



City Council Rescheduled Regular Meeting Agenda

August 19, 2026 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. Recognizing Whittier Harbor Staff for their Assistance to the Alaska Department of Public Safety
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
5. City Attorney Report
6. Federal Lobbyist Update

Public Hearings

- 7. Non-Code Ordinance 2026-004, Exempting Incumbent Leaseholders and Sublessees of City Property Interests from Whittier Municipal Code 3.38.480 and Adopting an Application Process that Allows Such Lessees and Sublessees to Apply for Direct Negotiation of a New Lease with the City on the Same Property Leased or Subleased by Applicants So Long as the Lease or Sublease Expired or Will Expire in 2026 and the Application is Received within 14 Days of the Effective Date of this Ordinance
- 8. Non-Code Ordinance 2026-006 Authorizing the Purchase and Installation of Chain-Link Fencing Surrounding Harbor Dumpsters from Maisey Fence LLC in an Amount Not to Exceed \$9,721.99 and Appropriating Funds

Ordinances for Introduction

- 9. *Non-Code Ordinance 2026-006 Authorizing the Purchase and Installation of Chain-Link Fencing Surrounding Harbor Dumpsters from Maisey Fence LLC in an Amount Not to Exceed \$9,721.99 and Appropriating Funds

Resolutions

- 10. *Resolution 2026-037 Appointing the City Election Officials for the October 6, 2026 General Election, Setting the Date for Counting Absentee Ballots, and Establishing Election Official Compensation
- 11. Resolution 2026-038 Declaring Certain City Property Interests Available for Lease, Rejecting Competitive Bidding for Those Property Interests, Adopting the Lease Application Process for Those Property Interests, and Establishing Criteria for Review of Lease Applications on Those Properties
- 12. *Resolution 2026-039 Authorizing Up to \$150,000 in City In-Kind Support and a \$100,000 Financial Contribution to the Nonprofit USS *Ted Stevens* Commissioning Committee to Support Commissioning Events, the Ship's Crew and Their Families, Public Safety, Community Readiness, and Communitywide Activities Associated with the Commissioning
- 13. Resolution 2026-040 Awarding a Professional Services Contract for Land Appraisal Services and Appropriating Funds
- 14. Resolution 2026-041 Authorizing the City Manager to Execute a Contract to Engineer and Install Playground Equipment at Whittier Falls Park in an Amount Not to Exceed \$80,000 and Appropriating Funds

Other New Business

- 15. *Approval of the July 1, 2026 Special Meeting Minutes
- 16. *Approval of the July 21, 2026 Regular Meeting Minutes
- 17. Alaska Municipal League Annual Conference (December 7-11)
- 18. AMHS Winter Ferry Schedule Letter of Support

Informational Items and Reports (No Action Required)

- 19. June 2026 City Financial Reports: Please see City Council packet which contains monthly Financial Statements
- 20. Parks & Recreation Committee Minutes - August 4, 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

Adjournment



THE STATE
of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Public Safety

DIVISION OF ALASKA STATE TROOPERS
Alaska Bureau of Investigation

5500 East Tudor Road
Anchorage, Alaska 99507
Main: 907.269.5511

July 21, 2026

Aniva Turituri
Whittier Harbor Master
1 Harbor View Drive
Whittier, AK

Ms. Turituri:

On July 6, 2026, Philip T. Phillips dismissed his attorney and elected to represent himself during his jury trial. Prior to trial, Phillips had requested numerous continuances. Due to an Alaska Supreme Court order requiring older cases to be resolved, and because this case had been pending for approximately six years, the Superior Court denied several of Phillips' requests for continuance.

A jury was selected on July 6, and the trial was scheduled to begin on July 7, 2026, at 8:30 a.m. Before court adjourned on July 6, Phillips advised the court that he intended to deliver his opening statement the following morning.

On July 7, 2026, Phillips failed to appear for the start of his jury trial. Personnel from Mat-Su Pretrial determined through Phillips' court-ordered electronic monitoring device that after leaving court on July 6, he traveled to Anchorage, making several stops before continuing to Whittier, where he had a sailboat. The last electronic monitoring signal was received from Whittier Harbor.

Investigators contacted the locations Phillips had visited, and the court determined that he had voluntarily chosen not to appear for trial. A \$50,000 cash arrest warrant was issued for Failure to Appear.

As the investigation continued, assistance was provided by AKCIC, the Alaska State Troopers (AST), Alaska Bureau of Investigation (ABI), Department of Corrects (PED), Alaska Wildlife Troopers (AWT), Judicial Services (JS), and the United States Coast Guard (USCG).

On July 8, 2026, the jury trial continued in Phillips' absence while law enforcement agencies continued their efforts to locate him.

On July 9, 2026, a Palmer jury found Philip T. Phillips guilty of Sexual Abuse of a Minor in the First Degree (SAM I), Sexual Abuse of a Minor in the Second Degree (SAM II), and Harassment in the First Degree. Following the verdict, a no-bail arrest warrant was issued.

Investigators obtained a photograph of the sailboat Phillips was believed to be operating and received information indicating he might be armed. Numerous search warrants were written. Alaska Wildlife Troopers located the sailboat, and the Alaska State Troopers Special Emergency Reaction Team (SWAT/SERT) responded. Philip T. Phillips was located.

The Alaska State Troopers would like to thank the following personnel and agencies for their outstanding assistance throughout this investigation:

- **United States Coast Guard**
 - LT Isaac LaLonde, Enforcement Division Chief, Sector Western Alaska and U.S. Arctic
 - LTJG Siobhan Conyne Sector Western Alaska and U.S. Arctic
 - LTJG Aaron Motis Sector Western Alaska and U.S. Arctic
 - Mr. James Larcom
 - VTS Valdez Sector Western Alaska and U.S. Arctic
 - Special Agent David Chaffin, Investigative Services
 - Sector Western Alaska and U.S. Arctic
- **Harbor Masters**
 - Aniva Turituri– Whittier
 - Matt Pepe
 - Kyle Lone
 - Tinisha Hunt – Valdez
 - Brandy Griffith - Cordova
- **Whittier Police Department**
 - Timothy Sampson
 - Lloyd Willis
- **Department of Corrections (DOC)**
 - Jarod Gortner

The Alaska State Troopers appreciate the coordinated efforts of all involved agencies and personnel.

Sincerely,



Sherry Ferno
Investigator



THE STATE
of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Public Safety

DIVISION OF ALASKA STATE TROOPERS
Alaska Bureau of Investigation

5500 East Tudor Road
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July 21, 2026

Matt Pepe
Whittier Harbor Master
1 Harbor View Drive
Whittier, AK

Harbor Office 1 Pepe:

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Kyle Lone
Whittier Harbor Master
1 Harbor View Drive
Whittier, AK

Deputy Harbor Master Lone:

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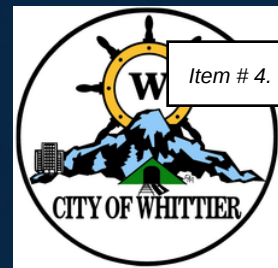
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Sherry Ferno
Investigator

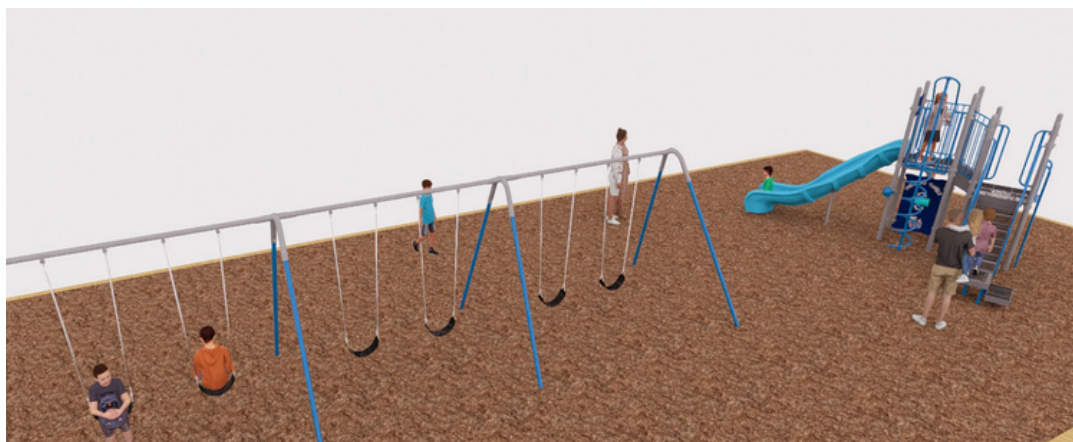
WHITTIER FORWARD



Whittier Falls Park

Work continues to move forward on Whittier Falls Park, with the City preparing the site for the next phase of development. Clearing of the park footprint is anticipated to be completed by mid-October, followed by hydroseeding to establish a clean and stable foundation for the new community space.

The City's Request for Proposals closed on August 12, with two proposals received. Administration is currently reviewing both proposals and will be meeting with the proposers to discuss their approaches, project schedules, costs, and potential phasing options. The project includes installation of playground equipment already purchased by the City, along with natural play features, picnic tables, benches, bike racks, trash receptacles, of the project can be completed in phases, with additional improvements completed through a phased approach.



USS Ted Stevens Commissioning

Whittier continues preparing for the commissioning of the future USS Ted Stevens (DDG-128), and the excitement surrounding this historic event continues to grow. Being selected as the host community is an incredible opportunity for Whittier to welcome the ship's crew, their families, military leadership, and visitors from across Alaska and the country. Administration is coordinating community readiness, public safety, logistics, events, and support for the Commissioning Committee. This event will be much more than a single ceremony—it is an opportunity for the entire community to welcome the crew and their families and showcase Whittier on a national stage.

Buckner Building

Work continues at the Buckner Building as the City prepares for the next phase of investment and long-term planning. Ross Carlson has completed lowering the entire first floor, helping secure the structure and improve site safety. Aaron, Mark, and Cam have also been working on cleanup and preparation for the upcoming assessment. Administration continues cordially with the owner and developer and redevelopment efforts for the property as we work toward a responsible long-term solution for one of Whittier's most significant legacy structures.



BROWNFIELDS PROGRAM



Brownfields work continued this month as staff worked with EPA on updates to the City's Brownfields grant plan to incorporate new fencing and upgraded security improvements and with NORTECH to prepare for upcoming site assessment activities.

Public outreach for the program is now in full swing, including project newsletters, website updates, and community engagement materials. Community members are encouraged to attend the Brownfields Program Public Meeting on August 19, immediately before this Council meeting.

The meeting will include information about the Brownfields Program and the Buckner Building, solicit ideas for prioritizing other potentially contaminated properties, and provide an opportunity for residents to ask questions and share feedback.

ELECTIONS

The candidate nomination period will have closed after preparation of this report but before this meeting.

An update about candidates for Council Seats E and F will be provided at the meeting.

Staff also continued preparations for the 2026 municipal election, including absentee voting procedures and election administration activities.



ADMINISTRATION

Leases: Continued work on proposed code changes, lease applications, compliance, and appraisal services.

Procurement: Completed two solicitations, including proposal review, scoring, and contract negotiations.

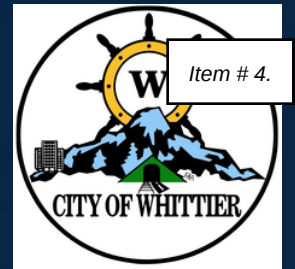
Elections: Preparing for the 2026 Municipal Election and Council Seats E and F.

AML Conference: Registration is open for the December 7-11 Annual Local Government Conference.

Beautification Grants: The second funding round closed August 7 with one application received.



WHITTIER FORWARD



Fire/EMS Department Report

During the month of June 2026, Whittier Fire/EMS responded to a total of 39 calls for service, continuing to provide emergency response and community assistance to residents and visitors.



EMS Calls

32

Rescue Calls

3

Fire Calls

4

Total Responses

39

Community Meal Program

Whittier Fire/EMS continues its partnership with the Children's Lunchbox to help provide meals for local children and community members experiencing food insecurity.

Meals are available at the Public Safety Building Monday through Friday from 9:00 a.m. to 5:00 p.m.

June 2026

41 meals

distributed to the community

Community Outreach

Whittier Fire/EMS remained active in supporting the community beyond emergency response:

Hosting community car washes at the Public Safety Building to raise donations for the Whittier Community School and Swim night

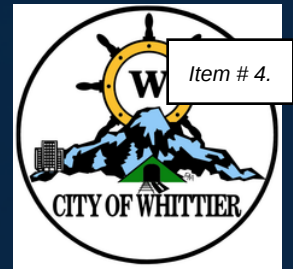
Picking up and distributing summer toys for Whittier's children.

Assisting several motorists with flat tires and other roadside needs.



Serving Whittier with Pride

WHITTIER FORWARD



Serving Whittier with Pride

Harbor Department Report

August 2026

Administration

A major milestone was reached this month as Aniva successfully achieved PCI compliance for the Harbor Department after several years of work. This is an important step in modernizing Harbor operations and was one of the primary reasons for transitioning our programs from locally hosted servers to secure, cloud-based systems. The Harbor's ability to maintain PCI compliance over the past five years resulted in more than \$1,100 in compliance-related fees. Achieving compliance provides a safer and more secure payment environment for customers while eliminating unnecessary costs to the Harbor Enterprise Fund moving forward.

Harbor administration remains busy with the summer season, although monthly moorage is beginning to decline as we move toward fall. Lower salmon returns and the continued closure of recreational shrimping have also affected activity this season.

Staff continue working through electrical metering and billing issues discussed during the recent Special Council Meeting. A representative from MEI will onsite the week of August 24 to evaluate and fine-tune the system. This work is expected to improve the accuracy and reliability of electrical readings and billing moving forward.

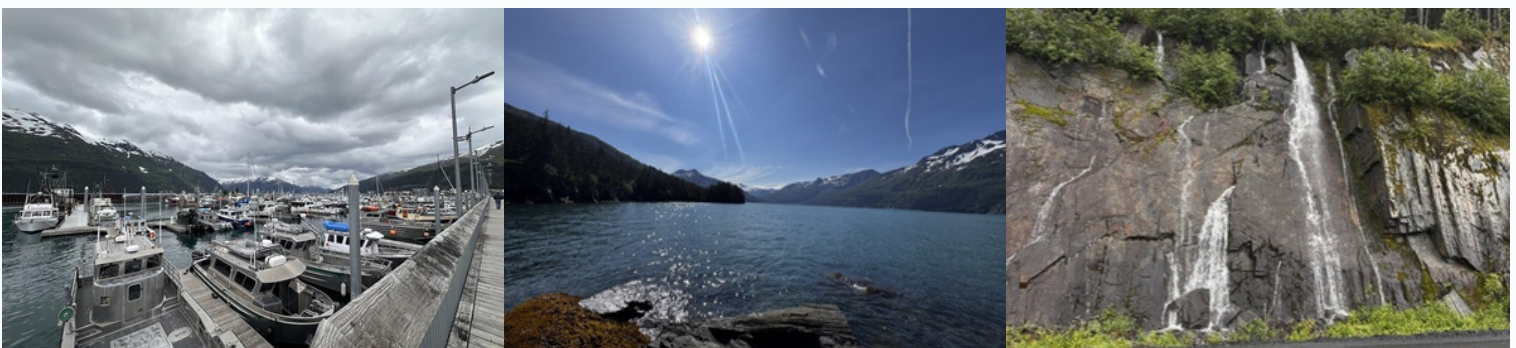
The City also continues to address performance concerns with the Phase III float system. Staff remain in communication with BMI as they research the issues and evaluate an appropriate corrective solution. At the time of this report, a final course of action has not yet been determined. Administration will continue working with the project team to ensure the system performs as intended and that outstanding issues are appropriately resolved.

Operations

Harbor crews have taken advantage of available weather windows to continue striping and maintenance throughout the harbor, although persistent rain and difficulty obtaining painting supplies have slowed progress.

Heavy rainfall in July also created several vessel emergencies. Harbor staff assisted three vessels that were taking on water, helping prevent them from sinking. Unfortunately, two additional vessels did sink during the month; both were safely recovered and refloated. These incidents are a good reminder to vessel owners to regularly check bilge pumps, batteries, lines, and other systems, particularly during extended periods of heavy rainfall.

Crews also continue brushing and clearing throughout Harbor property and assisting Public Works when staffing and workloads allow. Despite the challenges that come with the height of Whittier's summer season, Harbor staff continue balancing daily operations, vessel and customer needs, maintenance, and improvements throughout the facility.



FINANCE DEPARTMENT REPORT

— THROUGH JULY 31, 2026 —

This report reflects an abbreviated look at finance-related activities through the end of July, 2026, with financial statements through June, 2026, where **50.0%** of the fiscal year has elapsed.

FINANCIAL HIGHLIGHTS THROUGH FEBRUARY

GENERAL FUND

**CASH BALANCE
AT JUNE 30**
\$1,249,703

Based on 2026 Budgeted expenditures of \$5,136,920, that level of cash is sufficient to cover **3.0 months** of operations.

BUDGET POLICY RESERVE GOAL

Goal of establishing a reserve of between nine (9) and twelve (12) months, or between **\$3,852,690** and **\$5,136,920**.

! The current level of cash is lower than the 9-month goal by **\$2,602,987**.

The Administration will be proposing that Council postpone implementation of its initial contribution to a planned new Permanent Fund in order to build reserves to within the policy band. This strategy will be presented as part of a Fund Balance plan aimed at strengthening the City's reserves.

REVENUES THROUGH JUNE

35.2%
ACTUAL
\$1,967,074
vs.
BUDGET
\$5,589,998

- Includes transfers-in from other Funds.
- This level of revenue exceeds the previous year through June, by \$35,051.
- Tax revenues are at 8.1%. Property taxes are billed in August and due in October, which accounts for the low level of collections through June.
- The new Ground Passenger Fees took effect January 1, 2026 with the second quarter's returns due July 31, so these new revenues will be seen in next month's report.

Collections from the Ground Passenger Fee exceed
\$240,000
vs. budget of **\$975,000**

The City will be undertaking efforts to collect fees from the Alaska Railroad Corporation which, as an entity of the State of Alaska, is exempt from the payment of taxes, but in the City's opinion, is not exempt from either the collection and remittance of fees on behalf of the City. It remains to be seen what the outcome of this effort will be.

22.6% Sales Tax revenues are at 22.6% of the annual budget and are higher by \$277 through June 2026 compared with prior year.

GENERAL FUND MAJOR REPAIR & REPLACEMENT FUND – F72

Cash Balance at June 30 is \$1,168,173. The purpose of this Fund is to replace capital assets and infrastructure that are not components of the City's enterprise funds (Harbor, Delong Dock, Water/Sewer). This includes things such as land, streets, sidewalks, public restrooms, City-owned condos, stormwater systems, culverts, Public Safety Building, Fire and EMS rescue vehicles and fire trucks, snow removal equipment, vehicles, dispatch equipment, generators, EMS defibrillators and breathing apparatus, dispatch equipment, police equipment, boilers, IT equipment and networks, etc. The cash balance in this Fund is higher than the 2026 Budget estimate of \$950,000, through receipt of a \$216,000 transfer from the General Fund.

**CASH BALANCE
AT JUNE 30**
\$1,168,173

56.2%
LICENSE & PERMITS

License and Permits are at 56.2% largely reflecting collection of \$37,881 in ambulance fees, or \$12,503 higher than the prior year through June. Ambulance fees were not billed by the City prior to mid-way through 2025 and represent a fairly new revenue to the City.

27.5%
INTERGOVERNMENTAL REVENUES

Intergovernmental Revenues (from state and federal sources) are at 27.5% of budget, or \$77,780 largely due to the receipt of National Forest Receipts. This year's receipts are higher due to delays in this program's payments in the prior year, resulting in the current year reflecting two years' worth of National Forest Receipt payments. This was not anticipated during preparation of the budget, resulting in a positive variance of \$34,978 which is expected to persist through year-end.

57.9%
LEASE REVENUES

Lease revenues are at 57.9% of budget, with land use rent being higher than the annual budget by \$2,895, largely reflecting a short-term land use permit related to oil spill drill activities, plus a standard CPI increase on the Alaska Marine Highway System's parking area to the north of the AMHS building and parking area.

The City has received \$20,885 in insurance settlements during the year related to the closure of the former APEI insurance pool and the return of equity to the City, as well as awards related to loss control incentive program and safety grants received by the City due to staff participation in training and other loss control measures. The Lease Interest Revenue account is budgeted at \$370,188 with zero recorded through June; interest will be recorded at year-end when GASB87 lease allocation entries are confirmed.

48.8%
**OF BUDGET
THROUGH JUNE**
(50% OF THE YEAR ELAPSED)

Transfers between Funds have all been recorded through the July Council meeting. All General Fund departments are under budget through June except for:

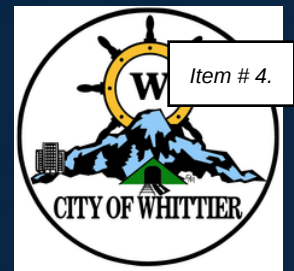
ADMINISTRATION
57.4%

**CITY COUNCIL /
CITY CLERK**
51.0%

The Administration department includes a large bad debt expense of \$26,576 and legal fees exceed the annual budget by \$73,387 largely related to recent legal activities surrounding expired leases, activities related to the new Ground Fee, disputed driveway permit issues, and other legal matters which Council has been fully informed about.

The Council department exceeds budget due primarily to community support, where contributions toward BTU/Whittier Manor capital repairs have been recorded as future liabilities, increasing actual expenses early in the year, as well as legal costs for City Code and Ordinance matters at the direction of the City Council.

WHITTIER FORWARD



Financial Highlights

The City intends to postpone implementation of its initial contribution to a planned long-term capital fund in order to build reserves to within the policy band. This strategy will be presented as part of a Fund Balance aimed at strengthening the City's reserves. Revenues through June are at 35.2%, or actual of \$1,967,074 versus budget of \$5,589,988, including transfers—in from other funds. This level of revenue exceeds the previous year through June, by \$35,051. Tax revenues are at 8.1%. Property taxes are billed in August and due in October, which accounts for the low level of collections through June. The new Ground Passenger Fee took effect January 1, 2026 with the second quarter's returns July 31, so these new revenues will be seen in next month's report. As of the writing of this report, collections from the Ground Passenger Fee exceed \$240,000 versus a budget of \$975,000. The City will be undertaking efforts to collect fees from the Alaska Railroad Corporation which, as an entity of the State of Alaska, is exempt from the payment of taxes, but in the City's opinion, is not exempt from either the collection and remittance of fees on behalf of the City. It remains to be seen what the outcome of this effort will be. Sales Tax Revenues are at 32.4% of budget, exceeding last year at 32.8% through June.



Ambulance Service Revenues are at 49% of the budget and \$373,816, exceeding last year \$316,800 through the prior year through June. Ambulance fees were not billed by the City prior to mid-way through 2025 and represent a fairly new revenue to the City. Intergovernmental Revenues (from state and federal sources) are at 27.5% of budget, or \$77,788 largely due to the receipt of National Forest Receipts. This year's receipts are higher due to delays in this program's payments in the prior year, resulting in the current year reflecting two years' worth of National Forest Receipt payments. This was not anticipated during preparation of the budget, resulting in a positive variance of \$34,978 which is expected to persist through year-end..



Lease revenues are at 57.8% of budget, with land use rent being higher than the annual budget by \$2,895, largely reflecting a short-term land use permit related to oil spill drill activities, plus a standard CPI increase on the Alaska Marine Highway System's parking area to the north of the AMHS building and parking area.



The City has received \$20,885 in insurance settlements during the year related to the closure of the former APEI insurance pool and the return of equity to the City, as well as awards and loss control dividends program and safety grants received by the City due to staff participation in training courses and loss control measures. The Lease Interest Revenue account is budgeted at \$376,825 with zero receipts from June. Interest will be recorded at year-end when GASB87 lease liability balances are calculated.



LEASE LIABILITIES OF
OPERATIONS
COVERED BY CASH
BALANCE



14.4 MONTHS
OF EXPENSES
COVERED BY
CASH BALANCE

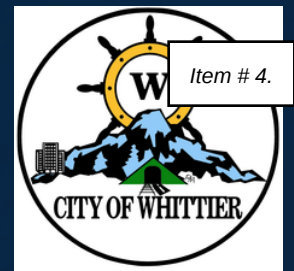


55 MONTHS OF
EXPENSES
COVERED BY
CASH BALANCE



General Fund expenditures are at 48.8% of budget through June, with 50% of the year having elapsed. Transfers between Funds have not been recorded through the July Council meeting. All General Fund departments are under budget through June except for Administrative and City Council/City Clerk (51%). The Administrative department has a large bad debt expense of \$26,576 and legal fees of \$78,333 (largely related to an unresolved prior year claim) that will be paid towards year-end; hours paid expired in 2026 legs.

WHITTIER FORWARD



Financial Highlights (cont.)



