

RESOLUTION 03-03-2021

A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT FOR THE SANTAQUIN CITY OPERATIONS MANAGER

WHEREAS, Santaquin City is a municipality and political subdivision of the State of Utah with the power and authority to create employment positions to serve the needs of the community and hire professional city staff members; and

WHEREAS, the City desires create the position of Operations Manager and enter into an employment agreement to fill said position.

NOW THEREFORE, be it resolved by the City Council of Santaquin City to authorize the Mayor to execute the attached Employment Agreement for the Santaquin City Operations Manager.

ADOPTED AND PASSED by the City Council of Santaquin City, Utah, this 2nd day of March 2021.

SANTAQUIN CITY

Kirk F. Hunsaker, Mayor

Attest

K. Aaron Shirley, City Recorder

SANTAQUIN OPERATIONS MANAGER EMPLOYMENT AGREEMENT

This Agreement, made and entered into this ____ day of March, 2021, by and between **Santaquin City**, a fourth-class city and political subdivision of the State of Utah (hereinafter called “City”) and **Dennis L. Marker**, (hereinafter called “Marker”).

WITNESSETH:

WHEREAS, Santaquin City is a municipality and political subdivision of the State of Utah; and

WHEREAS, Marker has education, training and experience in local government management, including but not limited to community development, leisure services, public safety, personnel, finance and working with legal services; and

WHEREAS, Marker previously worked for the City for over 11 years and has experience and knowledge which is beneficial for the City; and

WHEREAS, the City desires to rehire Marker in the position of Operations Manager and to encourage his employment with the City and provide a measure of security in his employment; and

WHEREAS, Marker desires to continue his employment with the City under certain terms and conditions; and

WHEREAS, the parties now desire to enter into this Agreement in order to establish the terms and conditions of Marker’s employment with the City.

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

1. **EMPLOYMENT.** The City agrees to employ Marker and Marker agrees to be employed by the City, in the capacity of Operations Manager. In his capacity as Operations Manager, Marker 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.
2. **TERM.**
 - a. The Operations Manager 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 the Operations Manager 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 the Operations Manager to resign at any time from his position with the City subject to the provisions set forth elsewhere in this agreement.

