City Council Meeting Agenda
Special Meeting
June 18, 2012-12:00 pm
City Council Chambers, City Hall, Bethel, AK

Joseph Klejka
Mayor
Term Expires 2012
545-6023
jklejka@cityofbethel.net

Gene Peltola Jr.
Vice-Mayor
Term Expires 2013
545-6034
gpeltola@cityofbethel.net

Rick Robb
Council Member
Term Expires 2013
545-6071
rrobb@cityofbethel.net

Mary Sattler
Council Member
Term Expires 2013
545-6043
msattler@cityofbethel.net

Kent Harding
Council Member
Term Expires 2012
543-2276
kharding@cityofbethel.net

Mark Springer
Council Member
Term Expires 2013
545-1297
mspringer@cityofbethel.net

Eric Whitney
Council Member
Term Expires 2012
545-1309
ewhitney@cityofbethel.net

Lee Foley
City Manager
543-2047
lfoley@cityofbethel.net

Lori Strickler
City Clerk
543-1384
lstrickler@cityofbethel.net

Michael Gatti
City Attorney

Paul Richards
Lobbyist
paul_richards@gci.net

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PEOPLE TO BE HEARD – Five minutes per person

V. APPROVAL OF AGENDA

VI. NEW BUSINESS

a) Introduction Of Ordinance 12-07: Modifying The Employee Classification Plan To Include The Information Technology Services Director As A Range III Management Employee (City Manager Foley)

b) Introduction Of Ordinance 11-10 (d): Budget Modification For Fiscal Year 2012 (City Manager Foley)

c) AM 12-25: Establishing A Process For Interviewing The City Attorney Applicants (Mayor Klejka)

d) Approval Of The City Manager's Evaluation Form And Establishing An Evaluation Date (Mayor Klejka)

VII. ADJOURNMENT

Agenda posted on June 13, 2012 at City Hall, AC Co., Swansons, and the Post Office.

Lori Strickler, City Clerk's Office

Introduced by: City Manager Foley
Introduction Date: June 18, 2012
Public hearing date:
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #12-07

AN ORDINANCE BY THE BETHEL CITY COUNCIL MODIFYING THE EMPLOYEE CLASSIFICATION PLAN TO INCLUDE THE INFORMATION TECHNOLOGY SERVICES DIRECTOR AS A RANGE III MANAGEMENT EMPLOYEE

WHEREAS, the Bethel Municipal Code establishes Management Employees positions and their appropriate pay ranges based on their duties and responsibilities;

WHEREAS, the Information Technology Services Coordinator position performs management level duties as a supervisor of subordinate staff;

WHEREAS, the Information Technology Services Coordinator serves as a confidential employee due to the nature and duties of the position;

WHEREAS, it is deemed in the best interest of the City of Bethel to reclassify the Information Technology Services Coordinator to the Information Technology Services Director with the full responsibilities of a department head;

THEREFORE BE IT ORDAINED, by the City Council of Bethel, Alaska; that:

Section 1. Classification. This ordinance is permanent and general in nature and shall be placed in the Bethel Municipal Code.

SECTION 2. Modification To Bethel Municipal Code Chapter 3.12.070.
This ordinance shall become a modification to section 3.12.070 of the Bethel Municipal Code:

Management Employees

Range	Position
Contract	City manager City clerk Parks and recreation director (per agreement with UAF) Staff Attorney
IV	None

III	Finance director Fire chief Police chief Port director Public works director City planner Human resources manager Information technology services director
II	Assistant finance director
I	Executive assistant to city manager

Section 3. Effective Date. This ordinance shall become effective on July 1, 2012.

ENACTED THIS _ DAY OF JUNE 2012 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

_____
Joseph Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

Introduced by: City Manager Foley
Introduction Date: June 18, 2012
Public Hearing:

Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #11-10(d) PROPOSED

An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2012 Budget

Be it Enacted by the Bethel City Council that the FY2012 Annual Budget be amended as follows:

Section 1. That the following sums of money as may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2012, July 1, 2011 to June 30, 2012.

Section 2. The following is a summary of the changes by fund and department:

GENERAL FUND REVENUES

Budget Modification 12-4(A)
Changes to General Fund Revenues

	Increases	
1040400	Transient Lodging Tax	40,000
1040401	Sales Tax	103,100
1040405	Fish Tax	3,203
1042414	Community Dividend	2,855
1043422	Ambulance Revenue	30,000
1043424	Police Department PC Fees	560
1045437	BYC 4-H Projects	670
1045451	Taxi Cab Permits	1,820
1045456	Site Reviews	46,400
1049487	Investment Income	10,000
	Total Increases	**238,608**
	Decreases	
	Total Decreases	**0**
TOTAL	**Net Change to General Fund Revenues**	**238,608**

GENERAL FUND APPROPRIATIONS

Budget Modification 12-4(B)
Changes to Administration Department line items

	Increases	
1051508	Leave Cashout	20,000
1051511	Medicare FICA	1,000
1051513	Life Insurance Premium Benefit	700
1051515	Unemployment	7,200
1051523	Prior Year IRS Penalty	194
1051545	Training/Travel	7,700
1051621	Electricity	9,500
1051669	Other Purchased Services	7,000
	Total Increases	**53,294**
	Decreases	
1051501	Salaries	
1051507	Longevity Bonus	(750)
1051516	Workmen's Comp	(545)
1051668	Hardware/Software Support	(822)
1051721	Insurance	(1,431)
	Total Decreases	**(3,548)**
TOTAL	**Net Change to General Fund Appropriations**	**49,746**

Budget Modification 12-4 (C)

Changes to City Clerk Department line items

	Increases	
1052519	Utility Benefit	2,500
1052523	Prior Year IRS Penalty	76
1052541	Travel/Training Council	1,500
1052545	Travel/Training City Clerk	2,500
1052669	Other Purchased Services	1,500
1052682	Election Expenses	826
	Total Increases	**8,902**
	Decreases	
	Total Decreases	**0**
TOTAL	**Net Change to General Fund Appropriations**	**8,902**

Budget Modification 12-4(D)

Changes to Finance Department line items

	Increases	
1053515	Unemployment	10,000
1053523	Prior Year IRS Penalty	338
1053641	Auditing Expense	7,500
	Total Increases	**17,838**
	Decreases	
1053507	Longevity Bonus	(750)
1053508	Leave Cashout	(17,088)
	Total Decreases	**(17,838)**
TOTAL	**Net Change to General Fund Appropriations**	**0**

Budget Modification 12-4(E)

Changes to Planning Department line items

	Increases	
1054508	Leave Cashout	5,500
1054523	Prior Year IRS Penalty	107
	Total Increases	**5,607**
	Decreases	
1054501	Salaries	(7,000)
	Total Decreases	**(7,000)**
TOTAL	**Net Change to General Fund Appropriations**	**(1,393)**

Budget Modification 12-4(F)

Changes to Fire Department line items

	Increases	
1060506	Call Back Overtime	28,000
1060510	Social Security	2,000
1060523	Prior Year IRS Penalty	445
	Total Increases	**30,445**
	Decreases	
1060501	Salaries	(30,445)
	Total Decreases	**(30,445)**
TOTAL	**Net Change to General Fund Appropriations**	**0**

Budget Modification 12-4(G)

Changes to Police Department line items

	Increases	
1061502	Overtime	12,000
1061510	Social Security	1,500
1061511	Medicare	3,500
1061519	Utility Benefit	37,856
1061523	Prior Year IRS Penalty	1,203

1061621	Electricity	7,500
1061722	Insurance-Deductible Expense	10,000
	Total Increases	**73,559**
	Decreases	
1061507	Longevity Bonus	(3,250)
1061508	Leave Cashout	(30,000)
1061512	Group Health Insurance	(2,727)
1061515	Unemployment	(8,000)
1061516	Workers Comp	(12,000)
1061721	Insurance	(17,521)
	Total Decreases	**(73,498)**
TOTAL	**Net Change to General Fund Appropriations**	**61**

Budget Modification 12-4(H)

Changes to Public Works Administration Department line items

	Increases	
1065508	Leave Cashout	8,500
1065519	Utility Benefit	2,000
1065523	Prior Year IRS Penalty	67
1065623	Heating Fuel	5,000
	Total Increases	**15,567**
	Decreases	
1065515	Unemployment	(500)
1065602	Gasoline/Diesel/Oil	(1,200)
1065721	Insurance	(1,146)
	Total Decreases	**(2,846)**
TOTAL	**Net Change to General Fund Appropriations**	**12,721**

Budget Modification 12-4(I)

Changes to Streets and Roads Department line items

	Increases	
1066510	Social Security	1,000
1066519	Utility Benefit	3,000
1066523	Prior Year IRS Penalty	413
1066623	Heating Fuel	5,000
	Total Increases	**9,413**
	Decreases	
1066502	Overtime	(7,500)
1066507	Longevity Bonus	(3,000)
1066508	Leave Cashout	(7,500)
1066518	PERS	(7,000)
1066721	Insurance	(4,994)
	Total Decreases	**(29,994)**
TOTAL	**Net Change to General Fund Appropriations**	**(20,581)**

Budget Modification 12-4(J)

