, to encourage his continuing employment with the City, and to provide a measure of security in his employment; and

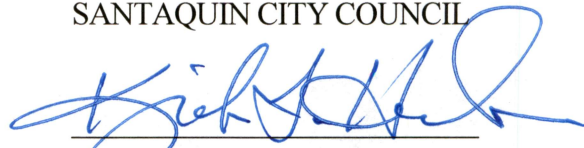
**WHEREAS**, Reeves desires to continue his employment with the City under certain terms and conditions; and

**WHEREAS**, the parties now desire to enter into this Agreement in order to establish the terms and conditions of Reeves’ continued employment with the City.


**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Santaquin City, State of Utah, to authorize the acceptance of the “Santaquin City Manager Employment Agreement,” a copy of which is attached hereto.

PASSED AND APPROVED this 3<sup>rd</sup> day of March, 2020.

SANTAQUIN CITY COUNCIL

  
Kirk F. Hunsaker, Mayor

ATTEST:

  
K. Aaron Shirley, City Recorder

## SANTAQUIN CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 3<sup>rd</sup> day of March, 2020, by and between **Santaquin City**, a fourth-class city and political subdivision of the State of Utah (hereinafter called "City") and **Benjamin A. Reeves**, (hereinafter called "Reeves").

### WITNESSETH:

**WHEREAS**, Santaquin City (hereinafter the "City") is a municipality and political subdivision of the State of Utah; authorized by Utah law to employ a city manager to perform such duties on behalf of the City as may be established by ordinance; and

**WHEREAS**, the City previously adopted an ordinance authorizing the employment of a City Manager and establishing certain duties and responsibilities of the same; and

**WHEREAS**, the Santaquin City Council hired Benjamin A. Reeves (hereinafter called "Reeves") to be the City Manager on December 1, 2009, and is pleased with the service he has rendered on behalf of the citizens of Santaquin City and its elected leaders; and

**WHEREAS**, the City desires to renew its employment contract with Reeves to the extend the duration of his employment as the City Manager, to encourage his continuing employment with the City, and to provide a measure of security in his employment; and

**WHEREAS**, Reeves desires to continue his employment with the City under certain terms and conditions; and

**WHEREAS**, the parties now desire to enter into this Agreement in order to establish the terms and conditions of Reeves' continued employment with the City.

**NOW, THEREFORE**, based on the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows:

1. **EMPLOYMENT.** The City agrees to employ Reeves and Reeves agrees to be employed by the City, in the capacity of City Manager. In his capacity as City Manager, Reeves shall report directly to the Mayor concerning those duties for which the Mayor has authority pursuant to state law and/or local ordinance. Reeves shall report directly to the City Council concerning those duties for which the City Council has authority pursuant to state law and/or local ordinance.
2. **TERM.** The term of this Agreement shall be for an initial renewal period of three (3) years, commencing March 4, 2020 and ending March 3, 2023, unless it is terminated earlier as set for in Section 13. At the conclusion of the initial renewal period, this

Agreement shall automatically be renewed for an additional two (2) year term unless notice that the Agreement shall terminate is given at least six (6) months before the expiration date thereof. In the event the Agreement is not renewed, all compensation, benefits and requirements of this Agreement shall remain in effect until the expiration of the term of the Agreement unless Reeves voluntarily resigns, is unable to perform the duties set forth in the Agreement, or is terminated for cause as set forth in Section 13.

3. **DUTIES.** During the term of this Agreement, Reeves, as City Manager for the City, shall perform those duties designated in section 1-6A-5 of the Santaquin City Code, and such additional duties as may be assigned to him from time to time by the Mayor and/or City Council. Reeves shall at all times faithfully, diligently and conscientiously perform all of the duties that may be required of and from him pursuant to the express and implied terms of this Agreement in a professional, competent and ethical manner.
4. **TIME AND EFFORT.** Reeves shall devote whatever time is necessary to satisfactorily perform the duties of City Manager, but it is agreed that Reeves shall work, on average, a minimum of forty (40) hours per week. Reeves is an exempt employee and, therefore, does not qualify and is not entitled to receive overtime compensation or compensatory time off.
5. **SALARY.** For the purposes of this contract renewal, Reeves' salary shall not be altered from its current level. However, for continuing to perform the ever increasing duties of City Manager and for assuming additional supervisory and budgetary responsibilities due to the tremendous growth of the City since his employment began on December 1, 2009, the salary grade of the City Manager position shall increase from a Grade 30 to a Grade 31, thus allowing the potential for future salary growth within the newly established salary range of the City Manager position dependent upon Reeves' future performance. Reeves shall be eligible for cost of living increases as the same may be from time to time approved by the City Council for other City employees, less applicable federal and state tax withholdings and other deductions required by law or authorized by Reeves, payable in substantially equal installments bi-weekly in accordance with the City's regular payroll schedule. Notwithstanding, the City may in its sole discretion, upon the favorable performance review of Reeves by the City, increase the salary of Reeves from time to time. The Mayor conduct at least one annual evaluation of Reeves.
6. **BENEFITS.** Reeves shall be eligible to participate in the benefit programs of the City that are available to all other regular, full-time employees.
  - a) **Health, Disability and Life Insurance Benefits.** The City agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and

comprehensive medical insurance for Reeves and his dependents on the same terms and conditions that such insurance benefits are provided to all other full time employees of Santaquin City.

