



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, OCTOBER 12, 2021
AT 7:00 PM
COUNCIL CHAMBERS
PUBLIC SAFETY BUILDING**

AGENDA

Page #

1. CALL TO ORDER

2. OPENING CEREMONY

3. ROLL CALL

4. APPROVAL OF AGENDA

5. RESOLUTIONS

- 2 A. Res. #34-2021 – A Resolution of the Whittier City Council Certifying the Results of the October 5th, 2021, Regular Election.
- 4 B. Res. #35-2021 – A Resolution Of The City Council Of The City Of Whittier, Alaska, Authorizing The City Manager To Enter Into A Professional Consulting And Lobbying Services Agreement With Kristopher Knauss DBA Confluence Strategies, Inc, To Provide Consulting And State Lobbying Services And For Related Purposes
- 8 C. Res. #36-2021 – A Resolution Of The City Council Of The City Of Whittier, Alaska, Authorizing The City Manager To Enter Into A Professional Consulting Services Agreement With Robertson, Monagle & Eastaugh, P.C., A Professional Corporation, To Provide Professional Consulting Services In The Field Of Federal Government Relations, Legislation And Budgetary Issues, And For Related Purposes
- 11 D. Res. #37-2021 – A Resolution Of The City Council Of The City Of Whittier Alaska, Authorizing The City Manager To Continue Professional Services With Appraisal Company Of Alaska, LLC. To Provide Financial Personal And Real Property Appraisal Services For The FY 2022 Tax Year, And For Related Purposes.

6. EXECUTIVE SESSION

- A. Discussion Pertaining to Property Leases - Matters that, if immediately disclosed, would tend to adversely affect the finances of the City; WMC 2.08.040 (1)

7. NEW BUSINESS

- 12 A. Discussion Topic: Proposed Budget Schedule

8. COUNCIL DISCUSSION

9. CITIZENS DISCUSSION

10. ADJOURNMENT

**CITY OF WHITTIER
RESOLUTION #34-2021**

**A RESOLUTION OF THE WHITTIER CITY COUNCIL CERTIFYING THE RESULTS
OF THE OCTOBER 5, 2021, REGULAR ELECTION.**

WHEREAS, the City Clerk and at least three election officials met as a Canvass Board on October 12, 2021, to judge the validity of absentee by-mail, early-absentee, special needs, and questioned ballots cast by voters in the October 5, 2021, Regular City Election; and

WHEREAS, on October 12, 2021, the Canvass Board opened and tallied the accepted absentee by-mail, early-absentee, special needs, and questioned ballots; and

WHEREAS, the results of the accepted ballots were added to the results of the regular ballots cast by voters at the polls on Election Day; and

WHEREAS, the results will be compiled by the Canvass Board via Canvass Board Certificate as the City of Whittier's Official Results of the Regular City Election of October 5, 2021.

NOW THEREFORE BE IT RESOLVED that the October 5, 2021, Regular City of Whittier Election was held valid to the best of our knowledge.

BE IT FURTHER RESOLVED that the results of the October 5, 2021, Regular Election are certified as follows:

1. _____ was elected to Seat A, a three-year term ending October 2024, having received the greatest number of votes cast for Seat A.
2. _____ was elected to Seat D, a three-year term ending October 2024, having received the greatest number of votes cast for Seat D.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 12th day of October 2021.

**Introduced By: Naelene Matsumiya, City Clerk
Introduction Date: October 12, 2021**

ATTEST:

**Naelene Matsumiya
City Clerk**

**Dave Dickason
Mayor**

Ayes:
Abstain:

Nays:
Absent:

**CITY OF WHITTIER, ALASKA
RESOLUTION # 35-2021**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL CONSULTING AND LOBBYING SERVICES AGREEMENT WITH KRISTOPHER KNAUSS DBA CONFLUENCE STRATEGIES, INC, TO PROVIDE CONSULTING AND STATE LOBBYING SERVICES AND FOR RELATED PURPOSES

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

WHEREAS, the City has, for many years, benefited from various forms of State funding and support largely due to assistance from consultants familiar with the state budget process, state agency operations, grant programs, etc; and

