



Homer City Hall
491 E. Pioneer Avenue
Homer, Alaska 99603
www.cityofhomer-ak.gov

City of Homer Agenda

**City Council Committee of the Whole
Monday, March 09, 2020 at 5:00 PM
City Hall Cowles Council Chambers**

CALL TO ORDER, 5:00 P.M.

AGENDA APPROVAL (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg. 6)

CONSENT AGENDA

REGULAR MEETING AGENDA

DISCUSSION TOPIC(S)

- [a.](#) Resolution 20-023, A Resolution of the Homer City Council Issuing a Request for Proposals for a Lobbyist to Represent the City at the State Capital. Smith.
- [b.](#) Memorandum 20-035 from City Manager Re: City Manager Transition

COMMENTS OF THE AUDIENCE

ADJOURNMENT NO LATER THAN 5:50 P.M.

Next Regular Meeting is Monday, March 23, 2020 at 6:00 p.m., Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

**CITY OF HOMER
HOMER, ALASKA**

Smith

RESOLUTION 20-023

A RESOLUTION OF THE HOMER CITY COUNCIL ISSUING A
REQUEST FOR PROPOSALS FOR A LOBBYIST TO REPRESENT THE
CITY AT THE STATE CAPITAL.

WHEREAS, The role of the lobbyist will be to advocate for capital projects and
legislation on behalf of the City of Homer; and

WHEREAS, In the past the City contracted with a lobbying firm to further its legislative
agenda and secure state funding; and

WHEREAS, Given the positive momentum behind the Large Vessel Harbor project, the
City will benefit from contracting with an experienced and qualified professional to lobby for
its interests at the State Capitol and assist in navigating this multifaceted, multiyear project
with state, federal and local partners; and

WHEREAS, Following direction from the previous contract issued by the City, any
associated costs will be split between the General Fund and the Enterprise fund; and

WHEREAS, The Mayor will appoint a committee consisting of two Council members and
the Port and Harbor Director to review the proposals.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby authorizes the
City Manager to issue a Request for Proposal for a state lobbyist to represent the City.

PASSED AND ADOPTED by the Homer City Council this ___ day of _____, 2020.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: Advertising and staff time



City of Homer

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Memorandum 20-035

TO: Mayor Castner and Homer City Council
FROM: Katie Koester, City Manager
DATE: March 4, 2020
SUBJECT: City Manager Transition

Negotiations are moving along with City Manager candidate Robertson and he has indicated he will be able to start by June 1. Nevertheless, my final date is April 10 and Council will need to provide direction on how you would like to fill the administrative gap. You have a couple of options, discussed below.

1. Council could appoint a staff member to fill the role. For example, City Planner Abboud currently fills the role of Acting City Manager.

-Pros to this option is staff is already familiar with the routine operations of the City, including the personalities. I could bring staff into conversations and work I am currently doing to keep the ball rolling once I leave.

-Cons include the difficulty in juggling the work load. All City departments are fully tasked and it is hard to imagine how a department head could walk away from a department for 2 months and have their daily tasks absorbed efficiently. For example, in the case of the Planning Department, work would slow down on Planning Commission work items such as the medical district, and codifying edits to the design manual. The processing of permits and CUP could also take longer than it does now, though still within limits set by code.

2. Hire an Interim Manager. If you recall, in the original scheduling memo, if hiring was not success I proposed April 3rd as my end date. If Council brought an interim in the first week of April, they would be here two months. I have reached out to Marvin Yoder, the interim manager who served before I was hired, and he expressed he could be available and was interested.

-Pros to this option include being able to bring someone on and have a degree of overlap in preparation for the April 13th Council meeting. Someone dedicated solely to the position (versus juggling other responsibilities) would allow more time and attention to be focused on Council initiatives. A person from the outside could be fairly candid with staff and Council, which could be helpful. A 2 month time frame may be long enough for a couple of initiatives to be brought to fruition.

-Cons to this option are the unfamiliarity with the community, staff, Council and way things are done in Homer an interim manager would have. The City would be in

somewhat of a holding pattern. There is a cost to this options, but two months of salary is a small piece of the overall picture.

Recommendation: Discuss options of appointing an acting manager in house or hiring an interim manager and give the City Manager direction for Council action at the next meeting.

Enc:

Interim Manager list from Alaska Municipal League

Resolution approving contract for last interim manager and copy of contract



Interim Municipal Managers

This page contains contact information only. AML neither endorses nor supports any person listed on this page.

