

AMENDED AGENDA

AGENDA OF THE SPECIAL SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, TO BE HELD ON TUESDAY, FEBRUARY 12, 2019 AT 5:30 PM AT THE BISBEE SENIOR CENTER, 300 COLLINS ROAD, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY _____ AT _____.

ROLL CALL

COUNCIL

Councilmember Gabe Lindstrom, Ward III
Councilmember Joni Giacomino, Ward II
Councilmember Bill Higgins, Ward I
Mayor David M. Smith
Councilmember Leslie Johns, Ward I
Councilmember Joan Hansen, Ward II
Councilmember Anna Cline, Ward III, Mayor Pro Tempore

STAFF

Robert Smith, City Manager
Ashlee Coronado, City Clerk
Keri Bagley, Finance Director
Daniel Duchon, Personnel Director
Dwayne Wallace, Operations Manager
Albert Echave, Police Chief
George Castillo, Fire Chief

CITY ATTORNEY

Britt Hanson

THE FOLLOWING ITEMS WILL BE DISCUSSED AND/OR CONSIDERED AT THIS MEETING:

1. Discussion and Possible Approval of an updated Visitor Center/ Tourism and Marketing Manager job classification.
Daniel Duchon, Personnel Director
2. Discussion and Possible Acceptance of the Resignation and Severance Terms of Robert Smith as City Manager.
Per ARS § 38-431.03(a)(1), the City Council may vote to go into executive session for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body.
David M. Smith, Mayor
3. Discussion and Possible Approval for a Temporary City Manager Search.
David M. Smith, Mayor

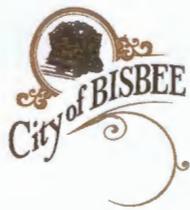
ADJOURNMENT

Individuals with hearing disabilities can contact the City Clerk's Office (520) 432-6012 to request an Assisted Listening Device, at least 24 hours before the meeting.

Anyone needing special accommodation to attend this meeting should contact Ashlee Coronado at (520) 432-6012 at least twenty-four hours before the meeting.

Public documents referred to herein may be viewed during regular business hours at the City Clerk's Office at 915 S. Tovreaville Road., Bisbee.

Pursuant to A.R.S. § 38-431.03(A) (3), the Council may vote to enter executive session at any point during this meeting for discussion or consultation for legal advice with its attorney(s), who may appear telephonically.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: February 12, 2019

X Special

DATE ACTION SUBMITTED: February 6, 2019

REGULAR **CONSENT**

TYPE OF ACTION:

RESOLUTION **ORDINANCE** **FORMAL ACTION** **OTHER**

SUBJECT: Discussion, public input and possible approval of an updated Visitor Center / Tourism and Marketing Manager job classification.

FROM: Daniel S. Duchon, Personnel Director

RECOMMENDATION: Approval

PROPOSED MOTION: I move to approve the job classification for Tourism and Marketing Manager, including removal of Visitor Center Manager job classification.

DISCUSSION:

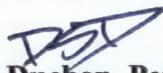
To improve tourism and marketing, I recommend updating the Visitor Center Manager job description to a Tourism and Marketing Manager job description. Soliciting input from public and council members on new job description and direction to staff on tourism.

Recommend adjusting salary structure from band #38 (\$31,416 to 47,124) to band #47 (\$39,235 to 58,852).

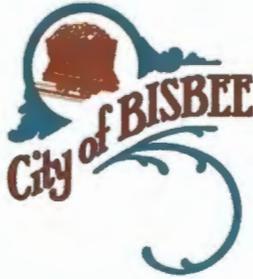
FISCAL IMPACT: TBD based on hiring range

DEPARTMENT LINE ITEM ACCOUNT: 20-40-11000

BALANCE IN LINE ITEM IF APPROVED: TBD – Special Revenue – Bed Tax (20-40)

Prepared by: 
Daniel S. Duchon, Pers. Dir.