Changes to Property Maintenance Department line items

	Increases	
1070502	Overtime	22,000
1070510	Social Security	200
1070511	Medicare	700
1070515	Unemployment	6,500
1070518	PERS	7,000
1070523	Prior Year IRS Penalty	198
1070623	Heating Fuel	10,000
	Total Increases	**46,598**
	Decreases	
1070507	Longevity Bonus	(2,000)
1070512	Employee Group Benefits	(13,000)
1070519	Utility Benefit	(3,000)
1070721	Insurance	(1,576)

	Total Decreases	**(19,576)**
TOTAL	**Net Change to General Fund Appropriations**	**27,022**

Budget Modification 12-4(K)

Changes to Parks and Recreation Department line items

	Increases	
1071510	Social Security	7,000
1071515	Unemployment	10,000
1071523	Prior Year IRS Penalty	232
1071680	Youth Center Theft and Vandalism	22,165
	Total Increases	**39,397**
	Decreases	
1071507	Longevity Bonus	(750)
1071508	Leave Cashout	(15,000)
1071518	PERS	(10,647)
1071521	4H/UAF Agreement	(13,000)
	Total Decreases	**(39,397)**
TOTAL	**Net Change to General Fund Appropriations**	**0**

Budget Modification 12-4(L)

Changes to Community Service line items

	Increases	
1072626	Senior Center - W/S/G	7,500
	Total Increases	**7,500**
	Decreases	
	Total Decreases	**0**
TOTAL	**Net Change to General Fund Appropriations**	**7,500**

Budget Modification 12-4(M)

Changes to In-Kind and Transfers Line Items

	Increases	
1073622	Cash Transfer - I.T. Services Fund	7,691
1073660	Cash Transfer - Water and Sewer Capital Project Fund	146,939
	Total Increases	**154,630**
	Decreases	
	Total Decreases	**0**
TOTAL	**Net Change to General Fund Appropriations**	**154,630**

	TOTAL CHANGE TO GENERAL FUND REVENUES	
	Total Increases	238,608
	Total Decreases	0
	Cumulative Change to General Fund Revenues	**238,608**

	TOTAL CHANGE TO GENERAL FUND APPROPRIATIONS	
	Total Increases	462,750
	Total Decreases	(224,142)
	Cumulative Change to General Fund Revenues	**238,608**

	TOTAL CHANGE TO GF FUND BALANCE	
	Change to General Fund Revenues	238,608
	Change to General Fund Appropriations	238,608
	Cumulative Increase/Decrease to GF Fund Balance	**0**

SOLID WASTE ENTERPRISE FUND APPROPRIATIONS

Budget Modification 12-4(N)

Changes to Hauled Refuse Department line items

	Increases	
5070523	Prior Year IRS Penalty	70
5070683	Minor Equipment	32,169
	Total Increases	**32,239**
	Decreases	
5070602	Gasoline/Diesel/Oil	(32,239)
	Total Decreases	**(32,239)**
TOTAL	**Net Change to Solid Waste Fund Appropriations**	**0**

Budget Modification 12-4(O)

Changes to Landfill Operations Department line items

	Increases	
5071502	Overtime	7,500
5071523	Prior Year IRS Penalty	117
	Total Increases	**7,617**
	Decreases	
5071508	Leave Cashout	(7,617)
	Total Decreases	**(7,617)**
TOTAL	**Net Change to Solid Waste Fund Appropriations**	**0**

	TOTAL CHANGE TO SOLID WASTE FUND BALANCE	
	Change to Solid Waste Fund Revenues	0
	Change to Solid Waste Fund Appropriations	0
	Cumulative Increase/Decrease to Solid Waste Fund Balance	**0**

WATER & SEWER ENTERPRISE FUND APPROPRIATIONS

Budget Modification 12-4(P)

Changes to Water and Sewer Enterprise Fund Revenue line items

	Increases	
5142410	Trucked Water	25,000
5142412	Metered Piped Water Commercial	25,000
5143416	Contract Sewer	4,234
5145434	Utility Penalty/Interest	6,750
5145435	Reconnect Fees	2,700
5149495	Miscellaneous Revenue	65,000
	Total Increases	**128,684**
	Decreases	
	Total Decreases	**0**
TOTAL	**Net Change to Water & Sewer Fund Revenues**	**128,684**

Budget Modification 12-4(Q)

Changes to Utility Billing Department line items

	Increases	
5180508	Leave Cashout	500
5180523	Prior Year IRS Penalty	89
	Total Increases	**589**
	Decreases	
5180519	Utility Benefit	(589)
	Total Decreases	**(589)**
TOTAL	**Net Change to Water & Sewer Fund Appropriations**	**0**

Budget Modification 12-4(R)

Changes to Hauled Water Department line items

	Increases	

5181502	Overtime	12,000
5181523	Prior Year IRS Penalty	508
5181602	Gasoline/Diesel/Oil	15,000
5181623	Heating Fuel	15,000
5181722	Insurance Deductible Expense	3,250
	Total Increases	**45,758**
	Decreases	
5181501	Salaries	(2,000)
5181507	Longevity Bonus	(1,000)
5181508	Leave Cashout	(23,000)
5181512	Employee Group Benefits	(7,500)
5181516	Workers Comp	(4,500)
5181519	Utility Benefit	(3,000)
5181621	Electricity	(3,000)
5181721	Insurance	(4,758)
	Total Decreases	**(48,758)**
TOTAL	**Net Change to Water & Sewer Fund Appropriations**	**(3,000)**

Budget Modification 12-4(S)

Changes to Piped Water Department line items

	Increases	
5182501	Salaries	10,000
5182502	Overtime	32,500
5182511	Medicare	1,500
5182518	PERS	10,000
5182523	Prior Year IRS Penalty	138
	Total Increases	**54,138**
	Decreases	
5182507	Longevity Bonus	(875)
5182516	Workers Comp	(1,731)
5182519	Utility Benefit	(4,000)
5182602	Gasoline/Diesel/Oil	(10,000)
5182623	Heating Fuel	(2,500)
5182721	Insurance	(1,445)
	Total Decreases	**(20,551)**
TOTAL	**Net Change to Water & Sewer Fund Appropriations**	**33,587**

Budget Modification 12-4(T)

Changes to Bethel Heights Water Treatment Department line items

	Increases	
5183502	Overtime	20,000
5183508	Leave Cashout	24,000
5183519	Utility Benefit	4,500
5183523	Prior Year IRS Penalty	121
5183621	Electricity	65,000
	Total Increases	**113,621**
	Decreases	
5183501	Salaries	(7,320)
5183507	Longevity Bonus	(1,375)
5183515	Unemployment	(1,108)
5183516	Workers Comp	(1,040)
5183623	Heating Fuel	(28,500)
	Total Decreases	**(39,343)**
TOTAL	**Net Change to Water & Sewer Fund Appropriations**	**74,278**

Budget Modification 12-4(U)

Changes to City Sub Water Treatment Department line items

	Increases	
5184502	Overtime	15,000
5184508	Leave Cashout	7,800

5184523	Prior Year IRS Penalty	121
5184621	Electricity	27,500
	Total Increases	**50,421**
	Decreases	
5184501	Salaries	(10,000)
5184507	Longevity Bonus	(1,375)
5184511	Medicare	(1,000)
5184515	Unemployment	(750)
5184516	Workers Comp	(1,060)
5184519	Utility Benefit	(750)
5184623	Heating Fuel	(49,000)
5184721	Insurance	(1,336)
	Total Decreases	**(65,271)**
TOTAL	**Net Change to Water & Sewer Fund Appropriations**	**(14,850)**

Budget Modification 12-4(V)

Changes to Hauled Sewer Department line items

	Increases	
5185502	Overtime	25,000
5185510	Social Security	1,000
5185523	Prior Year IRS Penalty	499
5185623	Heating Fuel	15,000
	Total Increases	**41,499**
	Decreases	
5185501	Salaries	(10,000)
5185507	Longevity Bonus	(4,250)
5185508	Leave Cashout	(20,000)
5185515	Unemployment	(2,500)
5185519	Utility Benefit	(8,000)
5185602	Gasoline/Diesel/Oil	(70,000)
5185721	Insurance	(4,715)
5185722	Insurance Deductible Expense	(3,250)
	Total Decreases	**(122,715)**
TOTAL	**Net Change to Water & Sewer Fund Appropriations**	**(81,216)**

Budget Modification 12-4(W)

Changes to Piped Sewer Department line items

	Increases	
5186502	Overtime	32,500
5186508	Leave Cashout	1,000
5186510	Social Security	100
5186511	Medicare	500
5186523	Prior Year IRS Penalty	139
5186621	Electricity	55,000
5186683	Minor Equipment	35,000
	Total Increases	**124,239**
	Decreases	
5186501	Salaries	(10,000)
5186507	Longevity Bonus	(875)
5186512	Employee Group Benefits	(5,000)
5186515	Unemployment	(1,000)
5186516	Workers Comp	(1,463)
5186519	Utility Benefit	(3,500)
5186721	Insurance	(1,208)
	Total Decreases	**(23,046)**
TOTAL	**Net Change to Water & Sewer Fund Appropriations**	**101,193**

Budget Modification 12-4(X)

Changes to Sewer Lagoon Department line items

	Increases	
5187502	Overtime	11,500

5187650	PERS	12,000
5187523	Prior Year IRS Penalty	42
	Total Increases	**23,542**
	Decreases	
5187501	Salaries	(3,000)
5187507	Longevity Bonus	(250)
5187515	Unemployment	(300)
5187516	Workers Comp	(500)
5187519	Utility Benefit	(800)
	Total Decreases	**(4,850)**
TOTAL	**Net Change to Water & Sewer Fund Appropriations**	**18,692**