3. **DUTIES.** During the term of this Agreement, Marker, as Operations Manager for the City, shall assist in the performance of those duties outlined in Section 1.24.080 of the Santaquin City Code as well as those duties designated in the Santaquin City Operations Manager Job Description (Exhibit A) and such additional duties as may be assigned to him from time to time by the City Manager or Mayor. Marker shall at all times faithfully, diligently and conscientiously perform all of the duties that may be required of and from him pursuant to the express and implied terms of this Agreement in a professional, competent and ethical manner.
4. **TIME AND EFFORT.** Marker shall devote whatever time is necessary to satisfactorily perform the duties of Operations Manager, but it is agreed that Marker shall work, on average, a minimum of forty (40) hours per week. Marker is an exempt non-merit employee and, therefore, does not qualify and is not entitled to receive overtime compensation or compensatory time off.
5. **SALARY.** As Operations Manager under the term of this Agreement, Marker's salary shall be established at a Grade 30, with credit for 11.6 years of previous service, plus cost of living increases as the same may be from time to time approved by the City Council and generally applied to other City employees, less applicable federal and state tax withholdings and other deductions required by law or authorized by Marker, payable in substantially equal installments bi-weekly in accordance with the City's regular payroll schedule. City agrees to provide a 2% increase upon Marker's completion of all requirements to be a Certified Manager through ICMA. Notwithstanding, the City may in its sole discretion, upon the favorable performance review of Marker by the City, increase the salary of Marker from time to time. The City agrees to conduct at least one annual evaluation of Marker.
6. **BENEFITS.** Marker 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 health, hospitalization, surgical, dental, and comprehensive medical insurance for Marker and his dependents and to pay the premiums for said insurance on the same terms and conditions that such insurance benefits are provided to all other full time employees of Santaquin City.
 - b. **Vacation.** shall be credited annually with Twenty (20) days annual vacation. Employee agrees to plan his vacations around the needs of the City in consultation with the City Manager or Mayor. City agrees to provide 2 weeks of said vacation to Marker upon his employment start date under this contract.
 - c. **Sick Leave.** Marker shall accrue sick leave in accordance with the Santaquin City Employee Policies and Procedures Handbook.
 - d. **Holidays.** Except as otherwise provided in this Agreement, Marker shall receive paid time off for all 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 contributions are made on Marker'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. **Tuition Assistance.** The City agrees to contribute full tuition assistance reimbursements to Marker as he earns his doctorate degree and ensure that all contributions are made on Marker's behalf in the same manner as provided generally to other full time employees pursuant to the Santaquin City Employee Policies and Procedures Handbook; so long as the educational program, as determined by the Mayor, will reasonably benefit the City and not unreasonably interfere with the performance of Marker's duties under this agreement.
7. **REIMBURSEMENT OF EXPENSES.** The City shall reimburse Marker for preauthorized expenses necessarily incurred by him in connection with the work performed by Marker 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. Preauthorization of expenses shall be in accordance with City policy as established from time-to-time by the City Council.
- a. City recognizes Marker will be moving across country to begin his employment under this contract and agrees to reimburse Marker for reasonable relocation costs upon presentment of appropriate documentation, as administered by the Mayor. Such costs shall be reimbursed by Marker on a prorated basis if he voluntarily resigns within two years of the starting date of his employment.
 - b. City agrees to budget for and to pay for professional licensing, dues and subscriptions of Marker necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for Marker's continued professional participation, growth, and advancement, and for the good of the City. The City anticipates this will include Marker's association with the ICMA and APA.
 - c. City, subject to the prior approval and discretion of the City Council, agrees to provide Marker a six hundred dollar (\$600.00) monthly automobile mileage stipend to cover all costs incurred while traveling to and from official City business, excluding travel in excess of one hundred (100) miles in distance (one way) for any single business item. This stipend is not intended to cover normal commute mileage, which is the sole responsibility of Marker. Marker shall maintain vehicle liability insurance with limits not less than \$100,000 per person and \$300,000 per occurrence.
 - d. City, subject to the prior approval and discretion of the City Council, agrees to budget for and to pay for travel and subsistence expenses of Marker for professional and official travel, meetings, and occasions to adequately continue the professional development of

Marker and to pursue necessary official functions for the City, which exceeds one hundred (100) miles in distance. Mileage reimbursement shall be administered in accordance with the Santaquin City Employee Policies and Procedures Handbook.

8. **TECHNOLOGY.** The City shall provide Marker with a computer, software, fax/modem and cell phone required for Marker 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.** Marker acknowledges that, as Operations Manager, he 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 from time in the course of Marker's employment. Marker 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 Marker is employed by the City, or upon the termination of Marker's employment with the City, Marker will turn over to the City Manager all documents, papers or other materials in Marker'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. This covenant shall survive termination of this Agreement.
10. **REMEDIES FOR BREACH OF THE COVENANT NOT TO DISCLOSE CONFIDENTIAL OR PROPRIETARY INFORMATION.** In the event of a breach or threatened breach by Marker 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 Marker, restraining or enjoining him 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.** The employment provided for by this Agreement shall be the Employee's primary employment. However, the City recognizes that Marker is a member of the American Institute of Certified Planners and may engage in teaching or consulting work from time to time. Marker understands that his teaching and consulting activities must neither constitute interference with nor a conflict of interest with his responsibilities under this Agreement. Furthermore, the City recognizes that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community. As such, Marker may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangement must neither interfere with nor cause a conflict of interest with his responsibilities under this Agreement. Prior to any such acceptance of any

additional outside employment activity, Marker shall obtain the written consent of the City Manager for each such activity, which consent shall not be unreasonably withheld.

12. ADHERENCE TO CITY POLICIES. Marker 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 the Agreement, the terms of this Agreement shall apply.

