

RESOLUTION NO. 02-04-2014

**A RESOLUTION OF THE SANTAQUIN CITY COUNCIL, AUTHORIZING AN
EMPLOYMENT AGREEMENT FOR THE SANTAQUIN CITY
DIRECTOR OF PUBLIC WORKS**

WHEREAS, Santaquin City is a municipality and political subdivision of the State of Utah; and

WHEREAS, the City is authorized by Utah law to employ a Director of Public Works to perform such duties on behalf of the City as may be established by law or ordinance; and

WHEREAS, the Santaquin City Council hired Eva to be the Director of Public Works on July 1, 2010, and is pleased with the service he has rendered on behalf of the citizens of Santaquin City and its elected leaders; and


WHEREAS, Eva 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 Eva's continued employment with the City.


NOW, THEREFORE, BE IT ORDAINED by the City Council of Santaquin City, State of Utah, to authorize the acceptance of the "Santaquin City Director of Public Works Employment Agreement", a copy of which is attached hereto.

PASSED AND APPROVED this 5th day of February, 2014.

SANTAQUIN CITY COUNCIL


Kirk F. Hunsaker, Mayor

ATTEST:


Susan B. Farnsworth, City Recorder



SANTAQUIN CITY DIRECTOR OF PUBLIC WORKS EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 5 day of February, 2014, by and between **SANTAQUIN CITY**, a fifth-class city and political subdivision for the State of Utah (hereinafter called "City") and **WADE A. EVA**, (hereinafter called "Eva").

WHEREAS, Santaquin City is a municipality and political subdivision of the State of Utah; and

WHEREAS, the City is authorized by Utah law to employ a Director of Public Works to perform such duties on behalf of the City as may be established by law or ordinance; and

WHEREAS, the Santaquin City Council hired Eva to be the Director of Public Works on July 1, 2010, and is pleased with the service he has rendered on behalf of the citizens of Santaquin City and its elected leaders; and

WHEREAS, Eva 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 Eva's continued employment with the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the City and Eva as follows:

1. **EMPLOYMENT.** The City agrees to employ Eva and Eva agrees to be employed by the City, in the capacity of Director of Public Works. In his capacity as Director of Public Works, Eva shall report directly to the City Manager.
2. **TERM.** The term of this Agreement shall be for an initial period of three (3) years, commencing February 5, 2014 and ending February 4, 2017, unless it is terminated earlier as set forth in Section 12. 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 Eva voluntarily resigns, is unable to perform the duties as set forth in the Agreement, or is terminated for a material breach of the terms of this Agreement or for cause as set for in Section 12.
3. **DUTIES.** During the term of this Agreement, Eva, as Director of Public Works or his designee for the City, shall perform those duties designated in the Santaquin City Public Works Director Job

Description (Exhibit A), and such additional duties as may be assigned to him from time to time by the City Manager. Eva 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.** Eva shall devote whatever time is necessary to satisfactorily perform the duties of Director of Public Works, but it is agreed that Eva shall work, on average, a minimum of forty (40) hours per week. Eva is an exempt employee and, therefore, does not qualify and is not entitled to receive overtime compensation or compensatory time off.

5. **SALARY.** During the term of this Agreement, Eva shall be paid an annual salary of Seventy-Four Thousand Five Hundred and Eighty-Nine dollars (\$74,589), plus 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 Eva, payable in substantially equal installments bi-weekly in accordance with the City's regular payroll schedule. Notwithstanding, the City may at its sole discretion, upon the favorable performance review of Eva by the City, increase the salary of Eva from time to time. The City agrees to conduct at least one annual evaluation of Eva.

6. **BENEFITS.** Eva shall be eligible to participate in the benefit programs of the City that are available to all other regular, full-time employees.
 - a) **Insurance Benefits.** The City agrees to provide and to pay the insurance premiums for life, vision, hospitalization, surgical, comprehensive medical insurance for Eva and his dependents equal to that which is provided to all other full time employees of Santaquin City.
 - b) **Vacation.** Eva shall receive vacation benefits pursuant to the terms of the Santaquin City Employee Policy and Procedure Manual.
 - c) **Sick Leave.** Eva shall accrue sick leave equal to the highest annual accrual provided to other employees pursuant to the Santaquin City Employee Policies and Procedures Manual.
 - d) **Holidays.** Eva shall receive paid time off for State and Federal holidays the same as provided to all other full time employees pursuant to the Santaquin City Employee Policies and Procedures Manual.

- e) **Retirement.** The City agrees to continue to make contributions to Eva's retirement account with no decrease in the rate of contribution, unless said decrease is applied similarly to all other full time employees for whom the City contributes.

