



Memorandum

To: Mayor, Town Council
From: Dawn Brecke
Date: March 5, 2026
Re: **March 11, 2026 Town Council Meeting**
Town Manager Employment Agreement

After the unanimous decision to hire Tom Dansie as the Town Manager, I asked the Town attorney to prepare a Town Manager Employment Agreement. The attorney drafted the agreement on behalf of the Town, and I made a few revisions. Tom Dansie has had the opportunity to review the agreement.

Please let me know if you have questions.

Thank you.

TOWN MANAGER EMPLOYMENT AGREEMENT

Town of Springdale, Utah

This Town Manager Employment Agreement (“Agreement”) is made and entered into on March 25, 2026 (“Effective Date”), by and between the Town of Springdale, Utah, a municipal corporation (hereinafter the “Employer”) and Thomas Dansie (hereinafter called “Employee”), an individual with the education, training, and experience in local government management. Employer and Employee agree as follows:

1. **At-Will Employment.** Employee is an “at-will” employee. Employee serves at the pleasure of the mayor and the town council. The “Term” of this Agreement begins on the Effective Date and ends upon termination by either party.

2. **Duties and Authority.** Employer agrees to employ Employee as Town Manager under the terms and conditions of this Agreement to perform the functions and duties specified for the Town Manager position, as set forth in Springdale Code Title 1, Chapter 6A.

3. **Compensation.**

a. *Salary.* As of the Effective Date, Employer pays Employee, as compensation for Employee’s regular and timely performance of Employee’s duties under Section 2, the sum of One Hundred Eighty Thousand Eight Hundred Twenty-three Dollars (\$180,823.00) per year, paid to Employee in twenty-six (26) bi-weekly installments. Each paycheck shall compensate Employee for work in the immediately preceding pay period. Employer has the right to make deductions from the salary for all applicable state and federal taxes and withholding allowances that are in effect at the Effective Date or that may be enacted later.

b. *Cost of Living, Merit, and Market Adjustments.* If the Employer provides or otherwise approves systems to evaluate and implement cost-of-living (COLA) adjustments, merit-based pay increases, or market-based salary comparisons and adjustments that are applied consistently across other Town employees, the same system will be used to compare, evaluate, and adjust Employee’s salary as for other employees.

4. **Health, Disability, and Life Insurance Benefits.** Employer agrees to provide and pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for Employee and his dependents, equal to that provided to all other employees of the Town of Springdale.

5. Vacation Leave, Sick Leave, and Paid Holidays.

a. During each year of the term of this Agreement, Employee shall be credited with eighteen (18) days of annual vacation leave. Vacation leave will be credited on or about January 1 of each year. The maximum annual vacation leave that may be accrued and carried forward from one calendar year to the next is one hundred twenty (120) hours, which is the maximum allowed by the Town's current personnel policies and procedures manual. If the Town's current personnel policies and procedures manual is amended to provide for a higher maximum accrued vacation hours or other changes related to vacation hours, the Agreement will be deemed amended to match the amended personnel policies and procedures manual. Employee agrees to plan the use of his vacation leave around the needs of the Town in consultation with the Mayor.

b. Employee shall accrue sick leave at the same rate as the highest annual accrual provided to all other employees pursuant to the Town's current personnel policies and procedures manual.

c. Employee shall receive paid time off for all state and federal holidays, as provided to all other employees, pursuant to the Town's current personnel policies and procedures manual.

d. Employee agrees to accept and be bound by the terms of the Town's current policies and procedures manual, provided that such policies and procedures do not conflict with the terms of this Agreement. In the event of a conflict between this Agreement and the current personnel policies and procedures manual, this Agreement shall govern the resolution of the conflict.

6. Retirement. Employer agrees to enroll the Employee in the applicable Utah state retirement system and ensure that all contributions are made on the Employee's behalf.

7. General Business Expenses.

a. Employer, subject to the approval and discretion of the Springdale Town Council (hereafter "Town Council"), agrees to budget for and pay for Employee's professional dues and subscriptions necessary for continued and full participation in national, regional, state, or local associations and organizations that are necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of the Employer. These professional associations include, but are not limited to, the International City/County Managers Association, the Utah City Managers Association, and the American Planning Association.

b. Employer, subject to the approval and discretion of the Town Council, agrees to budget for and pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately support Employee's professional development and to pursue necessary official functions for Employer.

c. Employer, subject to the approval and discretion of the Town Council, agrees to budget for and pay the Employee's travel and subsistence expenses for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

d. Employer, subject to the Town Council's approval and discretion, agrees to budget for and pay the Employee a monthly stipend in the amount of Five Hundred Dollars (\$500.00) to cover travel in his personal vehicle to and from official Town business.

