

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”), effective on the ____ day of September, 2026, by and between IVINS CITY, a municipal corporation of the State of Utah (“Ivins City”) and CHARLES R. GILLETTE (“Manager”), collectively referred to as “the Parties.”

RECITALS

WHEREAS, Manager has been employed with Ivins City since November, 2005 and as the Ivins City Manager since September, 2025; and

WHEREAS, Ivins City desires to renew Manager’s employment agreement for a term of four years; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereby agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herein by this reference.
2. Purpose. The purpose of this Agreement is to provide for the continued employment of Manager as City Manager for Ivins City.
3. Duties. Manager hereby agrees to perform the duties of City Manager as set forth in Ivins City Code.
4. Compensation.
 - a. Salary: In consideration of Manager performing the duties of City Manager, Manager’s current annual salary is \$180,000. Upon renewal of this Agreement, Manager’s annual salary shall increase to \$187,560, consistent with Ordinance No. 2026-14, approved by the City Council on June 18, 2026. Thereafter, during the term of this Agreement, Manager shall be receive cost-of-living and performance-based salary increases at the same time such increases are provided to Department Heads and in an amount or percentage comparable to the increases authorized for Department Heads as approved by the City Council when all salaries are approved by the City Council for Statutory Officers and Department Heads for the subsequent fiscal year.
 - b. Overtime. Manager is, and shall continue to be, considered an “Exempt” Employee and, as such, is not entitled to any overtime compensation under the Fair Labor Standards Act.
 - c. Retirement Contributions. Ivins City shall continue to contribute the employer’s contribution for Manager to the Utah State Retirement Plan or some other alternative retirement plan as permitted by state law. Manager may contribute additional amounts from his base salary to a retirement program.

d. Social Security and Medicare Contributions. Ivins City shall continue to pay the required employer's contribution on Manager's salary to Social Security and Medicare. Manager shall be responsible for paying the employee's portion of social security and medicare.

e. Health Insurance. Ivins City shall continue to pay the family premium for health insurance benefits as offered by Ivins City to its employees.

f. Additional Benefits. Manager shall be entitled to all other employee benefits in force on the date this Agreement becomes effective, such as holiday pay, vacation leave, sick leave, carryover, use and payments as governed by the Ivins City Employee Manual. Manager shall also be subject to any future changes to benefits for City Employees.

5. Term of Employment & Termination. This Agreement shall be effective upon signing for a term of approximately four years until September 30, 2030. Within six months and prior to 60 days of the expiration of that term, Manager shall submit another renewal agreement to the City Council for their consideration.

a. Involuntary Termination by Ivins City. In the case of Ivins City's involuntary removal of Manager from office, Manager shall be furnished with a written notice thereof at least thirty days before the effective date of his removal. Unless the termination is for malfeasance or misfeasance in office, Manager shall be entitled to receive in all other cases of involuntary termination, including forced resignation, six months' severance pay and benefits in return for which Manager agrees to be available for consultation and assistance to a new City Manager. Prior to a determination that termination is for malfeasance or misfeasance, Manager shall be provided with written notice of the grounds and a reasonable opportunity to respond to the City Council.

b. Voluntary Termination by Manager. In the event Manager decides to voluntarily resign from the position of City Manager, the Manager shall furnish Ivins City with a written notice of resignation at least thirty days prior to the date of his resignation.

6. Residency. Manager shall continue, and throughout the term of this Agreement shall remain, a resident of Ivins City.

7 General Provisions.

a. Notice. Any notice required or desired to be given pursuant to this Agreement shall be given in writing by personal delivery to Manager or to the Mayor on behalf of Ivins City.

b. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter hereof and shall supersede any prior agreements, promises, inducements, representations or warranties made by either party pertaining to the employment of Manager.

c. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, and successors in interest. Manager's rights and interests arising under this Agreement are personal and may not be assigned.

d. Severability. 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 and shall not be affected and shall remain in full force and effect.

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

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

IVINS CITY:

MANAGER:

Kevin Smith, Mayor

Charles R. Gillette

Attest:

Kari D. Jimenez, Ivins City Recorder