

RESOLUTION NO. 03-03-2026

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL APPROVING AN EMPLOYMENT AGREEMENT WITH (PENDING) AS THE SANTAQUIN CITY COMMUNITY SERVICES 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 Community Services Director to perform such duties on behalf of the City as may be established by statute, ordinance, or resolution; and

WHEREAS, the City desires to Employ Pending (“Pending”) as a full-time employee of the City, to serve as the Community Services Director; and

WHEREAS, Pending desires to be employed by Santaquin City as its Community Services 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 Pending’s employment with the City shall commence.

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

1. The Mayor is authorized to execute the “Santaquin City Community Services 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 17th day of March, 2026.

SANTAQUIN CITY COUNCIL

Daniel M. Olson, Santaquin City Mayor

Councilmember Art Adcock	Voted	___
Councilmember Brian Del Rosario	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Jeff Siddoway	Voted	___
Councilmember Travis Keel	Voted	___

ATTEST:

Stephanie Christensen, Santaquin City Recorder

**SANTAQUIN CITY COMMUNITY SERVICES DIRECTOR
EMPLOYMENT AGREEMENT**

This Agreement, made and entered into this 17th day of March, 2026, by and between **Santaquin City**, a fourth-class city and political subdivision of the State of Utah (hereinafter called “City”) and **Pending**, (hereinafter called “Pending”).

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 Community Services Director to perform such duties on behalf of the City as may be established by statute, ordinance, or resolution; and

WHEREAS, the City desires to employ Pending (“Pending”) as a full-time employee of the City, to serve as the Community Services Director; and

WHEREAS, Pending desires to be employed with Santaquin City as its Community Services 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 Pending’s employment with the City shall commence.

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

1. **EMPLOYMENT.** The City agrees to employ Pending and Pending agrees to be employed by the City, in the capacity of Community Services Director. In his/her capacity as Community Services Director, Pending 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) Pending 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 Pending 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 Pending to resign at any time from his/her position with the City subject to the provisions set forth elsewhere in this agreement.
3. **PROBATIONARY PERIOD.** Newly hired employees are subject to a probationary period in accordance with the Santaquin City Employee Policies and Procedures Handbook.
4. **DUTIES.** During the term of this Agreement, Pending, as Community Services Director for the City, shall perform those duties designated in the Santaquin City Community Services 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 him/her from time to time by the City Manager or Mayor. Pending shall at all times faithfully, diligently, and conscientiously perform all of the duties that may be required of and from him/her pursuant to the express and implied terms of this Agreement in a professional, competent, and ethical manner.
5. **TIME AND EFFORT.** Pending shall devote whatever time is necessary to satisfactorily perform the duties of Community Services Director, but it is agreed that Pending shall work, on average, a minimum of forty (40) hours per week. Pending is an exempt employee and, therefore, does not qualify and is not entitled to receive overtime compensation or compensatory time off.
6. **SALARY.** During the term of this Agreement, Pending shall be paid within a Grade 31 salary range 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 Pending, 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 Pending by the City, increase the salary of Pending from time to time. The City agrees to conduct at least one annual evaluation of Pending.
7. **BENEFITS.** Pending 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 Pending and his/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.** Pending shall be credited with annual vacation time in accordance with the Santaquin City Employee Policies and Procedures Handbook. Pending agrees to plan his/her vacation time around the needs of the City in consultation with the City Manager.
 - c) **Sick Leave.** Pending shall accrue sick leave in accordance with the Santaquin City Employee Policies and Procedures Handbook.
 - d) **Holidays.** Pending 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 Pending'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.
8. **REIMBURSEMENT OF EXPENSES.** The City shall reimburse Pending for reasonable expenses necessarily incurred by him/her in connection with the work performed by Pending 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 Pending necessary for continuation and participation and leadership in national, regional, state, or local associations and organizations necessary and desirable for Pending'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 Pending for professional and

