

## RESOLUTION NO. R-80-2024

### A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPOINTING THE EAGLE MOUNTAIN CITY MANAGER, EFFECTIVE DECEMBER 30, 2024, AND APPROVING AN AGREEMENT FOR CITY MANAGER SERVICES

#### PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, approved Resolution R-72-2024 on October 15, 2024, which selected the final City Manager applicants; and

WHEREAS, the City Council of Eagle Mountain City, Utah, interviewed said candidates on October 24, 2024, and approved Resolution R-77-2024 to extend an offer for the position of City Manager and authorize the Mayor and Councilmember Brett Wright to negotiate an employment agreement; and

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to appoint Benjamin Reeves as the City Manager effective December 30, 2024, and approve an agreement for City Manager Services.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah:


1. Benjamin Reeves is hereby appointed as the Eagle Mountain City Manager.
2. The agreement for City Manager Services is hereby approved.
3. This Resolution shall take effect on December 30, 2024.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 6<sup>th</sup> day of November, 2024.

EAGLE MOUNTAIN CITY, UTAH

  
Tom Westmoreland, Mayor

ATTEST:

  
Fionnuala B. Kofoed, MMC  
City Recorder



## CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 6<sup>th</sup> day of November, 2024.

Those voting yes:

☒ Donna Burnham

☒ Melissa Clark

☒ Jared Gray

☒ Rich Wood

☒ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

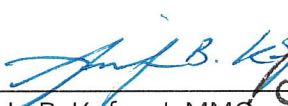
☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

  
Fionnuala B. Kofoed, MMC  
City Recorder



**AGREEMENT**  
**between**  
**EAGLE MOUNTAIN CITY**  
**and**  
**BENJAMIN REEVES**  
**for**  
**CITY MANAGER SERVICES**

This Agreement entered into this 30th day of December, 2024 ("Effective Date"), between Eagle Mountain City, a municipal corporation ("City") and Benjamin Reeves ("Employee"), collectively referred to as the Parties.

WHEREAS, the City desires to employ the expertise and services of Employee to serve as the City Manager and as an employee of Eagle Mountain City;

WHEREAS, it is the desire of the Eagle Mountain Municipal Council ("Council") to provide benefits and to establish conditions of employment for the Employee;

WHEREAS, the Council desires to employ the services of the Employee, make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and provide a just means for terminating Employee's services should the City desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as the City Manager for the City;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The City hereby agrees to employ Employee as its City Manager to perform the duties and functions of that position as set forth in the Eagle Mountain City Employee Policies and Procedures Manual ("Policy Manual"), the job description, the Eagle Mountain Municipal Code ("Code"), and this Agreement.
2. The City agrees to pay Employee an annual salary of \$200,000. Employee's salary shall be payable in installments at the same time as all other City employees. Employee will receive the same cost of living adjustment to annual salary, if any, granted to other employees of the City. The Mayor shall perform an annual performance review. If the Mayor determines that the Employee meets or exceeds expectations, Employee shall be entitled to a merit increase to be determined during the annual budget approval or during a budget amendment.
3. Additionally, the Mayor shall perform a performance review of Employee six (6) months after the Effective Date. If the Mayor determines that the Employee meets or exceeds expectations, Employee's annual salary shall be increased by five (5) percent.