WHEREAS, the City desires to maintain active representation in Juneau during state legislative sessions to support and promote the City’s legislative priorities and economic and other interests; and

WHEREAS, the City has benefited from its professional relationship with Kristopher Knauss of Confluence Strategies, Inc. (formerly Knauss Group, LLC) for more than twelve years, enabling the City to accomplish many of its legislative goals and priorities; and

WHEREAS, the parties have agreed to enter into a four-year contract for the period 2022 through 2025 for an initial annual sum of \$72,000; and

WHEREAS, the Whittier Municipal Code provides that Professional Service providers may be hired on a sole-source basis without a competitive procurement process, and this sole source contract is found to be in the public interest due to Mr. Knauss’ historical knowledge of the City’s projects, goals and priorities, as well as his unique understanding of, and relationships with, State agencies and representatives; and

WHEREAS, the City Manager recommends the retention of Mr. Knauss as the City’s state lobbyist for the period 2022 through 2025.

NOW, THEREFORE, BE IT RESOLVED THAT: the City Council authorizes the City Manager to enter into a professional service agreement with Kristopher Knauss, Managing Director of Confluence Strategies, LLC to provide governmental consulting services to the City for the period 2022 through 2025 for an initial amount not to exceed \$72,000, with funding to be included in each year’s annual budget. Annual rates beyond 2022 may not rise more than 5% per year without further approval of the City Council.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 12th day of October, 2021.

ATTEST:

Naelene Matsumiya
City Clerk

Dave Dickason
Mayor

Ayes:
Nays:
Absent:
Abstain:

AGREEMENT FOR LOBBYING AND CONSULTING SERVICES
BETWEEN
THE CITY OF WHITTIER, ALASKA
AND
CONFLUENCE STRATEGIES, INC.

THIS AGREEMENT is effective January 1, 2022 and is made by and between the CITY OF WHITTIER, ALASKA, hereinafter called “WHITTIER” and Kristopher Knauss dba CONFLUENCE STRATEGIES, INC., an Alaskan company with offices at 423 Seward Street, Juneau, Alaska, 99801, hereinafter called “Confluence.”

WHEREAS, Confluence offers substantial expertise and knowledge in socio-political and government finance matters in the State of Alaska; and

WHEREAS, Whittier desires to make use of Confluence’s services in these areas and has offered to engage Confluence to render consultative, advisory and lobbying services to it in those fields; and

WHEREAS, Confluence desires to accept such an agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the recitals, promises and covenants contained herein, it is agreed by and between the parties as follows:

1. Duties and Term. Whittier hereby employs Confluence for consultative, legislative and administrative lobbying activities. Confluence shall report to and be responsible to the city manager of Whittier. Lobbyist shall devote its best effort and such time as shall be necessary, consistent with the provisions of this agreement. Whittier hereby contracts and employs Confluence beginning January 1, 2022 through December 31, 2025 unless extended by mutual consent.
2. Compensation. Whittier shall pay Lobbyist as compensation for its services hereunder as follows: \$6,000.00 each month for the term of this agreement, unless mutually agreed by the parties. Payment shall be made to Confluence Strategies, Inc. upon presentation of an appropriate invoice.

