

Council Business Meeting

August 3, 2021

Agenda Item	Appointment of Alison Chan to Interim Finance Director	
From	Adam Hanks	City Manager Pro Tem
Contact	Adam.hanks@ashland.or.us	

SUMMARY

Following the resignation of Melanie Purcell, effective August 6, 2021, the City Council directed staff to look for qualified candidates interested in filling the role of Interim Finance Director. Filling the position on an interim basis will allow the City time to recruit and fill the regular vacancy while ensuring steady leadership of the Finance Department and maintaining internal financial controls. Staff reached out to Alison Chan, known in the region from her time as the Finance Director for the City of Medford. The recently approved Charter places the authority to appoint Department Directors with the City Manager, except when the City Manager position is filled by a Pro Tem position. In that case, the Mayor makes the appointment with confirmation from Council. Mayor Akins is in full support of this appointment and requests approval from the City Council to appoint Alison as the Interim Finance Director and authorization to sign an Employment Agreement.

POLICIES, PLANS & GOALS SUPPORTED

Ashland Municipal Code Section 2.28.110 and 2.28.120
2019-2021 City Council Goals & Priorities

PREVIOUS COUNCIL ACTION

Melanie Purcell was appointed as Finance Director at the [September 1, 2020](#), regular Business Meeting.

BACKGROUND AND ADDITIONAL INFORMATION

Melanie helped the City navigate a challenging biennial budget process during the pandemic and supported the efforts to receive FEMA reimbursements following the Alameda Fire. The primary goal of hiring an Interim Finance Director is to continue Melanie's work on getting the City on the path to fiscal stability. The Finance Department has lost several staff members (due to turnover and staff reductions), making the Finance Director a critical hire to maintain internal financial controls.

With the current Finance Directors' effective resignation date of August 6, the appointment process of recruiting, identifying, vetting, negotiating has been put on a fast track to retain continuity of leadership and support Interim City Manager Gary Milliman. The City was fortunate to find someone as qualified as Alison to fill an Interim role.

The candidate:

Alison Chan has 14 years of directly relevant experience as the Finance Director for the City of Medford and the Medford Urban Renewal Agency. While serving as Finance Director, she performed comparable duties of those we seek in an Interim Finance Director. Alison was responsible for payroll, accounts payable, accounts receivable, and purchasing functions. She understands the division of duties and internal controls required to comply with Accounting Standards and industry best practices. As Finance Director, Alison prepared the Cities financial statements and the biennial budget. In addition to her time with Medford, she held increasingly responsible positions within the Accounting and Financial field since obtaining her degree in Accounting.

Council is being asked to vote on the appointment of Alison Chan as Interim Finance Director. If selected, she can begin work on August 9, 2021. If Alison is not appointed, the Council would need to provide additional

direction to staff on moving forward in a search for an Interim Finance Director or how those responsibilities are to be covered in the absence of a Finance Director.

FISCAL IMPACTS

The attached draft employment contract authorizes salary consistent with step three of the City's current Finance Director salary schedule with no other benefits during the Interim assignment. Additional wage-associated costs will be paid by the City consistent with State and Federal law. The total cost to the City is within the existing appropriation.

STAFF RECOMMENDATION

N/A

ACTIONS, OPTIONS & POTENTIAL MOTIONS

- 1) I move to approve the appointment of Alison Chan as Interim Finance Director and authorize the City Manager Pro Tem to sign the related employment agreement.
- 2) I move to amend the employment agreement...

REFERENCES & ATTACHMENTS

Attachment 1: Alison Chan's Résumé

Attachment 2: Alison Chan's Employment Contract

Alison Chan

Professional Experience:

City of Medford - 2003 to 2017

Finance Director – Medford OR

Challenging position that oversaw the finances for the City of Medford as well and the Medford Urban Renewal Agency. Led a staff of 11 and was responsible for payroll, accounts payable, accounts receivable, purchasing and Municipal Court. Additional responsibilities included preparation of the audited annual financial statements, biennial budget preparation and financial portion of bond offerings.

Lithia Automotive Group – 2002-2003

Accounting Manager of Support Services – Medford OR

Managed 5 staff members charged with accounting initiatives concerning all the fixed assets of Lithia Automotive, including 72 dealerships spanning 12 states.

