

**CITY OF DILLINGHAM, ALASKA
RESOLUTION NO. 2025-31**

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT CONTRACT ADDENDUM WITH THE CITY MANAGER AND APPOINTMENT OF THE DEPUTY CITY MANAGER AS ACTING CITY MANAGER IN LIMITED CIRCUMSTANCES.

WHEREAS, Mr. Decker was appointed City Manager on March 6, 2025, and his contract was effective March 12, 2025; and

WHEREAS, on July 9, 2025, Mr. Decker was charged with a misdemeanor domestic violence assault (*State of Alaska v. Decker*, 3DI-25-00122CR); and

WHEREAS, domestic violence is a serious accusation, and there are too many incidents of domestic violence in our community; and

WHEREAS, a criminal defendant is innocent until proven guilty, and Personnel Rule 7.50 describes that a conviction of a felony or immoral crime would be grounds for immediate termination; and

WHEREAS, a criminal defendant has a right to a speedy trial, which means Mr. Decker's trial should occur by November 7, 2025, but that speedy trial deadline can be extended for various reasons; and

WHEREAS, Mr. Decker has informed the Council that he needs to travel to Anchorage for approximately 90 days for therapy and counseling support for himself and his family, and believes he is able to continue fulfilling his City Manager duties remotely; and

WHEREAS, Families that are willing to seek counseling and treatment deserve substantial respect; and

WHEREAS, The City has ongoing projects and initiatives which will benefit from continuity in the manager position; and

WHEREAS, on balancing the public's interest, the value that Mr. Decker can continue to provide the City consistent with this resolution, and the fact that the criminal trial has not occurred and may not occur for some time, the following is in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED by the Dillingham City Council:

Section 1. City Manager Employment Contract Addendum #1. The Mayor is authorized to execute the following contract addendum with the City Manager with the following essential terms:

A. Authority for remote work. Mr. Decker may work remotely from Anchorage for no more than 100 days from adoption of this resolution. If Mr. Decker would like an extension, he must notify the Mayor in a reasonable time for the Council to consider an extension. Unless extended or if his contract is terminated, Mr. Decker is expected to return to Dillingham to perform full City Manager duties within 100 days from adoption of this resolution.

B. Special Conditions for Remote Work.

1. **In person meetings.** Mr. Decker is expected to attend regular Council meetings in person. Mr. Decker must make reasonable efforts to return to Dillingham for regular Council meetings and any other meetings in which his physical presence would be valuable. However, if Mr. Decker is unable to attend in person due to events outside of his control and unrelated to any counseling or treatment (i.e., flight cancellations, adverse weather, etc.), then he must promptly notify the Mayor and Deputy City Manager.
2. **No charge to City.** Mr. Decker must not bill, and the City is not paying any of Mr. Decker's expenses including, but not limited to, airfare, housing, vehicle transportation, counseling, or any other expenses due to the remote work location.
3. **Routine status check-ins.** Mr. Decker agrees to authorize the counselor, therapist, doctor, and other mental health professionals to provide routine status check-ins to the Mayor. Ideally, the check-ins are weekly, but biweekly check-ins may be reasonable too. Any record provided by such professionals is considered a confidential personnel record; the Mayor may summarize the conclusion of the professional if necessary to inform future Council action.
4. **Primary residence.** Except for the temporary relocation to Anchorage, Mr. Decker must keep his primary residence in Dillingham, Alaska.
5. **No supervision of the Dillingham Police Department.** For the next 100 days, Mr. Decker has no supervisory control of the Dillingham Police Department and must relinquish all management decisions, if any, to the Deputy City Manager.

C. Supplemental termination events. In addition to the basis for termination provided in the Employment Agreement dated March 12, 2025, Mr. Decker

agrees he may be terminated for the following reasons, which are considered “for cause” events:

1. **Medical determination.** If a counselor, therapist, doctor, or other mental health professional informs the Mayor that Mr. Decker cannot continue working remotely and satisfactorily complete the necessary counseling or therapy; or,
2. **Found guilty.** If Mr. Decker is found guilty, admits guilt, or pleads nolo contendere in *State of Alaska v. Decker*, 3DI-25-00122CR, to the assault charge or any other charge; or,
3. **Violation of the special conditions for remote work.** If Mr. Decker violates any of the special conditions for remote work imposed with this resolution.

Mr. Decker may waive his right to a for cause hearing if he provides timely written notice to the Mayor.

Section 2. Appointment of Deputy City Manager as Acting City Manager for Limited Duties. The Deputy City Manager is appointed Acting City Manager for the following limited circumstances:

- A. Supervision of the Dillingham Police Department; and,
- B. If a reasonable effort has been made to contact Mr. Decker for any specific issue and if Mr. Decker is unavailable, the Deputy City Manager Jack Savo Jr. has full Acting City Manager authority for the specific issue. Mr. Savo must inform the Mayor when he has had to invoke such authority.

Section 3. Effective Date. This resolution is effective immediately after its adoption.

PASSED and ADOPTED by the Dillingham City Council on August 7, 2025.

ATTEST:

Alice Ruby, Mayor
[SEAL]

Abigail Flynn, Acting City Clerk

If Adopted by the City Council:

Daniel Decker Sr. Date