7. **REIMBURSEMENT OF EXPENSES.** The City shall reimburse Eva for reasonable expenses necessarily incurred by him in connection with the work performed by Eva 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. Preauthorization of expenses shall be in accordance with City policy as established from time-to-time by the City Council.

- a. City, subject to the approval and discretion of the City Council, agrees to budget for and to pay for professional dues and subscriptions of Eva necessary for continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for Eva's continued professional participation, growth, and advancement, and for the good of the City.
- b. City, subject to the approval and discretion of the City Council, agrees to budget for and to pay for travel and subsistence expenses of Eva for professional and official travel, meetings, and occasions to adequately continue the professional development of Eva and to pursue necessary official functions for City.
- c. City, subject to the approval and discretion of the City Council, agrees to budget for and to pay for travel and subsistence expenses of Eva for short courses, institutes, and seminars that are necessary for Eva's professional development and for the good of the City.

8. **COVENANT NOT TO DISCLOSE CONFIDENTIAL OR PROPRIETARY**

INFORMATION. Eva acknowledges that, as Director of Public Works, 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 in the course of Eva's employment. Eva agrees that 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 unless revelation is necessary in the performance of his duty. Upon the request of the City while Eva is employed by the City, or upon the termination of Eva's employment with the City, Eva will turn over to the City all documents, papers or other materials in Eva's 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, case files, personnel files 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.

9. **REMEDIES FOR BREACH OF THE COVENANT NOT TO DISCLOSE CONFIDENTIAL OR PROPRIETARY INFORMATION.** In the event of a breach or threatened breach by Eva 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 Eva, 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.
10. **ADHERENCE TO CITY POLICIES.** Eva agrees to comply with the City's personnel policies and procedures, 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.
11. **TERMINATION.** For the purpose of this Agreement, termination shall occur when:
- a) a majority of the governing body votes to terminate Eva at a duly authorized public meeting;
 - b) Eva resigns within two (2) working days of an action by the City, citizens or the state legislature to amend any provision of Santaquin City Code or Utah Code pertaining to the role, powers, duties, authority, responsibilities of the position of Director of Public Works that substantially alters the position of Director of Public Works;
 - c) Eva resigns within two (2) working days of an action by the City Council that reduces the base salary, compensation or any other financial benefit of Eva, unless it is applied in no greater percentage than the average reduction of all department heads;
 - d) Eva resigns within two (2) working days of an offer to accept resignation, whether formal or informal, by a vote of the majority of all members of the governing body; or
 - e) Eva is unable to perform the duties of Director of Public Works as described in paragraph 3 hereto.
12. **SEVERANCE PAY.** Except in the case of removal for cause (as defined by Santaquin City Policies and Procedures), or Eva's breach of contract or Eva's voluntary resignation, which nullify Eva's entitlement to severance, the City shall cause Eva, 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 Procedure Handbook, accrued through the date of his removal together with his salary at the same rate for the next six (6) calendar months following the date of his removal. Severance shall be paid in a lump sum unless otherwise agreed to by the City and by Eva. Apart from payment of six (6)

months of salary there are no other payments, benefits or entitlements pertaining to severance.

13. **OTHER AGREEMENTS.** Eva 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.

14. **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) **EVA:** Wade A. Eva, 260 West 100 North, 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.


15. **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 attorney's 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 Eva.
- d) **Binding Effect.** Subject to the provisions of paragraph 13, 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 parts 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


Kirk F. Hunsaker, Mayor

ATTEST: 
Susan B. Farnsworth,
City Recorder





Wade A. Eva,
Director of Public Work

Exhibit A – Job Description



Job Description

Title:	Public Works Director	Code:	700
Division:	Administration	Effective Date:	01/03
Department:	Public Works	Last Revised:	02/11

GENERAL PURPOSE

Performs a variety of **managerial duties** related to planning, organizing, coordinating, controlling, and directing all phases of city-wide public works operations and maintenance, including facilities maintenance, water, streets, sewer, gas, landfill, storm drains, fleet maintenance, parks and cemetery. Performs **technical operations duties** in the construction and maintenance of various public works projects.

SUPERVISION RECEIVED

Works under the broad policy guidance and direction of the City Manager.

SUPERVISION EXERCISED

Provides close to general supervision to Operations Manager, Utility Maintenance Operator(s) III, II and I.

ESSENTIAL FUNCTIONS

Administration and Supervision: Serves as administrative advisor and liaison to city council, committees, and boards as needed to inform and apprise on public works issues; provides technical insight and recommendations related to determining public works policies, goals and objectives; receives directives from City Manager and city council, formulates implementation options and strategies, participates in public meetings and hearings; educates the public through media, reports, public meetings and presentations.

