

**MIDVALE CITY, UTAH
RESOLUTION NO. 2021-R-12**

**A RESOLUTION CONFIRMING THE MAYORAL APPOINTMENT OF MATT DAHL
AS THE CITY MANAGER OF MIDVALE CITY**

WHEREAS, the Mayor Robert Hale is authorized to appoint, with the advice and consent of the City Council, a qualified person to serve as the City Manager; and

WHEREAS, the Mayor Robert Hale has determined that Matt Dahl has the qualifications and experience to serve as the City Manager; and

WHEREAS, Mayor Robert Hale desires to appoint Matt Dahl to the position of City Manager; and

WHEREAS, Mayor Hale has sought the advice and consent of the City Council concerning such appointment; and

WHEREAS, the City Council desires to consent to this appointment; and

WHEREAS, the Mayor Robert Hale has agreed to the terms of an employment agreement with Matt Dahl with a term of five-years; and

WHEREAS, the City Council have reviewed the employment agreement and find it acceptable.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE, UTAH:

Section 1. The City Council hereby confirms the appointment of Matt Dahl as the City Manager for Midvale City.


Section 2. The City Council hereby authorizes Mayor Robert Hale to execute the attached employment agreement, subject to any changes recommended by the Midvale City Attorney.

Section 3. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 20th day of April 2020.



ATTEST:


Rori L. Andreason, MMC
City Recorder


Robert M. Hale, Mayor

Voting by the City Council	"Aye"	"Nay"
Quinn Sperry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heidi Robinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bryant Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dustin Gettel	<input checked="" type="checkbox"/>	<input type="checkbox"/>

City Manager Employment Agreement

This Employment Agreement ("Agreement") is executed this 20th day of April, 2021, between Midvale City, a Utah municipal corporation, ("Employer") and Matthew Dahl, ("Employee").

Recitals

WHEREAS, Employer desires to employ the services of Matthew Dahl as City Manager of Midvale City; and

WHEREAS, Employee desires to accept employment as City Manager of Midvale City; and

WHEREAS, Midvale City desires to provide certain benefits, to establish certain conditions of employment, and to set working conditions of Employee.

THEREFORE, in consideration of the mutual covenants contained, the parties agree as follows:

Section 1: Duties

Employer hereby agrees to employ Matthew Dahl as City Manager to perform functions and duties specified in Title 2 of the Midvale Municipal Code and to perform other legally permissible and proper duties and functions as the Mayor and Midvale City Council ("Council") shall assign.

Section 2: Term

- A. This agreement shall expire on July 1, 2026. Notwithstanding any other provision of this Agreement, Employee agrees to remain an exclusive employee of Employer until July 1, 2026.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject to the provisions of Section 4 of this Agreement.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from the position with Employer, subject to the provisions of Section 5 of this Agreement.

Section 3: Suspension

Employer may suspend Employee with full pay and benefits at any time during the term of this Agreement, under the following conditions:

- 1. A majority of the Council and Employee agree, or
- 2. After a public hearing in which the majority of the Council votes to suspend Employee for just cause provided, however, Employee was given written notice setting forth all charges at least 10 days prior to the public hearing by the Council.

Section 4: Termination and Severance Pay

- A. In the event Council terminates Employee prior to the expiration of the term of this Agreement, Employer agrees to pay Employee a lump sum cash payment equal to 9 months' aggregate salary, benefits and deferred compensation. Employee shall also be compensated for all earned sick leave, vacation, holidays, and other accrued benefits to date.
- B. In the event Employee is terminated for cause, Employer shall have no obligation to pay the aggregate severance sum designated in Section 4(A).
- C. If Employee is terminated, Employer agrees to provide for out placement services to Employee at Employer's expense, in an amount not to exceed \$5,000.00.

Section 5: Resignation

In the event Employee voluntarily resigns the Employee's position with Employer prior to the expiration of the term of this Agreement, Employee will give Employer two-months, written notice, unless the parties agree otherwise.

Section 6: Disability

If Employee is permanently disabled or is otherwise unable to perform the Employee's duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks, beyond any accrued sick leave, Employer shall have the option to terminate the Agreement, subject to the severance pay requirements of Section 4.

Section 7: Salary

Employer agrees to pay Employee an annual base salary of \$160,000.00 as of April 21, 2021. In addition, Employer agrees to increase Employee's annual base salary and benefits in such amounts and to such extent as the Council determines appropriate based on the annual salary review of Employee. This Agreement is automatically amended to reflect any salary adjustments that are provided or required by Midvale City's compensation policies. Employee is not eligible to receive any increase to salary before July 1, 2022.

