



**City of Saxman
City Council Special Meeting
April 07, 2025
5:00 PM**

AGENDA

Call to Order

Prayer

Roll Call/Quorum

Public Comments

Public Comments

New Business

New Business

1. Background: Council to review and adopt
2. Background: Council to review and approve the City Administrator Contract
3. Background: Cape Tours has expressed interest in securing a year-round parking agreement with the City of Saxman.

Council/Mayor Comments

Adjournment

City of Saxman
Ordinance #23-04

Item 1.

Fiscal Year 2025 Budget

AN ORDINANCE OF THE CITY OF SAXMAN, ALASKA MAKING APPROPRIATIONS FOR FISCAL YEAR 2025, BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025, BY PROVIDING FOR THE ESTABLISHMENT AND ADOPTION OF A LINE-ITEM BUDGET AND DESIGNATING AN EFFECTIVE DATE.

Be it enacted by the City of Saxman as follows:

SECTION 1. CLASSIFICATION: This is a non-code ordinance.

Section 2. GENERAL PROVISIONS: The budget documents attached provide for the authorized revenues and expenditures and the change in cash balances as a part of the budget for the period July 1, 2024, through June 30, 2025, as a matter of public record.

Section 3. AUTHORIZATION AND APPROPRIATION: Upon receipt of the revenues listed in the budget documents included in this ordinance, appropriation and expenditures in the amounts indicated are made and authorized for the period July 1, 2024, through June 30, 2025. The Mayor is hereby authorized to draft and execute such documents as may be necessary to provide for the transfer of revenues to the budgets for which revenues have been allocated consistent with this approved fiscal year 2025 approved budget. The Mayor may transfer from one authorized appropriation to another any amount which would not exceed 10% of the annual allocation of that line-item category or \$10,000.00 whichever is less. Larger modifications to the line-item budget may be made only by resolution of the City Council.

Section 4. APPROPRIATIONS: The appropriation of \$2,001,471.00 is authorized as follows:

GENERAL FUND BUDGET	\$ 1,443,231.40
WATER/SEWER FUND BUDGET	\$ 396,605.00
SAXMAN SEAPORT BUDGET	\$ 132,771.00
ARPA	\$ 28,864.00
TOTAL	<u>\$ 2,001,471.00</u>

Section 5. EFFECTIVE DATE: This ordinance shall become effective upon the date this ordinance is adopted.

INTRODUCTION / 1ST READING:	03/13/2025
2nd READING/PUBLIC HEARING:	04/07/2025
ADOPTION:	04/07/2025

Frank H. Seludo, Mayor

ATTEST: Ginger McCormick, City Clerk

City of Saxman
Job Description
City Administrator

Item 2.

SUMMARY:

Under the administration direction of the City Council, with direct supervision by the Mayor, the City Administrator shall be responsible for the efficient administration of all the affairs of the City. The City Administrator shall plan, direct, and coordinate through staff, the various services and activities as determined by the City Council in accordance with the city ordinance. Establish marketing and develop business opportunities for Totem Park. Provided, however, that if the City Administrator is a sitting elected official, Mayor or Council Member, the administrator shall abstain from any employment or votes including supervision of the City Administrator. Additionally, should the City Administrator also be serving as Mayor, the approval of job descriptions and other tasks requiring mayoral separate from the City Administrator, that approval shall be performed by the Vice-Mayor. Further, in such case the City Administrator shall keep the Vice-Mayor informed concerning all matters which require mayoral approval.

1. Human Resources

- a. With Mayoral approval, establish job descriptions
- b. Deliver employee evaluations on a yearly basis
- c. Manage CPI and Merit increases per budget
- d. Establish performance improvement plans
- e. Promote, demote, discipline and discharge employees as appropriate
- f. Ensure all federal employee forms are completed and filed
- g. Follow up with employee grievances
- h. Ensure all state and federal equal opportunities laws are complied with
- i. Ensure all human rights requirements are complied with
- j. Keep employee information confidential
- k. Provide for mentoring and leadership

2. Business Development

- a. Establish a marketing plan for Totem Park and the City's rental business
- b. Provide for the improvement and maintenance of Totem Park
- c. Establish and monitor key performance indicators for tourism
- d. Promote the City's rental business
- e. Continually look for and develop revenue sources
- f. Represent the City in revenue contract negotiations

3. Manage the City's finances

- a. Inform the City Council of yearly budgetary needs

City of Saxman
Job Description
City Administrator

Item 2.

