

CITY OF BETHEL

City Council Meeting Agenda, September 18, 2020 – 6:30 PM

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

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

Council Members: Mayor Perry Barr, Vice-Mayor Haley Hanson, Alyssa Leary, Mark Springer, Cece Franko, Michelle DeWitt, Hugh Dymont



ALL PUBLIC MEETINGS OF THE CITY OF BETHEL WILL BE HELD VIRTUALLY.

Join Zoom Meeting

<https://zoom.us/j/4888456188?pwd=bkN1dGI4MHpGZ1kwOUVYWU5kd0xhZz09>

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+1 646 558 8656 US (New York)
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833 548 0282 US Toll-free
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Meeting ID: 488 845 6188

Passcode: 13871

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. UNFINISHED BUSINESS

7. NEW BUSINESS

- 7.1. Review Interim City Manager Applications and Schedule Interviews (Mayor Barr)
- 7.2. Interim City Manager Conditional Offer (Acting City Manager Strickler)

8. EXECUTIVE SESSION

Posted September 16, 2020 at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-543-1384

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

- 8.1. AS 44.62.310 (C) (2) Subjects That Tend To Prejudice The Reputation And Character Of Any Person
- Interim City Manager Review and Employment Agreement Development (Note, All Interim City
Manager Candidates May be Discussed During the Executive Session)(Acting City Manager
Strickler)

9. ADJOURNMENT

Posted September 16, 2020 at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. City Clerk

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CITY OF BETHEL

INTERIM CITY MANAGER NEGOTIATED AGREEMENT

This Employment Agreement (Agreement) is entered into this ____ day of September 2020, by and between the City of Bethel, Alaska, a municipal corporation, hereinafter referred to as "City" and _____, an individual, hereinafter referred to as "Employee or Interim City Manager." Under this Agreement, the City offers, and Employee accepts, employment as Interim City Manager of the City as a provisional appointment in accordance with BMC 3.16.030.

Section 1 Duties

- A. City hereby agrees to employ _____ as Interim City Manager of the City, effective _____, 2020, to perform the functions, powers, and duties specified in AS 29.20.500 and Bethel Municipal Code as well as other legally permissible and proper duties and functions as the Council shall from time to time assign.
- B. Employee is the Chief Administrative Officer of the City and shall faithfully perform the duties as prescribed in the job description and as set forth in the City's ordinances and as may lawfully be assigned by the Council and shall comply with all lawful governing body directives, state and federal law, City policies, rules, and ordinances as they exist or may hereafter be amended.
- C. Direct, assign, reassign, and evaluate all of the Department Directors of the City consistent with policies and procedures, ordinances, state and federal law.
- D. Provide for management, development, and training, and develop leadership qualities as necessary to ensure the highest standards of managerial practices throughout the organization.
- E. Enforce policies that organize, reorganize and arrange the staff of the City and that develop and establish internal regulations, rules, and procedures that are deemed necessary for the efficient and effective operation of the City consistent with lawful directives, policies, ordinances, and state and federal law.
- F. Evaluate administrative practices that may result in greater operational effectiveness or economy in City government, and develop and recommend to the City Council long range plans to improve City operations and prepare for the City's growth and development.
- G. Prepare and present a timely annual budget to the City Council and ensure audits are completed in accordance with City, state and federal laws and standards.

Perform the duties of City Manager of the City of Bethel with reasonable care, diligence, skill and expertise. Attend, all meetings of the City Council and upon request attend the City's Board and Commissions meetings.

The Employee shall act in the City's best interest at all times and perform Employee's duties in a competent and professional manner.

Section 2 Term

- A. Employee shall serve at the pleasure of the City Council and is an at-will employee of the City. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of the Employee at any time with or without cause, subject only to the provisions set forth in Section 7 of this Agreement. The City shall comply with the City's insurance policy endorsement regarding any termination.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the position of Interim City Manager, subject only to those provisions set forth in Section 7 Agreement.

Section 3 Salary and Benefits

- A. Compensation. City agrees to compensate Employee an annual base salary of \$_____ payable in installments at the same time that the other management employees of the City are paid. Employee's base salary shall be increased annually between zero (0) and three (3%) percent, dependent on the City's financial situation and at the discretion of the Council upon a very good performance evaluation.
- B. Health and Medical Benefits Insurance. Employee may participate in the City employee's Life Insurance group coverage plan, Accidental Death & Dismemberment, Short Term, Long Term Disability, Dental, Vision and Health Insurance program equal to that which is provided to all other management employees.
- C. Pension. The Employee may be enrolled in the Alaska Public Employees Retirement System (PERS) at a rate equal to that which is provided for all other employees of the City.
- D. Utility Benefit. Employee shall have the opportunity to participate in the City Utility Services Benefit for the same monthly fee as paid by all other City management employees.
- E. Personal Time Off (PTO). Upon Employment, the Employee will begin with 80 hours of PTO with the City. PTO shall accrue at the rate of 20 hours per month of service. PTO can be accumulated up to a maximum accrual of three hundred fifty (350) hours. Employee shall use a minimum of One Hundred Sixty (160) hours per year. PTO should be requested two (2) weeks in advance. The City does not recognize or endorse "comp time." Unscheduled PTO

