



THE CITY OF WHITTIER

Gateway to Western Prince William Sound

P.O. Box 608 • Whittier, Alaska 99693 • (907) 472-2327 • Fax (907) 472-2404

**WHITTIER CITY COUNCIL
WILL HOLD
A SPECIAL MEETING
TUESDAY MARCH 01, 2016
AT 6:00 PM**

**COUNCIL CHAMBERS
P-12 BUILDING**

AGENDA

Page #

1. CALL TO ORDER

2. OPENING CEREMONY

3. ROLL CALL

A. Council Members Present:

B. Administration Present:

4. APPROVAL OF SPECIAL MEETING AGENDA

5. CITIZEN COMMENTS ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

6. SPECIAL MEETING BUSINESS ITEMS

A. Approval of letter supporting the proposed Land and Water Conservation Fund (LWCF) project surrounding the historic Portage Pass trail.

B. Approval of Manager's contract extension.

C. Acceptance of Resignation of Council Member Shawn Phillips

7. RESOLUTIONS

#04-2016 – A resolution stating the rate of levy, date of equalization and date when taxes become delinquent for the 2016 tax role.

#07-2016 – A resolution supporting Girdwood Policing.

#08-2016 – A resolution authorizing the City Manager to enter into a construction contract with S.R. Bales Construction for a Public Safety Building.

#09-2016 – A resolution authorizing the City Manager to sign a professional services agreement with Altman, Rogers & Co. for FY2015 audit services.

8. COUNCIL DISCUSSION

9. CITIZEN DISCUSSION

10. ADJOURNMENT



THE CITY OF WHITTIER

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March 2, 2016

Tim Charnon
District Ranger
145 Forest Station Road
Girdwood, Alaska 99587

Dear Mr. Charnon:

The City of Whittier enthusiastically supports the proposed Land and Water Conservation Fund (LWCF) project surrounding the historic Portage Pass trail.

The popular trail is enjoyed by Whittier residents and attracts visitors to the community. The purchase of lands surrounding the trailhead will protect trail access and ensure that the public continues to enjoy a high quality recreation experience while hiking Portage Pass. As we've discussed, the LWCF project also complements the city's efforts to provide other developed recreation opportunities, including a campground, at the head of Passage Canal.

We're excited to continue working with the Forest Service to highlight the outstanding recreational opportunities surrounding the Whittier community and to ensure safe, reliable public access. We believe this project will further that goal, by providing flexibility to manage the trail in response to changing needs and ensuring that the public continues to enjoy the world-class recreational experiences that Whittier has to offer.

Good luck with the project. We look forward to working with you to make it a success.

Sincerely,

Mark Lynch
City Manager
Whittier, Alaska

EMPLOYMENT AGREEMENT

This Employment Agreement ("AGREEMENT"), effective as of February 17 2016, is between the City of Whittier, Alaska (the "CITY") and Mark Lynch (MANAGER).

RECITALS

WHEREAS, MANAGER will be employed as City Manager pursuant to this written employment AGREEMENT; and

WHEREAS, CITY wishes to continue to employ MANAGER and MANAGER desires to serve the CITY in the capacity of City Manager, under the terms and conditions of this AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth in this AGREEMENT, the CITY and MANAGER agree as follows:

SECTION ONE: DUTIES OF MANAGER

MANAGER shall be employed by CITY as, and hold the title of, "City Manager" of the City of Whittier. MANAGER shall serve at the pleasure of, and report directly to, the City Council of Whittier (the "Council"). MANAGER shall perform all duties and discharge all responsibilities of that position as prescribed by the laws of the State of Alaska, the Whittier Municipal Code, all as may be amended from time to time, and as established by the Council, from time to time. MANAGER shall maintain residency in the City of Whittier during the entire term of this AGREEMENT. "Residency" shall be defined as the MANAGER residing in the CITY provided condo at least four (4) nights per week under normal circumstances, while not traveling on City business or on leave.

