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*Seward City Council*

*Agenda Packet*

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**Special City Council Meeting**

*Thursday, October 26, 2017*

*Council Chambers, City Hall*

*12:45 p.m.*

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# The City of Seward, Alaska

## Special City Council Meeting

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October 26, 2017

12:45 p.m.

Council Chambers

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David Squires  
Mayor  
Term Expires 2019

Marianna Keil  
Vice Mayor  
Term Expires 2018

Ristine Casagrande  
Council Member  
Term Expires 2018

Sue McClure  
Council Member  
Term Expires 2019

Erik Slater  
Council Member  
Term Expires 2018

Suzi Towsley  
Council Member  
Term Expires 2019

Jeremy Horn  
Council Member  
Term Expires 2019

James Hunt  
City Manager

Brenda Ballou  
Acting City Clerk

Will Earnhart  
City Attorney

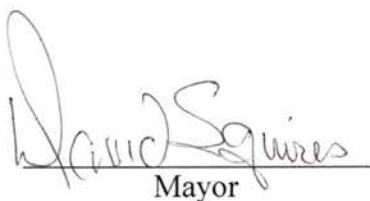
- 1. Call To Order**
- 2. Pledge Of Allegiance**
- 3. Roll Call**
- 4. Citizen Comments On Any Subject Except Those Items Scheduled For Public Hearing.** *[Those Who Have Signed In Will Be Given The First Opportunity To Total Time For This Agenda Item.]*
- 5. Approval Of Agenda And Consent Agenda** *[Approval of Consent Agenda passes all routine items indicated by asterisk (\*). Consent Agenda items are not considered separately unless a council member so requests. In the event of such a request, the item is returned to the Regular Agenda.]*
- 6. Unfinished Business**  
  
**Resolution 2017-070, Approving An Employment Agreement With Brenda J. Ballou For City Clerk Services.**
- 7. Council Comments**
- 8. Citizen Comments**
- 9. Council And Administration Response To Citizen Comments**
- 10. Adjournment**

## SPECIAL MEETING REQUEST

**Pursuant to Seward City Code 2.10.030 (2), this is to serve as the written notice calling a Special City Council Meeting on Thursday, October 26, 2017 at 12:45 p.m. for the purpose of:**

Resolution 2017-070, Approving An Employment Agreement With Brenda J. Ballou For City Clerk Services.

Signed this 25<sup>th</sup> day of October, 2017.

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
2 Council Members

**Upon this request the City Clerk will give due and proper notice as required by SCC 2.10.032**

*(No business shall be transacted other than stated above.)*

## **SPECIAL MEETING NOTICE**

**Pursuant to Seward City Code 2.10.030 (2), this is to serve as the written notice calling a Special City Council Meeting on Thursday, October 26, 2017 at 12:45 p.m. for the purpose of:**

Resolution 2017-070, Approving An Employment Agreement With Brenda J. Ballou For City Clerk Services.

The meeting will commence in the City Council Chambers, City Hall, 410 Adams Street, Seward. All interested persons are invited to attend the meetings.

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**Posted:** Wednesday, October 25, 2017 at 12:40 p.m.

City Hall bulletin board  
U.S. Post Office  
Harbormaster's Building

**REMOVE on 10/27/2017**

Sponsored by: City Council

**CITY OF SEWARD, ALASKA  
RESOLUTION 2017-070**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD,  
ALASKA, APPROVING AN EMPLOYMENT AGREEMENT WITH  
BRENDA J. BALLOU FOR CITY CLERK SERVICES**

**WHEREAS**, Johanna Kinney left her seven years of employment as City Clerk on October 10, 2017; and

**WHEREAS**, City Council after open recruitment interviewed and wishes to hire Deputy City Clerk Brenda J. Ballou; and

**WHEREAS**, after the interview and executive session held on September 22, 2017, the City Council made a motion to hire Brenda J. Ballou based on successful salary and contract negotiations; and

**WHEREAS**, Ms. Ballou has been acting City Clerk since Ms. Kinney's departure; and

**WHEREAS**, salary and contract negotiations are completed.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA** that:

**Section 1.** The Mayor is hereby authorized to execute the employment agreement, attached and incorporated herein by reference, between the City Council and Brenda J. Ballou for the position of City Clerk.

