

Exhibit B

Mr. Mayor, before we start discussing Mr. Dyal's prospective contract I would like to make a statement.

To quote Mr. Dyal:

"Just to be clear. I have been asked to be the City Manager of Lake City. I have declined that position because I talked to the Mayor before I left. The Mayor knows I'm applying for this position here. This is the position that I want, and I didn't think it was fair for me to accept the position in Lake City when I really had no intentions of wanting to continue to be there." This is from the YouTube video of the July 16, 2022 special Council meeting in Ketchikan Alaska. <https://youtu.be/cnOrnISGINak> (this quote starts at 2:22:38).

In Mr. Dyal's own words, he told the Mayor he did not want be City Manager of Lake City, and told the Ketchikan City Council he had been offered the job.

The Mayor does not have the ability to unilaterally *offer* any position to anyone. Unless some Council conversations were held out of the sunshine this disclosure makes it clear that the ongoing relationship between the Mayor and Mr. Dyal, is not an unbiased relationship.

Mr. Dyal's words give the appearance that the Mayor offered him the City Manager position in May, June or July when the Council was engaging in a contract with a new headhunter, Colin Baenziger. This makes sense as the Mayor slowed the process to a halt by not signing the Baenziger contract in a timely way to get the search process going.

I have a question, "Mr. Mayor, did you in fact offer the job of City Manager to Mr. Dyal?"

The Mayor has clearly been prejudicial in his support of Mr. Dyal throughout this process and has a conflict of interest where Mr. Dyal is concerned.

Because of this bias, I am asking Mayor Witt to abstain from all discussions and votes in the matter of Mr. Dyal and his contracts.

I have asked the City Attorney if the lack of a background and credit check would expose the City to additional liability. The email I received from Mr. Kennon this morning said he is looking into it.

Without this question being answered by our legal counsel, I would make a motion to table this negotiation until we get the answer from Mr. Kennon, in writing.