



City Council Regular Meeting Agenda

December 16, 2025 at 7:00 PM

City Council Chambers, Whittier Alaska

Mayor: Victor Shen

City Manager: Jackie C. Wilde

City Clerk: Shelby Carlson

City Attorney: Holly Wells

Council Members: Tom Wagner, Seat B, Jamie Loan, Seat C, Renner Macal tao, Seat D, David Pinquoch, Seat E, Peter Denmark, Seat F, Lorianne Borg, Seat G

Call to Order

Opening Ceremony

Roll Call

Citizen Comments on Any Agenda Item Except Those Items Scheduled For Public

Hearing: Those who have signed in will be given the first opportunity to speak on any agenda item except those scheduled for Public Hearing. Time is limited to two (2) minutes per speaker and thirty (30) minutes total time for this agenda item.

Approval of Agenda and Consent Agenda: Approval of Consent Agenda passes all routine items indicated by asterisk (*). Consent Agenda items are not considered separately unless a council member requests. In the event of such a request, the item is returned to the Regular Agenda

Conflict of Interest: Immediately after the Council approves the agenda at a regular or special meeting, each Council member shall declare any financial interest in a matter appearing on the agenda. Any Council member or member of the public present at the meeting may question whether another Council member has a financial interest in a matter appearing on the agenda.

Presentations and Reports

1. Presentations
2. Mayor's Report
3. Vice Mayor's Report
4. City Manager Report – City Manager's Report includes, among other things, the Finance Director Report and the Water/Wastewater Manager Report

Public Hearings

5. Ordinance 2025-004 Adopting a New Chapter 13.12.025 of the Whittier Municipal Code Entitled "Water and Sewer Utility Service Deposit"

Ordinances for Introduction

Resolutions

6. *Resolution 2025-044 Adopting an Alternative Allocation Method for the FY26 Shared Fisheries Business Tax Program and Certifying That This Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in Fisheries Management Area 15 – Prince William Sound
7. Resolution 2025-045 Extending the Contract With CRW Engineering for an Additional Three Years, Through December 31, 2028, for Projects for Which Task Orders or Authorizations to Proceed Have Been Previously Let
8. Resolution 2025-046 Consenting to the Assignment of the Lease Agreement for Lot 1 of the Whittier Harborview Business Area From MiKelly Whittier Enterprises, Inc., F/K/A Lazy Otter Charters, Inc. to Three Helms, LLC, and Authorizing the City Manager to Execute Consent Documents
9. Resolution 2025-047 Approving Continued Technical Review Assistance for City Land Use Permit Applications in the Amount of \$18,000 and Approving the Mountain Goat Court Feasibility Evaluation in the Amount of \$23,902, for a Total Appropriation of \$41,902, and Authorizing the City Manager to Execute All Necessary Documents Under the Existing Term Contract With CRW Engineering Group, Inc.
10. Resolution 2025-048 Approving Amendments to the City Manager Employment Agreement Between the City of Whittier and Jackie C. Wilde
11. Resolution 2025-049 Approving a Conditional Letter of Intent Between the City of Whittier and the Alaska Railroad Corporation for the Purchase and Sale of Three Non-Contiguous Parcels Totaling Approximately 47 Acres, and Authorizing the City Manager to Execute the Conditional Letter of Intent and All Necessary Supporting Documents, Including Leases, Permits, and Related Transaction Documents, and to Negotiate a Final Purchase and Sale Agreement
12. Resolution 2025-050 Authorizing the City Manager to Execute an Agreement With the Municipality of Anchorage for the Whittier Police Department to Provide Police Services to the Girdwood Valley Service Area January 1, 2026, Through December 31, 2027
13. *Resolution 2025-051 Supporting House Bill 229, “An Act Exempting the State From Daylight Saving Time”

Other New Business

14. *Approval of the November 18, 2025 Regular Meeting Minutes

Informational Items and Reports (No Action Required)

15. October 2025 City Financial Reports: Please see City Council packet which contains monthly Financial Statements
16. Parks & Recreation Committee Minutes - November 5, 2025
17. Results of Council Advisory Question on Year-Round Sales Tax
18. Calendar of Agenda Packet Deadlines 2026
19. Safety Summit Flyer - January 21, 2026

Council Comments

Citizen Discussion: Those signed-in will be given the first opportunity to speak on any subject over which the Council has control. Time is limited to five (5) minutes per speaker.

Council and Administration Response to Citizen Comments

Executive Session

- 20.** Discuss the Alaska Railroad Corporation Land Purchase, as per Whittier Municipal Code 2.08.040(B)(1), matters that, if immediately disclosed, would tend to adversely affect the finances of the city.
- 21.** Discuss Leases, as per Whittier Municipal Code 2.08.040(B)(2), matters that would tend to injure the reputation of a person; provided, however, that the person may request a public discussion.

Adjournment

To: Whittier City Council
 From: City Manager Jackie C. Wilde
 Re: City Manager Report for December 2025 Council Meeting

The City of Whittier's November report captures significant progress and critical updates across multiple departments, showcasing the city's continued commitment to infrastructure development, financial accountability, and community engagement.

City Manager Office

Wilde Recognition for this month goes to every City employee. It is a privilege to work alongside this team each day and to witness the growth and strength they have shown over the past year. They are an essential part of our community, and their commitment to Whittier's best interest is evident in everything they do. I hope each of them knows how important it is to have them on this team and how much their work is appreciated. I extend to all of them my warmest wishes for a joyful holiday season.

Alaska Railroad Corporation (ARRC) Land Purchase- Work continues on the ARRC land purchase. Administration has been coordinating with our contractor to refine terms, confirm survey boundaries, and maintain progress on the transaction. Updates will be brought to Council as soon as final documents are ready for review.

Whittier Falls Park – Dirt Removal and Site Work- I have been working with QAP on the Whittier Falls Park area for dirt removal, clearing, and site preparation. QAP has confirmed interest and will continue coordinating with us on a proposed work plan. The goal is to begin clearing, hauling, and stabilization in the spring once conditions allow. Schedule information will be provided when construction dates are finalized.

Mountain Goat Court – Feasibility Study -In response to Council direction to explore land options suitable for future city-initiated lot creation and potential sale, I have been coordinating with CRW to complete a feasibility study on Mountain Goat Court. The feasibility study will be included in this meeting packet for approval. A work session was scheduled prior to the December 16 regular meeting at 5:30 p.m. to review background, scope, and anticipated deliverables.

Announcements / Community Events- City offices will be closed on December 17 from noon to 5:00 p.m. for the employee holiday party.

The Whittier Community School will host its holiday program on December 18 at 6:00 p.m. Community members are encouraged to attend and support our students during this event.

Closing- As we move into the final regular meeting of 2025, I want to express appreciation for the cooperation and engagement of the Council, the Planning & Zoning Commission, the Port & Harbor Commission, and the Mayor. I also want to recognize the staff of the City of Whittier. Their diligence, work ethic, and grit in showing up every day to support operations and make Whittier a better place is valued. I appreciate each member of this team.

Finance Department Report

This report reflects an abbreviated look at finance-related activities through the end of November

2025, with financial statements through October 2025. Through October, 83% of the fiscal year has elapsed.

FINANCIAL HIGHLIGHTS THROUGH OCTOBER

GENERAL FUND: Cash Balance in the General Fund at October is \$2,280,046. Based on 2025 Expenditure Budgeted expenditures of \$5,499,450, that level of cash is sufficient to cover 5.0 months of operations. The City's budget policy reflects the goal of establishing a reserve of between nine (9) and twelve (12) months. Revenues and transfers-in through October are at 90.3%, or actual of \$4,162,904 versus budget of \$4,608,374. Overall, Taxes are at 86.6%, with personal property tax at 101.2% of budget, real property tax at 91.2%, and sales tax at 84%. Sales Tax through October is lower than the prior year by <\$32,223>; this is despite the fact that the sales tax in 2025 was applicable year-round, whereas in 2024, sales tax was only applicable during the summer season. In other words, to-date, there is no increased sales tax revenue resulting from the switch from a seasonal to a year-round sales tax. Fish tax revenues received in September totaled only \$1,644 which are significantly lower than the budgeted \$60,000. Although Passenger Transportation Business Tax (PTBT) ceased in 2025 when it was replaced with the water-borne transportation fee, there remain \$9,556 in unbudgeted Business Transportation Tax revenues recorded in 2025 which were related to the prior year. The new Water-Borne Transportation Fee is reported not in the General Fund as the PTBT was in previous years, but in the Harbor Major Repair and Replacement Fund #73. Through October, collections from the Water-Borne Transportation Fee total \$190,880 versus a budget of \$520,000. However, in the previous year, collections of the PTBT Tax through October were approximately \$362,903, so collections of the Water-Borne Transportation Fee through October, are roughly \$170,000 lower than collections of the former PTBT Tax through October. However, this reduction in revenues is largely a timing issue, as we expect to collect at least \$484,000 in total Water-Borne Transportation Fees through the end of the year, potentially coming in under budget by \$36,000 or 6.9% lower than the budget projection. As has been discussed since the reallocation of these fees from the General Fund to the Harbor's Major Repair and Replacement Fund, this move helps to significantly strengthen the financial health of the Harbor by identifying a dedicated revenue source for the repair and replacement of harbor capital assets and infrastructure rather than relying on moorage and wharfage fees to replace aging floats, docks and related facilities. However, the loss of the Business Transportation Tax revenues to the General Fund has created a significant challenge for funding general government services in a community largely impacted by outside visitors. To address these impacts, Council approved implementation of a new Ground Transportation Impact Fee to take effect January 1, 2026. It remains to be seen whether the fee will be the subject of challenge from the industry; however, without the fee, the community does not have the means to address inadequate public restrooms, added cost of trash removal, impacts to roads and trails from the significant increase in visitor traffic, increase in public safety response calls, etc.

The bulk of intergovernmental revenues for State revenue sharing and state and federal grants, have not come in through October resulting in that classification of revenues being under budget by more than \$211,000. Of this, roughly \$76,000 in State revenue sharing is expected to be received in November. The bulk of the remaining budgeted revenues (and their corresponding expenses), are related to grants that are in process, but will cross over fiscal years. The Administration will seek Council authorization to re-appropriate these funds which will reduce both the grant revenue and grant expenditure budgets in 2025, and re-allocate those budgets to 2026, where the costs will be

incurred to close out the grants. This includes, for example, \$81,600 related to the Safe Streets for All Grant, and a portion of Cyber Security Grants. Lease revenues are higher than budget due largely to the City Council having agreed to allow Huna-Totem to delay being charged for their 2024 lease until 2025. That lease payment has been made, resulting in two years' worth of lease revenues being recorded ($\$200,000 \times 2 = \$400,000$) rather than only a single year. In addition, Lease Revenues will be further adjusted at year-end to reflect the GASB87 accounting treatment for leases. A complete picture of lease revenues also requires examining lease interest (account 01-360-4903) which is budgeted at \$373,000 with actuals to be recorded in December. Investment earnings are at approximately \$182,840 through October, which is more than \$100,000 higher than the conservative budget estimate of \$80,000. This is a large increase from the prior month, due to a delay in posting the investment interest allocation among funds.

General Fund expenditures and transfers-out are at 72.8%, or under budget by 10% through October. All General Fund departments are under budget through October except for Elections and Fire, but when Fire is properly combined with EMS, the divisions are well under budget. It is common for general government departments to delay purchases until later in the season to provide flexibility to address unforeseen issues that may arise. In addition, some material grant-related contracted services are expected to be billed after the summer season (economic development plan, transportation study). During the upcoming mid-cycle budget amendment process, the Administration anticipates requesting a re-allocation of salaries/benefits between the Fire and EMS divisions, given that we have two years' of experience with the new positions in those departments, with the goal of developing a budget that more fairly reflects the distribution of effort between the Fire and EMS functions.

The CRUISE SHIP TAX FUND received \$1,156,735 related to the previous years' collections of passenger fees. This is under the budgeted amount of \$1,625,000 by \$468,265 based on timing between the two years. The mid-cycle budget adjustment will request a downward adjustment in estimated revenue projections. We expect that in 2025, we will be under budget in revenues of \$450,000 due to this timing difference, but revenues related to the 2025 season will be received in February 2026 and are expected to be higher given the new cruise ship facility having just completed its first full season with a reported approximately 66,000 passengers.

WATER AND SEWER FUND: The Cash balance in the Water and Sewer Fund (the "operating fund", Fund 50) is \$690,741 in addition to cash available in the Water and Sewer Major Maintenance and Repair Fund (the "capital fund", Fund 75) of \$1,077,582, at October 31. Based on 2025 Budgeted Expenses (excluding depreciation) of \$428,645, cash reserves available in the operating fund are sufficient to cover 12 months of expenses. Cash reserves available in both the operating and capital funds, are sufficient to cover 49.5 months of operations. Water and Sewer Fund revenues through October exceed the annual budget at 104%, despite the primary seafood operator not being open for business in 2025. The sale of the business to Great Whittier, who anticipates operations starting in 2026, will likely have a positive impact on the water/sewer utility. Investment income below budget due to the lower interest rate environment, offset in part, by state grant revenues coming in \$10,000 higher than budget, representing a State DEC Lead Service Line Grant. While the 2025 budget includes anticipated debt service principal and interest expense of \$52,639, the City will not owe a debt payment in 2025 based on delaying completion of the new Sewer Lift Station project, for which a loan was taken out from DEC for completion. A pending reduction in the budgeted principal/interest will reduce those budgets in 2025, and adjust them to

reflect the anticipated new debt service costs which will be effective in 2026.

HARBOR FUND: The Cash balance in the Harbor Fund (the “operating fund”, Fund 51) is \$858,103, in addition to cash available in the Harbor Major Repair and Replacement Fund (the “capital fund”, Fund 73) of \$666,503, at October 31. Based on 2025 Budgeted Expenses (excluding depreciation) of \$2,235,210, cash reserves available in the operating fund are sufficient to cover 4.6 months of expenses. Cash reserves available in both the operating and capital funds (total \$1,524,606), are sufficient to cover 8.2 months of operations. Harbor Fund Revenues and Transfers-In for the Harbor Fund are at 85.7% through October. Overall, Charges for Services (includes moorage, utilities, wharfage, launch, parking, etc) are at 85.1% through October. Lease revenues exceed the annual budget but will be adjusted based on the new GASB67 accounting for leases, at year-end. Investment income is at 90.5% of budget and is expected to come in over budget by year-end. Grant revenues have been recorded for the Alaska Energy Authority RE-VEEP Harbor Lighting project. Expenses through October are at 81.6%. The Harbor also expects to come in under budget for the Outside Contractors line item, largely due to harbor staff being able to facilitate software conversions in-house rather than requiring costly outside assistance for much of the financial accounting conversion. A mid-cycle budget adjustment proposes to reduce the budget to account for some of these costs no longer being anticipated.

DELONG DOCK: The Cash balance in the Delong Dock Fund is \$1,443,314 at October 31. Based on 2025 Budgeted Expenses (excluding depreciation) of \$175,686, cash reserves available are sufficient to cover 10.1 months’ operations. Delong Dock revenues are expected to be adjusted in November but will still come in significantly under budget due to the closure of Whittier Seafoods plant in 2025. Interest revenues are higher than budget at \$37,003 versus a conservative budget projection of \$20,000. This helps to make up for the significant decline in wharfage revenues during the year. On the expense side, an adjustment will be made to reduce the budgeted transfer-out to the General Fund at year-end, as this transfer represents a portion of the anticipated revenues paid in the form of payments-in-lieu-of-taxes, and because revenues have come in under budget, so will the transfers-out from Delong Dock to General Fund. Through October, expenses are at 89.5%.

HARBOR MRRF: The Water-Borne Passenger Fees are new fees established in 2025 and collections through October total \$190,880 which is considerably lower than the fees collected through the same time period in 2024, for the Passenger Transportation Business Tax which was eliminated on January 1, 2025. It appears however, that the majority of the decrease is a timing issue, and that we can expect to end the year with total Water-Borne Passenger Fee revenues of approximately \$484,000 which is lower than the projected \$520,000 by <\$36,000>.

City Clerk/Assistant City Manager Report

Lease work has moved forward in several meaningful ways over the past month. At the request of the Port & Harbor Advisory Commission, we held a joint work session with both commissions to discuss the guiding principles for a progressive lease compliance system. Those principles are now being compiled into a draft plan. The commissions will have one more opportunity to review the plan before it is brought to Council in a dedicated work session for direction on next steps. We also received a request to assign the lease for Lots 1 and 1A in the Harbor View area (currently the Whittier Fudge Shop) to a new leaseholder; that assignment request appears before Council at this

meeting. Staff are also completing the draft Land Allocation Plan, which we intend to bring to Council in a January work session.

Progress continues on the Buckner Building and the City's Brownfield program as a whole. We submitted two applications to the Alaska Department of Environmental Conservation's Brownfields Assessment and Cleanup Service program—one for the future Whittier Falls Park site and one for the Whittier Community School. Both applications request a Phase II Environmental Site Assessment, with the expectation that the City's 2023 Brownfield Multipurpose Grant will cover the Phase I work. Staff are nearing completion of the draft RFP for a qualified environmental professional and the work plan for the CDS funding. Work has also begun on a Community Involvement Plan to ensure residents and stakeholders are meaningfully informed and engaged throughout the Brownfield process.

Whittier Moves, the Alaska Department of Transportation's Whittier Transportation Master Plan, continues to advance. The project team is completing the Existing Conditions and Traffic Study reports, which will frame the alternatives analysis and future public engagement phases. In parallel, the Safe Streets and Roads for All (SS4A) Safety Action Plan is underway. Planning is in progress for a community Safety Summit on **January 21st at the Whittier Community School**. A citywide Safety Survey is currently open, inviting both residents and visitors to share their experiences moving through Whittier. The survey results will help us identify hazardous locations, understand near-miss events that often go unreported, and prioritize projects that improve safety for pedestrians, drivers, freight, and recreation traffic.

Harbor Department Report

Admin

Admin Staff have mailed out the 2026 preferential and annual moorage agreements with a deadline for renewal on 15 Jan 2026.

Waitlist renewals for 2026 have also been mailed out and are slowing being returned. Deadline for renewal is 15 Jan 2026.

Aniva continues working on the migration over to the cloud based marina and Quickbook platforms. We are still doing dual data entry into the old desktop versions to proof out the future system. So far we are seeing excellent results and plan to be dedicated to the cloud based programs in March 2026. Harbormaster is working with the State to take full advantage of the Harbor Grant funds and they are agreeable. The additional \$277k (states portion) will allow us to purchase safety ladders and life ring brackets for lifering cabinets that will be placed throughout the entire harbor. This will be a major safety upgrade that will impact the entire harbor.

Operations

Phase III is ahead of schedule in regard to float/finger and pile production. Finishing touches are being done with electric and water system testing still underway. The city dock finger pier has been demolished and there are some useful possibilities with that area opening up that we will be looking at into the future. Harris will be departing for the holidays from 13 Dec – 3 Jan 2026.

Wind storms have been a little more frequent this past month and we have suffered some damage to a few power pedestals as a result. They have been fixed and made safe but parts are on order to make OEM repairs final.

Police Department Report

Monthly Activity Report – November 2025

Calls by Service Area

Service Area	Calls
Whittier	76
Girdwood Service Area	156
Other	2
Total	239

Narrative Summary

In November 2025, WPD handled 239 calls for service. Excluding Security Checks, Whittier accounted for 32 and Girdwood Service Area 54 calls. Serious incidents stood out: Welfare/Suicidal (6), MVA/Accident (3), Trespassing (3), Alarm (2), DV Assault W/ Weapon (1).

Bullet-Point Summary

- Whittier: 76 calls. Top types: COMMUNITY RELATIONS (7), EMS/Fire (7), Citizen/Civil Assist (2).
- Girdwood Service Area: 156 calls. Top types: Traffic (12), Disturbance (6), Welfare/Suicidal (5).
- Other: 2 calls. Top types: Welfare/Suicidal (1), MVA/Accident (1).
- Jurisdictional mix: Whittier 31.8%, Girdwood 65.3%, Other 0.8%.

Call Types by Jurisdiction

Call Type	Whittier	Girdwood	Other	Total
Security Check	44	102	0	146
Traffic	2	12	0	14
COMMUNITY RELATIONS	7	1	0	8
EMS/Fire	7	1	0	8
Disturbance	0	6	0	6
Welfare/Suicidal	0	5	1	6
Parking	1	4	0	5
Citizen/Civil Assist	2	2	0	4
PUBLIC ASSIST	1	3	0	4
ABANDONED VEHICLE	2	1	0	3
MVA/Accident	0	2	1	3
Trespassing	1	2	0	3
Alarm	0	2	0	2
DRUGS	1	1	0	2
FOLLOW UP	1	1	0	2
LOST PROPERTY	0	2	0	2
REDDI	0	2	0	2
Suspicious	0	2	0	2
CAD TESTING	1	0	0	1
FOUND/LOST PROPERTY	1	0	0	1
FRAUD	0	1	0	1
HAZMAT	1	0	0	1

INFORMATION	1	1	0	2
INTOXICATED PERSON(S)	1	0	0	1
MOTORIST ASSIST	0	1	0	1
PROTECTION ORDER VIOLATION	1	0	0	1
DV ASSAULT (WEAPON)	0	1	0	1
THREATENING	0	1	0	1
Theft	1	0	0	1
VEHICLE CHECK	0	1	0	1

Citation Information

Category	Whittier	Girdwood	Other	Total
Speeding	1	2	0	3
Ordinance	1	0	0	1
Total	2	2	0	4

25007061

On November 27, 2025, at approximately 1:08 a.m., the Whittier Police Department responded to a report of a stabbing at a residence on Alpine Meadows in Girdwood. The caller, **C.B.**, reported that his mother had been assaulted and stabbed by her boyfriend, **Jordan Mattingley**, who fled the scene prior to officer arrival.

WPD officers located the victim inside the home with a serious arm injury and provided emergency medical care before she was transported to a hospital by paramedics. Evidence at the scene indicated a violent assault. A knife believed to be used by the suspect was recovered. APD officers responded to an agency assist and located Mattingley on the Seward Highway North of Girdwood, where he was taken into custody without incident and remanded to the Anchorage Jail.

Mattingley was charged with **Assault in the 2nd Degree**, two counts of **Assault in the 4th Degree**, **Interference with the Report of a Domestic Violence Crime**, and **Violating Conditions of Release**.

The investigation remains ongoing. Further information will be provided as it becomes available.

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Welfare/Suicidal	0	5	1	6
Parking	1	4	0	5
Citizen/Civil Assist	2	2	0	4
PUBLIC ASSIST	1	3	0	4
ABANDONED VEHICLE	2	1	0	3
MVA/Accident	0	2	1	3
Trespassing	1	2	0	3
Alarm	0	2	0	2
DRUGS	1	1	0	2
FOLLOW UP	1	1	0	2
LOST PROPERTY	0	2	0	2
REDDI	0	2	0	2
Suspicious	0	2	0	2
CAD TESTING	1	0	0	1
FOUND/LOST PROPERTY	1	0	0	1
FRAUD	0	1	0	1
HAZMAT	1	0	0	1
INFORMATION	1	1	0	2
INTOXICATED PERSON(S)	1	0	0	1
MOTORIST ASSIST	0	1	0	1
PROTECTION ORDER VIOLATION	1	0	0	1
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VEHICLE CHECK	0	1	0	1

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Press Releases

25007061

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The investigation remains ongoing. Further information will be provided as it becomes available.

Fire Department Report

Whittier Fire/EMS – November Report

During the month of November, Whittier Fire/EMS responded to a total of **13 calls for service**, including:

- **6 EMS calls**
- **1 Hazmat**
- **1 walk-in**
- **4 Community Relations**
- **1 Public Assistance**

In addition to emergency responses, our crew remained actively engaged in community support and outreach:

- **Community Engagement:**
 - Held a Basic CPR class for the staff of the BTI
 - Attended breakfast with the children and staff of the Whittier Community School.
 - Conducted blood pressure checks for students participating in the Whittier Community School Wellness Challenge.

- **Meal Support Programs:**

We continued our partnership with Children's Lunchbox to ensure access to meals for local children and community members in need. Individuals were able to stop by the station between 9 a.m. and 5 p.m. for a meal, and we provided 210 meals throughout the month.

In collaboration with Whittier Community School students, meals were also delivered to veterans and their families in honor of Veterans Day.

For the Thanksgiving holiday, we distributed turkeys and hams to families in Whittier. Additionally, we worked alongside the Whittier Baptist Church to provide meals to families in need.



City of Whittier Fire/EMS Department Yearly Statistics 2025



	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec												
	Time			Time			Time			Time			Time			Time			Time			Time			Shift										
	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C								
EMS/Medical		5	1	1	5	1	1	4		5	6	5	2	11	4	1	8	12	4	13	6	7	8	8	3	10	3	1	4	2		3	3		
Fire		3			2			2			5			6	1		6			1	3					3	2		3						
Rescue					2			2					1			1	2		2	1		2	7			1		1			1				
Walk-In		1			2			3	2		4	1		3			4			5			5			1		2			1				
Transport out of Whittier						2	1		1	1	1	2			3			2		4	7	1	1	5	2		1	1			2				
After hrs call duty phone						1								4			2			4			7			1	2		6			3			
Out of Service Area					1			1						2					2		2		2	1	1	1		1							
Sub-total	0	8	1	1	10	1	1	9	0	5	11	5	2	20	5	1	15	14	4	16	12	7	12	15	4	15	7	1	8	3	0	4	3	0	0
Totals		9			12			10			21			27			30			32			34			26			12		13			0	
Community Outreach																																			
	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec												
	Time B			Time B			Time B			Time B			Time B			Time B			Time B			Time B			Time B										
Station Tours	2			7			8			11			25			40			61			11			9			9							
Meals Provided	50			33			24			11			118			123			196			53			12			55							
Other	1			5			6			8			9			11			8			3			3			1							
Totals	53			45			38			30			152			174			265			67			24			65			0		0		

226 Total calls for service
44 Calls for cruise ship passengers
19% of all medical calls cruise ship related

Time
A - 0000-0800
B - 0800-1800
C - 1800-2400

Public Works Monthly Report

During the past month, the Public Works and Water/Wastewater Department focused on seasonal preparation, equipment maintenance, and ongoing infrastructure projects. The Whittier Police Department decommissioned the former Chief's Expedition and completed the upfitting of the new Chief's truck. Preventive maintenance was performed, and winter tires were installed on all Police, Public Works, and Water/Wastewater vehicles. Public Works also readied snow response equipment, including snow boxes, blowers, sanders, loaders, and the grader.

Construction of Lift Station #5 has been completed. The department is finalizing contract deliverables and preparing the final grant documentation for submission.

The Water and Finance Departments are finalizing the \$3.5 million State Revolving Fund (SRF) grant for Well Field Improvements and automation upgrades. The department also removed and stored 22 seasonal meters for winter.

The Water Department attended ARWA certification training and **won "Best Tasting Water in Alaska" for the 11th time and is competing at the National Rural Water Association in Washington, D.C.**

Roadway operations transitioned to winter readiness, including updating signage and trash receptacles, marking hazards, and preparing 40 tons of winter sand for snow and ice control.

Significant progress was made on the Second Salmon Run (SCR) project between Mile 2 and 3.5. QAP cleared and grubbed 1.5 miles of roadway, built a pioneer road, installed 24 of 35 culverts, and moved nearly 10,000 cubic yards of rock. Three blasts were completed before QAP shut down for winter and opened the road for winter recreation.

Public Works and Finance are submitting a \$2.5 million FLAP Grant for SCR Milepost 3–3.5, due December 14, 2025.

Public Works successfully managed operations through the first blizzard of the year, ensuring both the Harbor contractor and the Inn at Whittier contractor remained operational.

The department continues organizing and inventorying the shop to improve efficiency and ensure adequate supplies for winter emergencies. The mechanic has focused on inventory assessment, procurement, and workspace improvements.

Throughout the month, the Public Works Director participated in multiple coordination meetings, including the City Council meeting and sessions with CRW Engineering regarding the Shotgun Cove Road project, Wastewater 301H permit renewal, and Lift Station #5. The Director also represented the City in the U.S. Forest Service's Trinity Point Master Plan (FLAP) project meetings. Additional coordination occurred with the City Manager on permitting, land use, and lease reviews, and with the Finance Director on CIP development, the FY2026 budget, and Water/Wastewater accounts receivable. The department also contributed to the Waterfront Development and Whittier Moves Transportation Master Plan initiatives.



HAPPY HOLIDAYS FROM THE CITY OF WHITTIER ADMINISTRATION & STAFF.
WE HOPE EVERYONE ENJOYS A SAFE AND MEANINGFUL HOLIDAY SEASON.

Agenda Statement

Meeting Date: December 16, 2025
To: City Council
Through: Jackie C. Wilde, City Manager
From: Kristin Erchinger, Finance Director
Agenda Item: Establishing Customer Deposit for Water/Sewer Utility



BACKGROUND, JUSTIFICATION, & INTENT:

The City of Whittier water and sewer utility does not currently require a customer deposit. To ensure that all customers who utilize utility service share in the cost of the service, and to protect the utility against unpaid customer bills, the Administration proposes to implement a water and sewer utility service deposit. This Ordinance does not propose to apply the deposit retroactively, - except to large-volume users who pose a financial risk to the utility's consumption levels and/or revenues -- but the deposit will apply to all new customers and any accounts that request or require change in ownership, change in service, to include turn-on, turn-off, service upgrade, new service, etc.

The Ordinance proposes a deposit equal to *two-months'* average site usage for residential and commercial customers other than special deposit customers. Customer deposits will earn interest and will be refunded to the customer upon termination or transfer of service, or may be refunded upon timely payment for a period of 24 months. The City reserves the right to require an increased deposit in special circumstances, and special deposit customers have the option instead, to post a bond in lieu of deposit.

The Administration will bring forward a proposed revision to the Tariff to include provisions for calculating deposit interest on customer deposits.

CONSISTENCY CHECKLIST:

	Yes	No	N/A
1. Legislative Priorities	☐	☐	☒
2. Comprehensive Plan	☐	☐	☒
3. Whittier Code:	☐	☐	☒
4. Other	☐	☐	☒

FISCAL NOTE: In the absence of a customer deposit, many customers fail to pay a final bill. The lack of a deposit requirement for example, resulted in a financial loss to the Water/Sewer Utility in 2023, in excess of \$110,000, representing 33% of the utility's annual budgeted revenue, or a material adverse financial impact.

ATTORNEY REVIEW: ☒ Yes ☐ No ☐ Not Applicable

RECOMMENDATION: Approve Ordinance 2025-004 establishing a Water and Sewer Utility Customer Deposit

Sponsored by: Wilde
Introduction Date: November 18, 2025
Public Hearing/Enactment Date: December 16, 2025

CITY OF WHITTIER, ALASKA
ORDINANCE 2025-004

AN ORDINANCE OF THE CITY COUNCIL OF WHITTIER, ALASKA ADOPTING A
NEW CHAPTER 13.12.025 OF THE WHITTIER MUNICIPAL CODE ENTITLED
“WATER AND SEWER UTILITY SERVICE DEPOSIT”

WHEREAS, the City of Whittier (the “City”) seeks to ensure the financial stability and efficient operation of its water and sewer utility system by maintaining adequate protections against unpaid customer bills; and

WHEREAS, establishing a customer deposit requirement provides a reasonable and equitable means of securing payment for services rendered, particularly for new or high-risk accounts, or for accounts that have an out-sized impact on the revenues of the utility; and

WHEREAS, unpaid or delinquent accounts create a financial burden on the utility and, by extension, on other ratepayers who must absorb the cost of uncollected revenues; and

WHEREAS, implementing a uniform deposit policy promotes fairness, accountability, and fiscal responsibility while ensuring the City’s ability to invest in the maintenance and improvement of the community’s water and sewer infrastructure; and.

WHEREAS, to qualify for termination of service, a customer will have utilized three months’ of utility service without payment, thus establishing a reasonable basis for a two-month deposit for standard residential and commercial customers, with allowance for Special Deposit provisions for large volume customers.