3. Termination. This agreement shall remain in full force and effect for the term herein specified unless terminated or annulled by mutual agreement of the parties, for convenience of the City Council, or for cause by either party, where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notify the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to commence to cure the default within fifteen days after receiving notice and diligently work to cure the default within thirty days after receiving notice.
4. Nonassignability. This agreement is purely and solely with Confluence, it being understood that Whittier desires to make use of its unique experience and abilities. Accordingly, Confluence shall have no right to assign, transfer, pledge or otherwise affect the agreement, nor any interest thereunder, nor any of the monies due or to become due to it by reason of the terms therein, unless mutually agreed to by the parties.
5. Confidentiality. During the term of this Agreement, Confluence may receive from Whittier, certain private, non-public information in connection with this agreement. Confluence shall require its directors, officers, employees and representatives to 1) treat such information as confidential, 2) not use any such information except for the purpose of performing the services contemplated by this Agreement, and 3) not disclose to any third party such information, except as may be required by law or legal process or as authorized by Whittier in writing.
6. Compliance with Laws. During the term of this Agreement, Confluence shall comply with and abide by all lobbying, ethical, registration or notification requirements under Alaska law or any other applicable laws or regulations.
7. Waivers, Modifications, or Alterations. Any waiver or modification of any of the provisions of this Agreement or the termination thereof, shall be in writing and signed by the parties.
8. Construction. This Agreement shall be governed by the laws of the state of Alaska.
9. Independent Contractor. Neither this agreement, nor anything contained herein, shall be construed to extend to Confluence the right to act as agent for Whittier nor to grant to Confluence any power of agency, whether actual, or apparent, or implied. Confluence shall remain throughout the performance of this Agreement an independent contractor.

IN WITNESS WHEREOF, the parties have set their hands and seals below.

CONFLUENCE STRATEGIES, INC.

CITY OF WHITTIER, ALASKA

Kristopher Knauss
Managing Partner

Jim Hunt
City Manager

Date

Date

ATTEST:

Naelene Matsumiya
CITY CLERK

**CITY OF WHITTIER, ALASKA
RESOLUTION # 36 -2021**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH ROBERTSON, MONAGLE & EASTAUGH, P.C., A PROFESSIONAL CORPORATION, TO PROVIDE PROFESSIONAL CONSULTING SERVICES IN THE FIELD OF FEDERAL GOVERNMENT RELATIONS, LEGISLATION AND BUDGETARY ISSUES, AND FOR RELATED PURPOSES

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

WHEREAS, the City has routinely been the beneficiary of various forms of federal funding and support in past years; and

WHEREAS, the City desires to have active representation in Washington, D.C. during the future Congressional sessions to support its interests; and

WHEREAS, the relationship between the City and Robertson, Monagle & Eastaugh, P.C. (“Firm”) continues to be mutually beneficial, with Whittier receiving excellent service from the Firm for many years; and

WHEREAS, the Firm proposes to represent the City for the period 2022 through 2025 for an initial sum of \$48,000; and

WHEREAS, the Whittier Municipal Code provides that Professional Service providers may be hired on a sole-source basis without a competitive procurement process; and

WHEREAS, the City Manager recommends that the City retain Robertson, Monagle & Eastaugh, P.C. as its federal lobbyist for the years 2022 through 2025.

NOW, THEREFORE, BE IT RESOLVED THAT: the City Council authorizes the City Manager to enter into a professional service agreement with Robertson, Monagle & Eastaugh to provide governmental consulting services to the City for the calendar years 2022 through 2025, for an initial sum not to exceed \$48,000 which funding will be included in the 2022 Budget. Future rate increases shall not rise by more than 5% per year without further approval of the City Council.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 12th day of October, 2021.

ATTEST:

Naelene Matsumiya
City Clerk

Dave Dickason
Mayor

Ayes:
Nays:
Absent:
Abstain:

AGREEMENT FOR FEDERAL LOBBYING SERVICES
BETWEEN
THE CITY OF WHITTIER, ALASKA
AND
ROBERTSON, MONAGLE & EASTAUGH

THIS AGREEMENT is effective January 1, 2022 and is made by and between the CITY OF WHITTIER, ALASKA, hereinafter called “WHITTIER” and ROBERTSON, MONAGLE & EASTAUGH, hereinafter called “LOBBYIST.”