13. TERMINATION. For the purpose of this Agreement, termination shall occur upon:

- a. Voluntary Termination by Marker, including but not limited to;
 - 1. Written resignation;
 - 2. Oral communication of resignation to a superior; or
 - 3. Failure to appear for duties in violation of the Policies & Procedure Handbook;
- b. Termination for Cause. Termination for Cause occurs when the City terminates Marker's employment for any of the following reasons:
 - 1. Marker is unable to perform the duties of Operations Manager as described in paragraph 3 hereto;
 - 2. Marker is terminated for cause pursuant to the provisions of the Employee Policies & Procedures Handbook; or
 - 3. Marker is terminated for a material breach of this Agreement.
- c. Involuntary Termination occurs when:
 - 1. A majority of the governing body votes to terminate Marker at a duly authorized public meeting without cause;
 - 2. Marker resigns within two (2) working days of an action by the City, citizens, or the state legislature to amend any provision of Santaquin City Code or Utah Code pertaining to the role, powers, duties, authority, responsibilities of the position of Operations Manager that substantially alters the position of Operations Manager;
 - 3. Marker resigns within two (2) working days of an action by the City Council that reduces the base salary, compensation or any other financial benefit of Marker, unless it is applied in no greater percentage than the average reduction of all department heads; or
 - 4. Marker resigns within two (2) working days of an offer to accept resignation, whether formal or informal, by a vote of the majority of all members of the governing body without cause.

14. SEVERANCE PAY. Upon voluntary termination, the City shall cause Marker, upon his removal, to be paid any unpaid balance of his salary, vacation, and sick time in accordance with the Santaquin City Employee Policy and Procedures Handbook, due through the date of his removal together with his salary at the same rate for the next six (6) calendar months following the date of his removal. Severance shall be paid in a lump sum, within thirty (30)

days of termination unless otherwise agreed to by the City and by Marker. Apart from payment of six (6) months of salary there are no other payments, benefits or entitlements pertaining to severance. Marker shall not be entitled to such severance pay in the event of: Voluntary Termination or Termination for Cause.

15. **OTHER AGREEMENTS.** Marker warrants that, to the best of his knowledge, the execution and delivery of this Agreement and the performance of his duties hereunder will not violate the term of any other agreement to which he is a party or by which he is bound.
16. **BONDING.** The City shall bear the full cost of any fidelity or other bonds required of Marker under any law or ordinance including errors and omissions insurance premiums.
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, 275 West Main Street, Santaquin, Utah 84655
 - b. **MARKER:** _____

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.

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 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.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors and assigns.
- 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.

(Signature Page Follows)

DATED this _____ day of March, 2021.

SANTAQUIN CITY

Kirk F. Hunsaker, Mayor

ATTEST:

K. Aaron Shirley, City Recorder

**Dennis L. Marker,
Operations Manager**

Exhibit A: Santaquin City Operations Manager Job Description



Job Description

Title:	Operations Manager	Code:	200
Division:	Administration	Effective Date:	03/21
Department:	Administration/Public Safety	Last Revised:	03/21

GENERAL PURPOSE

Under the direction of the City Manager, and in coordination with the Assistant City Manager, performs a variety of **professional administrative and managerial** duties related to planning, directing, organizing, and controlling the administrative processes necessary to carry out the efficient and economic operation of the city. The Operations Manager assists in the management of the following city departments through its department directors: Administration (i.e., Human Resources, Risk Management, Treasurer, Recorder, Utility Billing, Court and Legal Departments) and Public Safety (i.e., Police, Fire, Emergency Management Departments), etc. He/She assists in the management of city budgets for all city departments and directs project monitoring to ensure compliance with adopted standards and ordinances.

SUPERVISION RECEIVED

The Operations Manager works under the supervision of the City Manager. Together, the City Manager and his/her Assistant Manager and Operations Manager work under the broad policy guidance and direction of the governing body of Santaquin City, as directed by the Mayor.

