

A RESOLUTION APPOINTING AN EMPLOYMENT AGREEMENT BETWEEN BLUFFDALE CITY AND THE CITY PLANNER AND ADMINISTRATIVE SERVICES DIRECTOR.

WHEREAS, G. Brent Bluth and Blaine Gehring are experienced and qualified for the positions of Administrative Services Director and City Planner respectively; and

WHEREAS, G. Brent Bluth and Blaine Gehring are currently functioning at a satisfactory level in their current capacity as Administrative Services Director and City Planner, respectively, for the City of Bluffdale; and

WHEREAS, Bluffdale City wishes to engage G. Brent Bluth and Blaine Gehring for the purposes set forth in their respective Agreements;

Now, Therefore be it Resolved by the Bluffdale City Council:

Section 1. Execution The Mayor is authorized and directed to execute the Agreements between Bluffdale City and the City Planner, and the Administrative Services Director.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon passage and authorizes and directs the Mayor to execute and cause to be delivered the same.

PASSED, ADOPTED, AND APPROVED the 27th day of December 2005.

By. Wayne Mortimer
Mayor Wayne Mortimer

Attest:

Jeddie K. Bee
City Recorder

Voting by the City Council: Aye Nay

Council Member Briggs	<u> x </u>	_____
Council Member Clark	<u> x </u>	_____
Council Member Kelly	<u> x </u>	_____
Council Member Maxfield	<u> x </u>	_____
Council Member Speed	<u>abstain</u>	_____

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of the 27 day of December 2005, by and between **BLUFFDALE CITY**, a Utah municipal corporation, hereinafter referred to as the "City" and **GEOFFREY BRENT BLUTH**, hereinafter referred to as "Employee."

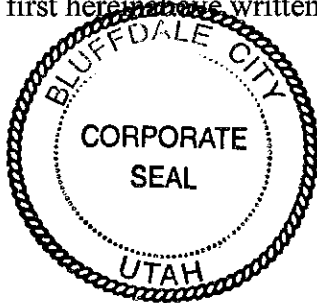
1. **Purpose.** The purpose of this Agreement is to provide for the employment of Employee as Director of Administrative Service of the City, or other positions required by the City.
2. **Duties.** The City hereby agrees to employ Employee to perform and carry out the duties and functions of the office of Director of Administrative Services for the City as specified in the City's ordinances, rules, regulations, and policies, and to perform such other legally permissible and proper duties and functions as the City shall from time to time assign. Employee agrees to the best of his ability and experience that he will at all times loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by the terms of this Agreement. Employee shall be subject to the control and direction of the Mayor in accordance with City ordinances, rules, regulations, and policies.
3. **Term of Employment and Termination.** It is expressly understood and agreed that Employee serves as an at-will employee of the City, and that, subject to the provisions set out below, he may be terminated at any time by the Mayor, with the advice and consent of the City Council, with or without cause. Employee shall be entitled to receive, as severance pay, if terminated, (6) months gross salary and benefits. The severance shall be paid as a lump sum payment to the Employee at the time he terminates employment with the city. If the Employee terminates employment with the City to take another full-time benefited position outside of the City, he will not be eligible for a severance package.
4. **Compensation.** The City shall pay Employee for his services a base annual salary along with any salary increases, merit increases, cost of living adjustments, bonuses, or scale adjustments. Compensation will be payable in installments at the same time as other employees of the City are paid. Employee's salary may be increased as approved by the City. The City shall pay for the Employee and Employee's dependents, all existing benefits provided at the time of the execution of this Agreement, and any additional benefits provided to all employees after the execution of this agreement. These benefits include, but are not limited to, health insurance, dental insurance, life insurance, social security, state retirement, 401 k, long-term disability, sick leave, vacation, and holidays.
5. **Performance Evaluations.** The Mayor shall annually evaluate the performance of Employee. The Mayor's review and evaluation shall be in accordance with specific criteria developed by the City for employees of the City. Criteria evaluation may be added to or deleted from time to time as the governing body of the City may determine.
6. **Residency.** Employee is not required to reside within the city limits of Bluffdale City.

7. **Other Terms and Conditions of Employment.** The Mayor and City Council, in consultation with Employee, shall fix any other terms and conditions of employment as they may determine from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement and the City's ordinances, rules, regulations, or policies. All provisions of the City's ordinances, rules, regulations, and policies pertaining to City personnel shall apply to Employee as they would to other employees of the City except as herein expressly modified. Employee shall be obligated to perform all tasks and requirements contained in any job description covering Employee's position.

8. **General Provisions.**

- a. Notice. Any notice required or desired to be given pursuant to this Agreement shall be given in writing by personal delivery or sent by certified mail, return receipt requested, postage prepaid, to the parties hereto at their last known address. Notice shall be deemed given as of the date of personal service or as of the date three (3) days following the deposit of such notice in the United States mail.
- b. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives and successors in interest. Employee's rights and interest arising under this Agreement are personal and may not be assigned.
- c. Severability. If any provision or any portion thereof contained in this Agreement is held unconstitutional, invalid or unenforceable for any reason, the remainder of this Agreement or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.
- d. Amendment. This Agreement shall not be amended except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first hereinabove written.



"CITY"

BLUFFDALE CITY

ATTEST:

Jeddie K. Bee
City Recorder

By: Stacy M. [Signature]
Mayor

G. Brent Bluth
Geoffrey Brent Bluth

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of the 27th day of December, 2005, by and between **BLUFFDALE CITY**, a Utah municipal corporation, hereinafter referred to as the "City" and **BLAINE KENT GEHRING**, hereinafter referred to as "Employee."

1. **Purpose** The purpose of this Agreement is to provide for the employment of Employee as City Planner of the City, or other positions as required by the City.
2. **Duties.** The City hereby agrees to employ Employee to perform and carry out the duties and function of the office of City Planner for the City as specified in the City's ordinances, rules, regulations, and policies, and to perform such other legally permissible and proper duties and functions as the City shall from time to time assign. Employee agrees to the best of his ability and experience that he will at all times loyally and conscientiously perform all the duties and obligations required of him either expressly or implicitly by the terms of this Agreement. Employee shall be subject to the control and direction of the Mayor in accordance with City ordinances, rules, regulations, and policies.
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4. **Compensation.** The City shall pay Employee for his services a base annual salary along with any salary increase, merit increase, cost of living adjustments, bonuses, or scale adjustments. Compensation will be payable in installments at the same time as other employees of the City are paid. Employee's salary may be increased as approved by the City. The City shall pay for the Employee and Employee's dependents, all existing benefits provided to all employees after the execution of this agreement. These benefits include, but are not limited to, health insurance, dental insurance, life insurance, social security, state retirement, 401k, long-term disability, sick leave, vacation, and holidays.
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employment as they may determine from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement and the City's ordinances, rules, regulations, and policies. All provisions of the City's ordinances, rules, regulations, and policies pertaining to the City except as herein expressly modified. Employee shall be obligated to perform all tasks and requirements contained in any job description covering Employee's position.

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- d. Amendment. This Agreement shall not be amended except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first herein above written.

BLUFFDALE CITY

ATTEST:
Jeddie K. Bice
City Recorder

By: Stacy M. Workman
Mayor

Blaine Kent Gehring
Blaine Kent Gehring