4. All provisions of the Policy Manual and any statutes, ordinances, rules, or regulations relating to leave, retirement, pension system contributions, holidays, health (including dental and vision) and life insurance, and all other benefits and working conditions as they now exist or may hereafter be amended or adopted shall also apply to Employee. The following additional benefits shall also apply:
  - a. City agrees to budget and to pay for the professional dues and subscriptions of Employee as determined are appropriate for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, recognizing that these are also for the good of the City.
  - b. City agrees to budget and to pay for the costs of travel, lodging, per diem, and other expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee.
  - c. Except for unusual circumstances necessitating use of a City vehicle, Employee shall use his personal vehicle for City business and City agrees to pay Employee a monthly car allowance of \$500. Should travel be required of greater than 75 miles (one-way), Employee shall be entitled to reimbursement at the IRS standard mileage rate.
  - d. City recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or pay for such general expenses. These expenses may include, but are not limited to, meals where City business is being discussed or conducted and participation in social events of various organizations when representing the City. Such expenditures are subject to annual budget constraints, as well as state and City ethics and purchasing policies.
  - e. Employee shall receive 120 hours of paid time off on the first day of employment. Employee shall accrue additional paid time off at the same rate and in the same manner as other full-time employees in accordance with Section 13.05 of the Policy Manual, as amended. Notwithstanding the foregoing, the City shall treat Employee as having 10+ years of service with the City for purposes of applying this policy.
5. During the term of this Agreement, Employee shall devote all of his professional time to the duties of City Manager and shall not hold a separate job or perform services other than volunteer, religious, social, or other community services. The City may approve exceptions to this requirement in writing following a vote of the City Council and approval by the Mayor.
6. In accordance with the Code, Employee shall administer the day-to-day operations of the City and its services according to the policies and procedures established by the City Council. Employee shall report to the Mayor and shall assist the Mayor in the execution of the Mayor's duties as chief executive officer of the City.
7. Employee shall serve at the pleasure of the City Council and may be terminated with or without cause in accordance with the Code.

8. In the event that Employee is terminated, City shall pay a severance in accordance with the following terms:
  - a. The City shall provide a severance of six (6) months salary plus one (1) additional month of salary for every year of completed service not to exceed twelve (12) months salary ("Severance").
  - b. The Severance shall be calculated based upon the Employee's rate of pay at the time of termination.
  - c. The Severance shall be paid in a lump sum within fifteen (15) days of termination.
  - d. The City shall also pay COBRA benefits for health, dental, vision, and life insurance for up to six (6) months plus one (1) additional month for every year of completed service not to exceed twelve (12) months or until Employee secures full-time employment, whichever occurs earlier.
9. Notwithstanding Section 8 of this Agreement, the City shall not be obligated to pay Employee any severance or COBRA benefits in the following circumstances:
  - a. Employee voluntarily resigns or retires.
  - b. The City terminates the Employee for cause in accordance with Section 10.
  - c. Employee has documented insubordination or has repeatedly failed to comply with his reporting obligations under Section 2.16.070 of the Code.
10. The City may terminate the Employee for cause under the following circumstances:
  - a. Employee is convicted of a public offense which is punishable as a class B misdemeanor. This provision shall not apply to traffic offenses which are punishable as a class B misdemeanor, unless the offense involves alcohol, a controlled substance, or a metabolite of a controlled substance as an element of the public offense, such as (without limitation) driving under the influence of alcohol or controlled substance/controlled substance metabolite. Employee is convicted of any public offense, whether related to traffic regulations or not, which is punishable as a class A misdemeanor, a felony, or other crime involving moral turpitude.
    - i. "Convicted" means a conviction by plea or verdict of a crime or offense.
    - ii. "Convicted" means any conviction of a violation of a criminal statute of any other state, the United States, or any district, possession, or territory of the United States which would constitute a violation of Section 9 (a) if committed in Utah.