WATER/SEWER MRRF

The Cash balance in the Water/Sewer MRRF Fund, as mentioned above, is \$1,352,437 to be used for the repair and replacement of major Water and Sewer capital assets. This includes infrastructure such as the City's wastewater lift stations and pumps, automated controls, generators, wellhouses, buildings/plant, vac truck, loader, underground water and sewer lines, other system improvements, water wells, etc. The City has been very successful in securing major grants to upgrade the water and sewer system over the past five years. Specifically, most wastewater lift station assets were entirely replaced and upgraded in 2025 and the water well field is being taken out of service at the end of 2026/2027, when a new well field will replace the existing system that has reached the end of its useful life. The new well field is expected to meet the community's expanded seasonal demand for the next four decades, with expanded capacity, uplisted pumps and lines, automated controls and other improvements. The involved community is 100% satisfied with the proposed system, and the system improvements, in excess of \$5.7 million. Of these nearly \$9.5 million investments, only \$120,000 was paid for by residents, demonstrating the Administration's laser focus on significant capital projects that improve the quality of life for residents for decades to come, without adding to their financial burden.



HARBOR FUND

The Cash balance in the Harbor Fund (the "operating fund"), Fund 51) is \$483,493, in addition to cash available in the Harbor Major Repair and Replacement Fund (the "capital fund"), Fund 33) is \$693,882, at May 31. Based on 2025 Budgeted Expenses (excluding depreciation) of \$2,026,857, cash reserves available in the operating fund are sufficient to cover 2.3 months of expenses. Cash reserves available in both the operating and capital funds (total \$177,375) are sufficient to cover 7.0 months of operations. Harbor Fund Revenues are at 60.0%, as the largest sources of revenue, preferential (annual) moorage, is brought in early in the year. Transfers-in and Transfers-out have yet to be recorded. Overall, Charges for Services (includes moorage, utilities, wharfage, launch, parking, etc.) are at 65.4%, Lease revenues exceed the annual budget largely because the portion of the lease that is payable to the Railroad, is pending. Investment income is at 23.1% of budget with allocations of May's Interest yet to be recorded.



HARBOR MRRF

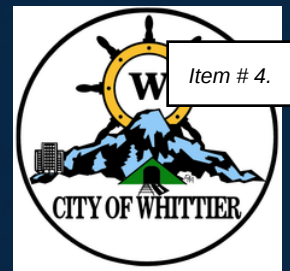
The Cash balance in the Harbor MRRF Fund is \$693,882 to be used for the repair and replacement of major Harbor capital assets. This Fund accounts for the Water-Borne Passenger Fee which was implemented in January 2025, and which accounts for per passenger fees of \$8 set aside entirely to pay for capital asset and infrastructure replacement in the Harbor, to benefit payers of the fee. Revenues through May are entirely related to the Water-Borne Passenger Fee collections of \$22,887: these revenues are initially used to cover harbor debt (through a transfer out to the Harbor Enterprise Fund for debt payments), and then for capital assets and infrastructure. This includes harbor float, electrical system, harbor master building and bolvers/furnage, harbor water/sewer systems, breakwater, boat ramps, passenger, shepfiles, grid, fuel, float, Ocean Dock, Passenger Dock, Dock, harbor restrooms, boardwalk, computer systems, cameras, parking meters, pay station, vehicles, pumpout carts, skiff, crane, backup generator, snowplowers, and other harbor capital assets and infrastructure.



DELONG DOCK

The Cash balance in the DeLong Dock Fund is \$1,457,154. These reserves are intended for future use on matching funds for the replacement of the dock. The City was recently awarded a PIPP grant in the amount of \$4,074,520 for engineering and design of the dock replacement, and the City is applying for a construction grant to replace the dock. The City will commit the reserves from the DeLong Dock Fund toward the City's match to replace the dock. The DeLong Dock actual revenues reflect only a single permit for the use of the dock in the coming year. Revenues for wharfage related to seafood crossing the dock, are expected to be recorded starting in June. Interest revenues are \$9,092 or 45.5% of budget through May. Expenses through May total \$62,684 and are largely related to insurance (\$31,300), utilities (\$4,042) and staffing cost allocations (approx. \$22,000).

WHITTIER FORWARD



Grants & Other Finance Activities



GRANTS

Since the first of the year, the City has been awarded \$6,745,953 in grants, including: 1) \$3,500 for Alaskans for Litter Patrol and Recycling; 2) \$410,000 additional funding to extend Shotgun Cove Road; 3) \$4,074,520 for engineering/design of DeLong Dock replacement; 4) \$10,000 for accessible pocket parks; 5) \$3,559 in fish disaster funding from the Pacific Marine Cod Fisheries; 6) \$406,299 in Title 23 FHWA earmark funding for Shotgun Cove Road; 7) \$28,035 in funding from DOT/NHTSA to outfit police vehicles with TraCS system; 8) \$310,000 in funding for asbestos abatement at the BTI Building; and 9) \$1.5 million for ambulance and harbor restrooms. Current grant projects that are underway include the Water Well Replacement Project which began in May, and which will replace the City's well field and significantly increase the capacity of the water system to handling the growth in demand. Shotgun Cove Road extension continues, and is nearing the end of this expansion element, through Mile 3.0. Projects that are wrapping up or near completion include the purchase of a Backup Generator to protect the City's water system. The Safety Action Plan draft has been completed. The EPA contamination mitigation program for the Buckner Building is underway, ALPAR litter prevention program continues to employ local youth to beautify the community through the removal of litter. The City continues to address the Harbor Phase III float replacement project issues and the wastewater sludge removal and 301H waiver projects. A CDS funding request has been submitted to improve the handling and disposal of wastewater. The Fire/EMS department will pursue purchase of a new ambulance, and the Harbor continues to evaluate options for construction of a new restroom in the Harbor next season.



OTHER FINANCE ACTIVITIES

Staff continue to work on the 2025 PERS Audit with focus on the status of the Police Chief position. Actuaries have determined there is no termination cost to the City if we decide to remove the position from PERS coverage, and we consider a Resolution requesting Council approval to do so, prior to the start of the new year. The Ground Passenger Fee program has been implemented and staff are pursuing compliance to ensure that businesses operating in Whittier are fully licensed, registered for the program, and collecting and remitting the fee. Finance staff will be developing multiple lists to be published to the public, including entities registered for Business Licenses, those registered to collect Sales Tax, entities registered for both Ground Passenger Fee and Water-Borne Passenger Fee, and the status of reporting for each entity. The intent is to promote compliance with local tax and fee ordinances, through transparent reporting, thereby allowing the business community to ensure that similarly situated businesses are also properly registering and remitting required taxes and fees. Finance Staff is shifting gears to begin work on the Biennial Budget, with a Budget Schedule to be presented to Council in August, and budget meetings to begin in September.



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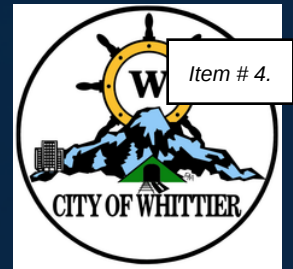
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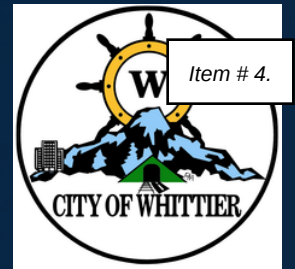
WHITTIER FORWARD



Financial Highlights (cont.)



WHITTIER FORWARD



MEETINGS CALENDAR
AUGUST – SEPTEMBER 23, 2026
★ Stay Informed. Get Involved. Shape Our Community.. ★

THURSDAY AUGUST 20, 2026	TUESDAY SEPTEMBER 22, 2026	WEDNESDAY SEPTEMBER 23, 2026
PORT & HARBOR ADVISORY COMMISSION	CITY COUNCIL REGULAR MEETING RESCHEDULED	MEET THE CITY COUNCIL CANDIDATES
6:00 – 8:00 PM	7:00 PM	5:30 – 6:30 PM

ALL MEETINGS ARE HELD AT
CITY HALL – COUNCIL CHAMBERS
360 Whittier Street, Whittier, AK 99693

VIEW AGENDAS, PACKETS
& UPDATES AT:
whittieralaska.gov/calendar

Your City. Your Voice. Our Future.

Stay Informed

Visit www.whittieralaska.gov for agendas, meeting packets, and public notices.

[Visit Website](http://www.whittieralaska.gov)





CITY OF
WHITTIER

BROWNFIELDS PROGRAM PUBLIC MEETING

JOIN THE CONVERSATION

Come review current findings and provide feedback ahead of the city-wide brownfields planning process. This is a chance to ask questions and let us know what matters most to you.



**August 19 at
6:00 PM**



**Public Safety Building
360 Whittier St., 3rd Floor**

For more information: www.whittieralaska.gov



Can't Make it?
Scan to join the meeting via Zoom.



MEMORANDUM

**TO: MAYOR AND CITY COUNCIL MEMBERS
CITY MANAGER WILDE
CITY CLERK/ASSISTANT CITY MANAGER CARLSON**

FROM: HOLLY C. WELLS

RE: SECOND QUARTER CITY ATTORNEY REPORT

CLIENT: CITY OF WHITTIER

FILE NO.: 507456.60

MEETING DATE: AUGUST 18, 2026

The purpose of this Second Quarter City Attorney Report is to provide the City of Whittier with a summary of all legal work performed from April 1, 2026, through June 30, 2026. It will highlight updates to the Council on pending projects and our team's priority projects as we move into the third quarter of 2026.

This report will provide a breakdown of the number of hours worked in general legal services and those worked on specific projects and matters. To assist the Firm in doing this in a cost-effective manner, additional files have been created to allow Council and Administration to carefully review the legal work required for each given project or specific matter. Furthermore, this report is broken into four primary sections: I) Summary of Hours Worked by Topic; II) Summary of Legal Work by Month; and III) Brief summary of recommendations regarding 2026 legal projects based on current and outstanding legal work. The Firm's approach to the report can be revised to fit the Council's needs and preferences.

I. SUMMARY OF HOURS WORKED BY TOPIC

This section of the report provides a summary of the hours worked by topic during this quarter.

- General Business 2026-2027 – 206.60 Hours Worked
- Eric Fleming Injunction – 91.80 Hours Worked
- Ground Passenger Fee Implementation – 39.60 Hours Worked
- BTI Access Issues – 16.70 Hours Worked
- Turnagain Marine Construction Corp. Complaint – 11.70 Hours Worked
- Collin Lease Dispute (Harbor Triangle) – 6.00 Hours Worked
- Bradley Adams-US DOL – 4.60 Hours Worked
- General Administration – 3.50 Hours Worked
- Collin Lease Dispute (Harbor Store) – 2.60 Hours Worked

- Title 3 Tax Revisions – 1.80 Hours Worked
- Collin Lease Dispute (Harbor Loop) – 1.70 Hours Worked
- General Tax Matters – 0.90 Hours Worked
- Whittier Marina Condominium Association Lease – 0.90 Hours Worked
- Whittier Seafood Bankruptcy – 0.30 Hours Worked
- Council Policy Manual – 0.20 Hours Worked

II. SUMMARY OF LEGAL WORK BY MONTH

The following provides a summary of legal services provided by month. Please be aware that attorney-client matters involving personnel or other confidential or privileged matters are noted only generally. To the extent Council would like an assessment of those matters, a separate attorney-client privileged report can be provided.

April 2026

Attorney Holly Wells analyzed and addressed tax apportionment questions, handled Council manual revisions, and conducted legal research related to the ground passenger fee implementation. Attorney Wells continued to discuss the status of the City's ongoing projects with the City Administration team.

Attorneys Michael Schwarz, Matthew Widmer, Richard Moses, and Holly Wells addressed several lease matters through correspondence with title companies and City Administration, research and analysis of the City's current code provisions, and drafting correspondence to lessees to mitigate issues.

Attorneys Schwarz, Moses, and Wells met with the City Manager and Harbor Master and attended the Council meeting.

Attorneys Brian Gerd and George Pitts handled motion practice in the Eric Fleming Injunction litigation that is in Superior Court and the Alaska Supreme Court.

Attorney Arina Filippenko conducted legal research regarding sales tax apportionment for sales tax and ground passenger fee issues.

Attorney Valerie Delatorre conducted legal research regarding property rights associated with harbor slips.

Attorney Haley Wehrheim conducted legal research regarding rules of professional conduct in support of a determination letter to the City, related to the ground passenger fee implementation.

Attorney Jennifer Alexander handled an ongoing Department of Labor investigation.

Paralegal Cherise Chong assisted the legal team with drafting the 2026 first quarter city attorney report.

May 2026

Attorney Wells coordinated the legal team and City Administration team to address lease violations, ground passenger fee implementation questions, and executive session procedures. She also attended City Council meetings.

Attorneys Schwarz, Widmer, Moses, and Wells continued to address multiple lease matters.

Attorneys Gerd conducted legal research governing tolls and ground passenger fees in relation to a State's request for information. Attorney Hannah Clancy prepared a response to the State.

Attorney Clancy addressed Begich Tower Inc. (BTI) access issues by reviewing BTI bylaws and other historical documentation, preparing a resolution draft, and corresponding with the City Manager and acting Assistant City Manager.

Attorney Pitts reviewed the City's proofs of claim in relation to the Whittier Seafood Bankruptcy matter and corresponded with the Finance Director and City Manager regarding the claim distribution and status.

Attorney Moses had begun handling a Turnagain Marine Construction Corporation litigation.

Attorneys Gerd and Pitts continued to lead the Eric Fleming Injunction motion practice.

Attorney Adam Cook researched and advised the City on a potential bid protest.

Paralegal Chong coordinated the legal team to revise and finalize the 2026 first quarter city attorney report.

June 2026

Attorney Wells attended City work sessions and meetings. She also conducted legal research and drafted memorandums on several outstanding matters, such as leasing issues, the Open Meetings Act, conflicts of interest, and constitutional questions.

Attorneys Wells and Clancy continued to correspond with the State's acting attorney general regarding a proposed ground passenger fee ordinance. Separately, they corresponded with BTI's homeowners association and conducted legal research to address BTI access issues.

Attorneys Schwarz, Widmer, Moses, and Wells continued to address multiple lease matters.

Attorney Moses continued to address the Turnagain Marine Construction Corporation litigation by coordinating with the parties and preparing motion practice. He also attended City Council meetings.

Attorney Filippenko conducted legal research regarding docking fee taxation and sales tax caps.

Attorney Gerd continued to lead the Eric Fleming Injunction motion practice.

Paralegal Chong handled the review and responses to public records requests.

III. PRIORITIES FOR THE THIRD QUARTER OF 2026 (July 1, 2026-Sept. 30, 2026)

Currently, our team is working closely with the City Manager and Administrative team to work through pending priorities and objectives of Council. Our priorities include addressing the implementation of the ground transportation fee that became effective January 1, 2026, revising and reviewing Title 4 of Whittier Municipal Code alongside the City Clerk, and working with the City Manager on ARRC land matters.

IV. CONCLUSION

While we made every attempt to be comprehensive in this report, the legal work performed on Whittier's behalf is extensive, and this report provides only an overview of that work. To the extent Council members have specific questions that may require additional research, we encourage members to provide City Clerk/Assistant City Manager Carlson with those questions before the Council meeting, so we are prepared to provide knowledgeable and thorough responses.

Sponsored by: Pinquoch

Introduction Date: August 4, 2026

Public Hearing/Enactment Date: _____, 2026

**CITY OF WHITTIER, ALASKA
NON-CODE ORDINANCE 2026-004**

A NON-CODE ORDINANCE OF THE CITY COUNCIL OF WHITTIER, ALASKA EXEMPTING INCUMBENT LEASEHOLDERS AND SUBLESSEES OF CITY PROPERTY INTERESTS FROM WHITTIER MUNICIPAL CODE 3.38.480 AND ADOPTING AN APPLICATION PROCESS THAT ALLOWS SUCH LESSEES AND SUBLESSEES TO APPLY FOR DIRECT NEGOTIATION OF A NEW LEASE WITH THE CITY ON THE SAME PROPERTY LEASED OR SUBLEASED BY APPLICANTS SO LONG AS THE LEASE OR SUBLEASE EXPIRED OR WILL EXPIRE IN 2026 AND THE APPLICATION IS RECEIVED WITHIN 14 DAYS OF THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the City of Whittier adopted new laws governing leasing of interests in City property in 2023; and

WHEREAS, many long-term leaseholders failed to comply with provisions that allowed incumbent leaseholders to apply for an exemption from competitive bidding procedures when certain criteria were met; and

WHEREAS, City Council finds that it is in the best interest of the City to allow incumbent leaseholders to apply for exemption both from competitive bidding and competition in the lease application process given that many of these leaseholders may have longstanding businesses in full operation and improvements in which such leaseholders have made substantial investment and the City and the public has an interest in fostering these investments in the community; and

WHEREAS, the City Administration attempted to give some of these incumbent leaseholders an opportunity to apply for an exemption under WMC 3.38.480 but the City Attorney recommended against doing so as the time period in which an application for exemption may be filed had expired; and

WHEREAS, allowing incumbent leaseholders an opportunity to apply for an exemption from competitive leasing provisions serves a legitimate public purpose because it allows the City Manager, and ultimately the City Council, the ability to consider the reasons for allowing an exemption but ensures an exemption is only granted when specific criteria are met demonstrating that an exemption promotes the best interest of the City, its taxpayers, economic development, and growth within the community,

NOW, THEREFORE, THE WHITTIER CITY COUNCIL ORDAINS:

Section 1. Exemption. Leases expiring in 2026 shall not be subject to WMC 3.38.480 or any other provision of Chapter 3.38, "Lease of City Lands," that would prohibit lessees or sublessees with leases expiring in 2026 from applying for an exemption from competition in the lease application process.

Section 2. Application for Direct Negotiation of A New Lease-Eligible Applicants. All lessees and sublessees of City property or an interest in City property with long term leases or subleases that expired or expire in 2026 may apply for direct negotiation of a new lease so long as all provisions of this section are met:

- A. The applicant was the lessee or sublessee of a lease or sublease on the same property for which the lessee or sublessee is applying for direct negotiation of a new lease.
- B. The applicant, if lessee, was in full compliance with the terms of the lease at the time of its expiration.
- C. The lease expired in 2026.
- D. There are no outstanding payments owed to the City by the applicant.

Section 3. Direct Negotiation Application Criteria.

- A. A lessee or sublessee seeking to enter into a new lease with the City under this Ordinance must submit a lease application within 14 days from the effective date of this ordinance. At a City Council meeting held no more than 45 days after the deadline for applications, the City Manager shall submit all timely and complete applications, along with the City Manager's recommendation for approval, denial, and conditions of the applications, to City Council.
- B. An application for direct negotiation shall be submitted on the same form as an application for lease renewal or approval under WMC 3.38.480 or another form that the City Manager makes available on the Effective Date of this ordinance.
- C. City Council shall consider the following factors when determining whether to approve an application for direct negotiation under this ordinance:
 - 1. Applicant's past capital investment and binding commitment to future capital investment on the property;
 - 2. Applicant's financial condition and prior lease history;
 - 3. The number of persons employed and the prospect for future employment;
 - 4. Tax revenues and other financial benefits to the City anticipated in the future if direct negotiation is permitted and a new lease is executed without the acceptance of other lease applications or competitive bidding;
 - 5. Consistency of past use and intended future use with all applicable laws, including land use codes and regulations, the comprehensive plan, and overall economic development plan;
 - 6. Other opportunities for use of the property that may provide greater benefit to the public; and

7. Other social, policy, and economic considerations as determined by City Council.

D. City Council may consider other factors so long as those factors are applicable to supporting legitimate public interests and not solely the personal interest of the applicant.

E. City Council may approve an application, deny the application, or approve the application with conditions. No applicant has a right to a lease of City property. No applicant has an existing property interest in the approval of an application for direct negotiation. Council's consideration of an application for direct negotiations is based on the best interest of the public and thus constitutes a legislative, not quasi-judicial consideration. City Council may not approve an application for direct negotiation unless it finds that doing so serves a legitimate public purpose and all of the criteria weigh in favor of granting the application. City Council may impose any conditions on approval that City Council finds are necessary to serve the public interest.

F. An application for approval of direct negotiations under this ordinance shall be subject to all other requirements under Chapter 3.38 of the Whittier Municipal Code and all other applicable federal, state, and local laws.

G. There is no right to appeal a denial of an application for direct negotiation.

Section 4. Classification. This Ordinance is not permanent and is a non-code ordinance.

Section 5. Effective Date. This ordinance shall become effective upon adoption and shall cease to be in effect on January 1, 2027.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this ____ day of _____, 2026.

Victor Shen
Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Shelby Carlson
Acting City Clerk

(City Seal)

**MEMORANDUM**

TO: WHITTIER CITY COUNCIL

FROM: HOLLY C. WELLS

**RE: RESOLUTION NO. 2026-035 AND ORDINANCE
NO. 2026-004**

CLIENT: CITY OF WHITTIER

CLIENT NO: 507456.96

DATE: JULY 28, 2026

I. INTRODUCTION

Ordinance No. 2026-004 (the “Ordinance”) and Resolution No. 2026-035 (the “Resolution”) were drafted at the direction of City Council to amend the City’s leasing procedures to allow incumbent leaseholders and sublessees on City property to apply for direct negotiations with the City for leasehold interests on property owned or leased by the City. This memorandum summarizes the purpose, intent, and substance of the Ordinance and the Resolution and discusses the laws that govern and inform City Council’s consideration of the proposed instruments.

II. SUMMARY AND BACKGROUND

On September 19, 2023, the City of Whittier adopted Ordinance 2023-003, which repealed outdated leasing provisions governing leases and subleases of City property and interests in City property. This ordinance was adopted after the City held three public hearings on the same to ensure maximum public participation, notice, and knowledge of the changes. The City knew any changes to its leasing policies would be highly contentious and of great interest to the community, especially the business community, and the City Administration. City Council wanted to ensure that all voices were heard during that process in 2023. Members of the business community attended these public hearings and shared comments regarding the process. Certain provisions were incorporated into the ordinance that allowed incumbent leaseholders an opportunity to apply for an exemption from competitive bidding. But an application was required to be submitted approximately one year before the expiration of a lease to ensure that a decision would be made regarding the future disposition of the property before the lease expiration. Further lease provisions were drafted to require City Council’s approval of any long-term lease award, regardless of whether the lease was disposed of through a lease application process or competitive bidding.

The 2023 lease provisions require City Council to consider and annually update a Land Allocation Plan. The Land Allocation Plan requires City Council to identify City parcels available for lease/sublease and identify the method of disposition of the interest in available parcels. All leases/subleases that are not specifically subject to competitive bidding by City Council are leased through a lease application process. While the application process does not require competition, it does provide a method for City Administration to consider lease applications when more than one lease application was submitted for a single parcel.

On May 26, 2026, City Council adopted Ordinance No. 2026-002 suspending the City's Land Allocation Plan requirement through December 31, 2027. The suspension allowed the City to complete negotiations with the Alaska Railroad Corporation regarding land sales and exchanges that would necessarily affect the parcels addressed in the City's Land Allocation Plan. Although the Land Allocation Plan provisions are suspended, WMC 3.38.330 is still effective:

Unless dedicated or reserved to another purpose, all real property including tide, submerged or shore lands to which the city has a right, title and interest as owner or lessee, or to which the city may become entitled, may be leased as provided in this chapter. In the case of any conflict between this chapter and any local, state or federal law governing the leasing of city lands, this chapter shall prevail to the greatest extent permitted by law.

However, City Council did not designate which City parcels are available for lease and how these leases will be awarded; yet its right to do so remains.

City Administration consulted with legal counsel on how to navigate expiring leases given the suspension of the Land Allocation Plan and the lack of Council direction on how parcels would be leased in its absence. While the Administration considered simply accepting lease applications on the parcels at issue, the criteria for considering lease applications is established by City Council in the Land Allocation Plan process under WMC 3.38.360. Thus, in light of the suspension of the Land Allocation Plan and the lack of criteria for considering a lease application, the City Manager proposed the use of the competitive bidding process, which has clear criteria identified in the Code that remains in effect despite the suspension of the Land Allocation Plan. In an attempt to address the lease issues as governed by the Code, Administration brought forward resolutions for extensions of all expiring leases, recommending that City Council extend leases where the leaseholder was operating a compliant business on the leased/subleased premises. Administration did not recommend extending leases where parcels were used for storage or where the existing leaseholder subleased property and the sublessee, rather than the current leaseholder, was engaged in business operations. Instead, Administration recommended that those leases expire without renewal, allowing the City to put those parcels out for competitive bid, to ensure the City could consider all options for the lease of such property and apply the criteria under the Code. Administration ultimately proposed that all leases be subject to competitive bidding once the lease, or the lease extension, expired – Legal Counsel confirmed Administration's approach was proprietary.

In furtherance of its approach, City Administration developed a comprehensive presentation for Council and the public regarding the proposed competitive bid process. Council members made it clear during Administration's presentation that it did not want to dispose of the properties via competitive bid. Instead, City Council wanted to explore other options that would allow incumbent leaseholders, many of which had built improvements on the leasehold property and had been operating businesses for decades, an opportunity to directly negotiate with the City for a new lease.

City Administration also attempted to allow at least one incumbent leaseholder to apply for an exemption from competitive bidding. Indeed, WMC 3.38.480 allows City Council, "upon written recommendation by the City Manager," to exempt the renewal of a lease from competitive bidding if "Council finds such an exemption serves the City's best interests." City Administration intended to recommend exemption for: (a) the parcels on which the incumbent leaseholders are directly operating businesses, and (b) those businesses were in full compliance with the lease terms, and (c) improvements were constructed and properly maintained. However, Legal Counsel advised Administration that this application process was no longer available because a lessee seeking such an exemption must submit a lease application and written request for a new lease at least one year before the expiration of their lease.

