



THE CITY OF WHITTIER

Gateway to Western Prince William Sound

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

November 16, 2021

7:00 p.m.

Council Chambers

Dave Dickason
Mayor
Term Expires 2022

Peter Denmark
Vice Mayor
Term Expires 2023

Victor Shen
Council Member
Term Expires 2024

Tom Wagner
Council Member
Term Expires 2022

Daniel Blair
Council Member
Term Expires 2022

David Pinqouch
Council Member
Term Expires 2023

Cathy McCord
Council Member
Term Expires 2024

James Hunt
City Manager

Jackie C. Wilde
Assistant City
Manager

Holly Wells
City Attorney

1. **CALL TO ORDER**
2. **OPENING CEREMONY**
3. **ROLL CALL**
4. **CITIZEN COMMENTS ON ANY SUBJECT EXCEPT THOSE ITEMS SCHEDULED FOR PUBLIC HEARING** *[Those who have signed in will be given the first opportunity to speak. Time is limited to 3 minutes per speaker and 36 minutes total time for this agenda item.]*
5. **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 so requests. In the event of such a request, the item is returned to the Regular Agenda]*
6. **PRESENTATIONS AND REPORTS**
 - A. Mayor Report
 - B. Vice Mayor Report
 - C. City Manager Report.....Pg 4
 - D. City Attorney Report
 - E. Commission/Committee Reports
 - 1.Planning Commission
 - 2.Port & Harbor Commission
 3. Parks & Recreation Committee
 - 4.Whittier Community School
 - 5.Prince William Sound Aquaculture Corp.
 - 6.Regional Citizen's Advisory Council

7. **PUBLIC HEARINGS (NON-ORDINANCE)**

[Those who have signed in will be given the first opportunity to speak. Time is limited to 5 minutes per speaker. Anyone wishing to speak a second time may do so only after all other persons have spoken, and then for 1 minute.]

A. Ordinances for Introduction

- * 1. **Non-Code Ordinance 005-2021**, Approving The 2022 Budgeted Revenues, Expenditures/Expenses and Interfund Transfers, And Appropriating FundsPg 12

8. **NEW BUSINESS**

A. ORDINANCES

- * 1. **Ordinance 004-2021**, Emergency Ordinance Temporarily Authorizing The Suspension and/or Modification Of Various Sections Of The Whittier City Code Regarding Public Meetings And Participation In Order To Protect And Preserve The Health, Safety, And Welfare Of The Whittier Community During A State And Local Public Health Emergency Resulting From Covid-19Pg 14

B. RESOLUTIONS

- * 1. **Resolution 039-2021** Adopting Updated Budget Policies To Guide The City Toward Improved Financial StabilityPg 29
- 2. **Resolution 040-2021** Approving The Assignment Of The Lease Between The City Of Whittier And Whittier Dock Enterprises, A Wholly Owned Subsidiary Of Franklin Dock Enterprises, To Princess Cruises Lines, Ltd, Subject To And Conditional Upon Further Amendments To And Restatement Of The Terms Of The Lease, And Approving The Essential Terms Of A Second Amended And Restated Tidelands Lease With Princess Cruise Lines, Ltd, Intended To Amend And Restate The Lease With Whittier Dock Enterprises, And Authorizing The City Manager To Enter Into All Necessary Agreements With The Parties Incorporating The Essential Terms ApprovedPg 44
- * 3. **Resolution 041-2021** Authorizing Signatories for All City Bank And Investment Accounts And Rescinding All Previous Resolutions In Conflict HerewithPg 103
- 4. **Resolution 042-2021** Approving Emergency Repairs To Replace Deteriorated Portions Of The Tidal Lagoon Culvert In The Amount Of \$23,621.69, And Appropriating Funds.....Pg 107
- 5. **Resolution 043-2021** Authorizing An Employment Agreement With Jim Hunt To Serve As City Manager For Four Additional YearsPg 111
- 6. **Resolution 044-2021** Adopting A 2022 Whittier Fee Schedule for All City Departments, Including the HarborPg 118

C. Other New Business Items

- * 1. Approval of the October 19, 2021 Regular Meeting Minutes.Pg 131
- * 2. Town Hall Meeting Schedule Memorandum.....Pg 134
- 3. Discuss rescheduling December 21, 2021 regular meeting to December 14, 2021 due to holiday season.

9. INFORMATIONAL ITEMS AND REPORTS *(No Action Required)*

- A. September 2021 Financial Reports for the City of Whittier.....Pg 135*

10. COUNCIL COMMENTS

11. CITIZEN COMMENTS

12. COUNCIL AND ADMINISTRATION RESPONSE TO CITIZEN COMMENTS

13. ADJOURNMENT

To: Whittier City Council
From: City Manager Jim Hunt
Re: City Manager Report for November Regular Council Meeting 2021

Introduction

The purpose of this report is to provide the Whittier City Council, and the public, a brief summary of the City of Whittier ("City") projects that the City Administration worked on and advanced during October and November 2021, and to provide City Council and the public a brief introduction to the projects the City anticipates tackling in the near future.

Summary of Projects

The following is a summary of the projects to which I, and City Staff, dedicated significant portions of time this month:

We are working on a collaboration for Buckner Building grants with Cardno and PWS Economic Development District to create parallel funding streams for planning and mitigation. We are working to finalize our drafts for submission. Scott and I met with Cardno Inc. representatives while in DC.

Although somewhat abbreviated at times due to a lack of a regular response from the public. Eastern Aleutians Tribes continue to provide Monday clinic hours. Thanks to CEO Paul Mueller, we have received new Covid-19 test kits for the school, BTI, and citizens.

We continue to work with our engineering firm on Shovel Ready Projects for Infrastructure and other opportunities in the near future as the Infrastructure Bill has passed in DC.

We visited DC and had meetings with the representatives from the Army Corps, met with Senator Murkowski, Senator Sullivan, Representative Don Young, Mr. Kip Knudsen-Rep for the Alaska Governors' Office and others. With permission, we shared the concept plan for the Head of the Bay with the Delegation.

We are working on community economic development opportunities

Attended Resource Development Zoom meeting

We are communicating with the Army Corps at JBER

Attended Alaska Mariculture Association's first meeting via Zoom. We are a member. Many State of Alaska Departments were online as well.

Council lobbying and legal reform Priorities

I, along with the staff, worked diligently on several projects identified by City Council as priorities, including:

- Continue to work on preparation planning sessions and the for the next regular Legislative Session and working with the city attorney and our state lobbyist to develop an effective lobbying approach to promote the City's interests and needs in negotiations and interactions that will be forthcoming
- Conferences and planning sessions with the City Attorney to draft and adopt laws recommended by individual Council members and to draft documents and strategies to develop concrete means to carry out Council directives;
- Attended zoom meetings regarding projects identified on the City's State priority list
- Alaska Municipal League Winter Legislative Conference is in Anchorage Nov 15-19. Jim will be attending.
- Alaska Municipal Attorney Association and Alaska Municipla Managers meetings runs concurrent
- Many hours have been invested in developing economic development opportunities
- We met with representatives from the Alaska Railroad

Additional Projects

The following is a brief itemization of other projects completed this month:

1. Scott and I continue to meet with a company interested in possibly siting a new business in Whittier. Bringing our Assistant City Manager onboard with orientation/familiarization.
2. The Franklin Dock negotiation is nearly done. We are following the City Council's direction to manage City Lands to the best and highest use keeping City taxpayers in mind as City-owned land scarce.
3. Completed the State's last Congregate Housing Survey
4. Work continues with our collaboration with USFS on regarding conveyance of lands discussion near Portage Pass Trailhead
5. We are working on Ordinance proposals related to the Employee Procedures, Policies and recommended changes as several key ordinances related to economic development need to be addressed.

Harbor Report

Administration

Marlee and Arctic Moon remain on the launch ramp. The new owner is adjusting Marlee's fuel rack and a favorable weather window to depart Whittier. It's not a perfect situation.