Determines work priorities and delegates assignments to subordinate personnel; supervises operational projects; provides quality assurance review of work in progress; monitors and administers consultant service contracts; allocates equipment and vehicles to departments; evaluates employee performance.

Directs the preparation and development of departmental budgets and monitors fiscal controls to assure conformity with established financial constraints.

Monitors departmental safety practices and procedures as department safety coordinator; conducts departmental safety training to assure compliance with OSHA, UOSHA, and city safety regulations.

Streets: Directs projects and participates in the construction and maintenance of city streets as needed; operates specialized heavy equipment such as single & tandem axle dump trucks, road graders, front-end loaders, backhoe, snow plow and other similar equipment in the construction, maintenance and repair of various street department projects and sites.

Water: Directs projects and participates in the construction and maintenance of city water systems as needed; operates various types of heavy equipment such as transport trucks, patrol, backhoe, rollers and trenching equipment; performs installation or repair of water service connections, water lines and meters, repairs or replaces fire hydrants and plugged water meters; repairs water mains; thaws frozen lines; cleans and maintains storage tanks, springs and wells; connects and disconnects service; searches out shut off valves; water line leaks; assists in placement of pipe and water regulators; adjusts pilot valves as needed to assure efficient water line service; monitors chlorine levels; tests water using DPD tester to assure proper chlorine residual levels; calculates chlorine dosage and makes proper adjustments.

Parks & Cemetery: Monitors the need for applications of fertilizer, herbicide, pesticide, soil conditioner, and other turf maintenance procedures; supervises and performs spraying of herbicides, insecticides, fungicides, and pesticides to control

undesirable growth, rodents, and pests; supervises tree and shrub planting program; coordinates and participates in planting of lawns, trees, shrubs and other greenery; supervises pruning and trimming projects; assures adherence to watering schedules; Plans, designs and directs the construction of various park facilities such as pavilions, shelters, picnic areas, play equipment, benches, bleachers, ball fields and other facilities, etc.; locates and prepares burial sites by digging and securing graves; operates backhoe, tractors, riding mower, power sweepers, power rakes, trimmers, and other equipment typical in the maintenance of cemetery grounds and environs.

Sewer & Landfill: Directs and performs sewer collection system installation, maintenance, and repairs; operates a variety of hand or power equipment, including jack hammer, compactor, rodding machine, confined space safety equipment, ventilators, etc.; enters manholes with live sewage; utilizes confined space safety equipment and procedures; installs new sewer mains; taps mains to make service connections; repairs leaks in sewer system(s). Monitors sewer line flow; maintains and cleans city sewer collection system main lines; monitors contract television viewing and sealing projects; manages landfill operations and schedules access to the public; assures proper compliance with EPA regulations, performs dissolved oxygen tests.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

- A. Graduation from high school; plus, two (2) years of specialized training directly related to above duties;
AND
- B. Ten (10) years of experience in a comprehensive public works program; experience in the administration and management of materials and personnel necessary for the development and maintenance of public works systems; two (2) years of which must have been in a supervisory capacity;
OR
- C. An equivalent combination of education and experience.

2. Knowledge, Skills, and Abilities:

Thorough knowledge of general civil engineering principles and practices; legal environment associated with public works projects, construction and maintenance; modern methods, principles and practices of street, water, landfill, sewer, and parks construction and maintenance; equipment and materials used in construction and maintenance operations; current codes, standards, safety practices and principles involved in public works; principles of management and employee supervision. **Working knowledge of** computer operations and various software applications, including word processing, spreadsheet and database programs.

Advanced skill in the operation of various types of equipment, i.e., backhoe, dump truck, grader, loader, VAC truck, boring equipment, tapping equipment, fusion equipment, line locators, welding equipment.

Ability to plan, coordinate, direct and supervise personnel; interpret laws, ordinances and regulations common to public works operations; keep operating records and prepare reports; establish and maintain effective working relationships with employees, other agencies and the public.

3. Special Qualifications:

Must possess a valid Utah Commercial Drivers license (CDL-B). Must be a Certified Water System Operator III. Must be a Certified Wastewater Collection System Operator II. Must be a Wastewater Treatment Plant Operator I. Must be a Certified Backflow Technician. May be required to HAZMAT certified. Must be able to lift 50-75 pounds. Must pass a pre-employment background check and drug screen.

4. Work Environment:

Incumbent of the position generally performs in a typical office setting with appropriate climate controls. Tasks require a variety of physical activities that may involve muscular strain, such as walking, standing, stooping, sitting, reaching, bending and lifting. Daily tasks require talking, hearing and seeing. Common eye, hand, finger dexterity exist. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking and creative problem solving. Frequent local travel required in normal course of job performance. Periodic exposure to weather extremes while participating in public works projects.