official travel, meetings, and occasions to adequately continue the professional development of Pending 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 Pending for short courses, institutes, and seminars that are necessary for Pending'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 Pending 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.
9. **TECHNOLOGY.** The City shall provide Pending with a computer, software, fax/modem and cell phone required for Pending 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.
10. **COVENANT NOT TO DISCLOSE CONFIDENTIAL OR PROPRIETARY INFORMATION.** Pending acknowledges that, as Community Services Director, he/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 him/her from time in the course of Pending's employment. Pending 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 Pending is employed by the City, or upon the termination of Pending's employment with the City, Pending will turn over to the City Manager all documents, papers or other materials in Pending'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, personal identification information of current and former employees of the City, 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.

11. REMEDIES FOR BREACH OF THE COVENANT NOT TO DISCLOSE

CONFIDENTIAL OR PROPRIETARY INFORMATION. In the event of a breach or threatened breach by Pending 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 Pending, restraining or enjoining him/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.

12. OUTSIDE ACTIVITIES. Unless otherwise agreed in writing, the employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide benefits to the City and the community, Pending may elect to accept limited teaching, consulting or other business opportunities so long as such arrangements shall constitute neither interference, nor a conflict of interest with his/her responsibilities under this Agreement. Prior to any such acceptance of any outside employment activity, Pending shall obtain the written consent of the Mayor for each such activity, which may or may not be given at the sole discretion of the City.

13. ADHERENCE TO CITY POLICIES. Pending 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.

14. TERMINATION. For the purpose of this Agreement, termination shall occur when:

- a) A majority of the governing body members vote to terminate Pending 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 Community Services Director that substantially changes the form of government, and Pending 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 Pending, unless it is applied in no greater percentage than the average reduction of all department heads, and Pending delivers written notice within seven (7) days that said reduction constitutes termination.
- d) Pending resigns within five days of an offer to accept resignation, whether formal or informal, by the City Council, then Pending 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.

15. **SEVERANCE PAY.** Except in the case of removal for cause, Pending's voluntary resignation, or termination pursuant to either sub-paragraph 13(d) or 13(e) above, any of which nullify Pending's entitlement to severance, the City shall cause Pending, upon his/her removal, to be paid any unpaid balance of his/her salary, vacation, and sick time in accordance with the Santaquin City Employee Policy and Procedures Handbook, due through the date of his/her removal together with his/her salary at the same rate for the next six (6) calendar months following the date of his/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 Pending. Apart from payment of six (6) months of salary there are no other payments, benefits or entitlements pertaining to severance.

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

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, 110 South Center Street, Santaquin, Utah 84655
- b) **PENDING:** Pending, Address, City, State Zip code

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, as evidenced by the postmark.

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/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:

Stephanie Christensen, Recorder

Pending,
Community Services Director

Exhibit A – Job Description



Job Description

Title:	Community Services Director	Code:	1251
Division:	Administration	Effective Date:	09/24
Department:	Community Services	Last Revised:	09/24

GENERAL PURPOSE

Performs a variety of administrative and supervisory duties over recreation operations, programs and facility management, library, museum, and senior citizens operations and programs, special events, trail development and other community services programs and project areas.

SUPERVISION RECEIVED

Works under the general supervision of the City Manager.

SUPERVISION EXERCISED

Provides direct supervision to full-time personnel and general supervision to part-time, seasonal and volunteer personnel in the Recreation, Events, Library, Museum and Senior Center Departments of the City; otherwise known as the Community Services Functional Area.

ESSENTIAL FUNCTIONS

Plans, establishes and organizes community outreach programs designed to meet the needs of various groups or categories of participants; monitors program activity to assure quality and serves as trouble shooter; coordinates and instructs community services related seminars and workshops; recruits, hires and trains personnel; monitors performance to assure quality programs and services; organizes city-wide special events.

Serves as liaison and advisor to the Community Services Board, Library Board, Historic Preservation Board, and RAP Tax Committee. Implements new community outreach programs as needed to best serve community interests; prepares and delivers reports and attends meeting as needed to advise the city manager and/or mayor/city council of program activities, results, and new program implementation.