Despite recommendations by the City Manager that were grounded in the actual use and operations of incumbent leaseholders, City Council weighed different factors. City Council ultimately granted the lease extensions recommended by the City Manager as well as other lease extensions that were not recommended by the City Manager. City Council appeared to second-guess its direction regarding lease extensions at a subsequent meeting, passing recommending that the City Manager enter into short-term leases with all incumbent leaseholders to allow City Council to make changes to existing law. At least one Council member implied that Administration would refrain from removing improvements while City Council considered how to move forward. These comments by City Council created confusion among incumbent leaseholders and the Administration, who were unsure what action would be taken under the expired lease terms.

Legal Counsel informed City Council of the available options, including: (a) adopting a law to extend the time period for applying for an exemption from competitive bidding via ordinance; (b) approving the competitive bid process; or (c) approving the lease application process for all parcels. But no City Council member independently requested an ordinance or resolution either adopting an application for direct negotiation process or approving a specific lease disposition method until the June City Council meeting. At the meeting, City Council again discussed the options available to it and directed Legal Counsel to prepare the Ordinance adopting an application that allows incumbent leaseholders and sublessees to apply for direct negotiation and the Resolution suspending long-term leasing on the property until October 2026 unless otherwise approved by Council. The Ordinance and Resolution reflect Legal Counsel's best attempt to capture the objectives of City Council in proposed legislation.

III. SUBSTANCE OF THE ORDINANCE AND RESOLUTION

The following provides a summary of the purpose and substance of the Ordinance and the Resolution.

A. The Ordinance

The Ordinance, as proposed, permits all lessees and sublessees of City property or an interest in City property with long term leases or subleases that expired or expire in 2026 to apply for direct negotiation of a new lease so long as all of the following provisions are met:

- A. The applicant was the lessee or sublessee of a lease or sublease on the same property for which the lessee or sublessee is applying for direct negotiation of a new lease.
- B. The applicant, if lessee, was in full compliance with the terms of the lease at the time of its expiration.
- C. The lease expired in 2026.
- D. There are no outstanding payments owed to the City by the applicant.

The Ordinance requires a lessee or sublessee who seeks direct negotiations with the City for a new lease to submit an application within 14 days from the effective date of the Ordinance. The Ordinance also provides specific criteria that must be considered by City Council, which include:

- 1. Applicant's past capital investment and binding commitment to future capital investment on the property;
- 2. Applicant's financial condition and prior lease history;
- 3. The number of persons employed and the prospect for future employment;
- 4. Tax revenues and other financial benefits to the City anticipated in the future if direct negotiation is permitted and a new lease is executed without the acceptance of other lease applications or competitive bidding;
- 5. Consistency of past use and intended future use with all applicable laws, including land use codes and regulations, the comprehensive plan, and overall economic development plan;
- 6. Other opportunities for use of the property that may provide greater benefit to the public; and

7. Other social, policy, and economic considerations as determined by City Council.

The criteria provided mirror the criteria in WMC 3.38.480, as that criteria was adopted by Council after careful consideration and three public hearings and ensures that the Ordinance does not deviate from the intent and purpose of the City's existing leasing policies. City Council may not approve an application for direct negotiation unless it finds that doing so serves a legitimate public purpose and all of the criteria weigh in favor of granting the application. The Ordinance also permits City Council to impose any conditions on approval that City Council finds are necessary to serve the public interest.

B. The Resolution

The Resolution provides a declaration of City Council's intent regarding the lease of City property and property interests while the Land Allocation Plan is suspended, at least until October 1, 2026. Specifically, it declares that "no interest in property held by the City shall be available for long-term lease until October 1, 2026 unless otherwise approved by City Council via resolution or ordinance." The Resolution defines "long-term lease" for purposes of the Resolution to include "any lease that is not a short-term lease or lease amendment or extension." It preserves the authority vested in the City Manager to enter short-term leases, execute lease amendments, grant short-term lease extensions, and approve permits on all property in which the City has an interest so long as the action complies with the Whittier Municipal Code. The Resolution also allows the City Manager to accept and evaluate applications for direct negotiations on property in which the City has an interest so long as City Council adopted a law permitting such applications. It also makes clear that the Resolution does not limit the City Manager's authority and duty to exercise custody over all real and personal property of the City, or to supervise enforcement of municipal law under AS 29.20.500 and Whittier Municipal Code. The Resolution does not affect the lease extensions, short term leases, enforcement of holdover provisions under expired leases or any enforcement actions taken by the City Manager under their authority under AS 29.20.500 and Whittier Municipal Code.

IV. NEXT STEPS IF THE ORDINANCE AND RESOLUTION ARE NOT ADOPTED

If the Ordinance and/or the Resolution are not passed by City Council, and the Code is not otherwise amended, we highly recommend that City Council provides City Administration with clear direction on the next steps and that City Council apply its Code provisions in doing so. Without any change to applicable laws, the City Manager will presumably take action to enforce the terms of the expired leases, which is necessary to minimize the City's liability and exposure under those expired leases. While the City Manager has extended leases, permits, and attempted to create clarity on property where leases have expired during City Council's uncertainty, a continued lack of direction puts the City's Administration in an extremely difficult position and prevents any use of the parcels, which directly contradicts the purpose of the City's lease provisions. To that end, if City Council does not adopt the Resolution, we recommend City Council:

1. Adopts a resolution declaring each parcel available for lease and identifying disposal by either lease application or competitive bidding under the Code. If a parcel is subject to lease applications, we recommend City Council identify the criteria to be considered when reviewing a lease application or simply specify the use of criteria in WMC 3.38.380. This process fully complies with existing City Code.

This approach essentially creates a Land Allocation Plan as it applies to the available parcels.

If City Council does not introduce the Ordinance or ultimately fails to adopt it, we again recommend the proposed Resolution above. If the Resolution is adopted but the Ordinance is not, we recommend the adoption of an ordinance amending the Code before October 1, 2026.

V. CRITERIA CONSIDERED IN COMPETITIVE BIDDING AND COMPETING LEASE APPLICATIONS

During Council discussions, there were many expressions of fear regarding the criteria considered when analyzing a lease application or competitive bid for a lease with the City. It is important for City Council to note that the criteria currently adopted in the City Code clearly accounts for consideration regarding many of the unique benefits that incumbent leaseholders may possess. Specifically, this criteria includes, *but is not limited to*:

1. Compatibility with neighboring uses and consistency with applicable land use regulations including the Whittier Comprehensive Plan;
2. The development plan including all phases and timetables;
3. The proposed capital investment;
4. Experience of the applicant in the proposed business or venture;
5. Financial capability or backing of the applicant including credit history, prior lease history, and assets that will be used to support the proposed development;
6. The number of employees anticipated;
7. The proposed rental rate;
8. Other financial impacts such as tax revenues, stimulation of related or spin-off economic development, or the value of improvements left behind upon termination of the lease;
9. Other long-term social and economic development; and

10. The residency or licensure of the applicant in the city and/or the State of Alaska, as identified in the city's request for proposal and permitted under state and federal law.

The above criteria also allows for flexible considerations when determining rental rates, which include not just the appraisal but the highest and best use of the land, existing and planned development, economic development objectives, the location of the property, and even alternative valuation methodologies as negotiated by both parties. See WMC 3.38.380(B).

When City Council drafted its lease provisions in 2023, it considered all of the concerns currently reflected by City Council. Council ensured that a lease application award could be based on consideration of the totality of the circumstances and not just on the highest rental rate offered. It carefully crafted criteria to ensure that the value and contributions and value of incumbent leaseholders and longstanding business operations within the City were weighed and reflected in the criteria. Further, the Code ensures that no lease application or competitive bid is awarded without Council approval.

The Ordinance allows City Council to essentially extend the application for direct negotiation currently reflected in its Code, and otherwise preserves the integrity of the lease provisions as adopted.

City Council is afforded substantial flexibility in considering lease applications for City-owned or leased property, but the City Council does have limitations on its considerations placed upon it by the Equal Protection Clause of the Alaska and United States Constitutions. Further, the City has obligations to the voters and the public as it essentially holds public property in trust for the public. Thus, City Council must consider and weigh criteria and determine that any lease awarded serves a legitimate *public* purpose. An award of a lease to an incumbent leaseholder simply because that leaseholder had it previously would not constitute a legitimate public purpose. The criteria outlined in the Ordinance and the criteria included in the Code are designed to ensure that both the City Council and the City Manager consider criteria that satisfies the constitutional requirements and also satisfies the obligations Council has to its constituents and the public at large.

Like the City Council, the City Manager also has a duty to consider criteria to ensure a legitimate public purpose in granting interests in City property. For this reason, it is imperative that the City Council respect the City Manager's decisions regarding whether to grant short-term leases based upon the interests of the public in the property at issue. The City Manager consistently and diligently tried to apply the Code in her decisions and she sought legal counsel regarding the legal compliance of those decisions. The only action Legal Counsel advised against was the City Manager's attempt to extend the application for exemption process to an incumbent leaseholder despite their failure to meet the deadline. In all other cases, the City Manager objectively weighed criteria when making permitting and lease extension recommendations.

VI. CONFLICTS OF INTEREST

Finally, when considering the proposed Ordinance and Resolution, we recommend that Council member Denmark and any other City Council member with an interest in a lease or sublease with the City disclose a conflict of interest and refrain from participating in discussions and decisions regarding any lease provision or practice. In a small area like the Whittier waterfront, the businesses awarded leases and the terms of those leases all impact one another. The adoption of an application for direct negotiation now provides a basis for demanding such an application process later. Competitive bidding on lease parcels near a Council member's leased parcels may bring unknown competition. Or, an incumbent leaseholder may have preestablished relationships or benefits from an existing leaseholder. While Council member Denmark declared his conflict of interest at the last meeting, City Council rejected his disclosure and required him to participate in motions and discussions regarding lease provisions and practices. While there was little harm in that participation, provided there was no ordinance or resolution before City Council at that time, there will be substantial risk of a violation if City Council again requires Council member Denmark's participation or vote. Whittier Municipal Code Chapter 3.38 governing City leases was adopted without Council member Denmark's participation, which preserved the integrity of those provisions. We highly recommend that City Council afford that same integrity to all ordinances and resolutions regarding leases in the harbor area going forward.

Similarly, to the extent Mayor Shen feels that his father's leasehold interest makes it difficult to objectively take action that directly affects his father's leasehold interest, we recommend that Council member Shen declare the conflict of interest under Alaska common law and that Council declare a common law conflict of interest and allow or require Mayor Shen to abstain from participation in actions and discussions directly pertaining to his father's leasehold interest. When considering conflicts of interest, it is necessary to consider both the City's conflict of interest provisions and the court's consideration of conflicts of interest under common law. Under common law, the Alaska Supreme Court previously found that a City Council member has a "substantial financial interest" when his or her property value or tax base would be impacted by an official action. In so finding, the Alaska Supreme Court did not rely upon a monetary threshold (i.e., more than \$500). Instead, it applied the intangible concept of "substantial financial interest". See *Griswold v. City of Homer*, 925 P.2d 1015, 1031 (Alaska 1996).

For this reason, and especially in light of the emotionally charged discussions surrounding Mr. Shen's lease with the City, we recommend City Council and its members consider conflicts of interest carefully both under common law and City Code. It is worth noting that while a common law conflict of interest would likely not exist when considering certain leasehold decisions, such as assignments, the refusal to grant an application for direct negotiation or to enforce or take action under a lease, for example, may trigger a common law conflict of interest. While a bright line rule for Council to follow similar to the substantial financial interest provision in the Code is ideal, it is important that Council consider the reality of conflicts under both common law and Code, especially when navigating an issue that incited extreme reactions from Council members, members of the public, and Administration.

VII. CONCLUSION

This memorandum provides City Council with an introduction to the Ordinance, the Resolution, and general considerations surrounding the lease provisions and potential actions facing City Council. We are available in person to discuss this memo and the proposed legislation with Council at its upcoming meeting.

Agenda Statement

Meeting Date: August 19, 2026
To: City Council
Through: Jackie C. Wilde, City Manager
From: David Borg, Harbormaster
Agenda Item: Non-Code Ordinance 2026-006



BACKGROUND, JUSTIFICATION, & INTENT:

The Harbor Department is requesting approval to install a chain-link fenced enclosure around the harbor dumpster east of the Harbor Store. The enclosure will create a defined, secure, and orderly waste area that improves site appearance, reduces windblown debris, discourages unauthorized dumping, and helps limit wildlife and pest access to refuse. Because this location is visible and regularly used by harbor staff, vendors, waste haulers, and the public, fencing will support a cleaner and safer working environment while keeping the dumpsters accessible for daily operations and collection services. The fence will include an option for privacy screening, two 4-foot pedestrian doors for staff access, and one large 16-foot gated opening to allow safe and efficient access for dumpster service, pickup, snow removal, and maintenance equipment. Due to the rising incidents of bear encounters and bears actively dumpster diving, and the risk of conflict between bears and humans, the Harbor finds this issue to be an immediate need. The Code requirements for competitive sealed bids will not allow staff to immediately address the danger of bears in the harbor, and the Administration recommends an alternative procurement process based on solicitation of competitive price quotes as provided in this action. Harbor staff reached out to three businesses for pricing on the proposed fencing project. Two businesses submitted bids, while the third business was non-responsive. This process provides competitive pricing information for the proposed work and supports moving forward with the project using the available bid information.

CONSISTENCY CHECKLIST:

	Yes	No	N/A
1. Legislative Priorities:	☐	☐	☒
2. Comprehensive Plan: 2.1.1 <i>Develop waste management plan</i> ; 3.1.3 <i>Improve safety within Harbor</i> ;	☒	☐	☐
3. Whittier Code:	☐	☐	☒
4. Other: <i>Address Council and Port & Harbor Commission concerns regarding bear/human interaction and safety in the community</i>	☒	☐	☐

FISCAL NOTE: Funding for the proposed chain-link fenced enclosure will come from Harbor Reserve Funds in the amount of \$9721.99.

ATTORNEY REVIEW: ☐ Yes ☐ No ☒ Not Applicable

RECOMMENDATION: Administration recommends approval of the quote from Maisey Fence LLC in the amount of \$9721.99 for the proposed chain-link fenced enclosure.

Sponsored by: Wilde
Introduction Date: August 19, 2026
Public Hearing/ Enactment: _____

**CITY OF WHITTIER, ALASKA
NON-CODE ORDINANCE 2026-006**

**A NON-CODE ORDINANCE OF THE CITY COUNCIL OF WHITTIER, ALASKA
AUTHORIZING THE PURCHASE AND INSTALLATION OF CHAIN-LINK FENCING
SURROUNDING HARBOR DUMPSTERS, FROM MAISEY FENCE LLC IN AN
AMOUNT NOT TO EXCEED \$9,721.99 AND APPROPRIATING FUNDS**

WHEREAS, the City of Whittier, Alaska's (the "City") is experiencing increasing incidents of bear/human conflicts associated with bears attracted to trash receptacles and dumpsters located in the Whittier Harbor, which represent a continued threat to public safety; and

WHEREAS, the City desires to take immediate action to reduce the ability of bears to access dumpsters and trash receptacles in order to deter bears from climbing in and around dumpsters where there is an increased risk to public health and safety. The increasing presence and boldness of bears increases the likelihood of human /bear interactions in the busy harbor and waterfront areas, causing unnecessary risk and placing at risk human safety and personal and public property; and

WHEREAS, Whittier Municipal Code 3.32.210 allows for emergency purchases without competition in cases where there is a threat to public health or safety, and where the procurement should be transacted without delay, and where the city manager shall report on such procurement to the council no later than the second regular meeting following the execution of the procurement; and

WHEREAS, by this Ordinance, the city manager is declaring a public safety hazard and seeking Council authorization for the procurement. Steps have been taken by Harbor staff to solicit competing quotes from three reputable companies, with a recommendation to award the contract to the lowest bidder.

NOW, THEREFORE, THE WHITTIER CITY COUNCIL ORDAINS:

Section 1. This is a non-code ordinance.

Section 2. The Whittier City Council finds it in the public interest to authorize the emergency purchase of fencing to be installed around existing Harbor trash receptacles, in accordance with Whittier Municipal Code 3.32.210 which allows for emergency purchases in lieu of Whittier Municipal Code 3.32.140 which otherwise requires competitive sealed bids, in accordance with the recitals above which are incorporated herein.

Section 3. Funding for this purchase is hereby appropriated from the Harbor Reserves Account No. 51-000-3000 to the Harbor Contracted Services Account No. 51-800-6565.

**CITY OF WHITTIER, ALASKA
NON-CODE ORDINANCE 2026-006**

Page 2 of 2

Item # 8.

Section 4. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council
on this 19th day of August, 2026.

Victor Shen
Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Shelby Carlson
Acting City Clerk

(City Seal)



Start

ID: 9EC50E3B-3709-48FA-9DAB-A9FC4A196915

Item # 8.



Maisey Fence, LLC

Address: 6109 Mike Street Anchorage, AK 99518
Phone: (907) 302-1819
Email: info@maiseyfence.com

PRIVACY SLATS

Estimate Number: 042959

Sent: 8/13/2026

Valid Until: 9/12/2026

PREPARED FOR:

Kyle Loan

Address: 1 Harbor Road, Whittier, AK 99693
Phone: (907) 854-2897
Email: deputyharbormaster@whittieralaska.gov

DESCRIPTION	QTY	UNIT	RATE	TOTAL
Includes privacy slats for 92' fence Color choice selected by customer	1	Each	\$1656.69	\$1656.69

Total: \$1656.69

Terms and Conditions

- Maisey Fence will make every effort to install the client's fence by the scheduled start date. However, Maisey Fence will not be responsible for any delays in the start of the project due to events that are beyond our control, including weather, delays with tree removal, delayed material shipments, etc. If there are any delays in a customers start date, Maisey Fence will reach out to the customer contact on file to inform them.
- Maisey Fence will not be held liable for any incorrect placement of the build. It is the customer's responsibility to inform Maisey Fence of the placement prior to the scheduled build date. If the customer

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changes any details of the build, prior to, or during, the customer may be subject to additional charges.

- Maisey Fence does not perform any surveys of property lines prior to the job start date. It is the responsibility of the customer to know where their property lines or located.

- A 50% deposit is due once the estimate has been reviewed and accepted by the customer. Please DO NOT mark accepted on the estimate via QuickBooks. We are not notified when an estimate is marked accepted. If you wish to proceed with your fence project, please contact our office directly via phone call, text or email. Once a 50% deposit has been received and all required documentation has been signed and returned, the customers project will be scheduled, and the customer will be provided with a start and finish date. Once a customer has been scheduled, all materials for the project will be ordered. The responsibility resides with the customer for 100% liability of the cost of work, regardless of any agreements made between neighboring parties.

- Should the customer need to cancel after a project date has been secured and materials have been ordered, Maisey Fence will refund up to 80% of the paid deposit back to the paying customer via check.

- Once a job has been completed, any remaining balance will be due within 7 days after completion of the

work. If there is any delay in the remaining payment, a surcharge fee of 10% will be added to the balance owed. The 10% surcharge fee will continue to accrue every 30 days until the balance is paid in full.

- All jobs are scheduled with a start and finish date. The time between the start and finish date is (1) week, unless otherwise discussed with the customer. For example, if your job is scheduled to start on a Monday, we will tear out any existing fence if needed and set all the new posts. A crew will return the following Monday to finish and enclose the yard. The week between the start and finish date allows for concrete to fully set up prior to adding any additional weight to the posts. During this time, Maisey Fence will not be held responsible for enclosing the customers yard unless temporary fence panels are rented and set up on the start date.

- Maisey Fence is not responsible for contacting neighbors to inform them of the scheduled work. We ask that all customers communicate with neighbors so they're aware of the scheduled project. If Maisey Fence has to postpone work due to upset neighbors, the project will be rescheduled to the next available start date on our schedule.

- Maisey Fence will contact the local Underground Service Alert one week prior to the project dates to place a utility locate. The customer acknowledges their contact information will be provided on the locate ticket and they may be contacted by either Maisey Fence or the utility company regarding this locate. We ask that the customer remove any locks on existing gates to allow the utility companies to enter the yard. We are not given specific dates/times of when they arrive and if they're unable to enter the yard, the project may be postponed due to unlocated utilities. The utilities that are located are: gas, electric, telephone and internet. If there are any private utilities on the property, it is the customer's responsibility to have them located prior to the start of the project. Most private utilities are septic and water.

- The customer agrees to clear the fence line of all obstructions such as trees, firewood, personal yard items, etc., 3' on either side unless discussed during the estimate. In an event this is not completed before the crew arrives on the scheduled dates, the project may be rescheduled to the next available start date, and/or an additional charge may accrue if Maisey Fence must remove anything from the build area. When Maisey Fence is tearing out any existing fence, we may leave existing concrete in the ground if we are not setting a post in the same location. We will cut posts below ground level but will leave the concrete ball. If the customer would prefer us to tear out all existing concrete, it is the customer's responsibility to inform Maisey Fence office staff so an appropriate tear out charge is billed to the customer, and a note is made on the project paperwork prior to the project start date.

- The customer agrees to clean the yard of any animal debris that crews may step in/material may be placed on. If this is not completed before the provided start date, the job may be rescheduled to the next available start date on our schedule or a clean up fee may be applied to the final invoice.

- The customer agrees that any animals, pets and/or livestock are the responsibility of the property owner during the build, from setting posts to completion of the fence, and Maisey Fence will not be held liable for them during the time the crews are onsite or while the fence is down.

- It is the customer's responsibility to know the city, municipality, neighborhood and/or HOA rules for their property as it pertains to fence regulations. Maisey Fence will not be held liable if the build is outside local regulations or must be torn down and/or relocated.

- The customer acknowledges that Maisey Fence may need access to power outlets and/or water hook ups during the build process. If this is a concern of the customer, we ask that any concerns are brought to our

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attention prior to the project start date so Maisey Fence can provide an alternative.

- Maisey Fence does not provide warranties on any builds or repairs. We are happy to resolve any customer concerns after the build has been completed, but it is the customers sole responsibility to maintain the life and durability of the fence installed.

- Maisey Fence is not liable for any ground movement that may cause post heaving or ground shifting, additional costs may accrue. Maisey Fence does set our posts in a way to prevent this from occurring in the future.

- Maisey Fence is not liable for material cracking or warping due to the weather. It is the customers responsibility to inform Maisey Fence of any issues or concerns with materials used within 7 days of the job completion date. If it is brought to our attention after the 7-day mark, a charge may accrue for the replacement of any material.

- Maisey Fence is not liable for any warping of gates with or without a custom metal frame, although using a metal frame significantly decreases the possibility of warpage.

- Maisey Fence does not provide dirt removal or clean up. Dirt that is dug out when posts are set will be dispersed around the new post. We will not haul away any extra dirt, rocks or debris that is dug out of the ground. If the customer wants dirt removed or cleaned up, an additional charge will accrue.

- Maisey Fence does use a Kubota Skid Steer (Model SCL1000) when tearing out existing fences and setting new posts. This machine may leave track marks in the customers yard. Maisey Fence will not be held liable for any damage caused by driving the machine through the yard.

- If the customer would like to avoid having the machine in their yard, it is the customer's responsibility to inform the Maisey Fence office staff so the estimate cost can be updated. All initial estimates are priced based on Maisey Fence using this machine.

*This machine weighs ~3000lbs.

Example of the skid steer Maisey Fence uses:

https://www.kubotausa.com/images/default-source/product-landing-pages-images/lp_cop_scl.png?sfvrsn=10df059c_1

- Maisey Fence recommends that the customer stains or paints any wood fences that are built to protect from weathering. Maisey Fence offers pre-stained options for most wood-style fences and can provide an estimated cost to the customer if requested.

- If you wish to have Maisey Fence provide upkeep on your newly built fence, check out our fence subscription plan.

• Maisey Fence reserves the right to deny service at our discretion based off Federal and State laws.

Item # 8.

Customer Signature

Date

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Acorn
FINANCE

Compare monthly payment options from
multiple lenders

[Check offers now](#) No impact on your credit score

tomatic)

**Maisey Fence, LLC**

Address: 6109 Mike Street Anchorage, AK 99518
Phone: (907) 302-1819
Email: info@maiseyfence.com

92' GALV CL

Estimate Number: 022859

Sent: 8/13/2026

Valid Until: 9/12/2026

PREPARED FOR:**Kyle Loan**

Address: 1 Harbor Road, Whittier, AK 99693
Phone: (907) 854-2897
Email: deputyharbormaster@whittieralaska.gov

DESCRIPTION	QTY	UNIT	RATE	TOTAL
~92' fence No tear-out & removal of existing fence Installing new 8' tall galvanized chain-link fence Terminal posts 2 3/8" Line posts 1 7/8" Top rail 1 3/8" Includes (2) 4' width walk gates Includes (1) 16' width drive gate Note: No additional dirt work will be completed after fence installation; anything dug up will be left at post holes. This includes rocks, clay, dirt, etc.	1	Each	\$8065.30	\$8065.30
Total:				\$8065.30

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Terms and Conditions

- Maisey Fence will make every effort to install the client's fence by the scheduled start date. However, Maisey Fence will not be responsible for any delays in the start of the project due to events that are beyond our control, including weather, delays with tree removal, delayed material shipments, etc. If there are any delays in a customer's start date, Maisey Fence will reach out to the customer contact on file to inform them.
- Maisey Fence will not be held liable for any incorrect placement of the build. It is the customer's responsibility to inform Maisey Fence of the placement prior to the scheduled build date. If the customer changes any details of the build, prior to, or during, the customer may be subject to additional charges.
- Maisey Fence does not perform any surveys of property lines prior to the job start date. It is the responsibility of the customer to know where their property lines or located.
- A 50% deposit is due once the estimate has been reviewed and accepted by the customer. Please DO

NOT mark accepted on the estimate via QuickBooks. We are not notified when an estimate is marked accepted. If you wish to proceed with your fence project, please contact our office directly via phone call, text or email. Once a 50% deposit has been received and all required documentation has been signed and returned, the customers project will be scheduled, and the customer will be provided with a start and finish date. Once a customer has been scheduled, all materials for the project will be ordered. The responsibility resides with the customer for 100% liability of the cost of work, regardless of any agreements made between neighboring parties.