Attended AAHPA Board Meeting 28 Oct.

Awaiting City Council approval of 2022 harbor fees to initiate preferential and annual moorage agreement mail outs.

Office staff has been diligently working on collecting past due accounts for services over the past summer.

Finalized grant paperwork to purchase a 15k sewage pump out cart and forwarded to ADF&G. Grants will be announced in April and requires a 25% cost share to complete (included in FY2022 budget under "contractual services")

Field Operations

Field staff have been working to finish up winterization projects and we are ready for the snow to fly

Crane is finally up and running after multiple mechanical and hydraulic failures. Great teamwork between Public Works and Harbor staff. Thanks to both teams we have it up and operational.

Early winter winds and weather have caused some issues with the boardwalk lighting requiring multiple breaker resets. we will continue to monitor and reset as needed.

GMC Contractors have completed the breakwater repairs and are now working on the City Dock approach stabilization. GMC has been great to work with and very responsive.

FINANCE MONTHLY REPORT

October Finance Monthly Report – with September PRELIMINARY financials

This report reflects an abbreviated look at finance-related **activities** through the end of October 2021, plus preliminary 2021 financial results through September 30. The interfund transfers budgeted for 2021 have been entered and posted. We completed the transfer of General Fund capital funds authorized by Council in Resolution #05-2021 for \$1,014,900, to the newly-created General Capital Repair and Replacement Fund.

2022 BUDGET

City departments and administration have developed a proposed operating budget for 2022, aimed at ensuring not only balanced budgets for every Fund, but also ensuring that additional contributions are made to continue the goal of building Major Repair and Replacement funding to address major City infrastructure. The Proposed 2022 Operating Budget will be presented to the public in meetings on November 10 and November 15, followed by additional public work sessions at Council discretion. The Budget Ordinance will be introduced at the meeting of November 16 (Tuesday) with Public Hearing and Adoption of the budget slated for December 21 (Tuesday). In addition to the standard operating budget, the administration is also proposing an amendment to the City's Budget Policies to incorporate a policy regarding budgeting for cash flow as well as a policy requiring inclusion of the City's Pay Plan document in the budget packet.

ENTERPRISE FUND TARIFFS

City Council passed the Water/Wastewater Tariff in Ordinance # -2021 on September 21, 2021 allowing for a 3% increase in water and sewer rates beginning with the bills going out after January 1, 2021, and an additional 5% increase with the bills going out after October 1, 2021. The Harbor proposed 2022 Fee Schedule is being submitted to Council for approval on November 15, in anticipation of bills being distributed in November. There are recommendations to remove boat lift fees and oil collection fees from the Harbor, to encourage environmentally safe oil disposal, plus recognize the fact that the City has taken the boat lift out of service due to safety concerns. The harbor fee schedule includes proposed penalties of \$0.25 per sq. ft. per month, for unapproved storage on City property. The schedule also adds new proposed fees for garbage service for harbor businesses and lessees.

GRANTS

STATE OF ALASKA DCCED COMMUNITY DEVELOPMENT BLOCK GRANT - COVID

The City will be reviewing a grant opportunity through DCCED. Grant applications are for an amount up to \$850,000 for community development activities that benefit low and moderate-income persons in our area. There is a total of \$3.1 million in competitive grant funds available statewide. Applications are due no later than December 3 and must be preceded by public work sessions which engage the public in determining how best to determine potential projects that will assist in responding to or mitigating COVID. The City Council must demonstrate a robust public participation process culminating in a public hearing and passage of a resolution authorizing submission of a grant application. The finance director and assistant city manager are signed up for a grant training session to gather additional information helpful in the preparation of an application. The administration is currently considering that the best use of this grant application process may be for the purpose of removing the outhouse-style harbor restrooms and

replacing them with enhanced public restrooms that provide more shower facilities and bathroom facilities. This will address the lack of adequate public restrooms, but also assist in mitigating the spread of coronavirus due to the improved sanitation facilities.

Delong Dock Replacement

The City has not heard the results of applications submitted in July for two major infrastructure grants aimed at replacing the Delong Dock. The first is a \$25 million request for funding through the FY2021 National Infrastructure Investments RAISE grant program. The second is a \$9.75 million request for funding through the Port Infrastructure Development Program Discretionary Transportation Grant program. We will notify Council as information becomes available.

State of Alaska American Rescue Plan Act Funding

The City received American Rescue Plan Act funding in the amount of \$49,485.41 through the Alaska Department of Commerce, Community and Economic Development. This grant is available to cover eligible program costs, including reimbursement of the City's costs related to responding to the COVID pandemic, as well as revenue replacement lost due to reduced economic activity during the mandated travel closures. The City received the first half of funding on August 23 in the amount of \$24,742.71 and will be eligible for remaining funds in subsequent years. In November, the City received notice of eligibility for an additional share of ARPA funding that is available solely for Non-UGLG communities, in the amount of \$58,823.74. These grant funds will be subject to the same conditions and reporting requirements as the initial ARPA funding. The City's first-half of funding is expected to be forthcoming in the next month.

State Funding

The City received \$76,281.89 for the State Community Assistance Payment for 2021 on September 29 so this figure is reflected in the September financials.

Earthquake Grant

The City issued a Request for Proposals for earthquake repairs resulting from the November 2018 earthquake. The successful bidder on the project is GMC Contracting with a total bid of \$1,487,112.70. The contract was approved by the City Council on September 21. The City Council authorized a local contribution of \$26,000 match to seal and stripe the parking lot in the Harbor. Staff took advantage of the presence of GMC in the community during a significant rain event in early November, to hire GMC to conduct emergency repairs to a local culvert that failed, at a cost of \$23,621.69. This will be presented to the City Council for after-the-fact approval, under emergency procurement procedures, and is not part of the earthquake grant. GMC continues to work on various elements of the earthquake repairs (such as breakwater, harbor, culverts) in the hopes of conducting as much of the repair work as possible before adverse weather sets in. The City has requested an extension on certain elements of the repairs to November 30, 2022 to ensure that work does not interfere with the summer season.

Shotgun Cove Road Project

The City received a formal grant amendment in July related to the Western Federal Lands Access Program, adding an additional \$2.5 million to the project, bringing the total federal funding of the project to \$20,073,869. During the third quarter, engineers continued work on drafting the geotechnical report and resolving questions about design typical sections, with a plan to finalize that work in the fourth quarter. Additional work involved coordination with the USACE regarding permit application, coordination with USFS to identify potential wetland mitigation alternatives, request for extension to respond to UCACE RFI and revised wetland figures. Currently detailing wetland mitigation alternatives and preparing response

to USACE. Discussions with USFS regarding 65% review comments, with work on Trinity Point design into fourth quarter. Engineers completed a site visit to design the scope of trail improvements and met with trail consultant to develop design criteria and identify obstacles and key features. Work is currently being conducted toward 95% design.

PROJECTS

Property at the Head of Bay:

Staff worked with the City attorney's office to finalize the conveyance of the 58 acres of Whittier Tank Farm Property from the US Army Corps of Engineers to the City of Whittier in the past few months. The City has not yet submitted payment of the required \$165,000, pending receipt of word from the Army Corps of when the funds are due. The City Council met in executive session to hear a presentation from Huna-Totem Corporation regarding proposed development at the Head of the Bay, of a cruise ship terminal and upland development. That meeting was followed by a Special Council meeting on November 9, rolling out the project proposal to the public. Staff will be scheduling Town Hall informational meetings to invite the public to provide specific input into the project, to enable the City Council to proceed with further project development discussions in early December.

Personnel Handbook and corresponding City Code Ordinance

Staff are finalizing the changes requested by City Council at a work session held in September, to the Personnel Handbook, as well as planning to introduce an Ordinance at the December regular Council Meeting, proposing changes that will directly bear on the current Personnel Code. These changes will address the elimination of a grievance committee and its replacement with assistance from the State Office of Administrative Hearings, as well as some proposed changes to combine sick leave and annual leave, raise the cap on the amount of leave an employee can carry on the books for emergency purposes, and other minor changes to ensure consistency within the Municipal Code.

Police Dispatch

The Public Safety Director will be distributing a request for proposals to shop police dispatching services for the City, in the near future. There are currently at least three entities interested in partnering with the City to provide dispatching services. The 2022 Budget is currently estimating dispatching costs commensurate with prior years, but it is likely that the costs for dispatching, at least in the first year, will be higher than the standard \$25,000 annual fee, should the City elect to change service providers.

RUBA Education

To participate in State funding of water and wastewater projects, City staff must work hard to focus on the State's Best Practices program, in order to improve the opportunity for eligibility for State funding. Key to that program is staff participation in training by the Rural Utility Business Advisor program. The City Clerk participated in a 32-hour training program called Utility Clerk's Management for Rural Utilities in October, and the Finance Director completed a 32-hour training program called Financial Management for Rural Utilities. In addition, City staff are working to provide updated data to the State to ensure that they are aware of the creation of new Major Repair and Replacement Fund for the water/wastewater enterprise, as well as the status of funding for that program. Currently, the City has a Cash Balance in its Water/Wastewater Enterprise Fund of \$1,553,237 at the end of October 2021, comprised of \$803,237 in the Operating Fund and \$750,000 in the Major Repair and Replacement Fund. The Water/Wastewater Enterprise Fund Budget for 2022 anticipates an additional transfer of \$20,000 in new funding from the Operating Fund to the MRRF Fund to continue the progress toward improving our ability to repair and replace existing infrastructure assets.

Leases

The staff has completed negotiations with representatives of Franklin Dock Enterprises and Princess Cruises Ltd, for an assignment of the cruise ship terminal and dock facilities lease. This lease will be coming before Council on November 16, 2021. The major provisions of the lease offer a lease that expires in 2033 with options to extend for an additional 35 years, plus one additional 35-year period subject to mutual agreement. Princess intends to invest in infrastructure to allow for shoreside electrical power to meet their own goals of environmental sustainability. The lease rate is set at an initial minimum rate of \$80,000 for the first three cruise ships per week, with increases of \$20,000 per ship thereafter. Lease rates will increase by the consumer price index each year, not to exceed 2% per year. The initial lease rate is double that of the previous lease, and the addition of the CPI increases is designed to continue the City Council's direction to modify leases as they mature or come forward for assignment, to incorporate increases based on the CPI. Princess will provide insurance as required by the lease, and will continue to operate the facility as a cruise ship terminal and shoreside operation.

GENERAL FUND 2021 REVENUE STATUS THROUGH SEPTEMBER

During preparation of the 2021 Budget, there was a level of uncertainty surrounding projected 2021 budgeted revenues resulting from the loss of cruise ships for the second consecutive season. The administration committed to providing periodic updates to the City Council on a comparative level for key General Fund revenues, to determine whether budgeted revenues projections are overly optimistic.

The City's primary source of General Fund revenues impacted by visitors are Sales Tax (budgeted at \$375K), Passenger Transportation Business Tax (budgeted at \$150K) and Fish Tax (budgeted at \$50K). The chart below reflects revenues for these three key revenue sources through August.

- Through September 2021, sales tax revenues are 15% lower than the comparable period in 2019. The final sales tax revenues for 2019 were \$708,971, clearly indicating that the bulk of sales tax revenues are generally received after August.
- The Passenger Transportation Business Tax revenues are 5% higher through September 2021 than they were in September 2019. The final PTBT revenues for 2019 were \$382,371 indicating also, that the bulk of PTBT revenues could be received after September.
- The Fish Tax revenues through September 2021 remain considerably lower than anticipated, and 84% lower than through September 2019. Fish Tax revenues in 2019 were \$95,990. Staff is working with the State of Alaska to do a deeper dive on this revenue source to determine why it is that fish tax revenues are so much lower in 2021 than in both 2019 and 2020.

	Through SEPTEMBER		
	Sales Tax	Passenger Transportation Business Tax	Fish Tax
	(a)	(b)	(c)
2021 BUDGET:	\$ 375,000	\$ 150,000	\$ 50,000
2021	\$ 223,070	\$ 130,214	\$ 4,883
2020	\$ 143,105	\$ 14,211	\$ 6,718
2019	\$ 263,879	\$ 123,632	\$ 30,297

a) 2021 Sales Tax 15% lower than 2019, through September

b) 2021 PTBT 5% higher than 2019, through September

c) 2021 Fish Tax 84% lower than 2019, through August

Sponsored by: Hunt
Introduction Date: November 16, 2021
Public Hearing Date: December 14, 2021
Enactment Date: December 14, 2021

CITY OF WHITTIER
NON-CODE ORDINANCE 005-2021

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WHITTIER,
ALASKA, APPROVING THE 2022 BUDGETED REVENUES,
EXPENDITURES/EXPENSES AND INTERFUND TRANSFERS, AND
APPROPRIATING FUNDS**

WHEREAS, the City of Whittier 2022 Budget was discussed in two budget work sessions on November 10, 2021 and November 15, 2021; and

WHEREAS, the 2022 Budget is presented for Introduction at the November 16, 2021 Regular City Council Meeting; and

WHEREAS, the Budget is set for Public Hearing at the regularly scheduled Council meeting in December 2021, date to be determined; and

WHEREAS, Whittier Municipal Code 3.16 requires the annual adoption of an operating budget, recommending appropriations, anticipated expenditures and estimated revenues in support of the budget request.

NOW THEREFORE, THE WHITTIER CITY COUNCIL HEREBY ORDAINS:

Section 1. This is a non-Code ordinance.

Section 2: That figures listed in the table below reflect the estimated revenues, expenditures/expenses, and interfund transfers and are hereby adopted, appropriated and established as the budget for the fiscal year beginning on January 1, 2022 and ending on December 31, 2022.

CITY OF WHITTIER
NON-CODE ORDINANCE 005-2021

Operating Funds - Revenues and Transfers-In and Expenditures/Expenses and Transfers-Out			
Note: Excludes depreciation/amortization expense			
	Revenue and Transfers-In	Expenditure/Expense and Transfers-Out	Surplus/ (Deficit)
General Fund Revenue:	\$ 2,839,326		
Operating Transfers from Other Funds	\$ 273,487		
Total General Fund Revenue	\$ 3,112,813		
General Fund Expenditures:			
Administration		\$ 532,309	
City Council		189,400	
Elections		2,350	
Police		1,240,426	
Fire		46,197	
Emergency Medical Services		235,488	
Clinic		8,079	
Public Works		597,536	
Property and Facilities		124,099	
Parks and Recreation		26,036	
Transfers to Other Funds		108,341	
Total General Fund Expenditures		\$ 3,110,261	\$ 2,552
General Major Repair/Replacement (MRRF) Fund	\$ 60,000	\$ 180,000	\$ (120,000)
Water and Wastewater Fund	\$ 372,441	\$ 354,862	\$ 17,579
Small Boat Harbor Fund, exclud depr/amort	\$ 1,726,150	\$ 1,722,566	\$ 3,584
Delong Dock Fund	\$ 389,000	\$ 271,132	\$ 117,868
Motor Pool Fund	\$ 15,000	\$ -	\$ 15,000
CPV Fund	\$ 500,000	\$ 568,637	\$ (68,637)

Section 3. The budget for Capital Project Funds will be presented to Council and approved prior to the initiation of each capital project.

Section 4. The Pay Scale is hereby amended to increase the pay for all employees effective beginning January 10, 2022 by a 4% cola;

Section 5. The Pay Scale is further amended to add to the Pay Scale, ranges K, L, M, N, O, P, Q, R, each representing an increase of 2.5% between pay ranges (rather than the standard increase of 5% per range for ranges A through J) to promote and encourage employee longevity.

Section 6. Effective Date. This Ordinance shall take effect on January 1, 2022.

ENACTED BY THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, this 14th day of December 2021.

Dave Dickason
Mayor

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:

Jackie C. Wilde
Acting City Clerk

Sponsored by: Hunt
Introduction Date: November 16, 2021
Enactment Date: November 16, 2021

CITY OF WHITTIER, ALASKA
EMERGENCY ORDINANCE 004-2021

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, TEMPORARILY AUTHORIZING THE SUSPENSION AND/OR MODIFICATION OF VARIOUS SECTIONS OF THE WHITTIER CITY CODE REGARDING PUBLIC MEETINGS AND PARTICIPATION IN ORDER TO PROTECT AND PRESERVE THE HEALTH, SAFETY, AND WELFARE OF THE WHITTIER COMMUNITY DURING A STATE AND LOCAL PUBLIC HEALTH EMERGENCY RESULTING FROM COVID-19

WHEREAS, the United States Center for Disease Control and Prevention (CDC) has identified COVID-19 as a significant public risk; and

WHEREAS, on March 11, 2020, Governor Dunleavy issued a declaration of public health disaster emergency in response to the anticipated outbreak of COVID-19 within Alaska's communities; and

WHEREAS, on March 11, 2020, The World Health Organization designated the COVID-19 outbreak a pandemic; and

WHEREAS, the recommendations of global, federal, state, and local organizations and government entities are changing almost daily in response to new information regarding COVID-19, which requires the City to be able to act swiftly to comply with these recommendations in its operations; and

WHEREAS, in order to protect public health, welfare, and safety, the City needs flexibility in its meeting and notice protocols as well as in its procurement process for collecting and purchasing emergency supplies; and

WHEREAS, on March 23, 2020, the City Manager declared a local emergency as a result of COVID-19 and acknowledged the State of Alaska's declaration of state-wide emergency issued on March 11, 2020; and

WHEREAS, Council recognizes the public health emergency created by the COVID-19 outbreak and the imminent harm it poses to the City of Whittier and all members of the Whittier community; and

WHEREAS, Council also acknowledges that the City will need aid and assistance from both the federal and state government in responding to and rebuilding after the COVID-19 emergency; and

**CITY OF WHITTIER, ALASKA
ORDINANCE 004-2021**

WHEREAS, the City Manager has authority to implement temporary rules and procedures regarding City government organization and operations during an emergency under WMC 2.64.140; and

WHEREAS, the Commissioner of the State of Alaska, Department of Health and Social Services, Adam Crum, pursuant to and in accordance with the authority granted by the Alaska State Legislature in House Bill 76, Chapter No. 2, SLA 2021, also declared a Public Health Emergency effective at 12:02 a.m. on May 1, 2021,

**NOW, THEREFORE, THE CITY OF WHITTIER CITY COUNCIL
ORDAINS:**

Section 1. The Whittier City Council hereby renews and extends the City Manager's authority to temporarily waive or modify provisions pertaining to scheduling, publication, notice, cancellation, teleconferencing, video conferencing, and other related meeting procedures for all City commission, committee, and Council meetings so long as: 1) the City Manager's actions comply with State law and the grant of authority vested in the City Manager under WMC 2.64 and 2) the City Manager posts notice of all modifications or waivers and the reasons for such modifications or waivers on the City's website no more than 10 business days after implementation. Council may repeal any modification or waiver made by the City Manager under this Ordinance by resolution.

Section 2. This ordinance is an emergency ordinance, is not permanent in nature, and shall not be codified.

Section 3. This ordinance shall take effect on the day it is enacted and shall expire sixty (60) days after its passage January 15, 2021, in accordance with Whittier City Code 2.08.310.

ENACTED BY THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA
this 16th day of November, 2021.

Dave Dickason
Mayor

AYES:
NAYS:
ABSENT:
ABSTAIN:

(An Emergency Order requires approval of all present members or $\frac{3}{4}$ of total membership, whichever is less – WMC 2.08.310)

ATTEST:

Jackie C. Wilde
Acting City Clerk

Council Agenda Statement

Meeting Date: November 16, 2021

To: City Council

Through: Jim, Hunt, City Manager

From: Jackie C. Wilde, Assistant City Manager



Agenda Item: An Emergency Ordinance Of The City Council Of The City Of Whittier, Alaska, Temporarily Authorizing The Suspension And/or Modification Of Various Sections Of The Whittier City Code Regarding Public Meetings And Participation In Order To Protect And Preserve The Health, Safety, And Welfare Of The Whittier Community During A State And Local Public Health Emergency Resulting From Covid-19

BACKGROUND, JUSTIFICATION & INTENT:

On November 11, 2021 Vice Mayor Denmark requested the lapsed City of Whittier Covid Emergency Declaration be reconsidered. The City approved an emergency ordinance on January 26, 2021 & May 18, 2021.

This Ordinance renews City Council's emergency declaration and the City Manager's authority to adopt rules and procedures under the declaration and makes that declaration renewal retroactive to the date the local emergency declaration that expired on August 18, 2021.

While the Administration recommends Council's declaration of a continued emergency, we also acknowledge the significant reduction in exposure to and impact of COVID-19 within Whittier and we are hopeful that the emergency declaration will no longer be necessary after January 15, 2022

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	Comprehensive Plan:		X	
2.	Whittier Code: <i>Chapter 2.64 Emergency Services</i>	X		
3.	Other (<i>list</i>):			

FISCAL NOTE: None

ATTORNEY REVIEW: Yes ___X___ No ___ ___ Not Applicable ___ ___

RECOMMENDATION: Approve Emergency Ordinance-004-2021 Authorizing The Suspension And/or Modification Of Various Sections Of The Whittier City Code Regarding Public Meetings And Participation In Order To Protect And Preserve The Health, Safety, And Welfare Of The Whittier Community During A State And Local Public Health Emergency Resulting From Covid-19

From: [Peter Denmark](#)
To: [Dave Dickason](#); [City Manager](#)
Cc: [Jackie Wilde](#); hwells@BHB.com
Subject: Meeting rules
Date: Thursday, November 11, 2021 9:32:47 AM

Regarding the recent attempt to preclude remote attendance at the 11/9 Special Meeting;

WMC 2.08.052 was referenced to preclude remote/online attendance as a function of the lapse in Whittier's Covid Emergency Declaration.

This Ordinance is contradicted by 2.08.050.
And completely negated by 2.04.075.

Whatever Ordinance is chosen to be applied to our meeting rules, it should maximize transparency, accommodation, and meeting efficiencies.
The Administration's rationale of using the lapse of our Emergency Declaration to enforce the most restrictive of these Ordinance options is proprietary (though the Governor and Mayor of Anchorage would be proud of the effort).

Unproductive pandemic politics aside;
As well as the obvious need to clear some of the multiple-choice options in WMC on this matter, others yet to be discovered will be encountered the hard way.

I AM REQUESTING:

The lapsed City of Whittier Covid Emergency Declaration be placed on the 11/16 Regular Meeting Agenda for Council consideration.

Please advise any...
Thank you for any consideration,
Peter Denmark
COWCC, Seat F

Sponsored by: Hunt
Public Hearing Date:
Enactment Date:

**CITY OF WHITTIER, ALASKA
EMERGENCY ORDINANCE 2021-01**

**AN EMERGENCY ORDINANCE RENEWING AND EXTENDING THE CITY
MANAGER'S PROCLAMATION OF A LOCAL EMERGENCY**

WHEREAS, the United States Center for Disease Control and Prevention (CDC) has identified COVID-19 as a significant public risk; and

WHEREAS, on March 11, 2020, The World Health Organization designated the COVID-19 outbreak a pandemic; and

WHEREAS, various organizations, agencies, and local governments throughout the State of Alaska and within the City of Whittier are cancelling or restricting public gatherings, temporarily closing schools and childcare facilities as well as restricting non-essential travel in efforts to contain the virus as the number of COVID-19 cases continues to rise; and

WHEREAS, the recommendations of global, federal, state, and local organizations and government entities are changing almost daily in response to new information regarding COVID-19, which requires the City to be able to act swiftly to comply with these recommendations in its operations; and

WHEREAS, in order to protect public health, welfare, and safety, the City needs flexibility in its meeting and notice protocols as well as in its procurement process for collecting and purchasing emergency supplies; and

WHEREAS, on March 23, 2020, the City Manager declared a local emergency as a result of COVID-19 and acknowledged the State of Alaska's declaration of state-wide emergency issued on March 11, 2020; and

WHEREAS, Council recognizes the public health emergency created by the COVID-19 outbreak and the imminent harm it continues to pose to the City of Whittier and all members of the Whittier community; and

WHEREAS, Council also acknowledges that the City will need aid and assistance from both the federal and state government in responding to and rebuilding after the COVID-19 emergency; and

WHEREAS, the City Manager has authority to implement temporary rules and procedures regarding City government organization and operations during an emergency under WMC 2.64.140; and

WHEREAS, the City Manager needs authority to modify and amend meeting, procurement, and other procedures immediately and not after introduction and a public hearing required for non-emergency ordinances to properly respond to the COVID-19 emergency and protect the community from this outbreak,

NOW, THEREFORE, THE CITY OF WHITTIER CITY COUNCIL ORDAINS:

Section 1. The Whittier City Council hereby renews and extends the City Manager's authority to temporarily waive or modify provisions pertaining to scheduling, publication, notice, cancellation, teleconferencing, video conferencing, and other related meeting procedures for all City commission, committee, and Council meetings so long as: 1) the City Manager's actions comply with State law and the grant of authority vested in the City Manager under WMC 2.64 and 2) the City Manager posts notice of all modifications or waivers and the reasons for such modifications or waivers on the City's website no more than 10 business days after implementation. Council may repeal any modification or waiver made by the City Manager under this Ordinance by resolution.

Section 2. The City Council hereby renews and extends its ratification of the proclamation of emergency and, to the extent there is or has been any lapse in Council's declaration of emergency, Council hereby proclaims the existence of a continued and uninterrupted state of local emergency following the City's initial emergency declaration and continuing through the effective dates of this Ordinance.

Section 3. This ordinance is an emergency ordinance, is not permanent in nature, and shall not be codified.

Section 4. This ordinance shall take effect on the day it is enacted and shall expire sixty (60) days after its passage in accordance with WMC 2.08.310.

ENACTED BY THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA this 26th day of January, 2021.

THE CITY OF WHITTIER, ALASKA



Dave Dickason, Mayor

AYES: 7


NOES: 0

ABSENT: 0

ABSTAIN: 0

(An Emergency Order requires approval of all present members or ¾ of total membership, whichever is less – WMC 2.08.310)

ATTEST:


Jim Hunt
City Manager

(City Seal)



THE CITY OF WHITTIER

Gateway to Western Prince William Sound

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

**WHITTIER CITY COUNCIL
REGULAR MEETING
TUESDAY MAY 18, 2021
7:00 PM
COUNCIL CHAMBERS
PUBLIC SAFETY BUILDING**

MINUTES

1. CALL TO ORDER

City Clerk, Naelene Matsumiya called the meeting to order at 7:01 p.m.

2. OPENING CEREMONY

Naelene Matsumiya led the Pledge of Allegiance.

3. ROLL CALL

A. Council members present and establishing a quorum:

Victor Shen, Dan Blair, Monty Irvin, Peter Denmark, Tom Wagner (Joined at 7:52pm) and Dave Dickason.

MOTION: Monty Irvin made a motion to excuse David Pinquoch and Tom Wagner from tonight's meeting

SECOND: Dan Blair

DISCUSSION: None

VOTE: Motion passed unanimously

B. Administration Present:

Jim Hunt, City Manager

Naelene Matsumiya, City Clerk

Kris Erchinger, Finance Director

Scott Korbe, Public Works Director

Dave Borg, Harbormaster

Andre Achee, Police Chief

Others Present: Tim Wieland, Christina Wieland, Lindsey Erk, Roselle Medez, and Cathy McCord

4. APPROVAL OF MINUTES

April 20, 2021

MOTION: Peter Denmark made a motion to approve the minutes with amendments to add discussion of the personnel policy and procedures.

SECOND: Dan Blair

DISCUSSION: Peter Denmark requested the minutes be approved with the discussion of the policy and procedures included.

VOTE: Motion passed 4-1

5. APPROVAL OF THE REGULAR MEETING AGENDA

MOTION: Dan Blair made a motion to approve the May 18, 2021 Regular Meeting Agenda as is

SECOND: Monty Irvin

DISCUSSION: None

VOTE: Motion passed unanimously.

6. MAYOR'S REPORT

A. Mayor Report

Nothing new to report.

B. Vice Mayor Report

Nothing new to report.

7. MANAGER'S REPORT

A. City Manager and Director Reports- Jim Hunt

Jim reported that it has come to his attention that there's been issues that the City has been dealing with encroachment issues regarding lease, parking issues, fire and safety issues, and right of way issues. He stated that he hopes Council endorses ordinances when it comes to these issues. He also reported that Administration has been working on the Buckner Building and mitigation issues that need to be addressed. He stated that major progress has been made and will be brought forward to the City Council. Encouraged everyone to come forward with concerns about this. He reported that he has been working with Eastern Aleutian Tribes Clinic for a grant for Covid sanitation of the Public Safety Building and ambulances. He reported that the City is undergoing its audit.

Monty Irvin stated that there are a lot of issues to deal with in a short amount of time.

Jim responded by saying he has been working with the lobbyist and having ongoing conversations. He addressed the restrooms in the Harbor. Stated that restrooms are open, and restoration is in store.

Peter Denmark responded to Jim's comment about parking. He stated he will make comments as a member of the audience and as a business owner and not at the dais as a Council Member.

Kris Erchinger highlighted on the renewal of the City's insurance. She commended staff for their work in their participation in Safety Training. She thanked Dave Borg and Dyanna Pratt for their leadership roles in the process and because of them, the City has met its requirements and will be getting a reduction of its premium and has received discounts in each line of insurance. She reported that the audit is ongoing. She mentioned leases and leases that were eligible for lease credit based on agreements between the lessor and the lessee. She brought up the Inn at Whittier

and Passage Canal Development as they were the entities with lease credits. She updated by saying the Inn at Whittier has exhausted their lease credit and Passage Canal Development is expected to exhaust theirs in 2022. She gave an update on the State funding to the City has totaled to \$2.2 million and gave thanks to the State for helping the community during the pandemic. She added that in Federal funding, the City has received more than a million dollars.

Dan Blair responded to Jim's comment about the restroom and stated his support in restoration. He said it was the right move.

Dave Borg gave his report and stated that he and his staff had been chasing leaks in various areas of the harbor since water has been turned on. He continues to work on the harbor restrooms. He reported on the issues with the Travel Lift and how the aspects of the tires have malfunctioned during replacement and has slowed down repair. He commented that replacing the parts would cost \$8,900 not including shipping. He did the math and stated that it was \$4,000 for the tires and another \$8,900 to fix them. He said he will bring the discussion to the Port and Harbor Commission on whether to continue usage or not. Dave also mentioned he will need to spend more money on fixing hydraulics on the lift to get it leak free and operational. He reported that the harbor skiff is also experiencing issues as it started taking on water due to corrosion in the keel of the boat. He is looking for options, but the skiff will need to be replaced. He gave good news in revenue and said he was very impressed by the staff and what they have collected.

Jim thanked Dave for his due diligence with his crew. Jim continued to say that these issues we are facing now are issues from the past that were deferred and ignored and does not reflect Dave as a Harbormaster or his team. He commended staff in every department and Kelly Bender for her work in the Chamber of Commerce and added that despite the lack of cruise ships this summer, he thinks Whittier will have a great summer.

Dave Borg added one last comment about the boardwalk and putting money towards items that need repair. He spoke about the degraded infrastructure in the harbor and that eventually he's going to have to make a decision to start restoration to it.

Monty Irvin made a comment and thanked the Harbormaster and his staff and said he thinks both the Harbormaster and his staff are doing a wonderful job. "Keep it up!" He added.

Andre Achee updated on staff and said Ruben Garcia had been hired. Gave a brief background history on Ruben for the Council. He reported that the Whittier Public Safety is maintaining their contract with the tunnel and there has been a slight increase with the advantage to the City. Public Safety has assisted with parking enforcement. He continued reporting on signage and enforcement. He is planning to speak with business owners in the triangle area and parking enforcements there on busy days because if there was an emergency, the fire apparatus will not be able to make it through there. He hopes to have conversations that will result in a plan for ease of access for emergency vehicles. He continues working with the Harbormaster as well as the Public Works director for the harbor area. He reported on the Bike Rodeo event that was held with the school to teach about bike safety in Whittier. He thanked all those who were involved.

Monty Irvin made a comment about basic communication and Whittier Police Department's collaboration with Anchorage Police Department. He gave a summary about an incident that happened to him on Portage road. He asked why APD was patrolling an area in which Whittier Police should have been patrolling instead. Andre explained.

Scott Korbe gave his report on snow removal, water meters, and parking. He continued his report

with progress on the earthquake emergency repair funding, Shotgun Cove Road, and the Whittier wells project. He said the City is within budget for the wells project and that it should be shovel-ready by November or December of this year. He reported that the environmental assessment for Shotgun Cove Road has been completed and closed. Responses have been sent to Western Federal Lands. Army Corps. Permit for the Shotgun Cove Road project is in finalization phase. Shovel ready by January 2022. Working with Whittier Seafood for speed bumps and striping in the facility area. Currently looking for people to stripe. Finalized a claim on damage for snow removal equipment for repair. Scott mentioned grants for Shotgun Cove Road for \$6 million ask and a \$2.5 million FLAP grant. He stated that the City applied for a \$150,000 ADC Planning project and a \$2.8 million grant for Capitol Improvement project for the wells. He mentioned that despite getting people to work, work is still getting done.

Monty Irvin asked about the Head of the Bay project. Scott replied that there are environmental concerns and that studies are still being done it is beyond the City's control at this point.

Jim responded and said his concerns will be sent to the attorney. In the meantime, there are still entities interested in developing on the northernmost portion of the land. "We are tightening it up."

B. Attorney's Comments

8. COMMISSION/COMMITTEE REPORTS

A. Planning Commission

Nothing new to report

B. Port & Harbor Commission

Nothing new to report

C. Parks & Recreation Committee

Victor Shen reported on the beach clean-up at the head of the bay in collaboration with the Prince William Sound Stewardship foundation and another potential follow up beach clean-up. He mentioned that the Parks and Recreation committee is looking to install flower pots around the City and creating a "adopt-a-planter" program.

D. Whittier Community School

Tim Wieland reported on the graduation of Jenessa and Jeffery. He shared his enthusiasm about the weather for that day. He reported that on the previous day, the school held a graduation for the pre-school children who were not able to have a celebration last year. He reiterated on the Bike Rodeo event and thanked WPD and Victor Shen. Hunter Safety Kayak survival skills are still being offered to the children as well as other programs. He stated Archery has been closed. He reported that on May 25, there will be city clean up and the last day of school on May 26. Tim presented two plaques to Whittier Seafood and the Eastern Aleutian Tribes clinic to express appreciation for their efforts to help the school during the pandemic.

E. Prince William Sound Aquaculture Corp.

Nothing new to report

F. Regional Citizen's Advisory Council

Nothing new to report

9. CITIZENS COMMENTS ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

None

10. APPROVAL OF THE CONSENT AGENDA

None

11. PUBLIC HEARINGS (NON-ORDINANCE)

None

12. PRESENTATIONS

None

13. ORDINANCES

A. (Emergency Ordinance Public Hearing) Emergency Ordinance 2021-01- An Emergency ordinance of the City Council of the City of Whittier, Alaska, Retroactive Extending the City Manager's Proclamation of a Local Emergency In Order to Protect and Preserve the Health, Safety, and Welfare of the Whittier Community During a State and Local Public Health Emergency Resulting from Covid-19

MOTION: Dan Blair made a motion to open a Public Hearing for Emergency ordinance 2021-01 at 8:01 pm.

SECOND: Victor Shen

DISCUSSION: None

VOTE: Motion passed unanimously

No public testimony

MOTION: Dan Blair made a motion to close public testimony part of the public hearing and open it up for Council discussion.

SECOND: Victor Shen

DISCUSSION: None

VOTE: Motion passed unanimously

Council discussion:

Peter Denmark asked what the Covid policies are in terms of access to City Facilities. Jim responded that the City is mask-free and people have been visiting the Public Safety building. He reminded that if you do not feel comfortable you can still use your mask, doors are open and City staff still wear masks to their own discretion when seeing community members in their offices. Peter asked that administration come up with signage around the City that states "Please wear your mask." Jim asked for Council consensus and he will work with staff.

MOTION: Dan Blair made a motion to close the Public Hearing and adopt Emergency Ordinance #2021-01 and resume the Regular Meeting

SECOND: Victor Shen

DISCUSSION: None

VOTE: Motion passed unanimously

B. Ordinance #02-2021 – An Ordinance of The City Council of Whittier, Alaska Amending WMC Chapter 2.54 To Remove All Decision-Making Duties of The Port and Harbor Commission, Codify Process for Providing Recommendations to Council, and Remove Inconsistencies and Redundancy in the Reasons for and Processes Surrounding the Declaration of a Vacancy on the Commission.

Dan Blair asked about his sponsorship to the Ordinance. He stated his intention was to modify a typo

in the code. He stated that he thinks the Council is getting ahead of himself. Naelene Matsumiya clarified that the ordinance was prepared by the City Attorney after both Dan and Peter requested this item be on the agenda.

Dave Dickason asked if this had anything to do with Personnel?

Jim answered that this is only pertaining to the Ports and Harbor Commission to clarify in the code that they are an advisory board and not a Quasi-Judicial Board that the code states.

Peter Denmark Stated his essential concern was the lack of information stream from them other than their minutes and historically it has been through resolutions from the Ports and Harbor Commission and the Minutes.

Jim responded that anything after the passage of the Ordinance would be advisory only. He thanked Peter.

MOTION: Victor Shen made a motion to schedule a Public Hearing for Ordinance #02-2021 for the next regular meeting.

SECOND: Monty Irvin

DISCUSSION: None

VOTE: Motion passed unanimously

C. Ordinance #03-2021 – An Ordinance of The City Council Of Whittier, Alaska Amending WMC 2.10.040 To Permit The Mayor, Rather Than City Council, To Determine If Council Members Have Substantial Financial Interests Unless Council Overrides The Mayor's Determination

Council discussed the ordinance for some time as there was some confusion on the process and what constitutes a financial interest.

MOTION: Dan Blair made a motion to schedule a Public Hearing for ordinance #03-2021 at the Next Regular Meeting.

SECOND: Victor Shen

DISCUSSION: None

VOTE: Motion failed, 3-3.

14. RESOLUTIONS

None

15. UNFINISHED BUSINESS

A. Res. #12-2021, Regarding Ad Hoc Committee

Dan had some comments about using Seward's guidelines as a template.

16. NEW BUSINESS

17. COUNCIL DISCUSSION

Dan Blair asked to bring forward a COLA resolution in July for an inflation impact of the cost of living.

Monty stated that several staff had outlived the step raises and how it has changed throughout the years.

18. CITIZEN'S DISCUSSION

Scott Korbe updated on the restrooms at the City Park by the basketball court. He also he mentioned a resolution coming forward at the next meeting regarding Shotgun Cove Road. He also stated that the Permit Coordinator will be here to explain what it is about.

Cathy McCord extended her thanks to the Whittier Community school for their recognition of Whittier Seafood and what they have done for the students. She stated that they do not do it for the recognition, they do it for the children. She stated that Whittier Seafood will continue to help the school/community and thanked everyone.

Peter Denmark made a comment as a member of the public and spoke about parking issues. He gave a summary of an incident that happened between a harbor staff and an employee of Alaska Sea Kayakers. He stated that the appropriate avenue would have been to address the concerns with the business owner and not an hourly worker. He continued stating that he was told to do things differently regardless of what it takes for the business. He gave a history of when kayaks used to be launched in the east ramp and a letter letting them know that the east ramp is no longer feasible as a kayak launch area. The letter recommended the west ramp as a kayak launching area but the west ramp no longer exists. He stated that he had written letter to the City for kayaking infrastructure asking where the kaya launch site was, to no response. He stated that in 2019, the beach by the ferry terminal that was used for kayak launching was covered in fish slime and fuel spills. The same as Smitty's Cove and the other side of the harbor. He stated that after years of multiple request, to no response. He concluded that he is trying to run the one of the largest kayaking operations in South Central Alaska, and there is no where to go.

Dave Dickason gave some input and suggested that maybe an association be formed with Peter's company and other kayaking entities in Whittier.

Peter responded that the City will be hearing from operations that utilize Smitty's cove and the beach by the ferry terminal. Peter went on to say that the ferry terminal beach is railroad property meaning the City has no say in access and is being leased by another company. He mentioned potential closings due to traffic issues or other situations by the ferry operations and could cause some restriction of use. He continued.

Dave Borg responded to Peter's concerns. He apologized for misunderstanding the pressing manner of the situation and said that when this issue was discussed, it was implicated that it was a future project and not a project that needed to be done right now. He acknowledged the email and was under the impression that the subject was to coincide with the Comprehensive Plan as a waterfront plan. He stated that, at the moment, there is no quick fix, but he is looking at options to help. Dave also mentioned the parking and that he will speak to his employee about apologized for not taking it on personally.

Peter responded to Dave and reiterated the conversation that was had with Annie and Dave and agreed that, yes, there are no easy answers as of right now. He commented that they will survive this year and that there is no imminent crisis that will shut them down, but restricted access point and they're close to done. He concluded by thanking Dave for his response.

19. COUNCIL AND ADMINISTRATION'S RESPONSE TO CITIZEN'S COMMENTS

None

20. ADJOURNMENT

Council adjourned the meeting at 8:54pm

ATTEST:



Naelene Matsumiya
City Clerk

Dave Dickason
Mayor

**CITY OF WHITTIER, ALASKA
RESOLUTION # 039 -2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER,
ALASKA, ADOPTING UPDATED BUDGET POLICIES TO GUIDE THE
CITY TOWARD IMPROVED FINANCIAL STABILITY**

WHEREAS, the City Council is responsible for establishing policy for the City of Whittier and desires to approve policies aimed at strengthening the financial health of the City; and

WHEREAS, the Whittier City Council passed Budget Policies via Resolution #31-2020 on December 15, 2020; and

WHEREAS, budget policies should be amended as necessary to provide a path to guide budgetary decision-making in order to assist the City in achieving its current and future goals in a fiscally responsible and sustainable manner; and

WHEREAS these policies will help to manage financial pressures to address growing demands on City resources, while preserving long-term financial stability; and

WHEREAS, these policies should be reviewed and updated annually during the budget preparation process, to ensure that they continue to guide the City's long-term decision-making.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Whittier, Alaska that the budget policies for the City of Whittier attached hereto as Exhibit A are hereby adopted and that the City Manager is instructed to pursue these policies in order to continue to strengthen the City's financial performance and long-term sustainability.

CITY OF WHITTIER, ALASKA
RESOLUTION # 039 -2021

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council this 16th day of November 2021.

Dave Dickason
Mayor

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:

Jackie C. Wilde
Acting City Clerk

Exhibit A

CITY OF WHITTIER, ALASKA

2022 BUDGET POLICIES – Passed via Resolution #31-2020; 2021 proposed revisions

1. General Fund – Fund Balance Policy

The City should maintain a level of unassigned fund balance equal to at least 9-12 months' of expenditures and transfers-out¹. A sufficient level of reserves is considered that which can cover unanticipated revenue shortfalls, unforeseen needs and emergencies, contribute to replacing existing infrastructure, and cover the potential shortfall of all other City funds.

- A. When the level of Unassigned Fund Balance is not within the desired range, a plan should be developed to bring fund balance to within the desired range within three years.
- B. When the level of Unassigned Fund Balance is below the desired range, withdrawals from Unassigned Fund Balance should be limited to emergency purposes.

Fund Balance Considerations: The predictability of revenues (i.e. sales tax, PTBT, property tax); Vulnerability to single-source economic drivers (tourism, seafood industry); Volatility of expenditures; Exposure to one-time outlays (natural disasters, immediate capital outlays, state budget cuts); Drain on General Fund reserves from shortfalls in other Funds; Availability of resources in other Funds

2. One-Time Revenue Policy

One-time revenues (such as grant administration fees, sales of fixed assets, legal settlements, etc.) should *not* be utilized to fund ongoing expenditures but should be used to fund capital repairs and replacement. The use of one-time revenues to fund annual budgets promotes structural budget deficits in future years. To the extent that the General Fund Unassigned Fund Balance has reached 9 months of expenditures and transfers-out, *one-time revenues* will be allocated annually to a Capital Replacement Fund.

3. Revenue Stabilization Account Policy

The City may create a revenue stabilization account to maintain financial resources to protect against the need to reduce service levels or raise taxes or fees due to temporary revenue shortfalls or unpredicted one-time expenditures. The balance in this account could, for example, be equal to ten percent of the General Fund's annual revenues². This level of reserve is based on the City's increasing dependence on the visitor and seafood industries for the generation of sales tax, PTBT, fish taxes, CPV funds, camping fees, etc.

4. Accrued Annual Leave Funding Policy

The City should consider establishing an internal service fund for the purpose of accumulating cash to pay for accrued but unused portion of annual leave for General Fund employees. This account would be designated solely for the payment of accumulated leave.

5. Capital Replacement Fund Policy

¹ In 2020 the Policy requires Unassigned Fund Balance equal to between \$1,498,973 and \$2,248,460

² Currently \$270K. The City will develop a plan aimed at reaching this goal by 2023.

CITY OF WHITTIER, ALASKA
RESOLUTION # 039 -2021

The City should consider designating 50% of the prior year's annual surplus³ into a Capital Replacement Fund for the purpose of financing major capital maintenance and repairs (defined as items exceeding \$20,000) in any year where the General Fund Unassigned Fund Balance is within the band of established policy levels⁴. Expenditures from this Fund require specific appropriation from the City Council before being spent.

6. Sales of General Fixed Assets

Revenue from the sales of general fixed assets should be added to the Capital Replacement Fund.

7. Recurring Fund Source for Capital

The City should seek recurring funding sources to fund capital needs so that capital spending is not given last priority in competing for limited financial resources.⁵

8. Motor Pool Appropriation Control

Motor Pool reserves should be preserved for the sole intended purpose of replacing City heavy equipment and vehicles, based on the established goals of minimizing fluctuations to annual operating budgets and exercising fiscal prudence in saving for replacement of the City's fleet.

- A. Loans issued from the Motor Pool to the other City Funds (if any) will be repaid with interest to the Motor Pool to safeguard the viability of the long-range vehicle and heavy equipment replacement plan.
- B. The City will establish a Fleet Replacement Plan to be approved by the City Council. The Plan will allow for the routine and timely replacement of City vehicles and equipment at certain mileage or hour intervals per unit type, with the primary goals of maximizing safety, minimizing repair costs and achieving reasonable trade-in value.