- b. Insure the City's money is spent according to budget and in a fiscally responsible manner
 - c. Draft and revise as directed by Mayor/City Council a proposed annual budget and salary plan for the City
 - d. Provide for the preparation of a monthly review of the city's financial and fund status
 - e. Ensure accounts receivable are collected in a timely manner according to best practices
 - f. Ensure that maintenance funds for utilities and buildings are properly funded
4. Manage City Utilities
- a. Ensure all RUBA and DCRA requirements are met
 - b. Work with ANTHC to maintain the city infrastructure
 - c. Hire and manage a water treatment plant operator as required by DCRA
 - d. Ensure all required water tests are completed and the results stored on site
 - e. Ensure the city earns maximum scores on the DEC best practice scores
 - f. Anticipate utility maintenance and prepare for funding
 - g. Ensure regular deposits in the utility maintenance fund
5. Manage City Ordinances
- a. Follow and apply city ordinances
 - b. Identify ordinances that need revising
 - c. Ensure new ordinances are codified per establish procedure
6. Manage Grants
- a. Provide for the procurement of new grants
 - b. Ensure the appropriate administration of awarded grants
 - c. Communicate with the City Council on the status of new grants and awarded grants
7. Positively represent the City of Saxman
- a. Uphold agency values, mission and vision statement
 - b. Follow agency policies and procedures
 - c. Create policies and procedures as needed
 - d. Communicate positively and clearly with the City Council, Mayor and subordinates
 - e. Meet established time lines and deadlines
 - f. Maximize and responsibly utilize agency and community resources
 - g. Complete duties assigned by Mayor and/or City Council

City of Saxman
Job Description
City Administrator

Item 2.

QUALIFICATIONS:

- Highly organized team player who is positive and professional
- High school diploma or GED, advanced education and/or certifications preferred
- Strong computer skills including use of standard Office programs, accounting software, maintaining databases and navigating websites and online media
- Able to read, write and verbally communicate effectively
- Ability to pass criminal/registry background checks
- Ability to pass and maintain required training
- Previous management experience necessary

PHYSICAL DEMANDS:

- Duties require the employee to walk, stand and sit for various amounts of time
- Will be required to move or lift 50 pounds in an incidental basis
- Will be required to climb, balance, stoop, kneel, crouch or crawl

I have presented the employee with the job description as expectation and the employee has had opportunity to read and ask any clarifying questions.

Employee Signature

Date

I have read and understand the position description as written.

Employee Signature Date

Date

Introduced by: _____
 Drafted by: City Attorney
 Introduced on: _____
 Public Hearing Date: _____
 Adopted on: _____

**CITY OF SAXMAN
 ORDINANCE NO. FY202__ - __**

AN ORDINANCE OF THE CITY COUNCIL OF SAXMAN AMENDING

WHEREAS, The Saxman City Council recognizes that the Alaska Statutes and City of Saxman Code permit the City Council to employ the Mayor as the City Administrator; and

WHEREAS, The Saxman City Code currently provides for compensation of the Mayor when the Mayor serves temporarily as acting City Administrator in the absence of a contracted administrator; and

WHEREAS, The Saxman City Council desires to clarify the terms for compensation of the Mayor if a person who is the sitting Mayor is employed under a contract as the regular City Administrator and not just in an acting temporary administrator capacity; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SAXMAN THAT:

Section 1: This ordinance is of a general and permanent nature and shall become a part of the City of Saxman Municipal Code of Ordinances.

Section 2: City of Saxman Municipal Code Section 2.10.030 is amended to read as follows:

City of Saxman Municipal Code Section 2.10.030 Compensation of Mayor.

The Mayor will receive a stipend of \$650.00 per month for their service as Mayor. The Mayor's salary may change during a term if a City Administrator is not on staff. If there is no City Administrator the Mayor's salary will increase to \$1,950 (monthly Mayor stipend of \$650.00 and \$1,300 increase in absence of an Administrator) in the calendar month following the absence of an Administrator, until such time that an Administrator is hired. Once an Administrator is hired the Mayor's salary will return to \$650.00 in the calendar month following the appointment. In the event the Mayor is not able to actively serve, this salary shall be paid to the Vice Mayor or designee serving as the acting Mayor.

If the City of Saxman Council chooses to employ a person who is a sitting Mayor as the regular City Administrator, the Mayor shall continue to receive the meeting compensation as provided in Saxman Municipal Code 2.05.050, but will not receive a separate mayoral stipend. Any regular stipend under this section will be included in the total compensation for service as the regular contracted City Administrator which shall be determined by contract.