- Should the customer need to cancel after a project date has been secured and materials have been ordered, Maisey Fence will refund up to 80% of the paid deposit back to the paying customer via check.
- Once a job has been completed, any remaining balance will be due within 7 days after completion of the work. If there is any delay in the remaining payment, a surcharge fee of 10% will be added to the balance owed. The 10% surcharge fee will continue to accrue every 30 days until the balance is paid in full.
- All jobs are scheduled with a start and finish date. The time between the start and finish date is (1) week, unless otherwise discussed with the customer. For example, if your job is scheduled to start on a Monday, we will tear out any existing fence if needed and set all the new posts. A crew will return the following Monday to finish and enclose the yard. The week between the start and finish date allows for concrete to fully set up prior to adding any additional weight to the posts. During this time, Maisey Fence will not be held responsible for enclosing the customers yard unless temporary fence panels are rented and set up on the start date.
- Maisey Fence is not responsible for contacting neighbors to inform them of the scheduled work. We ask that all customers communicate with neighbors so they're aware of the scheduled project. If Maisey Fence has to postpone work due to upset neighbors, the project will be rescheduled to the next available start date on our schedule.
- Maisey Fence will contact the local Underground Service Alert one week prior to the project dates to place a utility locate. The customer acknowledges their contact information will be provided on the locate ticket and they may be contacted by either Maisey Fence or the utility company regarding this locate. We ask that the customer remove any locks on existing gates to allow the utility companies to enter the yard. We are not given specific dates/times of when they arrive and if they're unable to enter the yard, the project may be postponed due to unlocated utilities. The utilities that are located are: gas, electric, telephone and internet. If there are any private utilities on the property, it is the customer's responsibility to have them located prior to the start of the project. Most private utilities are septic and water.
- The customer agrees to clear the fence line of all obstructions such as trees, firewood, personal yard items, etc., 3' on either side unless discussed during the estimate. In an event this is not completed before the crew arrives on the scheduled dates, the project may be rescheduled to the next available start date, and/or an additional charge may accrue if Maisey Fence must remove anything from the build area. When Maisey Fence is tearing out any existing fence, we may leave existing concrete in the ground if we are not setting a post in the same location. We will cut posts below ground level but will leave the concrete ball. If the customer would prefer us to tear out all existing concrete, it is the customer's responsibility to inform Maisey Fence office staff so an appropriate tear out charge is billed to the customer, and a note is made on the project paperwork prior to the project start date.
- The customer agrees to clean the yard of any animal debris that crews may step in/material may be

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placed on. If this is not completed before the provided start date, the job may be rescheduled to the next available start date on our schedule or a clean up fee may be applied to the final invoice.

- The customer agrees that any animals, pets and/or livestock are the responsibility of the property owner during the build, from setting posts to completion of the fence, and Maisey Fence will not be held liable for them during the time the crews are onsite or while the fence is down.
- It is the customer's responsibility to know the city, municipality, neighborhood and/or HOA rules for their property as it pertains to fence regulations. Maisey Fence will not be held liable if the build is outside local regulations or must be torn down and/or relocated.
- The customer acknowledges that Maisey Fence may need access to power outlets and/or water hook ups during the build process. If this is a concern of the customer, we ask that any concerns are brought to our attention prior to the project start date so Maisey Fence can provide an alternative.
- Maisey Fence does not provide warranties on any builds or repairs. We are happy to resolve any customer concerns after the build has been completed, but it is the customers sole responsibility to maintain the life and durability of the fence installed.
- Maisey Fence is not liable for any ground movement that may cause post heaving or ground shifting, additional costs may accrue. Maisey Fence does set our posts in a way to prevent this from occurring in the future.
- Maisey Fence is not liable for material cracking or warping due to the weather. It is the customers responsibility to inform Maisey Fence of any issues or concerns with materials used within 7 days of the job completion date. If it is brought to our attention after the 7-day mark, a charge may accrue for the replacement of any material.
- Maisey Fence is not liable for any warping of gates with or without a custom metal frame, although using a metal frame significantly decreases the possibility of warpage.
- Maisey Fence does not provide dirt removal or clean up. Dirt that is dug out when posts are set will be dispersed around the new post. We will not haul away any extra dirt, rocks or debris that is dug out of the ground. If the customer wants dirt removed or cleaned up, an additional charge will accrue.
- Maisey Fence does use a Kubota Skid Steer (Model SCL1000) when tearing out existing fences and setting new posts. This machine may leave track marks in the customers yard. Maisey Fence will not be held liable for any damage caused by driving the machine through the yard.

- If the customer would like to avoid having the machine in their yard, it is the customer's responsibility to

inform the Maisey Fence once start so the estimate cost can be updated. All initial estimates are priced based on Maisey Fence using this machine.
*This machine weighs ~3000lbs.

Item # 8.

Example of the skid steer Maisey Fence uses:

https://www.kubotausa.com/images/default-source/product-landing-pages-images/lp_cop_scl.png?sfvrsn=10df059c_1

• Maisey Fence recommends that the customer stains or paints any wood fences that are built to protect from weathering. Maisey Fence offers pre-stained options for most wood-style fences and can provide an estimated cost to the customer if requested.

• If you wish to have Maisey Fence provide upkeep on your newly built fence, check out our fence subscription plan.

• Maisey Fence reserves the right to deny service at our discretion based off Federal and State laws.

SignatureAPI Envelope ID: C0288761-0866-4CC8-A440-35B2107E7665

Customer Signature

SIGN

Date



Compare monthly payment options from multiple lenders

Check offers now

No impact on your credit score

(Automatic)

Sent by *Alex Grant on Aug 13, 2026

Sent



251 West 106th Avenue • Anchorage, AK 99515 • Phone: 907-334-8044

Kyle Loan
Phone: 907-854-2897

Job Address:
1 Harbor View Dr
Whittier

Print Date: 8-13-2026

Proposal Breakdown

Items	Description	Qty/Unit
8' Black Chain Link Fence [Chain Link] (6490-15)	8' Chain Link Fence 09 Gauge With Green Privacy Screen to replace all existing wood fencing. 2-7/8" Terminal Posts 2-3/8" Line Posts 8' Slatmaster 80% KK Brn 25' RL Stapled 9ga 1.2 oz GBW Privacy slats come pre manufactured for long lasting durability. Includes three stranded barb wire with angled barb arms. All posts will be driven	92 LF
16' Double Wide Swing Gate Chain Link Fence Gate	Install 16' Wide Chain Link Fence Gate - Style to match existing or proposed fence design. - Posts to be set on 2 3/8" posts set in concrete	1 EA
4' Wide Chain Link Fence Gate Fence Gate	Install 4' Wide Chain Link Fence Gate - Style to match existing or proposed fence design. - Posts to be set on 2 3/8" posts embedded in concrete	2 EA

Total Price: \$16,400.00

PAYMENT TERMS: Half down payment & remaining balance upon completion for all contracts and change orders under \$75,000.00 unless project/original contract is unable to be completed in its entirety by the end of the season. A progress payment will be required for work completed up to the date when work can no longer commence/stoppage on the project for that season. Change orders to the contract do not hold up payments for completed original contract scope. All Change Orders require 50% deposit before work is performed. For all contracts with amounts of \$75,000 or more - project deposit will be 50% down with remaining balance to be broken up into progress payments based on 65% and 85% completion. At 100% completion - final balance is due.

*Due to the nature of the changing economy, all pricing is subject to change after 7 days from quotation date.

* If, after the date of this signed contract, new, enacted, increased or enforced import duties/tariffs or additional costs above the material priced by Titan are levied on materials required for the production of the goods covered herein, the Seller may adjust the contract price to reflect the resulting cost increase.

*All Credit Card transactions are billed an additional 3% for processing and handling.

*All deposits are non-refundable. Unpaid balances will be charged 18% annual interest after 7 days of job completion plus all legal fees involved in collection of all delinquent balances.

*Titan reserves the right to send a Notice of Right to Lien on any projects with balances owed after 15 days of completion.

NOTES TO PROPOSAL/SUPPLEMENTARY CONDITIONS:

Proposal line items are bid as a collective project. Omissions of certain line items may adjust price to cover general overhead costs, such as mobilization fees. The following are excluded from this contract unless specifically designated on this proposal: excavation of planters or planting pits, watering and maintenance after hydro-seed, plan submittals, municipal permitting/right-of-way, surveying, hand digging due to utility locations, complications due to unseen ground conditions, and settling due to sub-soils below 12" of work. Any alterations or deviations from the above contract that require additional time or cost require an accepted change order that may or may not become an extra charge over and above this contract. Additional work is billed per written quote or verbal direction - labor \$110.00 per man-hour for laborers and \$145.00 for foreman, material cost plus 25% and equipment hourly rental rate plus 20%, mobilization and demobilization of equipment to the work site - \$275.00 each. All pricing is based on measurements to the units listed above, i.e. square foot & linear foot. Any additional units over and above this contract will be charged accordingly, no matter the reason. Titan is not responsible due to damage caused by downspouts or property drainage not part of the scope of work of the project. Downspouts may cause damage to finished work including topsoil and seed and cause structures built adjacent to fail including post holes, asphalt/concrete, and retaining walls. Damage caused by downspouts or drainage issues – repairs to work are not covered under warranty and will be an additional charge to repair. Titan is not responsible for changes in site conditions due to the timing of when properties are bid, such as when the ground is covered with snow, leaves or other materials/equipment/debris on site that cover up the true nature of the ground. It may be determined that additional load outs, grading, fill or topsoil, or additional work may be required due to the now observable site condition. Due to inclement weather conditions, site conditions may change, which may require additional work to make the area workable again - example excessive water pooling may require a pump to remove the water. An additional charge for labor, materials and/or equipment will be assessed on projects where the weather during the project changes at rates stated above. It is the responsibility of the Homeowner to notify Titan if an HOA or other entity is required to approve the work to be performed. It is the responsibility of the homeowner to work with the HOA or other entity to obtain final approval for us to proceed with work. If Titan is required to provide drawings, samples, etc in the process of approval – additional charges for the work to be approved will apply.

Post holes for fences and foundations are to be dug with bobcat and auger. If it is determined that utility lines fall adjacent to a new fence, deck, or permanent structure that requires hand digging, or poor soils prevent the use of a bobcat and auger, additional fees due to hand-digging may apply. Unless specifically stated, the price does not include hauling away post hole

diggings from property. Post hole diggings to be spread evenly over the fence line. If post hole diggings are to be dumped at another location on-site in the customer's requested area – extra charges will apply. Surveying is up to the customer and is not included in the contract unless specified. Should the owner direct Titan, LLC to use an As-Built to estimate the location of a fence, deck, or permanent structure, or direct them where to build a permanent structure, costs associated with moving said structure due to encroachments of property lines or Right of Way are not covered. It is the responsibility of the homeowner if they direct Titan to put a permanent structure within an easement for Utility or Right of Way. Existing structures may not be "Grandfathered in" if replacing a new structure in its place within the easement without obtaining approval from the agency. If a client directs Titan to perform the work – the client is financially responsible if the work needs to be removed, moved and/or rebuilt. The Titan fence warranty covers repairs during the season in which the work is performed. If a fence is built between May – October, the warranty coverage ends October 31st of the same year. Warranty coverage for fencing is limited to failing concrete and workmanship errors.

Titan does not protect against incidental damage (i.e. scrapes, cracks, and settling) to lawn or driveway staging work areas agreed upon by the owner and is not covered under this contract unless explicitly specified. Driveways with a 2% grade or less can not be guaranteed or warrantied after installation from having issues with puddling or possible drainage issues stemming from the grade depth. Once landscaping has been installed, it is the responsibility of the owner to properly maintain and protect all items from damage. All trees and shrubs are guaranteed for the growing season they are planted in, i.e. if they're planted in May, then the warranty extends through October of the same year. Titan, LLC's warranty does not cover neglect (lack of improper watering, pruning or fertilization - 3 times after installation) to the installed product or damage by others; including, but not limited to, weather, frost heaving, animals or force majeure. All labor and workmanship are guaranteed for one year from the completion of this contract unless otherwise noted above. Warranty claims must be made within that time frame by contacting Titan, LLC's office. Manufacturers' warranties apply to their products (lighting, fountains, pumps, furniture, etc). Labor is not included under warranty for the repair or replacement of specialty items. When a presented bill/invoice is not paid in full, then this voids any warranty on any workmanship, materials, or products.

Company Representative Signature: _____

Company Representative Print Name: _____

Date: _____

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____

Agenda Statement

Meeting Date: August 19, 2026
To: City Council
Through: Jackie C. Wilde, City Manager
From: Shelby Carlson, Acting City Clerk
Agenda Item: Resolution 2026-037



BACKGROUND, JUSTIFICATION, & INTENT:

The City of Whittier will conduct its general election on October 6, 2026, to fill vacant city offices and address other matters as stipulated under Whittier Municipal Code (WMC) 2.06.070. Whittier has one precinct, requiring a single election board. In preparation, it is essential to appoint election officials to ensure the process is conducted smoothly and in accordance with law.

The City Clerk serves as the city election official, and any authorized assistant is an assistant city election official, responsible for all functions under WMC Chapter 2.06. Per WMC 2.06.120, the Council must appoint three judges to form the election board and may appoint up to two clerks. One judge is designated as chair, with primary responsibility for that precinct.

Where needed, the city election official may appoint up to three additional clerks to maintain order or reduce hardship, per WMC 2.06.120.

In line with WMC 2.06.420, this resolution sets wages at the Municipality of Anchorage's 2026 rates: \$25/hour for Chairs and \$20/hour for other officials.

The same individuals serving on the state's election board for the REAA election, scheduled that day, are proposed as city election officials to streamline procedures and maintain consistency across both elections.

CONSISTENCY CHECKLIST:

	Yes	No	N/A
1. Comprehensive Plan	☐	☐	☒
2. Whittier Code: <i>Chapter 2.06, Elections</i>	☒	☐	☐
3. Other	☐	☐	☒

FISCAL NOTE: Compensation for election officials is established in WMC 2.06.420 and set by this resolution at \$25.00/hour for the judges and \$20.00/hour for election clerks. Estimated total cost is \$1,600.00, based on projected staffing hours, and is budgeted in the FY 2026 Elections account.

ATTORNEY REVIEW: ☐ Yes ☐ No ☒ Not Applicable

RECOMMENDATION: Administration recommends approval of Resolution 2026-037.

Sponsored by: Wilde

**CITY OF WHITTIER, ALASKA
RESOLUTION 2026-037**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA,
APPOINTING THE CITY ELECTION OFFICIALS FOR THE OCTOBER 6, 2026,
GENERAL ELECTION, SETTING THE DATE FOR COUNTING ABSENTEE
BALLOTS, AND ESTABLISHING ELECTION OFFICIAL COMPENSATION**

WHEREAS, the City of Whittier will hold its general election on October 6, 2026, for the election of vacant city offices, and for the determination of other matters as may regularly be placed on the ballot as per WMC 2.06.070; and

WHEREAS, the City Clerk is appointed the city election official and any properly authorized assistant to the City Clerk shall be an assistant city election official and may perform any functions set out in WMC Chapter 2.06, Elections, as being performed by the City and will be appointed by City Council as per WMC 2.06.120; and

WHEREAS, before each election, the Council shall appoint three judges in each precinct to constitute the election board for that precinct and may appoint two election clerks for each precinct as per WMC 2.06.120; and

WHEREAS, one election judge in each precinct shall be designated chair by the Council and shall be primarily responsible for administrating the election in that precinct as per WMC 2.06.120; and

WHEREAS, the city election official may appoint up to three additional election clerks at any polling place where additional election clerks are required to conduct an orderly election or to relieve the judges or clerks serving of undue hardship as per WMC 2.06.120; and

WHEREAS, absentee ballots shall be counted by the city election official and two or more assistants appointed by her prior to the convening of the canvass board at a time and place designated by the City Council as per WMC 2.06.360; and

WHEREAS, in accordance with WMC 2.06.420, the City is responsible for paying all necessary election expenses, including wages for election judges and clerks, and the Council is required to set those wages at a rate no less than that paid by the Municipality of Anchorage, which for 2026 is \$25.00 per hour for Chairs and \$20.00 per hour for all other election officials.

NOW, THEREFORE, THE WHITTIER CITY COUNCIL HEREBY RESOLVES:

Section 1. The following persons are affirmed to be qualified voters of the city and are appointed to serve as election officials for the October 6, 2026 general election:

Alexandra Matsumiya	Chair/Election Judge
Jesse Alk	Co-Chair/Election Judge
Jessie Walts	Election Judge
Aubrey Jurgerson	Election Clerk

Section 2. The city election official and two or more assistants appointed by her shall count absentee ballots on Friday, October 9, 2025 at 2:00 p.m. in the City Council Chambers on the 3rd Floor of the Public Safety Building.

Section 3. Compensation for election officials shall be set as follows in accordance with WMC 2.06.420: \$25.00 per hour for judges and \$20.00 per hour for election clerks.

Section 4. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 19th day of August, 2026.

Victor Shen
Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Shelby Carlson
Acting City Clerk

(City Seal)

Agenda Statement

Meeting Date: August 19, 2026
To: City Council
Through: Jackie C. Wilde, City Manager
From: Shelby Carlson, Assistant City Manager
Agenda Item: Resolution 2026-038



BACKGROUND, JUSTIFICATION, & INTENT:

Several long-term leases expired on March 31, 2026, and the City Council has since considered how those parcels should be made available for future use.

Two separate actions are before the Council.

Non-Code Ordinance 2026-004 would give former leaseholders of the affected properties a limited opportunity to request a new lease on the property they previously occupied.

This resolution addresses what happens if those properties remain available. The resolution would make the identified parcels available for leasing, establish how applications will be received and reviewed, and set the factors the City Council will consider when deciding whether to approve a future lease.

In simple terms, Non-Code Ordinance 2026-004 gives expired lessees an opportunity to seek a new lease without competition. Resolution 2026-038 establishes how the same parcels will be made available and evaluated if they are not leased through that process.

CONSISTENCY CHECKLIST:

	Yes	No	N/A
1. Legislative Priorities	☐	☐	☒
2. Comprehensive Plan: <i>5.1 Increase opportunity for business retention and new business development within Whittier</i>	☒	☐	☐
3. Whittier Code: <i>3.38 Lease of City Lands</i>	☒	☐	☐
4. Other	☐	☐	☒

FISCAL NOTE: Policy decision.

ATTORNEY REVIEW: ☒ Yes ☐ No ☐ Not Applicable

RECOMMENDATION: Administration recommends approval of Resolution 2026-038.

Sponsored by: Borg

**CITY OF WHITTIER, ALASKA
RESOLUTION 2026-038**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, DECLARING CERTAIN CITY PROPERTY INTERESTS AVAILABLE FOR LEASE, REJECTING COMPETITIVE BIDDING FOR THOSE PROPERTY INTERESTS, ADOPTING THE LEASE APPLICATION PROCESS FOR THOSE PROPERTY INTERESTS, AND ESTABLISHING CRITERIA FOR REVIEW OF LEASE APPLICATIONS ON THOSE PROPERTIES

WHEREAS, the City of Whittier (“City”) owns or controls certain real property interests that may be leased in accordance with Whittier Municipal Code Chapter 3.38, “Lease of City Lands”; and

WHEREAS, the City adopted new laws governing the lease of interests in City property in 2023; and

WHEREAS, certain long-term leases or leasehold interests have expired or have been temporarily extended while the City Council considers how to proceed with the affected parcels; and

WHEREAS, the City Council has considered whether the affected parcels should be made available through competitive bidding, direct negotiation, or the lease application process; and

WHEREAS, it is in the best interest of the City to make the parcels identified in this resolution available for lease through the lease application process and to reject competitive bidding for those parcels at this time; and

WHEREAS, the lease application process will allow the City Manager to receive and evaluate lease applications while preserving the City Council’s authority to determine whether any proposed lease award is in the best interest of the City; and

WHEREAS, review of lease applications should consider not only anticipated lease revenue, but also capital investment, prior lease history, employment, tax revenues and other financial benefits, consistency with applicable laws and planning documents, other opportunities for use of the property, and other social, policy, and economic considerations; and

WHEREAS, this resolution is not intended to create an automatic right to lease City property, an entitlement to any specific lease award, or an obligation by the City to approve any lease application; and

WHEREAS, this resolution is intended to provide parcel-specific direction regarding the availability and disposition method for the parcels identified herein.

NOW, THEREFORE, THE WHITTIER CITY COUNCIL HEREBY RESOLVES:

Section 1. Parcels Declared Available for Lease. The City Council hereby declares the following City parcels available for lease through the lease application process:

A. Parcel ID: 110451

Legal Description: Lot 2, Harbor View

B. Parcel ID: 110441

Legal Description: Lots 3 & 4, Harbor View

C. Parcel ID: 110449

Legal Description: Lot 5A, Harbor View

D. Parcel ID: 110388

Legal Description: Lots 12 & 13, Harbor Triangle

For purposes of this resolution, these property interests may be referred to collectively as the "Parcels at Issue."

Section 2. Competitive Bidding Rejected. The City Council hereby rejects competitive bidding as the disposition method for the Parcels at Issue.

Section 3. Lease Application Process Adopted. The City Council hereby adopts the lease application process as the disposition method for the Parcels at Issue. The City Manager is authorized and directed to accept lease applications for the Parcels at Issue, review such applications, and bring forward a recommendation to the City Council regarding any proposed lease award.

Section 4. Applications. Any person or entity seeking to lease one or more of the Parcels at Issue shall submit a complete lease application to the City Manager on the lease application form available at City Hall and/or on the City's website.

Section 5. City Manager Review and Recommendation. The City Manager shall follow Whittier Municipal Code Chapter 3.38 in the review of all lease applications submitted for the Parcels at Issue. The City Manager shall include all lease applications submitted on a parcel at issue in the City Council meeting packet when recommending award of a lease on that parcel. The City shall post a notice that the Parcels at Issue are available for lease by lease application. The notice shall include the date the lease becomes available for lease if the parcel is currently subject to a lease or lease that has not yet expired.

Section 6. Evaluation Criteria. The City Manager and City Council shall consider the following criteria when reviewing lease applications submitted under this resolution:

1. The applicant's past capital investment, if any, and any binding commitment to future capital investment on the property;

2. The applicant's financial condition and prior lease history, if any;
3. The number of persons employed and the prospect for future employment;
4. Tax revenues and other financial benefits to the City anticipated in the future if a new lease is executed without competitive bidding;
5. Consistency of past use, if any, and intended future use with all applicable laws, including land use codes and regulations, the comprehensive plan, and any applicable economic development or planning documents;
6. Other opportunities for use of the property that may provide greater benefit to the public; and
7. Other social, policy, and economic considerations as determined by the City Council.

The City Council may consider other factors so long as those factors support legitimate public interests and are not based solely on the personal interest of an applicant.

Section 7. Multiple Applications. If more than one complete and timely lease application is submitted for the same Parcel at Issue, the City Manager shall evaluate all such applications as provided in WMC Chapter 3.38. The City Manager shall submit all complete and timely applications for that parcel to the City Council, together with the City Manager's recommendation regarding which application, if any, should be approved.

Section 8. City Council Action. Notwithstanding the lease award process identified in WMC Chapter 3.38, the City Council may approve an application, deny an application, approve an application with conditions, request additional information, or take such other action as the City Council determines is in the best interest of the City. No lease for any Parcel at Issue shall be awarded or executed unless approved by the City Council. The City Council may impose any conditions on approval that the City Council finds necessary to serve the public interest.

Section 9. No Right to Lease. No applicant has a right to a lease of City property. No applicant has an existing property interest in approval of a lease application under this resolution. Submission of a lease application does not obligate the City to award a lease, negotiate a lease, or approve any particular use of a Parcel at Issue. The City reserves the right to reject any or all applications if the City Council determines that doing so is in the best interest of the City.

Section 10. Relationship to Other Law. Applications submitted under this resolution shall be subject to all applicable requirements of Whittier Municipal Code Chapter 3.38 and all other applicable federal, state, and local laws. Nothing in this resolution is intended to repeal, amend, or otherwise modify Whittier Municipal Code Chapter 3.38 except to provide parcel-specific direction regarding the Parcels at Issue. Nothing in this resolution limits the City Manager's authority to administer, manage, or enforce existing leases, short-term leases, lease extensions, permits, holdover provisions, or other property-related matters as otherwise authorized by law.

**CITY OF WHITTIER, ALASKA
RESOLUTION 2026-038**

Page 4 of 4

Item # 11.

Section 11. Effective Date. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council
on this _____ day of _____, 2026.

Victor Shen
Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Shelby Carlson
Acting City Clerk

(City Seal)



PO Box 608, Whittier, AK 99693
 Phone: (907) 472-2327 | Fax: (907) 472-2404
www.whittieralaska.gov

LEASE APPLICATION

Per Whittier Municipal Code Chapter 3.38

- ☐ Request for New Lease; New Lessee
- ☐ Request for New Lease; Existing Lessee *(with no remaining options to renew)*
- ☐ Request for Assignment of Lease *(transfer existing lease to a new owner/business)*
- ☐ Request for Amendment of Lease *(modify existing lease)*

APPLICATION INSTRUCTIONS

- The information provided on the following pages shall be used by City Staff, City Council, and Commissions (as applicable) during the review process of your lease proposal. This application is considered public information and will be included in the public meeting packets.
- Any financial information included with your application is considered confidential and will be used by City Staff only; it will not be part of the public review process.
- All applicable fees must be included with your application in order to process the application. Payments can be made either by check payable to "City of Whittier" or by credit card. Current fees established by the City Fee Schedule are:

Lease Application Fee - \$500.00

Lease Amendment/Assignment Fee - \$250.00

- Submit your completed application, required attachments, and application fee to:

City of Whittier
 Attn: Assistant City Manager
 PO Box 608, Whittier, AK 99693
acm@whittieralaska.gov
 (907) 472-2327 ext. 206

- Answer all questions, noting "N/A" on any question that is not applicable. Attach additional pages, if needed.
- Your application will go through an initial review to ensure completeness. Lease staff will be in touch to coordinate any follow-up meetings, requests for missing information, and to schedule your lease application for the applicable public meetings.
- Lease applications are evaluated based on the criteria outlined in [Whittier Municipal Code 3.38.380](#)

PROPERTY INFORMATION

Physical Address			
Legal Description			
Lot Size	☐ Full Lot ☐ Portion of Lot	If portion, list dimensions	

APPLICANT INFORMATION

Legal Name			
Doing Business As			
Type of Entity	☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC ☐ Nonprofit ☐ Governmental Entity ☐ Other: _____		
Alaska Entity Number (if applicable)		Alaska Business License Number (if applicable)	
Authorized Representative Full Name & Title			
Mailing Address			
City, State, Zip Code			
Phone Number(s)		Email	

LEASE PROPOSAL**1. Proposed Use of Property**

Briefly describe the proposed use of the property, including the primary activities to be conducted on the site.

2. Proposed Improvements and Development

Describe any proposed improvements, development, structures, utilities, or other site work associated with this proposal. If applicable, include the anticipated phases of development and estimated commencement and completion dates.

3. Estimated Capital Investment (if applicable): _____**4. Funding Source**

Briefly describe how the proposed project will be funded.

5. Applicant Experience

Describe the applicant's experience related to the proposed use, project, business, or activity.

6. Anticipated Employees at Site: _____**7. Community or Economic Benefits (Optional)**

Describe any anticipated community, public, economic, or employment benefits associated with the proposal.

Requested Initial Lease Term: _____ years

Requested Renewal Options (if any): ☐ 1 additional term ☐ 2 additional terms of _____ years each

FINANCIAL DISCLOSURE

Has the applicant, or any principal of the applicant entity, within the last ten years:

☐ Yes ☐ No	Filed for bankruptcy protection?
☐ Yes ☐ No	Had a judgment entered against them that remains unsatisfied?
☐ Yes ☐ No	Had a lien filed that could materially affect the applicant's ability to perform the proposed lease obligations?

If yes, explain:

REQUIRED SUBMITTALS

☐	Application Form (signed and dated)
☐	Site Plan or Concept Drawing
☐	Proof of Financing
☐	Nonrefundable Application Fee

CERTIFICATION

I understand that I may be required to pay the cost of surveys, appraisals, recording fees, permits, and other costs associated with lease processing, development, and lease administration.

I understand that insurance may be required as a condition of lease approval and ongoing occupancy of City property.

I certify that the information provided in this application is true and complete. I understand that submission of this form does not guarantee approval and that additional documentation, appraisal, or public process may be required before a lease is awarded.

I certify that I am authorized to submit this application and enter into lease negotiations on behalf of the applicant.

Applicant Signature: _____ **Date:** _____

City Use Only

Date		Current Lessee?	☐ Yes ☐ No
Application Fee Paid	☐ Yes ☐ No	In good standing?	☐ Yes ☐ No
Staff Reviewer		Completeness Review Date	
Alaska Entity Active Through		Next Steps	
Alaska Business License Expiration			

Agenda Statement

Meeting Date: August 19, 2026
To: City Council
Through: Jackie C. Wilde, City Manager
From: Vice Mayor Denmark



Agenda Item: Authorizing Up to \$150,000 in City In-Kind Support and a \$100,000 Financial Contribution to the Nonprofit USS *Ted Stevens* Commissioning Committee to Support Commissioning Events, the Ship's Crew and Their Families, Public Safety, Community Readiness, and Communitywide Activities Associated with the Commissioning

BACKGROUND, JUSTIFICATION, & INTENT:

The City of Whittier has been selected to host the commissioning of the future USS *Ted Stevens*, an extraordinary honor for the community and the State of Alaska. A commissioning formally welcomes a United States Navy vessel, her officers, and crew into active service. Whittier's selection is especially meaningful given the community's military history and its development during World War II as a strategic military port and transportation hub. The nonprofit USS *Ted Stevens* Commissioning Committee is coordinating commissioning activities and supporting the ship's crew and their families. Commissioning week will extend beyond the formal ceremony and is expected to include community activities, military and family events, hospitality, transportation, public safety, visitor services, and other activities throughout Whittier.

The Resolution authorizes the City to participate as a community partner by providing up to \$150,000 in City in-kind support and a \$100,000 financial contribution to the nonprofit USS *Ted Stevens* Commissioning Committee. The City's participation will support the ship's crew and their families, public safety, community readiness, municipal coordination, and communitywide commissioning activities while helping Whittier fulfill its responsibilities as the host community. The Resolution establishes a maximum combined City commitment of \$250,000 and authorizes a contribution agreement establishing accountability, documentation, and reporting requirements. Administration finds the contribution appropriate given the honor of Whittier's selection, the communitywide impact of commissioning week, and the opportunity to support military service members and their families while allowing Whittier residents and businesses to participate in this historic occasion.

CONSISTENCY CHECKLIST:

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

FISCAL NOTE:

In-Kind Contributions will include staff salary and benefits associated with readiness, preparation and supervision of community events and activities related to the commissioning, as well as offsetting costs associated with Ground Transportation Fees to be borne by the City. The financial contribution is appropriated from the General Fund Reserves and will be offset in part, by financial and economic activities related to the commissioning. Strong community commitment and support of this important military event will demonstrate the extent to which Whittier embraces its unique place in Alaska's military history, and will further align with future plans to expand Whittier's military museum and pursue support for future military logistics.

ATTORNEY REVIEW: ☐ Yes ☐ No ☒ Not Applicable

RECOMMENDATION: Administration recommends that the City Council authorize up to \$150,000 in City in-kind support and a \$100,000 financial contribution to the nonprofit USS Ted Stevens Commissioning Committee and authorize the City Manager to execute the contribution agreement and coordinate the City's participation in commissioning activities.

Sponsored by: Demark; Wilde

**CITY OF WHITTIER, ALASKA
RESOLUTION 2026-039**

A RESOLUTION OF THE WHITTIER CITY COUNCIL AUTHORIZING UP TO \$150,000 IN CITY IN-KIND SUPPORT AND A \$100,000 FINANCIAL CONTRIBUTION TO THE NONPROFIT USS TED STEVENS COMMISSIONING COMMITTEE TO SUPPORT COMMISSIONING EVENTS, THE SHIP'S CREW AND THEIR FAMILIES, PUBLIC SAFETY, COMMUNITY READINESS, AND COMMUNITYWIDE ACTIVITIES ASSOCIATED WITH THE COMMISSIONING, AND APPROPRIATING FUNDS

WHEREAS, the City of Whittier has been selected to host the commissioning of the future USS Ted Stevens, and the Whittier City Council recognizes the extraordinary honor and responsibility of serving as the host community for this historic event; and

WHEREAS, the commissioning will formally welcome the vessel, her officers, and her crew into active service and will provide an opportunity for the City, the State of Alaska, and the broader community to honor military service, public service, and the families who support those who serve; and

WHEREAS, Whittier's role as the host city is especially meaningful because the community's history, waterfront setting, and tradition of service make it an appropriate location for a commissioning that will bring together military personnel, families, veterans, dignitaries, residents, businesses, and visitors; and

WHEREAS, commissioning activities will extend beyond the formal ceremony and are expected to include events, hospitality, logistics, public safety support, transportation coordination, community engagement, and other activities throughout Whittier; and

WHEREAS, the City Council recognizes that a successful commissioning requires coordinated participation among the Commissioning Committee, the City, public safety personnel, local businesses, community partners, volunteers, and residents; and

WHEREAS, the nonprofit USS Ted Stevens Commissioning Committee has been established to plan, coordinate, and support commissioning-related activities and to assist in welcoming the ship's crew, their families, invited guests, and the public to Whittier; and

WHEREAS, City support for the commissioning will help provide for community readiness, safe and orderly public access, visitor services, municipal coordination, and activities that allow Whittier residents and businesses to participate in this communitywide occasion; and

WHEREAS, the City Council finds that supporting the commissioning serves a public purpose by promoting public safety, supporting municipal operations, encouraging community participation, welcoming military families and visitors, and highlighting Whittier's role as the host community; and

49
50 **WHEREAS**, the City Council desires that Whittier's participation reflect the significance
51 of the commissioning and ensure that the community is prepared to welcome the crew, their
52 families, veterans, Navy representatives, dignitaries, residents, businesses, and visitors during
53 commissioning week; and
54

55 **WHEREAS**, the City Council further desires to support events and activities that honor
56 service, strengthen civic pride, and allow Whittier to serve as a welcoming and capable host for
57 this historic commissioning.
58

59 **WHEREAS**, the City Council desires to demonstrate through its participation that Whittier
60 recognizes the extraordinary honor of being selected to host this commissioning and welcomes the
61 USS Ted Stevens, her crew, their families, and all those who will come to Whittier for this historic
62 occasion.
63
64

65 **NOW, THEREFORE, THE WHITTIER CITY COUNCIL HEREBY RESOLVES:**
66

67 **Section 1. Authorization of City In-Kind Support.** The Whittier City Council authorizes
68 up to \$150,000 in City in-kind support to the nonprofit USS Ted Stevens Commissioning
69 Committee in support of the commissioning, the ship's crew and their families, public safety,
70 communitywide activities, and commissioning-week needs.
71

72 **Section 2. Section 2. Authorization of Financial Contribution.** The Whittier City
73 Council authorizes a \$100,000 financial contribution to the nonprofit USS Ted Stevens
74 Commissioning Committee in support of the commissioning and associated commissioning-week
75 activities and hereby appropriates that amount from the General Fund Reserve Account No. 01-
76 000-3000 to the Community Support Account No. 01-401-6240.
77

78 **Section 3. Contribution Agreement.** The City Manager is authorized to enter into an
79 agreement with the nonprofit USS Ted Stevens Commissioning Committee establishing the terms
80 of the City's contribution, including appropriate accountability, documentation, and reporting
81 requirements.
82

83 **Section 4. City Manager Authorization.** The City Manager is authorized to take all
84 actions reasonably necessary to implement this Resolution and coordinate the City's participation
85 in commissioning activities.
86

87 **Section 5. Effective Date.** This Resolution shall become effective immediately upon
88 adoption.
89
90

91 **PASSED AND APPROVED** by a duly constituted quorum of the Whittier City Council
92 on this _____ day of _____, 2026.
93
94

**CITY OF WHITTIER, ALASKA
RESOLUTION 2026-039**

Page 3 of 3

Item # 12.

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99 AYES:

100 NOES:

101 ABSENT:

102 ABSTAIN:

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105 **ATTEST:**

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109 **Shelby Carlson**

110 Acting City Clerk

111

112

113

Victor Shen

Mayor

(City Seal)

Agenda Statement

Meeting Date: August 19, 2026
To: City Council
Through: Jackie C. Wilde, City Manager
From: Shelby Carlson, Assistant City Manager
Agenda Item: Resolution 2026-040



BACKGROUND, JUSTIFICATION, & INTENT:

The City issued Request for Proposals (RFP) 2026-03 to obtain professional real property appraisal services for City-owned and City-managed properties in Whittier. The procurement supports the City's ongoing efforts to administer its municipal lease portfolio and obtain current valuation information needed for lease administration activities, including lease renewals, assignments, transfers, rent reviews, amendments, and other related actions.

Following the City's procurement process, Black-Smith, Bethard & Carlson, LLC was selected to provide the requested appraisal services. The proposed contract includes appraisal of the parcels identified in the RFP and establishes pricing for additional appraisal assignments that may be requested by the City in the future.

This resolution approves the contract and appropriates funding for the initial appraisal assignment.

CONSISTENCY CHECKLIST:

	Yes	No	N/A
1. Legislative Priorities	☐	☐	☒
2. Comprehensive Plan: 2.2.2 <i>Work to enforce current lease agreements, City rules, and City regulations</i>	☒	☐	☐
3. Whittier Code: 3.32 <i>Article II, General Contracting Procedures</i>	☒	☐	☐
4. Other	☐	☐	☒

FISCAL NOTE: To be provided verbally.

ATTORNEY REVIEW: ☒ Yes ☐ No ☐ Not Applicable

RECOMMENDATION: Administration recommends approval of Resolution 2026-040.

Sponsored by: Wilde

**CITY OF WHITTIER, ALASKA
RESOLUTION 2026-040**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA,
AWARDING A PROFESSIONAL SERVICES CONTRACT FOR LAND APPRAISAL
SERVICES AND APPROPRIATING FUNDS**

WHEREAS, the City of Whittier issued Request for Proposals (RFP) 2026-03 seeking qualified professional real property appraisal services for City-owned and City-managed leasehold properties; and

WHEREAS, the appraisal services will support administration of the City's municipal lease portfolio, including lease renewals, assignments, transfers, rent reviews, amendments, and other lease-related matters requiring professionally supported fair market value determinations; and

WHEREAS, two proposals were solicited and evaluated in accordance with the procedures and evaluation criteria established in RFP 2026-03; and

WHEREAS, City staff and the evaluation committee recommend award of the contract to Black-Smith, Bethard & Carlson, LLC as the proposer whose offer is most advantageous to the City; and

WHEREAS, the agreement has an initial term of three years, with options for two additional two-year extensions, and is subject to the availability of appropriated funds; and

WHEREAS, the proposed agreement provides for an initial appraisal assignment in the amount of \$89,900 and has an initial term of three years, with options for two additional two-year extensions; and

WHEREAS, the City Council finds that award of the contract is in the best interests of the City and will assist the City in responsibly managing municipal real property assets.

NOW, THEREFORE, THE WHITTIER CITY COUNCIL HEREBY RESOLVES:

Section 1. The City Council hereby approves award of the Professional Real Property Appraisal Services Agreement to Black-Smith, Bethard & Carlson, LLC.

Section 2. The City Council appropriates \$89,900 from General Fund Reserve, Account No. 01-000-3000 to Contracted Services Fund, Account No. 01-400-6565 for the initial appraisal assignment under the Professional Real Property Appraisal Services Agreement approved by this Resolution.

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

**CITY OF WHITTIER, ALASKA
RESOLUTION 2026-040**

Page 2 of 2

Item # 13.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council
on this _____ day of _____, 2026.

Victor Shen
Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Shelby Carlson
Acting City Clerk

(City Seal)

PROFESSIONAL REAL PROPERTY APPRAISAL SERVICES AGREEMENT

This Agreement for professional real property appraisal services (“Contract”) is made effective the **19th day of August, 2026**, between the **City of Whittier**, P.O. Box 608, Whittier, Alaska 99693 (the “City”) and the public or private entity **Black-Smith, Bethard & Carlson, LLC**, (“Contractor”) whose address is 1199 East Dimond Blvd, Suite 200, Anchorage, AK 99515.

WITNESSETH:

WHEREAS, the City has the authority to direct and fund the real property appraisal of City-owned and City-managed land, as applicable, and desires to contract with skilled parties possessing the necessary knowledge, skills, abilities, professional experience, and resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of professional real property appraisal services and possesses and can make available all necessary qualified personnel, licenses, facilities and expertise to perform or to have performed, the services or work, as applicable, required pursuant to the terms of this Contract.

NOW THEREFORE, in consideration of the promise, responsibilities, and covenants herein, the City and the Contractor agree as follows:

1. General Provisions. This Contract consists of:

- a. The entire Request for Proposal (RFP)
- b. All Appendices included with the RFP
- c. Contractor’s Proposal in response to the RFP

2. Scope of Services. The Contractor is expected to provide the City with professional real property appraisal services for City-owned and City-managed parcels located in Whittier, Alaska. All services shall be performed in accordance with the RFP, the Contractor’s accepted Proposal, and the Cost Proposal.

The City shall not be responsible for any costs associated with additional services unless the City has consented in writing to the performance of additional services and agrees to pay costs associated with such services in its written consent.

The Contractor shall not perform additional services under this contract unless such services arise from and relate to this Contract.

3. Term. The term of the professional services contract shall be three (3) years with the option to extend 2 (two) additional terms of 2 (two) years each. A longer term may be negotiated by the parties after the initial three (3) years. The contract may be terminated at the convenience of the City at any time with or without cause.

4. Access to City Personnel. The City Manager will direct the City staff as appropriate, to assist the Contractor in mutually agreed work as deemed necessary at the sole discretion of the City.

5. **Contract Administrator.** The City Manager or their designee shall administer this Contract on behalf of the City.
6. **Compensation.** Compensation under this Contract shall be based on the Contractor's accepted Cost Proposal. The City shall pay the Contractor a fixed fee of \$89,900 for the initial appraisal assignment, consisting of all parcels identified in the Request for Proposal. Additional parcel appraisal assignments requested and authorized by the City under this Contract shall be compensated at \$6,000 per assignment. If multiple additional parcel appraisal assignments are authorized concurrently, the fee may be reduced to \$4,000 per assignment, depending on the scope and complexity of the assignment, as agreed in writing by the City and Contractor.
 - a. **Included Costs and Task Authorization.** The fixed fee and per-assignment fees include all labor, travel, research, property inspections, market analysis, report preparation, and incidental expenses necessary to complete the appraisal services described in the Request for Proposal. No additional appraisal assignment or other additional service shall be compensable unless authorized in writing by the City before the work is performed. The City may establish not-to-exceed amounts for specific work efforts, and the Contractor shall not exceed any established funding limitation without prior written approval.
The Contractor shall notify the City when costs approach authorized limits and shall not exceed any established funding limitations without prior written approval.
7. **Payment and Reporting.** The Contractor shall submit invoices no more frequently than once per month. Each invoice shall identify the appraisal assignment or assignments covered by the invoice, the applicable fixed fee or per-assignment fee, and the amount due for work completed during the invoice period. For the initial appraisal assignment, the Contractor may invoice based on completion of agreed milestones or upon completion and delivery of the appraisal services, as approved by the City. For any additional parcel appraisal assignment, the invoice shall identify the City's written authorization for the assignment and the applicable per-assignment fee. Invoices shall be accompanied by a brief progress report describing services completed, deliverables submitted, and any remaining work. Payments are due within 30 days after receipt of an invoice approved by the City. Invoices for this Contract must be submitted separately from invoices for services performed under any other contract.
8. **Contract Termination.** The Contractor's services under Section 2 may be terminated:
 - a. By mutual consent of the parties.
 - b. For cause by the City where the Contractor fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the City notifies the Contractor of its intent to terminate, stating with reasonable specificity the grounds therefor and the Contractor fails to commence to cure the default within fifteen days after receiving notice and diligently work to cure the default within thirty (30) days after receiving notice.

- c. By the City for no cause and for the convenience of the City with thirty (30) days' notice to Contractor prior to termination.
9. **Duties Upon Termination.** If the Contractor's services are terminated for no cause and for the convenience of the City, the City shall pay the Contractor the reasonable value of the services rendered in compliance with this Contract prior to termination. In no event shall Contractor receive reimbursement for work not yet performed at termination. If the Contractor receives payments exceeding the amount to which it is entitled under this section, it shall remit the excess to the City within thirty (30) days of receiving notice to do so. The Contractor shall not be entitled to any compensation under this section until the Contractor has delivered to the City all documents, records, work product, materials and equipment involved in this Project and thereby owned by the City. 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. Termination of the Contractor's services does not affect any other right or obligation of a party under this Contract.
10. **Assignment.** The Contractor shall not assign this Contract, or any interest in this Contract without consent of the City.
11. **Notices.** Any notice required pertaining to the subject matter of this Contract shall be either by personal (hand) delivery, with written record of delivery made contemporaneous to the delivery (which may be made by the sender); by electronic mail (e-mail), with electronic confirmation of delivery generated by the receiving computer system; by registered or certified mail, return receipt requested; or by a commercial courier service that maintains a written record of delivery, to the following addresses:
- | | |
|-------------------|--|
| City of Whittier: | Attn: City Manager
P.O. Box 608
Whittier, Alaska 99693-0608
Fax: (907) 472-2404
citymanager@whittieralaska.gov |
| Contractor: | Attn: Brian Z. Bethard
1199 East Dimond Blvd, Suite 200
Anchorage, AK 99515
Fax: (907) 274-0889
bsr@ak.net |
- A notice shall be effective and deemed delivered: (i) if by personal delivery or commercial courier service, on the date of delivery if delivered during normal business hours or on the next business day following delivery if delivered after normal business hours; (ii) if by electronic mail, on the day sent if sent before or during normal business hours, and on the next business day if sent after normal business hours; and (iii) if by mail, three (3) days after mailed.
12. **Conflicts of Interest.** The Contractor may not represent or assist other clients or accept employment or render professional services in matters related to the community of Whittier during the term of this Contract if such actions may be inconsistent with the services desired by the City, unless the prior written approval of the City has first been obtained.

- 13. Relationship of Parties.** The Contractor shall perform its obligations hereunder as an independent Contractor of the City. Nothing shall be construed to imply an employment relationship between the parties. The City may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. The City is authorized to conduct a Contract Performance Evaluation at the end of the term of the Contract, and to utilize the results of that evaluation as the basis for reviewing future proposals submitted for work on behalf of the City.
- 14. Nondiscrimination.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or mental or physical disability. The Contractor will take affirmative action to ensure that its employees are treated during employment without regard to their race, color, religion, or mental or physical disability. Such action shall include, 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 nondiscrimination clause. The Contractor shall state, in all solicitations or advertisements for employees to work on Contract jobs, that the Contractor is an equal opportunity employer.
- 15. 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 laws to include, without limitation, statutes, ordinances, rules, and regulations.
- 16. Nonwaiver.** The failure of either party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part thereof, or the right of such party thereafter to enforce each and every provision hereof.
- 17. Amendment.** This Contract may be amended, modified, or changed only in writing executed by the City Manager and an authorized representative of the Contractor.
- 18. Governing Law.** The laws of the State of Alaska shall govern the rights and obligations of the parties under this Contract. The Contractor must at all times comply with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations.
- 19. Severability.** Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.
- 20. Integration.** This instrument embodies the entire contract of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Contract shall supersede all previous communications, representations, or contracts, either oral or written, between the parties hereto.
- 21. Insurance.** The Contractor, at its expense, shall keep in good standing the following insurance and before rendering any services under this Contract, shall furnish the Project Manager with proof of the insurance in a form acceptable to the City. The Contractor shall provide the following insurance:

- a. Workers' compensation and employer's liability coverage in amounts required by Alaska Statute 23.30 under the Alaska Workers' Compensation Act.
- b. Commercial general liability, including contractual coverage in the amount of \$1,000,000 per occurrence, \$1,000,000 aggregate, to include professional errors and omissions insurance with a minimum \$1,000,000 policy limit, and to include Independent Contractor and Personal Injury coverage.
- c. Commercial Automobile Liability per occurrence in the amount of \$1,000,000, single limit to include owned, hired, and non-owned vehicles.
- d. The Contract shall provide the City with not less than thirty (30) days' notice prior to cancellation of any insurance policy required by this section.
- e. The City of Whittier must be listed as a named additional insured on all policies except Workers' Compensation insurance.
- f. General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against the City of Whittier by reason of any payment made for claims under the above coverage.

22. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, save and hold the City of Whittier 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 the 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.

23. Fee Disputes. Any dispute arising from performance of this Contract shall be resolved by litigation in the Superior Court for the State of Alaska, Third Judicial District at Anchorage.

24. Availability of Funds. This Contract is subject to the availability of funds lawfully appropriated for its performance.

25. Force Majeure. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach of this Contract. 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 the City or Contractor; or 3) Order of court, administrative agencies or governmental officers with jurisdiction to issue such an order.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the date first stated above. This Contract may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts shall constitute a single Agreement.