Directs and performs program and special event marketing and advertising; utilizes various media platforms and channels to reach all segments of the public and educate regarding recreation programs; performs general public relations as needed to address concerns and interests of the public; addresses various groups and clubs to solicit time and financial assistance for special programs; secures business sponsors; reviews complaints, problems and concerns expressed by the public; analyzes circumstances and issues and develops alternative solutions; initiates action to create change as needed.

Coordinates access to local facilities; has responsibility for the security of recreational buildings, outdoor facilities, and surrounding areas. Assures a safe environment both indoors and outdoors through periodic safety checks of facilities and equipment.

Coordinates with Mayor, City Manager, Public Works Department and other departments for the planning, development, construction, and maintenance of all parks, trails, and open space. Coordinates directly with Public Works Parks Department staff regarding improvements, maintenance, and preparations of outdoor recreation facilities, concession stands, restrooms, pavilions, community garden, parks for Community Service programs, and City Mountain Bike trails.

Prepares budget proposals for the departments under the umbrella of the Community Services Functional Area and makes revenue projections; submits to the city manager for review and approval; forecasts the departmental and program needs and recommends capital project improvements to support the Community Services Functional Area; monitors on-going expenditures

to assure compliance with fiscal goals; establishes fee schedules for program participation; aids in the preparation of bids and the purchasing of required equipment as necessary; aids in the preparation of bids for construction of new facilities.

Writes and manages grants for projects and facilitates grant revenue and other fund-raising activities for Community Services Department needs. Supervises sponsor fund acquisition for community events, sports, and Orchard Days events.

Develops programming used for all indoor recreation facilities, trails, open spaces, and outdoor recreation facilities and play spaces. Implements, coordinates & manages equestrian, cultural and arts programs, special events, and other leisure services as needed or directed. Plans, coordinates development of and implements fee structures, policies and procedures related to recreation programs, facilities and open spaces. Develops projects funded by RAP Tax dollars.

Oversees Citywide Orchard Days celebration. Coordinates with other departments as needed in planning and implementation of events.

Performs related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

A. Graduation from college with a bachelor's degree in recreation management, physical education or some other related field;

AND

B. Four (4) years of experience performing above or related duties;

OR

C. An equivalent combination of education and experience.

2. Knowledge, Skills and Abilities:

Considerable knowledge of the methods and techniques of developing and operating recreation programs, classes and events; of the philosophy and objectives of community recreation programming; team sports management; community and public relations; principles and practices of general management including fiscal and human resources; budgeting processes and general accounting; rules and regulations of a variety of sports and recreational activities; of equipment, facilities, operations and techniques used in a comprehensive community recreation program; working knowledge of the operation of personal computers and various software applications including spread sheets, word processing, etc.

Ability to organize recreational leagues, establish team rosters and schedule games, tournaments and other play activities; establish and maintain effective working relationships with employees, various age groups, other organizations, and the public; administer a large work program; prepare and present budget estimates; direct, motivate, develop, and evaluate subordinates; communicate effectively, verbally and in writing.

3. Special Qualifications:

A. Must possess a valid Utah driver's license.

B. Certified Parks and Recreation Professional (CPRP) certification is required within one (1) year of hire.

4. Physical Demands and Work Environment:

Incumbent of the position performs in a typical office setting with appropriate climate controls. Also exposed to a variety of indoor and outdoor recreation facility environments, i.e., gymnasiums, baseball/softball facilities, soccer facilities, local school facilities on a regular basis. Tasks require a variety of physical activities, not generally involving muscular strain, such as walking, standing, stooping, sitting, and reaching. May be required to lift up to 50 lbs or more on a periodic basis. Continuous talking, hearing and seeing required in the normal course of performing the job. Common eye, hand, finger dexterity required to perform essential functions. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking and creative problem solving. Periodic travel required in normal course of job performance.

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: _____