8. **Termination.** Employer may terminate Employee with or without cause. "Cause," for purposes of this Section, means the Employee's death, incapacity, disability (if unable to perform the essential functions of employment with reasonable accommodation), fraud, illegal acts, breach of this Agreement (if the breach continues for thirty days or more after the Employer has sent notice under Section 16 regarding the default and a 30-day cure period), and the like. A termination with cause may be made immediately. For the purpose of this Agreement, a termination occurs when:

a. The majority of the Town Council votes to terminate the Employee at a duly authorized public meeting.

b. If the Springdale Town Code or the Utah Code is amended in a way that substantially changes the role, duties, or responsibilities of the Employee's position, including amendments that substantially change the form of government, and the Employee notifies the Employer in writing within thirty (30) days of the amendment(s) that such amendments constitute termination.

c. If the Employer reduces the Employee's base salary, compensation, or any other financial benefit, the reduction shall be applied at a percentage no greater than the average reduction for all department heads.

d. If the Employee resigns following an offer to accept the resignation, whether formal or informal, by the Employer, as represented by the majority of the Town Council, that the Employee resign, and the Employee declares, in writing, that a termination occurred as of the date of the offer.

9. **Severance for Termination without Cause.** If Employer terminates Employee without cause under Section 8, Employer shall pay Employee, upon termination, any unpaid salary, accrued vacation, and benefits due as of the date of termination, together with salary and benefits for a period of six (6) months beginning on the date of termination. Notwithstanding any provision to the contrary, Employee is not entitled to any severance if (a) Employee is terminated for cause under Section 8 or (b) Employee voluntarily resigns.

10. **Resignation.** The Employee shall provide at least 30 days' written notice before any resignation. On the effective date of any resignation, the Employee will receive

one final installment of salary for the then-current pay period through the effective date of the resignation, together with any unpaid accrued vacation hours up to the maximum allowed in Section 5 above.

11. **Performance Evaluation.** Employer and Employee shall participate in the performance evaluation process established in the current personnel policies and procedures manual.

12. **Status of Employment and Hours of Work.** Employee is an exempt employee and, therefore, does not qualify for or receive overtime compensation or compensatory time off. Employee is an educated and trained professional and, as such, his working hours will vary, consistent with the nature of the Town Manager position. It is understood that the Town Manager must devote a great deal of time outside of normal office hours attending to the business of the Town.

13. **Outside Employment.** Employee agrees to devote his full time and attention and to faithfully discharge his duties as Town Manager during regular work hours. Employer recognizes that Employee may desire to engage in outside employment. If Employee engages in outside employment, he agrees as follows:

a. Employee will not engage in any outside employment activities during regular work hours or use Employer's property or other employees to engage in outside employment activities;

b. Employee will not engage in any outside employment activities in the Town of Springdale;

c. Employee will not use his position as Town Manager to solicit or further his outside employment activities; and

d. Employee will discontinue all outside employment activities if they interfere in any way with his ability to perform his duties and responsibilities as Town Manager.

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

15. **Residency Requirement.** Employee shall maintain their primary residence within thirty (30) miles of the Town limits, as measured by standard driving distance via the most direct publicly accessible route.

16. **Other Terms and Conditions of Employment.** The Employer, only upon Agreement with the Employee, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the Employee's performance, provided such terms and conditions are adopted in writing signed by both parties and are consistent with

the provisions of this Agreement, the Springdale Town Code or Utah Code, and any other applicable law.

17. **Notices.** Notice pursuant to this Agreement shall be given by depositing with the United States Postal Service, postage prepaid, and addressed as follows:

- a. EMPLOYER: Town of Springdale, Utah, 118 Lion Blvd., P.O. Box 187, Springdale, Utah 84767.
- b. EMPLOYEE: Thomas Dansie, 118 Lion Blvd., P.O. Box 187, Springdale, Utah 84767.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as applicable in civil judicial practice. Notice shall be deemed given as of the date of personal service or three (3) business days after deposit of such written notice for delivery by the United States Postal Service.

18. **General Provisions.**

a. *Integration.* This Agreement sets forth the entire understanding between the Employer and the Employee regarding the Employee's employment by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties may amend any provision of this Agreement by mutual written Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

b. *Binding Effect.* This Agreement shall be binding upon the Employer and the Employee, as well as their heirs, assigns, executors, personal representatives, and successors in interest.

c. *Effective Date.* This Agreement shall become effective on the date of signature by the Employer and Employee.

d. *Severability.* The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties after the invalid provision has been expunged or judicially modified.

e. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Utah, and venue for any legal or arbitral proceedings shall be in Washington County, Utah.

f. *Jointly Drafted.* The parties understand and agree that this Agreement is the product of arm's-length negotiation and joint drafting, and, as a result, the Agreement

will not be construed, and no presumption will be argued or deemed to arise, based on who drafted this Agreement.

19. **Dispute Resolution and Attorney's Fees.** If any dispute arises from or relates to this Agreement, the parties shall participate in non-binding mediation before filing any court action or arbitration proceeding based on that dispute. If any party seeks to enforce or protect its rights under this Agreement in any judicial proceeding or arbitration, the prevailing party shall be entitled to receive from the other party payment of the prevailing party's costs and expenses, including reasonable attorneys' fees incurred (whether before or after the commencement of the proceeding), including any and all appeals or petitions therefrom.

TOWN OF SPRINGDALE, UTAH

EMPLOYEE

Mayor Barbara Bruno

Thomas Dansie

Attest:

Robin Romero, Town Clerk