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Effective Date: This ordinance takes effect upon adoption.

ADOPTED BY THE CITY COUNCIL OF SAXMAN
THIS _____ DAY OF _____, 2025.

CITY OF SAXMAN

ATTEST:

Name, Title

Name, Title

VOTES:

Ayes:

Notes:

DRAFT
EMPLOYMENT CONTRACT
CONTRACT NO. _____

THIS EMPLOYMENT CONTRACT (herein, **Agreement**) is made and entered into this _____ day of _____ 2025, between the City of Saxman (hereinafter **Saxman**) and Frank Seludo (hereinafter **Administrator**).

WHEREAS Saxman wishes to employ the services of Frank Seludo, as Administrator of the City of Saxman; and

WHEREAS Saxman and Administrator desire to provide for certain procedures, benefits, and requirements regarding the employment of Administrator by Saxman; and

WHEREAS Administrator wishes to accept employment as Administrator of said Saxman; and

NOW, THEREFORE, Saxman and Administrator agree to the following terms and conditions:

Section 1: Duties and Nature of Employment.

A. Saxman hereby agrees to employ Administrator, and Administrator agrees to be employed by Saxman, in the position of City Administrator. Administrator is an at-will employee who serves at the pleasure of the Saxman City Council. Administrator, as a managerial employee of Saxman, is entitled to all fringe benefits provided to any other Saxman employees. Administrator is not entitled to receive overtime compensation.

B. Administrator shall perform all duties and functions assigned to Administrator by law, and such other legally permissible and proper duties and functions as the Saxman City Council shall from time to time prescribe.

Section 2: Contract Term and Notice Requirements.

While this is an at-will employment contract, both parties anticipate that it shall be in effect for one (1) years, **April 1, 2025** through March 31, **2026**. The Saxman City Council may elect to extend the contract for one year at the end of the contract period with 90 days' notice. The Saxman City Council may terminate the contract at any time.

Section 3: Salary and Benefits.

A. Saxman agrees to pay Administrator for his services, payable in installments at the same time as other employees of Saxman, at the initial rate of _____ thousand dollars (\$_____,000.00) annually.

- B. Administrator's performance shall be reviewed at least annually by the Saxman City Council.
- C. Annual leave, sick leave, health insurance, life insurance, disability insurance, workers' compensation insurance, jury duty, holidays, and contributions to the Alaska Public Employees Retirement System will be provided to Administrator in accordance with the Saxman Personnel Manual, as provided for all Saxman employees.
- D. Except to the extent specifically referenced in this Agreement, provisions of the Saxman Personnel Manual are not applicable to Administrator's personnel status as a Saxman employee.

Section 4: Separation of Employment and Severance Pay.

- A. The Saxman Assembly may terminate Administrator at any time, for any reason or for no reason, by delivering to Administrator written notice of termination. In the event of termination, Administrator shall be compensated for all accrued annual leave.
- B. Administrator may voluntarily resign his employment as Saxman Administrator at any time, for any reason or for no reason, by delivering to the Saxman City Council notice of resignation at least sixty (60) days prior to the effective date of resignation, unless the parties agree otherwise.
- C. Administrator's employment is not contingent on Administrator being the elected Mayor. Should Administrator resign or be terminated by the City Council at a time when the Administrator is an elected official, the termination as Administrator shall not affect his term as an elected official of the City of Saxman.

Section 5: Conditions of Employment.

Administrator shall receive the salary and benefits, and shall work under the terms and conditions, specified in this document during the term of this Agreement with a ninety (90) day notice by either party to renew or not renew by mutual consent after that time.

Section 6: Dues and Subscriptions.

Saxman hereby agrees to pay for membership to the Alaska Municipal Administrators Association (AMMA) and the Alaska Municipal League (AML). Saxman will pay for dues and all expenses for one (1) civic group upon mutual agreement of said civic group.

Section 7: Professional Development.

- A. Saxman will budget and pay for attendance at the AML annual conference including travel and hotel costs. Reimbursement for normal expenses associated with attendance (meals) will also be paid.
- B. Administrator, while traveling out of town on official business, will be reimbursed for reasonable expenses by Saxman. Saxman will provide for and/or reimburse Administrator for transportation costs and other costs incidental to such travel, and of a normal and necessary

nature. Such expenses would include hotel rooms, auto rental, taxi fare, etc. This section applies to short courses, institutes, and seminars that are necessary for professional development and for the good of Saxman, as budgeted by the Saxman City Council along with all other Saxman related travel.