Reviewed by: 
Arshalee Coronado



Job Description

TITLE:	Tourism and Marketing Manager	JOB CODE:	
DEPARTMENT:	Community Development	FLSA:	Non-Exempt
SALARY RANGE:	\$39,235 - \$58,852	CLASSIFICATION:	Classified
PREPARED:	February 2018	UPDATED:	

Summary:

Under limited supervision, plans, coordinates, and implements marketing strategies to promote the area; reports on visitor/tourism activity; coordinates efforts with a variety of local, county and state organizations; manages the operation of the Visitor Center related activities;

Representative Job Duties: *The list that follows is not intended as a comprehensive list; it is intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed, and may be required to perform additional, position-specific tasks.*

- Encourages, develops, promotes and implements marketing strategies to attract potential tourist visitors to the Bisbee area; solicits the support of various groups, organizations and individuals to encourage their participation in tourism events, promotions and tie-ins.
- Engage with citizens, local business owners and organizations, and other stakeholders to evaluate, obtain feedback and facilitate tourism and marketing activities.
- Promotes tourism through marketing and advertising thought print media, audio/visual media, social media, websites and other marketing and advertising mediums.
- Conduct, or manage the procurement of, graphic design services for an array of advertising mediums.
- Establishes and maintains working relationships with local hospitality industry, local officials, media and regional and state tourism organizations.
- Coordinates filming activities to include permit intake and management. Serves as the primary point of contact for filming activities. Coordinates with other City departments to facilitate filming activities.
- Engage with local, regional, and national film commissions, agencies, and industries with information on City filming procedures, amenities and site locations within the area.
- Prepares regular reports to City Council and administration on visitor statistics, experience, trends and economic impact.
- Coordinates operations in the Visitor Center; schedules volunteers and staff; ensures the Visitor Center provides a high quality of service.
- Oversees visitor information on the website, brochures and various databases.
- Assists in tourism-related grant writing and administration.
- Schedule will include evenings, weekends, and holidays to meet needs of special events and filming activities.
- Staff liaison to boards and commissions as assigned.
- Performs other related duties as assigned.

Job Description

Visitor Center Manager

Required Knowledge and Skills:

- High degree of knowledge of the functions and operations of a visitor center.
- High degree of knowledge of the methods and techniques of promoting the City of Bisbee.
- Moderate degree of knowledge of the City's policies and procedures or equivalent knowledge of and experience in understanding and applying similar policies and procedures of another employer.
- High degree of or the ability to acquire knowledge of the City's geography, points of interest and history.
- High level of skill in recruiting, training and directing the work of volunteers.
- High level of skill in coordinating activities with a wide range of agencies and private service providers.
- Mid level skill in organizing and prioritizing work and maintaining accurate records.
- Skill in providing a high level of customer service.
- High level skill in effective oral and written communication.
- High level of skill in establishing and maintaining effective working relationships with co-workers, other agencies, private tour businesses and the public.
- Mid level skill in the use of a personal computer, standard business software and internet functions.

Education, Experience, and Certifications:

- High school diploma or GED and three (3) years experience in a service industry; prior experience in the tourism industry is preferred; or equivalent combination of education and experience which provides the required knowledge, skills and abilities.
- State of Arizona class D driver's license.

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in an office environment.
- May be required to lift up to 15 lbs. on an occasional basis.

Equipment and Tools Utilized:

- Equipment utilized includes computerized and conventional office equipment.

Approved by Mayor and Council on May 6, 2008



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: February 12, 2019

Regular Special

DATE ACTION SUBMITTED: February 11, 2019

REGULAR **CONSENT**

TYPE OF ACTION:

RESOLUTION **ORDINANCE** **FORMAL ACTION** **OTHER**

SUBJECT: DISCUSSION AND POSSIBLE ACCEPTANCE OF THE RESIGNATION AND SEVERANCE TERMS OF ROBERT SMITH AS CITY MANAGER

Per ARS § 38-431.03(a)(1), the City Council may vote to go into executive session for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body.

FROM: David M. Smith, Mayor

RECOMMENDATION: To Accept the resignation and severance terms of Robert Smith as City Manager.

PROPOSED MOTION: I move to accept the offer of resignation of Robert Smith effective at 5:30 p.m. on February 14, 2019 on the terms and condition set forth in his letter offering his resignation dated February 8, 2019.

DISCUSSION:

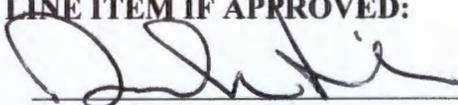
Robert Smith provided a letter offering his resignation on February 8, 2019 to members of the Bisbee City Council. As a part of that letter, a proposed severance package that is in alignment with the City Charter was requested. Letter attached.

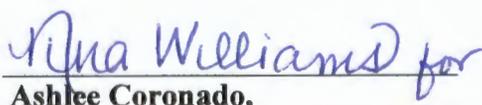
Per ARS § 38-431.03(a)(1), the City Council may vote to go into executive session for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: 
David M. Smith, Mayor

Reviewed by: 
Ashlee Coronado,
City Clerk

2/8/19

Council –

It is my understanding that should Council proceed with Ms. Johns' request to terminate me, the first possible date to present a notice to terminate to the Council would be Feb. 19th. Given the Charter's requirement for at least 40 days notice before termination could be effective, the earliest date of termination would be March 31st.