CITY OF WHITTIER

 Name: Jackie C. Wilde
 Title: City Manager
 Date: _____
 IRS Tax ID NO: 92-0041440
 Tax Status () Taxable (X) Non-Taxable

CONTRACTOR


 Name: Brian Bethard
 Title: Managing Member
 Date: 8-4-26
 IRS Tax ID NO: 20 1986982
 Tax Status ☒ Taxable () Non-Taxable

Agenda Statement

Meeting Date: August 19, 2026
To: City Council
From: Jackie C. Wilde, City Manager
Agenda Item: Resolution 2026-041



BACKGROUND, JUSTIFICATION, & INTENT:

The City issued Request for Proposals (RFP) 2026-04 to solicit professional services for the Whittier Falls Park Project. The project will support planning and design work intended to advance development of a community park facility at Whittier Falls.

The project was not specifically budgeted during adoption of the current budget. Under Whittier Municipal Code Section 3.32.030(B)(8), Council approval is required prior to incurring a nonbudgeted expense of \$5,000 or more. In addition, City funds must be appropriated and available before the City may enter into contractual obligations. WMC 3.32.030(B)(8); 3.24.010; 3.32.080.

The purpose of this resolution is to authorize expenditure of up to \$80,000 for the Whittier Falls Park Project and authorize the City Manager to execute the necessary agreement and related documents to complete the project.

CONSISTENCY CHECKLIST:

	Yes	No	N/A
1. Legislative Priorities: <i>Construct Whittier Falls Park</i>	☒	☐	☐
2. Comprehensive Plan: <i>1.3.2 New and improved playgrounds for children's recreation</i>	☒	☐	☐
3. Whittier Code: <i>3.32 Article II General Contracting Procedures</i>	☒	☐	☐
4. Other: <i>35% Design of Whittier Park</i>	☒	☐	☐

FISCAL NOTE: This park has been on the City Council's priority list for a number of years and is listed in the Capital Improvement Plan. However, funding had not yet been appropriated for the project. This expenditure leaves remaining funds in the General Fund MRRF at approximately \$1.1 million.

ATTORNEY REVIEW: ☐ Yes ☐ No ☒ Not Applicable

RECOMMENDATION: Administration recommends approving Resolution 2026-041.

Sponsored by: Wilde

**CITY OF WHITTIER, ALASKA
RESOLUTION 2026-041**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA,
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT TO ENGINEER
AND INSTALL PLAYGROUND EQUIPMENT AT WHITTIER FALLS PARK IN AN
AMOUNT NOT TO EXCEED \$80,000 AND APPROPRIATING FUNDS**

WHEREAS, the City of Whittier has identified the construction of Whittier Falls Park as a priority community project in Resolution 2026-003; and

WHEREAS, the City issued Request for Proposals No. 2026-04 seeking professional services related to the Whittier Falls Park Project; and

WHEREAS, City staff evaluated proposals received in response to the solicitation in accordance with the requirements and evaluation criteria established in the Request for Proposals; and

WHEREAS, the Whittier Municipal Code vests procurement authority in the City Manager acting as purchasing officer and requires Council approval prior to incurring certain nonbudgeted expenses; and

WHEREAS, the City Council finds that expenditure of funds for the Whittier Falls Park Project serves a public purpose and is in the best interests of the City and its residents.

NOW, THEREFORE, THE WHITTIER CITY COUNCIL HEREBY RESOLVES:

Section 1. The City Council hereby appropriates funding in an amount not to exceed \$80,000 from General Fund MRRF Reserves account no 72-000-3000 to capital expenses account no 72-900-9200 for professional services associated with the Whittier Falls Park project.

Section 2. The City Manager is authorized to negotiate final terms and execute an agreement with the proposer determined through the City's procurement process to be most qualified and advantageous to the City, provided the total contract amount does not exceed the authorization granted by this Resolution.

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 _____ day of _____, 2026.

**CITY OF WHITTIER, ALASKA
RESOLUTION 2026-041**

Page 2 of 2

Item # 14.

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AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Shelby Carlson
Acting City Clerk

Victor Shen
Mayor

(City Seal)

CALL TO ORDER

The July 1, 2026, special meeting of the Whittier City Council was called to order at 6:01 p.m. by Mayor Shen.

OPENING CEREMONY

Mayor Shen led the pledge of allegiance to the flag.

ROLL CALL

There were present:

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

Also Present:

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

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

Eric Fleming spoke regarding the lawsuit against him for building a driveway without proper permitting.

Nick Olzenak commented on commercial lease policies and the importance of consistent application of municipal code.

Larry Gilman commented on land use permitting and communication between the City and the business community.

Kelly Bender commented on commercial lease expiration procedures and requested reconsideration of related lease ordinance provisions.

Mike Bender commented on commercial lease administration and emphasized the importance of communication between the City and leaseholders.

Gilman again commented on lease matters and the importance of stakeholder input.

Denmark arrived at 6:04 p.m.

APPROVAL OF THE SPECIAL AGENDA

Motion (Wagner/Denmark)

Approval of Special Agenda

General discussion given regarding Item 1, Council Discussion Regarding Governance, Communication, and Administrative Processes.

Motion Passed**Unanimous****CONFLICT OF INTEREST**

Denmark declared a potential substantial financial conflict of interest in leases. **Wells** advised Denmark recuse himself from anything involving leasing of the area he leases.

Motion

Does Mr. Denmark have a substantial financial conflict of interest in Item 1 based on the advice of legal counsel?

Motion Failed

AYES: Loan, Borg, Shen

NOES: Pinguoch, Macaldao, Denmark, Wagner

The Council found that Mr. Denmark did not have a substantial financial conflict of interest.

Shen declared a potential substantial financial conflict of interest in leases. **Wells** clarified that the state law conflict of interest provisions do not apply to all municipalities, and specifically not to Whittier as the City has adopted its own conflict of interest provisions.

Motion

Does Mr. Shen have a substantial financial conflict of interest in Item 1?

Motion Failed

AYES: Pinguoch

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

SPECIAL MEETING BUSINESS

Council Discussion Regarding Governance, Communication, and Administrative Processes
General discussion given regarding expired leases.

Motion (Wagner/Pinguoch)

Direct legal counsel to prepare a Resolution to make Lot 12, Harbor Triangle, Lot 13, Harbor Triangle, Lot 2, Harbor View, Lot 3, Harbor View, Lot 4, Harbor View, and Lot 5A, Harbor View unavailable for leasing until October 1, 2026 and an Ordinance adopting an application for an exemption process for the specified lease parcels as per Council Member Wagner's direction.

Motion Passed

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

NOES: Borg

General discussion continued regarding expired leases.

Motion (Pinguoch/Wagner)

Direct legal counsel to review ordinance submitted by Council Members Pinguoch and Wagner in time for the July 21 Regular Meeting.

Motion Passed

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

General discussion continued. There was no objection to scheduling a work session on the standardized lease template work session on July 14, 2026.

COUNCIL COMMENTS

Pinguoch questioned whether certain public statements and family involvement in lease matters could constitute a conflict of interest and affect Councilmember Borg's ability to vote on lease issues. **Wells** stated that no conflict of interest existed and that the concerns raised reflected policy disagreements rather than a disqualifying interest.

Loan commented that similar concerns had arisen previously regarding social media posts.

Pinguoch stated that he had been asked to raise the question.

CITIZEN DISCUSSION

Eric Fleming spoke regarding the lawsuit against him for building a driveway without proper permitting.

Kelly Bender described the lease discussions as stressful and personally impactful, encouraged respectful public communication, and expressed the view that elected officials should exercise care in their use of social media.

Wagner apologized for prematurely distributing his meeting request letter directly to council members instead of waiting for distribution through administration.

EXECUTIVE SESSION

Discuss enforcement actions regarding R.C. Collin and Eric Fleming, as per WMC 2.08.040(C).

General discussion given.

Motion (Wagner/Denmark)

Motion to enter into executive session.

The City Manager, Assistant City Manager, Harbormaster, Finance Director, Public Works Director, and City Attorney were asked to stay for the executive session.

Motion Passed

Unanimous

The Council went into executive session at 8:31 p.m.

Motion (Wagner/Loan)

Motion to exit executive session.

Motion Passed**Unanimous**

The Council came out of executive session at 9:21 p.m.

Motion (Wagner/Macal tao)

Schedule a special meeting with an executive session to discuss litigation against R.C. Collin.

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

The meeting adjourned at 9:25 p.m.

Shelby Carlson
Acting City Clerk

Victor Shen
Mayor

(City Seal)

CALL TO ORDER

The July 21, 2026, regular meeting of the Whittier City Council was called to order at 7:06 p.m. by Mayor Shen.

OPENING CEREMONY

Mayor Shen led the pledge of allegiance to the flag.

ROLL CALL

There were present:

Victor Shen, presiding, and
Renner Macal tao, Jamie Loan, and Lorianne Borg (virtual), comprising a quorum of the Board.

And Absent:

Peter Denmark, David Pinquoch, and Tom Wagner

Also Present:

Jackie C. Wilde, City Manager
Kristin Erchinger, Finance Director
Scott Korbe, Public Works Director
Kyle Loan, Deputy Harbormaster
Andre Achee, Police Chief
Shelby Carlson, Assistant City Manager/Acting City Clerk
Richard Moses, City Attorney

Motion (Macal tao/Shen)

Excuse Peter Denmark and David Pinquoch from the meeting.

Motion Failed

AYES: Macal tao, Shen

NOES: Borg, Loan

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

Eric Fleming spoke regarding the lawsuit against him for building a driveway without proper permitting.

APPROVAL OF THE REGULAR MEETING AGENDA AND CONSENT AGENDA

Motion (Loan/Borg)

Approve Agenda and Consent Agenda

Motion Passed

Unanimous

Items Approved on Consent Agenda:

7. *Resolution 2026-032 Authorizing Acceptance of an AARP Community Challenge Grant in the Amount of \$10,000 for Shoreline Pocket Park Improvements, and Appropriating Funds
8. *Resolution 2026-033 Confirming the Appointment of the City Manager to Represent the City with the Begich Towers Condominium Association of Apartment Owners, Inc.
9. *Resolution 2026-034 Establishing and Supporting the Whittier Junior Entrepreneur License Program
10. *Approval of the June 16, 2026 Regular Meeting Minutes
11. *Schedule Work Session for July 29 to Discuss Election Code
12. *Schedule Special Meeting for August 4

PRESENTATIONS AND REPORTS**Presentations**

Audit Presentation - Altman, Rogers & Co. provided an overview of the results of the audit of the 2025 financial statements.

Mayor Report – Shen thanked the various volunteers who have worked to make a big impact on our community.

Vice Mayor Report – None

City Manager Report – Wilde recognized Kyle Green and Andrew Loan with Quality Asphalt Paving with the Manager's Wilde Monthly Recognition. **Erchinger** thanked the Shen family and the Anchor Inn for their donation towards the Fourth of July celebration. She also provided an overview of her financial report and provided additional details.

PUBLIC HEARINGS

Ordinance 2026-003, An Ordinance Amending Chapter 10.30 of the Whittier Municipal Code to Clarify the "Commercial Recreational Ground Passenger Fee" is a Fee and Not a Toll on Roads Owned or Maintained by the Federal Government or the State of Alaska

Public Hearing Opened at 7:41 p.m.

No comments were provided.

Public Hearing Closed at 7:42 p.m.

Motion (Loan/Borg)

Adopt **Ordinance 2026-003**.

Wilde provided a staff report.

Motion Passed

Unanimous

RESOLUTIONS

Resolution 2026-031 A Resolution Adopting Standardized Lease Templates Pursuant to Whittier Municipal Code Section 3.38.340

Motion (Borg/Loan)

Approve **Resolution 2026-031**.

Wilde provided a staff report.

Motion Passed

Unanimous

OTHER NEW BUSINESS**City Attorney Evaluation**

Carlson provided a brief overview of the results of the Council responses to the City Attorney performance evaluation survey.

Alaska Municipal League Summer Conference (August 25 - 28)

Shen and **Wilde** invited members of Council to attend.

COUNCIL COMMENTS

Shen highlighted the beginning of bear season and asked Administration how the City is preparing. **Wilde** responded with the City's efforts to prepare and manage bear season.

Loan shared the American Hiking Society, who sends volunteer groups to work on Whittier's trails, rates the experience very highly.

Shen also suggested a professional development retreat for the City staff.

CITIZEN DISCUSSION

Mike Bender commented on the lease agreement templates, noted the commercial dumpster could use stronger lids to protect against bears, and highlighted the Prince William Sound Regional Citizen's Advisory Council meeting and need for housing.

Eric Fleming commented on the expired leases, legal fees, respect of elders, and lease enforcement.

Sean Marx supported the team-building exercise and suggested making public the list of staff that do not attend. He spoke on the lease agreement templates, financial review, and recusal process.

Kelly Bender asked questions about the lease agreement templates. **Moses** provided further clarification.

Jackie Wilde spoke on City operations, administration's implementation of Council policy, and the importance of trust and cooperation in moving community projects forward.

Kristin Erchinger commented on lease administration, City code, and conflict-of-interest recusal practices.

COUNCIL AND ADMINISTRATION RESPONSE TO CITIZEN COMMENTS

Borg thanked Erchinger for speaking.

Shen thanked Wilde and Erchinger for speaking and responded to their comments.

EXECUTIVE SESSION – None**ADJOURNMENT**

The meeting adjourned at 8:55 p.m.

Shelby Carlson
Acting City Clerk

Victor Shen
Mayor

(City Seal)

Alaska Municipal League | 2026 Annual Local Government Conference

About the New & Returning Elected Officials Seminar (Dec 7-8)

At the New and Returning Elected Officials Seminar, you will gain insights from newly elected officials and words of wisdom from those who have been around the block. The Seminar provides information on conducting meetings, reading budgets and financial reports, and regulations and procedures such as Alaska's Open Meeting Act, Title 29, planning documents, and parliamentary procedure. This is a highly recommended crash course for anyone new to local government or in need of a refresher.

New: there will be an introductory session for newly elected officials, as well as an intermediate session for returning officials.

Alaska Conference of Mayors: Tuesday December 8th. The Conference of Mayors is included in the Seminar. Mayors are encouraged to attend both days, but may choose to only register and attend on Tuesday.

About the Annual Conference (Dec 9-11):

The AML Annual Conference is an opportunity for elected and municipal officials to collaborate with peers and learn from local, state, and federal officials in plenary and concurrent sessions.

Conference Costs:

Registration must be paid in full before the registration window closes to receive that rate. Dues-paying AML Members are eligible for a **25% discount** on all conference and preconference rates!

Email membersupport@akml.org for access to your discount code. All registration changes and cancellations must be requested in writing by Friday, November 13, 2026. We cannot provide refunds after November 13, including for weather-related cancellations or no-shows.

Sample topics from last year's conference included:

- Housing access and affordability
- Crisis-level budget management
- Emergency management and resilience
- Municipal law Q&A
- Federal programs updates
- AI in the public sector
- Procurement strategies
- Tourism impacts on quality of life
- Regional planning organizations
- Navigating incivility in public discourse
- Transportation, energy, water/wastewater, broadband, and resilience infrastructure discussions

Early Registration (July 1 – Sep 1)	\$475
Advance Registration (Sep 2 – Nov 13)	\$525
Regular Registration (Nov 14 – day of)	\$575
Single-Day Registration (Wed only)	\$300
Single-Day Registration (Thurs only)	\$300

New and Returning Elected Officials/Alaska Conference of Mayors (Dec 7-8)

NREO Early Registration (July 1 – Sep 1)	\$275
NREO Advance Registration (Sep 2 – Nov 13)	\$300
NREO Regular Registration (Nov 14 – day of)	\$325
Additional Workbook	\$75

Discounts:

Member Rate: 25% off all registration costs

- You must be a current dues-paying AML Member in good standing to access the Member Discount Rates.
- If you are unsure of your membership status, would like to pay your membership dues, or have other questions contact sarahk@akml.org.

Group Discount: Purchase 6 Annual Conference registrations, get the 7th registration free!

- Register 7 attendees at once for the Annual Conference (Dec 9-11) to qualify for one free Member Rate Registration (\$375 discount from the cart total). The discount is automatically applied when you add 7 registrations to the form.
- If you want to take advantage of the group discount but are not sure who will be attending, you can register as “TBD” in the name field, and email sarahk@akml.org with registrant names by Friday, November 13th.



July 22, 2026

Director Tornga
AMHS
7037 N Tongass Hwy
Ketchikan, AK 99901

Dear Director Tornga,

On behalf of the PWS Economic Development District, I am writing to comment on the proposed 2026–2027 Alaska Marine Highway System winter schedule. Our Board of Directors recognizes the significant challenges facing the Alaska Marine Highway System including maintaining an aging fleet with limited vessels and funding. Our concern is not with the need for vessel maintenance, but with how the impacts of that maintenance are distributed.

Under the proposed schedule, Prince William Sound would be without ferry service from **October 1 through March 6**, leaving our region without Alaska Marine Highway service for virtually the entire winter. This proposal once again places a disproportionate share of the statewide service reductions on a single region. Unfortunately, this is not an isolated occurrence. Prince William Sound has repeatedly experienced longer maintenance-related service interruptions than other regions of the Alaska Marine Highway System. Prince William Sound communities understand that maintenance is unavoidable, but they should not be expected to repeatedly absorb the largest share of the resulting service reductions simply because their service is provided by a single vessel.

Can the AMHS consider deploying the LeConte and/or the Tustumena for three months of service in PWS, for twice-weekly service to Whittier? Eliminating service for the villages of Chenega and Tatitlek, and for Cordova and Valdez, places an undue burden on the communities this system was designed to serve.

A service gap of this size, the entire winter, will create sizable economic impacts in Prince William Sound communities. Local businesses depend on reliable marine transportation to move inventory, equipment, vehicles, freight, and employees. The fall and winter months are especially important for PWS's growing mariculture industry, which relies on dependable transportation for seed, equipment, supplies, and workforce movement. In addition, several significant building and infrastructure projects currently underway in our communities depend on the ferry to transport construction materials, specialized equipment, contractors, and support vehicles. We are hearing that some businesses may close down during this ferry service gap, which would effectively eliminate some people's ability to earn their livelihood during winter months.

...

Reliable winter ferry service is also essential for residents. After the commercial fishing season ends, many families schedule medical appointments that have been postponed during the summer months. Residents travel for specialized healthcare, education, training, family obligations, and holiday gatherings. The Alaska Marine Highway provides an affordable transportation option for people, vehicles, and freight that cannot be fully replaced by air travel. As with any highway, prolonged closures create economic and personal hardships for the communities that depend upon it.

We also write to echo the concerns raised by the Cordova School District. Under the proposed schedule, the District estimates that replacing planned ferry travel with airfare would increase transportation costs by more than **\$80,000**, jeopardizing educational opportunities for hundreds of students. The District also notes that increased costs for lodging, baggage, freight, and vehicle rentals, combined with reduced family participation, create additional financial and social burdens. Students living in communities off Alaska's surface road system deserve equitable access to the same educational, athletic, and extracurricular opportunities as students elsewhere in the state, and dependable ferry service is essential to making that possible. We strongly support the Cordova School District's request for periodic winter service to Prince William Sound.

Looking beyond this winter's schedule, we also encourage the State to continue implementing the vision established in the **Alaska Marine Highway System 2045 Long Range Plan** by homeporting the **ACF Tazlina** in Cordova once the necessary dock improvements are complete. This recommendation was developed through the State's own long-range planning process and represents an important investment in the long-term reliability and resiliency of Prince William Sound service. We urge State leadership to remain committed to this approved plan. Homeporting the *Tazlina* in Cordova, in PWS, would improve operational flexibility, strengthen service reliability, and better position the AMHS to respond to maintenance schedules and service disruptions while providing more dependable transportation for PWS communities.

The AMHS exists to connect Alaska's coastal communities. Just as all Alaskans benefit from this statewide transportation network, the unavoidable impacts of maintaining that system should be shared across the state as well. We respectfully request that the proposed winter schedule be revised to provide supplemental service to Prince William Sound through another vessel at the beginning, end, or intermittently throughout the *Aurora's* maintenance period.

Thank you for your consideration and for your continued commitment to Alaska's marine transportation system.

Sincerely,



Kristin Smith

Executive Director

...

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-310-4005 FISH TAX	.00	6,526.87	10,000.00	3,473.13	65.3
01-310-4006 MOTOR VEHICLE REGISTRATION	73.60	1,302.72	4,250.00	2,947.28	30.7
01-310-4007 LIQUOR TAX	.00	3,750.00	6,500.00	2,750.00	57.7
01-310-4008 FUEL TRANSFER EXCISE TAX	.00	150.30	15,000.00	14,849.70	1.0
01-310-4009 ELEC & TELE CO-OP TAX	.00	.00	8,500.00	8,500.00	.0
01-310-4200 SALES TAX	5,512.33	163,477.02	722,571.00	559,093.98	22.6
01-310-4201 PROPERTY TAX - REAL	.00	8,631.25	528,000.00	519,368.75	1.6
01-310-4202 PROPERTY TAX - PERSONAL	32.41	5,298.12	328,000.00	322,701.88	1.6
01-310-4205 BUSINESS TRANSPORTATION TAX	13,655.00	20,090.77	.00	(20,090.77)	.0
01-310-4206 GROUND-BASED PASSENGER FEE	.00	.00	975,000.00	975,000.00	.0
TOTAL TAXES	19,273.34	209,227.05	2,597,821.00	2,388,593.95	8.1
<u>LICENSES & PERMITS</u>					
01-320-4250 BUSINESS LICENSES	420.00	3,830.00	5,740.00	1,910.00	66.7
01-320-4251 USER FEES & PERMITS	150.00	407.50	1,500.00	1,092.50	27.2
01-320-4312 AMBULANCE FEES	4,265.03	37,881.01	67,688.00	29,806.99	56.0
TOTAL LICENSES & PERMITS	4,835.03	42,118.51	74,928.00	32,809.49	56.2
<u>INTERGOVERNMENTAL REVENUE</u>					
01-330-4000 GRANT REVENUE - MISCELLANEOUS	10,000.00	10,000.00	10,000.00	.00	100.0
01-330-4002 STATE REVENUE SHARING	.00	.00	80,000.00	80,000.00	.0
01-330-4003 STATE PAY-IN-LIEU OF TAXES	.00	.00	55,000.00	55,000.00	.0
01-330-4006 STATE OF ALASKA GRANT	.00	4,802.00	28,035.00	23,233.00	17.1
01-330-4012 FEDERAL GRANT FUNDS	.00	.00	81,600.00	81,600.00	.0
01-330-4025 NAT'L FOREST SERVICE RECEIPTS	.00	62,977.98	28,000.00	(34,977.98)	224.9
TOTAL INTERGOVERNMENTAL REVENUE	10,000.00	77,779.98	282,635.00	204,855.02	27.5
<u>LEASES</u>					
01-345-4515 LEASE INCOME - CITY LAND	4,889.58	164,246.48	315,778.00	151,531.52	52.0
01-345-4517 LEASES - ARRC LAND	1,176.49	7,058.94	.00	(7,058.94)	.0
01-345-4520 LEASE INCOME - CONDOMINIUMS	1,750.00	10,500.00	13,800.00	3,300.00	76.1
01-345-4525 LAND USE RENT	2,505.00	17,244.61	14,350.00	(2,894.61)	120.2
TOTAL LEASES	10,321.07	199,050.03	343,928.00	144,877.97	57.9

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES & CITATIONS</u>					
01-350-4261 PSD FINES & CITATIONS	.00	.00	500.00	500.00	.0
01-350-4262 PSD PARKING TICKETS CIVIL	475.00	825.00	1,025.00	200.00	80.5
TOTAL FINES & CITATIONS	475.00	825.00	1,525.00	700.00	54.1
<u>MISCELLANEOUS</u>					
01-360-4099 MISCELLANEOUS REVENUE	114.00	537.40	2,500.00	1,962.60	21.5
01-360-4204 INTEREST & PENALTIES	243.83	3,401.29	2,050.00	(1,351.29)	165.9
01-360-4271 DONATIONS - EMS/FIRE/POL	.00	120.00	.00	(120.00)	.0
01-360-4275 LEGAL/INSURANCE SETTLEMENT	15,719.00	20,885.00	.00	(20,885.00)	.0
01-360-4902 INVESTMENT INTEREST	(15,104.15)	24,925.66	81,600.00	56,674.34	30.6
01-360-4903 LEASE INTEREST REVENUE	.00	.00	370,188.00	370,188.00	.0
01-360-4915 GIRDWOOD-POLICE CONTRACT	74,103.13	444,618.78	889,238.00	444,619.22	50.0
TOTAL MISCELLANEOUS	75,075.81	494,488.13	1,345,576.00	851,087.87	36.8
<u>TRANSFERS & OTHER</u>					
01-390-4990 TRANSFER IN FROM CVP FUND	.00	715,154.00	715,154.00	.00	100.0
01-390-4994 TRANSFER IN FROM HARBOR	.00	170,481.00	170,481.00	.00	100.0
01-390-4995 TRANSFER IN FROM WWS	.00	43,650.00	43,650.00	.00	100.0
01-390-4996 TRANSFER IN FROM DELONG DOCK	.00	14,300.00	14,300.00	.00	100.0
TOTAL TRANSFERS & OTHER	.00	943,585.00	943,585.00	.00	100.0
TOTAL FUND REVENUE	119,980.25	1,967,073.70	5,589,998.00	3,622,924.30	35.2