Section 8: Indemnification.

A. Saxman agrees to defend, save and hold harmless, and indemnify Administrator against any tort claim, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission by Administrator arising out of the course and scope of his employment; provided, however, that the aforementioned obligation of Saxman shall not extend to claims based on the following acts of misconduct:

1. A willful breach, disregard, or gross neglect of duties requested of Administrator by the Saxman City Council formally communicated to Administrator or required to be performed by Administrator hereunder or under the ordinances of Saxman and the laws of the United States of America and the State of Alaska;

2. Any conduct of Administrator bringing public embarrassment or ridicule to Saxman; or,

3. Any conduct of Administrator involving a conviction for any act of moral turpitude or illegality defined as any felony involving moral turpitude or a crime, which reflects dishonesty.

B. Saxman will defend, compromise, or settle any such claim or suit and pay the amount of settlement or judgment rendered thereon.

Section 9: General Provisions.

A. This Agreement shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs-at-law and executors of Administrator.

C. This Agreement shall be in effect for one (1) year or until Administrator resigns or is terminated under the provisions of Section 4, above.

D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or any portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Section 10: No Reduction of Benefits; Good Faith and Fair Dealing.

A. Saxman shall not at any time during the term of employment with this Agreement reduce the salary, compensation, or other financial benefits to Administrator.

B. All contract provisions shall be subject to good faith and fair dealing.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the _____ day of _____, 2025

SAXMAN

_____, Vice Mayor

Date: _____

ADMINISTRATOR

Frank Seludo

Date: _____

ATTEST:

Ginger McCormick
Saxman Clerk

Legal Suggestive Changes.

The substantive choice as to lease terms is a policy call. There are a number of issues I see in this lease which you should consider in deciding whether it is in the City's best interests. Specifically these include:

1. I suggest an estimated square footage. Also show the space on a diagram with general areas marked. Maybe use a Borough GIS image as a reference. Describing by number and type of vehicles is helpful, but if they park them farther apart they take more space. Also consider how much space you want to retain for City use, and whether you want seasonal variations. Is the space exclusive use space? If it is fenced then it would be, but you should have at least an estimated square footage.
2. They used to rent in Cambria, I would see what they paid there and see if your rate is competitive.
3. The cost of parking lot improvement (brush cutting and d-1 and grading) may well eat up a chunk of the revenues, and a credit for streetlights could essentially eliminate revenues if they are expensive. The lease does not address what happens if the costs are greater than the revenues. I suggest capping credits, and allocate not just the capital but the electrical cost. Do you want to limit the type of lights and any directional limits?
4. The statement of intent to purchase fuel at 3 Bears is not a binding enforceable commitment, or commitment to any particular volume, so you cannot count on it as revenue. It might be better with an estimated volume per year and percentage with an additional charge if they don't make that volume.
5. The permission to perform maintenance without limiting what they do creates a risk of contamination if they spill fuel or oils or other fluids on the ground. You would likely want any maintenance to be on an impervious surface and would want provisions making them responsible for any contamination caused by their maintenance, and have an inspection of the property before and after to verify whether there has been any contamination. They should be responsible if the pollution condition arises during their lease.
6. Leaving the cost of fencing as security as not agreed upon in advance poses a risk where there is not a method for resolving the disagreement. What about removal afterwards? Ownership afterwards? I suggest that it provide that, unless agreed upon otherwise before installation, they be responsible for fencing and security cameras, and if they do not remove them they become Saxman property.



LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made and entered into as of **[Date]**, by and between Cape Fox Tours, LLC, a limited liability company organized under the laws of the State of Alaska with a principal address of **ADDRESS** ("Lessee"), and the **City of Saxman, a municipal corporation under the laws of the State of Alaska** with a principal address of **ADDRESS** ("Lessor").