SECTION TWO: COMPENSATION OF MANAGER

- A. Salary. MANAGER shall receive an annual salary of \$95,000 for the first year of this AGREEMENT, payable in regular installments at the time other City employees are paid, or as otherwise agreed upon between the parties in writing. Additionally, MANAGER shall be paid a one-time bonus amounting to 6.3% of MANAGER's annual salary immediately after approval of this AGREEMENT. All compensation paid to MANAGER shall be subject to required employment deductions, taxes, and contributions. The Council shall review and evaluate MANAGER's performance and salary annually during the term of this AGREEMENT, in accordance with procedures established by the Council. Provided MANAGER receives an annual performance rating overall of "meets performance expectations" or higher, MANAGER's annual salary shall increase not less than the same cost of living adjustment rate afforded other City employees, plus a merit increase in an amount to be determined at the annual evaluation. MANAGER's salary shall not be reduced during the term of this AGREEMENT. MANAGER's salary may be increased in excess of the amounts stated based on merit or completion of incentive goals at any time.

- B. Housing Allowance. City requires MANAGER to live in a two bedroom condominium owned by City in the BTI building. City represents that this condominium has been provided to other city managers who found it acceptable and further warrants the condominium to be provided is in habitable condition.
- C. Moving Reimbursement. MANAGER received a one-time payment of five thousand dollars (\$5,000.00) from CITY for moving expenses for employment beginning August 11, 2014. MANAGER agrees to repay this moving allowance to CITY on a pro rata basis if MANAGER voluntarily leaves the employment of the CITY within twenty four (24) months of the employment beginning date. After August 11, 2016 no repayment of moving expense shall be required.
- D. Exempt Position. MANAGER acknowledges that the position of City Manager is exempt from the overtime requirements of state and federal minimum wage and overtime laws, and as such MANAGER is expected to work whatever hours are necessary to accomplish the goals and requirements of the position.
- E. Benefits.
1. Medical. CITY agrees to provide and pay 100% of premiums for MANAGER for health, hospitalization, surgical, vision, dental, hearing, prescription plan and comprehensive medical insurance benefits. MANAGER may purchase coverage for family members at the same rate established for other City employees.
 2. Life Insurance. The CITY shall pay for the MANAGER's premium term life insurance of no less than \$60,000. The MANAGER shall have the right to name the beneficiary of the life insurance policy.
 3. Disability. CITY shall pay for a disability income insurance policy providing benefits equivalent to the MANAGER's annual salary, the proceeds of which shall be payable to the MANAGER or the MANAGER's designated beneficiary in the event the MANAGER becomes disabled or incapacitated during the term of this AGREEMENT.
 4. Retirement. CITY will provide for MANAGER's participation in the Alaska Public Employees Retirement Systems (PERS).
 5. Other. MANAGER is automatically entitled to any other standard benefits available to other employees of the City as may now exist or be made available during the term of this contract.
6. Leave.
1. Annual Leave. MANAGER shall accrue annual leave of the rate of five (5) weeks per year.

Leave may be used as it accrues. MANAGER shall keep the Council apprised of planned absences in excess of one (1) week duration. Upon employment separation, including expiration of this AGREEMENT. MANAGER shall receive payment for all accrued, unused annual leave, at MANAGER's current rate of pay. Accrued annual leave in excess of eighty (80) hours, not used by MANAGER shall be cashed out and paid to MANAGER on an annual basis at the anniversary date of this AGREEMENT. Payment of accrued unused leave shall be subject to all deductions, taxes and contributions required by law.

2. Holiday. MANAGER shall receive regular pay for twelve (12) recognized City Holidays.
3. Sick Leave. MANAGER shall accrue sick leave at the rate of four (4) hours per month. Leave may be used as it accrues.
4. Miscellaneous. Annual and sick leave both accrue during the period of time MANAGER is on a paid leave, but not during leave without pay. Neither annual leave nor sick leave may be advanced.

