

RESOLUTION NO. 06-06-2022

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL APPROVING AN EMPLOYMENT AGREEMENT WITH SHANNON HOFFMAN TO BECOME THE SANTAQUIN CITY FINANCE DIRECTOR

WHEREAS, Santaquin City (“City”) is a municipality and political subdivision of the State of Utah; and

WHEREAS, The Mayor, with the advice and consent of the City Council, is authorized to appoint a City Finance Director to perform such duties on behalf of the City as may be established by statute or ordinance; and

WHEREAS, the City has promoted Shannon Hoffman (“Hoffman”), a full-time employee of the City, to serve as the Finance Director; and

WHEREAS, Hoffman desires to be employed with Santaquin City as its Finance Director 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 Hoffman’s employment with the City shall be established.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Santaquin City, State of Utah, as follows:

1. The Mayor is authorized to execute the “Santaquin City Finance Director Employment Agreement,” a copy of which is attached hereto, and to execute all other documents necessary to effect the terms and conditions of said agreement.

2. This resolution shall be effective upon its passage.

PASSED AND APPROVED this 7th day of June, 2022.

SANTAQUIN CITY COUNCIL

Daniel M. Olson, Santaquin City Mayor

ATTEST:

Amalie R. Ottley, Santaquin

**SANTAQUIN FINANCE DIRECTOR
EMPLOYMENT AGREEMENT**

This Agreement, made and entered into this 7th day of June, 2022, by and between **Santaquin City**, a fourth-class city and political subdivision of the State of Utah (hereinafter called “City”) and **Shannon Hoffman**, (hereinafter called “Hoffman”).

WITNESSETH:

WHEREAS, Santaquin City (“City”) is a municipality and political subdivision of the State of Utah; and

WHEREAS, The Mayor, with the advice and consent of the City Council, is authorized to appoint a City Finance Director to perform such duties on behalf of the City as may be established by statute or ordinance; and

WHEREAS, the City has promoted Shannon Hoffman (“Hoffman”), a full-time employee of the City, to serve as the Finance Director; and

WHEREAS, Hoffman desires to be employed with Santaquin City as its Finance Director 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 Hoffman’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 Hoffman and Hoffman agrees to be employed by the City, in the capacity of Finance Director. In her capacity as Finance Director, Hoffman shall report directly to the City Manager concerning those duties for which the City Manager has authority pursuant to state law and/or local ordinance, including those responsibilities set forth in the Santaquin City Employee Policies and Procedures Handbook.
2. **TERM.**
 - a. Hoffman shall serve at the pleasure of the City Council and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the governing body to terminate the services of Hoffman at any time, subject to the provisions set forth elsewhere in this Agreement. This Agreement continues for an indefinite term, until termination with notice as provided herein.

- b. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of Hoffman to resign at any time from her position with the City subject to the provisions set forth elsewhere in this agreement.
3. **DUTIES.** During the term of this Agreement, Hoffman, as Finance Director for the City, shall perform those duties designated in the Santaquin City Finance Director Job Description (Exhibit A) and to perform other legally permissible and proper duties and functions and such additional duties as may be assigned to her from time to time by the City Manager or Mayor. Hoffman shall at all times faithfully, diligently, and conscientiously perform all of the duties that may be required of and from her pursuant to the express and implied terms of this Agreement in a professional, competent, and ethical manner.
4. **TIME AND EFFORT.** Hoffman shall devote whatever time is necessary to satisfactorily perform the duties of Finance Director, but it is agreed that Hoffman shall work, on average, a minimum of forty (40) hours per week. Hoffman is an exempt employee and, therefore, does not qualify and is not entitled to receive overtime compensation or compensatory time off.
5. **SALARY.** In consideration of her promotion to City Finance Director and or assuming additional duties under the terms of this agreement, effective February 13, 2022, Hoffman's salary was increased by 6.626% from her previous salary with credit for her many years of service to City. Hoffman's salary was established at a Grade 32 and will continue as such, plus cost of living increases as the same may be from time to time approved by the City Council as applied to City employees, less applicable federal and state tax withholdings and other deductions required by law or authorized by Hoffman, payable in substantially equal installments bi-weekly (every other week) in accordance with the City's regular payroll schedule. In addition, the City may in its sole discretion, upon the favorable performance review of Hoffman by the City, increase the salary of Hoffman from time to time. The City agrees to conduct at least one annual evaluation of Hoffman.
6. **BENEFITS.** Hoffman 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 Hoffman and her dependents on the same terms and conditions that such insurance benefits are provided to all other full-time employees of Santaquin City.