	TOTAL CHANGE TO WATER & SEWER FUND REVENUES	
	Total Increases	128,684
	Total Decreases	0
	Cumulative Change to Water & Sewer Fund Revenues	**128,684**

	TOTAL CHANGE TO WATER & SEWER FUND APPROPRIATIONS	
	Total Increases	453,807
	Total Decreases	(325,123)
	Cumulative Change to Water & Sewer Fund Appropriations	**128,684**

	TOTAL CHANGE TO WATER & SEWER FUND BALANCE	
	Change to Water & Sewer Fund Revenues	128,684
	Change to Water & Sewer Fund Appropriations	128,684
	Cumulative Increase/Decrease to Water & Sewer Fund Balance	**0**

MUNICIPAL DOCK ENTERPRISE FUND APPROPRIATIONS

Budget Modification 12-4(Y)

Changes to Municipal Dock Department line items

	Increases	
5250508	Leave Cashout	2,100
5250515	Unemployment	4,000
5250623	Prior Year IRS Penalty	203
5250661	Vehicle Maintenance/Repair	19,000
	Total Increases	**25,303**
	Decreases	
5250501	Salaries	(9,135)
5250512	Employee Group Benefits	(1,500)
5250516	Workers Comp	(5,248)
5250721	Insurance	(4,420)
5250722	Insurance Deductible Expense	(5,000)
	Total Decreases	**(25,303)**
TOTAL	**Net Change to Municipal Dock Fund Appropriations**	**0**

	TOTAL CHANGE TO MUNICIPAL DOCK FUND APPROPRIATIONS	
	Total Increases	25,303
	Total Decreases	(25,303)
	Cumulative Change to Municipal Dock Fund Appropriations	**0**

	TOTAL CHANGE TO MUNICIPAL DOCK FUND BALANCE	
	Change to Municipal Dock Fund Revenues	0
	Change to Municipal Dock Fund Appropriations	0
	Cumulative Increase/Decrease to Municipal Dock Fund Balance	**0**

LEASED PROPERTIES ENTERPRISE FUND REVENUES

Budget Modification 12-4(Z)
Changes to Leased Properties Fund Revenues line items

	Increases	
5344445	State of Alaska - ACS Electricity Reimbursement	50,000
	Total Increases	**50,000**
	Decreases	
	Total Decreases	**0**
TOTAL	**Net Change to Leased Properties Fund Revenues**	**50,000**

LEASED PROPERTIES ENTERPRISE FUND APPROPRIATIONS

Budget Modification 12-4(AA)
Changes to Leased Properties Fund - Court Complex line items

	Increases	
5355621	Electricity	50,000
	Total Increases	**50,000**
	Decreases	
	Total Decreases	**0**
TOTAL	**Net Change to IT Services Fund Appropriations**	**50,000**

	TOTAL CHANGE TO LEASED PROPERTIES FUND REVENUES	
	Total Increases	50,000
	Total Decreases	0
	Cumulative Change to Leased Properties Fund Revenues	**50,000**

	TOTAL CHANGE TO LEASED PROPERTIES FUND APPROPRIATIONS	
	Total Increases	50,000
	Total Decreases	0
	Cumulative Change to Leased Properties Fund Appropriations	**50,000**

	TOTAL CHANGE TO LEASED PROPERTIES FUND BALANCE	
	Change to Leased Properties Revenues	50,000
	Change to Leased Properties Appropriations	50,000
	Cumulative Increase/Decrease to Leased Properties Fund Balance	**0**

EMPLOYEE GROUP BENEFITS INTERNAL SERVICE FUND APPROPRIATIONS

Budget Modification 12-4(AB)
Changes to Employee Group Benefits line items

	Increases	
5450723	Premium Life AD&D LTD	35,000
	Total Increases	**35,000**
	Decreases	
5450646	Claims Paid	(35,000)
	Total Decreases	**(35,000)**
TOTAL	**Net Change to Employee Group Benefits Appropriations**	**0**

	TOTAL CHANGE TO EMPLOYEE GROUP BENEFITS FUND REVENUES	
	Total Increases	0
	Total Decreases	0
	Cumulative Change to Employee Group Benefits Fund Revenues	**0**

	TOTAL CHANGE TO EMPLOYEE GROUP BENEFITS FUND APPROPRIATIONS	
	Total Increases	35,000

	Total Decreases	(35,000)
	Cumulative Change to Employee Group Benefits Fund Appropriations	**0**

	TOTAL CHANGE TO EMPLOYEE GROUP BENEFITS FUND BALANCE	
	Change to Employee Group Benefits Fund Revenues	0
	Change to Employee Group Benefits Fund Appropriations	0
	Cumulative Increase/Decrease to Employee Group Benefits Fund Balance	**0**

VEHICLE & EQUIPMENT MAINTENANCE INTERNAL SERVICE FUND APPROPRIATIONS

Budget Modification 12-4(AC)

Changes to V&E Maintenance Department line items

	Increases	
5750502	Overtime	15,000
5750510	Social Security	1,000
5750623	Heating Fuel	30,000
	Total Increases	**46,000**
	Decreases	
5750501	Salaries	(20,000)
5750507	Longevity Bonus	(1,500)
5750508	Leave Cashout	(15,698)
5750516	Workers Comp	(5,562)
5750721	Insurance	(3,240)
	Total Decreases	**(46,000)**
TOTAL	**Net Change to V&E Maintenance Fund Appropriations**	**0**

	TOTAL CHANGE TO V&E MAINTENANCE FUND REVENUES	
	Total Increases	0
	Total Decreases	0
	Cumulative Change to V&E Maintenance Fund Revenues	**0**

	TOTAL CHANGE TO V&E MAINTENANCE FUND APPROPRIATIONS	
	Total Increases	46,000
	Total Decreases	(46,000)
	Cumulative Change to V&E Maintenance Fund Appropriations	**0**

	TOTAL CHANGE TO V&E MAINTENANCE FUND BALANCE	
	Change to V&E Maintenance Revenues	0
	Change to V&E Maintenance Appropriations	0
	Cumulative Increase/Decrease to V&E Maintenance Fund Balance	**0**

TOTAL CHANGE TO OVERALL CITY BUDGET

	Change to Revenues Increase/(Decrease)	***417,292***
	Change to Appropriations Increase/(Decrease)	***417,292***
	These changes *INCREASE* ↑ the overall expenditures/expenses of the City by	**0**

Section 3. Effective Date. This ordinance becomes effective immediately upon adoption.

PASSED AND APPROVED THIS __ DAY OF JUNE 2012 BY A VOTE OF __ IN FAVOR AND __ OPPOSED.

ATTEST:

_____
Joseph A. Klejka, Mayor

_____
Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	12-25		
Date action introduced:	June 18, 2012	Introduced by:	Mayor Klejka
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: Approving an action plan and corresponding requirements for hiring an In-house City Attorney.

Route to:	Department/Individual:	Initials:	Remarks:
	City Manager		
	City Clerk		

Attachment(s): Resumes from the current applicants.

Amount of fiscal impact		Account information:
	No fiscal impact	
	Funds are budgeted for.	
Unknown	Funds are not budgeted. Budget modification is required. Affected account number:	10-51-642

1. Hiring an attorney to work with the City Council in establishing interview questions.
    - If approved, administration hopes to have interview questions available for Council's review/modification at the June 26th Regular City Council Meeting.
2. Hiring an attorney to sit in on the candidate interviews with the City Council and provide feedback to the City Council on the candidate's responses.
    - If approved, it is the recommendation to request the services of former City of Bethel Attorney Luanne Culter to perform these services. She represented the City for many years and is therefore familiar with not only municipal law, but our community specifically.
    - The Council may want to provide a max contract amount for the services mentioned.
3. Tentatively setting up interview dates (first may occur on June 27th) and requesting administration contact the applicants to begin arranging the interviews.
4. Interview method options: in person, telephonic or video conferencing.

**Please note, employment interviews are not subject to an Executive Session.

CITY OF BETHEL

Lee Foley< lfoley@cityofbethel.net>

Fw: City Attorney Position (oops)

1 message

Anne Marshall< emptortexas@yahoo.com> Thu, May 17, 2012 at 3:55 PM
To: lfoley@cityofbethel.net

--- On **Thu, 5/17/12, Anne Marshall** *<emptortexas@yahoo.com>* wrote:

From: Anne Marshall <emptortexas@yahoo.com>
Subject: City Attorney Position
To: lfoley@cityofbethel.net
Date: Thursday, May 17, 2012, 3:53 PM

Dear Mr. Foley:

I am attaching my resume', as we discussed today, in application for the City Attorney position.

As you may see, I lived and worked in Bethel from January 5, 2005 to October, 2006, both as Attorney IV for Office of Public Advocacy and private attorney. During my time as private attorney, I had occasion to work with Carolyn, your previous city attorney, and have some familiarity with the workings of the City.

In recent years, I have primarily worked as a criminal attorney, but you will note I have been an Assistant City Attorney with the City of Corpus Christi, and I remember that experience as a very positive one.

I recently returned to Texas to address a family emergency, but that situation has improved and I am free to return to Alaska. My license as an Alaska attorney is currently suspended for late payment of inactive dues, but it is merely a matter of paying the dues to become reinstated, I believe.

Feel free to call me if you have questions,

Sincerely

Anne M. Marshall, J.D.
att:RESUME'

(512) 944-2680

anneresjan2012.wpg.doc
28K

ANNE M. MARSHALL
PO Box 112
Rosanky, TX 78753
(512) 944-2680
emptortexas@yahoo.com

Education: Doctor Jurisprudence, University of Texas School of Law.
Master of Science, Ok. State University, Stillwater, OK, (Sociology) GPA 4.0
Bachelor of Arts, California State University at Turlock, CA (English Lit.)

Admissions: All Federal Courts, Texas. State Bar of Texas, Federal Court, Anchorage; Fifth Circuit Court of Appeals, New Orleans; Alaska Bar 2005.

WORK EXPERIENCE, ATTORNEY

Private Practice, Anchorage, 6/28/06 to present. Felony and misdemeanor defense, general civil practice, admitted to CJA Panel for Federal appointments to indigents.

Assistant Public Advocate, State of Alaska, Bethel Division, Attorney IV, 1/04/05 to 6/28/06. Felony and misdemeanor defense, juvenile defense, CINA defense, guardianship and probate cases for indigents.

Hearings Officer II, Texas Workforce Commission, 11/03 to 11/04. Administrative law judge, appeals hearings re. UI benefits. Conducted hearings and wrote opinions, approx. 28/week.

Private Practice, 11/02/02 -11/03/03. Court appointments in Federal and State District Courts, retained cases, misdemeanors and felonies, some civil practice with trial; employment law.

Assistant Attorney General IV, Postconviction Writs, 7/01/02-11/01/02.. Wrote responses to postconviction writs of habeas corpus filed federally. Trained attorneys in conducting hearings.

Attorney IV, Program Attorney, for Texas Workers' Compensation Appellate Judges, 2/01/02 to 7/01/02. Wrote opinions for appealed Workers' Compensation cases for administrative judges.

Self employed, Private Practice: 9/91 to 2/01/02. Criminal practice and employment law. President, Coastal Bend Criminal Defense Lawyers Association, 1995. "Outstanding Criminal Defense Lawyer of the Year", 1995. Tried cases in State and Federal courts; did appeals for both State and Federal courts. Panel attorney for Fraternal Order of Police (administrative defense of disciplinary actions). Plaintiff and defense of employment law cases, through jury trial. Capital Murder qualified for Nueces County Judicial district appointment list.

Assistant District Attorney, Nueces County D.A. office, Texas. 7/89-9/91. First chair prosecution of felonies, hearings, motions to revoke, etc.. Also intake, indictment drafting, grand jury presentation, special assignments such as Capital Murder, white-collar theft, etc.. Assisted in training new prosecutors.

Chief Prosecutor and Prosecutor, City of Corpus Christi Municipal Court. (11/86 to 7/89, see below) Trying cases, drafting complaints, writing opinions as requested on ordinances, etc.; management and supervision of other prosecutors, training new attorneys, memo drafting, etc. Trial of all appeals (de novo in County Courts of Law).

Assistant City Attorney, Collections. Transferred from Municipal Court., collections, memos, ordinance drafting, risk management advice, employment law,etc.. Transferred back to Municipal Court as Chief Prosecutor.

Other Professional Experience:
Research Assistant II, for Southwest Educational Development Laboratory, Austin, TX. Designed and executed research in children and television for Federal grant. Wrote and published children's books on critical thinking, Federal grant. (Research Sociologist)

College Instructor, Ms. Gulf Coast Junior College. Instructor in Sociology part-time.
Publication: "The Perjurious Defendant; ethical issues" Corpus Christi Lawyer magazine, 1996.
Candidate for District Court Judge, 1996, primary.

Professional references:

Angela Greene Assistant Public Defender
Public Defender's Office, Barrow
Barrow, AK 99723
(907)852-2520

Richard Desautel
Girdwood, AK
(907) 887-6262

District Attorney Leslie Poynter-Dixon (retired)
P.O. Box 636,
Edgewood, TX 75117
(903)-896-7649.

Patty Burley
PO Box 2715
Bethel AK 99559-2715
(907) 543-3098 or 545-0506
pattyburley@yahoo.com

April 30, 2011

Lee Foley, City Manager
City of Bethel
PO Box 1388
Bethel AK 99559

Re: City Attorney Position

Dear Mr. Foley:

I am writing in reference to the City Attorney Position for the City of Bethel. The recent opening has prompted me to forward my resume for your consideration. As explained more thoroughly in this letter, I have a strong commitment to the legal profession and to the community of Bethel in particular. Below is a summary of my experience.

Shortly after graduating law school, I went to work for Judge Dale O. Curda as his law clerk. Bethel's courthouse has one of the busiest per capita caseloads of any courthouse in the State. As a judicial clerk, I was provided with a strong introduction to criminal law and the court system. It also presented me with some unusual opportunities, such as being a marriage commissioner, a law librarian, a criminal clerk, and a bailiff, often all in one day. Because the law clerk wears so many hats, it became crucial that I not only learn all about the Alaska Court System, but that I also learn the numerous job functions of the many employees here. You just never knew what you would be called upon to do on any given day.

In addition to the day-to-day duties, as a law clerk I was also responsible for assisting the court in its various meetings and interactions with other offices and agencies. I coordinated CLE's, and acted as the liaison and presentation coordinator for the various court visitors and state officials who visited the area.

Following the clerkship, I worked for the Regional Tribal Corporation, the Association of Village Council Presidents (AVCP). I began as the Indian Child Welfare Attorney and quickly advanced to Director of the Child Welfare program. As attorney and Director, I was responsible for a caseload which averaged 225 cases and I supervised the Child Welfare staff both in Bethel and in 20-35 of the 56 remote villages of the Region. Other duties included budget development and implementation, developing and implementing data tracking for program success and evaluation, as well as preparation and presentation of various reports to the Tribes, the Bureau of Indian Affairs (BIA) and the Alaska Office of Children's Services.

Gradually, my duties and responsibilities at AVCP expanded to include program development and expansion of services. As an assistant to the Division Director, I was responsible for planning, implementing and evaluating regional initiatives, pilot programs and other innovations involving multiple internal departments as well as outside statewide agencies. The goal was to bring existing social service programs together into a comprehensive wrap-around approach for families-in-need. In order for the projects to succeed, it was critical that I develop leadership efforts at the villages supported by mentoring and coaching for village staff, the vast majority of who lacked more than a high school education.

Key to my responsibilities at AVCP was the ability to work with various judicial, state and federal employees. It was critical to understand not just the role which each agency played, but where the programs overlapped and how each program could help each other in providing more comprehensive services to families-in-need. Together we collaborated on several grant proposals and training seminars covering a wide range of child welfare topics.

After a brief time improving my trial skills at the District Attorney's office, I returned to the courthouse in the position of Magistrate. While in that position I worked to improve a community based diversionary program for teenagers caught with alcohol. This program led me to create a database focusing on minors cited with consuming alcohol over a 5-year period and how that charge, coupled with how they were processed through the court system, had an impact on future recidivism. While this project is not yet completed, it is yielding interesting results.

As a magistrate, I was also involved in a number of projects geared at educating the public about the court system and at improving court processes overall. I developed a strong working relationship with local law enforcement agencies, the school district, the Office of Children's Services and a number of other agencies that interact with the court on a regular basis. I sat on a committee that reviewed procedures inside the court and which aspired to find ways to offer training and support so that customer service could continue to improve while at the same time providing opportunities for employees to learn new skills.

During my personal time, I developed a curriculum for a youth court. That curriculum was approved by the local school district with plans to include it as a multi-semester course beginning in the fall of 2012 provided qualified teachers can be obtained. I have campaigned for donations to purchase and secure textbooks for the course and I have tested the curriculum by volunteering at the local Youth Facility. My goal is to assist in creating several youth courts in this area: one at the juvenile jail, one at the local high school and others in the villages in this Region. By giving students a fun way to learn research, writing and oral skills, I hope to bolster their self-esteem and reduce the rate of teen alcoholism that is so prevalent in the Region.

My resume contains a brief summary of my qualifications, experience and accomplishments. Based on my interests and qualifications, I believe I am an ideal candidate for a position with the City. I am available to speak with you, or your representative, upon fairly short notice. Please feel free to contact me at the above address/telephone number/email address if I can answer any questions or assist you in any manner.

I thank you for your time and consideration of my candidacy, and I look forward to speaking with you.

Sincerely yours,
Patty Burley
Patty Burley

PATTY BURLEY

P.O. Box 2715
Bethel, Alaska 99559
(907) 543-3098
btvpatty@yahoo.com

LEGAL EMPLOYMENT:

Alaska Court System, Bethel, Alaska
Magistrate (February 2009 to February 2012)
Duties: Assist and advise members of the public; preside over various types of legal hearings; developed a Minor Consuming Alcohol court; developed a data project on the impact of alcohol consumption and interaction with the court system; liaison between court and other agencies; member of court improvement teams for both the Bethel court and the Statewide Child in Need of Aid project.

State of Alaska, Department of Law, Bethel, Alaska
Assistant District Attorney (2008 to 2009)
Duties: Manage misdemeanor caseload.