- iii. "Convicted" includes a plea of guilty or guilty with a mental condition, a plea of no contest and/or the acceptance by the court of a plea in abeyance under Title 77, Chapter 2a, Pleas in Abeyance, regardless of whether the charge is subsequently reduced or dismissed in accordance with the plea in abeyance agreement.
  - iv. "Convicted" shall include any conviction in justice court regardless of the outcome of any appeal for a trial or hearing de novo.
- b. Employee has inappropriately used controlled substances or alcohol in violation of the City's Drug and Alcohol Testing and Drug Free Workplace Policies (see Policy Manual sections 8 and 9), or state or federal law.
  - c. Employee has breached a material term of this Agreement or has refused to substantially perform his obligations and duties under this Agreement (except by reason of incapacity due to illness or accident) and he:
    - i. has failed to remedy the alleged breach caused by such conduct within thirty (30) days from the date written notice is given by the City demanding that he remedy the alleged breach caused by such conduct, or
    - ii. has failed to take reasonable steps in good faith to achieve a remedy during such 30-day period, if a remedy is not reasonably achievable within the 30-day period.
  - d. Employee has committed or aided and abetted willful fraud or defalcation, either of which involved funds or other assets of the City.
  - e. Employee has committed malfeasance in office or willful or wanton neglect of duty.
  - f. Employee has been adjudicated or found guilty of violating the Municipal Officers' and Employees' Ethics Act by any court or administrative tribunal of competent jurisdiction.
11. The City shall reimburse Employee for reasonable and customary moving expenses of up to \$10,000. Employee shall provide the City with documentation for all expenses for which reimbursement is sought.
12. At the request of Employee, the City will provide Employee with a monthly temporary housing reimbursement of up to \$3,000 per month for actual temporary housing costs for up to two (2) months or until Employee finds permanent housing, whichever comes first. Employee shall provide the City with documentation for all expenses for which reimbursement is sought.



13. This Agreement shall be binding upon and inure to the benefit of the successors, heirs, and assigns of the parties hereto and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.
14. Except as specifically stated in the preceding paragraph, this Agreement is not intended to create any third-party beneficiary rights for any person or entity not a party to this Agreement.
15. This Agreement constitutes the entire agreement between the Parties and shall supersede all prior agreements with respect to the subject matter herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.
16. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.
17. Any provision of this Agreement, or portion thereof, that is declared by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity of the remainder of this Agreement and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.
18. This Agreement is governed by and shall be construed in accordance with the laws of the State of Utah.
19. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
20. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.
21. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in

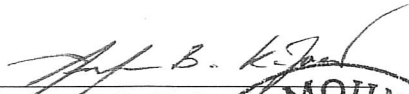
connection with the enforcement or collection of any judgment obtained in any such proceeding.

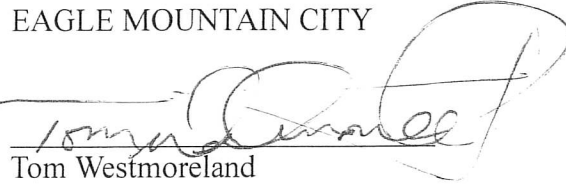
[Signatures appear on following page]




EAGLE MOUNTAIN CITY

ATTEST:

  
Fionnuala B. Kofoed  
City Recorder

  
Tom Westmoreland  
Mayor



  
Benjamin Reeves

EAGLE MOUNTAIN CITY

ATTEST:

\_\_\_\_\_  
Fionnuala B. Kofoed, MMC  
City Recorder

\_\_\_\_\_  
Tom Westmoreland  
Mayor

*Benjamin A. Reeves*  
Benjamin A. Reeves (Nov 8, 2024 07:31 CST)  
Benjamin Reeves







# City Manager Agreement - Benjamin Reeves - C ONFIDENTIAL\_distributed

Final Audit Report

2024-11-08

Created:	2024-11-07
By:	Laura LaRue (llarue@emcity.org)
Status:	Signed
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## "City Manager Agreement - Benjamin Reeves - CONFIDENTIAL \_distributed" History

-  Document created by Laura LaRue (llarue@emcity.org)  
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-  Document emailed to benjamin.reeves1@gmail.com for signature  
2024-11-07 - 5:57:47 PM GMT
-  Email viewed by benjamin.reeves1@gmail.com  
2024-11-08 - 1:30:17 PM GMT
-  Signer benjamin.reeves1@gmail.com entered name at signing as Benjamin A. Reeves  
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-  Document e-signed by Benjamin A. Reeves (benjamin.reeves1@gmail.com)  
Signature Date: 2024-11-08 - 1:31:10 PM GMT - Time Source: server
-  Agreement completed.  
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