Enstar Natural Gas Company – 1990-2002

Office Supervisor – Soldotna AK 1999-2002

Directed daily administrative functions of the Kenai/Soldotna office that provided services to more than 10,000 customers. Managed 4 full time and part time Coordinators charged with customer service, service dispatching, distribution dispatching, marketing and delinquent account collection activities.

Financial Analyst - Anchorage AK 1990-1999

Prepared and maintained master budget models, projecting revenues and estimating growth patterns and conducting “budget to actual” analysis on monthly and quarterly basis. Annual budget reflected \$87 million in gross revenues, \$10 million in annual capital expenditures and \$300 million in plant assets.

Price Waterhouse – 1985-1990

Tax Consultant – Anchorage AK

Prepared and reviewed corporate, partnership and individual income tax returns for diversified client base such as construction companies, retail stores, passenger and airfreight carriers, professional corporations, banks and real estate joint ventures.

Auditor – Anchorage AK

Planned and directed audits of school districts, boroughs, small businesses, native associations and other profit and non profit organizations.

Education:

May 1985 - Bachelor of Science degree, Accounting
University of Idaho – Moscow, Idaho

**CITY OF ASHLAND
Employment Agreement**

Interim Finance Director

THIS AGREEMENT made and entered into this 9th day of August 2021, by and between the City of Ashland ("City") and Alison Chan ("Employee").

R E C I T A L S:

- A. City desires to employ the services of Employee as Interim Finance Director of the City of Ashland and establish certain conditions of employment for Employee; and
- B. City desires to (1) retain the services of Employee and to provide an inducement for Employee to remain in such employment until the city employs a permanent Finance Director (2) make possible work productivity by assuring Employee's morale and peace of mind concerning financial security; and (3) provide a means for terminating Employee's services when city determines Employee's services are no longer needed or in the event Employee is unable fully to discharge Employee's duties; and
- C. Employee desires to accept employment as Interim Finance Director of Ashland.

City and Employee agree as follows:

Section 1. Duties. The city agrees to employ Alison Chan as its Interim Finance Director. She will perform the functions and responsibilities specified in the job description for the position and perform such other legally permissible and proper duties, and functions as the Mayor and City Council shall assign.

Section 2. Term.

- A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the city to terminate the services of the Interim Finance Director at any time, with or without prior notice of termination, subject only to the provisions outlined in this agreement.

- B. Employee agrees to remain in the employ of the city until a successor Finance Director is appointed into the regular F/T position, which is anticipated to be within six months from the executed date of this contract, and neither to accept other employment nor to become employed by any other employer until this termination date unless the termination date is affected as otherwise provided in this agreement. If the city does not appoint a successor Finance Director by January 1, 2022, City and Employee will negotiate a revised mutually agreed upon anticipated termination date and negotiate compensation for work beyond six months.

- D. In the event Employee wishes to resign the position during the term of this agreement voluntarily; Employee shall give the City three weeks written notice of such resignation unless the City Council waives such notice. The Employee will cooperate in every way with the smooth and regular transfer to Employee's successor.

Section 3. Compensation.

- A. City agrees to pay Employee a total monthly salary of \$10,165.74/month, which equates to the third step in the salary range for Finance Director. Compensation shall be pro-rated for any partial month worked.

- B. The city agrees to comply with reporting requirements by reporting wages to PERS for Employee, but Employee will not receive any contributions to PERS toward retirement.

Section 4. Hours of Work. It is recognized that Employee must devote a great deal of time outside regular office hours to business of the city, and to that end Employee will be allowed to take compensatory time off as Employee shall deem appropriate during regular office hours, so long as the business of the city is not adversely affected. The city recognizes, too, that, as a temporary employee, the Employee will not accrue vacation and sick leave. Accordingly, so long as the city's business is not adversely affected, the Employee may take reasonable amounts of time away from the city during the period of her employment to address personal business or in the event of illness.

Section 5. Tools and Equipment. City agrees to provide the tools and equipment necessary for the Employee to efficiently perform her duties, including mobile computing and communication equipment and connectivity

Section 6. Severability. If any part, term, or provision of this agreement is determined by a competent court of law to be illegal or in conflict with the laws of the State of Oregon, the validity of the remaining portions of the agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision.

Dated this ____ of _____, 2021.

Melissa Huhtala, City Recorder

Julie Akins, Mayor

Accepted this ____ day of _____, 2021.

Alison Chan