Association of Village Council Presidents, Bethel, Alaska
ICWA Attorney/Director of Family Preservation Department
September 2002 to 2008
Duties: Representing all AVCP compacted villages in Alaska Court matters involving the removal of native children from their homes; development, presentation and monitoring of program budgets; Staff development including hiring, firing, evaluating, disciplinary actions, grievances and facilitating working relationships; strategic planning; program evaluation; inter-agency coordination and facilitation on numerous social welfare issues.

Alaska Court System, Bethel Superior Court, Bethel, Alaska
Law clerk, August 2001 to August 2002
Duties: Researching and summarizing issues presented to the court; drafting orders and opinions for judge and magistrates; maintaining and updating law library; bailiff during trials; maintaining motion tracking and calendar for judge; responsible for making Bethel an official CLE video replay site for the Alaska Bar Association.

Office of Chief Counsel, Kansas Department of Transportation
Topeka, Kansas
Legal Assistant, 2000 to 2001
Duties: Researching Eminent Domain issues, zoning and planning issues and Indian Law issues; drafting internal memorandum

OTHER EMPLOYMENT:	*M.E. Preschool* Bethel Alaska Preschool Aide II, Feb 2012 – May 2012 Duties: Assist classroom teacher with maintaining appropriate sanitary and dietary standards in the preschool; supervising 20 children ranging in age from three to five; assisting children in developing their fine motor, verbal, and gross motor skills, assisting children to develop logic, reasoning, counting and sorting skills
EDUCATION:	*University of Alaska Southeast*, Juneau, Alaska Candidate for Masters in Public Administration *Washburn University School of Law*; Topeka, Kansas Juris Doctorate Degree with Dean's Honors (July 2001) Moot Court (2000 to 2001) Top Oral Argument, Moot Court (Fall 2000) *Northwestern School of Law of Lewis & Clark College*, Portland, Oregon Indian Summer Program, Summer 2000 Co-published Indian Gaming Law Sourcebook *Florida State University*, Tallahassee, Florida B.S. Psychology and B.S. Criminology (1991) *Miami Dade Community College*, Miami, Florida A.A. Psychology (1988)
ACCOMPLISHMENTS:	*Curriculum Developer & Teacher,* Bethel Youth Court 2008 to Present *Frequent Lecturer and trainer for the Bureau of Indian Affairs (BIA)* (2003- Present) *Planning Member and Facilitator for the Alaska Strategic Plan as it relates to PART (Performance Accountability Rating Tool) and GPRA (Government Performance Results Act)* 2005 & 2006 *Member of Executive Board of Alaska Indian Child Welfare Association (ANICWA)* 2004-2005 *Presenter, BIA ICWA Provider's Conferences 2003 – 2006* *Co-Facilitator of Presentation on Proposed Amendments to ICWA,* October 2003
LANGUAGES:	Fluent in Spanish & English

CITY OF
BETHEL

Lee Foley< lfoley@cityofbethel.net>

CareerBuilder Job Application :995908 City Attorney The City of Bethel in rural Alaska is seeking a

1 message

Jeffrey Gould< fromjag@comcast.net> Sat, Apr 28, 2012 at 6:34 AM
Reply-To: fromjag@comcast.net
To: "lfoley@cityofbethel.net" <lfoley@cityofbethel.net>

You have received an application to your job posted on CareerBuilder. You can respond to this candidate by replying to this email. Your Reference ID for this job is 995908.

Job Information

Job Title: City Attorney The City of Bethel in rural Alaska is seeking a
Location: US-AK-Anchorage
Job Details: http://www.CareerBuilder.com/Jobseeker/Jobs/JobDetails.aspx?job_did=J3H6KR6KQTNNDHXSMFD

Contact Information

Name: Jeffrey Gould
Phone: 520-808-4435
Email: fromjag@comcast.net

Cover Letter

Jeffrey A. Gould
730 West Roller Coaster Road Phone: 520-808-4435
Tucson, AZ 85704 Email: fromjag@comcast.net

To Whom It May Concern:

I was both fortunate and proud to be employed as Mentoring Program Director for the Federal Department of Labor Prisoner Re-Entry Initiative (PRI) through Old Pueblo Community Foundation (OPCF) and Pima Prisoner Re-entry Partnership (PREP), Primavera. Establishing intra-agency teamwork and collaboration: we advanced Mentoring services for the participants from 10/06 when PREP/Mentoring was ranked in the lowest 5 of the 30 PRI sites nationwide, through 2008 where PREP/Mentoring moved up to 4th nationwide; and reduced recidivism at participant levels to below 20 percent.

I embraced this as an opportunity working with over 300 volunteer mentors and mentees to continue to capitalize on my ability to undertake a large and widely varied array of projects, learn quickly, utilize available computer resources, listen, communicate, network, find effective solutions, and maintain a sense of humor.

I have spent the last eight (8) years evaluating my life and the choices I have made to this point. I have always tried to help people, as an advocate or otherwise. I am proud of my professional accomplishments and varied work history and learned that most things in life are a privilege, not a right. I spent several years mired in the quicksand of alcoholism and at one point I was very much part of the at-risk population that I now serve. I am a recovering alcoholic with eight (8+) years of sobriety. I undertook to refocus, personally and professionally and have found that I can only help myself by being of service to others. I am candid, open in all my endeavors, willing to change, and thereby learn from my past.

Regaining gratitude and perspective, I am now patient, humble, detail oriented and focused. This empowered and allowed me to open a small business in a time of economic uncertainty while always emphasizing integrity, accountability and on-time completion of projects as Just Jeff: "The How May I Help You?" Handyman. This business is intact and growing.

Working with volunteers, also as a volunteer and small business owner in this community has already given me back more than I could ever return - focus, structure, and the flexibility to move forward. Each day brings new growth and opportunities to serve the community. I welcome the opportunity to discuss the results you can expect from me as an asset and team member of your organization. Thank you for your time and consideration.

With gratitude,

Jeffrey A. Gould

Resume

Jeffrey A. Gould
730 West Roller Coaster Road
Phone: 520-808-4435
Tucson, AZ 85704
Email: fromjag@comcast.net

SUMMARY:
Active out of state attorney with 15 years experience in legal, financial, marketing and business development. Small business owner. Strong representational, organizational and supervisory skills. Successfully direct large case loads, manage and apply teamwork with co-workers. Emphasis on plaintiff's personal injury and/or insurance defense. A life-long Alaskan relocated to Arizona for the past 9 years, who now enjoys "hands on" involvement in the community, with volunteers and organizations that are creative and empower people by advancing social and economic justice. Small business owner thriving on challenge and the opportunity to apply a wide variety of skills. Gratitude.

EXPERIENCE:
Sole Proprietor Just Jeff Tucson, AZ 2009

Just Jeff: The "How May I Help You?" Handyman. Troubleshoot, problem solve, readily interpret vague instructions of a complicated nature, clarify and respond to challenges with a "get the job done" attitude. Grasp client's requirements and needs quickly, cost effectively and complete jobs in a timely meet-and-exceed manner. Negotiate and monitor preventative maintenance contracts and service. Energetic, with a broad range of general home maintenance and repair skills: interior brush, spray painting, wallpapering and dry walling; patio, grounds landscaping, irrigation and upkeep; roof repair, leaks, waterproofing problems and plumbing. Carpentry jobs - including restoration, refinishing of antique furniture.

Mentoring Empowerment Program Director OPCF Tucson, AZ 2006 - 2008

Old Pueblo Community Foundation: Mentoring Program for the Federal Department of Labor and Pima Prisoner Re-Entry Partnership (PREP). Help newly released men and women to attain stable employment, a greater quality of life and improve the transition back into the community. Recruit, train, match, and oversee 300 volunteer mentor and mentee interactions to empower re-entry individuals to reconnect to the community, attain stable employment and make positive life choices.

Volunteer Resources Program Assistant SAAF Tucson, AZ 2005 - 2006

Southern Arizona AIDS Foundation: Volunteer training, education in HIV/AIDS awareness, prevention and outreach. Foster and develop ongoing outreach and relationships with current and potential volunteers and community organizations by enhancing SAAF Volunteer and Development Division's communications.

Verification and Fund Raising Associate Xentel Inc. Tucson, AZ 2002 - 2004

Administrative support liaison between management and staff. Responsible for weekly verification, collection and agency interaction regarding non-tax-deductible fundraising contributions on behalf of the Tucson Police, Fire and Pima County Sheriff Department.

Sole Practitioner Law Office of Jeffrey A. Gould Anchorage, AK 1998 - 2001

High-volume personal injury practice emphasizing plaintiff's personal injury, insurance, claims and first party contractual insurer bad faith. Independent contract work on a variety of issues. Sole practitioner with multiple roles as attorney, administrator, paralegal, secretary, law clerk, marketer and receptionist. Direct quarterly revolving caseloads of 35 (+) clients through all phases of negotiation, mediation, binding arbitration and/or litigation to resolution.

Litigation Specialist Progressive Auto Insurance Anchorage, AK 1996 - 1998

High Exposure Loss Profiler (HELP). Risk analysis, liability determination, allocation and in-house counsel. Direct Progressive Alaskan insurance claims handling practices and all Alaskan litigation through outside counsel. Manage large-volume, high-exposure injury cases throughout Alaska on all pretrial and trial litigation, mediation and/or arbitration to resolution. Develop ongoing professional relationships with: majority of Anchorage personal injury plaintiff's and defense bar; numerous nationwide insurance companies; and more importantly, their claims adjusters. Responsible for: management of 40 employees; 7 out-of-house law firms; defense strategies; litigation strategy, including trial management, cost containment and damage exposure reduction.

Senior Associate Guess & Rudd Anchorage, AK 1995 - 1997

Advocate and counsel for numerous insurance companies including Progressive, State Farm, USAA, Travelers, Allstate and E&O Professionals. Represented insureds' interests on claims involving liability and damages, UM/UIM policy limits and policy coverage interpretations, realtor liability, insurance agency and broker liability. Resolution through all phases of litigation, mediation, arbitration and/or trial.

Associate Law Office of William G. Azar Anchorage, AK 1993 - 1995

Representation of high volume personal injury clientele with an average revolving caseload of 75 clients. Mediated, arbitrated or negotiated settlements in first or third party claims against most of Alaska's leading insurance companies. Emphasis on complex, high-exposure claims arising out of passenger aircraft fatalities, wrongful death, vehicle accidents and dog bites.

Law Clerk Birch, Horton, Bittner & Cherot Fairbanks, AK 1990 - 1992

Research and draft legal memoranda, pleadings and briefs involving a variety of civil issues including contract interpretation, municipal corporations, real estate and commercial transactions, insurance coverage, bankruptcy and administrative disputes.

PROFESSIONAL ASSOCIATIONS / EDUCATION

- Board of Directors, Pima Prevention Partnership, 2007 to present - Tucson, AZ
- AZ Dept. of Public Safety, Fingerprint Clearance Card # 2703082993, through 2014
- Southern Arizona Volunteer Managers Association, 2005 to present - Tucson, AZ
- AA, Alcoholics Anonymous, 2004 to present - Tucson, AZ
- Alaska and American Bar Associations: Active out of state licensing 1993 to present (voluntary inactive medical disability, 2001 to 2011). Alaska Bar Id. # 9306021 - Anchorage, AK

- JD, Doctor of Jurisprudence: 1992 - Law, University of Nebraska - Lincoln, NE;
- Am. Jur. Award in Legal Profession and Ethics, 1992
- BBA: 1989 - Finance, University of Alaska - Fairbanks, AK

REFERENCES AVAILABLE UPON REQUEST

Just Jeff JJ RSM 031112.doc
63K

Jeffrey A. Gould

730 West Roller Coaster Road
Tucson, AZ 85704

Phone: 520-808-4435
Email: fromjag@comcast.net

SUMMARY:

Active out of state attorney with 15 years experience in legal, financial, marketing and business development. Small business owner. Strong representational, organizational and supervisory skills. Successfully direct large case loads, manage and apply teamwork with co-workers. Emphasis on plaintiff's personal injury and/or insurance defense. A life-long Alaskan relocated to Arizona for the past 9 years, who now enjoys "hands on" involvement in the community, with volunteers and organizations that are creative and empower people by advancing social and economic justice. Small business owner thriving on challenge and the opportunity to apply a wide variety of skills. Gratitude.

EXPERIENCE:

Sole Proprietor Just Jeff Tucson, AZ 2009

Just Jeff: The "How May I Help You?" Handyman. Troubleshoot, problem solve, readily interpret vague instructions of a complicated nature, clarify and respond to challenges with a "get the job done" attitude. Grasp client's requirements and needs quickly, cost effectively and complete jobs in a timely meet-and-exceed manner. Negotiate and monitor preventative maintenance contracts and service. Energetic, with a broad range of general home maintenance and repair skills: interior brush, spray painting, wallpapering and dry walling; patio, grounds landscaping, irrigation and upkeep; roof repair, leaks, waterproofing problems and plumbing. Carpentry jobs - including restoration, refinishing of antique furniture.

Mentoring Empowerment Program Director OPCF Tucson, AZ 2006 - 2008

Old Pueblo Community Foundation: Mentoring Program for the Federal Department of Labor and Pima Prisoner Re-Entry Partnership (PREP). Help newly released men and women to attain stable employment, a greater quality of life and improve the transition back into the community. Recruit, train, match, and oversee 300 volunteer mentor and mentee interactions to empower re-entry individuals to reconnect to the community, attain stable employment and make positive life choices.

Volunteer Resources Program Assistant SAAF Tucson, AZ 2005 - 2006

Southern Arizona AIDS Foundation: Volunteer training, education in HIV/AIDS awareness, prevention and outreach. Foster and develop ongoing outreach and relationships with current and potential volunteers and community organizations by enhancing SAAF Volunteer and Development Division's communications.

Verification and Fund Raising Associate Xentel Inc. Tucson, AZ 2002 - 2004

Administrative support liaison between management and staff. Responsible for weekly verification, collection and agency interaction regarding non-tax-deductible fundraising contributions on behalf of the Tucson Police, Fire and Pima County Sheriff Department.

Sole Practitioner Law Office of Jeffrey A. Gould Anchorage, AK 1998 - 2001

High-volume personal injury practice emphasizing plaintiff's personal injury, insurance, claims and first party contractual insurer bad faith. Independent contract work on a variety of issues. Sole practitioner with multiple roles as attorney, administrator, paralegal, secretary, law clerk, marketer and receptionist. Direct quarterly revolving caseloads of 35 (+) clients through all phases of negotiation, mediation, binding arbitration and/or litigation to resolution.

Litigation Specialist Progressive Auto Insurance Anchorage, AK 1996 - 1998

High Exposure Loss Profiler (HELP). Risk analysis, liability determination, allocation and in-house counsel. Direct Progressive Alaskan insurance claims handling practices and all Alaskan litigation through outside counsel. Manage large-volume, high-exposure injury cases throughout Alaska on all pretrial and trial litigation, mediation and/or arbitration to resolution. Develop ongoing professional relationships with: majority of Anchorage personal injury plaintiff's and defense bar; numerous nationwide insurance companies; and more importantly, their claims adjusters. Responsible for: management of 40 employees; 7 out-of-house law firms; defense strategies; litigation strategy, including trial management, cost containment and damage exposure reduction.

Senior Associate Guess & Rudd Anchorage, AK 1995 - 1997

Advocate and counsel for numerous insurance companies including Progressive, State Farm, USAA, Travelers, Allstate and E&O Professionals. Represented insureds' interests on claims involving liability and damages, UM/UIM policy limits and policy coverage interpretations, realtor liability, insurance agency and broker liability. Resolution through all phases of litigation, mediation, arbitration and/or trial.

Associate Law Office of William G. Azar Anchorage, AK 1993 - 1995

Representation of high volume personal injury clientele with an average revolving caseload of 75 clients. Mediated, arbitrated or negotiated settlements in first or third party claims against most of Alaska's leading insurance companies. Emphasis on complex, high-exposure claims arising out of passenger aircraft fatalities, wrongful death, vehicle accidents and dog bites.

Law Clerk Birch, Horton, Bittner & Cherot Fairbanks, AK 1990 - 1992

Research and draft legal memoranda, pleadings and briefs involving a variety of civil issues including contract interpretation, municipal corporations, real estate and commercial transactions, insurance coverage, bankruptcy and administrative disputes.

PROFESSIONAL ASSOCIATIONS / EDUCATION

- Board of Directors, Pima Prevention Partnership, 2007 to present - Tucson, AZ
- AZ Dept. of Public Safety, Fingerprint Clearance Card # 2703082993, through 2014
- Southern Arizona Volunteer Managers Association, 2005 to present - Tucson, AZ
- AA, Alcoholics Anonymous, 2004 to present - Tucson, AZ
- Alaska and American Bar Associations: Active out of state licensing 1993 to present (voluntary inactive medical disability, 2001 to 2011). Alaska Bar Id. # 9306021 - Anchorage, AK
- JD, Doctor of Jurisprudence: 1992 - Law, University of Nebraska - Lincoln, NE;
- Am. Jur. Award in Legal Profession and Ethics, 1992
- BBA: 1989 - Finance, University of Alaska - Fairbanks, AK

REFERENCES AVAILABLE UPON REQUEST

Elizabeth (Beth) L. White
Attorney at Law

200 W. 34th Ave., #109 Anchorage, Alaska 99503
bethlwhite@rocketmail.com
907-244-0942; 936-443-0110
May 20, 2012

City of Bethel
Attn: Mr. Lee Foley
City Manager
lfoley@cityofbethel.net

RE: City Attorney position

Dear Mr. Foley:

Attached you will find my resume in response to the job posting for City Attorney for the City of Bethel. I have been licensed with the Alaska Bar Association since 1997. My recent experience working with the North Slope Borough Law Department and living in Barrow has increased my interest in legal issues that affect local governments in rural Alaska. The position with the City of Bethel presents the right opportunity to combine the legal and rural Alaska experience that I have to offer.

In my career as an attorney, I have a number of years of experience in municipal law matters. Responsibilities have covered different areas, such as drafting ordinances and resolutions, attending council and assembly meetings and workshops, addressing municipal finance, utilities, and real estate matters including tax foreclosures and oil and gas property tax questions, and filing various actions for governmental entities. Also, I have drafted and reviewed public contracts and purchase orders for procurement for municipal departments. Other positions that I have held in Alaska have been with the State of Alaska, as an Attorney IV, and with the Municipality of Anchorage. My legal background also includes service as an officer in the Judge Advocate General's Corps in the National Guard and Army Reserve, in addition to civil law and prosecutorial positions. My legal experience includes providing legal advice to elected and appointed officials, while maintaining an objective view of the issues.

I am a graduate of the University of Houston Law Center and a member in good standing with the Bar organizations in Alaska and Texas. In my career, I have developed the expertise to reach consensus among parties, personnel and agencies, and those skills required for issues which involve litigation.

I look forward to hearing from you to discuss the City Attorney position for the City of Bethel. Thank you for your consideration.

Very truly yours,

Elizabeth (Beth) L. White /s/

Elizabeth (Beth) L. White

Attorney at Law

200 W. 34th Ave, # 109
Anchorage, Alaska 99503
bethlwhite@rocketmail.com
907-244-0942; 936-443-0110

SUMMARY OF QUALIFICATIONS

- Municipal and state government representation, administrative and appellate experience; adept at cultivating strong relationships with individuals from varied organizations and backgrounds including community groups and government agencies.
- Excellent verbal and legal research and writing skills; transactional experience in real estate law, contracts, employment agreements; able to assess client needs and deliver persuasive arguments in court.
- Served as advisory board member and board member for non-profit organizations.

PROFESSIONAL EXPERIENCE

Municipal/Litigation

Career experience: municipal law-draft ordinances, resolutions, regulations, respond to public records requests, provide legal advice to municipal officials, officers, and departments; civil litigation and mediation; appeals; defense and prosecution; Judge Advocate General's Corps-reserve service, Army National Guard.

Contract legal services for variety of law firms, non-profit corporations, and governmental entities - drafting trial, appellate, and general transactional documents.

Administrative/Transactional

Administrative hearings and appeals with various governmental agencies, including Alaska State Commission for Human Rights; military tribunals and workers compensation boards; transactional-real estate law, land use planning; contracts, workers compensation, employment law; non-profit corporate law.

WORK HISTORY

2011-present	Law Office of Vassar & White, LLC, Of Counsel	Anchorage, Alaska
2010-2011	North Slope Borough Law Department, Assistant Borough Attorney	Barrow, Alaska
2008-2009	Elizabeth L. White, Attorney at Law	Anchorage, Alaska
2006-2007	State of Alaska, Dept. of Administration, Attorney IV	Anchorage, Alaska
2003-2005	Elizabeth L. White, Attorney at Law	San Antonio, Texas
1997-2002	Municipality of Anchorage, Assistant Municipal Prosecutor, Contract Attorney for Municipality	Anchorage, Alaska
1994-1996	White & Le Bas, Attorneys at Law	Amarillo, Texas
1989-1994	Army National Guard, Judge Advocate General's Corps; 63rd Judicial District, Assistant District Attorney	Camp Mabry, Texas Del Rio, Texas

EDUCATION

J.D., University of Houston Law Center, Houston, Texas, 1988; Gulf Coast Legal Foundation Law Student Award.
Honors B.A., University of Texas, Austin, Texas; Dean's List and Presidential Honor Scholar Award.

PROFESSIONAL AFFILIATIONS

Member, Alaska Bar Association, 1997.
Member, State Bar of Texas, 1989.

Hi Lori,

It was so good to hear from you. I just got the OK from my supervisor that I am allowed to do this (it is considered outside work), however, I wish to donate my time for this endeavor. I get off work every day by 5:30, so anytime after that I could do this, but also, some hours during the day are allowed (and encouraged) to use for volunteer work. I am leaving for Chicago on business on June 22nd and will be back July 4, so better earlier than later I'd guess. Please feel free to call me at work or home and let me know what you all need.

Work number is 543-6931, my cell is 545-3488 and home is 543-3452. I'm always excited to help out. Thanks for the offer,

Sharon

Hi Lori. I would be very interested in helping the Council hire a new attorney. However, I am not able to assist the last week of June as I am in trial through that week. If Council would like my help in July, I could certainly help. My only conflict is that my brother in law is coming to Alaska for the first time ever July 10-17 so I would need to be in Anchorage all of that week. Otherwise, I can help at any other time in July.

If that still works for the Council, please let me know. If not, please thank them for considering me.

My hourly rate would be my current rate which we are charging the City for.

Thanks again for considering me.

Louisiana W. Cutler
K&L Gates LLP
420 L St. Suite 400
Anchorage, AK 99501
Phone: 907-777-7630
Fax: 907-865-2443
louisiana.cutler@klgates.com
www.klgates.com

*** At this time, I am not sure of the cost Louisiana Cutler will charge for her services. Once received, I will provide them to the council.

Lori

NEGOTIATED AGREEMENT
Between
City of Bethel, Alaska
And
Lee M. Foley

THIS AGREEMENT, by and between the City of Bethel, Alaska, a municipal corporation ("Employer"), and LEE M. FOLEY ("Employee") hereby agree and understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of said Employee as City Manager of the City of Bethel, Alaska ("City"), as provided by Section AS 29.20.500 of the Alaska Statutes; and

WHEREAS, it is the desire of the Council ("Council") of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Council to secure and retain the services of Employee by and through the terms of this Agreement; and

WHEREAS, Employee desires to accept employment as City Manager pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Employer and Employee agree as follows:

Section 1. POWERS AND DUTIES

Employer hereby agrees to employ LEE M. FOLEY as City Manager of the City to perform the functions, powers and duties specified in Section AS 29.20.500 of the Alaska Statutes, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2. TERM

A. Employee shall serve at the pleasure of the 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 5, paragraph A 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 City Manager, subject only to those provisions set forth in Section 5, paragraph B, of this Agreement.

C. Employee shall reside within the City Limits of Bethel.

Section 3. DURATION

This Agreement shall become effective when signed and executed and shall continue for a term of two years. The term of the Agreement may be extended only upon the mutual written agreement of both parties. If either of the two parties desire to extend Employee's employment beyond the termination date, they must notify the other party in writing of their proposal no later than three (3) months prior to the Agreement's termination.

Section 4. SALARY

For the first twelve (12) months of employment under the terms of the Agreement, Employee shall be paid a base salary of $102.295, payable in installments at the same time as other employees of the Employer. Employee's base salary shall be increased 2.5% annually on December 17.

Section 5. TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the majority vote of the Council before the duration of this Agreement has expired, the Employee will be provided a lump sum payment by payroll check equal to three (3) months aggregate salary.

B. In the event Employee voluntarily resigns his position with Employer before the duration of this Agreement has expired, the Employee will assist the Employer in identifying a qualified replacement and will aid in the orderly transition of the duties and powers of the position. For purposes of this Agreement, sufficient time will be a minimum of sixty (60) calendar days, unless both parties agree in writing to a lesser time span.

Section 6. EMPLOYEE EVALUATION

A. Purpose
Evaluation of the performance of the Employee shall be directed toward improving the performance of the Employee, and include information that identifies self-improvement and positive manifestations of management and leadership.

B. Evaluation Completion Date

The Employee shall be provided a performance evaluation six (6) months following the execution of this Agreement and thereafter an annual performance review on or about June of each year during the term of this Agreement.

C. Evaluation Instrument

1. The evaluation document used by the Council shall be consistently used throughout the term of this Agreement. Factors to be considered by the Council in this process shall include leadership and management skills, administrative applications and techniques, and interpersonal relationships with Council members, City employees, general public and other business professionals.

2. The Council representative (i.e., the Mayor) will provide the Employee with a copy of the Council approved evaluation instrument within thirty (30) days prior to the start of the employee evaluation process. The Council representative (i.e., the Mayor) will further discuss the evaluation procedure with the Employee as necessary.

3. Before the Mayor provides the Employee with the evaluation instrument referred to in subparagraph C.1 above, the Council and the Employee shall meet to review the evaluation instrument, and identify recommended improvements to it and to the evaluation process.

D. Methodology

1. The Council's evaluation of the Employee will be in writing in accordance with Section 6.C above. The Employee may request one (1) additional written evaluation of his performance.

2. The Council will solicit input from the Employee that will be considered for inclusion in the Employee's evaluation.

3. Acknowledgement of content signed by both the Mayor and the Employee shall be included on each evaluation placed in the Employee's personnel file. The Employee shall be informed that he has the right to review each written evaluation prior to filling such document in his personnel file with the opportunity to comment in writing. The request to comment on his evaluation may not be used against him.

4. Any written complaint (or a copy thereof) made against the Employee by a City employee, Council member, or other person(s) which may be used in evaluating the Employee shall be provided to the Employee with the opportunity to respond in writing to the complaint.

5. Unless mutually agreed otherwise by both the Employer and Employee, no portion of a written evaluation may be made public except as allowed, or required, by law.

Section 7. HOURS/DAYS OF WORK

Employee's position is an executive position requiring the exercise of independent judgment on the part of the Employee and requiring periods of extended work that 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 forever waives any claim for overtime compensation of compensatory time compensation based on hours worked by Employee in excess of eight (8) hours per day or forty (40) hours per week. Any time in excess of the normal hours in a day or week is not compensated or credited in any manner by the Employer.

Section 8. OUTSIDE EMPLOYMENT

Outside employment and business pursuits are prohibited unless first authorized by Council. Any outside employment of 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 unless otherwise provided herein or otherwise agreed to by the Employer.