RECITALS

WHEREAS, the City of Saxman owns and operates certain real property, including a paved parking lot behind the Saxman Community Center and additional parking near the Dockside property: **ADDRESS** (the "Premises"); and

WHEREAS, **Cape Fox Tours operates a fleet of vehicles and desires to lease designated parking spaces from Lessor to accommodate its fleet; and**

WHEREAS, **Cape Fox Tours also intends to redirect its fuel purchases to the City of Saxman; and**

WHEREAS, the parties seek to enter into a mutually beneficial lease agreement for the parking spaces and associated services as described in the attached proposal referenced as Exhibit A.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. Premises

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, a portion of the parking lot located behind the Saxman Community Center and an additional designated section near the Dockside property (the "Premises"). The Premises shall be used exclusively for the parking of vehicles owned by Cape Fox Tours, LLC. The Premises will accommodate the following vehicles:

- 29 vans (approximately 15 feet in length)
- 12 minibuses (approximately 23 feet in length)
- 12 full-size buses (approximately 40 feet in length)

2. Term

(a) **Commencement Date:** The term of this lease shall commence on **April 1st, 2025**, and shall continue for an initial term of one (1) year, with the option to renew four (4) additional option years. The current term will end on **March 31st, 2026**.



(b) **Renewal Option:** The Tenant shall have the option to renew this lease for four (4) additional term(s) (each, an “Option Year”) upon written notice to the Landlord, provided such notice is given no later than 30 days prior to the expiration of the initial Lease Term or any Renewal Term. Each Option Year shall be for a term of one (1) year, and the renewal shall be on the same terms and conditions as set forth in this Lease, except that the Rent may be increased by mutual agreement of the parties.

3. Rent

(a) The rent for the Premises shall be \$3,000 per month, payable in advance on the first day of each month to Lessor at the following address:

[Address for payment]

(b) Rent payments for the Premises shall begin on April 1st, 2025.

(c) The costs for installation of streetlights by Lessee shall be deducted from rent payments over a mutually agreed-upon period. The mutually agreed period for deducting the cost of the streetlights cannot extend beyond the term of the lease.

4. Use of Premises

(a) Lessee shall use the Premises exclusively for the parking of its vehicles as listed in Section 1. The vehicles will be operational year-round, with primary operation from April through October. Lessee may use the Premises for minor repairs and maintenance as needed to maintain the operational capability of its fleet.

(b) Lessee agrees not to use the Premises for any other purposes without the prior written consent of Lessor.

5. Improvements and Maintenance

(a) **Lessor's Responsibilities:** The City of Saxman agrees to pay for the clearing of trees and branches along Dockside and for the installation of D1 material in the lower parking lot to facilitate proper parking.

(b) **Lessee's Responsibilities:** Lessee shall perform minor repairs and maintenance as needed to maintain the operational capability of its fleet.

6. Fuel Purchases



(a) Lessee intends to redirect its purchases of gasoline, diesel, and propane to the Three Bears Gas Station in Saxman, if such fuel is available.

(b) Lessee agrees that all fuel purchases for its fleet will be made from the City of Saxman if the fuel is made available at the Three Bears Gas Station, contributing to the local economy.

7. Security and Safety

(a) Both parties agree to install fencing, gates, and/or cameras to ensure the safety and security of the vehicles on the Premises when necessary.

(b) The cost for such installations shall be discussed and agreed upon by both parties when the time comes.

8. Insurance and Indemnification

(a) **Lessee's Insurance:** Lessee shall maintain at its own expense general liability insurance covering its operations on the Premises in an amount not less than \$1,000,000 per occurrence. Lessee shall name Lessor as an additional insured on its policy.

(b) **Indemnification:** Lessee agrees to indemnify and hold harmless Lessor from any and all claims, damages, or liabilities arising from Lessee's use of the Premises, except in cases of Lessor's own negligence or willful misconduct.

9. Termination

(a) Either party may terminate this Agreement by providing **[60 days]** written notice to the other party. Upon termination, Lessee agrees to vacate the Premises and remove all vehicles and property by the termination date.

(b) If Lessee defaults on its obligations under this Agreement, Lessor may terminate the Agreement with **[60 days]** notice and retain any security deposits or pre-paid rent, if applicable.

10. Miscellaneous

(a) **Entire Agreement:** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, or understandings between the parties.



(b) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

(c) **Amendments:** Any amendments or modifications to this Agreement must be in writing and signed by both parties.

(d) **Notices:** All notices under this Agreement shall be in writing and shall be delivered to the addresses of the parties set forth below:

For Lessor: City of Saxman

[Address]

Attention: [Name/Title]

For Lessee: Cape Fox Tours, LLC

[Address]

Attention: [Name/Title]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first above written.

LESSOR:

City of Saxman

By: _____

Name:

Title:

Date:

LESSEE:

Cape Fox Tours, LLC

By: _____

Name:

Title:

Date: