

## RESOLUTION NO. 12-09-2019

### A RESOLUTION OF THE SANTAQUIN CITY COUNCIL APPROVING AN EMPLOYMENT OFFER AND POSSIBLE EMPLOYMENT AGREEMENT WITH THE SANTAQUIN CITY ENGINEER

**WHEREAS**, Santaquin City (hereinafter the "City") is a municipality and political subdivision of the State of Utah; and

**WHEREAS**, the City desires to promote Jon Lundell, P.E. (hereinafter "Lundell") to become the City Engineer, Lundell will perform a variety of professional, administrative and supervisory duties related to planning, organizing, directing and controlling the design, development and construction of city infrastructure and facilities, and direct project monitoring to ensure compliance with adopted standards and ordinances; and

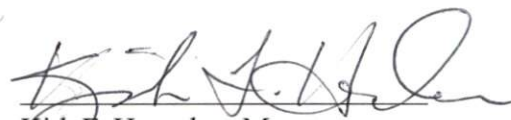
**WHEREAS**, Lundell desires to be employed by the City under certain terms and conditions; and

**WHEREAS**, the parties now desire to enter into this Agreement in order to establish the terms and conditions by which Lundell's employment with the City shall be established.

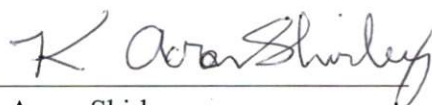
**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Santaquin City, State of Utah, to offer the position of City Engineer to Jon Lundell and authorize the acceptance of the "Santaquin City Engineer Employment Agreement", a copy of which is attached hereto.

PASSED AND APPROVED this 19<sup>th</sup> day of December, 2019.

SANTAQUIN CITY COUNCIL

  
Kirk F. Hunsaker, Mayor

ATTEST:

  
K. Aaron Shirley

## SANTAQUIN CITY ENGINEER EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 19<sup>th</sup> day of December, 2019, by and between **Santaquin City**, a fourth-class city and political subdivision of the State of Utah (hereinafter called "City") and **Jon Lundell**, (hereinafter called "Lundell").

### WITNESSETH:

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

WHEREAS, the City desires to hire Lundell as a full-time employee of the City to serve as City Engineer; and

WHEREAS, Lundell desires to be employed with Santaquin 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 by which Lundell's employment with the City shall be established.

**NOW, THEREFORE**, in consideration of mutual covenants, agreements and other valuable consideration, the parties agree as follows:

1. **EMPLOYMENT.** The City agrees to employ Lundell and Lundell agrees to be employed by the City, in the capacity of City Engineer. In his capacity as City Engineer, Lundell shall report directly to the Assistant City Manager.
2. **TERM.** The term of this Agreement shall be for an initial period of three (3) years, commencing December 19, 2019 and ending December 18, 2022, unless it is terminated earlier as set for in Section 13. At the conclusion of the initial 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 Lundell 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, Lundell, as City Engineer for the City, shall perform those duties designated in the Santaquin City Engineer Job Description (Exhibit A) and such additional duties as may be assigned to him from time to time by the Assistant City Manager, City Manager, Mayor or City Council. Lundell 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.** Lundell shall devote whatever time is necessary to satisfactorily perform the duties of City Engineer, but it is agreed that Lundell shall work, on average, a minimum of forty (40) hours per week. Lundell is an exempt employee and, therefore, does not qualify and is not entitled to receive overtime compensation or compensatory time off.
5. **SALARY.** For being promoted to City Engineer and for assuming additional supervisory and budgetary duties under the term of this Agreement, Lundell's salary shall be increased by 5.0% 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 Lundell, 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 Lundell by the City, increase the salary of Lundell from time to time. The City agrees to conduct at least one annual evaluation of Lundell.
6. **BENEFITS.** Lundell 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 Lundell 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.** Lundell shall be credited with annual vacation in accordance with the Santaquin City Employee Policies and Procedures Handbook. Employee agrees to plan his vacations around the needs of the City in consultation with the Mayor, or designee.
  - c) **Sick Leave.** Lundell shall accrue sick leave in accordance with the Santaquin City Employee Policies and Procedures Handbook.
  - d) **Holidays.** Lundell 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 Lundell'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 Lundell for reasonable expenses necessarily incurred by him in connection with the work performed by Lundell 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 Lundell necessary for continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for Lundell's 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 budget for and to pay for travel and subsistence expenses of Lundell for professional and official travel, meetings, and occasions to adequately continue the professional development of Lundell and to pursue necessary official functions for City.
  - 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 Lundell for short courses, institutes, and seminars that are necessary for Lundell's professional development and for the good of the City.
  - d. City, subject to the prior approval and discretion of the City Council, agrees to reimburse Lundell for all automobile mileage incurred while traveling to and from official City business, excluding normal commute mileage. Mileage reimbursement shall be administered in accordance with the Santaquin City Employee Policies and Procedures Handbook.
8. **TECHNOLOGY.** The City shall provide Lundell with a computer, software, fax/modem and cell phone required for Lundell 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.** Lundell acknowledges that, as City Engineer, 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 Lundell's employment. Lundell 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 Lundell is employed by the City, or upon the termination of Lundell's employment with the City, Lundell will turn over to the Assistant City Manager all documents, papers or other materials in Lundell'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. This covenant shall survive termination of this Agreement.

10. **OUTSIDE ACTIVITIES.** The employment provided for by this Agreement shall be the Employee's primary employment. The City recognizes that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community. As such Lundell 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 teaching or employment activity, Lundell shall obtain the written consent of the City Manager 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 Lundell 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 Lundell, 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.** Lundell 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 majority of the governing body members vote to terminate Lundell at a duly authorized public meeting.
- b) If the City, citizens or 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 Engineer that substantially changes the form of government, Lundell 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 Lundell, 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 Lundell resigns following an offer to accept resignation, whether formal or informal, by the City as representative of a majority of the governing body that Lundell resigns, then Lundell 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 Lundell or the City. Written notice of a breach of contract shall be provided in accordance with the provisions of paragraph 15.

14. **SEVERANCE PAY.** Except in the case of removal for cause or Lundell's voluntary resignation, which nullify Lundell's entitlement to severance, the City shall cause Lundell, 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 the next six (6) calendar months following the date of his removal. Severance shall be paid in a lump sum, within thirty (30) days of termination unless otherwise agreed to by the City and by Lundell. Apart from payment of six (6) months of salary there are no other payments, benefits or entitlements pertaining to severance.

15. **OTHER AGREEMENTS.** Lundell 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 Lundell under any law or ordinance including errors and omission 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) **LUNDELL:** Jon Lundell, 733 North 350 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 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 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**

  
\_\_\_\_\_  
**Kirk F. Hunsaker, Mayor**

ATTEST:

  
\_\_\_\_\_  
K. Aaron Shirley, City Recorder

  
\_\_\_\_\_  
**Jon Lundell,  
City Engineer**

**Exhibit A – Job Description**





## Job Description

<b>Title:</b>	City Engineer	<b>Code:</b>	100
<b>Division:</b>	Community Development	<b>Effective Date:</b>	12/19
<b>Department:</b>	Engineering	<b>Last Revised:</b>	12/19

### GENERAL PURPOSE

Performs a variety of **professional, administrative and supervisory** duties related to planning, organizing, directing and controlling the design, development and construction of city infrastructure and facilities. Directs project monitoring to insure compliance with adopted standards and ordinances.

### SUPERVISION RECEIVED

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

### SUPERVISION EXERCISED

Provides general guidance and supervision to division personnel.

### ESSENTIAL FUNCTIONS & DUTIES

Must effectively communicate, with or without reasonable accommodation, with City personnel and members of the public.

Must be a registered professional engineer under Utah Code Ann. Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act.

Must comply with the requirements for City Engineers as set forth in Utah Code Ann. §§ 10-3-903 through 10-3-907, as the same may be amended from time to time.

Plans, organizes and directs operations and activities such as project design, management and construction administration related to culinary water, secondary water, waste water, storm drain, streets, curbs and gutters, traffic engineering and other infrastructure projects affected by private development and city capital improvement projects; establishes and recommends project priorities; prepares engineering reviews and reports for proposed projects and developments; oversees long range strategies for public works development; reviews and approves water right acquisitions, offers court testimony.

Performs feasibility analysis, engineering and construction surveys; manages the development and implementation of the city's Impact Fee Facilities Plans and Capital Improvement Plans consistent with city master or general plan guidelines and specifications; assures all projects and programs comply with established State regulations, city ordinance and generally accepted engineering standards.

Serves as engineering liaison and advisor to various boards and commissions; provides feedback on issues affecting city engineering liability and responsibility; prepares or directs the preparation of various reports, projections, and evaluations as required; consults and advises Public Works Director, Assistant City Manager, Community Development Director, Mayor and City Council on

improvements or problems related to utilities, annexations, water rights, new developments, and city property; assists management in developing City ordinances, policies, and resolutions pertaining to City standard specifications and drawings.

Conducts Development Review Committee and pre-project meetings with developers, contractors, architects, etc., as needed to inform and educate regarding city standards and project expectations; assesses proposals and determines feasibility in relation to city general plan; makes recommendations.

Oversees and monitors progress of department and contract projects; provides quality assurance review of various stages of project completion; communicates with various agencies before and during projects to insure satisfactory completion; initiates corrective action and change orders as needed to maintain established agency standards.

Prepares and administers the engineering/facilities planning budget; devises and implements new programs, recommendations and goals; verifies all costs incurred by the division; monitors fiscal activity to insure conformity with established budget constraints and reporting procedures; performs grant writing and grant administration duties as needed.

Supervises division personnel; establishes division policy and rules; informs personnel of new procedures and policy changes, establishes standards for performance within the division; responsible for evaluating employee performance; disciplines as necessary; organizes and conducts division meetings.

Establishes standards and criteria for selection of engineering consultants; prepares bid documents; negotiates contracts; monitors consultant work to assure compliance with standards and contract specifications; insures timely completion; coordinates inspections for engineering division projects; prepares contract documents, specifications, change orders, bid tabulations, cost estimates, and other work involved in contractual construction work.

Prepares drawings, plans, specifications, and estimates for municipal infrastructure projects; reviews project design, plans and specifications; approves engineered plans and specifications for public improvements, subdivisions and planned business development; determines plan compliance with codes and standards; provides professional engineers stamp for in-house design projects and incurs personal professional liability per Utah Code; approves all city plats for conformity with survey requirements, city code, and Utah Code; computes quantity estimates and summaries for bid items for construction projects; estimates costs of future construction projects for planning and budget.

Assures all ordinances, resolutions and orders of the City Council relating to engineering projects are carried into effect; performs work in coordination with federal, state, and county agencies related to various infrastructure projects as may be required to meet applicable laws, codes, standards, and grant obligations.

Provides direction and oversees survey efforts as needed to manage survey needs for city projects; provides oversight to other survey works within the city limits; prepares maps, plans and profiles, detail drawings and creates maps transposed from survey field notes both manually and by computer; makes calculations, sets lines and grades for infrastructure construction and coordinates the actual construction and supervision; updates and maintains city master maps; may perform survey field work utilizing GIS/GPS instruments.



Performs related duties as required.