Name	E-mail	Phone	Fax	Cell
Pete Hallgren	phallgren@fastimap.com	(907) 895-5532	(907) 895-4375	(907) 388-3770
Darrell Maple	sdkmaple@mind.net	(541) 702-2190	N/A	(541) 261-3764
Ed Pefferman	edpeff75@gmail.com	(425) 495-3304	N/A	N/A
John Holst	holstj@gci.net	(907) 738-7935	N/A	N/A
Marvin Yoder	marviny59@gmail.com			(907) 227-7158
Leonard G. Jones	jones99654@gmail.com	(907) 373-2027	(907) 373-2027	(907) 360-3233
Greg Smith	gregoir.smith@gmail.com	(503) 936-0901		
Richard Underkofler	runderkofler76@comcast.net	(312) 550-4478	N/A	(312) 550-4478
Dave Palmer	drpochoa@gmail.com	(360) 588-4424	N/A	(775) 848-3974
Bruce R. Jones	bj3820@gmail.com	(907) 772-3649	907-772-3645	(907) 518-1688
Thomas K. Bolen	tkbones@rocketmail.com	(907) 334-8051	N/A	(907) 830-8829
Donald L. Moore	managermoore@gmail.com	(907) 841-0038		
Roger Jenkins	rjenkins@gci.net	(907) 248-4234	(907) 248-4234	(907) 444-9243

Howard R. Davis	hcdavis@milwpc.com	(920) 668-8738	(920) 668-6988
Shawn Phillips	shawn.m.phillips@aol.com	(907) 227-2004	(907) 227-2004
Gene Green	green_gene@ymail.com	(503) 881-7308	(503) 881-7308
Mark Lynch	marklynch.ak@gmail.com	(309) 573-1316	
Jaylene Wheeler	jzwheeler@hotmail.com	(907) 538-9222	

Upcoming Conferences

Winter Legislative Conference

Juneau, Alaska
February 18-20, 2020

Summer Legislative Conference

Fairbanks North Star Borough
August 11-13, 2020

Featured Associate Member

Landye Bennett Blumstein LLP

Matt Mead
701 West 8th Avenue, Suite 1200
Anchorage, AK 99501
(907) 276-8433
[Email »](#)
[Website »](#)

Contact Details

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One Sealaska Plaza, Suite 200
Juneau, AK 99801
Phone: (907) 586-1325
Monday - Friday
8:00am - 4:30pm

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**CITY OF HOMER
HOMER, ALASKA**

Mayor

RESOLUTION 15-001

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
RATIFYING AND CONFIRMING THE APPOINTMENT OF AN INTERIM
CITY MANAGER, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Walt Wrede's term of employment as City Manager ended on December 31, 2014; and

WHEREAS, The Council by Resolution 14-117 authorized the City Manager Selection Committee ("Committee") to hire an Interim City Manager to succeed Mr. Wrede for a term of up to six months while the Committee selects a permanent replacement; and

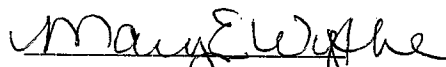
WHEREAS, The Committee has offered the position of Interim City Manager to Marvin Yoder, and Mr. Yoder has accepted the position on the terms stated in the Employment Agreement ("Agreement") that now is before this meeting; and

WHEREAS, It is in the best interest of the City that the Council ratify and confirm the Committee's appointment of Mr. Yoder as Interim City Manager and the terms of his employment in the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby ratifies and confirms in all respects the City Manager Selection Committee's appointment of Marvin Yoder as Interim City Manager effective January 1, 2015, and the terms of the Employment Agreement between the City and Mr. Yoder that now is before this meeting, and in addition ratifies and confirms in all respects all official acts taken by Mr. Yoder in the capacity of Interim City Manager from January 1, 2015 through the effective date of this resolution.

PASSED AND ADOPTED by the Homer City Council on this 12th day of January, 2015.

CITY OF HOMER


MARY E. WYTHE, MAYOR

ATTEST:


JO JOHNSON, MMC, CITY CLERK

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement"), dated as of January 1, 2015 ("Effective Date"), is between the City of Homer, Alaska ("City") and Marvin Yoder ("Interim Manager").

RECITALS

WHEREAS, the City wishes to employ Marvin Yoder as Interim City Manager and Marvin Yoder has agreed to serve the City in the capacity of Interim City Manager, on the terms and conditions herein set forth,

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth in this Agreement, the City and Interim Manager agree as follows:

Section 1. Duties of Interim Manager.

Interim Manager shall be employed by City as, and hold the title of, "Interim City Manager" of the City of Homer. Interim Manager shall serve at the pleasure of, and report directly to, the Homer City Council ("Council"). Interim Manager shall perform all duties and discharge all responsibilities of that position as prescribed by the laws of the State of Alaska and the Homer City Code, all as may be amended from time to time, and as established by the Council from time to time. Interim Manager shall maintain residency in the City of Homer during the entire term of this Agreement.