**Section 2.** Acting City Clerk, Brenda J. Ballou, will become City Clerk retroactively to October 10, 2017.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by the City Council of the City of Seward, Alaska, this 26<sup>th</sup> day of October, 2017.

**THE CITY OF SEWARD, ALASKA**

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**David Squires, Mayor**

# Council Agenda Statement

Date: October 23, 2017

To: Mayor, City Council Members

From: City Attorney



Agenda Item: Approve Employment Agreement with Brenda Ballou for City Clerk Services

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**BACKGROUND & JUSTIFICATION:** City Clerk Johanna Kinney has left her employment as City Clerk. City Council actively recruited for Ms. Kinney's replacement and interviewed Deputy City Clerk Brenda Ballou. After the interview on September 22, 2017, Council came out of executive session and made a motion to hire Brenda Ballou for the City Clerk position based on successful salary and contract negotiations. Salary and contract negotiations were successful and completed on October 13, 2017.

**INTENT:** To approve this employment agreement retroactively to October 10, 2017, to insure a seamless transition with no vacancy in that department.

**CONSISTENCY CHECKLIST:** Where applicable, this resolution is consistent with the Seward City Code, Charter, Comprehensive Plans, Land Use Plans, Strategic Plan and City Council Rules of Procedures.

Other: \_\_\_\_\_

**FISCAL NOTE:** This has already been factored into the FY 2017 Budget.

**ATTORNEY REVIEW:** YES  NO

Approved by Finance Department:

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**RECOMMENDATION:** Approve Resolution 2017-070, which approves the employment agreement between the Seward City Council and Brenda Ballou for City Clerk services.

## **Employment Agreement City Clerk**

This agreement approved by the City Council of the City of Seward, effective October 10, 2017, is between the City of Seward, Alaska, whose address is PO Box 167, Seward, Alaska 99664 (“City”) and Brenda J. Ballou, whose address is PO Box 3551, Seward, AK 99664 (“Ballou” or “City Clerk”). The City agrees to employ Ballou as City Clerk.

This agreement shall continue indefinitely under the following terms:

1. The City acknowledges that City Clerk is committed to the ideals of the International Institute of Municipal Clerks (“IIMC”), and both parties mutually desire that City Clerk be subject to and comply with the IIMC Code of Ethics. The City agrees that no member of City Council or any employee of the City may give any order, direction, or make any request that would require the City Clerk to violate the IIMC Code of Ethics. *(Attached)*
2. City Clerk agrees to devote full-time on behalf of the City, and may continue to engage in her private business so long as it does not interfere with the City Clerk’s duties.
3. Professional growth and continuing education, and obtaining and maintaining clerk certifications through training and education, is allowed and encouraged for City Clerk and the staff of the clerk’s office.
4. City Clerk is encouraged to participate in community and civic affairs.
5. Travel by the City Clerk shall be in accordance with City Code 3.60.025. Reimbursement for expenditures on behalf of the City shall not be paid unless reimbursement is sought in accordance with standard City procedures, including receipts, vouchers, and supporting material.
6. City Clerk shall accrue annual leave and holidays in accordance with Chapter 3.45 and 3.50 of the Seward City Code. City Clerk shall be covered by the standard City health insurance and retirement plans.
7. The provisions of Title 3 of the Seward City Code shall not apply to this agreement with the following exceptions:
  - a. 3.15.085. Longevity Bonus.
  - b. 3.15.090. Retirement.
  - c. 3.15.095. Insurance and medical benefits.
  - d. 3.35. Employee Development. City Clerk will have collateral responsibility for employee development within the City Clerk Department.
  - e. 3.45. Annual Leave. The City Council will administer Annual Leave policy for the City Clerk. This includes FMLA (3.45.095) and bereavement leave (3.45.040 f).
  - f. 3.50. Holidays.
  - g. 3.60. Special Provisions.
  - h. 3.70. Standards Relating to Drugs and Alcohol.
  - i. 3.75. Standards Relating to Employee Conduct.