NOW, THEREFORE, THE WHITTIER CITY COUNCIL ORDAINS:

[ADDED LANGUAGE BOLD AND UNDERLINED; DELETED LANGUAGE STRICKEN THROUGH]

Section 1. Whittier Municipal Code section 13.12.025 **Establishment of a Water and Sewer Utility Service Deposit** is hereby established to read as follows:

13.12.025 Water and Sewer Utility Service Deposit

A. *Purpose.* In order to secure payment for utility services furnished by the City, each applicant for utility service shall, as a condition of service initiation, post a deposit in accordance with the following provisions.

B. *Residential Customers.* Except as otherwise provided herein, each residential customer shall pay a deposit equal to two (2) months’ average monthly charges for the service location (“site

average monthly charges”) as determined by the City based on the preceding twelve (12) months of service (or, if fewer than twelve months, the best available data).

C. *Commercial/Non-Residential Customers*. Except as otherwise provided herein, each commercial or non-residential customer shall pay a deposit equal to two (2) months’ average monthly charges for the service location, based on the preceding twelve (12) months of service or projected twelve (12) month usage for new service, (or the best available data) unless, because of their high volume utilization or the financial exposure they impose on the utility, they are deemed by the City Manager, to warrant a Special Deposit Requirement.

D. *Seasonal Commercial Customers Exception*. If a commercial or non-residential customer operates only on a seasonal basis, the deposit requirement shall be equal to two (2) months’ average charges based only on the operating season and the premises’ prior service history (i.e., site average monthly charges during its prior operating season), unless the property’s intended use is changed or, because, due to their high volume utilization or the financial exposure they impose on the utility, they are deemed by the City Manager to warrant a Special Deposit Requirement.

E. *Special Deposit Requirement for Large-Volume Customers*

Notwithstanding the standard customer deposit requirements applicable to residential and commercial customers, the Utility reserves the right to require a special deposit from any customer whose anticipated or actual water and/or sewer usage, payment history, or operational characteristics create a higher-than-normal financial exposure for the Utility.

1. *Applicability.*

This provision applies to any single customer or facility that, in the aggregate of their accounts:

- a. Exceeds a monthly average usage during their operational season, of 20,000 gallons; **or**
- b. Represents more than 10% of the Utility’s total monthly billed consumption or revenue during any portion of the year; **or**
- c. Operates under conditions where discontinuation of service or collection enforcement may be impracticable or delayed; **or**
- d. Otherwise presents a unique financial or operational risk as determined by the City Manager.

2. *Amount of Deposit.*

The special deposit shall be established based on not less than three (3) months of the customer’s average total billings, or an amount sufficient to reasonably protect the Utility’s financial interests, as determined by the City Manager. Alternatively, a commercial customer who is able to post a payment/performance bond naming the City of Whittier as an additional insured, equal to the three (3) months’ average operational period charges, may elect to do so in lieu of making a cash deposit, so long as the bond includes a provision to automatically notify the City in the event of cancellation, and in the event the bond is no longer in effect, the commercial customer has fifteen (15) calendar days in which to replace the bond with a cash deposit, or risk termination of utility service.

3. Review and Adjustment.

The special deposit amount may be reviewed periodically and adjusted to reflect changes in consumption, billing amounts, or risk exposure, in the sole discretion of the City.

4. Refund.

The deposit shall be refundable in accordance with the Utility's general deposit refund policies, provided the customer has demonstrated satisfactory payment history for a period of not less than twenty-four (24) consecutive months.

F. *Calculation Methodology.*

1. The "site average monthly charges" shall mean the sum of all applicable base charges, usage charges, service fees and other standard monthly utility charges for the last twelve (12) months (or for the prior operating season in the seasonal case), divided by the number of months (or season months) the service was active, as recorded in the City's utility billing system.

2. In the absence of twelve months' prior service at the site, or in the case of new construction or change in use, the City may estimate the expected average monthly charges or base the deposit on a similarly-located customer of like use, or such other methodology as the City Manager deems reasonable.

G. *Interest, Refund and Application of Deposit.*

1. Deposits held under this section may earn interest at the rate and on the terms established by the City and shall be held in a separate deposit account or fund.

2. Upon termination of service, discontinuation at customer request, or transfer of service to a new account at the same location, the deposit shall be applied to unpaid utility charges. Any remaining balance shall be refunded or credited to the customer within the City's standard billing-cycle timeframe.

3. The deposit requirement may be waived, reduced or refunded after a customer has demonstrated satisfactory payment history (e.g., twenty-four (24) consecutive months of continuous service with timely payments and no late or partial payments) as determined by the City's utilities policy.

H. *Adjustment of Deposit.* The City reserves the right to require an increased deposit if service usage significantly increases, or the customer's payment history warrants additional security.

I. *Delinquency and Service Termination.* If service is disconnected for nonpayment, the deposit may be applied to the delinquent balance and, if the remaining deposit is insufficient, the City may require additional deposit before restoring service.

J. *Implementation.* The City shall adopt by resolution a schedule and/or formula for deposit calculation consistent with this section and review it periodically for equity and cost coverage.

Section 2. Classification. This ordinance is a permanent code ordinance.

Section 3. Severability. If any provision of this ordinance or any application thereof to any person

or circumstances is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

Section 4. Effective Date. This ordinance shall become effective upon adoption. The customer deposit requirement will not be applied retroactively except in the case of customers with Special Deposit Requirements, and otherwise takes effect upon request for any and all changes to a customer account or service including, but not limited to: new owner, additional owner, change in responsible party, service turn-on, service turn-off, new service, service upgrade, etc.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 16th day of December, 2025.

Victor Shen
Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Shelby Carlson
City Clerk

(City Seal)

Agenda Statement

Meeting Date: December 16, 2025
To: City Council
Through: Jackie Wilde, City Manager
From: Kris Erchinger, Finance Director
Agenda Item: FY26 Shared Fisheries Business Tax Application



BACKGROUND. JUSTIFICATION & INTENT:

The City of Whittier is required to apply to the State of Alaska Department of Community and Economic Development (DCCED) each year to qualify for funding under the State's Shared Fisheries Business Tax Program. The purpose of the program is to share state fish tax collected outside municipal boundaries, with municipalities that have been affected by fishing industry activities. This program is different from the state fish tax sharing program which shares fish tax revenues collected inside municipal boundaries.

State law requires that funding be allocated first to fisheries management areas across the state based on the level of fish and shellfish processed in each area relative to total statewide fish and shellfish processed. Funds are then allocated among municipalities located within each fisheries management area, based on the relative level of impacts experienced by each municipality.

Whittier is located within Fisheries Management Area 15 – Prince William Sound Area which includes the communities of Whittier, Cordova and Valdez. For many years, the communities in FMA15 have agreed to utilize the alternative allocation method as it is considered to fairly distribute the significant effects of fisheries business activity. Under the alternative method, the three communities will share equal portions (one-third each) of the total allocation.

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	2020 Comprehensive Plan			X
2.	Whittier Code			X
3.	Other: <i>Letter from SOA DCRA dated 11/14/25 re: FY2026 Shared Fisheries Business Tax Program.</i>	X		

FISCAL NOTE: The total FMA 15 allocations have declined each year, as follows: FY26 allocation is expected to be \$6,526.87; FY25 allocation = \$21,752.02; FY24 allocation = \$45,861.94; FY23 allocation = \$110,234.51. The allocation between Cordova, Valdez and Whittier is expected to yield \$6,526.87 for each community, for a total FY15 Prince William Sound allocation of \$19,580.62.

ATTORNEY REVIEW: ☐ Yes ☐ No ☒ Not Applicable

RECOMMENDATION: That the Whittier City Council approve the Alternative Allocation Method and submit a request to the State of Alaska for the FY26 Shared Fisheries Business Tax Program.

Sponsored by: Wilde

**CITY OF WHITTIER, ALASKA
RESOLUTION 2025-044**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, ADOPTING AN ALTERNATIVE ALLOCATION METHOD FOR THE FY26 SHARED FISHERIES BUSINESS TAX PROGRAM AND CERTIFYING THAT THIS ALLOCATION METHOD FAIRLY REPRESENTS THE DISTRIBUTION OF SIGNIFICANT EFFECTS OF FISHERIES BUSINESS ACTIVITY IN FISHERIES MANAGEMENT AREA 15 - PRINCE WILLIAM SOUND

WHEREAS, AS 29.60.450 requires that for a municipality to participate in the Shared Fisheries Business Tax Program, the municipality must demonstrate to the State of Alaska Department of Commerce, Community and Economic Development (DCCED) that the municipality suffered significant effects during the year, from fisheries business activities; and

WHEREAS, 3 AAC 134.060 provides for the allocation of available program funding to eligible municipalities located within fisheries management areas specified by the DCCED; and

WHEREAS, 3 AAC 134.070 provides for the use, at the discretion of the DCCED, of alternate allocation methods which may be used within fisheries management areas if all municipalities within the area agree to use the method, and the method incorporates some measure of the relative significant effect of fisheries business activity on the respective municipalities in the area; and

WHEREAS, the Whittier City Council proposes to use an alternative allocation method to distribute the FY26 funding available within Fisheries Management Area 15 – Prince William Sound Area, in agreement with all other municipalities in the area participating in the FY26 Shared Fisheries Business Tax Program, consistent with how the shared fisheries business taxes have been allocated in recent years, and 3AAC 134.100 requires the governing body to include with the municipality’s application, an approved resolution certifying the information contained in the application to be true and correct.

NOW, THEREFORE, THE WHITTIER CITY COUNCIL HEREBY RESOLVES:

Section 1. The City Council hereby certifies that the alternative allocation method is considered to fairly reflect the distribution of significant effects of fisheries business activity in Fisheries Management Area 15 – Prince William Sound Area and approves the alternative method which results in the communities of Cordova, Valdez and Whittier sharing equal portions of the allocation.

Section 2. The City Manager is hereby authorized to submit the FY26 Shared Business Alternative Method Tax Application on behalf of the City of Whittier.

Section 3. This resolution shall be effective immediately upon adoption.

**CITY OF WHITTIER, ALASKA
RESOLUTION 2025-044**

Page 2 of 2

Item # 6.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council
on this 16th day of December, 2025.

Victor Shen
Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Shelby Carlson
Acting City Clerk

(City Seal)



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS
Anchorage Office

Item # 6.

550 W 7th Ave, Suite 1650
Anchorage, AK 99501
Main: 907.269.4501
Fax: 907.269.4563

November 14, 2025

City of Whittier
PO Box 608
Whittier, Alaska 99693

Dear Jim:

The Department of Commerce, Community, and Economic Development is pleased to announce availability of the **FY 2026 Shared Fisheries Business Tax Program**. The purpose of the program is to allocate a share of state fish tax collected outside municipal boundaries with municipalities that have been affected by fishing industry activities. Municipalities around the state will share approximately \$790,000.00 based on 2024 fisheries activity as reported by fish processors on their fish tax returns.

Your municipality is located within a fisheries management area, **FMA 15 City of Whittier**. I have attached a separate sheet that details the communities that are in your FMA, in addition to the anticipated payment. If the determination of the municipalities' allocation is \$50.00 or less, the department will determine that the amount of the effects from fisheries business activities is negligible and the department will not distribute the allocation to the applicant. This will be determined by the applications received within your FMA.

**DEADLINE FOR SUBMISSION OF COMPLETED APPLICATION IS
FEBRUARY 15, 2026**

Applications for the FY26 Shared Fisheries Business Tax will be found under the Opportunities page in the [DCRAGrants Management System](#). Attached with this letter is a blank resolution you can use then upload once you complete your application (additional copies may be found on the DCRA Grants and Funding website). You will receive a notification that the application period is open from [DGMS](#) no later than November 15, 2025.

If you have any questions, please contact me at caa@alaska.gov or at 907-334-2634.

Sincerely,

Kasey Bezold

Kasey Bezold
Grants Administrator 2

Enclosure
SBFT Blank Resolution for FMA
FMA Share Allocation

Council Agenda Statement

Meeting Date: December 16, 2025

To: City Council

Through: Jackie Wilde, City Manager

From: Scott Korbe, Public Works Director

Agenda Item: Contract Extension with CRW for In-Process Engineering Services



BACKGROUND, JUSTIFICATION, & INTENT:

The City issued a Request for Proposals (RFP) in June 2017 for Professional Engineering Services. The solicitation offered an initial term of three years with an option to extend for an additional two years (total five years). The City Council by motion, approved hiring CRW Engineering as the City's engineering firm, on June 20, 2017.

The City Council subsequently extended the CRW contract through December 31, 2025 via Resolution 2023-003. The City is in the process of advertising a Request for Proposals for engineering services which will establish a new contract for the successful engineering services proposer. In the meantime, the City does not wish to duplicate effort or cost, so we request Council authorization to continue utilizing CRW Engineering to construction projects for which the engineering has been previously authorized via task order or other authorizations to proceed.

The City anticipates continuing to work with CRW on the following projects which include, but are not limited to, the following projects which are in process: construction of Shotgun Cove Road, including construction administration and post-project survey and related efforts; Lift Station No. 5 and related 301H waiver and sludge testing, removal, and disposal; Water Well Replacement Project; City Park and playground; Whittier Core (design and engineering of Core roads, sidewalks, stormwater), Utility extension along Whittier Street, etc. potential boat launch ramp at Head of the Bay, and projects involving design/engineering of the Whittier Core road and stormwater system, Water Well Replacement and Automation project, and water/sewer design for service extensions along Whittier Street, among other various engineering projects.

CRW has provided excellent service to the City and has gained unique expertise in designing much of the utility infrastructure replacement projects for the City's water and utility system, the Shotgun Cove Road Project, City Park, and other important City projects. The Public Works Director recommends extending the professional services contract based on the firm's excellent work product, expertise with Whittier-specific infrastructure and needs, and CRW's reasonable costs.

The procurement of Professional Services is governed by Whittier Municipal Code 3.32.210 (D) which allows contract award to the agency "best qualified and shall be for an amount of compensation determined to be fair and reasonable" after interested parties submit their statement of qualifications to the purchasing office. Given that the City's Shotgun Cove Road, Well Field design and City Park projects, among others, are ongoing and it is not prudent to change engineering firms mid-project, the administration recommends extending the contract by an additional three years (to December 31, 2028).

CONSISTENCY CHECKLIST:

	Yes	No	N/A
1. Comprehensive Plan: <i>Goals 1.3.1, 2, and 3; Goal 3.1, and Goal 4.1</i>	☒	☐	☐
2. Whittier Code: <i>WMC 3.32.210(D) and 3.32.110(D) and (E)</i>	☒	☐	☐
3. Other: City Council minutes June 20, 2017; RES 2023-003	☒	☐	☐

FISCAL NOTE: This contract extension does not appropriate funds

ATTORNEY REVIEW: ☐ Yes ☒ No ☐ Not Applicable

RECOMMENDATION: Administration recommends Council approve a three-year contract extension with CRW Engineering.

Sponsored by: Wilde

**CITY OF WHITTIER, ALASKA
RESOLUTION 2025-045**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, EXTENDING THE CONTRACT WITH CRW ENGINEERING FOR AN ADDITIONAL THREE YEARS, THROUGH DECEMBER 31, 2028, FOR PROJECTS FOR WHICH TASK ORDERS OR AUTHORIZATIONS TO PROCEED HAVE BEEN PREVIOUSLY LET

WHEREAS, the City of Whittier solicited a Request for Proposals for professional engineering services and selected CRW Engineering (CRW) among at least three responsive and responsible proposers, by Council motion at its meeting of June 20, 2017; and

WHEREAS, since that initial selection, the contract for engineering services has been extended with a current expiration date of December 31, 2025; and

WHEREAS, best practice requires the periodic solicitation of services to promote competitive procurement and to ensure the City receives the best quality service at the best possible price, and the City is in the process of preparing to issue a request for proposals for professional engineering services; and

WHEREAS, the City desires to extend the contract with CRW as to the projects that are currently in process, to avoid unnecessary duplication of cost and effort; therefore, the pending solicitation for engineering services will exclude projects for which the City and CRW have previously entered into task orders or for which CRW has received authorization to proceed, including, but not limited to, the following projects: Shotgun Cove Road, including construction administration and post-project survey and related efforts; Lift Station No. 5 and related 301H waiver and sludge testing, removal and disposal; Water Well Replacement Project; City Park; Whittier Core (design and engineering of Core roads, sidewalks, stormwater); Utility extension along Whittier Street, etc.; and

WHEREAS, certain services unrelated to engineering services such as cost estimating, land use permitting, and GIS services, have been separately authorized between the City and CRW and are unaffected by this resolution or by the request for proposals for engineering services; and

WHEREAS, the City has received excellent service from CRW and the requirement to solicit proposals for professional engineering service is based solely on City's efforts to ensure competitive procurement and to follow best practice and is in no way a reflection on the excellent services the City has received for engineering since 2017.

NOW, THEREFORE, THE WHITTIER CITY COUNCIL HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized to sign an extension to the contract with CRW through December 31, 2028 for projects for which task orders or authorizations to proceed have been previously let.

Section 2. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 16th day of December, 2025.

Victor Shen
Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Shelby Carlson
City Clerk

(City Seal)

Council Agenda Statement

Meeting Date: December 16, 2025
To: City Council
Through: Jackie C. Wilde, City Manager
From: Shelby Carlson, Assistant City Manager



Agenda Item: Lease Assignment Request – Lazy Otter Charters Inc to Three Helms for Lot 1 of the Whittier Harborview Business Area

BACKGROUND, JUSTIFICATION, & INTENT:

The City received a written request from the current lessee, MiKelly Whittier Enterprises, Inc. (formerly Lazy Otter Charters, Inc.), to assign its leasehold interests in Lots 1 and 1A of the Whittier Harbor View Business Area to Three Helms, LLC. The request is associated with the sale of the charter businesses previously operated by the lessee on a separate lot.

Lot 1—including the building currently known as the *Whittier Fudge Shop*—is intended to transition from its existing retail use to housing the charter operations purchased by Three Helms, LLC. The *Whittier Fudge Shop* business itself was not sold, so both the **lessee** and the **authorized use** of Lot 1 will change as part of this assignment.

This resolution would authorize the City Manager to execute the necessary consent documents to complete the assignment and update the associated lease records.

CONSISTENCY CHECKLIST:

	Yes	No	N/A
1. Comprehensive Plan	☐	☐	☒
2. Whittier Code: 3.38.520 - Assignment	☒	☐	☐
3. Other: <i>Letter from Lazy Otter Charters dated November 21, 2025</i>	☒	☐	☐

FISCAL NOTE: N/A

ATTORNEY REVIEW: ☒ Yes ☐ No ☐ Not Applicable

RECOMMENDATION: Approve lessee's request to assign the lease for Lots 1 and 1A, Harborview Business Area, from Lazy Otter Charters Inc to Three Helms.

Sponsored by: Wilde

**CITY OF WHITTIER, ALASKA
RESOLUTION 2025-046**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA
CONSENTING TO THE ASSIGNMENT OF THE LEASE AGREEMENT FOR LOT 1 OF
THE WHITTIER HARBORVIEW BUSINESS AREA FROM MIKELLY WHITTIER
ENTERPRISES, INC., F/K/A LAZY OTTER CHARTERS, INC. TO THREE HELMS,
LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONSENT
DOCUMENTS**

WHEREAS, the City of Whittier, Alaska (“City”), as landlord, and MiKelly Whittier Enterprises, Inc., F/K/A Lazy Otter Charters, Inc., as tenant, are parties to the Restatement of and Amendment to Lease Agreement, Whittier Harborview Business Area, dated June 15, 2021, for Lot 1 of the Whittier Harborview Area (“Lease Agreement”); and

WHEREAS, Michael L. Tonn, d/b/a Alaska Wild Guides, desires to assign all its right, title, and interest in the Lease Agreement as to Lot 1 to Three Helms, LLC; and

WHEREAS, Three Helms, LLC has expressed its intent to be bound by the terms of the Lease Agreement, the terms of which are consistent with Whittier Municipal Code; and

WHEREAS, Whittier Municipal Code 3.38.520 requires that all lease assignments be approved by the Council via resolution; and

WHEREAS, it is in the City’s best interest to consent to the assignment of the Lease Agreement from MiKelly Whittier Enterprises, Inc., f/k/a Lazy Otter Charters, Inc. to Three Helms, LLC.

NOW, THEREFORE, THE WHITTIER CITY COUNCIL HEREBY RESOLVES:

Section 1. The City hereby consents to the assignment of the Lease Agreement from MiKelly Whittier Enterprises, Inc., f/k/a Lazy Otter Charters, Inc. to Three Helms, LLC. The City Manager is authorized and directed to execute all documents necessary to affect this consent.

Section 2. This resolution shall take effect immediately upon adoption.

**CITY OF WHITTIER, ALASKA
RESOLUTION 2025-046**

Page 2 of 2

Item # 8.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on
this 16th day of December, 2025.

Victor Shen
Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Shelby Carlson
City Clerk

(City Seal)

CONSENT TO ASSIGNMENTS OF LEASE

The undersigned Lessor, City of Whittier (“Lessor”), whose address is P.O. Box 608, Whittier, AK 99693, hereby consents to the assignment of the Restatement of and Amendment to Lease Agreement for Whittier Harborview Area, Lot 1, dated June 15, 2021, as amended (the “Lease”) from MiKelly Whittier Enterprises, Inc., f/k/a Lazy Otter Charters, Inc., an Alaska corporation having an address of 654 Waterfall Drive, Eagle River, Alaska 99577 (“Assignor”), to Three Helms, LLC, an Alaska limited liability company having a mailing address of P.O. BOX 721, WHITTIER, AK 99693 (“Assignee”), covering the following described real property situated in the Harborview Area in Whittier, Alaska, and more particularly described as:

Lot 1 and Lot 1A containing approximately 1365 square feet within “Area B” according to the Whittier Small Boat Harbor and Vicinity Lease Map, filed as Plat 88-64, located in the Anchorage Recording District, State of Alaska,

which real property is shown more particularly in the Lease Lot Exhibit attached to the Lease as Exhibit A.

Lessor further hereby consents to the collateral assignment of Lease, as amended, under the terms of that Assignment of Lease for Security purposes, dated as of the ___ day of December, 2025 (the “Collateral Assignment”), provided that nothing in this Consent or in the Collateral Assignment or any underlying loan documents, including but not limited to any note, shall operate to grant the secured lender any greater rights, or obligate the Lessor to greater obligations, than the respective rights and obligations set out in Lease.

Except as otherwise expressly stated herein, nothing in this consent is intended to amend or alter any of the terms and conditions of the Lease or any amendments thereto previously executed by Lessor and Assignor, or any predecessor in interest to either of them, all of which terms and conditions remain in full force and effect.

Assignee has made certain representations and warranties to Lessor regarding its financial position in connection with the requested assignment of the Lease to Assignee. Any representation or warranty made by Assignee orally or in any document or certificate furnished to Lessor in connection herewith which is untrue in any material respect as of the date on which made shall be an event of default for which the Lessor may terminate the Lease.

Nothing in this consent releases Assignor from any obligations under the Lease that may have first arisen or accrued or be based on events that occurred before the date of the Assignment. Nothing in this consent is to be construed as a consent by Lessor to any subsequent assignment.

Lessor’s consent is expressly conditioned upon (1) the written Assignment and Assumption of Restatement of and Amendment to Lease Agreement for Whittier Harborview Area Lot 1 being fully executed and effectuated by Assignor and Assignee (the “Assignment and Assumption”); (2)

Assignee's execution of the First Amendment to the Lease in the form annexed hereto as **Exhibit 1** (the "First Amendment"). Lessor's consent shall not be effective until such Assignment and Assumption and First Amendment have been executed, delivered, and accepted by the Assignor and Assignee, as the case may be, and until Lessor has received a fully executed copy of each. If Assignor and/or Assignee, as the case may be, fails to execute and deliver the Assignment and Assumption and/or the First Amendment within fifteen (15) days after the date of this consent, Lessor's consent to the Collateral Assignment and Assignment and Assumption shall automatically be deemed withdrawn, null and void, and of no force and effect, and Assignor shall remain bound by all obligations under the Lease as if no consent had been given, and Assignee shall be deemed to have no interest in and to the Lease or the Leased Premises, and the Lease shall continue unmodified by the First Amendment.

Any capitalized terms not defined herein have the same meaning and effect ascribed to them in the Lease.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Lessor has executed this Consent to Assignments of Lease as of the ____ day of December, 2025.

LESSOR:
City of Whittier

By: Jackie Wilde
Title: City Manager

[illegible]

The foregoing instrument was acknowledged before me this ____ day of December, 2025, by Jackie Wilde, the City Manager of the City of Whittier, an Alaska municipal corporation.

Notary Public in and for the State of Alaska
My Commission Expires: _____

EXHIBIT 1

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”), is made as of the ___ day of December, 2025 (the “Amendment Date”), by and among the CITY OF WHITTIER, an Alaska municipal corporation (“Lessor” or “City of Whittier”), whose address is P.O. Box 608, Whittier, Alaska 99693, and THREE HELMS LLC, whose mailing address is P.O. Box 721, Whittier, Alaska 99693, as assignee of Lazy Otters Charters, Inc (“Lessee”). Lessor and Lessee are collectively referred to as the “Parties.”

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain Restatement of and Amendment to Lease Agreement for Whittier Harborview Area, Lot 1, dated June 15, 2021 (“Lease”), in which Lessee leased real property from the City of Whittier described in the Lease Agreement as follows:

Lot 1 and Lot 1A containing approximately 1365 square feet within “Area B” according to the Whittier Small Boat Harbor and Vicinity Lease Map, filed as Plat 88-64, located in the Anchorage Recording District, State of Alaska.

which real property is shown more particularly in the Lease Lot Exhibit attached to the Lease as Exhibit A. (“Leased Premises”); and

WHEREAS, the Lease was assigned to Lessee concurrently with the execution of this First Amendment by way of Assignment and Assumption of Restatement of and Amendment to Lease Agreement for Whittier Harborview Area Lot 1 (the “Assignment”); and

WHEREAS, as a condition to Lessor’s consent to the Assignment the parties have agreed to amend the Lease to modify the permitted uses for the Leased Premises, and to make other additional changes which are mutually agreeable to the parties as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledges, Lessor and Lessee agree as follows:

1. Section 13 of the Lease is amended to insert the following paragraph following the first full paragraph in that section:

USE OF PREMISES AND PERFORMANCE REQUIREMENTS. In the event Lessor requires use of the Leased Premises for a harbor expansion, and so notifies Lessee in writing of the required relocation of its business and operations conducted pursuant to this Lease at such other reasonable location determined by Lessor, then Lessee shall remove all fixtures and improvements to the new location within ninety (90) days, or such other reasonable time period specified by Lessor. In that

event, this lease shall continue in effect at the new premises for its duration, and the lease modified accordingly.

2. Section 16 of the Lease is amended to delete Section 16 in its entirety, and replace with the following:

16. USE OF PREMISES AND PERFORMANCE REQUIREMENTS. Lessee will be operating food service and gift store at the Leased Premises, and may also use the Leased Premises to provide charter and water taxi and related services. Lessee covenants that the Leased Premises will only be used for the purposes directly related to the services or sales above and related activities thereto and no other use whatsoever shall be made of the Leased Premises. Each calendar year, Lessee will operate at least seasonally over the Whittier summer tourist season ("Summer Season"), which is generally between May and September of each calendar year. In the event Lessee fails to operate their business during the Summer Season, Lessor may send Lessee written notice of said default occurring during the Summer Season, and if said default is not corrected within fifteen (15) days thereafter, Lessor may, by written notice, terminate this Lease for Cause.

Lessee further covenants that they will neither cause, nor maintain, nor permit any public or private nuisance to exist on the Leased Premises, nor will Lessee fail to maintain the land in an orderly, neat and clean condition, free of hazard and nuisance. Trash, debris, usable machinery, etc., will be disposed of as soon as practica. Building materials and/or supplies will be neatly stacked and/or stored. Lessee shall not permit storage of any equipment or material on the Lease Premises not directly related to the business of Lessee.

If Lessee desires to change the nature of their business on a going-forward basis, the Lessee must give the Lessor written notice to allow the Lessor to set a time in which to meet with Lessee to renegotiate the terms of this Lease.

3. Section 24 of the Lease is amended to delete Section 24 in its entirety, and replace with the following:

24. ARBITRATION CLAUSE. The disputes arising under the terms of this Lease, except for (i) disputes relating to or concerning the payment or non-payment of any Rent, additional rent or other amounts due under the Lease (and/or the enforcement of remedies relating to such payment or non-payment issues), and (ii) disputes concerning rent adjustments under Section 6 of the Lease, shall be subject to arbitration. Such arbitration ("Arbitration") shall be in accordance with the Arbitration Rules for the promulgated by the American Arbitration Association as then in effect, each party to appoint one arbitrator and those two arbitrators to appoint a third arbitrator. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof, subject, however, to the provisions of AS 09.43.010 et seq. (the "Alaska Uniform Arbitration Act") which are not in conflict with said Rules; provided, however, if such Association is not then functioning or such Rules are not then in effect, Arbitration shall be conducted

in accordance with the requirements of the Alaska Uniform Arbitration Act, or such other provisions of the statutory laws of the State of Alaska as may be enacted in lieu of the Alaska Uniform Arbitration Act, one arbitrator to be appointed by each of the parties hereto, and those two arbitrators to promptly appoint a third arbitrator. All such arbitration proceedings shall take place in Anchorage, Alaska. In any such arbitration proceeding, each party shall have full access to the books and' records of the other party and the power to call for testimony any employee, agent or officer of any other party and all other rights to discovery afforded under the then applicable Alaska Rules of Civil Procedure or rules or laws applicable to Alaska Superior Court proceedings adopted in lieu thereof, shall be applicable, all of which shall be fully enforceable by the arbitrators or, if they fail to effect such enforcement, by the Superior Court of the State of Alaska at Anchorage, Alaska.

4. Section 24 of the Lease is amended to delete Section 24 in its entirety, and replace with the following:

Except as set forth in this Section 24, Lessee may not assign or sublet the Leased Premises, or any part thereof, without the prior written consent of Lessor to such subletting or assignment. Lessee's request to assign or sublease must be in writing and must show the name and address of the proposed assignee or sublessee, as well as the financial history and operating plan of said assignee or sublessee, and are subject to the provisions of Whittier Municipal Code ("WMC") then in effect and approval by the Whittier City Council, including, without limitation WM 3.58.520. Any assignment or subletting without Landlord's written consent shall be absolutely void, not just voidable, and, at Landlord's election, shall constitute a default. If Lessee is not a natural person, the term "assignment" shall include, but not be limited to, any change in the structure of or the ownership of Lessee whereby ownership or control of the affairs of Lessee is transferred to persons other than those exercising such control on the Amendment Date. No assignment shall be approved unless the rental rate is at or above the fair market value for the Leased Premises at the time the assignment is executed.

If Lessee requests a proposed assignment or subletting, Lessor must first consent prior to the conveyance by Lessee to any subsequent assignee or sublessee, and Lessee shall reimburse Landlord, whether or not consent is ultimately given, for any legal fees or other expenses Landlord incurs in connection with such request.

In the event that the Rent due and payable by any permitted sublessee or assignee exceeds the Rent payable under this Lease, then Tenant shall be bound and obligated to pay Landlord, as additional rent hereunder, one-hundred percent (100%) of all such excess Rent within ten (10) days following receipt thereof by Tenant, unless a lesser amount is approved by the Lessor in writing prior to the assignment or subletting. Lessee agrees to provide the City with access to any and all records related to the rent paid by any permitted assignee or sublessee and the terms and conditions of any permitted assignment or sublease.

5. No Other Changes. All other provisions of the Lease Agreement shall remain the same and shall continue in full force and effect. All references to the “Lease” or any derivative thereof used in the Lease shall be understood to mean the Lease as amended and modified by this First Amendment.

6. Change of Lessee’s Notice Address. From and after the Amendment Date, the notice address for Lessee set forth in Section 22 of the Lease is changed to the following:

Attention: Tamara Lang
Three Helms, LLC
P. O. Box 721
Whittier, AK 99633

7. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one binding document.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Amendment Date set forth above.

LESSOR:

CITY OF WHITTIER

By: _____ Do not sign

Its: City Manager

LESSEE:

THREE HELMS LLC

By: _____ Do not sign

Tamara Lang, Authorized Member

STATE OF ALASKA

)

) ss.