- b) **Vacation.** Reeves shall be credited annually with Twenty (20) days annual vacation. Employee agrees to plan his vacations around the needs of the City in consultation with the Mayor.
- c) **Sick Leave.** Reeves shall accrue sick leave equal to the highest annual accrual provided to all other employees pursuant to the Santaquin City Employee Policies and Procedures Handbook.
- d) **Holidays.** Reeves shall receive paid time off for all state and Federal holidays in the same manner as provided to all other full-time employees pursuant to the Santaquin City Employee Policies and Procedures Handbook.
- e) **Retirement.** The City agrees to ensure that all contributions are made on Reeves' behalf in the same manner as provided to all other full-time employees pursuant to the Santaquin City Employee Policies and Procedures Handbook.
- f) **Tuition Assistance.** Should Reeves choose to continue his education in a program that would benefit the City and his profession, the City agrees to contribute full tuition assistance reimbursements to Reeves and ensure that all contributions are made on Reeves' behalf in the same manner as provided generally to other full time employees pursuant to the Santaquin City Employee Policies and Procedures Handbook.

7. **REIMBURSEMENT OF EXPENSES.** The City shall reimburse Reeves for reasonable expenses necessarily incurred by him in connection with the work performed by Reeves for or on behalf of the City upon presentment of an expense reimbursement request containing a detailed itemization of the expenses for which reimbursement is sought, together with receipts or other appropriate documentation relating to those expenses.

- a. City, subject to the prior approval and discretion of the City Council, agrees to budget for and to pay for professional licensing, dues and subscriptions of Reeves necessary for continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for Reeves' continued professional participation, growth, and advancement, and for the good of the City.
- b. City, subject to the prior approval and discretion of the City Council, agrees to provide Reeves a six hundred dollar (\$600.00) monthly automobile mileage

stipend to cover all costs incurred while traveling to and from official City business, excluding travel in excess of one hundred (100) miles in distance (one way) for any single business item. This stipend is not intended to cover normal commute mileage, which is the sole responsibility of Reeves.

- c. City, subject to the prior approval and discretion of the City Council, agrees to budget for and to pay for travel and subsistence expenses of Reeves for professional and official travel, meetings, and occasions to adequately continue the professional development of Reeves and to pursue necessary official functions for the City, which exceeds one hundred (100) miles in distance. Mileage reimbursement shall be administered in accordance with the Santaquin City Employee Policies and Procedures Handbook.

8. **TECHNOLOGY.** The City shall provide Reeves with a computer, software, fax/modem and cell phone required for Reeves to perform the job and to maintain communication. Use of such equipment shall be in accordance with the Santaquin City Employee Policies and Procedures Handbook.

9. **COVENANT NOT TO DISCLOSE CONFIDENTIAL OR PROPRIETARY INFORMATION.** Reeves acknowledges that, as City Manager, he has received and will continue to receive confidential or proprietary information of the City, including such information that may be originated by or imparted to him from time to time in the course of Reeves' employment. Reeves agrees what he shall not at any time, whether during the time that he is employed by the City or at any time thereafter, disclose to any person or entity or use any confidential or proprietary information in any manner whatsoever without the prior written consent of the Mayor or City Council. Upon the request of the City while Reeves is employed by the City, or upon the termination of Reeves' employment with the City, Reeves will turn over to the City all documents, papers or other materials in Reeves' possession, custody or control which may contain or be derived from confidential or proprietary information of the City. The term "confidential or proprietary information" shall include, without limitation, all trade secrets, financial information, customer information, litigation strategy, and all other information involving or reasonably related to the business of the City, and any tangible article which embodies such confidential or proprietary information.

10. **OUTSIDE ACTIVITIES.** The employment provided for by this Agreement shall be the Employee's primary employment. However, the City recognizes that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community. As such, Reeves may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangement must neither interference with nor cause a conflict of interest with his responsibilities under this

Agreement. Prior to any such acceptance of any additional outside employment activity, Reeves shall obtain the written consent of the Mayor for each such activity, which consent shall not be unreasonably withheld.

**11. REMEDIES FOR BREACH OF THE COVENANT NOT TO DISCLOSE**

**CONFIDENTIAL OR PROPRIETARY INFORMATION.** In the event of a breach or threatened breach by Reeves of the provisions of the covenant not to disclose confidential or proprietary information, a court of competent jurisdiction may issue a restraining order or an injunction against Reeves, restraining or enjoining him from taking, copying, using, disclosing, giving, selling, or transferring to any other person or entity any of the City's confidential or proprietary information. In addition, the City shall be entitled to any and all other remedies available to the City at law or in equity, and no action by the City in pursuing a given remedy shall constitute an election to forego other remedies.