G. Work Related Expenses.

1. Vehicle Reimbursement. MANAGER shall receive the standard IRS rate for mileage when traveling in a personal vehicle for CITY business.
2. Travel, Meetings, and Professional Development Reimbursement. MANAGER shall receive reimbursement from CITY for reasonable lodging and meal expenses while traveling out-of-town for meetings or professional development. This may be provided in the form of the diem amount established by City Council resolution applicable to all city employees. CITY shall pay for professional dues and subscriptions of the MANAGER necessary for full participation in national, regional, slate and local associations and organizations necessary for the MANAGER's continued professional growth and advancement, and for the good of the Employer.
3. Bonds. CITY shall bear the full cost of any fidelity or other bonds required of the MANAGER under any law or ordinance, and professional liability insurance.

SECTION THREE: TERM AND TERMINATION

- A. Term. The term of MANAGER's employment under this AGREEMENT shall begin on February 17, 2016, and unless sooner terminated as provided herein, expire on August 11, 2018. AGREEMENT may be renewed annually. If not renewed prior, MANAGER must advise all members of the City Council in writing of the need to begin negotiations at least six (6) months prior to expiration of the agreement. CITY agrees to begin negotiation to extend and renew AGREEMENT a minimum of four (4) months prior to expiration. Failure to do so shall constitute termination without cause upon the expiration of the AGREEMENT.

B. Termination. MANAGER's employment under this AGREEMENT is terminable at will and at any time by CITY, without any notice of any kind whatsoever, with or without cause, it being expressly and explicitly understood and agreed by MANAGER that he holds the position of City Manager and serves as City Manager at the will of the Council. MANAGER shall provide CITY with written notice of his resignation no less than thirty (30) days prior to the effective date of his resignation or prior to termination of this AGREEMENT. If this AGREEMENT terminates at the end of the term or because of MANAGER's resignation, no severance shall be paid.

C. Severance.

1. In the event that CITY terminates MANAGER's employment under this AGREEMENT without cause, CITY shall pay MANAGER a lump sum as severance pay, equal to four (4) months salary.
2. In the event the MANAGER voluntarily resigns without coercion, the MANAGER will receive no severance.
3. In the event that CITY terminates MANAGER's employment under Section 3(C)(4) of this AGREEMENT for cause MANAGER shall receive no severance pay from CITY.
4. MANAGER may be terminated by CITY for cause. Any of the following shall constitute "cause" for termination:
 - a. MANAGER's intentional and willful failure to perform his duties in accordance with the provisions of this AGREEMENT, or maintain his residency as required by this AGREEMENT;
 - b. MANAGER's intentional and willful failure to obey any lawful directive of the Council;
 - c. MANAGER's intentional and willful misconduct which the Council reasonably believes reflects adversely on MANAGER's position as City Manager or on City, including but not limited to:
 - i. acts involving dishonesty:
 - ii. fraudulent acts:
 - iii. embezzlement: or
 - iv. substance abuse.

SECTION FOUR: OTHER EMPLOYMENT

MANAGER shall not take nor undertake employment or self-employment with any other person or entity without prior approval of the City Council.

SECTION FIVE: INDEMNIFICATION BY CITY

The CITY shall indemnify, hold harmless and defend MANAGER against all claims and liability which may result from any claim, action or suit by any person based upon alleged injury to or death of a person or alleged loss of or damage to property that may occur or that may be alleged to have been caused by MANAGER in the performance of his official duties during the duration of his employment with CITY under this AGREEMENT. The provisions of this Section shall survive the termination, expiration or other end of this AGREEMENT and/or the MANAGER's employment with the CITY.