Notwithstanding the foregoing or any authorization by Council, the Employee is authorized and allowed to perform his duties as the President of SAVE THE WOLVES FOUNDATION, INC., a self-owned, non-profit, 501 (c) (3) entity, during non-business hours, on holidays, and on personal vacation, or leave time. Employee agrees that his duties in this regard will not take precedence over any duties that may arise in the position of City Manager. Further, Employee agrees to perform the duties of the City Manager 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 interests.

Section 9. TELEPHONE

Employer shall provide Employee with a cellular telephone for local and domestic long distance City business usage and pay the monthly service fee and charges.

Section 10: COMPENSATED LEAVES

A. Personal Time Off (PTO)
PTO shall accrue at the rate of 24 hours per month of service. PTO can be accumulated up to a maximum accrual of 425 hours. The Employer agrees to compensate the Employee for all remaining PTO hours at the termination of this agreement.

B. Emergency Leave
The Employer agrees to grant the Employee a maximum of forty (40) hours leave for death or serious illness in the immediate family. For purposes of this type of leave, one's immediate family includes the Employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother or sister.

C. Injury Leave

Should the Employee become injured on the job, he will be entitled to the compensation benefits as provided by the Worker's Compensation Act.

D. Court Leave

The Employee shall be granted leave, with pay, for jury duty, If the Employee is required to appear in court as a defendant as a result of a City matter, the Employer agrees to provide the Employee administrative leave for the court appearance(s). In the event that the Employee is found guilty in a criminal proceeding, the leave will be changed to leave without pay and appropriate salary deduction will be made.

E. Administrative Leave

The Employee may be granted administrative leave with pay by a majority vote of the Council for reasons specified, including attendance at a manager's professional conference. In any event, Employee will not be required to use accrued annual leave when the Council directs or requests him to attend any meeting or conference that is related to the duties of City Manager.

F. Uniformed Service Leave

The Employee is fully retired from the U.S. Navy and has no Reserve component time to serve. However, retired military officers from all services can be recalled to active duty by the appropriate Service Secretary when deemed appropriate. If such an event were to occur, a Uniformed Service Leave of Absence will be granted to the Employee in accordance with federal law and laws of the State of Alaska and the position of City Manager will be reclaimed by the Employee upon completion of the service time per such laws.

G. Holidays

All holidays recognized by the Employer shall be granted to the Employee with holiday pay status provided the same as regular full time and regular part-time positions of the Employer.

Section 11. BENEFITS

A. Employee shall be allowed to participate in the City employee's group coverage plan for full family Life, Accidental Death & Dismemberment, Long Term Disability, Dental, Vision and Health insurance program with no premium deductibles charged to the employee; provided, however, nothing set forth herein shall prevent Employer from modifying, or reducing, benefits currently offered to City employees.

B. Employee shall have the opportunity to participate in the City Utility Services Benefit for the same monthly fee as paid by other City management employees.

C. Employer agrees to purchase on behalf of Employee a whole life insurance policy in the amount of two (2) times the first annual gross salary of Employee. Employer shall pay the required premiums and Employee may name a beneficiary to receive any benefits paid.

D. Retirement: The Employer shall offer the Employee the opportunity to join and participate in the Alaska Public Employees Retirement System (PERS) equal to that which is provided for all other employees of the Employer.

Section 12. INDEMNIFICATION

A. Employee agrees to hold harmless, defend, and indemnify Employer from and against any and all claims and damages, including costs and attorney's fees, caused by or resulting from any intentional or malicious act or omission by Employee during and in the scope of his position as City Manager.

B. Employer agrees to hold harmless, defend, and indemnify Employee from and against any and all claims and damages, including costs and attorney's fees, caused by or resulting from any act or omission of ordinary negligence by Employee in and during the scope of his employment as City Manager, but only to the extent such as act or omission can be insured by Employer at reasonable, affordable premium costs charged by a reasonable, prudent underwriter in the normal course of purchasing municipal liability insurance coverage.

Section 13. BONDING

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

Section 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Council may consider any such other terms and conditions of employment, as it may determine 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, Bethel Municipal Code, or any other laws.

Sections 15. REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce salary, compensation or other benefits of Employee; provided, however, nothing set forth herein shall prevent Employer from modifying, or reducing City employee benefits generally.

Section 16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER:	City of Bethel c/o Mayor Joseph Klejka PO Box 1388 Bethel, AK 99559
(2) EMPLOYEE:	Lee M. Foley PO Box 2748 Bethel, AK 99559

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service or as of the date of deposit of such notice in the course of transmission in the United States Postal Service.

Section 17. GENERAL PROVISIONS

A. This Agreement constitutes the entire agreement between both parties. Any modification or amendment 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 executed by both parties.

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

C. Employer and Employee recognize the need to treat each other with respect, decorum and professionalism and will endeavor to act accordingly.

D. If any provisions 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. The remainder of this Agreement shall not be affected and shall remain in full force and effect.

E. Understanding. Employee acknowledges that the Employee has read and understands the terms of this Agreement, has had the opportunity to review the same with council of his choice, and is executing this Agreement of his own free will.

IN WITNESS WHEREOF, the City of Bethel, Alaska, has caused this Agreement to be signed and executed on its behalf by its Mayor and Council and the Employee has signed and executed this Agreement both in duplicate.

Dated this 17th day of December, 2011

Employer:

By: _____
Joseph Klejka, Mayor
City of Bethel
12/17/11

Employee:

By: _____
Lee M. Foley
12/17/11

Modification Suggestions from the City Manager

EVALUATION CATEGORIES

- Leadership & Management – (Promoting Team effort to accomplish goals; managing City assets effectively, etc.)

- Financial Management (3 successive years of presenting balanced draft budget to the Council for consideration; improvement in annual financial audit results, etc)

- Legal Endeavors – (Settled several major legal issues resulting in recoupment of monies owed the City, etc.)

- Personnel Management – (Annual evaluations performed in a timely manner; managing HR functions; maintaining staff levels as appropriate, etc)

- Writing Ability – (Able to develop correspondence, evaluations, policies, resolutions, ordinances, that are clear, concise, and grammatically correct, etc)

- Interactions With Community Members – (Providing timely assistance with water & sewer issues; freeze-up problems; complaints, and requests)

CITY OF BETHEL
CITY MANAGER EVALUATION —JUNE 12, 2012

City Manager: Lee Foley

Rating: 5 = Excellent; 1 = Needs improvement

Enforcement of Laws and Implementation of Policy Directives	**5**	**4**	**3**	**2**	**1**
Manage the City's administrative affairs according to state statutes and Bethel Municipal Code					
Comments:					
Analysis and development of policies and procedures					
Comments:					
Implement and monitor policies enacted by City Council					
Comments:					
Supervision of City administration and departments					
Comments:					
Problem solving and conflict resolution					
Comments:					
Management and valuation of cultural diversity					

City of Bethel
City Manager Evaluation —June 12, 2012

Comments:					
Creativity, innovation and ability to change to meet needs					
Comments:					
Long range planning					
Comments:					
Development and management of real and personal property of the City					
Comments:					
SUBTOTAL OF CATEGORY:					

Appointing Authority	**5**	**4**	**3**	**2**	**1**
Serve as Personnel Officer (Director) of the City					
Comments:					
Manage Labor Relations/Employee Relations					
Comments:					

CITY OF BETHEL
CITY MANAGER EVALUATION —JUNE 12, 2012

Monitor employee benefit program:					
Comments:					
Analyze human resources and technical needs and implement solutions					
Comments:					
SUBTOTAL OF CATEGORY:					

Preparation, Submission and execution of annual budget and capital improvements	**5**	**4**	**3**	**2**	**1**
Development and submission of recommended annual budget					
Comments:					
Development and submission of recommended capital improvement program budget					
Comments:					
Budget management, control and analysis					
Comments:					
SUBTOTAL OF CATEGORY:					

CITY OF BETHEL
CITY MANAGER EVALUATION —JUNE 12, 2012

Performance of other duties assigned by law or City Council	5	4	3	2	1
Timeliness, quality and clarity of communications with city council					
Comments:					
Timeliness, quality and clarity of communications with the public and media					
Comments:					
Ethics, values, judgment and perceptiveness					
Comments:					
Communicates projects and project status with Council					
Comments:					
SUBTOTAL OF CATEGORY:					

Ethics and Communication	5	4	3	2	1
Defends principle and conviction in the face of partisan influence and pressure					
Comments:					
Maintains high standards of ethics, honesty and integrity in all matters					
Comments:					

City of Bethel
City Manager Evaluation —June 12, 2012

Effectively communicates with staff, Council and the public					
Comments:					
Writes clearly and concisely					
Comments:					
Expresses ideas and opinions in a forthright, logical manner					
Comments:					
Remains poised and calm in difficult situations					
Comments:					
Represents the City to the public in a positive light					
Comments:					
SUBTOTAL OF CATEGORY:					

CITY OF BETHEL
CITY MANAGER EVALUATION —JUNE 12, 2012

City Manager Foley's Total Score: _____

Excellent:	130	
Very Good:	104	
Good:	78	
Satisfactory:	52	
Needs Improvement:	26	

Additional City Council comments/recommendations:

City Manager Comments:

Reviewer's Signature _____ **Date** _____ **City Manager's Signature** _____ **Date** _____