THIRD JUDICIAL DISTRICT

)

On _____, 2025, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Jackie C. Wilde, City Manager of the City of Whittier, known to me and to me known to be the individual named in and who executed the foregoing First Amendment in her capacity as City Manager of the City of Whittier, and that she acknowledge to me that she signed and sealed the same as her free and voluntary act for the uses and purposes therein stated.

_____ Do not sign

Notary Public in and for Alaska

My Commission Expires: _____

STATE OF ALASKA

)

) ss.

THIRD JUDICIAL DISTRICT

)

On _____, 2025, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Tamara Lang, known to me and to me known to be the individual named in and who executed the foregoing First Amendment in her capacity as

Authorized Member of Three Helms LLC, and that she acknowledge to me that she signed and sealed the same as her free and voluntary act for the uses and purposes therein stated.

Do not sign

Notary Public in and for Alaska

My Commission Expires:_____

DRAFT

Agenda Statement

Meeting Date: December 16, 2025

To: City Council

From: Jackie C. Wilde, City Manager

Agenda Item: Resolution 2025-047 Approval of Continued Technical Review Assistance for Land Use Permit Applications and Mountain Goat Court Feasibility Evaluation Under CRW Engineering Group Term Contract



BACKGROUND, JUSTIFICATION, & INTENT:

The City utilizes CRW Engineering Group, Inc. to provide technical review of Land Use Permit Applications to ensure compliance with Whittier Municipal Code, zoning requirements, and established development standards. CRW has been supporting this function under the City's Term Contract, guided by their May 9, 2025 proposal and Task Order #33 dated June 5, 2025. Over the past six months, CRW has completed five application reviews and associated project support, expending approximately \$18,000 of the original \$25,000 allocation. CRW has proposed continuing this assistance for another six-month period in the amount of \$18,000.

Increasing access to fee-simple lands for residential development is a priority for the City. Opening additional developable areas directly supports long-term community growth, improved housing availability, and alignment with Whittier's land management objectives. Mountain Goat Court represents a potential route to upper parcels that could accommodate future housing. To determine whether this area can be responsibly opened for development, the City requires a feasibility evaluation.

CRW has proposed completing a preliminary feasibility evaluation to assess the viability of extending Mountain Goat Court. The work will include terrain assessment, route identification, development of preliminary design criteria, evaluation of stream crossing requirements, and preparation of a rough order-of-magnitude cost estimate. The proposed fee for this work is \$23,902. The results will determine whether additional engineering or a Design Study Report should be pursued.

This action is consistent with City goals and policies. The evaluation supports comprehensive plan direction to improve housing opportunities and to responsibly expand residential capacity. Continuing technical land use permit reviews ensures consistent application of WMC Title 17 and maintains the City's ability to process applications in compliance with zoning and development standards. The feasibility study represents an informational step aligned with long-term capital

planning by providing baseline data needed to assess whether Mountain Goat Court should become a future CIP project. Financially, the combined \$41,902 appropriation fits within the existing CRW Term Contract and utilizes available professional services funding. Environmentally, the scope is limited to analysis and a site visit, with no disturbance or construction authorized. The work also aligns with community interests by enhancing the City's capacity to respond to development activity and to evaluate new areas for potential fee-simple residential use.

Together, these elements justify and support the intent of the resolution: to maintain timely technical review capacity for Land Use Permit Applications and to obtain the information necessary to determine whether Mountain Goat Court can support future residential access consistent with the City's long-term goals.

CONSISTENCY CHECKLIST:

	Yes	No	N/A
1. Legislative Priorities: <i>Acquisition of ARRC Non-Operational Lands</i>	☒	☐	☐
2. Comprehensive Plan: <i>Supports long-term residential expansion and community growth goals.</i>	☒	☐	☐
3. Whittier Code: <i>Supports enforcement of WMC Title 17 – Zoning and land development standards.</i>	☒	☐	☐
4. Other	☐	☒	☐

FISCAL NOTE: A total of **\$41,902** will be appropriated under the City's existing Term Contract with CRW Engineering Group, Inc. This amount includes \$18,000 for continued technical review of Land Use Permit Applications and \$23,902 for the Mountain Goat Court Feasibility Evaluation. Funding is not currently available, and an amendment to the **2026 fiscal budget** will be required.

ATTORNEY REVIEW: ☐ Yes ☐ No ☒ Not Applicable

RECOMMENDATION: Administration recommends approval of Resolution 2025-047.

Sponsored by: Wilde

**CITY OF WHITTIER, ALASKA
RESOLUTION 2025-047**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, APPROVING CONTINUED TECHNICAL REVIEW ASSISTANCE FOR CITY LAND USE PERMIT APPLICATIONS IN THE AMOUNT OF \$18,000 AND APPROVING THE MOUNTAIN GOAT COURT FEASIBILITY EVALUATION IN THE AMOUNT OF \$23,902, FOR A TOTAL APPROPRIATION OF \$41,902, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS UNDER THE EXISTING TERM CONTRACT WITH CRW ENGINEERING GROUP, INC.

WHEREAS, the City of Whittier receives Land Use Permit Applications that require timely, specialized review to ensure compliance with municipal code and development standards; and

WHEREAS, CRW Engineering Group, Inc. currently provides this technical review under the May 9, 2025 proposal and City Task Order #33 dated June 5, 2025; and

WHEREAS, CRW has completed five application reviews over the last six months, expending approximately \$18,000 of the original \$25,000 allocation for this work; and

WHEREAS, CRW has proposed continuing technical review assistance for an additional six-month period in the amount of \$18,000; and

WHEREAS, increasing the availability of fee-simple lands for residential development is a priority of the City in order to support long-term community growth and improve access to housing opportunities; and

WHEREAS, evaluating the feasibility of developing Mountain Goat Court aligns with this priority by identifying whether additional fee-simple housing lots can be responsibly opened for future development; and

WHEREAS, the City of Whittier seeks to assess the feasibility of developing Mountain Goat Court to improve access to undeveloped areas within the community; and

WHEREAS, CRW has submitted a proposal to complete a preliminary feasibility evaluation, including site analysis, route identification, design criteria development, and rough order-of-magnitude cost estimates; and

WHEREAS, CRW proposes to complete the Mountain Goat Court Feasibility Evaluation for \$23,902 under the City's existing Term Contract; and

WHEREAS, the total cost for both the continued technical review assistance and the feasibility evaluation is \$41,902.

NOW, THEREFORE, THE WHITTIER CITY COUNCIL HEREBY RESOLVES:

Section 1. The City Council approves the continuation of technical review assistance for Land Use Permit Applications in the amount of \$18,000.

Section 2. The City Council approves the Mountain Goat Court Feasibility Evaluation in the amount of \$23,902.

Section 3. A total of \$41,902 is hereby appropriated for these purposes under the existing Term Contract with CRW Engineering Group, Inc.

Section 4. The City Manager is authorized to execute all documents necessary to carry out the intent of this resolution.

Section 5. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 16th day of December 2025.

Victor Shen
Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Shelby Carlson
City Clerk

(City Seal)



December 3, 2025

Jackie C. Wilde, City Manager
 City of Whittier
 660 Whittier Street
 Whittier, Alaska 99693-0608

RE: Continued Technical Review Assistance for City Land Use Permit Applications & Mountain Goat Court Feasibility Evaluation

Dear Ms. Wilde,

We are pleased to submit this proposal to provide continued technical review assistance on an as needed basis in support of the City's land use permit applications; and to conduct an evaluation on the feasibility of developing Mountain Goat Court.

Scope of Services

Land Use Application Reviews

We will continue to provide technical reviews of the Land Use Permit Application in accordance with the terms outlined in our May 9, 2025, proposal letter and City Task Order #33 dated June 5, 2025.

While the number of anticipated land use applications is unknown, our team has provided reviews of 5 applications over the last 6 months. Including overall project management support, we've expended close to \$18,000 of our \$25,000 budget during this 6-month period. If this process is amenable, we request an additional \$18,000 to provide another 6 months of technical assistance.

Mountain Goat Court Development Feasibility

We understand the City would like a preliminary evaluation of the feasibility of developing Mountain Goat Court to provide access to undeveloped lands.

We are not recommending a land survey at this time, as we intend to use existing and readily available data including contours, property lines, ownership, zoning and land status information. However, a site visit to walk the proposed route and gather general site information relative to the terrain and stream crossing, is included.

Additional work to support the evaluation will include establishing proposed design criteria (based on Shotgun Cove Road), generating the rough order of magnitude (ROM) costs to develop the road in accordance with this criteria relative to max grades, max rock cuts and stream crossing requirements, and then identifying three potential routes from Mountain Goat Court to provide future access to upper lots.

The findings will be compiled in a brief draft document and submitted to the City for review and comment prior to finalizing. The findings will help the City determine if a subsequent analysis is warranted.

If determined feasible, we propose to advance the project with a Design Study Report (DSR) that will include LIDAR, modeling, and hydrologic and hydraulic analysis to firm up assumptions and further refine required improvements to develop Mountain Goat Court and identify preferred alignment for uphill access. The full scope, schedule and fee estimate for the DSR will be provided at a later date, pending the outcome of this initial feasibility evaluation.

Schedule

We are immediately available to continue to support the Land Use Application process.

We anticipate the site visit for Mountain Goat Court analysis to occur in mid-December and a draft of the feasibility evaluation to be submitted to the City on or before January 31, 2026. Depending on the level of review comments, we expect to finalize the evaluation within 2 weeks of comment receipt.

Deliverables

We will continue to use the Land Use Application process already established for those deliverables.

The draft and final feasibility evaluation of Mountain Goat Court including 11x17 figures will be submitted via e-mail in pdf format.

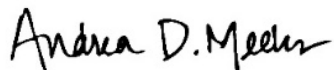
Fee

We propose completing ongoing technical assistance for Land Use Applications for \$18,000 and the Mountain Goat Court Feasibility Evaluation for \$23,902, both under the existing Term Contract with the City of Whittier. A breakout of hours for the Mountain Goat Court evaluation is included.

We look forward to continuing our relationship with the City of Whittier and supporting you and your team. Please don't hesitate to call or e-mail me with any questions.

Sincerely,

CRW Engineering Group, Inc.



Andrea Meeks, PE
Principal/Civil Engineer

Attachment: Fee Estimate - Mountain Goat Court Feasibility Evaluation

Mountain Goat Court Feasibility Evaluation

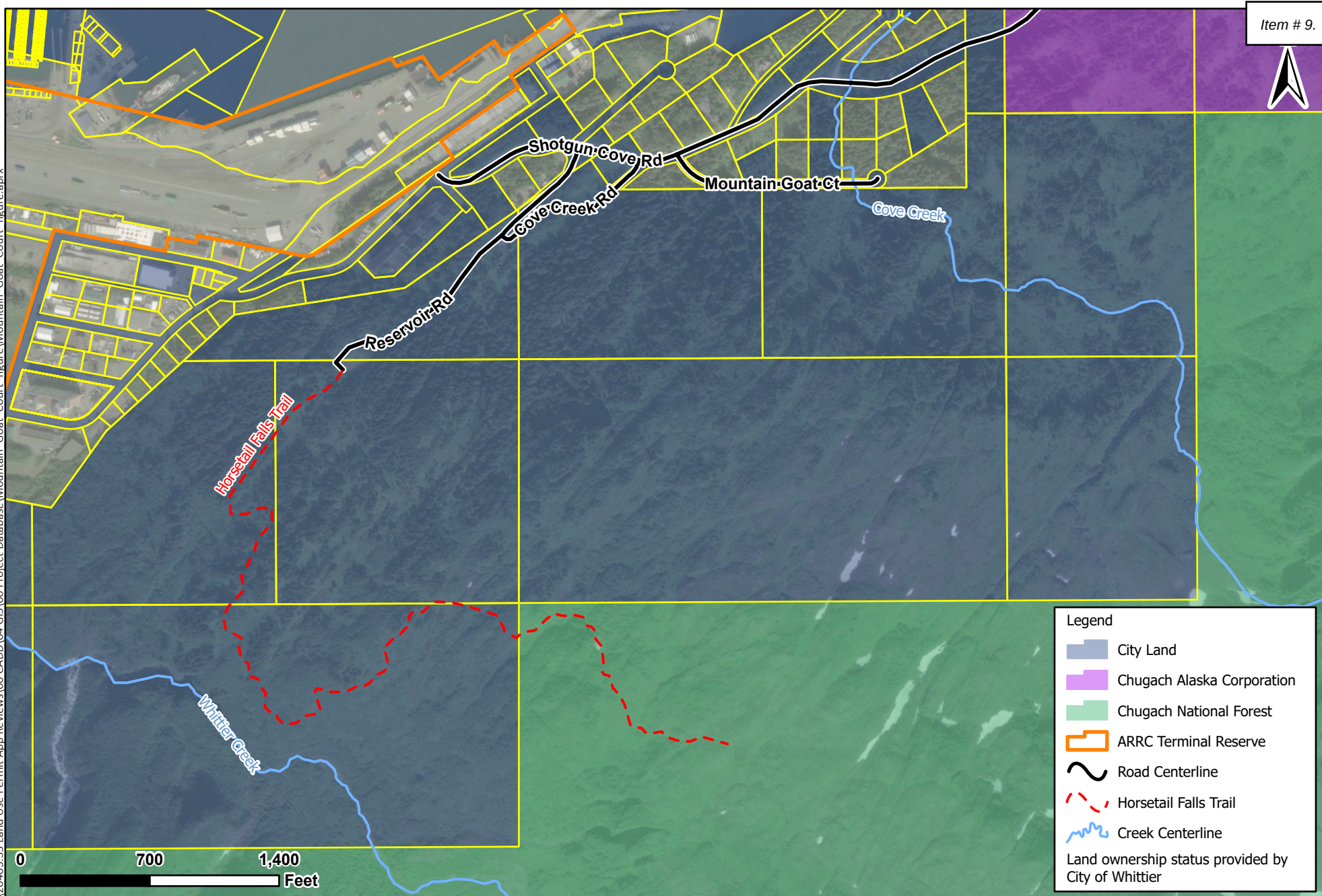
CONTRACT FEE PROPOSAL

City of Whittier, Alaska BASIC SERVICES December 3, 2025	Labor Category, Rate & Projected Hours						Cost \$			
	CRW Engineering Group									
	Engineer XXIV	Engineer XXIII	Engineer IX	Planner XII	Technician XX	Administrative XIII	Total Labor	Expenses	Total Subtask	Total Task
Task & Subtask Description	\$235	\$230	\$160	\$150	\$170	\$140				
Task 0010 - Data Collection and Review										
Data Collection		4	8	8			\$3,400		\$3,587	
Site Visit		12				2	\$3,040	\$187	\$3,227	
Total Task 0010:		16	8	8		2	\$6,440	\$187	\$6,440	\$6,440
Task 0020 - Feasibility Evaluation										
Design Criteria & Concept Level Layout		4	4	4	4		\$2,840		\$2,840	
Upper Level Access Review		4	4	4	4		\$2,840		\$2,840	
ROM Cost Estimates		4	4				\$1,560		\$1,560	
Total Task 0020:		12	12	8	8		\$7,240		\$7,240	\$7,240
Task 0030 - Summary Report										
Draft Summary Report	1	8	8	2	2		\$3,995		\$3,995	
Review Meeting with City	1	1	1				\$625		\$625	
Final Summary Report	1	4	4	2	2		\$2,435		\$2,435	
Total Task 0030:	3	13	13	4	4		\$7,055		\$7,055	\$7,055
Task 0040 - Project Management										
Project Management & Coordination	1	8				2	\$2,355		\$2,355	
Progress Meeting with City	1	1	1				\$625		\$625	
Total Task 0040:	1	8				2	\$2,980		\$2,980	\$2,980
TOTAL BASIC SERVICES:	5	50	34	20	12	4	\$23,715	\$187	\$23,902	\$23,902

Notes and Assumptions:

- 1) Assumes all meetings will be accomplished via online meeting or teleconference.
- 2) Expenses include mileage, per diem and tunnel fee. A 10% mark-up is allowed on direct expenses.

File Path: J:\JobsData\20403.33 Land Use Permit App Reviews\00 CAD\04 GIS\00 Project Database\Mountain Goat Court figure\Mountain Goat Court figure.aprx



Sponsored by: Wilde

**CITY OF WHITTIER, ALASKA
RESOLUTION 2025-048**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA,
APPROVING AMENDMENTS TO THE CITY MANAGER EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF WHITTIER AND JACKIE C. WILDE**

WHEREAS, Jackie C. Wilde was appointed City Manager on November 20, 2024, and continues to serve in that capacity; and

WHEREAS, the City Council has completed the City Manager's one-year evaluation and determined that amendments to the existing City Manager Employment Agreement are warranted; and

WHEREAS, the City Manager and City Council have negotiated amendments to the Agreement, including increasing the annual salary adjustment from 2.5 percent to 3.5 percent, adding one hundred eighty (180) hours of paid leave to the Manager's leave bank, providing continued use of the City-owned apartment as a housing benefit, and extending the Agreement to a five-year term; and

WHEREAS, the existing Employment Agreement has always included eligibility for an annual performance-based bonus of up to fifteen thousand dollars (\$15,000), and approval of this resolution—reflecting the Council's acceptance of the City Manager's annual performance evaluation—authorizes payment of the fifteen-thousand-dollar (\$15,000) bonus for the current evaluation period; and

WHEREAS, these amendments and continuing provisions are set forth in the "Amended City Manager Employment Agreement," attached as Exhibit A; and

WHEREAS, approval of these amendments supports organizational continuity, strengthens administrative stability, and aligns compensation and benefits with the expectations and requirements of the position.

NOW, THEREFORE, THE WHITTIER CITY COUNCIL HEREBY RESOLVES:

Section 1. The "Amended City Manager Employment Agreement," attached as Exhibit A, is approved. The Mayor is authorized to execute the Agreement on behalf of the City of Whittier.

Section 2. Upon execution, the amended terms contained in Exhibit A replace and supersede the corresponding provisions of the prior City Manager Employment Agreement, with all other provisions remaining in full force and effect.

Section 3. The Mayor and City Manager are authorized and directed to take all actions necessary to implement the amended Agreement.

**CITY OF WHITTIER, ALASKA
RESOLUTION 2025-048**

Page 2 of 2

Item # 10.

Section 4. This resolution is effective immediately upon adoption.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council
on this 16th day of December, 2025.

Victor Shen
Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Shelby Carlson
City Clerk

(City Seal)

Agenda Statement

Meeting Date: December 16, 2025

To: City Council

From: Jackie C. Wilde, City Manager

Agenda Item: Approving Amendments to the City Manager Employment Agreement Between the City of Whittier and Jackie C. Wilde



BACKGROUND, JUSTIFICATION, & INTENT:

The City Council completed the City Manager's one-year performance evaluation in late 2025. Following that evaluation, the Council directed that amendments to the current City Manager Employment Agreement be negotiated to align compensation, benefits, and contract term with the responsibilities and expectations of the position.

These amendments include increasing the annual salary adjustment from 2.5 percent to 3.5 percent, adding one hundred eighty (180) hours of paid leave to the Manager's leave bank, extending the Agreement to a five-year term, and continuing the Manager's use of the City-owned apartment as a housing benefit. The existing Employment Agreement has always included eligibility for an annual performance-based bonus of up to fifteen thousand dollars (\$15,000). Approval of this resolution—reflecting the Council's acceptance of the City Manager's annual performance evaluation, which authorizes payment of the fifteen-thousand-dollar (\$15,000) bonus for the current evaluation period.

The amended Agreement provides the City Manager with the use of a city-owned apartment as a housing benefit at no cost to the Manager. This benefit utilizes existing City housing resources, requires no new appropriation, and does not require rental payments from the Manager.

In considering the amended Agreement, it is important to recognize the progress and outcomes achieved during 2025 under the leadership of City Manager Wilde. Throughout the year, City Manager Wilde advanced significant community, organizational, and economic development initiatives that strengthened Whittier's operational capacity and long-term planning. Notable accomplishments include:

City Manager Wilde led and advanced the City's negotiations with the Alaska Railroad Corporation on critical land transactions necessary for long-range community development and municipal control of essential lands. She also coordinated the City's progress on the Buckner Building environmental assessment process, working closely with federal and state partners to advance cleanup planning and redevelopment strategy.

City Manager Wilde oversaw major infrastructure and feasibility efforts, including the Mountain Goat Court Feasibility Evaluation, continued work on harbor and waterfront improvements, and sustained coordination on DeLong Dock planning. Internally, she strengthened municipal financial oversight, reorganized internal operations for efficiency, enhanced staff development and training, and improved administrative processes across departments.

City Manager Wilde also expanded community engagement through coordination of local events, strengthened intergovernmental relationships, maintained active communication with residents, and supported public safety and emergency preparedness initiatives. These accomplishments reflect sustained progress, strong leadership, and a commitment to advancing Whittier's long-term interests.

Approval of the amended City Manager Employment Agreement aligns the contract with the scope of work performed and supports ongoing organizational stability and continuity.

CONSISTENCY CHECKLIST:

	Yes	No	N/A
1. Legislative Priorities	☐	☐	☒
2. Comprehensive Plan	☐	☐	☒
3. Whittier Code	☒	☐	☐
4. Other	☐	☐	☒

FISCAL NOTE: The amended Agreement includes the 3.5 percent annual salary adjustment, the addition of one hundred eighty (180) hours of paid leave, and the annual performance-based bonus of up to fifteen thousand dollars (\$15,000). The housing benefit continues at no cost to the Manager. Budget amendments will be required for both the 2025 and 2026 fiscal years.

ATTORNEY REVIEW: ☐ Yes ☒ No ☐ Not Applicable

RECOMMENDATION: Administration recommends approval of Resolution 2025-048.

CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement"), effective as of November 18, 2025 ("Effective Date"), is between the City of Whittier, Alaska ("City") and Jackie C. Wilde ("Manager" or "Wilde").

RECITALS

WHEREAS, the City wishes to employ Wilde as City Manager and Wilde has agreed to serve the City in the capacity of City Manager, on the terms and conditions herein set forth.

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 1. Duties of Manager.

A. Scope of Duties. 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 Whittier City Council ("Council"). Manager shall perform all duties and discharge all responsibilities of that position as prescribed by the laws of the State of Alaska and the Whittier City 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.

B. Confidentiality. Manager recognizes that the she will receive and have access to information of a confidential nature. Manager agrees any confidential information obtained as a result of the City Manager position will be maintained as confidential to the extent authorized by law.

Section 2. Compensation and Benefits of Manager. A. Salary. Manager shall receive an annualized salary of ONE HUNDRED AND SIXTY THOUSAND DOLLARS (\$160,000) during the first year of the Agreement, with a ~~2.5 percent~~ **3.5 percent** increase for each successive 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. All compensation paid to Manager shall be subject to required employment deductions, taxes, and contributions.

B. Annual Bonus. Manager shall receive a bonus of FIFTEEN THOUSAND DOLLARS (\$15,000) upon signing this agreement. Council shall consider whether to award additional annual bonuses based on the outcome of Manager's annual evaluation.

C. Exempt Status. Manager acknowledges that the position of Manager is exempt from the overtime requirements of state and federal wage and hour laws and as such, Manager is expected to work the hours necessary to accomplish the goals and requirements of the position.

D. Retirement Benefits. Manager shall be enrolled in the Alaska Public Employees Retirement System (PERS) during the term of this Agreement, so long as the City participates in the System.

E. Health and Welfare Benefits. Manager shall receive group medical and dental insurance coverage as provided to the employees of City, including coverage for family members, subject to the requirements of the applicable plan. **The City shall also provide Manager with the use of her current City-owned apartment as a housing benefit for the duration of this Agreement.**

F. Paid Leave. Beginning the Effective Date of this Agreement, Manager shall continue to accrue annual leave, in addition to any paid leave accrued prior to this Agreement, consistent with the leave schedule outlined in the Employee Handbook for 11+ years of service. Leave may be used as it accrues. **Upon execution of this Agreement, City shall deposit an additional one hundred eighty (180) hours of paid leave into Manager's leave bank.**

Manager shall give two weeks advanced notice, absent exigent circumstances, of planned absences longer than seven (7) calendar days. Upon employment separation, including expiration of this Agreement, Manager shall receive payment for all accrued unused leave at Manager's current rate of pay. Any payment of accrued unused paid leave shall be subject to all deductions, taxes and contributions required by law.

G. Travel, Meetings, and Professional Development Expenses. Manager shall receive reimbursement from City for reasonable lodging and meal expenses while travelling out-of-town for meetings or professional development in the interests of the City. This may be provided in the form of a per 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 participation in national, regional, state, and local associations and organizations for the Manager's continued professional growth and advancement that also mutually benefit the City. City agrees to budget and pay for official travel and meetings to continue the professional development of Manager and to adequately pursue necessary official and other functions for the City, including, but not limited to, the annual conference of the AML, Alaska City Management Association and other such committees thereof on which Manager serves as a member, with City Council approval.

City also agrees to budget and to pay for the travel and per diem expenses of Manager for short courses, institutes and seminars that are necessary for her professional development and for the good of the City, as approved in advance by the City Council.

H. Evaluation. The City may conduct a performance evaluation of the City Manager at any time, upon reasonable notice to the Manager, consistent with City Code. Notwithstanding, the City shall conduct a performance evaluation, as soon as practicable, following the completion of twelve (12) months' service under this Agreement. Thereafter, the City Council shall conduct and present a formal discussion and performance evaluation of Manager's work annually prior to the adoption of the budget. This evaluation shall include written evaluation of Manager's performance over the previous review period, as well as an opportunity for both parties to discuss goals and objectives of the upcoming 12-month performance period.

Section 3. Term and Termination.

A. Term. The term of Manager's employment under this Agreement shall begin on the Effective Date, and unless extended in writing, or sooner terminated as provided herein, for ~~two (2)~~ **five (5)** years from such date. The City and Manager shall advise the other party of their intent to seek negotiation of a renewal or extension of this Agreement, no later than sixty (60) days before the expiration of this Agreement.

B. Termination. The Parties agree that the City's business can only succeed if the Employee and the City Council enjoy a working relationship based upon mutual respect, trust and positive attitudes. Accordingly, Manager serves at the pleasure of the City Council and is an "at will" employee of the City of Whittier. The City may terminate this Agreement for any reason or for no reason following a majority vote of the Council at a properly posted and duly authorized public meeting, and upon providing written notice to Manager. Said notice is not required to specify any reasons for the termination. Manager acknowledges that any action by the Council in connection with terminating Manager's employment under this Agreement is not subject to any administrative or grievance procedure, and Manager hereby waives the benefit of any right to notice, pre- or post-termination hearing or any other procedure that may now or hereafter apply to any such action by the Council or be available to other City employees.

C. Termination for Cause. Manager may be terminated "for cause," including but not necessarily limited to, the City's good faith and documented determination that Manager has:

(a) engaged in any form of dishonesty, criminal conduct, unethical conduct, or conduct involving moral turpitude connected with, or affecting her employment with the City;

(b) refused to comply with, or carry out, an appropriate action of the Council approved through a duly authorized vote or resolution;

(c) engaged in a material breach of her obligations under this Agreement;
or

(d) engaged in any act or omission that constitutes just cause for termination under the laws of the State of Alaska.

Termination for cause requires a majority vote of the Council at a properly posted and duly authorized public meeting, and upon providing written notice to Manager. Said notice must specify in detail the specific actions of Manager giving cause to terminate. Termination for cause will result in severance pay of one months' salary, the value of all accrued leave, and one calendar month following the month of termination of continued health insurance coverage, whether by COBRA premium payment or otherwise. Manager shall not be required to execute a waiver or release in order to receive this one-month severance payment.

D. Resignation. Manager shall provide City with written notice of her resignation no less than thirty (30) days prior to the effective date of her resignation. Manager will remain on site and in service for the notice period. At its option, the City may pay salary in lieu of service through the effective resignation date, but on no account shall Manager receive compensation in lieu of service for a period longer than thirty (30) days regardless of the length of notice provided by Manager. If Manager resigns without providing such notice, then Manager shall forfeit all benefits which Manager otherwise would have been entitled to receive upon resignation or expiration of this Agreement, including payment of unused accrued leave.

E. Severance. In the event the City terminates Manager's employment under this Agreement without cause before the expiration of this Agreement, City shall pay Manager a lump sum severance, equal to four (4) months' salary, less applicable deductions and withholding, in addition to the leave cashed out under Section 2(f) above. The City shall also continue to pay to maintain the same level of health and dental insurance premium contribution and health benefits for six (6) calendar months following the month of cancelation, whether by COBRA premium payment or otherwise.

Manager shall be required to execute and not revoke a general waiver and release of employment-related claims as a pre-condition of receiving such severance payment.

Section 4. Other Employment. It is recognized that Manager must devote a great deal of time outside normal office hours to do the business of the City. Normal work hours in a regular workweek hereunder shall be construed to mean Monday through Friday, an 8-hour period between 7:00 a.m. and 6:00 p.m. Manager shall not take nor undertake employment with any other person, entity or business, without prior approval of the City Council.

Section 5. 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 person(s) 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 course of performance of her official duties during the duration of her employment with City under this Agreement, provided, however, that City shall not be obliged to indemnify, hold harmless or defend Manager against any such claim that was caused by Manager while acting outside the course of performing her official duties, or from any false, deceptive, dishonest or criminal act or omission under the laws and regulations of the United States of America, the State of Alaska and/or any political subdivision thereof.

Section 6. General Provisions.

A. 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, and the venue for any legal proceedings thereon shall be the Superior Court for the State of Alaska, Third Judicial District.

B. This Agreement supersedes all prior oral or written agreements, if any, between Manager and City, and constitutes the entire agreement between Manager and City and approved by the Council. This Agreement may be amended only in writing signed by Manager and Mayor or City Council designee, with approval of City Council.

IN WITNESS WHEREOF the City of Whittier has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and Jackie C. Wilde has signed and executed this Agreement for and on behalf of herself, both in duplicate, as of the day and year first above written.

Jackie C. Wilde

Victor Shen

City Manager Achievements – November 2024 to November 2025

Major Leadership & Administrative Achievements

Officially appointed City Manager on November 20, 2024, after serving as Acting for nearly two years. Stabilized city operations during a leadership transition and implemented structured staff evaluations and accountability measures.

Reorganized city management, issuing clear delegation of authority and defining operational protocols to ensure continuity. Introduced the Manager's Monthly Wilde Recognition program to highlight staff performance and promote morale. Strengthened collaboration among departments and established clear communication standards for internal and external correspondence.

Continued work with the Alaska Railroad Corporation (ARRC) on the land exchange Memorandum of Understanding (MOU), including appraisal coordination, Areas of Interest refinement, and alignment of review schedules. Advanced administrative and technical support for Mountain Goat Court feasibility work and prepared related approval documents.

Planning & Infrastructure

Directed priority infrastructure efforts, including the DeLong Dock replacement, Shotgun Cove Road, and Harbor rebuild. Advanced the Whittier Moves Transportation Master Plan to ensure the community's needs were accurately represented in regional decision-making.

Oversaw the Brownfields cleanup strategy for the Buckner Building and adjacent contaminated sites, aligning local goals with Environmental Protection Agency (EPA) standards. Organized and hosted the EPA Administrator and State staff visit on June 4, 2025, to review Whittier's top priority sites. Drafted, reviewed, and advertised the Brownfields Request for Qualifications and established milestone tracking for project delivery.

Intergovernmental & Legislative Work

Met with U.S. Senator Dan Sullivan to discuss the HR-1 Big Beautiful Bill Act—one of the most comprehensive Alaska-focused bills in decades—and received a follow-up letter outlining its positive implications for Whittier projects. Maintained consistent communication with state partners, including Rep. Ky Holland and Sen. Cathy Giessel, and federal partners, including Senators Dan Sullivan and Lisa Murkowski and Representative Nick Begich.

Multiple trips to Washington, D.C. resulted in significant federal outcomes. By consistently bringing forward Whittier's priorities, the City secured several rounds of Congressional Directed Spending, competitive grant funding, and federal agency support. Whittier received \$5 million in congressional spending championed by Senator Murkowski, an \$800,000 EPA Brownfields

grant, and \$350,000 in FY25 congressional spending to support asbestos mitigation in the BTI building. These investments advanced projects that had been stalled for more than 15 years and directly aligned with the City's long-standing priority list.

