

CITY OF BETHEL

City Council Meeting Agenda, June 5, 2023 – 12:00 PM

Website: <https://www.cityofbethel.org/council>

Location: Council Chambers, City Hall, 300 Chief Eddie Hoffman Highway, Bethel

Council Members: Mayor Rose Henderson, Vice-Mayor Henry Batchelor, Mark Springer, Eric Whitney, Beth Hessler, Sophie Swope, Patrick Snow

Zoom Meeting Link: <https://us06web.zoom.us/j/4888456188?pwd=bkN1dGI4MHpGZ1kwOUVYWU5kd0xhZz09>

Zoom Meeting ID: 488 845 6188

Zoom Meeting Passcode: 13871

Zoom Meeting Conference Line Numbers: 833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5257 US Toll-free

888 475 4499 US Toll-free



1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON**
5. **APPROVAL OF AGENDA**
6. **NEW BUSINESS**
 - 6.1. Provide Offer Of Employment for Interim City Manager (Mayor Henderson)
7. **ADJOURNMENT**

Posted June 2, 2023 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-545-4120

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda. Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.

The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER

This Agreement (Agreement or Contract) is made and entered into this [redacted] day of June, 2023, by and between the City of Bethel, Alaska, a municipal corporation (City) and Alan Lanning, an individual (Temporary Employee).

WHEREAS, the Bethel City Council (Council or City) desires to employ the services of Temporary Employee as Interim City Manager of City;

WHEREAS, Council desires to provide certain benefits, establish certain conditions of employment, and set working conditions for Temporary Employee; and

WHEREAS, Temporary Employee desires to accept employment as Interim City Manager of City.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Temporary Employee agree as follows:

1. TERM

The term of this Agreement shall begin [redacted] June [redacted], 2023 and shall remain effective until [redacted] November 1, 2023, unless otherwise extended or terminated by mutual agreement of the parties.

- 1.1 If a permanent City Manager is hired and working for the City prior to the termination date of this Contract, the City retains the right to terminate this Contract early. In this event, City will pay Temporary Employee a severance of either thirty (30) days of the Contract or the remainder of the Contract term, whichever is shorter.
- 1.2 If Temporary Employee is discharged for cause, the City will not owe Temporary Employee any severance or balance on the remainder of the Contract. Temporary Employee agrees that if he is terminated for cause, he waives his right to have return airfare purchased by the City.
- 1.3 If Temporary Employee resigns or abandons the position prior to completion of the Contract, Temporary Employee agrees to reimburse the City all housing allowances and travel costs advanced to Temporary Employee.

2. SALARY; EMPLOYEE STATUS

- 2.1 City agrees to compensate Temporary Employee in the amount of \$ [redacted] [candidate said 12-15k per month] for services rendered pursuant to this Agreement as total compensation, payable in installments at the same time and manner as other employees of City are compensated. Except as otherwise specified in this Agreement, Temporary Employee acknowledges and agrees that he shall have no rights to any other benefits, including vacation, retirement, health

insurance, utility benefit, or otherwise which accrue to other employees of City, and hereby expressly waives any claim to any such rights or benefits.

- 2.2 Temporary Employee agrees to provide the services to City required pursuant to this Agreement as a temporary employee. Temporary Employee's compensation shall be subject to all required deductions and withholdings as any other temporary employee of City; provided, however, that no deductions or withholdings shall be made for the purpose of contributions to any employment benefits regularly provided to City employees.
- 2.3 Temporary Employee shall serve as the Interim City Manager for the City of Bethel and shall have the authority to discharge those duties and responsibilities set forth in Bethel Municipal Code (BMC), Section 2.08 as well as state and federal laws and regulations.
- 2.4 Temporary Employee shall report directly to the City Council.
- 2.5 The hours of work for this position typically exceed 40 hours per week, and Temporary Employee will be expected to work outside of normal working hours when the needs of the City so require. Temporary Employee may not engage in any outside employment of any nature whatsoever during the term of this Contract.

3. GENERAL EXPENSES

City recognizes that certain reasonable expenses of a non-personal and job-affiliated nature may be incurred by Temporary Employee. City agrees to reimburse Temporary Employee for said expenses upon submission of receipts and approval of the City Finance Department.

- 3.1 The City will provide Temporary Employee with housing and basic utilities (water, sewer, garbage, electricity).
- 3.2 The City will provide Temporary Employee with a City vehicle to use during the term of this Contract. The City shall cover the maintenance and fuel expenses associated with the operation of the vehicle. Temporary Employee will abide by and be subject to the City's vehicle use policy.
- 3.3 The City will provide Temporary Employee with the use of a cell phone for official business during the term of this Contract.
- 3.4 The City will provide Temporary Employee with a reasonably-priced, round-trip coach airfare ticket to and from [REDACTED] to Bethel, Alaska. Such airfare is subject to the terms set out in section 1.3 above.

4. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Council, in consultation with Temporary Employee, shall fix any other such terms and conditions of employment as it may deem necessary from time to time relating to the performance of Temporary Employee, provided such terms and conditions are not inconsistent with or in conflict with City Code or any other applicable law.

5. NOTICES

Notices pursuant to this Agreement shall be given by first class mail, addressed as follows:

To the City:
City of Bethel
P.O. Box 1388
Bethel, AK 99559

To the Temporary Employee:

Alternatively, notice required pursuant to this Agreement may be personally served upon Temporary Employee or the City Clerk. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Courtesy copies of notices may be provided by email to : [REDACTED] for Temporary Employee and _____ for the City.

6. GENERAL PROVISIONS

- 6.1 The text herein shall constitute the entire agreement between the parties.
- 6.2 Temporary Employee shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of City.
- 6.3 Temporary Employee agrees that all documents and writings of any type produced in the performance of this Agreement shall be the sole property of City, including all rights therein of whatever kind and whether arising from common or civil law or equity. Upon termination of this Agreement for any reason, or upon expiration of this Agreement, all such documents and writings produced in the performance of this Agreement shall be transferred to and become the property of City upon its request without additional compensation.
- 6.4 If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- 6.5 This Agreement shall be governed by the laws of the State of Alaska and the City of Bethel and any litigation brought shall be in Bethel, Alaska. Employee expressly waives any rights he might otherwise have as provided in Alaska Rules of Civil Procedure to remove any action from Bethel, Alaska.
- 6.6 No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both City and Temporary Employee.
- 6.7 This Agreement may be signed in counterparts or duplicate copies and any signed counterparts of duplicate copy shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed by the Mayor on behalf of City and duly attested by the City Clerk, and Temporary Employee has signed and

executed this Agreement, both in duplicate, the day and year first above written.

TEMPORARY EMPLOYEE

CITY MAYOR