- b) **Vacation.** Hoffman shall be credited with annual vacation time in accordance with the Santaquin City Employee Policies and Procedures Handbook. Hoffman agrees to plan her vacation time around the needs of the City in consultation with the City Manager.
 - c) **Sick Leave.** Hoffman shall accrue sick leave in accordance with the Santaquin City Employee Policies and Procedures Handbook.
 - d) **Holidays.** Hoffman shall receive paid time off for 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 retirement contributions are made on Hoffman's behalf in the same manner as provided to all other full-time employees pursuant to the Santaquin City Employee Policies and Procedures Handbook.
 - f) **Other Benefits.** The City agrees to provide all other benefits outlined in the Santaquin City Employee Policies and Procedures Handbook as provided to all other full-time employees of Santaquin City.
7. **REIMBURSEMENT OF EXPENSES.** The City shall reimburse Hoffman for reasonable expenses necessarily incurred by her in connection with the work performed by Hoffman 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 approval and discretion of the City Council, agrees to budget for and to pay for professional dues and subscriptions of Hoffman necessary for continuation and participation and leadership in national, regional, state, or local associations and organizations necessary and desirable for Hoffman's continued professional participation, growth, and advancement, and for the good of the City.
 - b. City, subject to the approval and discretion of the City Council, agrees to budget for and to pay for travel and subsistence expenses of Hoffman for professional and official travel, meetings, and occasions to adequately continue the professional development of Hoffman and to pursue necessary official functions for City.
 - c. City, subject to the approval and discretion of the City Council, agrees to budget for and to pay for travel and subsistence expenses of Hoffman for short courses,

institutes, and seminars that are necessary for Hoffman's professional development and for the good of the City.

- d. City, subject to the approval and discretion of the City Council, agrees to reimburse Hoffman 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 Hoffman with a computer, software, fax/modem and cell phone required for Hoffman 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.** Hoffman acknowledges that, as Finance Director, she 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 her from time in the course of Hoffman's employment. Hoffman agrees that she 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 Hoffman is employed by the City, or upon the termination of Hoffman's employment with the City, Hoffman will turn over to the City Manager all documents, papers or other materials in Hoffman'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.
10. **REMEDIES FOR BREACH OF THE COVENANT NOT TO DISCLOSE CONFIDENTIAL OR PROPRIETARY INFORMATION.** In the event of a breach or threatened breach by Hoffman 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 Hoffman, restraining or enjoining her 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.

11. **OUTSIDE ACTIVITIES.** Unless otherwise agreed in writing, the employment provided for by this Agreement shall be the Employee's sole employment.

12. **ADHERENCE TO CITY POLICIES.** Hoffman 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 this 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 Hoffman at a duly authorized public meeting.
- b) The City, citizens or legislature amends any provision of Santaquin City Code or Utah Code pertaining to the role, powers, duties, authority, responsibilities of the position of Finance Director that substantially changes the form of government, and Hoffman delivers written notice within seven (7) days that such amendments constitute termination.
- c) The City reduces the base salary, compensation, or any other financial benefit of Hoffman, unless it is applied in no greater percentage than the average reduction of all department heads, and Hoffman delivers written notice within seven (7) days that said reduction constitutes termination.
- d) Hoffman resigns within five days of an offer to accept resignation, whether formal or informal, by the City as representative of a majority of the governing body, then Hoffman may declare a termination as of the date of the offer.
- e) Either party fails to cure a material breach of this agreement within 30 days written notice of the breach. Written notice of a breach of contract shall be provided in accordance with the provisions of paragraph 16.

