

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2026-47

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF UNALASKA AND BART J. HINKLE TO SERVE AS CITY MANAGER OF THE CITY OF UNALASKA

WHEREAS, Unalaska Code of Ordinances § 2.24.010 empowers the City Council to appoint the City Manager; and

WHEREAS, the City requires the services of a City Manager; and

WHEREAS, the Unalaska City Council desires to retain the services of Bart J. Hinkle as City Manager upon the terms set forth in the attached Employment Agreement; and

WHEREAS, Bart J. Hinkle desires to serve as City Manager of the City of Unalaska upon the terms set forth in the attached Employment Agreement.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the Mayor to sign the Employment Agreement between the City of Unalaska and Bart J. Hinkle to serve as City Manager of the City of Unalaska, with an effective date of no later than November 16, 2026.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on July 28, 2026.


Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:


Estkaflen P. Magdaong, CMC
City Clerk



CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT is between the City of Unalaska, a municipal corporation of the State of Alaska, acting through its City Council, hereinafter referred to as “City,” and Bart J. Hinkle hereinafter referred to as “City Manager” or “Employee.”

WHEREAS, the City Code of the City of Unalaska empowers the Council of the City to appoint and remove the City Manager; and

WHEREAS, the City needs the services of a City Manager; and

WHEREAS, the Council of the City of Unalaska desires to retain Bart J. Hinkle as its City Manager upon the terms set forth herein; and

WHEREAS, Bart J. Hinkle desires to serve as City Manager of the City of Unalaska upon the terms set forth herein.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Appointment.

A. The City Council of the City of Unalaska, Alaska appoints Bart J. Hinkle as City Manager of the City of Unalaska, subject to terms and conditions set forth herein. Employee is an at-will Employee who serves at the pleasure of the City Council.

B. Employee shall perform all duties and functions assigned to the Employee by law or ordinance and such other duties and functions as the City Council shall from time to time prescribe.

C. The parties understand and agree the position of City Manager is an executive position which routinely involves work in excess of eight (8) hours per day and forty (40) hours per week and is intended to be exempt from the overtime compensation provisions of the Fair Labor Standards Act (“FLSA”).

Section 2. Hours of Accessibility.

The City Manager shall make himself available and be present in the City of Unalaska’s city offices, or other city facilities, during normal business hours, Monday through Friday of each week, excluding holidays. The City Manager shall be accessible to the Mayor, City Council Members and City Department Heads via telephone on a 24-hour basis, seven days per week. The Mayor and City Manager, if necessary, may mutually agree to some flexibility in this schedule to accommodate the needs of both the City Manager and the City.

Section 3. Term.

A. This agreement shall commence no later than November 16, 2026, or earlier if Employee is available, and shall remain in effect through November 15, 2029. At least ninety (90) days prior to the termination of the Agreement, both Employer and Employee shall declare their intentions as to whether to extend this Agreement for an additional term, as provided in paragraph D of this Section.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 15, paragraph A, of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 15, paragraph B, of this Agreement.

D. This Agreement may be extended upon the same terms and conditions for an additional one-year term.

Section 4. Salary.

A. In consideration of the services to be rendered by the City Manager, the City shall pay the City Manager for services rendered at an annual base salary of Two Hundred Twenty Five Thousand Dollars (\$225,000), payable in installments at the same time as other employees of the City are paid.

B. Employee's pay shall be increased by an annual cost of living adjustment consistent with that provided to unrepresented city employees who are governed by Title 3, provided that such employees receive an adjustment.

C. In addition to the compensation in subsection (A) above:

1. Employee will receive compensation for holidays recognized in § 3.44.060 of the Unalaska City Code.
2. Employee will receive paid bereavement leave as set forth in § 3.52.190 of the Unalaska City Code.
3. Employee will receive the travel allowance benefit as set forth in § 3.60.120 of the Unalaska City Code.
4. Employee will be eligible for the longevity bonus benefit as set forth in § 3.60.140(A) of the Unalaska City Code.
5. Employee will be afforded the same travel and per diem privileges as provided to all city Employees and elected officials when conducting business outside of the City of Unalaska.
6. Employee shall be covered by the City's Workers' Compensation, and General Liability insurance as it applies to the City Manager positions roles and duties.

Section 5. Travel and Professional Development.

Employer recognizes that the duties of Employee require a certain amount of travel by Employee to meetings of the Alaska Municipal League (AML), the Alaska Municipal Manager's Association (AMMA), the Southwest Alaska Municipal Conference (SWAMC), the International City/County Management Association (ICMA), and other conferences and meetings mutually agreed to in writing by the parties. Payment for such travel and professional development shall be made by Employer pursuant to the City's Employee Travel Policy.

Section 6. Dues and Subscriptions.

Employer agrees to pay the dues on behalf of Employee for membership with the Alaska Municipal Managers Association (AMMA) and the International City/County Management Association (ICMA)

during the term of this agreement.

Section 7. Vehicle.

Employer agrees to provide Employee with the exclusive use of a vehicle at all times during employment with the City. Employee may use the vehicle for reasonable personal use. Employer shall provide fuel, insurance, repair and maintenance for said vehicle.

Section 8. Housing.

Employer agrees to provide Employee with City Housing at the rental rate established by City policy. Employee is also responsible for payment of utilities not included in said rental rate.

Section 9. Personal Leave.

A. Employee shall be credited with a bank of eighty (80) hours of personal leave on the effective date of this agreement.

B. Employee shall accrue personal leave at the rate of 24 hours per month for the first two years of this agreement, increasing to 28 hours per month for the third year, and any during any extension of this agreement as set out in Section 3(D) of this agreement.

Section 10. Retirement System.

Employee shall be covered by the State of Alaska Public Employees' Retirement System and may participate in other employee contribution programs offered by the City of Unalaska.

Section 11. Medical Benefits.

Employee and eligible dependents shall be entitled to medical benefits as specified in § 3.48.020 of the Unalaska City Code.

Section 12. Evaluations.

At or near the effective date of this Agreement and at or near each anniversary date thereafter, Employee and the Council shall establish goals for the upcoming year. These goals will be reviewed in the annual evaluation.

Section 13. Signing Bonus.

Employer agrees to provide Employee with a signing bonus of Ten Thousand Dollars (\$10,000). If Employee voluntarily leaves employment with the City before completing 12 continuous months of employment in the City Manager position, Employee will be required to repay the signing bonus to the Employer. The repayment of the signing bonus may be waived by the City Council.

Section 14. Moving Expenses.

A. Employer agrees to provide Employee with a lump sum of Ten Thousand Dollars (\$10,000), less any applicable withholdings, for moving expenses, plus airfare for the employee and dependents residing with the employee, as defined by the Internal Revenue Service, from the point of hire to Unalaska.

B. Upon termination of this Agreement without cause under Section 15(A) or the City declaring its intention of non-renewal of this Agreement under Section 3(A), Employer shall pay directly to the shipping company, the Employee's reasonable actual expenses of moving personal belongings from Unalaska, not to exceed Ten Thousand Dollars (\$10,000), plus one-way fare for employee and eligible dependents to any point in the United States of America.

Section 15. Termination of Agreement.

A. The City Council may terminate the Employee at any time, for any reason or for no reason, by delivering to the Employee written notice of termination. Said notice is not required to specify any reasons for the termination. In the event Employee is terminated by Employer before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform the duties of City Manager, Employer agrees to pay Employee a lump sum cash payment equal to twelve (12) weeks aggregate salary plus accrued and unused personal leave as of the date of termination in lieu of any and all other damages or monies that Employee might claim. Provided, however, that in the event Employee is terminated because of any illegal act involving personal gain to him, then Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of employment, Employee shall give Employer three (3) months' notice in advance and Employer agrees to pay Employee any accrued and unused personal leave. Provided that such notice is given, there will be no breach of this Agreement by reason of said resignation, and Employee shall not be responsible for any damages hereunder.

C. Prior to any termination for cause, Employee shall be entitled to a hearing before the Council, at which he may be represented by counsel, present and cross-examine witnesses. Upon termination for cause, City shall not be responsible for making any payment of the balance of the Employee's accrued annual leave to the date of termination.

Section 16. Title 3 Provisions Superseded.

This is an individual employment agreement as that term is used in § 3.60.090 of the Unalaska City Code and supersedes provisions of Title 3 not specifically referenced and incorporated into this agreement.

Section 17. Indemnification.

City shall defend and save harmless Employee from and against losses, damages, liabilities, expenses, claims and demands arising out of any act or omission of Employee while acting within the scope of Employee's duties under this agreement.

Section 18. Entire Agreement.

The text of this Agreement constitutes the entire agreement between the parties. Any representation, statement, promise or understanding not contained herein shall be of no continued force, effect or validity.

Section 19. Severability.

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force except as to such invalid provision.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on July 28, 2026.

EMPLOYEE

Bart Hinkle

Bart J. Hinkle

CITY OF UNALASKA

Vincent M. Tutiakoff, Sr.

Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:

Estkarlen P. Magdaong

Estkarlen P. Magdaong, CMC
City Clerk