WHEREAS, Lobbyist offers substantial expertise and knowledge in socio-political and government matters in the United States of America; and

WHEREAS, Whittier desires to make use of Lobbyist’s services in these areas and has offered to engage Lobbyist to render consultative, advisory and lobbying services to it in those fields; and

WHEREAS, Lobbyist desires to accept such an agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the recitals, promises and covenants contained herein, it is agreed by and between the parties as follows:

1. Duties and Term. Whittier hereby employs Lobbyist for consultative, legislative and administrative lobbying activities and to advise management on all matters as defined by mutual agreement and to render such services pertinent thereto in accordance with such instructions as may from time to time be given by Whittier. Lobbyist shall report and be responsible to the city manager of Whittier. Lobbyist shall devote its best effort and such time as shall be necessary, consistent with the provisions of this agreement. Whittier hereby contracts and employs Lobbyist beginning January 1, 2022 through December 31, 2025 unless extended by mutual consent.
2. Compensation. Whittier shall pay Lobbyist as compensation for its services hereunder as follows: \$4,000.00 each month for the term of this agreement, unless mutually agreed by the parties. Payment shall be made to Robertson, Monagle & Eastaugh upon presentation of an appropriate invoice.

3. Termination. This agreement shall remain in full force and effect for the term herein specified unless terminated or annulled by mutual agreement of the parties.
4. Nonassignability. This agreement is purely and solely with Lobbyist, it being understood that Whittier desires to make use of its unique experience and abilities. Accordingly, Lobbyist shall have no right to assign, transfer, pledge or otherwise affect the agreement, nor any interest thereunder, nor any of the monies due or to become due to it by reason of the terms therein.
5. Waivers, Modifications, or Alterations. Any waiver or modification of any of the provisions of this agreement or the termination thereof, shall be in writing and signed by the parties.
6. Construction. This agreement shall be governed by the laws of the state of Alaska.
7. Independent Contractor. Neither this agreement, nor anything contained herein, shall be construed to extend to Lobbyist the right to act as agent for Whittier nor to grant to Lobbyist any power of agency, whether actual, or apparent, or implied. Lobbyist shall remain throughout the performance of this agreement an independent contractor.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date below.

Bradley D. Gilman
ROBERTSON, MONAGLE & EASTAUGH

Jim Hunt
CITY OF WHITTIER, ALASKA

ATTEST:

Naelene Matsumiya
CITY CLERK

**CITY OF WHITTIER, ALASKA
RESOLUTION #37-2021**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER ALASKA, AUTHORIZING THE CITY MANAGER TO CONTINUE PROFESSIONAL SERVICES WITH APPRAISAL COMPANY OF ALASKA, LLC. TO PROVIDE FINANCIAL PERSONAL AND REAL PROPERTY APPRAISAL SERVICES FOR THE FY 2022 TAX YEAR, AND FOR RELATED PURPOSES.

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 of Whittier Municipal Code with regard to property appraisal and tax assessment; and

WHEREAS, the City has previously contracted for appraisal services with Appraisal Company of Alaska, LLC, and

WHEREAS, Appraisal Company of Alaska, LLC has proposed to perform the City’s appraisal tasks for the FY2022 tax year for the sum of \$12,000 plus reimbursable expenses; 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 continue its contractual relationship with Appraisal Company of Alaska, LLC for the purposes of conducting personal and real property appraisals for tax assessments;

NOW THEREFORE BE IT RESOLVED; the City Council authorizes the City Manager to continue the professional services agreement with Appraisal Company of Alaska, LLC to provide appraisal services for the FY2022 tax year, for a sum not to exceed \$12,000 plus reimbursable expenses.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 12th day of October, 2021.

Introduced by: Jim Hunt, City Manager

ATTEST:

Naelene Matsumiya
City Clerk

Dave Dickason
Mayor

Ayes:
Nays:
Absent:
Abstain:



City of Whittier 2022 Budget Calendar

October 12, 2021	Transmit budget directions and forms to Department Heads
October 19, 2021	Department budgets due to finance department
October 19 - 22	City manager and finance director meet with Department Heads to discuss budget requests
October 23 – November 6	Finance department develops personnel budget, revenue projections and determines estimated costs of insurance, administrative fees, cost allocations, debt service, vehicle leases, etc.
November 9 (Tuesday)	City Council Budget Work Session
November 10 (Wednesday)	City Council Budget Work Session
November 15	City Council Regular Meeting – Introduction of Budget Ordinance
December 20	City Council Regular Meeting – Public hearing and adoption of budget

Please note: Alaska Municipal League Conference will be held in Anchorage November 15 through 19.