Section 2. Compensation of Interim Manager.

A. Salary. Interim Manager shall receive a monthly salary of \$9,273.00 payable in regular installments at the time other City employees are paid, or as otherwise agreed upon between the parties in writing. All compensation paid to Interim Manager shall be subject to required employment deductions, taxes, and contributions.

B. Benefits. Interim Manager voluntarily requested to be excluded from the Alaska Public Employees Retirement System (PERS) during the term of this Agreement, as Mr. Yoder is already receiving a retirement benefit from PERS. Interim Manager has additionally requested to be excluded from group medical and dental insurance coverage provided to the employees of City.

C. Leave. Interim Manager shall accrue combined sick and annual leave at the rate of 9.23 hours per per pay period. Leave may be used as it accrues. Interim Manager shall keep the Council apprised of planned absences; and leave exceeding five consecutive days in duration must be approved by the Council. Upon employment separation, including expiration of this Agreement, Interim Manager shall receive payment for all accrued, unused leave, at Interim Manager's current rate of pay. Payment of accrued unused leave shall be subject to all deductions, taxes and contributions required by law.

D. Travel, Meetings, and Professional Development. Interim Manager shall receive allowance for travel, out-of-town meetings or professional development expenses as may be approved by the Council from time to time.

Section 3. Term And Termination.

A. **Term.** The term of Interim Manager's employment under this Agreement shall begin on the Effective Date, and unless sooner terminated as provided herein, expire six (6) months from such date.

B. **Termination.** Interim Manager's employment under this Agreement is terminable at will and at any time by City, without any notice of any kind whatsoever, with or without cause, it being expressly and explicitly understood and agreed by Interim Manager that he holds the position of Interim City Manager and serves as Interim City Manager at the will of the Council. Interim Manager acknowledges that any action by the Council in connection with terminating Interim Manager's employment under this Agreement is not subject to any administrative or grievance procedure, and Interim Manager hereby waives the benefit of any right to notice, pre- or post- termination hearing or any other procedure that may now or hereafter apply to any such action by the Council or be available to other City employees. Interim Manager shall provide City with written notice of his resignation no less than sixty (60) days prior to the effective date of his resignation or prior to termination of this Agreement. If Interim Manager resigns without providing such notice, then Interim Manager shall forfeit all benefits which Interim Manager otherwise would have been entitled to receive upon resignation under this Agreement, including payment of unused accrued leave.

Section 4. Other Employment.

It is recognized that Interim Manager must devote a great deal of time outside normal office hours to business of the City. Normal work hours in a regular workweek hereunder shall be construed to mean Monday through Friday, an 8-hour period between 7:00 a.m. and 6:00 p.m. Interim Manager shall not take nor undertake employment with any other person, entity or business, without prior approval of the City Council.

Section 5. Indemnification by City.

The City shall indemnify, hold harmless and defend Interim Manager against all claims and liability which may result from any claim, action or suit by person based upon alleged injury to or death of a person or alleged loss of or damage to property that may occur or that may be alleged to have been caused by Interim Manager in the course of performance of his official duties during the duration of his employment with City under this Agreement, *provided, however,* that City shall not be obliged to indemnify, hold harmless or defend Interim Manager against any such claim that was caused by Interim Manager while acting outside the course of performing his official duties, or from any false, deceptive, dishonest or criminal act or omission under the laws and regulations of the United States of America, the State of Alaska and/or any political subdivision thereof.

Section 6. General Provisions.

Any controversy or claim arising out of or related to this Agreement or the breach thereof shall be governed by the laws of the State of Alaska, and the City of Homer, Alaska, and the

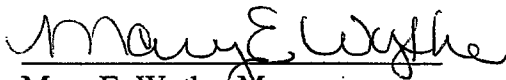
venue for any legal proceedings thereon shall be the Superior Court for the State of Alaska, Third Judicial District, at Homer, Alaska.

This Agreement supersedes all prior oral or written agreements, if any, between Interim Manager and City, and constitutes the entire agreement between Interim Manager and City and approved by the Council.

IN WITNESS WHEREOF the City of Homer has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and Marvin Yoder has signed and executed this Agreement for and on behalf of himself, both in duplicate, as of the day and year first above written.

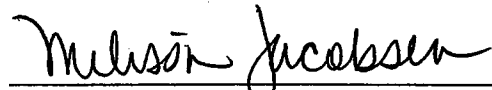
CITY OF HOMER

INTERIM MANAGER


Mary E. Wythe, Mayor


Marvin Yoder

ATTEST


Melissa Jacobsen, Acting City Clerk