Section 8: Performance Evaluation

- A. The Council shall annually review and evaluate the performance of Employee, prior to the adoption of the annual operating budget. The annual review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. With the consultation with Employee, the criteria may be added to or deleted from as the Council may determine necessary.
- B. The Mayor shall provide Employee with a summary written statement of the findings of the Council and provide an adequate opportunity for Employee to discuss the Employee's evaluation with the Council.
- C. Annually, the Council and Employee shall define goals and performance objectives that they determine are necessary for the proper operation of Midvale City. The Council and Employee

shall, in writing, establish a priority among these goals and objectives, that must also be generally attainable within the time and budget limitations.

- D. In effecting the provisions of Section 8 of this Agreement, the Council and Employee mutually agree to abide by the provisions of applicable laws.

Section 9: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal Midvale City Hall office hours to perform Employee's responsibilities as city manager, and to that end, Employee will be allowed to take compensatory time off as they shall deem appropriate during normal office hours.

Section 10: Outside Activities

Employee shall not spend more than 10 hours per week in teaching, consulting or other non-Employer connected business without the prior approval of the Council.

Section 11: Moving and Relocation Expenses

This Section has intentionally been left blank.

Section 12: Home Sale and Purchase Expenses

This Section has intentionally been left blank.

Section 13: Automobile

Employer will provide Employee an automobile allowance in the amount of \$500.00 per month.

Section 14: Vacation and Sick Leave

Employee shall accrue, and have credited to the Employee's personal account, vacation and sick leave at the same rate and same time as department directors. Employee shall have no cap on the amount of vacation that may be accrued.

Section 15: Disability, Health, and Life Insurance

- A. Employer agrees to provide and to pay the premium for health, dental, life, and vision insurance for Employee and the Employee's dependents equal to that which is provided to all other employees of Midvale City.
- B. Employer agrees to put into force and to make required premium payments for long term disability coverage and additional life insurance for Employee in an amount equal to that which is provided to all other employees of Midvale City.

Section 16: Retirement

Subject to the Utah Retirement System ("URS") guidelines, Employer agrees to enroll Employee in URS and to make all appropriate contributions on the Employee's behalf upon the Employee's request.

Section 17: Dues and Subscriptions

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for the continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of Employer.

Section 18: Professional Development

- A. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions of Employer, including but not limited to: the ICMA Annual Conference, Utah League of Cities and Towns conventions, and such other national, regional, state, and local governmental groups and committees thereof which Employee serves as a member.
- B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for professional development and for the good of Employer.

Section 19: Computer Purchase

Employer will provide Employee with a computer, software, and other necessary equipment required for Employee to perform the job and to maintain communication.

Section 20: General Expenses

Employer recognizes that certain expenses of a non-personal and generally job-affiliate nature are incurred by Employee, and agrees to reimburse or to pay general expenses, and the Administrative Services Department is authorized to disburse funds on receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

Section 21: Civic Club Membership

Employer recognizes the importance of representation in and before local civic and other organizations. Employee is authorized to become a member of civic clubs or organizations, and Employer will pay all expenses associated with the clubs and organizations. Employee will report to Employer on each membership that has been taken out at Employer's expense.

Section 22: Indemnification

In addition to the requirements of state and local laws, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as city manager. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered.

Section 23: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 24: Other Terms and Conditions of Employment

- A. The Council, in consultation with the Mayor, shall fix any such other terms and conditions of employment, as it 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, Midvale City ordinance or any other law.
- B. All provisions of Utah Code, Midvale Municipal Code, and Midvale City Policy and Procedures of Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to benefits specifically provided for the benefit of Employee in this Agreement.
- C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment on termination of employment, except as otherwise provided in this Agreement.

Section 25: No Reduction of Benefits

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction for all employees of Employer.

Section 26: Notices

Notices pursuant to the Agreement shall be given by U.S. Postal Service, to the following:

EMPLOYER:

Midvale City
7505 S. Holden Street
Midvale, UT 84047

EMPLOYEE:

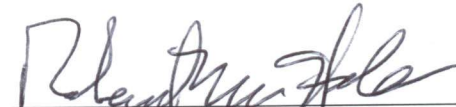
Matthew Dahl
5520 South Somerset Way
Salt Lake City, UT 84117

Section 27: General Provisions


- A. The Agreement shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing April 21, 2021.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall remain in full force and effect.

Midvale City and Matthew Dahl have read and understand the terms of this City Manager Employment Agreement. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their Authorized representatives sign below.

MIDVALE CITY

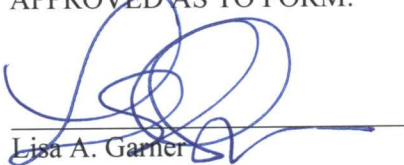

Robert M. Hale, Mayor

ATTEST:


Rori L. Andreason, City Recorder



APPROVED AS TO FORM:


Lisa A. Garner
Midvale City Attorney


Matthew Dahl