Financial Oversight & Grants

Maintained and monitored federal and state grant portfolios, including EPA Brownfields, Maritime Administration funds, Congressional Directed Spending, and Safe Streets for All. Enhanced reporting and compliance workflows following staffing transitions to ensure timely and complete submissions.

Directed fiscal policy actions and prepared funding resolutions, including allocations for Alaska Weather Consulting. Reinforced internal review and accountability for financial documentation, procurement processes, and grant tracking.

Code, Permitting, and Enforcement

Applied Title 17 Zoning consistently to property and development requests, improving public understanding of code requirements. Clarified standards for cabin construction, parking-lot resurfacing, and grading through detailed staff reports and community-facing explanations.

Addressed lease compliance issues and sales-tax delinquencies, ensuring fair, consistent application of code before business or liquor license concurrence.

Community & Economic Development

Advanced the ARRC property trade MOU to create buildable land for housing and commercial development. Prepared the Request for Proposals for a Comprehensive Plan to guide Whittier's long-term vision, infrastructure strategy, and investment priorities for issuance in January.

Helped the community understand the distinction between a Strategic Plan and a Community Development Plan and how strategic planning supports sustainable growth. Continued coordination with environmental, business, and development partners to expand local opportunities.

Personnel & HR Management

Managed key personnel transitions, including retirement, termination, and new acting appointments. Identified the need for a dedicated Human Resources consultant due to increasing personnel complexities, policy compliance challenges, and the necessity for structured recruitment and evaluation processes.

Worked closely with Ramos HR to uphold policy compliance, conduct probationary reviews, and manage recruitment. Developed SMART goal frameworks and initiated standardized

performance evaluations aligned with ICMA best practices. Appointed Shelby Carlson as Acting Assistant City Manager (effective October 14, 2025) while she maintains Clerk duties, ensuring operational continuity.

Public Relations & Outreach

Modernized city communications, including improved social posts, emergency notices, and public education explainers. Launched a public siren-testing schedule (daily noon tone; Friday 5 p.m. National Anthem) to strengthen public awareness. Shared National Weather Service seasonal updates with staff and residents to improve preparedness.

Represented Whittier at the ICMA Conference, strengthening leadership capacity and intergovernmental relationships. Sustained collaboration with business, harbor, and community partners to enhance Whittier's visibility and build trust. Worked directly with agencies across all levels of government—from federal departments in Washington, D.C., to state and local partners—to ensure alignment, support, and coordinated communication on Whittier's priority projects.

Sponsored by: Wilde

**CITY OF WHITTIER, ALASKA
RESOLUTION 2025-049**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA,
APPROVING A CONDITIONAL LETTER OF INTENT BETWEEN THE CITY OF
WHITTIER AND THE ALASKA RAILROAD CORPORATION FOR THE PURCHASE
AND SALE OF THREE NON-CONTIGUOUS PARCELS TOTALING
APPROXIMATELY 47 ACRES, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE CONDITIONAL LETTER OF INTENT AND ALL NECESSARY
SUPPORTING DOCUMENTS, INCLUDING LEASES, PERMITS, AND RELATED
TRANSACTION DOCUMENTS, AND TO NEGOTIATE A FINAL PURCHASE AND
SALE AGREEMENT**

WHEREAS, the Alaska Railroad Corporation (“ARRC”) owns certain lands within the City of Whittier consisting of three non-contiguous parcels totaling approximately forty-seven (47) acres identified as Parcel AOI 1, Parcel AOI 2, and Parcel AOI 3, and legally described in the Conditional Letter of Intent dated December 8, 2025 (“Conditional LOI”); and

WHEREAS, the Property is generally depicted in the ARRC Area of Interests Discussion Map dated August 28, 2025; and

WHEREAS, ARRC’s counterproposal proposes the sale of three parcels—AOI 1 (“Sportsman’s Lounge,” approx. 0.8 acres), AOI 2 (“Harbor Parking Area/Whittier Creek/Well Site,” approx. 36 acres), and AOI 3 (“Harbor Uplands,” approx. 10.2 acres)—to the City at Fair Market Value, as determined by the Black-Smith, Bethard & Carson, LLC appraisal dated November 8, 2024; and

WHEREAS, ARRC has transmitted a Conditional LOI expressing its conditional intent to pursue a purchase and sale transaction with the City of Whittier, subject to negotiation and execution of a final Purchase and Sale Agreement (“PSA”); and

WHEREAS, the Conditional LOI incorporates the terms of ARRC’s Counterproposal dated September 23, 2025, previously accepted by the City; and

WHEREAS, the Conditional LOI outlines key terms, including the eventual termination of the 1998 Ground Lease and Management Agreement (“Master Lease”) at closing; and

WHEREAS, termination of the Master Lease will extinguish certain municipal interests, access, and rights necessary to City operations and services; and

WHEREAS, preservation of such interests, access, and rights through leases and easements serves the City’s best interest and that of the public at large; and

WHEREAS, the Administration has reviewed the terms of the counterproposal and the Conditional LOI and found the proposed sale structure to be fiscally responsible, aligned with Council's legislative priorities, and in the City's long-term economic development interests; and

WHEREAS, acceptance of the Conditional LOI enables the City Manager to begin due diligence, initiate survey and title work, coordinate required permits, leases, easements, and related documents, and negotiate transaction instruments necessary for the PSA; and

WHEREAS, the Whittier City Council finds that acquiring these parcels is in the best interest of the City and necessary for long-term planning, harbor development, public infrastructure, and community growth.

NOW, THEREFORE, THE WHITTIER CITY COUNCIL HEREBY RESOLVES:

Section 1. The City Council approves the Conditional Letter of Intent dated December 8, 2025 between the City of Whittier and the Alaska Railroad Corporation for the proposed purchase and sale of three non-contiguous parcels totaling approximately forty-seven (47) acres.

Section 2. The City Manager is authorized to execute the Conditional LOI on behalf of the City, subject to legal review by the City Attorney.

Section 3. The City Manager is authorized to initiate and perform all due diligence activities required under the Conditional LOI, including survey work, title commitments, inspections, environmental review, and coordination of any necessary leases, permits, easements, contracts, or supplementary documents related to the Property or the pending transaction.

Section 4. The City Manager is authorized to negotiate, prepare, and receive from ARRC all associated draft documents referenced in the Conditional LOI, including but not limited to:

- the Purchase and Sale Agreement (PSA),
- Quit Claim Deeds,
- lease termination agreement for the 1998 Master Lease,
- Special Land Use Permit for the RV Park/Campground,
- recorded easements or binding leases preserving municipal access and operational rights at the Head of the Bay,
- permits or leases required for continued City occupancy of ARRC lands not included in the Property,
- any reciprocal conveyance documents,
- and any other documents reasonably necessary to carry out the intent of the Conditional LOI.

Section 5. Approval of this Resolution is expressly conditioned upon the negotiation and execution of all necessary leases and easements by and between the City and ARRC for all properties currently leased by the City under the Master Lease and not acquired by the City in fee simple as part of the purchase and sale transaction contemplated in the Conditional LOI.

Section 6. The authority granted under this Resolution is limited to negotiation and preparation activities. The City Council retains final approval authority for the Purchase and Sale Agreement and all required conveyance instruments.

Section 7. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 16th day of December 2025.

Victor Shen
Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Shelby Carlson
City Clerk

(City Seal)

Agenda Statement

Meeting Date: December 16, 2025
To: City Council
From: Jackie C. Wilde, City Manager



Agenda Item: Approving a Conditional Letter of Intent Between the City of Whittier and the Alaska Railroad Corporation for the Purchase and Sale of Three Non-Contiguous Parcels Totaling Approximately 47 Acres, and Authorizing the City Manager to Execute the Conditional Letter of Intent and All Necessary Supporting Documents, Including Leases, Permits, and Related Transaction Documents, and to Negotiate a Final Purchase and Sale Agreement

BACKGROUND, JUSTIFICATION, & INTENT:

The City of Whittier has been working with the Alaska Railroad Corporation (ARRC) to clarify property ownership, secure long-term operational certainty, and support municipal development within the Whittier Terminal Reserve. These efforts span several years and are fundamental to harbor redevelopment, emergency response readiness, public access, and overall land-use stability. On September 23, 2025, ARRC issued a formal counterproposal outlining terms for the sale of three parcels—AOI 1 (Sportsman’s Lounge), AOI 2 (Harbor Parking Area/Whittier Creek/Well Site), and AOI 3 (Harbor Uplands)—at Fair Market Value, based on the Black-Smith, Bethard & Carson, LLC appraisal completed November 8, 2024. Together these parcels total approximately 47 acres and are central to municipal operations and future harbor and uplands development.

On December 8, 2025, ARRC transmitted a Conditional Letter of Intent (LOI) formalizing the framework for completing a purchase and sale agreement. The Conditional LOI establishes a 120-day exclusive negotiation period, during which the City may conduct due diligence, initiate survey and title work, verify appraisal data, and negotiate the final terms of a Purchase and Sale Agreement (PSA). The estimated acquisition value is \$4,893,321, subject to survey adjustments, with closing required on or before January 31, 2027, unless extended in writing.

The Conditional LOI also provides for the termination of the 1998 Ground Lease and Management Agreement (“Master Lease”) at closing. Termination of the Master Lease will extinguish certain municipal access and operational rights at the Head of the Bay, including those needed for harbor activity, utilities, road access, and emergency response. The City Council intends that these rights be preserved through recorded easements or binding leases that run with the land, rather than temporary or revocable permits, to ensure uninterrupted municipal operations and public access.

Administration has reviewed the counterproposal and the Conditional LOI and determined the overall structure to be fiscally responsible, aligned with legislative priorities, and consistent with the City's long-term economic development and harbor revitalization goals. Approval of the Conditional LOI authorizes the City Manager to begin due diligence and prepare a PSA for future Council consideration.

CONSISTENCY CHECKLIST:

	Yes	No	N/A
1. Legislative Priorities: <i>Acquisition of ARRC Non-Operational Lands</i>	☒	☐	☐
2. Comprehensive Plan: <i>Pg 47 -50</i>	☒	☐	☐
3. Whittier Code	☐	☐	☐
4. Other: <i>Harbor Revitalization & Long-Range Land Use Planning</i>	☒	☐	☐

FISCAL NOTE: This transaction will come before the City Council in the future for appropriation. The City has discussed various options for funding the project and given the City's lack of developable land and the need for land to promote the economic viability of the community, this project is the City's highest funding priority

ATTORNEY REVIEW: ☐ Yes ☒ No ☐ Not Applicable

RECOMMENDATION: Administration recommends approval of **Resolution 2025-049**, approving the Conditional Letter of Intent with the Alaska Railroad Corporation and authorizing the City Manager to execute the Conditional LOI and all necessary supporting documents, including leases, permits, and related transaction documents, and to negotiate a final Purchase and Sale Agreement.

Real Estate Department
Telephone: (907) 265-2428
Fax Number: (907) 265-2450

CONDITIONAL LETTER OF INTENT

December 8, 2025

City Manager Jackie Wilde
City of Whittier, Alaska
660 Whittier Street, Whittier, Alaska 99693-0608

Re: Conditional Letter of Intent to engage in a purchase/sale transaction involving three non-contiguous parcels of land within the City of Whittier and currently owned by the Alaska Railroad Corporation (referred to herein as "ARRC" or "Seller") comprising a total area of approximately forty-seven (47) acres.

Dear Ms. Wilde:

Please accept this letter as the ARRC's expression of its conditional intention to enter into a contract with the City of Whittier (referred to herein as "City" or "Buyer") for the purchase and sale of land designated and generally shown in the attached map exhibit titled ARRC Area of Interests Discussion Map ("Map") dated August 28, 2025, and generally described as follows:

ARRC AOI 1 – Containing approximately 0.8 acres

A portion of Parcel B of U.S. Survey No. 2559 according to the plat of survey officially filed December 14, 1994, together with a portion of Lot 8 of U.S. Survey 9008 located within Section 23 of Township 8 North, Range 4 East, Seward Meridian.
The parcel is designated "The Sportsman's" on the Map.

ARRC AOI 2 – Containing approximately 36.0 acres

A portion of Lot 8 of U.S. Survey No. 9008 according to the plat of survey officially filed October 12, 1995 together with a portion of Parcel A of U.S. Survey No. 2559 according to the plat of survey officially filed December 14, 1994; located within Section 23 of Township 8 North, Range 4 East, Seward Meridian.
The parcel is designated "Harbor Parking Area/Whittier Creek Well Site" on the Map.

ARRC AOI 3 – Containing Approximately 10.2 acres.

Parcels I, J, and H together with Lot 11 and a portion of Lot 8 of U.S. Survey No. 9008 according to the plat of survey officially filed October 12, 1995; located within Sections 13, 14, 23 & 24 of Township 8 North, Range 4 East, Seward Meridian.
The parcel is designated "Harbor Uplands" on the Map.

The three parcels described above are referred to collectively herein as “the Property.” Where discussed individually herein, the three parcels described above are referred to individually herein as “Parcel AOI 1”, “Parcel AOI 2” and “Parcel AOI 3” in the order presented above.

The terms of the above-referenced land purchase and sale transaction shall be in accordance with the written counterproposal from Seller to Buyer dated September 23, 2025 (“ARRC Counterproposal”), as accepted and authorized by the Whittier City Council’s passage of Resolution No. 2025-043 (“Resolution”) at its meeting of December 18, 2025. The ARRC Counterproposal and the Resolution are appended to this Conditional Letter of Intent as Exhibits 1 and 2, respectively.

The components of the agreed transaction, as set forth in the ARRC Counterproposal and accepted and agreed to in the Resolution, include (i) purchase and sale of the Property must be completed by January 31, 2027 unless mutually extended; (ii) the final sale price will be determined as set forth in the ARRC Counterproposal; (iii) payment of the sale price shall be in cash due in full at closing; (iv) the City shall be responsible for all survey and closing costs; and (v) the Ground Lease and Management Agreement dated November 13, 1998 (the “Master Lease”) shall be terminated as of the date of the purchase/sale transaction. Prior to closing, the Parties will collaborate to develop and mutually agree on new land contracts for those portions of the Master Lease premises that were adequately developed by the City under the development requirements of the Master Lease, including the RV Park/Campground at the Head of the Bay.

During the pendency of this Conditional Letter of Intent, ARRC will prepare a Purchase and Sale Agreement (“PSA”), which shall include as exhibits draft transaction documents including but not limited to (i) a Quit Claim Deed from ARRC to the City conveying ARRC’s full interest in the Property; (ii) a lease termination agreement terminating the Master Lease; (iii) permit document(s) necessary for the City to continue occupying any portion(s) of ARRC’s property that the City has developed in accordance with the terms of the Master Lease; (iv) a Quit Claim Deed from the City to ARRC conveying the City’s full interest, if any, in those portions of the land subject to the Master Lease that are neither included in the Property nor the subject of any ongoing permits to be issued to the City; and (v) any other documents reasonably necessary to consummate the purchase and sale transaction set forth in the PSA.

Except as specifically stated otherwise herein, this Conditional Letter of Intent is not intended to impose a legally binding obligation on either of the Parties. Notwithstanding the preceding sentence, during the period of one hundred twenty (120) days following signature to this Conditional Letter of Intent, the Parties shall be obligated to negotiate in good faith to finalize a written PSA for the Property and, as necessary and appropriate, to take steps to obtain the authority to consummate the purchase/sale transaction contemplated herein. Neither Party will become legally bound to consummate the purchase and sale transaction contemplated herein until each of the following conditions have been fulfilled:

1. Optional Due Diligence: Given that Buyer has had possession and use of the Property under the Master Lease, it is unclear whether any due diligence activities will be necessary for Buyer to determine the condition of the Property and its suitability for purchase. Notwithstanding the foregoing, Buyer shall have the right to conduct due diligence activities at its sole expense subject to the following terms and conditions. All due diligence findings must be acceptable to Buyer. If any findings are not acceptable to Buyer, then its obligations under this letter of conditional intent shall terminate unless either (i) Buyer waives its objection; or (ii) the parties mutually agree in writing to terms under which the unacceptable condition can be cured or the purchase price can be discounted to reflect said condition. All on-site inspections of the Property, including physical property inspections, environmental analysis, surveys and other site inspections as deemed necessary by Buyer in its discretion will be performed with reasonable advance notice to Seller. Seller's cooperation in timely providing Buyer or its designated representative with copies of all historic records related to the Property, including but not limited to drawings, occupancy certificates, tax records, and other items requested from Seller by Buyer, will be necessary for the satisfactory and timely completion of Buyer's due diligence. All due diligence costs contracted for by Buyer will be the sole financial responsibility of Buyer. Any costs incurred by the Seller will be the sole responsibility of the Seller unless previously approved in writing by Buyer. Upon return of this letter containing the authorized signature of Buyer acknowledging Buyer's agreement to the terms contained herein, Buyer will have the right, but not be required to, commence due diligence activities. The due diligence period shall be compatible with the 120-day term of this conditional letter of intent.

2. Preliminary Title Commitment. Any acquisition of the Property by Buyer will be conditioned upon its obtaining, reviewing and accepting a Preliminary Title Commitment ("PTC") to be obtained by Buyer. In the event Buyer objects to any condition disclosed in the PTC, Seller shall have thirty (30) days to either cure or remove said objectionable condition or give Buyer reasonable assurances that the condition will be cured or removed before or at Closing. In the event Seller is unable to cure or remove the condition underlying Buyers objections, Buyer's obligations under this conditional letter of intent shall terminate unless either (i) Buyer waives its objection; or (ii) the parties mutually agree in writing to terms under which the objectionable condition can be cured or removed or the purchase price can be discounted to reflect said condition.

3. Title. At Closing, Seller shall convey good and marketable title to the Property to Buyer free and clear of all liens, encumbrances, defects and burdens, except those reservations, restrictions, covenants and easements as agreed. Conveyance of the Property shall be by a Quit Claim Deed prepared by ARRC. Buyer shall obtain a standard form policy of title insurance insuring its title in the full amount of the purchase price, and the premium for said policy shall be paid by the Buyer at Closing. Conveyance of the property shall be by a warranty deed prepared by ARRC.

4. Survey and Title Work: Where a land survey is necessary in order to subdivide one parcel into multiple parcels before conveyance or otherwise to confirm legal boundaries and descriptions, the parties shall jointly develop a set of Survey Instructions ("SI's"). To begin the process, the City of Whittier shall request a set of SI's from ARRC. ARRC shall provide draft SI's within one month of the request for both parties to review, edit and finally agree upon. The SI's shall be based on (i) a full and accurate legal description of the Property or, if a full description is not available, a description based on the limitations of the descriptions and the reason for the limited description; (ii) identification of all or any known lease(s), permit(s) or any known property or contractual interest of any kind currently in effect within or impacting on the Property and provision of copies of such leases, permits or other agreements to the other party with respect to the Property; and (iii) establishment during the final process that the Property is free of encumbrances, liens or other legal impediments to the transfer or that any encumbrances, liens or other legal impediments are known and identified by ARRC or the separate deed or other instrument containing such encumbrance, lien or other legal impediment. The SI's should generally conform to the City of Whittier Title 16.04 – Subdivisions. ARRC shall have the standard rights of a landowner in the City of Whittier to participate in any subdivision of land to be transferred under this Conditional CLOI. The City shall retain a registered land surveyor to perform the work as defined in the SI's. The costs associated with survey and title work under this section shall be borne by the City unless otherwise agreed upon in writing by both parties.

5. Purchase and Sale Agreement. ARRC will not become legally bound to sell the Property and the City will not become legally bound to purchase the Property until (i) the Parties have executed a formal written PSA which incorporates the terms and conditions stated herein; (ii) the Parties have each obtained all necessary approvals for them to legally enter into the purchase and sale transaction, including, if necessary, approval of the ARRC Board of Directors and the Whittier City Council; and (iii) all the terms and conditions of the PSA have been fulfilled. As noted above, the PSA will be prepared by ARRC and provided to Seller upon the return of this signed Letter of Intent and shall be expressly conditioned upon obtaining the required approvals.

6. Closing. The Property sale closing ("Closing") will be held at a location determined by ARRC with all closing fees paid by Buyer. All costs associated with operation of the Property will be prorated as of the date of Closing based on a 360-day calendar year and 30-day month. Date of the Closing will be as mutually agreed by the parties but will not be later than January 31, 2027.

7. Price. ARRC is agreeable to sale of the Property to the City for Four Million Eight Hundred Ninety-Three Thousand Three Hundred Twenty-One and no/100 Dollars (\$4,893,321.00). The purchase price was determined by the Black-Smith, Bethard & Carlson appraisal dated November 8, 2024. The parties agree that the price will be adjusted to reflect final cumulative survey area square footage of the Property. In making said adjustments, the total value of each parcel will be calculated by

multiplying the final surveyed area of that parcel by the per square foot value used to determine the value of that same parcel in the 2024 appraisal.

8. Liability. In the event the sale transaction is not finalized for any reason, neither Party shall have any liability to the other Party or any of the other Party's agents, suppliers, and contractors for any loss or expense regarding the proposed transaction.

9. Exclusive Right to Purchase. In consideration of Buyer's commitment to pursue the purchase of the Property through negotiation and due diligence, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by signature hereto, the Seller grants Buyer, subject to the terms and conditions set forth herein, the exclusive right to purchase the Property for a period of one hundred twenty (120) days from the date Seller executes the below stated Acceptance agreeing to the terms of this conditional letter of intent.

10. Lease Termination and Permit to Seller. In conjunction with the purchase of the Property contemplated herein, and as set forth in the ARRC Counterproposal and accepted by the City in the Ordinance, the parties shall terminate the Master Lease upon the closing of the purchase sale transaction set forth herein. Buyer and Seller shall enter into a Special Land Use Permit for the RV Park Campground located at the Head of the Bay. Said permit shall be on standard terms used in similar ARRC permits.

11. Broker Commission. ARRC represents that it has not been represented by any third-party real estate agent or broker other than employees of ARRC and that no commission or brokerage fee is due to ARRC or any agent, broker or other person associated with ARRC regarding this proposed transaction. Seller shall be responsible for the payment of any commission or fee to any real estate agent, broker or other person who is entitled to a commission or fee arising out of this transaction.

If the above terms are acceptable, please return this Conditional Letter of Intent, executed below with an authorized signature of Seller, at the earliest possible date to initiate the ARRC activity necessary to proceed toward the proposed transaction described above. Please contact me if I can be of any assistance.

Sincerely,



Christy Terry
Vice President, Real Estate

ARRC'S OFFER TO ENTER INTO THIS CONDITIONAL LETTER OF INTENT FOR THE PURCHASE AND SALE OF THE PROPERTY AS DESCRIBED HEREIN IS VALID THROUGH JANUARY 2, 2026. LACK OF A RESPONSE ON OR BEFORE THAT DATE SHALL RENDER THIS LETTER OF INTENT NULL AND VOID.

ACCEPTANCE

BUYER HAS REVIEWED THE ABOVE LETTER OF INTENT AND DOES HEREBY ACCEPT THE TERMS AS OUTLINED. THIS ACCEPTANCE SHALL NOT CONSTITUTE A CONTRACT TO PURCHASE, BUT MERELY AN AGREEMENT TO NEGOTIATE IN GOOD FAITH TO FINALIZE A PURCHASE AND SALE AGREEMENT AND PROVIDE THE BUYER THE EXCLUSIVE RIGHT TO PURCHASE THE PROPERTY DESCRIBED HEREIN FOR A PERIOD NOT TO EXCEED ONE HUNDRED TWENTY (120) DAYS FROM THE DATE THIS ACCEPTANCE IS EXECUTED IN ORDER. TO ALLOW THE PARTIES TO OBTAIN, IF AND AS NECESSARY, ANY REQUISITE AUTHORIZATIONS FROM THE ARRC BOARD OF DIRECTORS, THE WHITTIER CITY COUNCIL AND THE ALASKA LEGISLATURE.

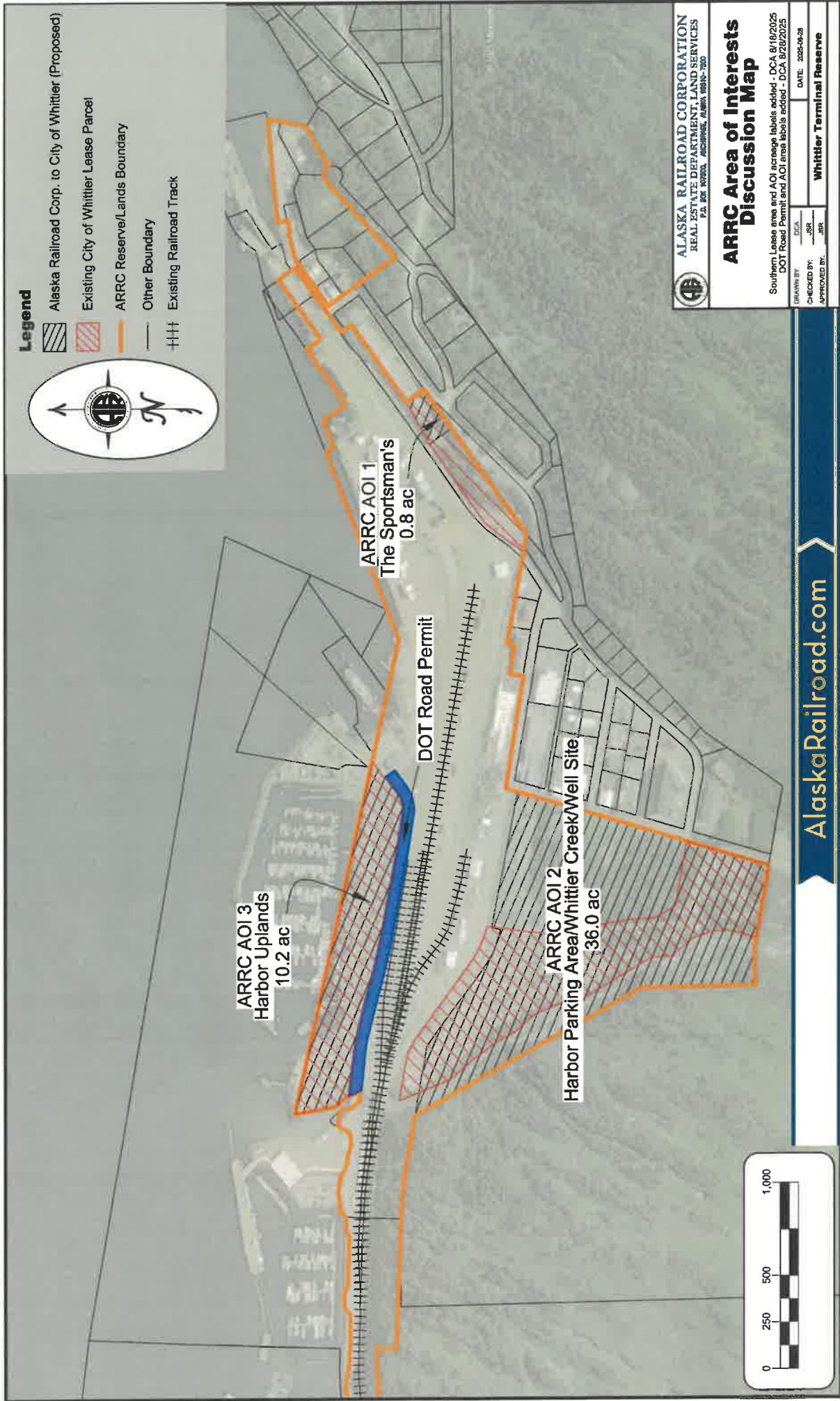
CITY OF WHITTIER

Signed: _____

By: Jackie C. Wilde

Its: City Manager

Dated this ____ day of _____, 202__



F:\Real Estate\Land Services\99_MP_70-10_WHI\07 Due Diligence\2024-04-01 WH Land Swap With COW\Map-SwapWithTruck\WHI 2024 Land Swap With Truck-10-Avg

Item # 11.

September 23, 2025

City Manager Jackie Wilde
City of Whittier, Alaska
660 Whittier Street, Whittier, AK 99693-0608

Re: Response to Revised Land Purchase Proposal dated 7.7.2025

Dear City Manager Wilde,

Thank you for your letter dated July 7, 2025 containing the City of Whittier's (COW) revised proposal for the acquisition and potential disposal of noted Areas of Interest (AOIs). We appreciate your commitment to working collaboratively with the Alaska Railroad Corporation (ARRC) and your focus on responsible development within your community. We share similar goals for the ARRC Whittier Terminal Reserve as it serves a critical role in providing great benefit to ARRC's mission, our valued customers, and rail belt communities across the State, including the City of Whittier.

Given the importance of ARRC's Whittier Reserve to our mission, the ARRC Real Estate Committee at their meeting of September 11, 2025, continues to express concern related to the total acreage of ARRC land proposed for inclusion in the transaction, with respect to potential future impacts to ARRC's ability to best serve the State. After a thorough review of COW's Proposal #2, the Real Estate Committee directed management to pursue an approach that reduces the total acreage of ARRC land to be included and to structure the transaction as a straight proposal for sale, without requiring COW to transfer land in exchange. Accordingly, the following constitutes ARRC's counterproposal:

ARRC agrees sell to COW the following three parcels at Fair Market Value (see map attached for illustration only), as determined by the Black-Smith, Bethard & Carson, LLC Appraisal conducted on September 9, 2024, and dated November 8, 2024. ARRC makes this proposal subject to the five conditions noted below¹:

ARRC AOI 1 – "The Sportsman's Lounge" 0.8 acres
ARRC AOI 2 – "Harbor Parking Area/Whittier Creek/Well Site" 36 acres
ARRC AOI 3 – "Harbor Uplands" 10.2 acres

1. The sale must be completed by January 31, 2027, unless both parties mutually agree in writing to an extension.
2. The final sale price will be established based on the fair market value per square foot and will consider the completed surveyed parcel configurations. Estimates of the expected value of the three parcels, which are subject to adjustment based on the surveyed parcel configurations, are as follows:

ARRC AOI 1 – The Sportsman's Lounge 0.8 acres	~\$ 157,000
ARRC AOI 2 – Harbor Parking Area/Whittier Creek/Well Site 36 acres	~\$1,804,603
ARRC AOI 3 - ARRC AOI 3 – Harbor Uplands 10.2 acres	~\$2,931,718
TOTAL	~\$4,893,321

¹ All parcel sizes set forth in this document and all boundaries depicted on the attached map are approximate and subject to finalization of surveyed parcel configurations.

3. Payment of the sale price shall be in cash due in full at closing. No financing will be available from ARRC.

4. COW will be responsible for all survey and closing costs.

5. COW agrees that the Ground Lease and Management Agreement dated November 13, 1998 ("Master Lease") is terminated as of the date of the transaction. Prior to final closing of the sale transaction, ARRC and COW will collaborate to develop and mutually agree upon new contracts for those portions of the Master Lease area that were adequately developed by COW to meet the development requirements of the Master Lease, but which are excluded from the above-described land purchase transaction.

To ensure the process continues to move forward, in addition to legislative approval, next steps will include COW working with ARRC's Real Estate and Legal Departments to prepare a Purchase and Sale Agreement ("PSA") and any other contracts necessary to effectuate the above-described transaction. Assuming the foregoing is accomplished and contingent on the parties' agreement to proceed with the transaction, ARRC Management will present a resolution to the ARRC Real Estate Committee at its January 2026 meeting and, if the resolution is recommended for approval by the Committee, to the ARRC Board at its next general or special meeting.

For clarity, please note that prior to any sale of ARRC land, the ARRC Board must approve the transaction after making certain findings under AS 42.40.352, which relates to the sale of land not necessary for railroad purposes. Specifically, the Board must determine that (1) the land is not essential for railroad operations and (2) the sale serves the best interests of the State. ARRC Management staff believes that, with respect to a proposed sale to COW of parcels constituting ARRC AOs 1-3 on the terms and conditions described above, a determination by the Board that the transaction meets these criteria appears achievable.