SUPERVISION EXERCISED

The Operations Manager assists the City Manager in providing broad policy guidance and direction to department directors. When delegated, the Operations Manager act as City Manager in the absence of the City Manager and Assistant City Manager.

ESSENTIAL FUNCTIONS

Assists in the management of the day-to-day operations and internal affairs of the City; recommends policies, procedures and processes to further the policies of the Mayor and City Council; through the City Manager, advises and appries the governing body as needed; makes recommendations for executive, administrative, legislative actions (with prior notice to the City Manager and Mayor); when called upon, assists the City Manager to conduct internal investigations, examine books, records and official papers of any office, department, agency, board or commission of the City as needed to assure integrity of operations and prevent impropriety.

Assists the City Manager as he/she assumes responsibility for full and effective utilization of City personnel by establishing overall departmental objectives, priorities and standards. Assists the City Manager as he/she provides managerial and operational oversight to the Administration (i.e. Human Resources, Risk Management, Treasurer, Recorder, Utility Billing, Court and Legal Departments) and Public Safety (i.e. Police, Fire, Emergency Management Departments), according to city code; assists the City Manager in the recommendation of hiring of all non-exempt and most exempt City positions; and assists the City Manager to make recommendations for department head appointments to the appropriate authority.

Assists in the preparation and administration of the City's budget; assists in the submission of budget and capital improvement programs to the Mayor, department heads and council; assists in overseeing the fiscal activity of the City to assure compliance with established budgets; assists in the development of fiscal management strategies to optimize available revenue sources; competes for and secures supplemental funding through grants; promotes economic development to increase city revenue.

Exhibit A: Santaquin City Operations Manager Job Description

Assists in the direction of city operations through department directors; monitors program success to recommend continuance or discontinuance; assists the City Manager as he/she coordinates with department heads to implement change in City policy and processes; assists the City Manager as he/she apprises Mayor and City Council members of emergencies.

Attends meetings of the City Council and takes part in the discussions of these meetings as appropriate, but without the right to vote; requests legal responses and positions from the City Attorney. Represents the City as directed by the City Manager or at the direction of the Mayor or governing body; serves as a Public Information Officer in the absence of the City Manager and Assistant City Manager; assists the City Manager in developing the state-of-the-city reports and presents them to the governing body.

Assists in the general supervision over public property under the jurisdiction of the city.

Performs related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

A. Graduation from an accredited college with a master's degree in public administration; business or a closely related field;

AND

B. Four (4) years of progressively responsible experience in municipal management;

OR

C. An equivalent combination of education and experience.

2. Knowledge, Skills, and Abilities:

Working knowledge of management theory, methods, and practices; municipal and fiscal accounting principles, practices and procedures; municipal organizations and department operations including applicable laws and regulations; generally accepted accounting principles (GAAP), the Uniform Municipal Fiscal Procedures Act; budgeting, accounting and related statistical procedures; various revenue sources available to local governments including state and federal sources; local investment options and opportunities; laws governing records retention, archiving, management and access (GRAMA).

Skill in interpersonal relations and cooperative problem solving.

Ability to analyze a variety of financial problems and make decisions; coordinate a variety of intra-governmental policy matters between governing body and department heads; plan, organize, direct and supervise the work of professional and administrative subordinates; communicate effectively verbally and in writing; resolve disputes and complaints from the public in a professional manner; maintain strict confidentiality related to sensitive administrative information; operate personal computer (WINDOWS) in utilizing various programs to produce or compose formal documents, reports and records; establish and maintain comprehensive records and files; establish and maintain effective working relationships with the Mayor, City Council, department directors, department heads, intergovernmental agencies, employees and the public.

3. Special Qualifications:

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

B. Must be bondable.

4. Physical Demands and Work Environment:

Incumbent of the position performs in a typical office setting. Tasks require variety of physical activities, not generally involving muscular strain, such as walking, standing, stooping, sitting and reaching. Continuous talking, hearing and seeing required in the normal course of performing the job. Common eye, hand, finger dexterity required to perform essential functions.

Exhibit A: Santaquin City Operations Manager Job Description

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 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: _____