To date, no Council member has spoken with me, nor to my knowledge, gathered facts from staff about whatever has precipitated Ms. John's proposal to terminate my employment.

I am confident that the work I have conducted with staff is of solid professional caliber, and will vigorously defend same in court if necessary. Failure to provide severance, or an attempt to cobble together termination for cause will result in litigation, which will be lengthy, far more costly than what I'm requesting, and will ultimately create additional legal fees for the City, with my expenses, fees, wages and damages compounding those expenses. Further, I don't think the additional drama and headlines would help anyone involved.

I offer a quick and fair alternative, and Council the opportunity to move on and select another manager for the position without additional conflict, drama and collateral damage to staff. I truly believe that the recent and forthcoming unintended consequences of Council's decisions up to and including my separation are going to be burdens that are not easily overcome. Ripples are already spreading through the administration. A lengthy, detailed public hearing refuting termination and focusing on performance, and/or litigation over an attempted termination for cause doesn't have to be part of Bisbee's future.

I respectfully request that Council accept my resignation, pay me a fair severance, and turn this corner, moving forward in a positive direction.

Pursuant to Mayor Smith's memo (2/6/19), and based on what I learned while participating in Council's executive session on 01/08/19 and public meeting on 02/05/19, I hereby tender my immediate resignation, conditioned on the following Agreement between me, Robert E. Smith, and the City of Bisbee, AZ (collectively referred to as the "Parties"):

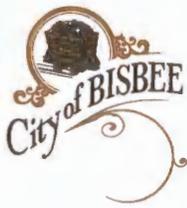
AGREEMENT

1. Both Parties desire to amicably terminate their employment relationship and terminate the existing City Manager Employment Agreement through this Agreement, effective February 14, 2019.
2. Both Parties further desire to resolve any and all outstanding matters between them through this Agreement.

Roberteugenessmith@gmail.com

3. Smith's last date of employment with the City of Bisbee shall be February 14, 2019. On that date Smith shall surrender all City property related to City business, including but not limited to equipment, phones, computers, records, documents, electronic files, passwords and keys, to the City Personnel Director, Dan Duchon.
4. Smith shall receive 3 months of severance pay as prescribed in City Charter as severance pay for termination without cause. This will include all compensation, benefits, coverages, 457 contributions and retirements that Smith has regularly received under contract, including funds to defray full COBRA premiums for Smith's existing selected health care plan, and dental and vision premium coverages for 3 months. City shall make COBRA premium payments directly to the COBRA administrator unless otherwise directed by Smith.
 - a. Any pending, yet unpaid reimbursements to Smith, for expenses allowed under his employment agreement, City Code, Charter and Personnel Policy shall be paid within two (2) weeks of his termination date. (February 14, 2019)
 - b. Smith shall be allowed to cash out all Paid Time Off (PTO) and Extended Illness Bank (EIB) hours he has accrued and not used to date.
 - c. If Smith so chooses, he shall be allowed to directly receive funds for COBRA payments in a lump sum payment that also includes an amount to cover the tax liability such direct payment creates to Smith.
 - d. Smith shall be allowed to choose how he receives distribution of the severance pay – either a recurring period for payments or a lump sum payment, or combination of both.
 - e. Severance payments shall continue to completion under this Agreement to Smith or his spouse M. Morgan Smith, in the event of his disability or demise, and shall contain no offsets, mitigations or "clawbacks".
5. The City releases and forever discharges Smith from any and all claims of any kind, known and unknown, that are in any way related to events, acts, conduct or omission arising from Smith's working relationship with the City.
 - a. Provided, however, that the City is not releasing any claim that relates to: (1) Its right to enforce this Agreement; (2) any rights or claims that arise after the execution of this Agreement; or (3) any rights that it cannot lawfully release.
6. Smith Releases the City from any and all past and present causes of action, claims, rights and liabilities, known or unknown, statutory or common law, arising out of Smith's employment and/or separation from employment with the City.
 - a. By way of example only, and without limiting the immediately preceding paragraph, this release is applicable to any cause of action, right, claim or liability under the Age Discrimination in Employment Act, Title VII of the 1964 Civil Rights Act, Section 1981 of the 1866 Civil rights Act, the Equal Pay Act of 1963, the Americans with Disabilities Act, the Arizona Civil Rights Act, the Arizona Employment Protection Act and any other employment law or statute, or of wrongful discharge, breach of implied or express contract, breach of the covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress, defamation and any other claim in contract or tort.

- b. Provided, however, that Smith is not releasing any claim that relates to (1) his right to enforce this Agreement; (2) any rights or claims that arise after the execution of this Agreement; or (3) any rights that he cannot lawfully release.
7. The City shall not oppose an application by Smith for unemployment insurance benefits after the three-month severance period ends if Smith remains unemployed.
8. Should the City desire assistance, Smith agrees to assist with a transition to a new City Manager by providing information regarding the status of pending matters. If Smith has relocated out of the City of Bisbee, and should such assistance require travel, or more than 4 hours of time, the City shall reimburse Smith for reasonable travel expenses (travel/mileage, food, lodging), and time beyond 4 hours at an hourly rate of \$200/hour. Smith also agrees to be reasonably available to assist the City with conflicts, arbitration, appeals, or claims (pending or future, which pertain to his scope and period of employment with the City), where his knowledge or expertise may be of benefit to the City, at the same reimbursable and compensatory terms above.
 - a. Smith agrees to keep confidential all proprietary information or knowledge pertaining to the City obtained by Smith during the course of employment with the City.
9. The Parties agree, represent, warrant and covenant that they will not act, speak, publish or in any manner disclose to any person, including without limitation, any personnel of the City, any supplier, vendor, agent, consultant, independent contractor, or any representative of any print, broadcast, or electronic media, any information about Smith, the City or the City Council, be it real or imagined, that will in any way be disparaging, derogatory, adverse, harmful, or otherwise detrimental to the City, the City Council or Smith.
 - a. Smith agrees to instruct any prospective employers or agents thereof to direct all work history requests to the City Personnel Director. Subject to Arizona's public records law, in response to any work history requests, the City agrees that the City Personnel Director shall only provide Smith's dates of engagement and last position worked with the City.
10. No provision within this agreement shall be construed as an admission by the Parties of improper conduct, omissions or liability.
11. In the event of litigation arising out of an alleged breach of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs. This paragraph shall not apply to any claim challenging the validity of this Agreement under the ADEA.
12. This Agreement contains all the promises and understandings of the Parties. There are no other agreements or understandings, except as set forth herein. This Agreement may be amended only to the extent required to comply with law or by a written agreement of the Parties.
13. Notice of Time for Reflection and Waiver. Smith is advised to consult with an attorney before signing this Agreement. Smith agrees that he has carefully read and fully understands all of the provisions of this Agreement, and that he is voluntarily entering into this Agreement.
14. Smith agrees that, as part of this Agreement, he has been provided with consideration in addition to anything of value to which he is already entitled. Smith may revoke this Agreement within 7 days after he signs this Agreement. No Severance or payments will be disbursed until the 7-day revocation period has expired.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: February 12, 2019

Regular Special

DATE ACTION SUBMITTED: February 11, 2019

REGULAR CONSENT

TYPE OF ACTION:
RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL FOR A TEMPORARY CITY MANAGER SEARCH

FROM: David M. Smith, Mayor

RECOMMENDATION: Appoint Councilors Lindstrom, Giacomino and Johns to an ad-hoc search committee to provide a list of interested and qualified temporary City Manager Applicants.

PROPOSED MOTION: I move to approve the ad-hoc committee appointments of councilors Lindstrom, Giacomino and Johns for the purpose of identifying interested and qualified applicants as temporary City Manager.

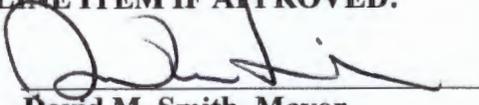
DISCUSSION:

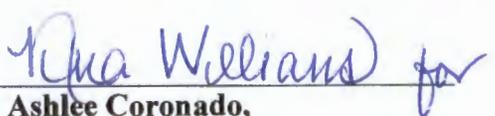
With the February 14, 2019 resignation date of our current city manager, a temporary city manager is necessary to assist with the administration of the city in his absence and until a permanent city manager may be hired.

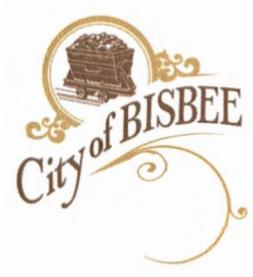
FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: 
David M. Smith, Mayor

Reviewed by: 
Ashlee Coronado,
City Clerk

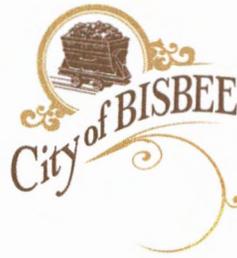


EMPLOYMENT OPPORTUNITY

CITY MANAGER, CITY OF BISBEE, ARIZONA

CITY MANAGER, City of Bisbee, Arizona (pop. 5500). Beginning salary: \$85,000 - \$100,000 a year, DOQ, plus benefits, including a defined benefit retirement plan. Bisbee is a progressive, cosmopolitan community, possessing an Old World turn-of-the-century charm and a small town sense of community. Nestled in the Mule Mountains at an elevation of more than a mile high, Bisbee has a comfortable year-round climate and is a great place for outdoor recreation. Bisbee is seeking visionary leadership to help it expand its tourism market and to take advantage of developing commercial opportunities along the nearby Mexican border.

Pursuant to the City Charter, the City Manager is appointed by the City Council and serves as the chief administrative officer, responsible for the day to day management of all City operations and the supervision of the City's 100 full and part time employees. Eligible candidates must have at least a bachelor's degree in public administration, business, or a related field, (master's degree preferred), and not less than five years of responsible senior management experience in municipal, county, or state government. All qualified candidates are encouraged to reply by April 18, 2016, by submitting a Letter of Interest, Resume, and a completed employment application form to the City Clerk, City of Bisbee, 118 Arizona Street, Bisbee, AZ 85603. A complete profile of the position and an application form are available at www.bisbeeaz.gov or by calling (520) 432-6012/ (520) 432-6011.



CITY OF BISBEE

CITY MANAGER

Department: City Manager

FLSA: Exempt

Pay Rate: \$85,000 - \$100,000, Determined by Mayor and Council

General Description:

Under the direction and control of the Mayor City Council, provides administrative direction for the City organization within the parameters established by the Charter and City Code of the City of Bisbee.

Distinguishing Features of the Position:

This position serves as the chief administrator of the City, at the discretion of the Mayor and Council. The incumbent is responsible for the administration and enforcement of the City Code; the management of the overall operations of the City; the appointment and removal of City employees; the preparation of the proposed annual budget; and keeping the Mayor and Council advised as to the financial needs of the City, among other duties.

Essential Functions:

Essential functions include all of the duties and responsibilities specified in the City Charter, including Article III. These may include the following tasks, knowledge, skills and other characteristics. This list of tasks is **ILLUSTRATIVE ONLY**, and is not a comprehensive listing of all functions and tasks performed by this position.

Tasks:

Responsibilities include overseeing the enforcement of the Charter, City Code, Laws and Ordinances of the City and insures that all franchises, contracts, permits and privileges granted by the Council are observed; provides plans and directions, in collaboration with department heads, for City operations; functions as sole authority in employment decisions, subject to the provisions set forth in the Charter and Merit System Personnel Rules & Regulations; researches and recommends measures to Council for adoption; and, is required to attend all scheduled Council meetings and work sessions.

Responsible for keeping the Council fully advised as to the financial needs of the City.

Develops and submits for Council approval, a proposed Annual Budget and, upon adoption, is responsible for its administration.

Responsible for promoting and maintaining open communications with all employees; required to investigate all complaints in relation to manners concerning the administration of the City governmental relations with other City, County, and State agencies.

Knowledge, Skills, and Other Characteristics:

Knowledge of the applied principles of city management including familiarity with municipal finance and budgeting, management of major public works improvements, economic development, planning & zoning, grants, public relations and personnel management.

Knowledge of the State statutes, regulations and guidelines applicable to municipal operations and services.

Knowledge of Charter government, codes, ordinances, policies and procedures governing municipal operations and enforcement functions.

Skill in establishing and sustaining effective working relationships with elected City officials, city employees, business /industry representatives, and federal, state and local officials.

Skill in the implementation and comprehension of complex regulations, laws, policies and guidelines.

Skill in planning, organizing, and redirecting, through subordinate staff, the efficient and successful delivery of municipal services.

Skill in developing and implementing operational policies and procedures.

Skill in negotiating and resolving problematic issues.

Skill in identifying, analyzing, and prioritizing the need for new and/or improved municipal programs.

Skill in verbal written communications.

Qualifications:

Bachelors Degree in Public Administration or related field and five years of progressively responsible public or private administrative and supervisory experience or an equivalent combination of formal and professional experience, education and training which provides the desired knowledge, skills and abilities of this classification.

Special Requirements:

Must possess and maintain a valid Arizona driver's license.