

## **RESOLUTION 03-03-2001**

### **A RESOLUTION AUTHORIZING THE APPOINTMENT OF A CITY MANAGER AND DESCRIBING THE TERMS AND CONDITIONS OF THE EMPLOYMENT OF THE CITY MANAGER**

**WHEREAS**, Santaquin City ("the City") desires to appoint a City Manager pursuant to the provisions of Utah Code Annotated §10-2-830; and

**WHEREAS**, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of the City Manager; and

**WHEREAS**, the City Council has selected a qualified candidate who desires to accept the appointment of City Manager,

#### **NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The City Council hereby appoints Roger Carter as City Manager of the City of Santaquin, Utah, to perform the functions and duties specified in Ordinance No. 3-02-2001, and other legally permissible and proper duties and functions as the City Council shall from time to time assign.

2. Notwithstanding the provisions of this resolution or any agreements, whether oral or written, the City Manager shall serve at the pleasure of the City Council and nothing herein shall be taken to imply or suggest a term of office or a guaranteed tenure.

3. In the event that the employment of the City Manager is terminated by the City Council, the City Manager shall be entitled to severance pay as follows:

a. Severance pay shall be paid in an amount equal to three months annual salary based on the City Manager's current salary rate at the time of termination;

b. Severance pay shall include those benefits existing at the time of termination. Said benefits to continue for the entire severance period, i.e. three months;

c. Severance pay shall be paid as a lump sum payment within thirty days of the termination; and

d. The obligation of the city to provide severance pay under this section shall be contingent on the willingness of the City Manager to provide assistance to the city regarding transition to a new administration, completion of a work in progress, and pending litigation not to exceed ten hours per month, at mutually agreeable times without additional compensation, and for the reimbursement of actual necessary expenses.

4. The City Manager will be deemed to have been terminated if he is unable to perform the duties of City Manager as attested to by a medical doctor of the city's choosing and the City Manager is ineligible for long-term disability benefits.

5. City agrees to compensate the City Manager for his services rendered as described below:

a. Annual base salary of \$65,000.00 in installments at the same time as other employees of the city are paid for the effective period of employment. Salary adjustment shall be subject to annual inflationary adjustments, as well as performance adjustments if deemed applicable by the City Council and modified by resolution. Inflationary adjustments will begin on July 1, 2002, and occur every July thereafter while the City Manager is employed by the City;

b. City Manager shall be covered and governed by the same Public Employee's Retirement Systems (PERC) provisions as all other non-civil service employees of the city and all applicable social security provisions;

c. The City agrees to provide the City Manager with a vehicle allowance of \$350.00 per month. Furthermore, the City Manager shall insure the vehicle for business as well as for personal use. City Manager will be responsible for all maintenance and fuel costs associated with vehicle; and

d. All provisions, rules, and regulations of the city relating to fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to the City Manager as they would to all other full-time employees of the City in addition to the benefits provided in this agreement, provided that to the extent that seniority affects any benefits including but not limited to earned vacation leave and sick leave, such benefits shall be calculated and granted in accordance with City provisions using an equivalent original employment date of March 22, 2001. Additionally, the city shall pay 90% of the premiums for health and dental

insurance for the City Manager and his family under the City's insurance plans.

6. The City Council shall review and evaluate the performance of the City Manager on or about April 1 of each year in accordance with the performance standards established by the City Council.

7. The City agrees to budget for and to pay for professional dues and subscriptions, reasonable travel and subsistence expenses incurred or used by the City Manager for participation in one national and one state association and participation in one state conference annually, as well as any local short courses or seminars that are necessary for his professional development and for the good of the city. However, the City Manager shall present a proposed budget for each such area of professional development to the City Council, and obtain approved of the City Council in advance.


8. The City Manager shall be covered as an insured by the City's liability insurance policy subject to all terms, conditions, and exclusions of said policy which may be amended from time to time.

9. Effective Date. This ordinance shall take effect on March 21, 2001.

**PASSED AND APPROVED** this 21 day of March, 2001.

Santaquin City Council

By:   
A. LaDue Scovill, Mayor

ATTEST:   
Susan Farnsworth  
Santaquin City Recorder