shall be utilized only for the illness of the Employee or illness in the Employee's immediate family. Should the Employee be absent for more than three (3) consecutive working days, the Employee shall be required to provide a physician's certificate to the Mayor. PTO is a benefit with no cash value. PTO may not be cashed-in, borrowed against, or withdrawn at any time during or following employment.

- F. Jury Duty. In accordance to BMC 3.60.070 Court Leave, as amended.
- G. Holidays. All holidays recognized by the Employer shall be granted to the Employee. It is understood that from time to time, Employee's duties may require him/her to work on such holidays at no additional compensation.
- H. Family Medical Leave. Employee may become eligible for family medical leave pursuant to federal and state law. Upon eligibility, Employee shall have all the rights and protections of the Family Medical Leave Act as any other regular full-time employee of the City.
- I. Workers' Compensation. Should the Employee become injured on the job, he/she will be entitled to compensation benefits as provided by Alaska's Workers' Compensation Act.
- J. Administrative Leave. The Employee may be granted administrative leave with pay by a majority vote of the Council for reason's specified, including attendance at professional conferences.
- K. Emergency Leave. The City agrees to grant the Employee up to forty (40) hours of leave for the death or serious illness of an immediate family member. For purposes of this type of leave, Employee's immediate family member includes the Employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, or grandchild.
- L. Cell Phone. The Employee will be provided a cell phone for use in the performance of his or her duties. While some personal calls may occur, the cell phone is issued for City purposes and any information gathered or stored on the cell phone is subject to public disclosure. The Employee is responsible for any charges in excess of the basic monthly service fee.
- M. Relocation Bonus. The City agrees to pay Employee relocation expenses in an amount equal to \$_____ (subject to any applicable tax and other required withholdings) on the first regular payroll date following the Effective Date of hire, to cover Employee's relocation-related expenses.

Section 4 Hours and Days of Work

The Employee's position requires the exercise of independent judgment on the part of the Employee and requires periods of extended work to exceed the normal office hours, work day, and work week established by the Employer. The Employee will be available during regular business hours. Employee will be expected to work whatever hours are needed based upon the demands of the job. Employee is exempt from the overtime provisions of the Fair Labor and

Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Employee. Any time worked in excess of the normal hours in a day or week is not compensated or credited in any manner by the Employer.

Section 5 Performance Evaluation

Employee shall be evaluated, in writing, by the Council within six (6) months of commencing employment and then annually thereafter on or about the anniversary date of hire.

Section 6 Outside Employment

Outside employment and business pursuits are prohibited unless first authorized by Council. Any outside employment or business pursuits other than those authorized by Council must occur while Employee is on leave and must occur outside the regular business hours of the City. Notwithstanding the foregoing or any authorization by Council, the Employee is required to perform the duties of the Employee when the interests of the City require, without regard to regular work hours or days or the competing needs of the Employee's outside employment or business pursuits.

Before employee may serve as a paid officer, director, or advisor for any company (whether or not for profit), the City must determine that employee's accepting such a role is in the best interests of the City. Such determinations will be made by the Council. Any issues regarding prospective outside employment should be resolved prior to Employee accepting such employment.

Section 8 Notices

Notices shall be either hand delivered or sent by mail to the following:

EMPLOYER – CITY OF BETHEL
Attn: Mayor
PO Box 1388
Bethel AK 99559

EMPLOYEE –
[CONTACT]

Section 9 General Provisions

- A. The text herein shall constitute the entire agreement between both parties.
- B. Any modification or amendment of this Agreement shall be enforceable only if approved by a majority vote of the Council in a duly convened public session and if transcribed to a written document signed by both parties.

- C. Employee shall not assign any interest in this Agreement, and shall not transfer any interest in the Agreement without the prior written consent of City.
- D. 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.
- E. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every provision hereof.
- F. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.
- G. The Council, in consultation with 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 Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other applicable state or federal law.
- H. 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 or she might otherwise have as provided in Alaska Rules of Civil Procedure to remove any action from Bethel, Alaska.

Section 10 Bonding

The City shall bear full costs of any fidelity or other bonds required for the Employee under any law or ordinance.

Section 11 Indemnification

In accordance with Bethel Municipal Code 2.48 as amended.

EMPLOYEE

CITY OF BETHEL

, Employee

Perry Barr, Mayor

Dated

Dated