## **Employment Agreement City Clerk**

- j. 3.80. Worker's Compensation.
8. Because of the peculiar nature of the City Clerk position, it is agreed that the City's business can only succeed if the City Clerk and the City Council enjoy a working relationship based on mutual respect, trust and positive attitudes. It may, therefore, be impossible to quantify "poor performance" or "just cause" for termination given these complexities which often involve personality factors as opposed to legal or contractual factors. It is therefore the intent of both the City and City Clerk, to provide for termination by either the City or City Clerk without resort to any determination of cause or any necessary explanation by the City.

Accordingly, this agreement may be terminated as follows:

- (a) By Ballou, for any reason or no stated reason, upon giving sixty (60) days written notice to the City. Upon receipt of notice, the City may immediately terminate the relationship, or may require City Clerk to continue for a period not to exceed sixty (60) days at her regular rate of pay from the date of receipt of the notice. The City shall make the election promptly and within fourteen (14) days of the receipt of notice, and the City's failure to make an election shall be deemed as election to terminate the relationship sixty (60) days from the date of receipt of the notice. If the relationship is so terminated, the City shall not be responsible for any severance or termination pay, and City Clerk shall be entitled to any annual leave balance to the date of termination.
  - (b) By the City Council for any reason or no stated reason upon giving written notice to Ballou. The City Council may, at its option, terminate the relationship immediately and provide Ballou with sixty (60) days pay in lieu of notice, or, the City Council may require Ballou to continue service at her regular rate of pay for a period of sixty (60) days. Ballou shall be entitled to her annual leave balance at the date of termination.
  - (c) If Ballou retires from full-time public service with the City, City Clerk will provide six (6) months' notice, and the actual retirement date will be mutually established.
9. The City shall defend, indemnify, and hold City Clerk harmless for claims against City Clerk for acts or omissions resulting from her employment by the City and within the scope of the duties as City Clerk pursuant to Chapter 2.35 of the Seward City Code.
10. The City Council shall provide the City Clerk with a probationary period of nine (9) months from the date of hire, and shall conduct an Initial Evaluation at that time to re-evaluate the City Clerk's goals and provide supportive direction. Following this Initial Evaluation, the City Clerk's evaluation will fall in line with the regular schedule as outlined in the City Council Rules of Procedure, Rule 16.
11. City Clerk shall be paid at the rate of \$65,000 per year. The City Council agrees to review City Clerk's performance and contract annually and may consider a salary increase or other amendment(s) to this contract upon favorable review.



**Employment Agreement**  
**City Clerk**

12. This agreement is the entire agreement and wherever approval of the City is required, it is understood that such approval will be by the City Council of the City of Seward. This agreement supersedes any previous agreement and may be modified only in writing signed by each of the parties. This agreement will be interpreted and enforced in Alaska in accordance with the laws of the State of Alaska and is subject to all applicable Charter and ordinance provisions of the City of Seward.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF SEWARD, ALASKA

\_\_\_\_\_  
David Squires, Mayor

\_\_\_\_\_  
Brenda J. Ballou

\_\_\_\_\_  
James Hunt, City Manager

(City Seal)

# Employment Agreement City Clerk



## INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS

Professional, Personal

### Code of Ethics

*Believing in freedom throughout the World, allowing increased cooperation between public officials and other nationally and internationally, I*

*do hereby subscribe to the following principles and ethics which I affirm will govern my personal conduct as a member of IPMC:*

*To uphold constitutional government and the laws of my community;*

*To so conduct my public and private life as to be an example to my fellow citizens;*

*To impart to my profession those standards of quality and integrity that the conduct of the affairs of my office shall be above reproach and to merit public confidence in our community;*

*To be ever mindful of my neutrality and impartiality, rendering equal service to all and to extend the same treatment I wish to receive myself;*

*To record that which is true and preserve that which is entrusted to me as if it were my own; and*

*To strive constantly to improve the administration of the affairs of my office consistent with applicable laws and through sound management practices to produce continued progress and so fulfill my responsibilities to my community and others.*

*These things I, as a member of IPMC do pledge to do in the interest and purposes for which our government has been established.*

Attest:

*This certificate granted by the authority of the International Institute of Municipal Clerks.*

(member signature)

\_\_\_\_\_  
IPMC Executive Director

\_\_\_\_\_  
IPMC President