It is our belief and expectation that this proposal represents a mutual benefit to both COW and ARRC. We look forward to your consideration and confirmation of these terms by a written response to this proposal within the longer of (i) 60 days after the date of the proposal or (ii) 15 days after the date on which the Whittier City Council adopts a resolution either accepting or rejecting the proposal submitted by ARRC. Including a description of your preferred timeline for moving forward with the purchase and sale and other necessary agreements. Please do not hesitate to reach out if you have any questions or require further clarification.

Thank you in advance for your cooperation and collaboration. We are optimistic about the potential for development in Whittier and the benefits it can bring to our shared interests.

Sincerely,



Christy Terry
Vice President, Real Estate
Alaska Railroad Corporation

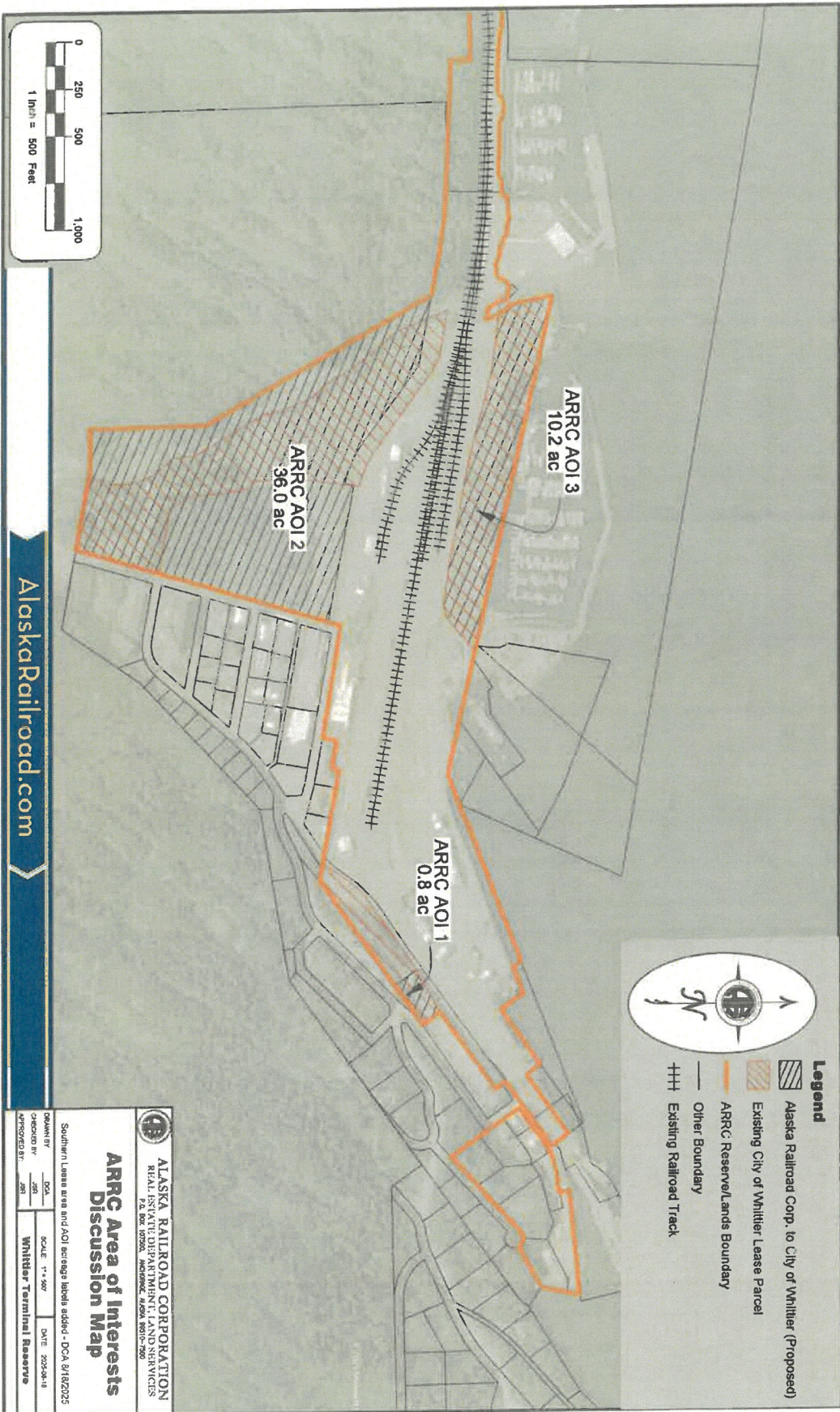


Exhibit 2

Agenda Statement

Meeting Date: November 18, 2025

To: City Council

Through: Jackie C. Wilde, City Manager



Agenda Item: Purchase of Alaska Railroad Corporation's Areas of Interest (AOI) 1, AOI 2, and AOI 3 in the Total Estimated Amount of \$4,893,321

BACKGROUND, JUSTIFICATION, & INTENT:

The City of Whittier has been working with the Alaska Railroad Corporation (ARRC) to clarify property ownership and facilitate long-term land use planning within the Whittier Terminal Reserve. These discussions date back several years and have focused on balancing municipal development needs with ARRC's operational requirements. In July 2025, the City submitted a revised land acquisition proposal seeking to secure key parcels essential for harbor redevelopment, community access, and public infrastructure. On September 23, 2025, ARRC provided a formal written counterproposal approving the sale of three parcels—AOI 1 (Sportsman's Lounge), AOI 2 (Harbor Parking Area/Whittier Creek/Well Site), and AOI 3 (Harbor Uplands)—at Fair Market Value, based on appraisals prepared by Black-Smith, Bethard & Carson, LLC in November 2024.

The estimated total value of the proposed acquisition is approximately \$4.89 million, subject to final survey adjustments. The transaction must be completed by January 31, 2027, unless extended in writing. The sale is structured as a direct purchase, with no land exchange required. The administration has reviewed the proposal and determined it to be fiscally responsible and consistent with Whittier's strategic goals for harbor revitalization, infrastructure investment, and community growth. Acceptance of the ARRC offer represents an important milestone in strengthening the City's ownership of critical waterfront properties and improving long-term coordination between the City and ARRC.

CONSISTENCY CHECKLIST:

- | | | | |
|---|-------------------------------------|--------------------------|--------------------------|
| | Yes | No | N/A |
| 1. Legislative Priorities: <i>Acquisition of ARRC Non-Operational Lands</i> | ☒ | ☐ | ☐ |
| 2. Comprehensive Plan: <i>Pg 47 -50</i> | ☒ | ☐ | ☐ |
| 3. Whittier Code | ☐ | ☐ | ☐ |
| 4. Other | ☒ | ☐ | ☐ |

FISCAL NOTE: This transaction will come before the City Council in the future for appropriation. The City has discussed various options for funding the project and given the City's lack of developable land and the need for land to promote the economic viability of the community, this project is the City's highest funding priority

ATTORNEY REVIEW: ☒ Yes ☐ No ☐ Not Applicable

RECOMMENDATION: Administration recommends approval of Resolution 2025-043.

Sponsored by: Wilde

**CITY OF WHITTIER, ALASKA
RESOLUTION 2025-__**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, ACCEPTING THE ALASKA RAILROAD CORPORATION'S REVISED LAND PURCHASE PROPOSAL FOR AREAS OF INTEREST ARRC AOI 1, AOI 2, AND AOI 3, AND AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE PURCHASE PROCESS CONSISTENT WITH THE TERMS PROVIDED BY THE ALASKA RAILROAD CORPORATION IN THE TOTAL ESTIMATED AMOUNT OF \$4,893,321 AND APPROPRIATING FUNDS

WHEREAS, the city submitted a revised land acquisition proposal dated July 7, 2025, requesting consideration for the purchase or exchange of several Areas of Interest (AOIs) to facilitate long-term municipal development, harbor improvements, and community growth; and

WHEREAS, on September 23, 2025, the City received a formal response from the Alaska Railroad Corporation ("ARRC") Real Estate Department outlining the terms of a counterproposal approved by the ARRC Real Estate Committee at its September 11, 2025 meeting; and

WHEREAS, ARRC's counterproposal authorizes the sale of three parcels—AOI 1 ("Sportsman's Lounge," approx. 0.8 acres), AOI 2 ("Harbor Parking Area/Whittier Creek/Well Site," approx. 36 acres), and AOI 3 ("Harbor Uplands," approx. 10.2 acres)—to the City at Fair Market Value, as determined by the Black-Smith, Bethard & Carson, LLC appraisal dated November 8, 2024; and

WHEREAS, the proposed transaction represents a significant milestone in advancing mutual goals of responsible development, improved harbor operations, and municipal planning consistency within the Whittier Terminal Reserve; and

WHEREAS, the ARRC proposal includes five conditions, including completion of the sale by January 31, 2027 (unless mutually extended in writing) and establishment of final pricing based on surveyed parcel configurations and appraised values estimated at approximately \$4,893,321; and

WHEREAS, ARRC and the City of Whittier have expressed a shared commitment to continue working collaboratively on additional ARRC-owned lands to develop appropriate land-use permits that support City economic development or municipal uses, including, but not limited to, coordinated permitting for City activities at the Head of the Bay;

WHEREAS, the Administration has reviewed the terms of the counterproposal and finds the proposed sale structure to be fiscally responsible, aligned with Council's legislative priorities, and in the City's long-term economic development interests.

CITY OF WHITTIER, ALASKA
RESOLUTION 2025-__
Page 2 of 2

NOW, THEREFORE, THE WHITTIER CITY COUNCIL HEREBY RESOLVES:

Section 1. The City Council of the City of Whittier hereby accepts the Alaska Railroad Corporation's land sale proposal dated September 23, 2025, for AOI 1, AOI 2, and AOI 3, and authorizes the City Manager to proceed with necessary due diligence, survey coordination, legal review, and negotiation of purchase agreements consistent with the ARRC's conditions.

Section 2. The City Manager is authorized to execute all necessary documents and take such administrative actions as are required to advance the transaction and return to Council with final sale agreements for approval prior to closing.

Section 3. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 18th day of November, 2025.

Victor Shen
Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Shelby Carlson
Acting City Clerk

(City Seal)

Municipality of Anchorage



P.O. Box 390
Girdwood, Alaska 99587
<http://www.muni.org/gbos>

Suzanne LaFrance Mayor

GIRDWOOD VALLEY SERVICE AREA BOARD OF SUPERVISORS
Mike Edgington & Jennifer Wingard, Co-Chairs
Briana Sullivan, Brian Burnett, Kellie Okonek

Resolution 2025-10

Of the Girdwood Board of Supervisors

RESOLUTION OF SUPPORT

FOR THE MUNICIPALITY OF ANCHORAGE AND THE CITY OF WHITTIER TO EXTEND CONTRACT FOR POLICE SERVICES IN THE GIRDWOOD VALLEY SERVICE AREA (GVSA)

WHEREAS, the GVSA has received voter approval to tax for police services, and is concluding the third and final year of the existing contract with the City of Whittier for Whittier Police Department services; and,

WHEREAS, a provision of the existing contract includes 1 2-year extension, which, if mutually agreeable, allows the contract to be extended until December 31, 2027 at a negotiated rate of \$856,487.52 per year; and

WHEREAS, Whittier Police Department has advised the Girdwood Public Safety Committee and Girdwood Board of Supervisors that dispatch services provided by the contractor who was selected via a competitive bid process, requires an additional cost of \$32,750 to the GVSA; and

WHEREAS, at a Special meeting held Sept ,2025 the Girdwood Board of Supervisors unanimously approved a Public Safety budget for 2026 at \$913,612, which includes these contracted costs as well as funding other items that support public safety in Girdwood; and

WHEREAS, for the last ten years, the contacts with the City of Whittier have been mutually agreeable and successful in providing “right sized” enforcement to the GVSA; and,

WHEREAS, the Girdwood Public Safety Advisory Committee has voiced its support for the contract extension and for the increase in costs due to dispatch service needs unanimous votes of at their Regular Meeting, held May 13, 2025.

THEREFORE, the Girdwood Board of Supervisors supports the approval of the police services contract as a sole source agreement between the Municipality of Anchorage and the City of Whittier, for the purpose of continuing police services provided by the Whittier Police Department for a period of 2 years, commencing January 1, 2026 at 12:00AM and concluding December 31, 2027 at 11:59PM.

PASSED AND APPROVED by a vote of 5 in favor and 0 opposed this 15th day of September, 2025.

Kellie Okonek
GBOS Police, Roads and Utilities Supervisor

Attest

GIRDWOOD POLICE SERVICES CONTRACT

THIS AGREEMENT, is made and entered into this ____ day of _____, 2025, by and between the Municipality of Anchorage, a State of Alaska municipal corporation (“Anchorage”), on behalf of the Girdwood Valley Service Area (“GVSA”), and The City of Whittier, Alaska, a municipal corporation (“Whittier” or “Contractor”). This agreement shall be referred to as the Agreement or the Contract throughout this document.

WHEREAS, the GVSA wishes to procure police services furnished by the Whittier Police Department for a period of two (2) years

NOW, THEREFORE, in consideration of the mutual obligations and promises herein, Anchorage and Whittier agree as follows:

This contract consists of:

- A. Part I, consisting of 11 sections of Special Provisions;
- B. Part II, consisting of 11 sections of General Provisions;
- C. Appendix A – Scope of Services, consisting of 3 pages;
- D. Appendix B – Statement of 911 Services, consisting of 1 page; and
- E. Appendix C – Summary, by Category, of Estimated Expenses, consisting of 1 page
- F. Appendix D – Girdwood Valley Service Area Map AMC 27.30.020, consisting of 1 page

PART I

SPECIAL PROVISIONS

Part 1 of this Agreement consists of those provisions that are listed below by section number and title.

- Section 1. Definitions
- Section 2. Scope of Services
- Section 3. Time for Performance
- Section 4. Compensation; Method of Payment
- Section 5. Termination of the Contractor's Services
- Section 6. Duties Upon Termination
- Section 7. Insurance
- Section 8. Assignments
- Section 9. *Omitted.*
- Section 10. Notices
- Section 11. Force Majeure

Section 1. Definitions.

A. "Administrator" means the Director of the Municipality of Anchorage Department of Public Works, or the Director's designee.

B. "Anchorage" means the Municipality of Anchorage, including the GVSA as defined in subsection D of this section.

C. "Contractor" means The City of Whittier, Alaska.

D. "GVSA" means the area currently depicted as the Girdwood Valley Service Area in Anchorage Municipal Code 27.30.700, as shown on the map in Appendix D.

Section 2. Scope of Services.

A. The Contractor shall perform professional services in accordance with Appendices A and B, which is attached hereto and incorporated in this section by reference.

B. Anchorage shall not be responsible for any costs associated with additional services unless Anchorage has consented in writing to the performance of additional services and agreed to pay costs associated with such services in its written consent. Contractor shall not perform additional services under this contract unless such services arise from and relate to this contract.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Anchorage and Whittier.
- B. The Contractor shall commence performance of the work described in Section 2 of this Contract on January 1, 2026, for a period of twenty-four months.

Section 4. Compensation; Method of Payment.

- A. Subject to the Contractor's satisfactory performance, Anchorage shall pay the Contractor SEVENTY-FOUR THOUSAND ONE HUNDRED AND THREE DOLLARS AND THIRTEEN CENTS (\$74,103.13) monthly, due the first of the month, and not later than the fifth of the month. Subject to the Contractor's satisfactory performance, monthly payments made during the two-year term shall annually total EIGHT HUNDRED EIGHTY-NINE THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY-TWO CENTS (\$889,237.56).
- C. The Contractor is not entitled to any compensation under this Contract, other than as expressly provided for in this section. Anchorage is not entitled to any services other than as expressly provided for in section 2, above.

Section 5. Termination of the Contractor's Services.

The Contractor's services under Part I, Section 2 this Contract may be terminated:

- A. By mutual consent of the parties.
- B. For cause by either party where the other party fails in any material way to perform its obligations under this Contract. "Fails in any material way to perform its obligations," includes, but is not limited to, refusing or failing to investigate a major crime. "Major crime" includes but is not limited to homicide and sexual assault crimes. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor and the other party fails to cure the default within thirty (30) days after receiving the notice.
- C. For no cause with twelve (12) months' notice to the other party prior to termination.

Section 6. Duties Upon Termination.

- A. *Reserved.*

B. If the Contractor's services are terminated, Anchorage shall pay the Contractor the reasonable value of the services rendered in compliance with this Contract prior to termination. Except as otherwise provided in this Contract, the reasonable value of the services rendered shall never exceed the monthly Contract rate for such services rendered prior to termination and any unpaid amount owed up to the date of termination. Contractor shall provide Anchorage with access, to the extent permitted by law and where access does not compromise any outstanding investigations or claims, to any finished or unfinished documents or materials including, but not limited to, police records, evidence in storage, videotaped materials, photographs, phone records, and GVSA-specific social media accounts, prepared by the Contractor under this Contract.

C. If Anchorage terminates the Contractor's services for convenience, Anchorage shall pay the Contractor for its actual costs reasonably incurred in performing before termination and (i) for the services rendered and goods delivered prior to termination (with services being pro-rated, if applicable), and (ii) any stranded investment or cost (including license fees, installation costs, and subcontracts or other unrecoverable amounts) reasonably incurred by Whittier as a result of the termination. Payment under this subsection shall never exceed the total compensation allowable under Part I, Section 4. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Anchorage to the extent the final version thereof would become property of Anchorage had the contract not been terminated.

D. If the Contractor receives payments exceeding the amount to which it is entitled under this section, it shall remit the excess to the Administrator within ninety (90) days of receiving notice to do so and determining that the amount is in excess under the terms of the Contract.

E. The Contractor shall not be entitled to any compensation under this section until the Contractor has delivered to the Administrator all documents, records, work product, materials and equipment owed to Anchorage and requested by the Administrator.

F. If the Contractor's services are terminated, for whatever reason, the Contractor shall not claim any compensation under this Contract, other than that allowed under this Contract or otherwise agreed upon in writing by both parties.

G. Except as provided in this section, termination of the Contractor's services under Part I, Section 5 does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

A. The Contractor shall keep in good standing the insurance described in subsection B of this section. Before rendering any services under the Contract, the Contractor shall furnish the Administrator with proof of the insurance in accordance with subsection B in a form acceptable

to the Risk Manager for Anchorage.

B. The Contractor shall provide the following insurance:

1. Workers' compensation and employer's liability coverage in the amount of \$500,000 as required by Alaska law.
2. Commercial general liability, including contractual and personal injury coverage in the amount of \$5,000,000 per occurrence, \$10,000,000 aggregate to include:

Premises Operations
 Products and Completed Operations
 Blanket Contractual
 Broad Form Property Damage
 Independent Contractors
 Personal Injury

3. Commercial Automobile liability per occurrence in the amount of \$1,000,000, single limit to include owned, hired and non-owned.

C. Contractor shall provide Anchorage with not less than thirty (30) days' notice prior to cancelling any insurance policy required by this section.

D. Anchorage must be listed as an additional insured on all policies, except Worker's Compensation insurance.

E. General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against the Municipality of Anchorage by reason of any payment made for claims under the above coverage.

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this Contract shall give Anchorage the right to immediately terminate this Contract without any liability for work performed after the date of assignment.

Section 9. Omitted.

Section 10. Notices.

Any notice required pertaining to the subject matter of this contract shall be either sent

CONTRACT WITH WHITTIER FOR GVSA POLICE SERVICES

PAGE 5

via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Anchorage: Municipality of Anchorage
c/o Superintendent Courtney Petersen
Department of Public Works
P.O. Box 196650
Anchorage, AK 99519-6650
FAX: (907) 343-8088

Contractor: City of Whittier
Chief of Police
P.O. Box 608
Whittier, AK 99693
FAX: (907) 472-2344

Notices are effective upon the earlier date of receipt, proof of good transmission (facsimiles only), or five (5) days after proof of proper posting.

Section 11. Force Majeure.

A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach of this Contract.

B. As used in this Contract, force majeure means an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:

1. Strikes or work stoppages.
2. Any interruption, suspension or interference with services caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences, outside the control of Anchorage or Whittier; except that provision shall not be interpreted generally to excuse Whittier from responding to events, such as riots, civil disturbances, or similar occurrences, within the GVSA that are of a nature to which a local police force would typically be expected to respond.
3. Order of court, administrative agencies or governmental officers with jurisdiction to issue such an order, other than those issued by Anchorage, GVSA, or Whittier.

PART II

GENERAL CONTRACT PROVISIONS

Part II of this Agreement consists of those provisions that are listed below by section number and title.

- Section 1. Relationship of Parties
- Section 2. Nondiscrimination
- Section 3. Permits, Laws and Taxes
- Section 4. Nonwaiver
- Section 5. Amendment
- Section 6. Jurisdiction; Choice of Law
- Section 7. Severability
- Section 8. Integration
- Section 9. Liability
- Section 10. Inspection and Retention of Records
- Section 11. Availability of Funds

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent contractor of Anchorage. Anchorage may administer the contract and monitor the contractor's compliance with its obligations hereunder. Anchorage shall not supervise or direct the Contractor other than as provided in the Contract.

Section 2. Nondiscrimination.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability except that Contractor may consider an applicant or employee's mental or physical impairment/disability in determining if they are a "qualified individual with a disability" (as that phrase is defined in the Americans with Disabilities Act of 1990).

Such affirmative action shall be applied to actions including, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. The Contractor shall state, in all solicitations or advertisements for employees to work on Contract jobs, that Contractor is an equal opportunity employer.

C. The Contractor shall comply with any and all reporting requirements that may apply to it which the Anchorage Office of Equal Employment Opportunity Contract Compliance may establish by regulation.

D. The Contractor shall include the provisions of subsections A through C of this section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract. Contractor shall not be required to amend or revise contracts with subcontractors or vendors executed prior to the Effective Date of the Contract to include subsections A through C of this section in such subcontract, vendor agreements or purchase orders under the Contract.

E. The Contractor shall comply with all applicable federal, state and municipal laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7, Chapter 7.50 of the Anchorage Municipal Code.

Section 3. Permits, Laws and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all applicable taxes from which it is not exempt pertaining to its performance under this Contract.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of the Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

A. The Contract shall only be amended, modified, or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.

B. For purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Contractor: Jackie Wilde
City Manager

Anchorage: Rebecca A. Windt Pearson
Municipal Manager

C. Any attempt to amend, modify, or change this Contract by either an unauthorized representative or unauthorized means shall be void.

Section 6. **Jurisdiction; Choice of Law.**

Any civil action rising from this Contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska shall govern the rights and obligations of the parties under this Contract.

Section 7. **Severability.**

Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

Section 8. **Integration.**

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. **Liability.**

A. The Contractor shall indemnify, defend, save and hold Anchorage (or Municipality) harmless from any and all claims, lawsuits, or liability, including attorney fees and costs, allegedly arising from any wrongful or negligent act, error, or omission of Contractor, Contractor's agents, employees, subcontractors or invitees, occurring during the course of or as a result of the Contractor's, Contractor's agents, employees, contractors, subcontractors or invitees' performance pursuant to this Contract.

B. The Contractor shall indemnify, defend, save and hold Anchorage (or Municipality) harmless from any and all claims, lawsuits or liability, including attorney fees and costs, allegedly arising out of loss, damage or injury to persons or property, to the extent not

attributable to any wrongful or negligent act, error or omission of Anchorage to: (i) a Whittier Police Officer performing services pursuant to this Contract or (ii) Whittier property used in the performance of services pursuant to this Contract. For purposes of this provision, the phrase “wrongful or negligent act, error or omission of Anchorage” shall not include Anchorage’s selection, administration, or monitoring of Whittier’s performance under this Contract, or in approving or accepting Whittier’s work. All liabilities for salaries, wages, any other compensation, injury or sickness, employment taxes, and employment claims arising out of or stemming from an Officer’s performance under this Contract shall be the responsibility of the Contractor.

C. Anchorage and the Contractor shall each pay half of any fees and costs, including but not limited to reasonable attorney’s fees (at rates typically paid by the Contractor for similar work) and costs, arising out of or resulting from legal claims filed against the Contractor or public records requests made of the Contractor when those claims or requests (a) relate to this Contract or its performance and (b) intentionally harass or unduly burden the Contractor. A decision maker appointed and employed by the State of Alaska’s Office of Administrative hearings (hereafter referred to as the “Hearing Officer”) shall determine whether a claim or request (a) relate to this Contract or its performance and 9b) was filed with the substantial intent of harassing or unduly burdening the Contractor. The costs and fees associated with retaining the Hearing Officer shall be paid by contractor but if the challenged claims or requests are found by the Hearing Officer to relate to this Contract or its performance and be intentionally harassing or unduly burdensome, Anchorage shall reimburse Contractor for half of the costs and fees for retaining the Hearing Officer. In the event that the Office of Administrative Hearings is unable to provide the services detailed in this subsection, a hearing officer agreed upon by both parties shall be retained. The parties may mutually consent to waiving the Hearing Officer determination if the parties agree that it is more likely than not that a claim or request relates to this Contract or its performance and was brought or made to intentionally harass or unduly burden the Contractor. The Contractor may elect to pay all costs associated with any claims or requests even if such claims or requests appear to qualify for cost-sharing under this subsection.

D. Nothing in this Agreement is intended to abrogate or limit either parties’ ability to avail itself to any legal defenses it may have, including the doctrine of qualified immunity.

Section 10. Inspection and Retention of Records.

Every six (6) months from the effective date of this Contract, and upon request with reasonable notice, the Contractor shall submit such other information and reports relating to its activities under this Contract, to Anchorage, in such form and at such times as Anchorage may reasonably require subject to the limitations under law and in this section. The Contractor shall permit Anchorage to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Contract to the extent permitted by law during regular business hours. Contractor shall not be required to create, compile, calculate or categorize records or information to meet a

request made by Anchorage or any other entity or person. Anchorage may, at its option, permit the Contractor to submit its records to Anchorage in lieu of retention requirements under this section. Nothing in this Agreement is intended to, or does, waive any rights or obligations under the Public Records laws contained in the Alaska Statutes or any discovery request, subpoena or other court order that is a part of a litigation proceeding.

Section 11. Availability of Funds.

To the extent that payments and performance under this Contract requires funds from future appropriations, payments and performance under this Contract are subject to such future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to either party and neither party shall be obligated to make payments or perform under this Contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below. This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counter parts shall constitute a single agreement.

MUNICIPALITY OF ANCHORAGE

CONTRACTOR

Name: Rebecca A. Windt Pearson
Title: Municipal Manager
Date:

Name: Jackie Wilde
Title: City Manager
Date:
IRS Tax Identification No. 92-0041440
Tax Status: Taxable () Non-Taxable (X)

APPENDIX A*~Scope of Work~*

1. *Officers. Time of Performance.* Whittier will make available to the GVSA for response to police matters within the GVSA no less than two (2) sworn police officers (“Officers”). Both parties agree that Officers are not required to be present in the GVSA every hour of every day. Except as otherwise provided in this Contract, and as practicable within the discretion of the Whittier Chief of Police, Whittier will provide a minimum of three (3) physical patrols lasting not less than 45 minutes each per day in the GVSA
2. *Qualifications of Officers.* Officers shall:
 - a. Hold a valid police officer certificate from the Alaska Police Standards Council; or
 - b. Be actively working toward certification and
 - i. Meet the eligibility standards of 13 AAC 85.010(a) (requiring persons hired by a police department to be citizens, 21 years of age or older, of good moral character, in good mental and physical health, and with minimum educational qualifications) and .010(b) (requiring persons hired by a police department not to have certain disqualifying convictions, certain disqualifying license actions, or to have engaged in certain disqualifying activities related to controlled substances)
 - ii. Have attested and subscribed to the law enforcement Code of Ethics set out in 13 AAC 85.040(b)(5), and
 - iii. Have either successfully completed a basic officer academy meeting the standards of 13 AAC 85.050, or be entitled to waiver and reciprocity under 13 AAC 85.060.

For the avoidance of doubt, no Officer may be provided to the GVSA who has been denied certification, or has had his or her basic certification revoked, unless the denial or revocation has been rescinded by the Alaska Police Standards Council or by the responsible licensing agency of the certificate-issuing jurisdiction.

3. *Substance of Work.* Whittier will provide general law enforcement services to the GVSA, as follows:

- a. Whittier will enforce State law, including, but not limited to major crimes such as homicide and sexual assault, and may enforce Anchorage Municipal Code (AMC) Chapter 9.30, Stopping, Standing and Parking Generally, of the Anchorage Municipal Code and any related laws and regulations within GVSA
 - b. Officers will respond to calls for service within GVSA, 24 hours a day, 7 days a week
 - c. Officers will work with the State's District Attorney's Office and appear in Court, as needed to support legal proceedings
 - d. Officers will be under the exclusive supervision and control of Whittier
 - e. Officers will provide service for major festivals and events in Girdwood, including but not limited to, New Year's Eve Celebration, Forest Fair, and Spring Carnival.
- 4. *Equipment.* Whittier, or its subcontractors, will supply all equipment necessary to fulfill the terms of this Contract.
- 5. *Prisoner Transport.* Whittier will transport to the Anchorage Jail the following individuals, if any, arrested by Officers providing service under this Contract.
 - a. All individuals arrested for felonies
 - b. All individuals arrested for crimes of domestic violence as defined in AS 18.66.990(3)
 - c. All individuals with outstanding warrants; and
 - d. All individuals arrested for misdemeanors for which the statewide bail schedule does not permit release on the individual's own recognizance.
- 6. *Other Individuals Requiring Transport.* Whittier will transport to a suitable facility in Anchorage, individuals within the GVSA, if any, for whom Whittier determines commitment proceedings should be initiated in accordance with Alaska Statutes Title 47.
- 7. *Telecommunications.* Whittier shall maintain radio systems and any needed Alaska Land Mobile Radio Communications System agreements to permit radio interoperability with the Alaska State Troopers, Anchorage Fire Department, Girdwood Volunteer Fire Department, and the Anchorage Police Department to the same extent and with the same

licenses and systems licensed or employed by Contractor on the day the Contract is executed.

8. *Public Safety Committee of Girdwood Board of Supervisors.* Whittier shall make a good faith effort to attend regularly scheduled meetings of the Public Safety Committee of the Girdwood Board of Supervisors. Anchorage anticipates that meetings of the Public Safety Committee will occur monthly, within the GVSA, after regularly scheduled business hours. Public Safety Committee meetings will provide a forum for communication between Whittier and the GVSA. Whittier will at least once annually provide the Public Safety Committee with statistical information regarding calls for service. The Public Safety Committee will exercise no control or direction over Whittier or any Office; the Committee will meet for the purpose for receiving and exchanging information, and solely in an advisory capacity.
9. *Description of Whittier's Allocation of Amounts Paid.* Not later than 30 days after January 1, 2025, or a mutually agreed upon date in writing by both parties, and annually thereafter, Whittier shall provide Anchorage with at least a summary, with at least as much detail as the summary appended to this document as Appendix C, of how payments made to Whittier pursuant to this Contract were allocated by Whittier. Said summary shall, at a minimum, disclose to Anchorage the total amount of money that Whittier spent for purposes of fulfilling this Contract, for (a) wages and benefits, and (b) equipment and supplies, and (c) any risk mitigations or contingency costs. The summary under this section shall not constitute a budget for services under this Contract nor shall Whittier be required to separately account for or itemize costs, fees or services that were expended, paid for and/or procured on behalf of the Whittier Police Department.
10. *Emergencies.* Both parties agree that Whittier will not be deemed to have breached this Contract if law enforcement services agreed upon in this Contract are unavailable due to an unanticipated and ongoing emergency within the GVSA or Whittier that requires immediate police attention. The need for police services shall be determined within the sole, reasonable discretion of the Whittier Police Chief.

APPENDIX B*~Statement of 911 Services~*

At the time of execution of the Contract, Whittier receives GVSA 911 calls for service from land lines and cellular calls, and is capable of accepting calls forwarded from other federal, state, and municipal agencies. GVSA 911 calls are received through APD Dispatch which routes the 911 based in GVSA to the City of Valdez Dispatch.