14. **SEVERANCE PAY.** Except in the case of removal for cause or Hoffman's voluntary resignation, which nullify Hoffman's entitlement to severance, the City shall cause Hoffman, upon her removal, to be paid any unpaid balance of her salary, vacation, and sick time in accordance with the Santaquin City Employee Policy and Procedures Handbook, due through the date of her removal together with her salary at the same rate for the next six (6) calendar months following the date of her removal. Severance shall

be paid in a lump sum, within thirty (30) days of termination unless otherwise agreed to by the City and by Hoffman. Apart from payment of six (6) months of salary there are no other payments, benefits or entitlements pertaining to severance.

15. **OTHER AGREEMENTS.** Hoffman warrants that, to the best of her knowledge, the execution and delivery of this Agreement and the performance of her duties hereunder will not violate the term of any other agreement to which she is a party or by which she is bound.

16. **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) **HOFFMAN:** Shannon Hoffman, 974 South Center Street, Santaquin, UT 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.

17. **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 her 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 sub-paragraph c, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their agents.
- 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

Daniel M. Olson, Mayor

ATTEST:

Amalie R. Ottley, Recorder

**Shannon Hoffman,
Finance Director**

Exhibit A – Job Description



Title: Finance Director	Code: 780
Division: Finance	Effective Date: 08/05
Department: Administration	Last Revised: 03/22

GENERAL PURPOSE

Performs a variety of **administrative and supervisory duties** related to planning, organizing, and coordinating administrative processes necessary to carry out the fiscal operations of the city.

SUPERVISION RECEIVED

Works under the general supervision of the City Manager or designee.

SUPERVISION EXERCISED

Provides close to general supervision to finance and human resources support staff, part-time, seasonal or temporary clerical personnel, court personnel, and IT personnel. Provides oversight for financial transactions in all city departments.

ESSENTIAL FUNCTIONS

Finance Director: The Finance Director performs all the financial duties and responsibilities of the City Recorder as set forth in the Uniform Fiscal Procedures Act, pursuant to the provisions of Utah Code 10-6-157, and performs such powers and duties as set forth in City Ordinances, in this description, and as otherwise assigned by the City Council. Assists the City manager in annual budget preparation as directed. The Director shall serve as a member of the City Department Heads committee; contributes to strategic planning and policy development to further the mission of the city; plans, coordinates, supervises and evaluates finance operations; establishes policy, goals and objectives for finance in response to directives from the City Manager and City Council; administers direct day-to-day activities of budget and finance. Maintains all financial records for the city and its sub-organizations for audit, historical information, and legal purposes; coordinates annual audits with independent third-party auditors. Oversees debt and grant administration and fixed asset control for municipal services. Prepares and maintains a principal and interest schedule on all bonds issued by the city. Tracks and maintains cash bonds for developments and improvements.

Serves as City Purchasing Agent. Administers purchase order system for city departments; distributes and receives invoices and processes invoices for payment; matches invoice and purchase orders to verify authorization for payment; coordinates with departments for approval of payments, prepares checks or causes checks to be prepared by staff; signs checks, and delivers to city treasurer or other authorized city signatory for co-signature; maintains chart of accounts; updates vendor lists. Manages cash disbursements and monitors general journal; verifies proper account coding; executes corrections or adjustments as needed; reconciles discrepancies.

Maintains city financial records; catalogs and references documents and information for easy identification, location, and duplication; assures compliance with state laws related to public access (GRAMMA) and Uniform Accounting Manual for All Local Governments; assures proper classifications, codes and authorizations are applied to city financial documents and records;; establishes and monitors retention schedules on financial documents and assures timely archiving or purging of financial records according to law, ordinance, or practice.

Coordinates the activities of external auditors and presents an independent auditor's report to City Council by December 31 each year. Designated as "Chief Financial Officer" under the Financial Reporting Act as set forth in Utah Code Ann. 11-50-201. Acts as the ex-officio city auditor to assure integrity of the city financial management system. Assures budget records are available for public inspection.

Monitors status and accounts of city related non-profit entities for compliance with applicable laws.

Administrative: Manages and oversees the day-to-day operations of the administration departments including justice court, human resources, and utility billing, collections, receiving, and receipting of payments, facilities maintenance, etc.; manages technical support and website development; exercises supervision over department personnel; evaluates performance; initiates corrective action as needed; oversees, develops, and implements changes in city financial policies, practices and procedures in order to improve fiscal practices; oversees budgets for assigned areas of responsibility; .

Assist with customers at counter and on the phone regarding city business.

Treasurer: The Finance Director cannot be the city Treasurer but is responsible to assure the City Treasurer is in compliance with legal requirements of the office of city treasurer as defined in Utah Code, Title 10 and that they are appropriately acting as custodian of all money, bonds, and securities and maintaining accurate and detailed accounts for the same. The Finance Director works with the Treasurer to make fund transfers as needed, signs city checks, and monitor running daily balances.

Human Resources: The Finance Director supervises Human Resource processes and personnel. Maintains and administers the classification and compensation system; prepares and maintains job descriptions, administers a city performance evaluation system and employee recognition and wellness efforts.

Directs and manages city payroll administration; develops and implements changes in city systems to assure efficiency and accuracy; monitors payroll procedures to control proper payment of taxes and processing of voluntary and mandatory deductions; issues bi-weekly pay checks; acts as city benefits administrator; coordinates benefits enrollments.

Grant Administration: Manages all coordination for outside financial funding and support for various capital improvement and environmental projects; coordinates with department heads, engineers, and agency representatives on outside funding opportunities and awards; Monitors use of outside funding to assure approved uses and documentation are consistent with funding stipulations.

Performs related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

A. Graduation from college with a bachelor's degree in public administration, business, human resources or related field;

AND

B. Five (5) years of responsible experience related to above duties;

OR

C. An equivalent combination of education or experience.

2. Knowledge, Skills, and Abilities:

Considerable knowledge of general municipal government practices; including accounting, and fiscal control systems, budget preparation and management, laws and regulations governing receiving, accounting, and investments of municipal funds, principles of management, grants and special funding environment available to the state; various federal programs receiving short- or long-term financial assistance; grantsmanship and related information network; supervision and employee motivation.

Working knowledge of general office maintenance and practices; various software programs (Pelorus, MS Word, Excel, Power Point); operation of standard office equipment; basic mathematics; and telephone etiquette; basic public relations; human resource management functions, i.e., recruitment, selection, compensation, and system maintenance.

Ability to supervise daily work programs, communicate effectively, verbally and in writing; work independently in meeting various time deadlines and work pressures; maintain strict confidentiality related to sensitive administrative information; operate personal computer (WINDOWS) in utilizing various programs (Microsoft Word, Excel, Publisher, etc.) to produce or compose formal documents, reports, and records; operate standard office equipment; develop effective working

relationships with supervisors, fellow employees, the public, and subordinates; supervise, evaluate, motivate, and discipline subordinates.

3. Special Qualifications:

- A. Must be bondable.
- B. May be required to be a Certified Municipal Financial Advisor (CMFA).
- C. May be required to become a Notary Public.
- D. Must type 50 wpm.

4. Physical Demands and Work Environment:

Incumbent of the position performs in a typical office setting with appropriate climate controls. Tasks require variety of physical activities, which may involve muscular strain, but do require frequent walking, standing, stooping, sitting, reaching, talking, hearing, and seeing. Common eye, hand, finger dexterity required for many tasks. Mental application utilizes memory for details, verbal instructions, emotional stability, and discriminating thinking and guided problem solving.

NOTE: All Santaquin City employees must successfully complete a pre-employment drug test and criminal history check and any other pre-employment verification deemed necessary to the position, following a conditional offer of employment.

Employees required to drive a motor vehicle as an essential job duty will be required to successfully complete a motor vehicle record (MVR) check following a conditional offer of employment.



Disclaimer: The above statements are intended to describe the general nature, level, and type of work performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, demands, and skills required of personnel so classified. The Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes any earlier versions. **SANTAQUIN CITY IS AN EQUAL OPPORTUNITY EMPLOYER AND PROVIDER.**

I _____ have reviewed the above job description. Date: _____