**12. ADHERENCE TO CITY POLICIES.** Reeves agrees to comply with the provisions of the Santaquin City Employee Policies and Procedures Handbook, to the extent that such policies and procedures are not contrary to or inconsistent with the terms of this Agreement. To the extent that any provisions in the City's personnel policies and procedures are contrary to or inconsistent with the terms of the Agreement, the terms of this Agreement shall apply.

**13. TERMINATION.** For the purpose of this Agreement, termination shall occur when:

- a) At least four of the six members of the City Council vote to terminate Reeves at a duly authorized public meeting.
- b) If the City, citizens or state legislature amends any provision of the Santaquin City Code or the Utah Code pertaining to the role, powers, duties, authority, responsibilities of the position of City Manager that substantially changes the form of government, Reeves shall have the right to declare that such amendments constitute termination.
- c) If the City reduces the base salary, compensation or any other financial benefit of Reeves, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as termination.
- d) If Reeves resigns following an offer to accept resignation, whether formal or informal, by at least four of six members of the City Council that Reeves resigns, then Reeves may declare a termination as of the date of the suggestion.

- e) Breach of contract declared by either party within a 30 day cure period for either Reeves or the City. Written notice of a breach of contract shall be provided in accordance with the provisions of paragraph 17.

14. **SEVERANCE PAY.** Except in the case of removal for cause or Reeves's voluntary resignation, which nullify Reeves' entitlement to severance, the City shall cause Reeves, upon his removal, to be paid any unpaid balance of his salary, vacation, and sick time in accordance with the Santaquin City Employee Policy and Procedures Handbook, due through the date of his removal together with his salary at the same rate for one (1) calendar month per one (1) full year of service performed by Reeves, following the date of his removal, up to a maximum of twelve (12) months of severance pay. Severance shall be paid in a lump sum, within thirty (30) days of termination unless otherwise agreed to by the City and by Reeves. Apart from the severance payment of salary there are no other payments, benefits or entitlements pertaining to severance unless otherwise agreed to by the City and by Reeves.

15. **OTHER AGREEMENTS.** Reeves warrants that, to the best of his knowledge, the execution and delivery of this Agreement and the performance of his duties hereunder will not violate the term of any other agreement to which he is a party or by which he is bound.

16. **BONDING.** The City shall bear the full cost of any fidelity or other bonds required of Reeves under any law or ordinance including errors and omissions insurance premiums.

17. **NOTICES.** Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- a) **CITY:** Santaquin City, 275 West Main Street, Santaquin, Utah 84655
- b) **REEVES:** Benjamin A. Reeves, 652 Summit Trails, Santaquin, Utah 84655

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

18. **MISCELLANEOUS.**

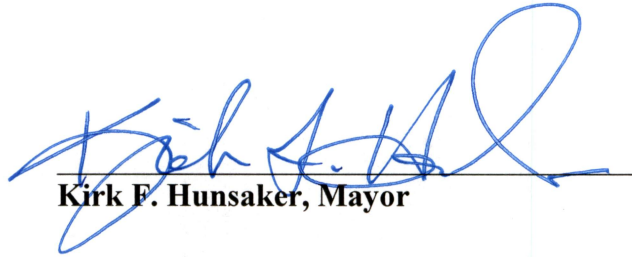
- a) **Attorney's Fees and Costs.** In the event that either party commences an action to enforce the terms of this Agreement, or to recover for its breach, the prevailing

party shall be entitled to recover from the non-prevailing party his or its attorneys' fees and costs incurred therein.

- b) **Headings.** The headings used herein are inserted for convenience only and shall not be construed as having any substantial significance or meaning whatsoever.
- c) **Assignability.** The rights and duties under this Agreement are not assignable by either party.
- d) **Binding Effect.** Subject to the provisions of paragraph 14, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors and assigns.
- e) **Entire Agreement.** This Agreement sets forth the entire agreement between and among the parties regarding the specific subject matter of this Agreement, and this Agreement supersedes and terminates all prior agreements, representations and understandings, written or oral, pertaining thereto. All obligations shall commence upon the effective date of this Agreement. Any modifications, amendments, or changes to this Agreement will be binding upon the parties only if agreed upon in writing by the parties.
- f) **Effect of Waiver.** No waiver by any party of any breach of any term or provision of this Agreement shall be construed to be, nor be, a waiver of any preceding, concurrent or succeeding breach of the same, or of any other term or provision hereof.
- g) **Unenforceable Provisions.** In the event that any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining parts herein shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable part(s) had not been included herein.
- h) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.



SANTAQUIN CITY



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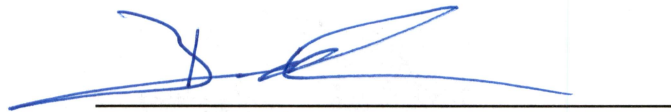
**Kirk F. Hunsaker, Mayor**

ATTEST:



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**K. Aaron Shirley, City Recorder**



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**Benjamin A. Reeves,  
City Manager**