SECTION SIX: GENERAL PROVISIONS

- A. LEGAL. Any controversy or claim arising out of or related to this AGREEMENT or the breach thereof shall be governed by the laws of the State of Alaska and the City of Whittier, Alaska.
- B. ASSIGNMENT. This AGREEMENT shall not be assignable, in whole or in part, by either Party without the written consent of the other Party.
- C. SEVERABILITY. In the event any provision of this AGREEMENT is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this AGREEMENT so as not to cause the invalidity or unenforceability of the remainder of this AGREEMENT. All remaining provisions of this AGREEMENT shall continue to apply in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
- D. WAIVER. The waiver by either Party of a breach of any of the provisions of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach.
- E. AMENDMENT. This AGREEMENT may be amended in writing by mutual agreement of the Parties.
- F. INTEGRATED AGREEMENT. This AGREEMENT constitutes the entire AGREEMENT between MANAGER and CITY, and supersedes all prior oral or written understandings, if any, between MANAGER and CITY.
- G. CONFIDENTIALITY ACKNOWLEDGMENT. MANAGER recognizes that he will receive and have access to confidential information and agrees to keep such information confidential to the extent authorized by law.

IN WITNESS WHEREOF, the City Council of the City of Whittier has caused this AGREEMENT to be signed and executed on the City Council's behalf by its Mayor and duly attested by its City Clerk, and Mark Lynch has executed this AGREEMENT for and on behalf of himself.

CITY OF WHITTIER

CITY MANAGER

Daniel Blair – Mayor

Mark Lynch

ATTEST:

Brenda Krol – City Clerk

February 15, 2016

Mr. Mayor and City Councilors,

I am submitting my letter of resignation. I had planned to be away for a short time for work purposes and it has recently been extended. I believe with the time I will be away that I would not be able to give my full attention the City Council and the community deserves.

In order to be fair to the citizens of Whittier and those members of the City Council I must resign from my position. I am very sad to have to submit this letter and it has been a genuine pleasure working with my fellow Councilors, the community and the development of great working relationships and friendships.

I have taken great pride representing our community and the City Council. I hope that the City Council and the community will find a representative will serve with the pride and pleasure that I have been so fortunate to have experienced.

I would like to thank the Mayor, the City Councilors and the community members for your support and I am humbled at being a part of big changes and wonderful progress and growth. The future of Whittier looks very bright and even though I may not be able to sit on the City Council I will always support Whittier as it is my home and continue to have pride in being a part of the community.

Respectfully submitted,

Shawn Phillips

**CITY OF WHITTIER
RESOLUTION #04-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER,
ALASKA, STATING THE RATE OF LEVY, DATE OF EQUALIZATION AND
DATE WHEN TAXES BECOME DELINQUENT FOR THE 2016 TAX ROLE**

WHEREAS, AS 29.45.240 (a) requires that the council fix the rate of levy, date of equalization and date when taxes become delinquent by resolution;

NOW THEREFORE, the Whittier City Council resolves;

Section 1: There shall be levied on all taxable property within the City a property tax at the rate of 8.0 mills. The tax shall be levied and collected in accordance with AS 29.45 and WMC 3.12.

Section 2: The Board of Equalization shall meet on Tuesday, April 19th, 2016 at the Council Chambers located in the P-12 Building on Whittier Street commencing at 6:00 pm.

Section 3: The property taxes are delinquent if not paid by 6:00 pm October 31, 2016.

PASSED AND APPROVED by a duly constituted quorum of the City Council for the City of Whittier, Alaska on this 1st day of March 2016.

ATTEST:

Brenda Krol
City Clerk

Daniel Blair
Mayor

Ayes:
Nays:
Absent:
Abstain:

**CITY OF WHITTIER, ALASKA
RESOLUTION #07-2016**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, SUPPORTING THE PROPOSAL FOR WHITTIER POLICE TO PROVIDE POLICE PATROLS FOR GIRDWOOD, ALASKA.