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMIN</u>					
01-400-6000 SALARIES & WAGES	30,614.42	185,367.83	451,930.00	266,562.17	41.0
01-400-6030 FICA TAXES	1,458.78	3,924.52	5,202.00	1,277.48	75.4
01-400-6040 WORKER'S COMP.	.00	7,573.05	1,657.00	(5,916.05)	457.0
01-400-6050 ESC TAXES	150.48	1,416.96	3,588.00	2,171.04	39.5
01-400-6060 HEALTH & LIFE INSURANCE	1,752.94	22,060.90	79,545.00	57,484.10	27.7
01-400-6070 PERS RETIREMENT	4,351.26	24,806.29	76,094.00	51,287.71	32.6
01-400-6205 ADVERTISING	.00	.00	2,500.00	2,500.00	.0
01-400-6220 BANK SERVICES CHARGES	697.90	4,475.84	7,500.00	3,024.16	59.7
01-400-6240 COMMUNITY SUPPORT-DONATIONS	.00	.00	1,500.00	1,500.00	.0
01-400-6260 BAD DEBT EXPENSE	.00	26,575.91	.00	(26,575.91)	.0
01-400-6280 DUES & SUBSCRIPTIONS	125.00	6,089.29	8,058.00	1,968.71	75.6
01-400-6410 INSURANCE - LIABILITY	.00	13,196.09	27,143.00	13,946.91	48.6
01-400-6440 INSURANCE - PROPERTY	.00	861.81	800.00	(61.81)	107.7
01-400-6540 LICENSES & PERMITS	(100.00)	8,923.00	200.00	(8,723.00)	4461.5
01-400-6541 PENALTIES & FEES	.00	1,253.78	.00	(1,253.78)	.0
01-400-6565 OUTSIDE CONTRACTORS	6,600.00	55,064.91	122,900.00	67,835.09	44.8
01-400-6580 POSTAGE	500.00	2,500.00	3,774.00	1,274.00	66.2
01-400-6610 PROF. FEES - ACCOUNTING	28,592.88	28,592.88	27,783.00	(809.88)	102.9
01-400-6620 PROF. FEES - APPRAISAL	4,500.00	7,500.00	25,523.00	18,023.00	29.4
01-400-6625 PROF. FEES - FINANCIAL SOFTWARE	1,350.00	7,344.00	25,918.00	18,574.00	28.3
01-400-6635 PROF. FEES - COMPUTER SUPPORT	507.50	3,279.82	1,250.00	(2,029.82)	262.4
01-400-6636 PROF FEES - WEB SITE SUPPORT	.00	.00	3,241.00	3,241.00	.0
01-400-6640 PROF. FEES-ENGINEERING	2,855.12	54,927.40	102,000.00	47,072.60	53.9
01-400-6645 PROF. FEES - GRANT ADM.	.00	.00	30,000.00	30,000.00	.0
01-400-6650 PROF. FEES - LEGAL	58,159.41	161,386.59	88,000.00	(73,386.59)	183.4
01-400-6700 PUBLICATIONS & SUBSCRIPTIONS	.00	.00	630.00	630.00	.0
01-400-6735 EQUIPMENT AND FURNISHINGS	.00	219.73	6,000.00	5,780.27	3.7
01-400-6770 TRAVEL, TRAINING & DEV.	68.25	27,885.27	21,000.00	(6,885.27)	132.8
01-400-8150 SUPPLIES - CONSUMABLE	124.09	3,353.68	4,000.00	646.32	83.8
01-400-8550 SUPPLIES - OFFICE	247.01	247.01	7,000.00	6,752.99	3.5
01-400-8750 SUPPLIES - PRINTING	.00	.00	2,310.00	2,310.00	.0
01-400-9000 UTILITIES - INTERNET	1,073.71	8,789.97	27,195.00	18,405.03	32.3
01-400-9070 UTILITIES - TELEPHONE	562.62	4,015.84	7,000.00	2,984.16	57.4
01-400-9100 MISCELLANEOUS EXPENSES	.00	876.00	500.00	(376.00)	175.2
01-400-9520 CAPITAL OUTLAY - EQUIPMENT	.00	330.00	.00	(330.00)	.0
01-400-9530 CAPITAL OUTLAY-COMPUTER EQUIP	.00	2,294.05	5,000.00	2,705.95	45.9
TOTAL ADMIN	144,191.37	675,132.42	1,176,741.00	501,608.58	57.4

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COUNCIL</u>					
01-401-6000 SALARIES & WAGES	.00	.00	70,730.00	70,730.00	.0
01-401-6030 FICA TAXES	.00	.00	1,012.00	1,012.00	.0
01-401-6040 WORKER'S COMP.	.00	.00	322.00	322.00	.0
01-401-6050 ESC TAXES	.00	.00	698.00	698.00	.0
01-401-6060 HEALTH & LIFE INSURANCE	.00	.00	16,680.00	16,680.00	.0
01-401-6070 PERS RETIREMENT	.00	.00	15,403.00	15,403.00	.0
01-401-6240 CITY COUNCIL-COMMUNITY SUPPORT	2,000.00	177,337.90	137,512.00	(39,825.90)	129.0
01-401-6241 WEBSITE - CODE UPDATES	.00	12,997.50	23,509.00	10,511.50	55.3
01-401-6280 DUES & SUBSCRIPTIONS	16.99	624.25	3,150.00	2,525.75	19.8
01-401-6325 FIREWORKS	.00	.00	15,000.00	15,000.00	.0
01-401-6565 OUTSIDE CONTRACTORS	10,000.00	31,800.00	63,087.00	31,287.00	50.4
01-401-6580 POSTAGE	.00	.00	500.00	500.00	.0
01-401-6600 PROF. FEES - AUDIT	.00	.00	47,380.00	47,380.00	.0
01-401-6650 PROF. FEES - LEGAL	6,954.40	40,078.04	45,000.00	4,921.96	89.1
01-401-6770 TRAVEL, TRAINING & DEV.	.00	9,650.34	14,500.00	4,849.66	66.6
01-401-6800 COUNCIL CHAMBER IMPROV	.00	.00	6,000.00	6,000.00	.0
01-401-8550 SUPPLIES - OFFICE	.00	72.05	1,300.00	1,227.95	5.5
01-401-9000 UTILITIES - INTERNET	.00	.00	5,880.00	5,880.00	.0
01-401-9070 UTILITIES - TELEPHONE	.00	.00	1,000.00	1,000.00	.0
01-401-9100 MISCELLANEOUS EXPENSES	.00	.00	50,000.00	50,000.00	.0
01-401-9500 LOBBYIST FEES	10,500.00	63,000.00	138,915.00	75,915.00	45.4
TOTAL COUNCIL	29,471.39	335,560.08	657,578.00	322,017.92	51.0
<u>ELECTIONS</u>					
01-420-6100 VOLUNTEER SUPPORT	.00	.00	1,600.00	1,600.00	.0
01-420-8150 SUPPLIES - CONSUMABLE	.00	.00	800.00	800.00	.0
TOTAL ELECTIONS	.00	.00	2,400.00	2,400.00	.0

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
01-510-6000 SALARIES & WAGES	64,563.43	400,681.13	955,847.00	555,165.87	41.9
01-510-6030 FICA TAXES	722.27	9,470.19	14,490.00	5,019.81	65.4
01-510-6040 WORKER'S COMP.	.00	17,941.32	39,786.00	21,844.68	45.1
01-510-6050 ESC TAXES	3,871.26	6,524.04	9,422.00	2,897.96	69.2
01-510-6060 HEALTH & LIFE INSURANCE	7,359.98	46,051.00	170,729.00	124,678.00	27.0
01-510-6070 PERS RETIREMENT	6,824.21	55,011.07	168,253.00	113,241.93	32.7
01-510-6091 UNIFORM ALLOWANCE	120.00	760.00	3,150.00	2,390.00	24.1
01-510-6280 DUES & SUBSCRIPTIONS	19.09	298.95	788.00	489.05	37.9
01-510-6410 INSURANCE - LIABILITY	.00	12,675.76	37,928.00	25,252.24	33.4
01-510-6420 INSURANCE - AUTO	.00	1,985.00	10,080.00	8,095.00	19.7
01-510-6440 INSURANCE - PROPERTY	.00	51.31	.00	51.31	.0
01-510-6540 LICENSES & PERMITS	.00	.00	105.00	105.00	.0
01-510-6565 OUTSIDE CONTRACTORS	11,094.72	84,091.59	150,500.00	66,408.41	55.9
01-510-6570 PHYSICAL EXAMS	.00	214.00	1,050.00	836.00	20.4
01-510-6580 POSTAGE	.00	.00	210.00	210.00	.0
01-510-6635 PROF. FEES - COMPUTER SUPPORT	507.50	9,002.52	525.00	8,477.52	1714.8
01-510-6700 PUBLICATIONS & SUBSCRIPTIONS	.00	.00	420.00	420.00	.0
01-510-6735 EQUIPMENT PURCHASE	.00	6,701.00	5,250.00	1,451.00	127.6
01-510-6740 SMALL TOOLS	.00	.00	5,250.00	5,250.00	.0
01-510-6770 TRAVEL, TRAINING & DEV.	1,300.00	8,078.32	6,300.00	1,778.32	128.2
01-510-7100 BUILDING MAINT.	.00	.00	2,625.00	2,625.00	.0
01-510-7350 REPAIRS - EQUIPMENT	(129.99)	473.57	3,150.00	2,676.43	15.0
01-510-7400 REPAIRS - VEHICLES	766.96	2,922.51	5,250.00	2,327.49	55.7
01-510-7750 GAS & OIL - VEHICLES	2,022.24	10,865.98	17,850.00	6,984.02	60.9
01-510-8150 SUPPLIES - CONSUMABLE	825.44	5,624.91	14,700.00	9,075.09	38.3
01-510-8950 SUPPLIES - UNIFORMS	.00	2,495.00	4,200.00	1,705.00	59.4
01-510-9000 UTILITIES - INTERNET	954.36	5,966.55	29,550.00	23,583.45	20.2
01-510-9070 UTILITIES - TELEPHONE	1,171.84	6,883.88	14,700.00	7,816.12	46.8
01-510-9200 GRANT EXPENDITURES	27,133.09	27,133.09	35,044.00	7,910.91	77.4
01-510-9520 CAPITAL OUTLAY - EQUIPMENT	.00	330.00	11,666.50	11,336.50	2.8
01-510-9525 CAPITAL - MOTOR POOL FUNDING	.00	.00	25,750.00	25,750.00	.0
TOTAL PUBLIC SAFETY	129,126.40	722,232.69	1,744,568.50	1,022,335.81	41.4

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE</u>					
01-520-6000 SALARIES & WAGES	7,668.80	43,294.76	102,735.00	59,440.24	42.1
01-520-6030 FICA TAXES	102.83	688.25	1,470.00	781.75	46.8
01-520-6040 WORKERS COMP	.00	2,630.44	6,058.00	3,427.56	43.4
01-520-6050 ESC TAXES	76.90	401.20	1,014.00	612.80	39.6
01-520-6060 HEALTH & LIFE INSURANCE	1,585.39	10,927.72	23,829.00	12,901.28	45.9
01-520-6070 PERS RETIREMENT	1,687.16	7,027.62	22,381.00	15,353.38	31.4
01-520-6091 UNIFORM ALLOWANCE	20.00	140.00	500.00	360.00	28.0
01-520-6100 VOLUNTEER SUPPORT	.00	1,716.29	6,000.00	4,283.71	28.6
01-520-6280 DUES & SUBSCRIPTIONS	.00	.00	600.00	600.00	.0
01-520-6410 INSURANCE - LIABILITY	.00	1,737.30	4,000.00	2,262.70	43.4
01-520-6420 INSURANCE - AUTO	.00	1,363.33	3,500.00	2,136.67	39.0
01-520-6540 LICENSES & PERMITS	.00	25.00	100.00	75.00	25.0
01-520-6570 PHYSICAL EXAMS	.00	.00	300.00	300.00	.0
01-520-6580 POSTAGE	.00	.00	500.00	500.00	.0
01-520-6735 EQUIPMENT PURCHASE	.00	4,758.16	5,000.00	241.84	95.2
01-520-6750 TESTING	.00	822.03	2,500.00	1,677.97	32.9
01-520-6770 TRAVEL, TRAINING & DEV.	.00	151.90	8,000.00	7,848.10	1.9
01-520-7350 REPAIRS - EQUIPMENT	.00	785.43	3,500.00	2,714.57	22.4
01-520-7400 REPAIRS - VEHICLES	1,410.08	7,077.56	3,000.00	(4,077.56)	235.9
01-520-7750 GAS & OIL - VEHICLES	.00	.00	2,000.00	2,000.00	.0
01-520-8550 SUPPLIES - OFFICE	.00	246.58	1,250.00	1,003.42	19.7
01-520-8950 SUPPLIES - UNIFORMS	.00	.00	5,000.00	5,000.00	.0
01-520-8970 SUPPLIES - SAFETY	.00	1,212.49	1,000.00	(212.49)	121.3
01-520-9000 UTILITIES - INTERNET	119.35	911.39	4,116.00	3,204.61	22.1
01-520-9070 UTILITIES - TELEPHONE	203.40	1,133.58	4,500.00	3,366.42	25.2
01-520-9520 CAPITAL OUTLAY - EQUIPMENT	.00	330.00	5,000.00	4,670.00	6.6
01-520-9525 CAPITAL - MOTOR POOL FUNDING	.00	.00	5,000.00	5,000.00	.0
 TOTAL FIRE	 12,873.91	 87,381.03	 222,853.00	 135,471.97	 39.2

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMS</u>					
01-530-6000 SALARIES & WAGES	16,001.64	74,307.44	285,158.00	210,850.56	26.1
01-530-6030 FICA TAXES	376.88	2,344.61	9,848.00	7,503.39	23.8
01-530-6040 WORKER'S COMP.	.00	3,604.39	23,456.00	19,851.61	15.4
01-530-6050 ESC TAXES	160.21	701.66	2,824.00	2,122.34	24.9
01-530-6060 HEALTH & LIFE INSURANCE	1,680.16	11,729.98	47,658.00	35,928.02	24.6
01-530-6070 PERS RETIREMENT	2,976.54	9,872.48	41,867.00	31,994.52	23.6
01-530-6091 UNIFORM ALLOWANCE	20.00	140.00	1,000.00	860.00	14.0
01-530-6100 EMS VOLUNTEER SUPPORT	345.00	3,773.19	4,000.00	226.81	94.3
01-530-6410 INSURANCE - LIABILITY	.00	3,732.29	12,100.00	8,367.71	30.9
01-530-6420 INSURANCE - AUTO	.00	2,259.73	4,840.00	2,580.27	46.7
01-530-6490 EMS-INSURANCE CLAIMS-DEDUCTIBL	.00	.00	11,256.00	11,256.00	.0
01-530-6540 LICENSES & PERMITS	.00	.00	200.00	200.00	.0
01-530-6565 OUTSIDE CONTRACTORS	.00	449.80	24,000.00	23,550.20	1.9
01-530-6570 PHYSICAL EXAMS	.00	202.00	400.00	198.00	50.5
01-530-6635 PROF. FEES - COMPUTER SUPPORT	745.77	4,025.59	.00	(4,025.59)	.0
01-530-6735 EQUIPMENT PURCHASE	.00	.00	3,000.00	3,000.00	.0
01-530-6750 TESTING	.00	.00	350.00	350.00	.0
01-530-6761 TRAINING - EMS SUPVSG MD	2,000.00	12,000.00	12,000.00	.00	100.0
01-530-6770 TRAVEL, TRAINING & DEV.	114.20	1,670.12	5,000.00	3,329.88	33.4
01-530-7350 REPAIRS - EQUIPMENT	.00	548.66	5,000.00	4,451.34	11.0
01-530-7400 REPAIRS - VEHICLES	223.06	223.06	2,000.00	1,776.94	11.2
01-530-7750 GAS & OIL - VEHICLES	.00	1,049.16	4,000.00	2,950.84	26.2
01-530-8150 SUPPLIES - CONSUMABLE	618.00	2,361.08	15,000.00	12,638.92	15.7
01-530-8550 SUPPLIES - OFFICE	.00	.00	2,500.00	2,500.00	.0
01-530-8650 SUPPLIES AND DRUGS BILLABLE	.00	3,254.20	5,000.00	1,745.80	65.1
01-530-8950 SUPPLIES - UNIFORMS	.00	173.39	2,500.00	2,326.61	6.9
01-530-8970 SUPPLIES - SAFETY	.00	539.85	1,000.00	460.15	54.0
01-530-9000 UTILITIES - INTERNET	119.35	1,672.65	12,000.00	10,327.35	13.9
01-530-9070 UTILITIES - TELEPHONE	50.48	302.94	2,500.00	2,197.06	12.1
01-530-9520 CAPITAL OUTLAY - EQUIPMENT	.00	330.00	.00	(330.00)	.0
TOTAL EMS	25,431.29	141,268.27	540,457.00	399,188.73	26.1

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
01-600-6000 SALARIES & WAGES	25,849.14	148,774.10	392,169.00	243,394.90	37.9
01-600-6030 FICA TAXES	374.80	2,434.60	5,604.00	3,169.40	43.4
01-600-6040 WORKER'S COMP.	.00	6,990.37	27,789.00	20,798.63	25.2
01-600-6050 ESC TAXES	258.49	1,406.43	3,865.00	2,458.57	36.4
01-600-6060 HEALTH & LIFE INSURANCE	6,614.55	39,053.02	97,677.00	58,623.98	40.0
01-600-6070 PERS RETIREMENT	5,686.81	34,464.28	85,348.00	50,883.72	40.4
01-600-6410 INSURANCE - LIABILITY	.00	6,799.03	15,400.00	8,600.97	44.2
01-600-6420 INSURANCE - AUTO	.00	1,362.09	5,225.00	3,862.91	26.1
01-600-6430 INSURANCE EQUIPMENT	.00	2,529.24	4,950.00	2,420.76	51.1
01-600-6440 INSURANCE - PROPERTY	.00	651.50	660.00	8.50	98.7
01-600-6540 LICENSES & FEES	.00	.00	250.00	250.00	.0
01-600-6565 OUTSIDE CONTRACTORS	.00	.00	5,000.00	5,000.00	.0
01-600-6570 PHYSICAL EXAMS	.00	.00	800.00	800.00	.0
01-600-6635 PROF. FEES - COMPUTER SUPPORT	507.50	5,359.88	2,400.00	(2,959.88)	223.3
01-600-6740 SMALL TOOLS AND EQUIPMENT	.00	1,350.59	5,000.00	3,649.41	27.0
01-600-6770 TRAVEL, TRAINING & DEV.	.00	50.00	2,000.00	1,950.00	2.5
01-600-7100 REPAIRS	.00	.00	5,000.00	5,000.00	.0
01-600-7210 REPAIRS - ROADS	9,482.54	11,842.52	3,000.00	(8,842.52)	394.8
01-600-7350 REPAIR & MAINTENANCE	101.52	8,534.34	50,000.00	41,465.66	17.1
01-600-7750 GAS & OIL - VEHICLES	935.09	5,252.51	28,000.00	22,747.49	18.8
01-600-8150 SUPPLIES - CONSUMABLE	.00	403.18	1,500.00	1,096.82	26.9
01-600-8550 SUPPLIES - OFFICE	.00	.00	1,500.00	1,500.00	.0
01-600-8950 SUPPLIES - UNIFORMS	.00	.00	1,200.00	1,200.00	.0
01-600-8970 SUPPLIES - SAFETY	.00	539.85	3,000.00	2,460.15	18.0
01-600-8995 SUPPLIES & MATERIALS	81.45	1,963.40	8,000.00	6,036.60	24.5
01-600-9000 UTILITIES - INTERNET	476.97	3,548.51	13,965.00	10,416.49	25.4
01-600-9010 UTILITIES - ELECTRICITY	659.62	4,216.57	14,000.00	9,783.43	30.1
01-600-9070 UTILITIES - TELEPHONE	57.35	344.34	1,750.00	1,405.66	19.7
01-600-9520 CAPITAL OUTLAY - EQUIPMENT	.00	.00	13,000.00	13,000.00	.0
01-600-9900 INTERDEPARTMENT SUPPORT	.00	.00	(41,616.00)	(41,616.00)	.0
TOTAL PUBLIC WORKS	51,085.83	287,870.35	756,436.00	468,565.65	38.1

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROPERTY & FACILITIES</u>					
01-700-6210 B.T.I. CONDO FEES	1,812.53	10,875.18	23,932.00	13,056.82	45.4
01-700-6225 REFUND OIL TAXES	.00	11,696.46	.00	(11,696.46)	.0
01-700-6410 INSURANCE - LIABILITY	.00	1,180.00	4,620.00	3,440.00	25.5
01-700-6440 INSURANCE - PROPERTY	.00	15,449.78	35,200.00	19,750.22	43.9
01-700-6565 PROP & FAC-CONTRACTED SERVICES	2,875.00	30,771.13	101,072.00	70,300.87	30.4
01-700-7100 REPAIRS - BUILDINGS	.00	2,953.94	6,050.00	3,096.06	48.8
01-700-7350 REPAIRS - EQUIPMENT	.00	502.85	1,500.00	997.15	33.5
01-700-8150 SUPPLIES - CONSUMABLE	991.10	3,591.10	3,152.00	(439.10)	113.9
01-700-8550 JANITORIAL SUPPLIES	.00	146.96	500.00	353.04	29.4
01-700-8970 SUPPLIES - SAFETY	.00	.00	1,500.00	1,500.00	.0
01-700-9010 UTILITIES - ELECTRICITY	3,462.12	22,162.28	37,823.00	15,660.72	58.6
01-700-9040 UTILITIES - HEATING FUEL	709.98	14,075.03	23,100.00	9,024.97	60.9
01-700-9050 UTILITIES - SOLID WASTE	100.31	601.86	1,638.00	1,036.14	36.7
01-700-9095 UTILITIES - WATER/SEWER	54.98	1,081.71	1,757.00	675.29	61.6
01-700-9520 CAPITAL OUTLAY - EQUIPMENT	.00	57,612.00	271,851.50	214,239.50	21.2
TOTAL PROPERTY & FACILITIES	10,006.02	172,700.28	513,695.50	340,995.22	33.6
<u>PARKS AND RECREATION</u>					
01-800-6000 SALARIES AND WAGES	.00	.00	63,876.00	63,876.00	.0
01-800-6030 FICA TAXES	.00	.00	911.00	911.00	.0
01-800-6040 WORKER'S COMP	.00	.00	290.00	290.00	.0
01-800-6050 ESC TAX	.00	.00	629.00	629.00	.0
01-800-6060 HEALTH & LIFE INSURANCE	.00	.00	23,829.00	23,829.00	.0
01-800-6070 PERS RETIREMENT	.00	.00	13,887.00	13,887.00	.0
01-800-6565 OUTSIDE CONTRACTORS	.00	2,650.00	42,350.00	39,700.00	6.3
01-800-6740 SMALL TOOLS AND EQUIPMENT	253.22	3,790.20	10,000.00	6,209.80	37.9
01-800-7350 REPAIRS EQUIPMENT	.00	9.25	500.00	490.75	1.9
01-800-8950 SUPPLIES AND MATERIALS	681.10	1,581.06	10,000.00	8,418.94	15.8
01-800-9050 UTILITIES - SOLID WASTE	942.87	942.87	8,103.00	7,160.13	11.6
01-800-9200 GRANT EXPENDITURES	.00	.00	10,000.00	10,000.00	.0
01-800-9520 CAPITAL OUTLAY - EQUIPMENT	.00	.00	15,000.00	15,000.00	.0
TOTAL PARKS AND RECREATION	1,877.19	8,973.38	199,375.00	190,401.62	4.5
<u>TRANSFERS TO OTHER FUNDS</u>					
01-990-9990 TRANSFER OUT	.00	409,100.00	409,100.00	.00	100.0
01-990-9991 TRANSFER TO F 14 EQUIP REP PW	.00	25,000.00	25,000.00	.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 F72 GF MRRF	.00	330,000.00	330,000.00	.00	100.0
TOTAL TRANSFERS TO OTHER FUNDS	.00	787,441.00	787,441.00	.00	100.0
TOTAL FUND EXPENDITURES	404,063.40	3,218,559.50	6,601,545.00	3,382,985.50	48.8

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(284,083.15)	(1,251,485.80)	(1,011,547.00)	239,938.80	(123.7)

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

CRUISE SHIP TAX

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES - REVENUE</u>					
20-310-4008	CRUISE SHIP TAX	.00	1,445,005.00	1,625,000.00	179,995.00	88.9
	TOTAL TAXES - REVENUE	.00	1,445,005.00	1,625,000.00	179,995.00	88.9
	<u>INVESTMENT EARNINGS</u>					
20-360-4900	EARNINGS ON INVESTMENT	881.06	2,068.89	2,000.00	(68.89)	103.4
	TOTAL INVESTMENT EARNINGS	881.06	2,068.89	2,000.00	(68.89)	103.4
	TOTAL FUND REVENUE	881.06	1,447,073.89	1,627,000.00	179,926.11	88.9