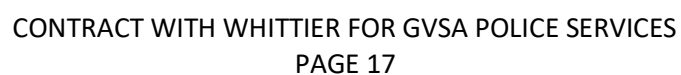
Calls received through Valdez Dispatch are recorded and logged in to the Whittier Police Department's Computer Aided Dispatch and Record Management Systems (CAD/RMS) system. All calls are handled through secure, encrypted ALMR radio communications.

Whittier maintains a non-emergency local number: 907-783-3223 and 907-472-2340.

APPENDIX C*~Summary, by Category, of Estimated Expenses~*

Summary of 2026 and 2027 Costs for Girdwood Contract	
Officer Wages and Benefits	\$574,470.00
Uniform and Equipment	\$39,000.00
Liability and Auto Insurance	\$23,750.00
Dispatch Services	\$35,000.00
Vehicle and Equipment Cost, Including Depreciation	\$70,500.00
Vehicle Fuel	\$24,620.00
Supplies including Ammunition	\$11,050.00
Officer Travel and Training	\$7,091.00
Online Services/Storage	\$22,500.00
Misc. Expenses	\$4,250.00
Admin Costs	\$44,257.00
Additional Dispatch Costs	\$32,750.00
Total	\$ 889,238.00

~Girdwood Valley Service Area Map AMC 27.30.020~



Agenda Statement

Meeting Date: December 16, 2025
To: City Council
Through: Jackie C. Wilde, City Manager
From: Andre Achee, Public Safety Director



Agenda Item: Authorizing the City Manager to Execute an Agreement With the Municipality of Anchorage for the Whittier Police Department to Provide Police Services to the Girdwood Valley Service Area January 1, 2026, Through December 31, 2027

BACKGROUND, JUSTIFICATION, & INTENT:

The City of Whittier has been providing police services to the Girdwood Valley Service Area (GVSA) since 2016 with the first contract approved via Ordinance 2016-08 for the three-year period from January 1, 2017, through December 31, 2019; a renewal contract approved via Ordinance 2019-001 for the three-year period January 1, 2020, through December 31, 2022, and our current contract approved via Ordinance 2022-032 for the three-year period January 1, 2023 through December 31, 2025.

The police services partnership between Whittier and Girdwood provides economies of scale that allow each community to share services and capital equipment, while enhancing overlapping 24/7 coverage that might otherwise be unaffordable for each community.

CONSISTENCY CHECKLIST:

	Yes	No	N/A
1. Legislative Priorities	☐	☒	☐
2. Comprehensive Plan: <i>pgs 20 - 21</i>	☒	☐	☐
3. Whittier Code: <i>Chapter 10.08</i>	☒	☐	☐
4. Other	☐	☒	☐

FISCAL NOTE: The Public Safety Director has worked with representatives of the Municipality of Anchorage and GVSA to negotiate a two-year contract that increases the value of services to \$889,237.52 for the years 2026 and 2027.

ATTORNEY REVIEW: ☒ Yes ☐ No ☐ Not Applicable

RECOMMENDATION: Administration recommends approval of Resolution 2025-050.

Sponsored by: Wilde

**CITY OF WHITTIER, ALASKA
RESOLUTION 2025-050**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE
MUNICIPALITY OF ANCHORAGE FOR THE WHITTIER POLICE DEPARTMENT
TO PROVIDE POLICE SERVICES TO THE GIRDWOOD VALLEY SERVICE AREA
JANUARY 1, 2026, THROUGH DECEMBER 31, 2027**

WHEREAS, the City of Whittier has been providing police services to the Girdwood Valley Service Area (GVSA) since 2016 with the first contract approved via Ordinance 2016-08 for the three-year period from January 1, 2017, through December 31, 2019, and a renewal contract approved via Ordinance 2019-001 for the three-year period January 1, 2020, through December 31, 2022; and current contract approved via Ordinance 2022-032 for the three-year period January 1, 2023, through December 31, 2025; and

WHEREAS, the police services partnership between Whittier and Girdwood provides economies of scale that allow each community to share services and capital equipment, while enhancing overlapping 24/7 coverage that might otherwise be unaffordable for each community; and

WHEREAS, the Public Safety Director has worked with representatives of the Municipality of Anchorage and GVSA to negotiate a two-year contract that increases the value of the contract from \$793,044 to \$889,237.52 for each of the two calendar years 2026 and 2027. This is an 8% increase over the current annual contract price with an additional \$32,750.00 increase to the dispatch contract fee.

NOW, THEREFORE, THE WHITTIER CITY COUNCIL HEREBY RESOLVES:

Section 1. Pursuant to Whittier Municipal Code 3.32.130, the City Manager is hereby authorized and directed to enter into an agreement with the Municipality of Anchorage to provide police services to the Girdwood Valley Service Area for the next two years, from January 1, 2026, through December 31, 2027, in substantial form as attached hereto, but with such changes, modifications, additions, or deletions therein as the City Manager shall deem necessary, desirable, or appropriate the execution thereof constituting conclusive evidence of approval.

Section 2. The City Manager is hereby authorized, empowered, and directed to do all things and execute all documents as may be necessary to carry out and comply with the provisions of the Contract as executed.

Section 3. This resolution shall be effective immediately upon adoption.

**CITY OF WHITTIER, ALASKA
RESOLUTION 2025-050**

Page 2 of 2

Item # 12.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council
on this _____ day of _____, 2025.

Victor Shen
Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Shelby Carlson
City Clerk

(City Seal)

Agenda Statement

Meeting Date: November 18, 2025
To: City Council
Through: Jackie C. Wilde, City Manager
From: Department Head
Agenda Item: Title of Resolution or Ordinance



BACKGROUND, JUSTIFICATION, & INTENT:

At the October 21, 2025 Regular City Council Meeting, Alaska State Representative Ky Holland attended in his capacity as a private citizen and provided an informational update on statewide efforts to eliminate Alaska's biannual clock change. He shared that several bills are currently under consideration in the Legislature to end the transition between Standard Time and Daylight Saving Time (DST), and he explained the general policy landscape:

- many Alaskans support ending the twice-a-year clock change;
- there is ongoing discussion at the Legislature about whether a permanent shift should align with Alaska Standard Time or Alaska Daylight Time; and
- under federal law, states may adopt permanent Standard Time without federal approval, but adopting permanent Daylight Time would require Congressional authorization, which has stalled nationally.

Rep. Holland explained that HB 229 proposes keeping Alaska on Standard Time year-round, citing public health research supporting morning light for sleep, circadian stability, and safety outcomes. He also acknowledged that some sectors—particularly recreation and tourism—value evening daylight. His remarks were framed as an open request for input rather than advocacy for a specific municipal action.

During the Council and Administration Response to Citizen Comments portion of the meeting, City Manager Jackie C. Wilde asked whether the Council would like staff to prepare a resolution expressing support for HB 229. The Council raised no objection. This agenda item is therefore presented in response to that direction.

What the Resolution Does:

- Expresses the City of Whittier's support for HB 229, which would exempt Alaska from observing Daylight Saving Time and keep the state on Standard Time year-round.
- Communicates the City's position to the Legislature, Governor, and relevant state committees.
- Does **not** take a position on other DST-related bills or on the broader policy debate about Standard Time versus Daylight Time beyond the scope of HB 229.
- Does **not** obligate the City to any operational changes, financial commitments, or local code amendments.

The intent of this resolution is to respond to the Council's request, provide clear direction to state policymakers, and articulate Whittier's interest in predictable, stable timekeeping that supports community wellbeing, municipal operations, and regional coordination.

CONSISTENCY CHECKLIST:

	Yes	No	N/A
1. Legislative Priorities	☐	☒	☐
2. Comprehensive Plan	☐	☒	☐
3. Whittier Code	☐	☒	☐
4. Other: <i>10.21.2025 Whittier City Council Regular Meeting Minutes</i>	☒	☐	☐

FISCAL NOTE: This is a policy statement and has no fiscal impact.

ATTORNEY REVIEW: ☐ Yes ☒ No ☐ Not Applicable

RECOMMENDATION: Administration recommends approval of Resolution 2025-051.

Sponsored by: Wilde

**CITY OF WHITTIER, ALASKA
RESOLUTION 2025-051**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA,
SUPPORTING HOUSE BILL 229, “AN ACT EXEMPTING THE STATE FROM
DAYLIGHT SAVING TIME”**

WHEREAS, the State of Alaska currently observes Daylight Saving Time (DST) under federal law (15 U.S.C. 260a), advancing clocks one hour each spring and reverting in the fall; and

WHEREAS, Alaska’s high-latitude daylight patterns make DST functionally unnecessary and often disruptive, offering little to no benefit to residents, schools, public safety systems, transportation schedules, or local governments; and

WHEREAS, communities across Alaska—including Whittier—experience measurable operational and public health impacts from the biannual clock change, including increased fatigue, workplace errors, and reduced sleep quality; and

WHEREAS, eliminating the biannual shift would simplify scheduling for municipal operations, emergency response, ferry and aviation coordination, and other time-dependent functions; and

WHEREAS, HB 229 proposes to exempt Alaska from the observation of DST and directs the state to remain on standard time year-round, with an effective date of November 3, 2026; and

WHEREAS, the City of Whittier supports efforts that enhance predictability, improve community well-being, and reduce administrative and operational burdens on residents and local government alike.

NOW, THEREFORE, THE WHITTIER CITY COUNCIL HEREBY RESOLVES:

Section 1. The City Council of the City of Whittier, Alaska, supports House Bill 229 and urges the Alaska State Legislature to adopt this legislation.

Section 2. The City Manager is directed to provide a copy of this resolution to the City’s State lobbying firm, the Governor, the Speaker of the House, the President of the Senate, and the members of the House and Senate representing Whittier.

Section 3. This resolution shall be effective immediately upon adoption.

**CITY OF WHITTIER, ALASKA
RESOLUTION 2025-051**

Page 2 of 2

Item # 13.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council
on this _____ day of _____, 2025.

Victor Shen
Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Shelby Carlson
City Clerk

(City Seal)

CALL TO ORDER

The November 18, 2025, regular meeting of the Whittier City Council was called to order at 7:02 p.m. by Mayor Shen.

OPENING CEREMONY

Mayor Shen led the pledge of allegiance to the flag. There was a moment of silence for the recent losses in the community.

ROLL CALL

There were present:

Victor Shen, presiding, and
Peter Denmark, David Pinquoch (virtual), Renner Macaldao, Jamie Loan, Tom Wagner, and Lorianne Borg, comprising a quorum of the Board.

Also Present:

Jackie C. Wilde, City Manager
Kris Erchinger, Finance Director (virtual)
Scott Korbe, Public Works Director
Andre Achee, Public Safety Director
Jason Cates, Fire/EMS Chief
David Borg, Harbormaster
Shelby Carlson, Assistant City Manager/Acting City Clerk
Holly Wells, City Attorney

CITIZEN COMMENTS ON ANY SUBJECT EXCEPT THOSE ITEMS SCHEDULED FOR PUBLIC HEARING

Vovsg Xxall proposed collaborating with DOT, the Chamber, and local businesses to install historic-district signage, starting with a small “diverter” sign at the head of the bay. About \$500 in donations is already pledged. He noted larger Seward Highway signs may follow and said he previously shared mock-ups with the former Assistant City Manager.

APPROVAL OF THE REGULAR MEETING AGENDA AND CONSENT AGENDA**Motion (Borg/Denmark)**

Approve Agenda and Consent Agenda

Motion to Amend (Wagner/ Denmark)

Remove Item 8, Resolution 2025-039

Motion to Amend Passed

Unanimous

Motion Passed

Unanimous

Items Approved on Consent Agenda:

13. Approval of the October 14, 2025 Canvass Board Meeting Minutes

14. Approval of the October 21, 2025 Regular Meeting Minutes

15. Approval of the October 27, 2025 Special Meeting Minutes

16. Commissioner Appointments – Benjamin Derting, Planning & Zoning Commission, Seat D

CONFLICT OF INTEREST

Shen declared a potential conflict of interest in Item 12, Resolution 2025-043.

Motion

Does Mr. Shen have a substantial financial conflict of interest in Item 12?

Motion Failed

AYES: Shen

NOES: Loan, Macaldao, Denmark, Wagner, Pinguoch, Borg

The Council determined **Shen** did not have a substantial financial conflict of interest in Item 12.

PRESENTATIONS AND REPORTS

Presentations

Alaska's Best Tasting Water Award – **Cam Bender**, Senior Water/Wastewater Operator, presented the award.

Gold Certified Alaska Clean Harbor Award – **Borg** presented the award.

Comprehensive Economic Development Strategy – **Kristin Smith** of the Prince William Sound Economic Development District explained the purpose of the plan and Whittier's role in it.

Mayor Report – **Shen** highlighted the Whittier Community School student fundraiser for relief efforts in Western Alaska.

Vice Mayor Report – None.

City Manager Report – **Wilde** shared highlights from the written report.

City Attorney Report – **Wells** noted a written report was provided in the packet.

PUBLIC HEARINGS – None

NEW BUSINESS

ORDINANCES FOR INTRODUCTION

ORDINANCE 2025-004 An Ordinance Adopting a New Chapter 13.12.025 of the Whittier Municipal Code Entitled "Water and Sewer Utility Service Deposit"

Motion (Wagner/Loan)

Introduce **Ordinance 2025-004** and set a public hearing for the December 16, 2025 regular meeting.

Erchinger provided a staff report and fielded questions from the Council.

Motion Passed

Unanimous

NON-CODE ORDINANCE 2025-005 An Ordinance Repealing the Discounted Winter Transient Moorage Rate and Adding a 40% Discount Rate for Transient Moorage Paid in Full and Non-Refundable for a 12 Month Period

Motion (Wagner/Pinquoch)

Introduce **Non-Code Ordinance 2025-005** and set a public hearing for the January 2026 regular meeting.

Pinquoch provided background on the ordinance. **Wagner** requested a work session. **Wells** advised that the Council may either postpone the ordinance to a time certain or postpone it indefinitely, depending on whether they intend to revive it later. She noted that a joint work session is appropriate but stressed that legal counsel must be present, since harbor regulations and vessel-related property rights involve federal and state constitutional issues and should be reviewed with attorneys before further discussion.

Motion (Wagner/Pinquoch)

Postpone Non-Code Ordinance 2025-005 indefinitely.

Motion Passed

Unanimous

NEW BUSINESS

RESOLUTIONS

Resolution 2025-040 A Resolution Supporting Full Funding (\$18,186,535) for the State of Alaska Municipal Harbor Facility Grant Program in the FY2027 State Capital Budget

Motion (Borg/Wagner)

Approve **Resolution 2025-040.**

Wilde provided a staff report.

Motion Passed

Unanimous

Resolution 2025-041 A Resolution Supporting Raising the Maximum Available Alaska Department of Transportation Harbor Facility Grant to \$7,500,000 for Eligible Projects on an Annual Basis

Motion (Loan/Wagner)

Approve **Resolution 2025-041.**

Motion Passed

Unanimous

Resolution 2025-042 A Resolution Authorizing the City Manager to Execute the First Amendment to the Memorandum of Understanding Between the City of Whittier and the Alaska Railroad Corporation Regarding Land Purchase/Sale, Exchange, or Combination Thereof at Fair Market Value and Management Within the City of Whittier

Motion (Wagner/Borg)

Approve **Resolution 2025-042.**

Wilde provided a staff report. General discussion given.

Motion Passed

AYES: Wagner, Borg, Macaldao, Pinguoch,
Loan, Shen
NOES: Denmark

Resolution 2025-043 A Resolution Accepting the Alaska Railroad Corporation's Revised Land Purchase Proposal for Areas of Interest ARRC AOI 1, AOI 2, and AOI 3, and Authorizing the City Manager to Proceed with the Purchase Process Consistent with the Terms Provided by the Alaska Railroad Corporation in the Total Estimated Amount of \$4,893,321 and Appropriating Funds

Motion (Wagner/Borg)

Approve **Resolution 2025-043**.

Wilde provided a staff report. General discussion given.

Motion to Amend (Pinguoch/Wagner)

Amend Resolution 2025-043, line 45, to insert, "and subject to appropriation by Council"

Motion to Amend Passed

Unanimous

General discussion continued.

Motion Passed as Amended

AYES: Wagner, Borg, Macaldao, Pinguoch,
Loan, Shen
NOES: Denmark

OTHER NEW BUSINESS

Appointment of Council Members to Council Committees

The following members were appointed or confirmed:

- **Parks and Recreation Committee:** Victor Shen, Jamie Loan
- **Historical Preservation Committee:** Lorianne Borg, Jamie Loan, City Manager, and three members of the public
- **Council Policy & Procedures Manual Committee:** discontinuing
- **City Lands Advisory Committee:** Tom Wagner, Renner Macaldao, three city residents, and one subject matter expert
- **Whittier Moves Technical Advisory Committee:** no members were assigned to this committee

Council Manual Work Session

There was no objection to a December 16 work session on the topic of the Council Policy & Procedures Manual.

Evaluation of the City Attorney

Pinguoch provided a summary of the City Attorney evaluation results. General discussion given.

COUNCIL COMMENTS

Wagner asked for a note on executive sessions when they are just placeholders and asked for an executive session on the Ground Transportation Fee. **Wilde** suggested a work session instead; there was no objection from Council for scheduling a work session.

Borg stated that a colleague's public social media post prompted concerns about how council conduct affects public trust, affirmed her intent to follow all ethics and conflict-of-interest requirements, and asked the council to move forward collaboratively.

Loan noted that she and her spouse were also referenced in recent comments, emphasized that councilmembers should work as a team and avoid disparaging one another on social media, and expressed concern that such actions may discourage community members from serving.

Shen highlighted recent community service efforts by the Fire/EMS Department and the Whittier Community School, proposed that the City match the students' \$700 fundraising for Western Alaska relief through the Community Support Fund.

Motion (Wagner/Loan)

Match the Whittier Community School's \$700 contribution to the Western Alaska Relief efforts from the Community Support fund.

Motion Passed**Unanimous****CITIZEN DISCUSSION**

Representative Ky Holland updated the Council on his office's support for the Shotgun Cove Road FLAP grant, ongoing work to address Portage Valley communication gaps affecting EMS and police response, and continued advocacy for Whittier's ambulance, extraction, and communications equipment requests. He congratulated the City on progress with the railroad land issue, requested timely coordination on updated legislation, noted prior discussion about Alaska Standard Time, and invited the Council and public to meet with him during his upcoming visit to Whittier.

Ross Carlson commented that City rules appear to be applied inconsistently and asked the Council to clarify expectations so that all residents understand which rules apply and that they apply uniformly.

COUNCIL AND ADMINISTRATION RESPONSE TO CITIZEN COMMENTS – None**EXECUTIVE SESSION**

Girdwood Policing Contract, as per WMC 2.08.040(B)(1), matters that, if immediately disclosed, would tend to adversely affect the finances of the city and **City Manager Performance**, as per WMC 2.08.040(B)(2), matters that would tend to injure the reputation of a person.

Motion (Wagner/Loan)

Motion to enter into executive session.

The City Attorney, City Manager, Assistant City Manager, Public Safety Director, and Finance Director were asked to stay for the first executive session, with the City Manager being asked to stay for the second executive session.

Motion Passed**Unanimous**

The Council went into executive session at 8:55 p.m.

Motion (Loan/Borg)

Motion to exit executive session.

Motion Passed**Unanimous**

The Council came out of executive session at 11:01 p.m.

Motion (Borg/Loan)

Direct Administration to bring forward a resolution to consider approval of the Girdwood Police Services Contract.

Motion Passed**Unanimous****Motion (Denmark/Wagner)**

Direct Administration to bring forward a resolution to consider approval of the City Manager Employment Agreement changes.

Motion Passed**Unanimous****ADJOURNMENT**

The meeting adjourned at 11:03 p.m.

Shelby Carlson
Acting City Clerk

Victor Shen
Mayor

(City Seal)

CITY OF WHITTIER
BALANCE SHEET
OCTOBER 31, 2025

Item # 15.

GENERAL FUND

ASSETS

01-000-0100	CASH - COMBINED FUND	2,280,046.30	
01-000-1090	PETTY CASH	250.00	
01-000-1150	ACCRUED INTEREST RECEIVABLE	734.10	
01-000-1200	ACCOUNTS RECEIVABLE - GENERAL	39,269.36	
01-000-1201	AR- NOT THRU AR JOURNAL CASELL	16,741.05	
01-000-1210	ACCOUNTS REC PROPERTY TAX REAL	112,385.11	
01-000-1212	ACCOUNTS REC PROPERTY TAX PERS	256,352.49	
01-000-1215	UNAPPLIED PAYMENT - PROP TAX	(3,935.63)	
01-000-1220	ACCOUNTS REC - BUSINESS TAX	19,294.35	
01-000-1230	ACCOUNTS RECEIVABLE - LEASES	149,451.76	
01-000-1240	GASB 87 LEASE RECEIVABLE	12,457,653.02	
01-000-1251	GRANTS RECEIVABLE	110,749.69	
01-000-1299	ALLOWANCE FOR DOUBTFUL ACCOUN	(191,696.34)	
01-000-1700	PREPAID EXPENSES	29,348.30	
01-000-1710	PREPAID WORKER'S COMP.	110,091.53	
01-000-1720	PREPAID INSURANCE	339,662.94	
01-000-1900	SUSPENSE	43,458.39	
TOTAL ASSETS			15,769,856.42

LIABILITIES AND EQUITY

LIABILITIES

01-000-2000	ACCOUNTS PAYABLE	74,047.07	
01-000-2002	AP NOT THROUGH JOURNAL	120,512.00	
01-000-2030	WORKER'S COMP PAYABLE	16,741.05	
01-000-2050	FEDERAL PAYROLL TAXES PAYABLE	12,814.04	
01-000-2060	ESC TAXES PAYABLE	2,771.01	
01-000-2075	HEALTH & LIFE INSURANCE PAYABL	1,675.62	
01-000-2080	PERS PAYABLE	43,551.98	
01-000-2085	DEFERRED COMP PAYABLE	3,941.76	
01-000-2090	AFLAC/GUARDIAN INSURANCE LIAB	(1,462.74)	
01-000-2310	UNEARNED REVENUE - PROPERTY TA	42,449.69	
01-000-2320	UNEARNED REVENUE - OTHER	1,330.99	
01-000-2330	UNEARNED REVENUE - LEASES	(100,000.00)	
01-000-2700	DEFERRED INFLOW OF RESOURCES	12,257,580.16	
TOTAL LIABILITIES			12,475,952.63

FUND EQUITY

01-000-3000	FUND BALANCE	2,677,368.09	
01-000-3201	F/B-ASSIGNED OPERATING RESERVE	326,831.96	
01-000-3202	F/B-ASSIGNED PARKS AND REC	43,700.88	
01-000-3203	F/B-ASSIGNED EXXON SETTLEMENT	84,427.57	
REVENUE OVER EXPENDITURES - YTD		161,575.29	
BALANCE - CURRENT DATE			3,293,903.79
TOTAL FUND EQUITY			3,293,903.79

CITY OF WHITTIER
BALANCE SHEET
OCTOBER 31, 2025

Item # 15.

GENERAL FUND

TOTAL LIABILITIES AND EQUITY

15,769,856.42

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>						
01-310-4005	FISH TAX	.00	1,644.14	60,000.00	58,355.86	2.7
01-310-4006	MOTOR VEHICLE REGISTRATION	378.12	3,110.52	4,000.00	889.48	77.8
01-310-4007	LIQUOR TAX	.00	4,625.00	6,500.00	1,875.00	71.2
01-310-4008	FUEL TRANSFER EXCISE TAX	.00	6,103.01	15,000.00	8,896.99	40.7
01-310-4009	ELEC & TELE CO-OP TAX	.00	3,140.39	8,000.00	4,859.61	39.3
01-310-4200	SALES TAX	169,446.66	575,829.88	685,435.00	109,605.12	84.0
01-310-4201	PROPERTY TAX - REAL	111.99	481,435.27	528,000.00	46,564.73	91.2
01-310-4202	PROPERTY TAX - PERSONAL	(5,089.12)	323,702.04	320,000.00	(3,702.04)	101.2
01-310-4205	BUSINESS TRANSPORTATION TAX	.00	9,556.93	.00	(9,556.93)	.0
	TOTAL TAXES	164,847.65	1,409,147.18	1,626,935.00	217,787.82	86.6
<u>LICENSES & PERMITS</u>						
01-320-4250	BUSINESS LICENSES	157.50	4,065.00	5,500.00	1,435.00	73.9
01-320-4251	USER FEES & PERMITS	60.00	5,620.00	1,500.00	(4,120.00)	374.7
01-320-4312	AMBULANCE FEES	5,414.93	56,280.03	7,500.00	(48,780.03)	750.4
	TOTAL LICENSES & PERMITS	5,632.43	65,965.03	14,500.00	(51,465.03)	454.9
<u>INTERGOVERNMENTAL REVENUE</u>						
01-330-4002	STATE REVENUE SHARING	.00	.00	78,500.00	78,500.00	.0
01-330-4003	STATE PAY-IN-LIEU OF TAXES	.00	57,540.33	55,000.00	(2,540.33)	104.6
01-330-4006	STATE OF ALASKA GRANT	37,791.00	37,791.00	37,791.00	.00	100.0
01-330-4012	FEDERAL GRANT FUNDS	.00	80,209.36	188,907.00	108,697.64	42.5
01-330-4025	NAT'L FOREST SERVICE RECEIPTS	.00	671.33	27,000.00	26,328.67	2.5
	TOTAL INTERGOVERNMENTAL REVENUE	37,791.00	176,212.02	387,198.00	210,985.98	45.5
<u>LEASES</u>						
01-345-4515	LEASE INCOME - CITY LAND	205,589.58	624,457.80	319,776.00	(304,681.80)	195.3
01-345-4517	LEASES - ARRC LAND	1,176.49	11,764.90	.00	(11,764.90)	.0
01-345-4520	LEASE INCOME - CONDOMINIUMS	1,750.00	9,320.00	13,800.00	4,480.00	67.5
01-345-4525	LAND USE RENT	105.00	14,972.24	14,000.00	(972.24)	106.9
	TOTAL LEASES	208,621.07	660,514.94	347,576.00	(312,938.94)	190.0
<u>FINES & CITATIONS</u>						
01-350-4261	PSD FINES & CITATIONS	.00	100.00	500.00	400.00	20.0
01-350-4262	PSD PARKING TICKETS CIVIL	175.00	2,437.00	1,000.00	(1,437.00)	243.7
	TOTAL FINES & CITATIONS	175.00	2,537.00	1,500.00	(1,037.00)	169.1

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-360-4099 MISCELLANEOUS REVENUE	44.99	2,741.81	2,500.00	(241.81)	109.7
01-360-4204 INTEREST & PENALTIES	648.08	12,787.06	2,000.00	(10,787.06)	639.4
01-360-4275 LEGAL/INSURANCE SETTLEMENT	.00	45,944.92	.00	(45,944.92)	.0
01-360-4900 INTEREST ON BANK ACCOUNTS	.00	(179,207.21)	.00	179,207.21	.0
01-360-4902 INVESTMENT INTEREST	13,553.02	362,047.52	80,000.00	(282,047.52)	452.6
01-360-4903 LEASE INTEREST REVENUE	.00	.00	373,177.00	373,177.00	.0
01-360-4914 TRANSFIELD - TUNNEL CONTRAC	.00	.00	40,000.00	40,000.00	.0
01-360-4915 GIRDWOOD-POLICE CONTRACT	66,087.00	660,870.00	793,044.00	132,174.00	83.3
TOTAL MISCELLANEOUS	80,333.09	905,184.10	1,290,721.00	385,536.90	70.1
<u>TRANSFERS & OTHER</u>					
01-390-4855 SURPLUS SALES	.00	3,400.00	.00	(3,400.00)	.0
01-390-4990 TRANSFER IN FROM CVP FUND	.00	691,434.00	691,434.00	.00	100.0
01-390-4991 TRANSFER IN	.00	33,417.00	33,417.00	.00	100.0
01-390-4994 TRANSFER IN FROM HARBOR	.00	165,043.00	165,043.00	.00	100.0
01-390-4995 TRANSFER IN FROM WWS	.00	36,050.00	36,050.00	.00	100.0
01-390-4996 TRANSFER IN FROM DELONG DOCK	.00	14,000.00	14,000.00	.00	100.0
TOTAL TRANSFERS & OTHER	.00	943,344.00	939,944.00	(3,400.00)	100.4
TOTAL FUND REVENUE	497,400.24	4,162,904.27	4,608,374.00	445,469.73	90.3

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMIN</u>					
01-400-6000 SALARIES & WAGES	21,286.26	252,761.19	358,166.00	105,404.81	70.6
01-400-6030 FICA TAXES	308.68	4,598.36	5,110.00	511.64	90.0
01-400-6040 WORKER'S COMP.	.00	710.11	1,628.00	917.89	43.6
01-400-6050 ESC TAXES	67.85	4,083.57	3,524.00	(559.57)	115.9
01-400-6060 HEALTH & LIFE INSURANCE	.00	31,546.47	55,185.00	23,638.53	57.2
01-400-6070 PERS RETIREMENT	5,148.38	45,552.77	74,689.00	29,136.23	61.0
01-400-6205 ADVERTISING	.00	92.80	2,500.00	2,407.20	3.7
01-400-6220 BANK SERVICES CHARGES	1,582.72	9,901.11	7,500.00	(2,401.11)	132.0
01-400-6240 COMMUNITY SUPPORT-DONATIONS	.00	220.85	1,500.00	1,279.15	14.7
01-400-6280 DUES & SUBSCRIPTIONS	.00	4,606.19	7,900.00	3,293.81	58.3
01-400-6410 INSURANCE - LIABILITY	.00	15,020.47	25,850.00	10,829.53	58.1
01-400-6440 INSURANCE - PROPERTY	.00	892.25	700.00	(192.25)	127.5
01-400-6540 LICENSES & PERMITS	(20.00)	9,003.00	200.00	(8,803.00)	4501.5
01-400-6565 OUTSIDE CONTRACTORS	16,450.00	96,152.56	265,317.00	169,164.44	36.2
01-400-6570 PHYSICAL EXAMS & BACKGROUND CK	.00	1,066.00	.00	(1,066.00)	.0
01-400-6580 POSTAGE	.00	3,870.03	3,700.00	(170.03)	104.6
01-400-6600 PROF. FEES - AUDIT	.00	48,623.71	.00	(48,623.71)	.0
01-400-6610 PROF. FEES - ACCOUNTING	.00	6,547.11	26,460.00	19,912.89	24.7
01-400-6620 PROF. FEES - APPRAISAL	.00	15,000.00	25,273.00	10,273.00	59.4
01-400-6625 PROF. FEES - FINANCIAL SOFTWARE	1,998.00	37,065.00	23,562.00	(13,503.00)	157.3
01-400-6635 PROF. FEES - COMPUTER SUPPORT	507.50	507.50	1,000.00	492.50	50.8
01-400-6636 PROF FEES - WEB SITE SUPPORT	.00	664.25	3,087.00	2,422.75	21.5
01-400-6640 PROF. FEES-ENGINEERING	.00	.00	102,000.00	102,000.00	.0
01-400-6650 PROF. FEES - LEGAL	10,556.00	136,875.78	80,000.00	(56,875.78)	171.1
01-400-6670 REIMBURSEMENT	.00	3,459.50	.00	(3,459.50)	.0
01-400-6700 PUBLICATIONS & SUBSCRIPTIONS	.00	.00	600.00	600.00	.0
01-400-6735 EQUIPMENT AND FURNISHINGS	.00	1,220.75	6,000.00	4,779.25	20.4
01-400-6770 TRAVEL, TRAINING & DEV.	750.00	28,166.59	20,000.00	(8,166.59)	140.8
01-400-7351 EQUIPMENT MAINT. AGREEMENTS	.00	298.49	.00	(298.49)	.0
01-400-8150 SUPPLIES - CONSUMABLE	97.83	5,203.96	4,000.00	(1,203.96)	130.1
01-400-8550 SUPPLIES - OFFICE	.00	7,162.17	6,000.00	(1,162.17)	119.4
01-400-8750 SUPPLIES - PRINTING	.00	1,408.93	2,200.00	791.07	64.0
01-400-9000 UTILITIES - INTERNET	1,815.19	30,119.56	25,900.00	(4,219.56)	116.3
01-400-9070 UTILITIES - TELEPHONE	949.83	7,726.47	7,000.00	(726.47)	110.4
01-400-9100 MISCELLANEOUS EXPENSES	47.00	51.99	500.00	448.01	10.4
01-400-9200 GRANT EXPENDITURES	.00	50,000.00	.00	(50,000.00)	.0
01-400-9520 CAPITAL OUTLAY - EQUIPMENT	.00	4,019.25	20,000.00	15,980.75	20.1
01-400-9530 CAPITAL OUTLAY-COMPUTER EQUIP	.00	2,846.00	5,000.00	2,154.00	56.9
TOTAL ADMIN	61,545.24	867,044.74	1,172,051.00	305,006.26	74.0