WHEREAS, the Alaska State Troopers have announced that they will withdraw coverage from the Girdwood Patrol Area effective June 30, 2016; and

WHEREAS, Girdwood's Public Safety Taskforce approached Whittier requesting that Whittier provide police services to the Girdwood Patrol Area for a negotiated annual fee; and

WHEREAS, several meetings have been held, including a presentation by the Girdwood Public Safety Taskforce to the Whittier City Council at the January 19, 2016 Whittier Regular City Council meeting; and

WHEREAS, the Anchorage Assembly will draft an Ordinance for consideration of Girdwood voters, to be placed on the April 2016 ballot, to authorize funding for police patrols in Girdwood; and

WHEREAS, the Whittier City Attorney was directed by the Whittier City Council to prepare a draft contract to provide police patrols to the Girdwood area for an annual fee; and

WHEREAS, if the aforementioned Ordinance is approved by Girdwood voters, and an acceptable contract is negotiated between Girdwood and Whittier, the City of Whittier would begin police patrols in the Girdwood area on July 1, 2016.

NOW, THEREFORE BE IT RESOLVED, by the City Council of Whittier, Alaska that the City of Whittier is willing and able to provide police patrols to the Girdwood area beginning July 1, 2016;

BE IT FURTHER RESOLVED that the City Manager is hereby directed to negotiate terms of a contract to provide police patrols to the Girdwood area for a fee negotiated between the parties and mutually agreeable.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 1st day of March, 2016.

ATTEST:

**Brenda Krol
City Clerk**

**Daniel Blair
Mayor**

Ayes:
Nays:
Absent:
Abstain:

RESOLUTION #08-2016

A RESOLUTION OF THE WHITTIER CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH S.R. BALES CONSTRUCTION, INC. TO BUILD A PUBLIC SAFETY FACILITY FOR AN AMOUNT NOT TO EXCEED \$6,195,100.00.

WHEREAS, the east end of the City of Whittier P-12 Building is unsafe to house Fire-Police-EMS; and

WHEREAS, an RFP was published in September of 2015, with a response deadline of October 14, 2015; and

WHEREAS, upon reviewing the bids the City Council determined that all bids exceeded the available budget and directed the City Manager to enter into value engineering with the three (3) lowest bidders as set forth in WMC 3.32.170; and

WHEREAS, after several months of value engineering, contractor S.R. Bales Construction, Inc. has been determined to provide the best value to the City of Whittier at the lowest cost; and

WHEREAS, this Agreement will result in a significant benefit to the public by enhancing the safety and wellbeing of the community.

THEREFORE, BE IT RESOLVED, that the Whittier City Council authorizes the City Manager to enter into a contract with S.R. Bales Construction, Inc. to build a Public Safety Facility with an amount not to exceed \$6,195,100.00.

Adopted this 1st day of March 2016

ATTEST:

Brenda Krol
City Clerk

Daniel Blair
Mayor

Ayes:
Nays:
Absent:
Abstain:

**CITY OF WHITTIER, ALASKA
RESOLUTION #09-2016**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH ALTMAN, ROGERS & CO., TO PROVIDE FINANCIAL AUDITING SERVICES FOR FY 2015.

WHEREAS, the City of Whittier (“the City”) is the municipal government of the community of Whittier, Alaska; and

WHEREAS, the City annually complies with requirements to have its financial records audited in compliance with government standards; and

WHEREAS, Altman, Rogers & Co. has proposed to perform the City’s audit of FY 15 as set forth in their engagement letter dated February 4, 2016; and

WHEREAS, the Whittier Municipal Code provides that consultants and professional service providers can be hired on a sole source basis without competitive process; and

WHEREAS, the City Manager recommends that the City retain Altman, Rogers & Co. for the purposes of conducting the audit of the FY15 financial records;

NOW THEREFORE BE IT RESOLVED; the City Council authorizes the City Manager to sign the engagement letter with Altman, Rogers & Co. to provide auditing services of the FY 15 financial records, as set forth in the Altman, Rogers & Co. engagement letter dated February 4, 2016.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 1st day of March, 2016.

ATTEST:

Brenda Krol
City Clerk

Daniel Blair
Mayor

Ayes:
Nays:
Absent:
Abstain: