

RESOLUTION NO. 05-02-2022

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL AUTHORIZING AN EMPLOYMENT CONTRACT 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 City accepted the resignation of Benjamin A. Reeves, previous City Manager of Santaquin City, effective May 18, 2022; and

WHEREAS, pursuant to Section 1.24.080 of the Santaquin City Code, a City Manager may be appointed by a majority of the City Council, including the Mayor. Additionally, pursuant to Section 2.1(C) of the Santaquin Employee Policies and Procedure Handbook, *“The Mayor, or designee, shall have the discretion to fill vacancies through appropriate methods including, but not limited to promotion, transfer, posting, advertising, and other methods...”*; and

WHEREAS, the Santaquin City Council hired Norman E. Beagley (hereinafter called “Beagley”) to be the Assistant City Manager on December 17, 2019, 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 considers Beagley to be the most qualified individual to assume the position of Santaquin City Manager and desires to promote Beagley to be the Santaquin City Manager; and

WHEREAS, Beagley desires to accept this new position within 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 Beagley’s employment with the City as the Santaquin City Manager.

NOW, THEREFORE, BE IT ORDAINED 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, effective May 19, 2022.

PASSED AND APPROVED this ____ day of May 2022.

SANTAQUIN CITY COUNCIL

Daniel M. Olson, Mayor

ATTEST:

Amalie R. Ottley, City Recorder

SANTAQUIN CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement, made and entered into this ____ day of May, 2022, by and between **Santaquin City**, a fourth-class city and political subdivision of the State of Utah (hereinafter called “City”) and **Norman E. Beagley**, (hereinafter called “Beagley”).

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 City accepted the resignation of Benjamin A. Reeves, previous City Manager of Santaquin City, effective May 18, 2022; and

WHEREAS, pursuant to Section 1.24.080 of the Santaquin City Code, a City Manager may be appointed by a majority of the City Council, including the Mayor. Additionally, pursuant to Section 2.1(C) of the Santaquin Employee Policies and Procedure Handbook, “The Mayor, or designee, shall have the discretion to fill vacancies through appropriate methods including, but not limited to promotion, transfer, posting, advertising, and other methods...”; and

WHEREAS, the Santaquin City Council hired Norman E. Beagley to be the Assistant City Manager on December 17th, 2019, 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 Council considers Beagley to be the most qualified individual to assume the position of Santaquin City Manager and desires to promote Beagley to be the Santaquin City Manager; and

WHEREAS, Beagley desires to accept this new position within 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 Beagley’s employment with the City as the Santaquin City Manager, effective May 19, 2022.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Santaquin City, State of Utah, to authorize the acceptance of:

1. **EMPLOYMENT.** The City agrees to employ Beagley and Beagley agrees to be employed by the City, in the capacity of City Manager. In his capacity as City Manager,

Beagley shall report directly to the Mayor concerning those duties for which the Mayor has authority pursuant to state law and/or local ordinance. Beagley 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 and City Council.

2. **TERM.**

- a. The City Manager shall serve at the pleasure of the City Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the governing body to terminate the services of the City Manager at any time, subject to the provisions set forth elsewhere in this Agreement. This Agreement continues for an indefinite term, until termination with notice as provided herein.
- b. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from his position with the City subject to the provisions set forth elsewhere in this agreement.

3. **DUTIES.** During the term of this Agreement, Beagley, as City Manager for the City, shall perform those duties designated in section 1.24.080 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. Beagley 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.** Beagley shall devote whatever time is necessary to satisfactorily perform the duties of City Manager, but it is agreed that Beagley shall work, on average, a minimum of forty (40) hours per week. Beagley is an exempt employee and, therefore, does not qualify and is not entitled to receive overtime compensation or compensatory time off.

5. **SALARY.** In consideration of his promotion to City Manager and for assuming additional duties under the terms of this Agreement, effective May 19, 2022, Beagley's salary shall be increased by 7.0% from his current salary, 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 Beagley, payable in substantially equal installments bi-weekly (every other week) in accordance with the City's regular payroll schedule. In addition, the City may in its sole discretion, upon the favorable performance review of Beagley by the City, increase the salary of Beagley from time to time. The City agrees to conduct at least one annual evaluation of Beagley.

6. **BENEFITS.** Beagley 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 Beagley 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.** Beagley 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.** Beagley 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.** Beagley shall receive paid time off for 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 retirement contributions are made on Beagley's behalf in the same manner as provided to all other full-time employees pursuant to the Santaquin City Employee Policies and Procedures Handbook.
7. **REIMBURSEMENT OF EXPENSES.** The City shall reimburse Beagley for reasonable expenses necessarily incurred by him in connection with the work performed by Beagley 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 Beagley necessary for continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for Beagley's continued professional participation, growth, and advancement, and for the good of the City. The provision shall include, but not be limited to Beagley's licensing as a professional engineer.

- b. City, subject to the prior approval and discretion of the City Council, agrees to provide Beagley 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 Beagley.
 - 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 Beagley for professional and official travel, meetings, and occasions to adequately continue the professional development of Beagley 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 Beagley with a computer, software, fax/modem and cell phone required for Beagley 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.** Beagley 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 Beagley's employment. Beagley 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 without the prior written consent of the Mayor or City Council. Upon the request of the City while Beagley is employed by the City, or upon the termination of Beagley's employment with the City, Beagley will turn over to the City all documents, papers or other materials in Beagley'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, 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, Beagley may elect to accept limited teaching, consulting or other

business opportunities with the understanding that such arrangement must neither interfere with nor cause a conflict of interest with his responsibilities under this Agreement. Prior to any such acceptance of any additional outside employment activity, Beagley 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 Beagley 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 Beagley, 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. Beagley 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. A supermajority (4 out of 6 votes with the Mayor participating in the vote) of the governing body members vote to terminate Beagley at a duly authorized public meeting.
- b. If the City Council, citizens or legislature amend(s) 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, Beagley 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 Beagley, 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 Beagley resigns pursuant to an offer to accept resignation authorized by a majority of the governing body, then Beagley may declare a termination as of the date of the offer.
 - e. Breach of contract declared by either party after a 30-day cure period for either Beagley 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 Beagley's voluntary resignation, which nullify Beagley's entitlement to severance, the City shall cause Beagley, 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 for the City performed by Beagley, 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 Beagley. 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 Beagley.
15. **OTHER AGREEMENTS.** Beagley 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 Beagley 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) **BEAGLEY:** Norman E. Beagley, 983 North 3580 East, Genola, 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 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 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 and their agents,.
- 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

Daniel M. Olson, Mayor

ATTEST:

Amalie R. Ottley, City Recorder

**Norman E. Beagley,
City Manager**