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COUNCIL</u>					
01-401-6000 SALARIES & WAGES	5,635.28	56,622.16	69,005.00	12,382.84	82.1
01-401-6030 FICA TAXES	81.71	642.44	987.00	344.56	65.1
01-401-6040 WORKER'S COMP.	.00	.00	314.00	314.00	.0
01-401-6050 ESC TAXES	.00	669.17	681.00	11.83	98.3
01-401-6060 HEALTH & LIFE INSURANCE	.00	7,081.21	11,886.00	4,804.79	59.6
01-401-6070 PERS RETIREMENT	1,239.75	7,752.92	15,027.00	7,274.08	51.6
01-401-6240 CITY COUNCIL-COMMUNITY SUPPORT	.00	133,666.51	137,512.00	3,845.49	97.2
01-401-6241 WEBSITE - CODE UPDATES	.00	11,132.55	12,300.00	1,167.45	90.5
01-401-6280 DUES & SUBSCRIPTIONS	.00	1,442.19	3,000.00	1,557.81	48.1
01-401-6325 FIREWORKS	.00	15,000.00	15,000.00	.00	100.0
01-401-6565 OUTSIDE CONTRACTORS	5,000.00	62,500.00	45,440.00	(17,060.00)	137.5
01-401-6580 POSTAGE	.00	.00	500.00	500.00	.0
01-401-6600 PROF. FEES - AUDIT	.00	.00	46,000.00	46,000.00	.0
01-401-6650 PROF. FEES - LEGAL	316.20	1,856.20	45,000.00	43,143.80	4.1
01-401-6770 TRAVEL, TRAINING & DEV.	1,092.87	4,245.79	13,500.00	9,254.21	31.5
01-401-6800 COUNCIL CHAMBER IMPROV	.00	.00	6,000.00	6,000.00	.0
01-401-8550 SUPPLIES - OFFICE	.00	1,088.28	1,250.00	161.72	87.1
01-401-9000 UTILITIES - INTERNET	.00	.00	5,600.00	5,600.00	.0
01-401-9070 UTILITIES - TELEPHONE	.00	.00	1,000.00	1,000.00	.0
01-401-9500 LOBBYIST FEES	10,500.00	105,250.00	132,300.00	27,050.00	79.6
01-401-9520 CAPITAL OUTLAY - EQUIPMENT	.00	2,546.30	.00	(2,546.30)	.0
TOTAL COUNCIL	23,865.81	411,495.72	562,302.00	150,806.28	73.2
<u>ELECTIONS</u>					
01-420-6000 SALARIES & WAGES	1,687.50	1,687.50	.00	(1,687.50)	.0
01-420-6100 VOLUNTEER SUPPORT	.00	.00	1,500.00	1,500.00	.0
01-420-8150 SUPPLIES - CONSUMABLE	.00	736.07	750.00	13.93	98.1
TOTAL ELECTIONS	1,687.50	2,423.57	2,250.00	(173.57)	107.7

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
01-510-6000 SALARIES & WAGES	59,853.90	714,540.10	940,942.00	226,401.90	75.9
01-510-6030 FICA TAXES	1,337.32	14,976.04	14,277.00	(699.04)	104.9
01-510-6040 WORKER'S COMP.	.00	12,998.60	38,921.00	25,922.40	33.4
01-510-6050 ESC TAXES	92.88	8,606.18	9,275.00	668.82	92.8
01-510-6060 HEALTH & LIFE INSURANCE	.00	80,168.17	116,313.00	36,144.83	68.9
01-510-6070 PERS RETIREMENT	9,220.37	91,139.06	165,007.00	73,867.94	55.2
01-510-6091 UNIFORM ALLOWANCE	.00	2,000.00	3,000.00	1,000.00	66.7
01-510-6280 DUES & SUBSCRIPTIONS	.00	419.80	750.00	330.20	56.0
01-510-6410 INSURANCE - LIABILITY	.00	18,810.47	36,122.00	17,311.53	52.1
01-510-6420 INSURANCE - AUTO	.00	1,789.45	9,600.00	7,810.55	18.6
01-510-6490 POLICE-INSURANCE CLAIMS-DEDUCT	.00	(100.00)	.00	100.00	.0
01-510-6540 LICENSES & PERMITS	.00	.00	100.00	100.00	.0
01-510-6565 OUTSIDE CONTRACTORS	7,660.21	74,387.21	113,625.00	39,237.79	65.5
01-510-6570 PHYSICAL EXAMS	.00	763.00	1,000.00	237.00	76.3
01-510-6580 POSTAGE	.00	.00	200.00	200.00	.0
01-510-6635 PROF. FEES - COMPUTER SUPPORT	732.50	732.50	500.00	(232.50)	146.5
01-510-6700 PUBLICATIONS & SUBSCRIPTIONS	.00	(71.62)	400.00	471.62	(17.9)
01-510-6735 EQUIPMENT PURCHASE	.00	3,386.00	5,000.00	1,614.00	67.7
01-510-6740 SMALL TOOLS	1,800.00	2,850.00	5,000.00	2,150.00	57.0
01-510-6770 TRAVEL, TRAINING & DEV.	.00	2,554.00	6,000.00	3,446.00	42.6
01-510-7100 BUILDING MAINT.	.00	.00	2,500.00	2,500.00	.0
01-510-7350 REPAIRS - EQUIPMENT	.00	2,014.97	3,000.00	985.03	67.2
01-510-7400 REPAIRS - VEHICLES	135.94	16,437.27	5,000.00	(11,437.27)	328.8
01-510-7750 GAS & OIL - VEHICLES	1,165.09	18,393.18	17,000.00	(1,393.18)	108.2
01-510-8020 SUPPLIES - AMMUNITION	.00	(129.40)	.00	129.40	.0
01-510-8150 SUPPLIES - CONSUMABLE	.00	7,063.22	14,000.00	6,936.78	50.5
01-510-8550 SUPPLIES - OFFICE	.00	1,949.77	.00	(1,949.77)	.0
01-510-8950 SUPPLIES - UNIFORMS	.00	2,513.00	4,000.00	1,487.00	62.8
01-510-9000 UTILITIES - INTERNET	1,159.12	26,240.29	28,143.00	1,902.71	93.2
01-510-9070 UTILITIES - TELEPHONE	419.04	11,196.61	14,000.00	2,803.39	80.0
01-510-9200 GRANT EXPENDITURES	.00	38,348.07	37,791.00	(557.07)	101.5
01-510-9520 CAPITAL OUTLAY - EQUIPMENT	.00	2,546.30	.00	(2,546.30)	.0
 TOTAL PUBLIC SAFETY	 83,576.37	 1,156,522.24	 1,591,466.00	 434,943.76	 72.7

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE</u>					
01-520-6000 SALARIES & WAGES	11,807.35	108,879.87	100,158.00	(8,721.87)	108.7
01-520-6030 FICA TAXES	166.89	1,926.69	1,433.00	(493.69)	134.5
01-520-6040 WORKERS COMP	.00	3,368.56	5,906.00	2,537.44	57.0
01-520-6050 ESC TAXES	49.25	1,383.70	988.00	(395.70)	140.1
01-520-6060 HEALTH & LIFE INSURANCE	.00	17,663.25	16,980.00	(683.25)	104.0
01-520-6070 PERS RETIREMENT	2,191.23	19,652.86	21,820.00	2,167.14	90.1
01-520-6091 UNIFORM ALLOWANCE	.00	400.00	500.00	100.00	80.0
01-520-6100 VOLUNTEER SUPPORT	.00	2,073.69	6,000.00	3,926.31	34.6
01-520-6280 DUES & SUBSCRIPTIONS	.00	.00	600.00	600.00	.0
01-520-6410 INSURANCE - LIABILITY	.00	2,414.65	3,500.00	1,085.35	69.0
01-520-6420 INSURANCE - AUTO	.00	2,313.35	3,000.00	686.65	77.1
01-520-6540 LICENSES & PERMITS	.00	.00	300.00	300.00	.0
01-520-6565 OUTSIDE CONTRACTORS	990.00	990.00	.00	(990.00)	.0
01-520-6570 PHYSICAL EXAMS	.00	.00	250.00	250.00	.0
01-520-6580 POSTAGE	.00	.00	400.00	400.00	.0
01-520-6735 EQUIPMENT PURCHASE	2,090.50	9,709.79	5,000.00	(4,709.79)	194.2
01-520-6750 TESTING	.00	.00	2,500.00	2,500.00	.0
01-520-6770 TRAVEL, TRAINING & DEV.	.00	1,509.15	6,000.00	4,490.85	25.2
01-520-7350 REPAIRS - EQUIPMENT	.00	2,709.81	3,000.00	290.19	90.3
01-520-7400 REPAIRS - VEHICLES	.00	96.20	3,000.00	2,903.80	3.2
01-520-7750 GAS & OIL - VEHICLES	.00	407.48	1,500.00	1,092.52	27.2
01-520-8550 SUPPLIES - OFFICE	.00	.00	1,000.00	1,000.00	.0
01-520-8950 SUPPLIES - UNIFORMS	.00	664.25	5,000.00	4,335.75	13.3
01-520-8970 SUPPLIES - SAFETY	.00	1,733.17	1,000.00	(733.17)	173.3
01-520-9000 UTILITIES - INTERNET	193.19	2,555.52	3,920.00	1,364.48	65.2
01-520-9070 UTILITIES - TELEPHONE	.00	2,073.01	4,500.00	2,426.99	46.1
01-520-9520 CAPITAL OUTLAY - EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
TOTAL FIRE	17,488.41	182,525.00	203,255.00	20,730.00	89.8

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMS</u>					
01-530-6000 SALARIES & WAGES	13,767.34	119,950.39	252,401.00	132,450.61	47.5
01-530-6030 FICA TAXES	316.79	2,786.38	7,768.00	4,981.62	35.9
01-530-6040 WORKER'S COMP.	.00	3,368.56	20,410.00	17,041.44	16.5
01-530-6050 ESC TAXES	68.84	1,340.69	2,497.00	1,156.31	53.7
01-530-6060 HEALTH & LIFE INSURANCE	.00	17,350.43	33,960.00	16,609.57	51.1
01-530-6070 PERS RETIREMENT	2,191.14	19,252.23	40,375.00	21,122.77	47.7
01-530-6091 UNIFORM ALLOWANCE	.00	400.00	500.00	100.00	80.0
01-530-6100 EMS VOLUNTEER SUPPORT	260.00	3,377.77	4,000.00	622.23	84.4
01-530-6410 INSURANCE - LIABILITY	.00	10,982.95	11,000.00	17.05	99.9
01-530-6420 INSURANCE - AUTO	.00	2,519.26	4,400.00	1,880.74	57.3
01-530-6490 EMS-INSURANCE CLAIMS-DEDUCTIBL	.00	.00	10,720.00	10,720.00	.0
01-530-6540 LICENSES & PERMITS	.00	880.00	200.00	(680.00)	440.0
01-530-6565 OUTSIDE CONTRACTORS	717.86	1,546.54	5,000.00	3,453.46	30.9
01-530-6570 PHYSICAL EXAMS	.00	132.00	400.00	268.00	33.0
01-530-6635 PROF. FEES - COMPUTER SUPPORT	507.50	507.50	.00	(507.50)	.0
01-530-6735 EQUIPMENT PURCHASE	.00	1,002.41	2,500.00	1,497.59	40.1
01-530-6750 TESTING	.00	75.00	300.00	225.00	25.0
01-530-6761 TRAINING - EMS SUPVSG MD	1,000.00	10,429.24	12,000.00	1,570.76	86.9
01-530-6770 TRAVEL, TRAINING & DEV.	.00	1,264.06	5,000.00	3,735.94	25.3
01-530-7350 REPAIRS - EQUIPMENT	.00	.00	3,000.00	3,000.00	.0
01-530-7400 REPAIRS - VEHICLES	1,770.42	3,968.17	2,000.00	(1,968.17)	198.4
01-530-7750 GAS & OIL - VEHICLES	50.44	1,018.78	3,500.00	2,481.22	29.1
01-530-8150 SUPPLIES - CONSUMABLE	2,286.88	21,425.30	12,000.00	(9,425.30)	178.5
01-530-8550 SUPPLIES - OFFICE	.00	354.80	2,000.00	1,645.20	17.7
01-530-8650 SUPPLIES AND DRUGS BILLABLE	.00	7.35	4,500.00	4,492.65	.2
01-530-8950 SUPPLIES - UNIFORMS	.00	266.97	2,500.00	2,233.03	10.7
01-530-8970 SUPPLIES - SAFETY	.00	494.03	1,000.00	505.97	49.4
01-530-9000 UTILITIES - INTERNET	424.63	11,463.60	11,000.00	(463.60)	104.2
01-530-9070 UTILITIES - TELEPHONE	.00	1,375.78	2,000.00	624.22	68.8
TOTAL EMS	23,361.84	237,540.19	456,931.00	219,390.81	52.0

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
01-600-6000 SALARIES & WAGES	25,891.68	268,314.74	335,172.00	66,857.26	80.1
01-600-6030 FICA TAXES	375.45	4,416.60	6,178.00	1,761.40	71.5
01-600-6040 WORKER'S COMP.	.00	6,884.16	23,503.00	16,618.84	29.3
01-600-6050 ESC TAXES	79.58	3,276.42	3,306.00	29.58	99.1
01-600-6060 HEALTH & LIFE INSURANCE	.00	50,238.60	55,185.00	4,946.40	91.0
01-600-6070 PERS RETIREMENT	5,629.94	50,446.36	68,075.00	17,628.64	74.1
01-600-6410 INSURANCE - LIABILITY	.00	8,244.13	14,000.00	5,755.87	58.9
01-600-6420 INSURANCE - AUTO	.00	1,441.44	4,750.00	3,308.56	30.4
01-600-6430 INSURANCE EQUIPMENT	.00	.00	4,500.00	4,500.00	.0
01-600-6440 INSURANCE - PROPERTY	.00	315.03	600.00	284.97	52.5
01-600-6540 LICENSES & FEES	.00	.00	250.00	250.00	.0
01-600-6565 OUTSIDE CONTRACTORS	.00	150.00	5,000.00	4,850.00	3.0
01-600-6570 PHYSICAL EXAMS	.00	.00	800.00	800.00	.0
01-600-6635 PROF. FEES - COMPUTER SUPPORT	507.50	507.50	2,400.00	1,892.50	21.2
01-600-6740 SMALL TOOLS AND EQUIPMENT	.00	1,064.04	4,000.00	2,935.96	26.6
01-600-6770 TRAVEL, TRAINING & DEV.	.00	306.88	2,000.00	1,693.12	15.3
01-600-7100 REPAIRS	.00	.00	5,000.00	5,000.00	.0
01-600-7210 REPAIRS - ROADS	.00	3,415.00	3,000.00	(415.00)	113.8
01-600-7350 REPAIR & MAINTENANCE	2,120.56	37,233.56	50,000.00	12,766.44	74.5
01-600-7750 GAS & OIL - VEHICLES	4,572.54	11,771.84	26,000.00	14,228.16	45.3
01-600-8150 SUPPLIES - CONSUMABLE	.00	102.96	1,500.00	1,397.04	6.9
01-600-8550 SUPPLIES - OFFICE	.00	373.43	1,500.00	1,126.57	24.9
01-600-8950 SUPPLIES - UNIFORMS	.00	.00	1,200.00	1,200.00	.0
01-600-8970 SUPPLIES - SAFETY	260.00	1,076.78	3,000.00	1,923.22	35.9
01-600-8995 SUPPLIES & MATERIALS	54.40	3,736.17	8,000.00	4,263.83	46.7
01-600-9000 UTILITIES - INTERNET	617.81	12,467.43	13,300.00	832.57	93.7
01-600-9010 UTILITIES - ELECTRICITY	.00	10,247.78	14,000.00	3,752.22	73.2
01-600-9070 UTILITIES - TELEPHONE	57.49	905.95	1,750.00	844.05	51.8
01-600-9520 CAPITAL OUTLAY - EQUIPMENT	.00	4,019.25	13,000.00	8,980.75	30.9
01-600-9900 INTERDEPARTMENT SUPPORT	(3,400.00)	(34,000.00)	(40,800.00)	(6,800.00)	(83.3)
TOTAL PUBLIC WORKS	36,766.95	446,956.05	630,169.00	183,212.95	70.9

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROPERTY & FACILITIES</u>					
01-700-6210 B.T.I. CONDO FEES	1,812.53	14,796.81	21,756.00	6,959.19	68.0
01-700-6410 INSURANCE - LIABILITY	.00	1,666.91	4,400.00	2,733.09	37.9
01-700-6440 INSURANCE - PROPERTY	.00	17,402.39	32,000.00	14,597.61	54.4
01-700-6565 PROP & FAC-CONTRACTED SERVICES	5,422.50	32,178.58	21,000.00	(11,178.58)	153.2
01-700-7100 REPAIRS - BUILDINGS	240.00	5,327.77	5,500.00	172.23	96.9
01-700-7350 REPAIRS - EQUIPMENT	.00	559.86	1,500.00	940.14	37.3
01-700-8150 SUPPLIES - CONSUMABLE	.00	.00	3,075.00	3,075.00	.0
01-700-8550 JANITORIAL SUPPLIES	88.13	367.85	500.00	132.15	73.6
01-700-8970 SUPPLIES - SAFETY	.00	.00	1,500.00	1,500.00	.0
01-700-9010 UTILITIES - ELECTRICITY	.00	28,983.98	36,900.00	7,916.02	78.6
01-700-9040 UTILITIES - HEATING FUEL	1,328.22	12,628.01	22,000.00	9,371.99	57.4
01-700-9050 UTILITIES - SOLID WASTE	95.54	955.40	1,568.00	612.60	60.9
01-700-9095 UTILITIES - WATER/SEWER	.00	1,962.95	1,677.00	(285.95)	117.1
01-700-9520 CAPITAL OUTLAY - EQUIPMENT	9,100.00	9,100.00	57,573.00	48,473.00	15.8
TOTAL PROPERTY & FACILITIES	18,086.92	125,930.51	210,949.00	85,018.49	59.7
<u>PARKS AND RECREATION</u>					
01-800-6000 SALARIES AND WAGES	.00	3,893.78	11,999.00	8,105.22	32.5
01-800-6030 FICA TAXES	.00	297.88	918.00	620.12	32.5
01-800-6040 WORKER'S COMP	.00	.00	55.00	55.00	.0
01-800-6050 ESC TAX	.00	38.94	120.00	81.06	32.5
01-800-6565 OUTSIDE CONTRACTORS	.00	2,519.64	38,500.00	35,980.36	6.5
01-800-6740 SMALL TOOLS AND EQUIPMENT	.00	.00	10,000.00	10,000.00	.0
01-800-6770 TRAVEL, TRAINING & DEV.	.00	199.70	.00	(199.70)	.0
01-800-7350 REPAIRS EQUIPMENT	.00	.00	500.00	500.00	.0
01-800-8950 SUPPLIES AND MATERIALS	.00	1,797.71	10,000.00	8,202.29	18.0
01-800-9050 UTILITIES - SOLID WASTE	.00	4,524.12	7,366.00	2,841.88	61.4
01-800-9520 CAPITAL OUTLAY - EQUIPMENT	.00	.00	15,000.00	15,000.00	.0
TOTAL PARKS AND RECREATION	.00	13,271.77	94,458.00	81,186.23	14.1
<u>GF ADMN CAPITAL OUTLAY</u>					
01-910-9520 CAPITAL OUTLAY - EQUIPMENT	.00	.00	18,000.00	18,000.00	.0
TOTAL GF ADMN CAPITAL OUTLAY	.00	.00	18,000.00	18,000.00	.0
<u>TRANSFERS TO OTHER FUNDS</u>					
01-990-9990 TRANSFER OUT	.00	356,500.00	356,500.00	.00	100.0
01-990-9991 TRANSFER TO F 14 EQUIP REP PW	.00	4,778.19	4,778.19	.00	100.0
01-990-9993 TRANSFER OUT TO F50 W/S	.00	23,341.00	23,341.00	.00	100.0
01-990-9998 TRANSFER OUT TO F73 GF MRRF	.00	173,000.00	173,000.00	.00	100.0
TOTAL TRANSFERS TO OTHER FUNDS	.00	557,619.19	557,619.19	.00	100.0

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	266,379.04	4,001,328.98	5,499,450.19	1,498,121.21	72.8
NET REVENUE OVER EXPENDITURES	231,021.20	161,575.29	(891,076.19)	(1,052,651.48)	18.1

CITY OF WHITTIER
BALANCE SHEET
OCTOBER 31, 2025

Item # 15.

CRUISE SHIP TAX

ASSETS

20-000-0100	CASH - COMBINED FUND	1,685,058.86	
	TOTAL ASSETS		1,685,058.86

LIABILITIES AND EQUITY

FUND EQUITY

20-000-3000	UNDESIGNATED-FUND BALANCE	1,430,617.81	
	REVENUE OVER EXPENDITURES - YTD	254,441.05	
	BALANCE - CURRENT DATE	1,685,058.86	
	TOTAL FUND EQUITY		1,685,058.86
	TOTAL LIABILITIES AND EQUITY		1,685,058.86

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

CRUISE SHIP TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES - REVENUE</u>					
20-310-4008 CRUISE SHIP TAX	.00	1,156,735.00	1,625,000.00	468,265.00	71.2
TOTAL TAXES - REVENUE	.00	1,156,735.00	1,625,000.00	468,265.00	71.2
<u>INVESTMENT EARNINGS</u>					
20-360-4900 EARNINGS ON INVESTMENT	.00	.00	4,000.00	4,000.00	.0
20-360-4902 INVESTMENT INTEREST	295.70	3,966.44	.00	(3,966.44)	.0
TOTAL INVESTMENT EARNINGS	295.70	3,966.44	4,000.00	33.56	99.2
TOTAL FUND REVENUE	295.70	1,160,701.44	1,629,000.00	468,298.56	71.3

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

CRUISE SHIP TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
20-400-6240 MUSEUM SUPPORT - DONATIONS	.00	20,000.00	20,000.00	.00	100.0
20-400-6565 CONTRACTED SERVICES	.00	82,578.53	374,361.18	291,782.65	22.1
20-400-6650 PROF. FEES - LEGAL	.00	1,705.57	.00	(1,705.57)	.0
20-400-9070 UTILITIES - TELEPHONE	.00	397.94	.00	(397.94)	.0
20-400-9520 CAPITAL EQUIPMENT	.00	18,144.35	.00	(18,144.35)	.0
TOTAL EXPENDITURES	.00	122,826.39	394,361.18	271,534.79	31.2
<u>TRANSFERS OUT</u>					
20-990-9200 PROJECTS	.00	.00	25,000.00	25,000.00	.0
20-990-9990 TRANSFER TO GENERAL FUND	.00	691,434.00	691,434.00	.00	100.0
20-990-9992 TRANSFER TO HARBOR FUND #51	.00	17,500.00	17,500.00	.00	100.0
20-990-9994 TRANSFER TO OTHER FUNDS	.00	74,500.00	74,500.00	.00	100.0
TOTAL TRANSFERS OUT	.00	783,434.00	808,434.00	25,000.00	96.9
TOTAL FUND EXPENDITURES	.00	906,260.39	1,202,795.18	296,534.79	75.4
NET REVENUE OVER EXPENDITURES	295.70	254,441.05	426,204.82	171,763.77	59.7

CITY OF WHITTIER
BALANCE SHEET
OCTOBER 31, 2025

Item # 15.

WATER AND WASTEWATER

ASSETS

50-000-0100	CASH - COMBINED FUND	690,741.07	
50-000-1200	ACCT REC - WATER WASTEWATER	103,310.81	
50-000-1299	ALLOWANCE FOR DOUBTFUL ACCOUNT	4,401.12	
50-000-1800	SYSTEMS	12,666,103.20	
50-000-1810	BUILDINGS & FACILITIES	1,579,746.74	
50-000-1820	MACHINERY & EQUIPMENT	126,987.56	
50-000-1830	CONSTRUCTION IN PROGRESS	2,193,806.55	
50-000-1890	ACCUMULATED DEPRECIATION	(9,276,521.24)	
	TOTAL ASSETS		8,088,575.81

LIABILITIES AND EQUITY

LIABILITIES

50-000-2000	ACCOUNTS PAYABLE	872.81	
50-000-2050	FEDERAL PAYROLL TAXES PAYABLE	1,381.60	
50-000-2060	ESC TAXES PAYABLE	612.11	
50-000-2075	HEALTH & LIFE INSURANCE PAYABL	(189.02)	
50-000-2080	PERS PAYABLE	17,140.69	
50-000-2095	ACCRUED LEAVE	21,596.47	
50-000-2320	UNEARNED REVENUE	143.15	
	TOTAL LIABILITIES		41,557.81

FUND EQUITY

50-000-3000	RETAINED EARNINGS	(2,026,412.33)	
50-000-3350	NET INVESTMENT CAPITAL ASSETS	10,356,075.48	
	REVENUE OVER EXPENDITURES - YTD	(282,645.15)	
	BALANCE - CURRENT DATE	8,047,018.00	
	TOTAL FUND EQUITY		8,047,018.00
	TOTAL LIABILITIES AND EQUITY		8,088,575.81

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

WATER AND WASTEWATER

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
50-340-4300	WATER SERVICE CHARGES	11,369.14	243,316.74	225,000.00	(18,316.74)	108.1
50-340-4350	WASTE WATER SERVICE CHARGES	6,768.36	92,218.12	90,000.00	(2,218.12)	102.5
	TOTAL CHARGES FOR SERVICES	18,137.50	335,534.86	315,000.00	(20,534.86)	106.5
	<u>MISCELLANEOUS</u>					
50-360-4006	STATE GRANT REVENUE	.00	10,000.00	.00	(10,000.00)	.0
50-360-4902	INVESTMENT INTEREST	2,797.64	29,567.69	45,000.00	15,432.31	65.7
50-360-4910	MISCELLANEOUS INCOME	270.78	924.16	500.00	(424.16)	184.8
	TOTAL MISCELLANEOUS	3,068.42	40,491.85	45,500.00	5,008.15	89.0
	<u>PROPERTY & SURPLUS SALES</u>					
50-390-4990	TRANSFERS IN	.00	23,341.00	23,341.00	.00	100.0
	TOTAL PROPERTY & SURPLUS SALES	.00	23,341.00	23,341.00	.00	100.0
	TOTAL FUND REVENUE	21,205.92	399,367.71	383,841.00	(15,526.71)	104.1

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

WATER AND WASTEWATER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER & WASTE WATER OPERATING</u>					
50-800-6000 SALARIES & WAGES	12,991.82	144,995.46	157,360.00	12,364.54	92.1
50-800-6030 FICA TAXES	188.37	2,136.57	2,807.00	670.43	76.1
50-800-6040 WORKER'S COMP.	.00	1,606.37	6,652.00	5,045.63	24.2
50-800-6050 ESC TAXES	27.60	1,627.54	1,549.00	(78.54)	105.1
50-800-6060 HEALTH & LIFE INSURANCE	.00	22,715.97	20,376.00	(2,339.97)	111.5
50-800-6070 PERS RETIREMENT	3,179.18	35,795.26	30,417.00	(5,378.26)	117.7
50-800-6091 UNIFORM ALLOWANCE	.00	.00	800.00	800.00	.0
50-800-6220 BANK SERVICE CHARGES	.00	.00	1,000.00	1,000.00	.0
50-800-6265 DEBT INTEREST EXPENSE	.00	.00	20,193.00	20,193.00	.0
50-800-6270 DEPRECIATION	351,911.16	351,911.16	470,087.00	118,175.84	74.9
50-800-6280 DUES & SUBSCRIPTIONS	.00	200.00	500.00	300.00	40.0
50-800-6410 INSURANCE - LIABILITY	.00	4,233.81	7,300.00	3,066.19	58.0
50-800-6440 INSURANCE - PROPERTY	.00	3,506.67	5,500.00	1,993.33	63.8
50-800-6540 LICENSES & PERMITS	.00	805.00	1,200.00	395.00	67.1
50-800-6565 OUTSIDE CONTRACTORS	.00	.00	36,969.00	36,969.00	.0
50-800-6570 PHYSICAL EXAMS	.00	.00	500.00	500.00	.0
50-800-6580 POSTAGE	.00	.00	1,300.00	1,300.00	.0
50-800-6635 PROF. FEES - COMPUTER SUPPORT	507.50	507.50	1,200.00	692.50	42.3
50-800-6740 SMALL TOOLS	.00	.00	2,000.00	2,000.00	.0
50-800-6750 TESTING WATER/SEWER	.00	9,750.00	15,000.00	5,250.00	65.0
50-800-6770 TRAVEL, TRAINING & DEV.	728.60	859.60	5,000.00	4,140.40	17.2
50-800-7100 REPAIRS - BUILDING	.00	1,310.39	10,000.00	8,689.61	13.1
50-800-7350 REPAIRS - EQUIPMENT	.00	12,865.02	5,000.00	(7,865.02)	257.3
50-800-7650 REPAIRS - SYSTEM	.00	2,001.75	5,000.00	2,998.25	40.0
50-800-7750 GAS & OIL - VEHICLES	263.12	4,293.08	4,700.00	406.92	91.3
50-800-8550 SUPPLIES - OFFICE	.00	.00	500.00	500.00	.0
50-800-8950 UNIFORMS	.00	.00	500.00	500.00	.0
50-800-8970 SUPPLIES - SAFETY	.00	658.71	1,500.00	841.29	43.9
50-800-8995 SUPPLIES & MATERIALS	.00	92.73	4,000.00	3,907.27	2.3
50-800-9000 UTILITIES -INTERNET	617.81	13,052.97	12,600.00	(452.97)	103.6
50-800-9010 UTILITIES - ELECTRICITY	.00	28,251.40	31,000.00	2,748.60	91.1
50-800-9040 UTILITIES - HEATING FUEL	152.27	1,153.78	3,000.00	1,846.22	38.5
50-800-9070 UTILITIES - TELEPHONE	.00	1,632.12	1,000.00	(632.12)	163.2
50-800-9575 BOND PRINCIPAL	.00	.00	32,222.00	32,222.00	.0
50-800-9900 TRANSFER OUT TO GF	.00	36,050.00	36,050.00	.00	100.0
TOTAL WATER & WASTE WATER OPERATIN	370,567.43	682,012.86	934,782.00	252,769.14	73.0
TOTAL FUND EXPENDITURES	370,567.43	682,012.86	934,782.00	252,769.14	73.0
NET REVENUE OVER EXPENDITURES	(349,361.51)	(282,645.15)	(550,941.00)	(268,295.85)	(51.3)

CITY OF WHITTIER
BALANCE SHEET
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SMALL BOAT HARBOR

ASSETS

51-000-0100	CASH - COMBINED FUND	858,103.41	
51-000-0110	2017 HARBOR BOND RESERVE	159,025.00	
51-000-0120	2025 HARBOR BOND RESERVE	315,563.82	
51-000-1090	PETTY CASH	350.00	
51-000-1200	ACCOUNTS RECEIVABLE - CASELLE	660.00	
51-000-1201	ACCTS REC FROM HARBOR	(92,707.29)	
51-000-1203	ACCOUNTS REC- GRANTS RECEIVABL	38,819.16	
51-000-1230	ACCOUNTS RECEIVABLE - LEASES	(23,915.36)	
51-000-1240	GASB 87 LEASE RECEIVABLE	2,740,646.26	
51-000-1299	ALLOWANCE FOR DOUBTFUL ACCOUNT	(5,551.25)	
51-000-1399	CASH CLEARING	1,314.55	
51-000-1720	PREPAID INSURANCE	39,193.96	
51-000-1810	BUILDINGS & FACILITIES	24,469,919.16	
51-000-1820	MACHINERY & EQUIPMENT	221,794.71	
51-000-1824	EQUIPMENT - COMPUTER	154,150.47	
51-000-1830	CONSTRUCTION IN PROGRESS	597,717.75	
51-000-1850	CAP ASSETS - ROU	1,106,504.85	
51-000-1890	ACCUMULATED DEPRECIATION	(14,933,688.21)	
51-000-1895	ACCUM AMORTIZATION - ROU	(71,278.82)	
TOTAL ASSETS			15,576,622.17