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

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	3,835.54	89,169.26	85,333.72	4.3
20-400-8150 SUPPLIES	.00	5,103.24	.00	(5,103.24)	.0
20-400-9070 UTILITIES - TELEPHONE	44.74	102.25	.00	(102.25)	.0
TOTAL EXPENDITURES	44.74	29,041.03	109,169.26	80,128.23	26.6
<u>TRANSFERS OUT</u>					
20-990-9200 PROJECTS	193,973.30	193,973.30	25,000.00	(168,973.30)	775.9
20-990-9990 TRANSFER TO GENERAL FUND	.00	735,654.00	735,654.00	.00	100.0
20-990-9992 TRANSFER TO HARBOR FUND #51	.00	17,938.00	17,938.00	.00	100.0
TOTAL TRANSFERS OUT	193,973.30	947,565.30	778,592.00	(168,973.30)	121.7
TOTAL FUND EXPENDITURES	194,018.04	976,606.33	887,761.26	(88,845.07)	110.0
NET REVENUE OVER EXPENDITURES	(193,136.98)	470,467.56	739,238.74	268,771.18	63.6

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

WATER AND WASTEWATER

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CHARGES FOR SERVICES</u>					
50-340-4300	WATER SERVICE CHARGES	50,274.96	126,642.18	310,000.00	183,357.82	40.9
50-340-4350	WASTE WATER SERVICE CHARGES	10,614.40	50,388.24	96,000.00	45,611.76	52.5
	<u>TOTAL CHARGES FOR SERVICES</u>	<u>60,889.36</u>	<u>177,030.42</u>	<u>406,000.00</u>	<u>228,969.58</u>	<u>43.6</u>
	<u>MISCELLANEOUS</u>					
50-360-4902	INVESTMENT INTEREST	8,339.43	20,777.86	30,000.00	9,222.14	69.3
50-360-4905	COLLECTION OF DOUBTFUL ACCOUNT	.00	1,063.86	.00	(1,063.86)	.0
50-360-4910	MISCELLANEOUS INCOME	276.99	1,219.35	500.00	(719.35)	243.9
	<u>TOTAL MISCELLANEOUS</u>	<u>8,616.42</u>	<u>23,061.07</u>	<u>30,500.00</u>	<u>7,438.93</u>	<u>75.6</u>
	<u>PROPERTY & SURPLUS SALES</u>					
50-390-4990	TRANSFERS IN	.00	23,341.00	46,682.00	23,341.00	50.0
	<u>TOTAL PROPERTY & SURPLUS SALES</u>	<u>.00</u>	<u>23,341.00</u>	<u>46,682.00</u>	<u>23,341.00</u>	<u>50.0</u>
	<u>TOTAL FUND REVENUE</u>	<u>69,505.78</u>	<u>223,432.49</u>	<u>483,182.00</u>	<u>259,749.51</u>	<u>46.2</u>

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

WATER AND WASTEWATER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER & WASTE WATER OPERATING</u>					
50-800-6000 SALARIES & WAGES	11,628.07	72,699.88	162,793.00	90,093.12	44.7
50-800-6030 FICA TAXES	168.59	1,200.19	2,322.00	1,121.81	51.7
50-800-6040 WORKER'S COMP.	.00	3,108.12	7,040.00	3,931.88	44.2
50-800-6050 ESC TAXES	(265.97)	250.05	1,601.00	1,350.95	15.6
50-800-6060 HEALTH & LIFE INSURANCE	2,072.18	13,496.37	33,369.00	19,872.63	40.5
50-800-6070 PERS RETIREMENT	2,492.90	16,326.43	33,570.00	17,243.57	48.6
50-800-6091 UNIFORM ALLOWANCE	.00	.00	1,000.00	1,000.00	.0
50-800-6220 BANK SERVICE CHARGES	.00	.00	1,000.00	1,000.00	.0
50-800-6265 DEBT INTEREST EXPENSE	.00	.00	19,399.00	19,399.00	.0
50-800-6270 DEPRECIATION	.00	.00	470,087.00	470,087.00	.0
50-800-6271 GRANT FUNDED	71,522.82	71,522.82	.00	(71,522.82)	.0
50-800-6280 DUES & SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
50-800-6410 INSURANCE - LIABILITY	.00	3,293.81	8,030.00	4,736.19	41.0
50-800-6440 INSURANCE - PROPERTY	.00	4,369.26	6,050.00	1,680.74	72.2
50-800-6540 LICENSES & PERMITS	.00	805.00	1,200.00	395.00	67.1
50-800-6565 OUTSIDE CONTRACTORS	.00	.00	10,000.00	10,000.00	.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	2,768.43	1,200.00	(1,568.43)	230.7
50-800-6740 SMALL TOOLS	.00	.00	2,500.00	2,500.00	.0
50-800-6750 TESTING WATER/SEWER	1,075.00	3,225.00	10,000.00	6,775.00	32.3
50-800-6770 TRAVEL, TRAINING & DEV.	.00	120.71	5,000.00	4,879.29	2.4
50-800-7100 REPAIRS - BUILDING	.00	.00	5,000.00	5,000.00	.0
50-800-7350 REPAIRS - EQUIPMENT	1,660.18	4,446.26	5,000.00	553.74	88.9
50-800-7650 REPAIRS - SYSTEM	.00	.00	5,000.00	5,000.00	.0
50-800-7750 GAS & OIL - VEHICLES	177.01	3,137.85	5,000.00	1,862.15	62.8
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	719.80	1,500.00	780.20	48.0
50-800-8995 SUPPLIES & MATERIALS	244.00	257.80	5,000.00	4,742.20	5.2
50-800-9000 UTILITIES -INTERNET	476.97	2,557.72	13,230.00	10,672.28	19.3
50-800-9010 UTILITIES - ELECTRICITY	4,040.15	22,056.59	32,000.00	9,943.41	68.9
50-800-9040 UTILITIES - HEATING FUEL	257.79	1,160.73	3,200.00	2,039.27	36.3
50-800-9070 UTILITIES - TELEPHONE	135.69	814.26	1,000.00	185.74	81.4
50-800-9575 BOND PRINCIPAL	.00	33,474.66	.00	(33,474.66)	.0
50-800-9580 CAPITAL OUTLAY - W/WW	6,680.00	14,960.00	33,015.00	18,055.00	45.3
50-800-9900 TRANSFER OUT TO GF	.00	43,650.00	43,650.00	.00	100.0
50-800-9901 TRANSFERS OUT - OTHER	.00	9,000.00	9,000.00	.00	100.0
TOTAL WATER & WASTE WATER OPERATING	102,872.88	329,421.74	941,056.00	611,634.26	35.0
TOTAL FUND EXPENDITURES	102,872.88	329,421.74	941,056.00	611,634.26	35.0
NET REVENUE OVER EXPENDITURES	(33,367.10)	(105,989.25)	(457,874.00)	(351,884.75)	(23.2)

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

SMALL BOAT HARBOR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	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	5,898.59	35,000.00	29,101.41	16.9
51-340-4401 MOORAGE - PREFERENTIAL	.00	824,076.67	550,000.00	(274,076.67)	149.8
51-340-4402 MOORAGE - TRANSIENT	73,091.64	281,565.47	535,000.00	253,434.53	52.6
51-340-4403 BOAT LIFT FEES	406.47	1,016.18	.00	(1,016.18)	.0
51-340-4404 UTILITY FEES	7,123.46	35,660.58	63,000.00	27,339.42	56.6
51-340-4406 WHARFAGE FEES	394.70	1,088.40	5,000.00	3,911.60	21.8
51-340-4407 VESSEL TOW FEES	.00	.00	1,000.00	1,000.00	.0
51-340-4409 WAITING LIST FEES	200.00	5,950.00	20,000.00	14,050.00	29.8
51-340-4410 PUMP OUT FEES	.00	225.00	1,000.00	775.00	22.5
51-340-4411 LAUNCH FEES	4,370.00	30,370.00	125,000.00	94,630.00	24.3
51-340-4412 SHOWERS	915.00	1,285.00	3,700.00	2,415.00	34.7
51-340-4413 GRID	145.00	675.70	3,000.00	2,324.30	22.5
51-340-4414 VESSEL MAINTENANCE	150.00	225.00	1,000.00	775.00	22.5
51-340-4415 DRY STORAGE FEES	.00	1,154.58	5,300.00	4,145.42	21.8
51-340-4416 PARKING - ANNUAL	6,250.00	25,000.00	48,000.00	23,000.00	52.1
51-340-4426 PARKING DAILY	13,311.33	16,883.43	129,000.00	112,116.57	13.1
51-340-4427 KAYAK LAUNCH FEES	.00	.00	2,500.00	2,500.00	.0
51-340-4428 ENVIRONMENTAL FEE	103.25	283.75	2,205.00	1,921.25	12.9
51-340-4445 MISC. SERVICES	.00	3,253.05	5,000.00	1,746.95	65.1
TOTAL CHARGES FOR SERVICES	106,460.85	1,234,611.40	1,537,705.00	303,093.60	80.3
<u>LEASE INCOME</u>					
51-345-4512 LEASE - ARRC NET OF RR SHARE	8,433.43	54,720.58	59,787.00	5,066.42	91.5
51-345-4513 LEASE CREDITS (CONTRA)	.00	(14,779.95)	(55,571.00)	(40,791.05)	(26.6)
51-345-4515 LEASE - GARBAGE REVENUE	2,450.00	7,770.00	8,750.00	980.00	88.8
TOTAL LEASE INCOME	10,883.43	47,710.63	12,966.00	(34,744.63)	368.0
<u>OTHER REVENUE</u>					
51-360-4416 STORAGE IN LIEU OF LEASE	.00	.00	2,500.00	2,500.00	.0
51-360-4417 FUEL FLOAT INCOME	.00	978.68	38,000.00	37,021.32	2.6
51-360-4430 CAMPING	1,707.04	2,458.04	25,000.00	22,541.96	9.8
51-360-4900 INTEREST & LATE FEES ON A/R	46.19	454.40	87,141.00	86,686.60	.5
51-360-4902 INVESTMENT INTEREST	5,520.90	14,769.67	40,000.00	25,230.33	36.9
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	7,274.13	18,660.79	202,984.00	184,323.21	9.2

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

SMALL BOAT HARBOR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS IN -OTHER</u>					
51-390-4991 TRANSFER FROM CPV FUND	.00	17,938.00	17,938.00	.00	100.0
51-390-4993 TRANSFER FROM F73 MRRF	.00	487,208.00	487,208.00	.00	100.0
	<u>.00</u>	<u>505,146.00</u>	<u>505,146.00</u>	<u>.00</u>	<u>100.0</u>
TOTAL TRANSFERS IN -OTHER	.00	505,146.00	505,146.00	.00	100.0
	<u>.00</u>	<u>505,146.00</u>	<u>505,146.00</u>	<u>.00</u>	<u>100.0</u>
 TOTAL FUND REVENUE	 124,618.41	 1,806,128.82	 2,258,801.00	 452,672.18	 80.0
	<u>124,618.41</u>	<u>1,806,128.82</u>	<u>2,258,801.00</u>	<u>452,672.18</u>	<u>80.0</u>

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

SMALL BOAT HARBOR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HARBOR OPERATIONS EXP</u>					
51-800-6000 SALARIES & WAGES	46,011.42	270,988.03	661,689.00	390,700.97	41.0
51-800-6030 FICA TAXES	1,154.85	6,120.61	11,858.00	5,737.39	51.6
51-800-6040 WORKER'S COMP.	.00	13,198.11	3,047.00	(10,151.11)	433.2
51-800-6050 ESC TAXES	(991.13)	870.40	6,597.00	5,726.60	13.2
51-800-6060 HEALTH & LIFE INSURANCE	8,774.09	59,750.89	193,619.00	133,868.11	30.9
51-800-6070 PERS RETIREMENT	8,269.74	54,998.13	135,296.00	80,297.87	40.7
51-800-6220 BANK SERVICE CHARGES	9,672.63	47,145.38	20,000.00	(27,145.38)	235.7
51-800-6265 BOND INTEREST EXPENSE	.00	143,550.00	306,343.00	162,793.00	46.9
51-800-6270 DEPRECIATION	.00	.00	1,280,000.00	1,280,000.00	.0
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	26,391.85	58,425.00	32,033.15	45.2
51-800-6420 INSURANCE - AUTO	.00	374.18	1,500.00	1,125.82	25.0
51-800-6430 INSURANCE EQUIPMENT	.00	289.68	815.00	525.32	35.5
51-800-6440 INSURANCE - PROPERTY	.00	63,665.13	72,000.00	8,334.87	88.4
51-800-6565 OUTSIDE CONTRACTORS	209.51	1,133.13	80,000.00	78,866.87	1.4
51-800-6570 PHYSICAL EXAMS	.00	.00	150.00	150.00	.0
51-800-6580 POSTAGE	200.00	800.00	3,500.00	2,700.00	22.9
51-800-6635 PROF. FEES - COMPUTER SUPPORT	3,882.50	13,791.54	3,200.00	(10,591.54)	431.0
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	.00	2,000.00	2,000.00	.0
51-800-6740 SMALL TOOLS	.00	.00	2,500.00	2,500.00	.0
51-800-6770 TRAVEL, TRAINING & DEV.	.00	2,025.30	6,000.00	3,974.70	33.8
51-800-6780 WASTE DISPOSAL - EVOS	.00	807.30	500.00	(307.30)	161.5
51-800-7100 REPAIRS - BUILDINGS	.00	68.88	5,000.00	4,931.12	1.4
51-800-7350 REPAIRS - EQUIPMENT	909.22	3,056.26	3,500.00	443.74	87.3
51-800-7400 REPAIRS - VEHICLES	97.96	1,138.78	1,000.00	(138.78)	113.9
51-800-7500 PARKING LOT MAINTENANCE	.00	.00	500.00	500.00	.0
51-800-7610 REPAIRS - UTILITIES	.00	3,719.89	5,000.00	1,280.11	74.4
51-800-7750 GAS & OIL - VEHICLES	681.20	3,317.18	5,000.00	1,682.82	66.3
51-800-7800 REPAIRS - FACILITIES	819.94	1,098.59	3,000.00	1,901.41	36.6
51-800-7820 REPAIRS - DOCKS	.00	2,408.85	5,000.00	2,591.15	48.2
51-800-8150 SUPPLIES - CONSUMABLE	327.75	12,027.35	19,475.00	7,447.65	61.8
51-800-8200 SUPPLIES - PARKING	.00	.00	1,000.00	1,000.00	.0
51-800-8400 SUPPLIES - FIRE SUPPRESSION	.00	.00	1,000.00	1,000.00	.0
51-800-8550 SUPPLIES - OFFICE	264.83	2,167.62	5,500.00	3,332.38	39.4
51-800-8950 SUPPLIES - UNIFORMS	.00	.00	2,500.00	2,500.00	.0
51-800-8970 SUPPLIES - SAFETY	.00	1,140.82	2,500.00	1,359.18	45.6
51-800-9000 UTILITIES - INTERNET	965.00	6,602.81	26,460.00	19,857.19	25.0
51-800-9010 UTILITIES - ELECTRICITY	5,993.97	48,957.96	79,000.00	30,042.04	62.0
51-800-9040 UTILITIES - HEATING FUEL	187.61	3,513.79	4,000.00	486.21	87.8
51-800-9050 UTILITIES - SOLID WASTE	10,958.66	49,393.35	165,000.00	115,606.65	29.9
51-800-9070 UTILITIES - TELEPHONE	338.67	1,519.54	2,000.00	480.46	76.0
51-800-9095 UTILITIES - WATER/WASTEWATER	2,696.60	6,295.05	24,000.00	17,704.95	26.2
51-800-9510 SNOW REMOVAL	.00	.00	41,616.00	41,616.00	.0
51-800-9520 CAPITAL OUTLAY - EQUIPMENT	.00	330.00	29,667.00	29,337.00	1.1
51-800-9900 TRANSFER OUT TO GF	.00	170,481.00	170,481.00	.00	100.0
TOTAL HARBOR OPERATIONS EXP	101,425.02	1,023,502.38	3,477,448.00	2,453,945.62	29.4

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

SMALL BOAT HARBOR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY - FROM RESERVE</u>					
51-900-9575 BOND PRINCIPAL	.00	90,000.00	180,864.00	90,864.00	49.8
TOTAL CAPITAL OUTLAY - FROM RESERVE	.00	90,000.00	180,864.00	90,864.00	49.8
TOTAL FUND EXPENDITURES	101,425.02	1,113,502.38	3,658,312.00	2,544,809.62	30.4
NET REVENUE OVER EXPENDITURES	23,193.39	692,626.44	(1,399,511.00)	(2,092,137.44)	49.5

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

DELONG DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHARGES FOR SERVICES</u>					
53-341-4251 USER FEES & PERMITS	.00	3,000.00	3,000.00	.00	100.0
53-341-4402 MOORAGE - TRANSIENT	.00	.00	5,000.00	5,000.00	.0
53-341-4404 UTILITY FEES	5,085.98	5,085.98	15,000.00	9,914.02	33.9
53-341-4406 WHARFAGE FEES	.00	.00	100,000.00	100,000.00	.0
TOTAL CHARGES FOR SERVICES	5,085.98	8,085.98	123,000.00	114,914.02	6.6
<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	6,167.55	15,259.84	.00	(15,259.84)	.0
TOTAL SOURCE 360	6,167.55	15,259.84	20,000.00	4,740.16	76.3
TOTAL FUND REVENUE	11,253.53	23,345.82	143,000.00	119,654.18	16.3

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

DELONG DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 801</u>					
53-801-6000 SALARES & WAGES	7,472.71	24,314.20	57,204.00	32,889.80	42.5
53-801-6030 FICA/MEDICARE	102.98	347.16	950.00	602.84	36.5
53-801-6040 WORKER'S COMP.	.00	.00	264.00	264.00	.0
53-801-6050 ESC TAXES	(171.47)	(50.53)	572.00	622.53	(8.8)
53-801-6060 HEALTH & LIFE INSURANCE	1,647.85	3,295.70	16,085.00	12,789.30	20.5
53-801-6070 PERS RETIREMENT	1,643.94	4,865.95	12,157.00	7,291.05	40.0
53-801-6270 DEPRECIATION	.00	.00	554,000.00	554,000.00	.0
53-801-6410 INSURANCE - LIABILITY	.00	5,194.11	12,000.00	6,805.89	43.3
53-801-6440 INSURANCE - PROPERTY	.00	26,167.29	16,200.00	(9,967.29)	161.5
53-801-6565 OUTSIDE CONTRACTORS	9,952.63	15,156.51	52,956.00	37,799.49	28.6
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	.00	12,000.00	12,000.00	.0
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	45,000.00	45,000.00	.0
53-801-8150 SUPPLIES - CONSUMABLE	.00	.00	5,000.00	5,000.00	.0
53-801-8400 SUPPLIES - FIRE SUPPRESSION	.00	.00	1,000.00	1,000.00	.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	2,696.93	6,739.20	10,000.00	3,260.80	67.4
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	14,300.00	14,300.00	.00	100.0
TOTAL DEPARTMENT 801	23,345.57	100,329.59	818,688.00	718,358.41	12.3
<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	23,345.57	100,329.59	828,688.00	728,358.41	12.1
NET REVENUE OVER EXPENDITURES	(12,092.04)	(76,983.77)	(685,688.00)	(608,704.23)	(11.2)

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

MOTOR POOL

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>OTHER REVENUE</u>					
60-360-4910	VEHICLE RENT	.00	.00	30,750.00	30,750.00	.0
	TOTAL OTHER REVENUE	.00	.00	30,750.00	30,750.00	.0
	<u>TRANSFERS IN</u>					
60-390-4990	TRANSFERS IN	.00	89,486.90	.00	(89,486.90)	.0
	TOTAL TRANSFERS IN	.00	89,486.90	.00	(89,486.90)	.0
	TOTAL FUND REVENUE	.00	89,486.90	30,750.00	(58,736.90)	291.0

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

MOTOR POOL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOTOR POOL OPERATING</u>					
60-800-6270 DEPRECIATION	.00	.00	34,805.00	34,805.00	.0
TOTAL MOTOR POOL OPERATING	.00	.00	34,805.00	34,805.00	.0
TOTAL FUND EXPENDITURES	.00	.00	34,805.00	34,805.00	.0
NET REVENUE OVER EXPENDITURES	.00	89,486.90	(4,055.00)	(93,541.90)	2206.8

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND MRRF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>SOURCE 390</u>					
72-390-4990	TRANSFERS-IN	.00	352,287.76	350,500.00	(1,787.76)	100.5
	TOTAL SOURCE 390	.00	352,287.76	350,500.00	(1,787.76)	100.5
	TOTAL FUND REVENUE	.00	352,287.76	350,500.00	(1,787.76)	100.5

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND MRRF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>EXPENDITURES</u>					
72-800-6740	SMALL TOOLS AND EQUIPMENT	.00	11,839.84	.00	(11,839.84)	.0
	TOTAL EXPENDITURES	.00	11,839.84	.00	(11,839.84)	.0
	<u>DEPARTMENT 900</u>					
72-900-9200	CAPITAL EXPENDITURES	.00	15,729.79	327,500.00	311,770.21	4.8
	TOTAL DEPARTMENT 900	.00	15,729.79	327,500.00	311,770.21	4.8
	TOTAL FUND EXPENDITURES	.00	27,569.63	327,500.00	299,930.37	8.4
	NET REVENUE OVER EXPENDITURES	.00	324,718.13	23,000.00	(301,718.13)	1411.8

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

HARBOR MRRF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>SOURCE 340</u>					
73-340-4405	WATER-BORNE PASSENGER FEES	1,768.00	19,423.24	520,000.00	500,576.76	3.7
	TOTAL SOURCE 340	1,768.00	19,423.24	520,000.00	500,576.76	3.7
	TOTAL FUND REVENUE	1,768.00	19,423.24	520,000.00	500,576.76	3.7

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

HARBOR MRRF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>NON-GRANT EXPENDITURES</u>					
73-800-9205	HARBOR RENOVATION	.00	15,238.23	.00	(15,238.23)	.0
	TOTAL NON-GRANT EXPENDITURES	.00	15,238.23	.00	(15,238.23)	.0
	<u>WHITTIER SBH RE PHASE II</u>					
73-901-9205	HARBOR RENOVATION	.00	.00	466,400.00	466,400.00	.0
73-901-9990	TRANSFERED OUT	.00	487,208.00	487,208.00	.00	100.0
	TOTAL WHITTIER SBH RE PHASE II	.00	487,208.00	953,608.00	466,400.00	51.1
	TOTAL FUND EXPENDITURES	.00	502,446.23	953,608.00	451,161.77	52.7
	NET REVENUE OVER EXPENDITURES	1,768.00	(483,022.99)	(433,608.00)	49,414.99	(111.4)

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

WATER/WASTEWATER MRRF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	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
	<u>TRANSFERS FROM OTHER FUNDS</u>					
75-390-4992	TRANSFERS-IN OTHER	.00	9,000.00	9,000.00	.00	100.0
	TOTAL TRANSFERS FROM OTHER FUNDS	.00	9,000.00	9,000.00	.00	100.0
	TOTAL FUND REVENUE	.00	9,000.00	84,000.00	75,000.00	10.7

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

WATER/WASTEWATER MRRF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<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
	<u>DEPARTMENT 901</u>					
75-901-9990	TRANSFERS OUT	.00	17,500.00	17,500.00	.00	100.0
	TOTAL DEPARTMENT 901	.00	17,500.00	17,500.00	.00	100.0
	TOTAL FUND EXPENDITURES	.00	17,500.00	92,500.00	75,000.00	18.9
	NET REVENUE OVER EXPENDITURES	.00	(8,500.00)	(8,500.00)	.00	(100.0)

WHITTIER PARKS & REC
REGULAR MEETING
August 4, 2026 6:30pm
MINUTES

Assign recorder: Jamie Loan

Attendance: Victor Shen, Heather Brazelton, Jamie Loan

Meeting Begins: 9:59pm

New Business

- **Parks:**
 - Park updates- the city will begin clearing the proposed park area around the school. Victor took some students down to Smitty's and they worked on gravel placement and clearing the area.
 - AARP grant – we need to secure the toolkit from Shelby and Jackie has it on her list to order the kayak rack.
- **Recreation:**
 - Kayak rack signage and usage – we need to order signs, potentially something about them being personally owned.
- **Trails:**
 - July 11th trail day recap – Heather and Great Whittier were able to donate extra food for the cookout, and it made it super easy. Many users have been posting and commenting that they love the upgrades and work that has been done on the Connector and Horsetail Trails.
 - August 8th trail day – Jamie will place the order for cookout food and be there on Saturday.
 - Alaska Trails pro crew work complete – worked on drainage areas, built a new section of trail, and people have really enjoyed using it. Right now it looks a little rough only because they made some major improvements, but it will be better for long term use and look better aesthetically next year.
- **Other:**
 - Slug Out – August 10th. Charla is bringing own the tent, literature, and snacks. She will meet Jamie at Smitty's to set up, and they will run the event from there. Locals who know the area that could volunteer to lead a group to other locations would be helpful.
 - Fall projects
 - National Public Lands Day Sept 26th
 - Clean up – we would like to organize a fall clean up
 - Party

New Tasks/to do:

1. **Aubrey will follow up with Jason Cates about “Kids Don’t Float” at Smitty’s and new micropark**

- 2. Ben will follow up with the Ferry Terminal manager for possible use of covered area in the future.**
- ~~3. Trail Day — July 11th, BBQ at 4pm, Aubrey may be able to help, Ben can help set up and grill. Jamie will order food and have it in Whittier.~~
- 4. Jamie will print slug out flyers**
- 5. Jamie will facilitate the Aug 8th cookout**
- 6. Victor will start the planning process for the clean up**

Next meeting date: Sept 8th

Adjournment: 10:22pm