LIABILITIES AND EQUITY

LIABILITIES

51-000-2000	ACCOUNTS PAYABLE	5,239.13	
51-000-2050	FEDERAL PAYROLL TAXES PAYABLE	4,408.23	
51-000-2060	ESC TAXES PAYABLE	2,795.20	
51-000-2075	HEALTH & LIFE INSURANCE PAYABL	(1,134.13)	
51-000-2080	PERS PAYABLE	42,897.84	
51-000-2090	AFLAC/GUARDIAN INSURANCE LIAB	(495.89)	
51-000-2095	ACCRUED LEAVE	49,169.92	
51-000-2178	ACCRUED INTEREST PAYABLE	12,379.17	
51-000-2180	CURRENT PORT.2017 BOND PREMIUM	8,843.00	
51-000-2182	CURRENT PORT. 2017 HARBOR BOND	85,000.00	
51-000-2186	NET PREMIUM-2017 BOND ISSUANCE	97,273.45	
51-000-2188	L/T PORTION. 2017 HARBOR BOND	1,415,000.00	
51-000-2190	L/T LEASE LIABILITIES	1,072,216.48	
51-000-2320	UNEARNED REVENUE - MOORAGE	221,553.09	
51-000-2700	DEFERRED INFLOW OF RESOURCES	2,600,310.74	
TOTAL LIABILITIES			5,615,456.23

FUND EQUITY

51-000-3000	RETAINED EARNINGS	(6,337,088.21)	
51-000-3350	NET INVESTMENT CAPITAL ASSETS	16,959,874.49	
REVENUE OVER EXPENDITURES - YTD		(661,620.34)	
BALANCE - CURRENT DATE			9,961,165.94

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SMALL BOAT HARBOR

TOTAL FUND EQUITY	9,961,165.94
TOTAL LIABILITIES AND EQUITY	15,576,622.17

CITY OF WHITTIER
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SMALL BOAT HARBOR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
51-340-4251 USER FEES & PERMITS	.00	.00	3,000.00	3,000.00	.0
51-340-4399 MOORAGE - TRANSIENT WINTER	.00	.00	32,000.00	32,000.00	.0
51-340-4401 MOORAGE - PREFERENTIAL	.00	528,174.62	530,000.00	1,825.38	99.7
51-340-4402 MOORAGE - TRANSIENT	.00	384,826.02	525,000.00	140,173.98	73.3
51-340-4403 BOAT LIFT FEES	.00	2,988.11	.00	(2,988.11)	.0
51-340-4404 UTILITY FEES	.00	43,905.26	60,000.00	16,094.74	73.2
51-340-4406 WHARFAGE FEES	.00	45,203.08	5,000.00	(40,203.08)	904.1
51-340-4407 VESSEL TOW FEES	.00	.00	1,000.00	1,000.00	.0
51-340-4409 WAITING LIST FEES	.00	16,900.00	20,000.00	3,100.00	84.5
51-340-4410 PUMP OUT FEES	.00	1,575.00	1,000.00	(575.00)	157.5
51-340-4411 LAUNCH FEES	.00	76,595.00	121,000.00	44,405.00	63.3
51-340-4412 SHOWERS	.00	1,335.00	3,500.00	2,165.00	38.1
51-340-4413 GRID	.00	1,393.31	3,000.00	1,606.69	46.4
51-340-4414 VESSEL MAINTENANCE	.00	350.00	1,000.00	650.00	35.0
51-340-4415 DRY STORAGE FEES	.00	2,821.70	5,000.00	2,178.30	56.4
51-340-4416 PARKING - ANNUAL	.00	31,250.00	48,000.00	16,750.00	65.1
51-340-4426 PARKING DAILY	.00	119,871.81	120,000.00	128.19	99.9
51-340-4427 KAYAK LAUNCH FEES	.00	.00	2,000.00	2,000.00	.0
51-340-4428 ENVIRONMENTAL FEE	.00	68.00	2,100.00	2,032.00	3.2
51-340-4445 MISC. SERVICES	.00	8,242.37	5,000.00	(3,242.37)	164.9
TOTAL CHARGES FOR SERVICES	.00	1,265,499.28	1,487,600.00	222,100.72	85.1
<u>LEASES INCOME</u>					
51-345-4512 LEASE - ARRC NET OF RR SHARE	9,313.43	92,727.86	59,787.00	(32,940.86)	155.1
51-345-4513 LEASE CREDITS (CONTRA)	.00	(59,664.63)	(53,551.00)	6,113.63	(111.4)
51-345-4515 LEASE - GARBAGE REVENUE	.00	13,680.00	7,500.00	(6,180.00)	182.4
TOTAL LEASES INCOME	9,313.43	46,743.23	13,736.00	(33,007.23)	340.3
<u>OTHER REVENUE</u>					
51-360-4000 MISC. GRANT REVENUE	38,819.16	38,819.16	53,500.00	14,680.84	72.6
51-360-4416 STORAGE IN LIEU OF LEASE	.00	.00	2,500.00	2,500.00	.0
51-360-4417 FUEL FLOAT INCOME	.00	18,649.40	38,000.00	19,350.60	49.1
51-360-4430 CAMPING	.00	4,222.00	25,000.00	20,778.00	16.9
51-360-4900 INTEREST & LATE FEES ON A/R	.00	2,176.84	82,091.00	79,914.16	2.7
51-360-4902 INVESTMENT INTEREST	3,691.49	40,707.45	45,000.00	4,292.55	90.5
51-360-4910 MISCELLANEOUS INCOME	.00	.00	1,500.00	1,500.00	.0
51-360-4957 AMORTIZATION OF BOND PREMIUM	.00	.00	8,843.00	8,843.00	.0
TOTAL OTHER REVENUE	42,510.65	104,574.85	256,434.00	151,859.15	40.8

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SMALL BOAT HARBOR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TRANSFERS IN AND OTHER</u>					
51-390-4991 TRANSFER FROM CPV FUND	.00	17,500.00	17,500.00	.00	100.0
51-390-4993 TRANSFER FROM F73 MRRF	.00	611,583.00	611,583.00	.00	100.0
TOTAL TRANSFERS IN AND OTHER	.00	629,083.00	629,083.00	.00	100.0
TOTAL FUND REVENUE	51,824.08	2,045,900.36	2,386,853.00	340,952.64	85.7

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
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SMALL BOAT HARBOR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HARBOR OPERATIONS EXP</u>					
51-800-6000 SALARIES & WAGES	45,433.50	490,547.20	647,897.00	157,349.80	75.7
51-800-6030 FICA TAXES	757.88	10,245.35	11,549.00	1,303.65	88.7
51-800-6040 WORKER'S COMP.	.00	9,580.37	2,983.00	(6,597.37)	321.2
51-800-6050 ESC TAXES	194.88	6,285.09	6,459.00	173.91	97.3
51-800-6060 HEALTH & LIFE INSURANCE	.00	82,108.97	137,114.00	55,005.03	59.9
51-800-6070 PERS RETIREMENT	9,849.42	100,410.80	132,650.00	32,239.20	75.7
51-800-6220 BANK SERVICE CHARGES	5,433.26	79,054.69	40,000.00	(39,054.69)	197.6
51-800-6265 BOND INTEREST EXPENSE	145,026.32	218,176.32	294,587.00	76,410.68	74.1
51-800-6270 DEPRECIATION	898,517.67	898,517.67	920,000.00	21,482.33	97.7
51-800-6275 AMORTIZATION EXPENSE	.00	.00	23,760.00	23,760.00	.0
51-800-6280 DUES & SUBSCRIPTIONS	.00	365.00	250.00	(115.00)	146.0
51-800-6410 INSURANCE - LIABILITY	.00	31,981.46	57,000.00	25,018.54	56.1
51-800-6420 INSURANCE - AUTO	.00	390.03	1,500.00	1,109.97	26.0
51-800-6430 INSURANCE EQUIPMENT	.00	.00	815.00	815.00	.0
51-800-6440 INSURANCE - PROPERTY	.00	34,732.56	65,000.00	30,267.44	53.4
51-800-6565 OUTSIDE CONTRACTORS	48,715.66	103,669.71	190,000.00	86,330.29	54.6
51-800-6570 PHYSICAL EXAMS	.00	.00	150.00	150.00	.0
51-800-6580 POSTAGE	400.00	1,484.02	3,300.00	1,815.98	45.0
51-800-6635 PROF. FEES - COMPUTER SUPPORT	507.50	997.38	3,000.00	2,002.62	33.3
51-800-6650 PROF. FEES - LEGAL	.00	.00	2,000.00	2,000.00	.0
51-800-6700 PUBLICATIONS&SUBS.	.00	.00	200.00	200.00	.0
51-800-6730 EQUIPMENT RENTAL	.00	200.00	5,000.00	4,800.00	4.0
51-800-6740 SMALL TOOLS	.00	426.27	2,500.00	2,073.73	17.1
51-800-6770 TRAVEL, TRAINING & DEV.	.00	2,224.43	6,000.00	3,775.57	37.1
51-800-6780 WASTE DISPOSAL - EVOS	.00	.00	500.00	500.00	.0
51-800-7100 REPAIRS - BUILDINGS	.00	297.25	5,000.00	4,702.75	6.0
51-800-7350 REPAIRS - EQUIPMENT	.00	757.45	3,500.00	2,742.55	21.6
51-800-7400 REPAIRS - VEHICLES	.00	49.99	1,000.00	950.01	5.0
51-800-7500 PARKING LOT MAINTENANCE	.00	.00	500.00	500.00	.0
51-800-7610 REPAIRS - UTILITIES	.00	.00	5,000.00	5,000.00	.0
51-800-7750 GAS & OIL - VEHICLES	107.47	2,758.96	5,000.00	2,241.04	55.2
51-800-7800 REPAIRS - FACILITIES	.00	.00	3,000.00	3,000.00	.0
51-800-7820 REPAIRS - DOCKS	.00	292.50	10,000.00	9,707.50	2.9
51-800-8150 SUPPLIES - CONSUMABLE	164.10	14,934.75	19,000.00	4,065.25	78.6
51-800-8200 SUPPLIES - PARKING	.00	1,921.07	1,000.00	(921.07)	192.1
51-800-8400 SUPPLIES - FIRE SUPPRESSION	.00	998.85	1,000.00	1.15	99.9
51-800-8550 SUPPLIES - OFFICE	280.00	521.49	5,500.00	4,978.51	9.5
51-800-8750 SUPPLIES - PRINTING	.00	1,694.03	.00	(1,694.03)	.0
51-800-8950 SUPPLIES - UNIFORMS	.00	.00	2,500.00	2,500.00	.0
51-800-8970 SUPPLIES - SAFETY	.00	1,060.84	2,500.00	1,439.16	42.4
51-800-9000 UTILITIES - INTERNET	1,197.35	20,158.08	25,200.00	5,041.92	80.0
51-800-9010 UTILITIES - ELECTRICITY	.00	71,137.70	78,000.00	6,862.30	91.2
51-800-9040 UTILITIES - HEATING FUEL	489.28	3,549.71	4,000.00	450.29	88.7
51-800-9050 UTILITIES - SOLID WASTE	21,614.75	153,068.60	118,000.00	(35,068.60)	129.7
51-800-9070 UTILITIES - TELEPHONE	116.65	2,740.54	2,000.00	(740.54)	137.0
51-800-9095 UTILITIES - WATER/WASTEWATER	.00	16,032.67	23,000.00	6,967.33	69.7
51-800-9100 MISCELLANEOUS EXPENSES	.00	2,160.00	.00	(2,160.00)	.0
51-800-9510 SNOW REMOVAL	3,400.00	34,000.00	40,800.00	6,800.00	83.3
51-800-9520 CAPITAL OUTLAY - EQUIPMENT	.00	.00	53,500.00	53,500.00	.0
51-800-9530 CAPTIAL OUTLAY-OFFICE EQUIP	.00	2,945.90	.00	(2,945.90)	.0
TOTAL HARBOR OPERATIONS EXP	1,182,205.69	2,402,477.70	2,963,214.00	560,736.30	81.1

CITY OF WHITTIER
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SMALL BOAT HARBOR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY - FROM RESERVE</u>					
51-900-9575 BOND PRINCIPAL	60,000.00	140,000.00	191,996.00	51,996.00	72.9
TOTAL CAPITAL OUTLAY - FROM RESERVE	60,000.00	140,000.00	191,996.00	51,996.00	72.9
<u>TRANSFERS OUT</u>					
51-990-9990 TRANSFER OUT	.00	165,043.00	165,043.00	.00	100.0
TOTAL TRANSFERS OUT	.00	165,043.00	165,043.00	.00	100.0
TOTAL FUND EXPENDITURES	1,242,205.69	2,707,520.70	3,320,253.00	612,732.30	81.6
NET REVENUE OVER EXPENDITURES	(1,190,381.61)	(661,620.34)	(933,400.00)	(271,779.66)	(70.9)

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DELONG DOCK

ASSETS

53-000-0100	CASH - COMBINED FUND	1,443,313.85	
53-000-1201	ACCTS REC FROM DELONG DOCK	225,345.68	
53-000-1299	ALLOWANCE FOR DOUBTFUL ACCOUNT	(206,703.60)	
53-000-1810	BUILDINGS & FACILITIES	5,554,604.65	
53-000-1820	MACHINERY & EQUIPMENT	4,259.00	
53-000-1890	ACCUMULATED DEPRECIATION	(3,837,712.49)	
	TOTAL ASSETS		3,183,107.09

LIABILITIES AND EQUITY

LIABILITIES

53-000-2050	FEDERAL PAYROLL TAXES PAYABLE	15.13	
53-000-2060	ESC TAXES PAYABLE	322.11	
53-000-2075	HEALTH & LIFE INSURANCE PAYABL	(315.03)	
	TOTAL LIABILITIES		22.21

FUND EQUITY

53-000-3000	RETAINED EARNINGS	3,810,705.75	
	REVENUE OVER EXPENDITURES - YTD	(627,620.87)	
	BALANCE - CURRENT DATE	3,183,084.88	
	TOTAL FUND EQUITY		3,183,084.88
	TOTAL LIABILITIES AND EQUITY		3,183,107.09

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DELONG DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
53-341-4251 USER FEES & PERMITS	.00	.00	3,000.00	3,000.00	.0
53-341-4402 MOORAGE - TRANSIENT	.00	2,439.55	5,000.00	2,560.45	48.8
53-341-4404 UTILITY FEES	.00	4,127.65	12,000.00	7,872.35	34.4
53-341-4406 WHARFAGE FEES	.00	(5,693.12)	120,000.00	125,693.12	(4.7)
TOTAL CHARGES FOR SERVICES	.00	874.08	140,000.00	139,125.92	.6
<u>SOURCE 360</u>					
53-360-4901 INTEREST ON BANK ACCO	.00	.00	20,000.00	20,000.00	.0
53-360-4902 INVESTMENT INTEREST	3,729.17	37,003.19	.00	(37,003.19)	.0
TOTAL SOURCE 360	3,729.17	37,003.19	20,000.00	(17,003.19)	185.0
TOTAL FUND REVENUE	3,729.17	37,877.27	160,000.00	122,122.73	23.7

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DELONG DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 801</u>					
53-801-6000 SALARES & WAGES	.00	42,551.68	55,893.00	13,341.32	76.1
53-801-6030 FICA/MEDICARE	.00	823.05	925.00	101.95	89.0
53-801-6040 WORKER'S COMP.	.00	.00	258.00	258.00	.0
53-801-6050 ESC TAXES	.00	214.72	559.00	344.28	38.4
53-801-6060 HEALTH & LIFE INSURANCE	.00	7,642.92	11,462.00	3,819.08	66.7
53-801-6070 PERS RETIREMENT	.00	8,595.17	11,889.00	3,293.83	72.3
53-801-6270 DEPRECIATION	556,068.90	556,068.90	554,000.00	(2,068.90)	100.4
53-801-6410 INSURANCE - LIABILITY	.00	5,504.87	11,000.00	5,495.13	50.0
53-801-6440 INSURANCE - PROPERTY	.00	8,190.40	15,700.00	7,509.60	52.2
53-801-6565 OUTSIDE CONTRACTORS	.00	.00	10,000.00	10,000.00	.0
53-801-6730 EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
53-801-6740 SMALL TOOLS	.00	.00	1,000.00	1,000.00	.0
53-801-6780 WASTE DISPOSAL - EVOS	.00	10,913.15	8,000.00	(2,913.15)	136.4
53-801-7350 REPAIRS - EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
53-801-7750 GAS & OIL - VEHICLES	.00	.00	500.00	500.00	.0
53-801-7820 REPAIRS - DOCKS	.00	.00	15,000.00	15,000.00	.0
53-801-8150 SUPPLIES - CONSUMABLE	.00	.00	5,000.00	5,000.00	.0
53-801-8400 SUPPLIES - FIRE SUPPRESSION	.00	40.00	1,000.00	960.00	4.0
53-801-8950 SUPPLIES - UNIFORMS	.00	.00	500.00	500.00	.0
53-801-8970 SUPPLIES - SAFETY	.00	.00	2,000.00	2,000.00	.0
53-801-9010 UTILITIES - ELECTRICITY	.00	10,953.28	10,000.00	(953.28)	109.5
53-801-9050 UTILITIES - SOLID WASTE	.00	.00	2,000.00	2,000.00	.0
53-801-9095 UTILITIES - WATER/WASTEWATER	.00	.00	1,000.00	1,000.00	.0
53-801-9900 TRANSFER OUT TO GF	.00	14,000.00	14,000.00	.00	100.0
TOTAL DEPARTMENT 801	556,068.90	665,498.14	733,686.00	68,187.86	90.7
<u>CAPITAL OUTLAY</u>					
53-900-9540 CAP EXP EMERGENCY REPAIRS	.00	.00	10,000.00	10,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	10,000.00	10,000.00	.0
TOTAL FUND EXPENDITURES	556,068.90	665,498.14	743,686.00	78,187.86	89.5
NET REVENUE OVER EXPENDITURES	(552,339.73)	(627,620.87)	(583,686.00)	43,934.87	(107.5)

CITY OF WHITTIER
BALANCE SHEET
OCTOBER 31, 2025

Item # 15.

MOTOR POOL

ASSETS

60-000-0100	CASH - COMBINED FUND	114,151.00	
60-000-1820	MACHINERY & EQUIPMENT	303,500.00	
60-000-1823	EQUIPMENT - VEHICLES	60,000.00	
60-000-1890	ACCUMULATED DEPRECIATION	(144,023.83)	
TOTAL ASSETS			333,627.17

LIABILITIES AND EQUITY

FUND EQUITY

60-000-3000	RETAINED EARNINGS	356,800.93	
60-000-3003	RESERVE - HARBOR FUND	65,631.00	
REVENUE OVER EXPENDITURES - YTD		(88,804.76)	
BALANCE - CURRENT DATE		333,627.17	
TOTAL FUND EQUITY			333,627.17
TOTAL LIABILITIES AND EQUITY			333,627.17

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

MOTOR POOL

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MOTOR POOL OPERATING</u>					
60-800-6270	DEPRECIATION	28,804.76	28,804.76	28,805.00	.24	100.0
	TOTAL MOTOR POOL OPERATING	28,804.76	28,804.76	28,805.00	.24	100.0
	<u>CAPITAL OUTLAY</u>					
60-900-9520	CAPITAL OUTLAY - EQUIPMENT	.00	60,000.00	60,000.00	.00	100.0
	TOTAL CAPITAL OUTLAY	.00	60,000.00	60,000.00	.00	100.0
	TOTAL FUND EXPENDITURES	28,804.76	88,804.76	88,805.00	.24	100.0
	NET REVENUE OVER EXPENDITURES	(28,804.76)	(88,804.76)	(88,805.00)	(.24)	(100.0)

CITY OF WHITTIER
BALANCE SHEET
OCTOBER 31, 2025

Item # 15.

HARBOR MRRF

ASSETS

73-000-0100	CASH - COMBINED FUND	666,503.38	
	TOTAL ASSETS		666,503.38

LIABILITIES AND EQUITY

FUND EQUITY

73-000-3000	FUND BALANCE	1,214,991.67	
	REVENUE OVER EXPENDITURES - YTD	(548,488.29)	
	BALANCE - CURRENT DATE	666,503.38	
	TOTAL FUND EQUITY		666,503.38
	TOTAL LIABILITIES AND EQUITY		666,503.38

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

HARBOR MRRF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SOURCE 340</u>					
73-340-4405	WATER-BORNE PASSENGER FEES	5,288.00	190,880.00	520,000.00	329,120.00	36.7
	TOTAL SOURCE 340	5,288.00	190,880.00	520,000.00	329,120.00	36.7
	TOTAL FUND REVENUE	5,288.00	190,880.00	520,000.00	329,120.00	36.7

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

HARBOR MRRF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>NON-GRANT EXPENDITURES</u>					
73-800-9205	HARBOR RENOVATION	.00	94,368.29	368,400.00	274,031.71	25.6
	TOTAL NON-GRANT EXPENDITURES	.00	94,368.29	368,400.00	274,031.71	25.6
	<u>WHITTIER SBH RE PHASE II</u>					
73-901-9990	TRANSFERED OUT	.00	645,000.00	645,000.00	.00	100.0
	TOTAL WHITTIER SBH RE PHASE II	.00	645,000.00	645,000.00	.00	100.0
	TOTAL FUND EXPENDITURES	.00	739,368.29	1,013,400.00	274,031.71	73.0
	NET REVENUE OVER EXPENDITURES	5,288.00	(548,488.29)	(493,400.00)	55,088.29	(111.2)

CITY OF WHITTIER
BALANCE SHEET
OCTOBER 31, 2025

Item # 15.

WATER/WASTEWATER MRRF

ASSETS

75-000-0100	CASH - COMBINED FUND	1,077,582.12	
	TOTAL ASSETS		1,077,582.12

LIABILITIES AND EQUITY

FUND EQUITY

75-000-3000	FUND BALANCE	1,369,927.12	
	REVENUE OVER EXPENDITURES - YTD	(292,345.00)	
	BALANCE - CURRENT DATE	1,077,582.12	
	TOTAL FUND EQUITY		1,077,582.12
	TOTAL LIABILITIES AND EQUITY		1,077,582.12

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

WATER/WASTEWATER MRRF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SOURCE 360</u>					
75-360-4000	STATE GRANT FUNDS	.00	.00	75,000.00	75,000.00	.0
	TOTAL SOURCE 360	.00	.00	75,000.00	75,000.00	.0
	TOTAL FUND REVENUE	.00	.00	75,000.00	75,000.00	.0

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2025

Item # 15.

WATER/WASTEWATER MRRF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>NON-GRANT EXPENDITURES</u>					
75-800-9205	CAPITAL OUTLAY - W/WW	.00	292,345.00	.00	(292,345.00)	.0
	TOTAL NON-GRANT EXPENDITURES	.00	292,345.00	.00	(292,345.00)	.0
	<u>GRANT EXPENDITURES</u>					
75-900-9200	CAPITAL EQUIPMENT	.00	.00	75,000.00	75,000.00	.0
	TOTAL GRANT EXPENDITURES	.00	.00	75,000.00	75,000.00	.0
	TOTAL FUND EXPENDITURES	.00	292,345.00	75,000.00	(217,345.00)	389.8
	NET REVENUE OVER EXPENDITURES	.00	(292,345.00)	.00	292,345.00	.0



CITY OF WHITTIER

Gateway to Western Prince William Sound

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

Item # 17.

MEMORANDUM

To: Mayor Shen and Council Members
Through: Jackie C. Wilde, City Manager
From: Shelby Carlson, Acting City Clerk
Date: December 16, 2025
Subject: Year-Round Sales Tax Mailer Results

At the August 19, 2025 Regular Meeting, the City Council unanimously adopted a motion directing Administration to conduct a bulk mailing to all registered voters in the Whittier precinct. The motion instructed staff to mail a single-question survey—*“Do you support the year-round sales tax?”*—and to include a self-addressed, stamped return envelope to make responses as easy as possible for voters to provide. No additional information or education was to be provided with the mailer. The mailing list was generated from the State of Alaska’s list of registered voters for the Whittier precinct, as directed by Council.

A total of **234 mailers** were sent. Of those, **73 were returned completed**. Thirty-one of the returned surveys included written comments; these are provided in full in the attachment, transcribed as written. The response tally was:

- **24 “Yes”**
- **49 “No”**

Staff notes that this outreach was intended as an informal method of gathering community feedback and does not represent a statistically valid sample. Results should be understood as indicative input rather than a formal vote.

The cost of printing and mailing the 234 surveys, including return mail postage, totaled \$415.21.

Attachments:

1. Summary table of results
2. Copy of mailed survey
3. Complete set of returned comments (as written)

Category	Number	Notes
Mailers Sent	234	Sent to all registered voters in the Whittier precinct
Completed Responses Returned	73	Includes all surveys returned with a marked response
Response Rate	31%	% of mailed surveys returned completed
"Yes" Responses	24	33% of total responses
"No" Responses	49	67% of total responses
Responses With Comments	31	Full text included in attachment
Mailing Date	November 5, 2025	
Response Window	December 9, 2025	

City of Whittier

COUNCIL ADVISORY QUESTION



Do you support the year-round sales tax?

☐ Yes

☐ No

Comments (optional):

Please check one box and return this postcard. Your feedback helps the City Council understand community views.

Advisory Question for Registered Voters

Dear Whittier Voter,

The Whittier City Council is seeking community input on the following advisory question:

“Do you support the year-round sales tax?”

This is *not* an election. Your response is advisory only and will be summarized for the Council to help inform future decisions.

To respond:

1. Flip this postcard over.
2. Check “Yes” or “No.”
3. Add any comments in the space provided (optional).
4. Drop it in the mail — no postage needed.

Please return your postcard by **Tuesday, December 9, 2025** so your views can be included in the summary report to Council.

Thank you for sharing your opinion.

DO YOU SUPPORT THE YEAR-ROUND SALES TAX?	COMMENTS
NO	This is a regressive tax and is harming the small businesses that support the Whittier Community. Do a better job with your budget and you won't need to tax the community so much!
NO	Why would we have the few year-round residents pay tax - many struggle
NO	H*** no! Absolutely not! Learn to manage city \$ better!
NO	Clean up the city then we can talk. I want no more of anything I pay into city coffers to go towards the alcoholics and lazy people that won't work etc. - the cost of goods and doing business keeps exploding. Our only six blocks s/b maintain
NO	Wages have not keep up with inflation and tariffs. There for our standard of living is falling behind.
NO	Between inflation and tariffs we can't keep up - wages aren't keeping pace
NO	We used to have a choice. You all do behind the back B.S. made us prisoners.
NO	I would think the number of cruise ships doubling would more than offset the small amount of taxes collected in the off season and relieve some operating expenses. Thanks for asking.
NO	The citizens of Whittier has been hammered enough.
NO	If Administration can't be here more than 1 day a week - full time residents shouldn't have to pay if they don't!!!
NO	So now we will survey everyone after an ordinance is passed? How about send out a survey about the Ground Transport Fee. A LOT more people spoke

	up against that "fee" but have not given the same opportunity for a survey . This is a ridiculous waste of time. If this is how you're going to spend hard earned tax money - I'll vote no.
NO	I don't support tax money being wasted on frivolous surveys - to what end - what do you really expect to come of this - especially with no details, no background - who really says yes to tax especially w/ no context. What an ABSOLUTE waste of time, energy and money!
NO	Add more tax so the City Manager can show up LESS?
NO	Year-round residents should be exempt.
NO	I would support a tiered sales tax with no tax on groceries and a higher tax (luxury tax) on high end items.
NO	Stop making jobs when the hired personnel can conduct the work. I see too many city employees not at work/working.
NO	No tax for Residents.
NO	Taxes shouldn't apply to AK residents.
NO	With Whittier/Alaska ID @ tourist season tax shouldn't be either if unable to provide proof of residency then tax customers.
NO	Absolutely no taxes.
YES	1) This type of questionnaire is a waste of resources. No one wants to pay more, however information on where the \$ goes and who are the biggest contributors would be way more informative!
YES	Explain what % is paid by non-Whittier residents. Explain where the \$ goes. Please don't waste time and money on this type of questionnaire!
YES	I support this as it will help stabilize our local economy and support local services and infrastructure enhancing our communities quality of life.
YES	2 local registered voters both yes
YES	The time has come for year-round sales tax again!
YES	Whittier lives on hand outs. Roads don't pave themselves. Time to pay up and stop freeloading.
YES	With so many local exclusions, how can anyone say "no"! We need to help support Whittier's needs, not pawn them off on those who live outside of Whittier!
YES	Hope the money gets well used and budgeted by our city
YES	This is a ridiculous process without any context. Open up the non-producing leased properties that have been vacant for years!
YES	Flashbacks of middle school. Do you like me?? Check yes or no. Council mentality.
YES	Year round residents benefit from year-round service, so we should pay year round

2026 DEADLINES for CITY COUNCIL AGENDAS

Council Meeting 3 rd Tuesday unless otherwise noted	Agenda Item Submission Deadline*	Legal's Deadline (for ordinances and certain resolutions)	Agenda Posted	Packet Published (by noon)
January 20	Jan 13	Jan 14	Jan 15	Jan 16
February 17	Feb 10	Feb 11	Feb 12	Feb 13
March 17	Mar 10	Mar 11	Mar 12	Mar 13
April 21	Apr 14	Apr 15	Apr 16	Apr 17
May 19	May 12	May 13	May 14	May 15
June 16	Jun 9	Jun 10	Jun 11	Jun 12
July 21	Jul 14	Jul 15	Jul 16	Jul 17
August 18	Aug 11	Aug 12	Aug 13	Aug 14
September 15	Sep 8	Sep 9	Sep 10	Sep 11
October 20	Oct 13	Oct 14	Oct 15	Oct 16
November 17	Nov 10	Nov 11	Nov 12	Nov 13
December 15	Dec 8	Dec 9	Dec 10	Dec 11

**Inclusion of an agenda item submitted by the specified deadline above is subject to complexity and potential effect of the issue. Per AS 44.62.310(e), the Open Meetings Act, "reasonable" public notice shall be given – which could be anywhere from three months to three days. Administration will consult with legal counsel in determining whether an agenda item meets the requirements of "reasonable" notice. Additionally, if legal or administrative review is required due to the nature of the item, the timeline may be extended to allow for a complete review.*

Whittier Safety Action Plan

Safety Summit



CITY OF
WHITTIER
ALASKA

Item # 19.

The City of Whittier is developing a Safety Action Plan to improve transportation safety for everyone who lives in, works in, or visits the community. This plan is funded through the Federal Highway Administration's Safe Streets and Roads for All (SS4A) program, which supports communities in reducing roadway fatalities and serious injuries.

The Safety Action Plan will identify existing safety issues, analyze roadway data, and recommend strategies and projects that can improve safety for people walking, biking, driving, and operating commercial vehicles. Community input will allow the plan to reflect local needs and support a safer transportation future for Whittier.

Please join us for the **Whittier Safety Summit**

Wednesday, January 21, 2026 | 4:00 PM - 5:45 PM

Whittier Community School Gym

Portage Street, Whittier, AK 99693



Learn about the Safe Systems Approach



Explore interactive safety materials



Share your feedback with the planning team

We want to hear from **YOU!**



Scan the QR code to take the short **Safety Survey**

Contact Information

DOWL Public Involvement



Phone:

907-562-2000

Planning Team



City of Whittier

- **Jackie Wilde**
City Manager
- **Shelby Carlson**
Assistant City Manager

DOWL



- **Marie Heidemann**
Project Manager
- **Talli Vittetoe**
Public Involvement