9. Enterprise Fund Rate Reviews

Utility and Harbor rates should be reviewed annually to determine if they are adequate to cover annual operating and capital costs, plus the annual cost of depreciation. Tariffs should be adjusted to rise based on CPI annually, to reduce rate shock. Recommendations for annual rate adjustments beyond CPI should be made annually to the City Council.

10. Enterprise Fund Depreciation (MRRF) Funds

The City should establish a major repair and replacement fund (MRRF) for each of its major enterprise funds (Boat Harbor, Water and Wastewater, Delong Dock).

11. Depreciation Funding Policy

The policy of the City shall be to work toward funding a minimum of 100% of the annual rate of depreciation, recognizing that failure to establish adequate reserves for the replacement of plant and equipment shifts the financial burden of such major repairs and replacement, to future generations, creating an imbalance of inter-generational equity.

"Funding depreciation" is defined as either placing equivalent cash into the MRRF Fund or spending on

³ Defined as the difference between revenues plus transfers-in versus expenditures plus transfers-out.

⁴ Limit on Allocation of Surplus: The allocation of surplus funds from the General Fund to the Capital Replacement Fund should occur only when the General Fund Unassigned Fund Balance exceeds 6 months' reserves and should not draw the unassigned fund balance below 6 months' reserves.

⁵ The City has not yet identified a source of funds to fund capital needs. The City could, for example, decide to allocate future State Revenue Sharing for capital purposes in the future.

CITY OF WHITTIER, ALASKA
RESOLUTION # 039 -2021

capital repairs valued greater than \$20,000 such that the total amount invested in major maintenance and repair is at least 100% of the annual depreciation. Investments in new infrastructure are not considered investments in capital for the purposes of depreciation funding since they do not replace existing infrastructure.

Exception: Where Council determines that a specific enterprise fund asset will not be replaced at ratepayer or taxpayer cost, but will only be replaced through grants, or not be replaced at all, it may be prudent not to fund depreciation on that item.

12. Tax Cap Policy

Periodically review the City's tax cap on sales of items exceeding the cap to ensure that the cap does not erode the City's funding availability over time.

13. Cash Flow Projections Policy

When presenting the budget to the City Council for each Fund, the budget should include current cash flow data as well as the expected impact on Cash as a result of the proposed budget. Cash flow data should be current and should include the impact of any appropriations made in the year prior to the proposed Budget, so Council and the public are fully aware of the impact on cash of budget projections for each Fund.

14. Pay Schedule Policy

The proposed budget document should include the proposed Pay Plan Schedule listing the pay ranges for each position, plus indicate whether the proposed budget includes a cost-of-living adjustment.

Council Agenda Statement

Meeting Date: November 16, 2021

To: City Council

Through: Jim, Hunt, City Manager

From: Kris Erchinger, Finance Director



Agenda Item: **Resolution 039-2021** Adopting Updated Budget Policies to Guide the City Toward Improved Financial Stability

BACKGROUND, JUSTIFICATION & INTENT:

City Council is responsible for establishing policy for the City of Whittier and desires to approve policies aimed at strengthening the financial health of the City

City Council passed Budget Policies via Resolution #31-2020 on December 15, 2020

Budget policies should be amended as necessary to provide a path to guide budgetary decision making in order to assist the City in achieving its current and future goals in a fiscally responsible and sustainable manner. These policies will help to manage financial pressures to address growing demands on City resources, while preserving long-term financial stability and should be reviewed and updated annually during the budget preparation process, to ensure that they continue to guide the City's long-term decision-making.

Approval of adopting updated budget policies hereto as Exhibit A are hereby adopted and that the City Manager is instructed to pursue these policies in order to continue to strengthen the City's financial performance and long-term sustainability.

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	Comprehensive Plan: <i>Chapter 4: City Administration and Municipal Services: The Manager is responsible for administering the City's day-to-day operations and carrying out the policy directions of the City Council, including the assurance to all taxpayers and residents that the local government is effective and responsive to their needs.....</i>	X		
2.	Whittier Code: <i>Chapter 3.16 Budgets and Appropriations</i>	X		
3.	Other (list):			

FISCAL NOTE: Budget policies should be amended as necessary to provide a path to guide budgetary decision making in order to assist the City in achieving its current and future goals in a fiscally responsible and sustainable manner.

ATTORNEY REVIEW: Yes _____ No _____ Not Applicable ___X___

RECOMMENDATION: The Administration recommends Council adopt Resolution 039-2021 adopting updated budget policies to guide the city toward improved financial stability.

**CITY OF WHITTIER, ALASKA
RESOLUTION # 31-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER,
ALASKA, ADOPTING BUDGET POLICIES TO GUIDE THE CITY
TOWARD IMPROVED FINANCIAL STABILITY**

WHEREAS, the City Council is responsible for establishing policy for the City of Whittier and desires to approve policies aimed at strengthening the financial health of the City; and

WHEREAS, the Budget Policies attached hereto as Exhibit A provide a path to guide budgetary decision-making in order to assist the City in achieving its current and future goals in a fiscally responsible and sustainable manner; and

WHEREAS, these policies will help to manage financial pressures to address growing demands on City resources, while preserving long-term financial stability; and


WHEREAS, these policies may be reviewed and updated annually during the budget preparation process, to ensure that they continue to guide the City's long-term decision-making.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Whittier, Alaska that the budget policies for the City of Whittier attached hereto as Exhibit A are hereby adopted and that the City Manager is instructed to pursue these policies in order to continue to strengthen the City's financial performance and long-term sustainability.

BE IT FURTHER RESOLVED that in accordance with Budget Policy #4, an amount necessary to pay for the accrued but unused portion of annual leave for General Fund employees should be transferred from the General Fund to a newly-created Compensated Absences Fund.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council this 8th day of December, 2020.

ATTEST:


Naelene Matsumiya
City Clerk


Dave Dickason
Mayor

Ayes:

Nays:

Absent:
Abstain:

CITY OF WHITTIER, ALASKA
2021 BUDGET POLICIES – EXHIBIT “A”

1. General Fund – Fund Balance Policy

The City should maintain a level of unassigned fund balance equal to at least 9-12 months' of expenditures and transfers-out¹. A sufficient level of reserves is considered that which is able to cover unanticipated revenue shortfalls, unforeseen needs and emergencies, contribute to replacing existing infrastructure, and cover the potential shortfall of all other City funds.

- A. When the level of Unassigned Fund Balance is not within the desired range, a plan should be developed to bring fund balance to within the desired range within three years.
- B. When the level of Unassigned Fund Balance is below the desired range, withdrawals from Unassigned Fund Balance should be limited to emergency purposes.

Fund Balance Considerations: The predictability of revenues (i.e. sales tax, PTBT, property tax); Vulnerability to single-source economic drivers (tourism, seafood industry); Volatility of expenditures; Exposure to one-time outlays (natural disasters, immediate capital outlays, state budget cuts); Drain on General Fund reserves from shortfalls in other Funds; Availability of resources in other Funds

2. One-Time Revenue Policy

One-time revenues (such as grant administration fees, sales of fixed assets, legal settlements, etc.) should *not* be utilized to fund ongoing expenditures but should be used to fund capital repairs and replacement. The use of one-time revenues to fund annual budgets promotes structural budget deficits in future years. To the extent that the General Fund Unassigned Fund Balance has reached 9 months of expenditures and transfers-out, *one-time revenues* will be allocated annually to a Capital Replacement Fund.

3. Revenue Stabilization Account Policy

The City may create a revenue stabilization account to maintain financial resources to protect against the need to reduce service levels or raise taxes or fees due to temporary revenue shortfalls or unpredicted one-time expenditures. The balance in this account could, for example, be equal to ten percent of the General Fund's annual revenues². This level of reserve is based on the City's increasing dependence on the visitor and seafood industries for the generation of sales tax, PTBT, fish taxes, CPV funds, camping fees, etc.

4. Accrued Annual Leave Funding Policy

The City should consider establishing an internal service fund for the purpose of accumulating cash to pay for accrued but unused portion of annual leave for General Fund employees. This account would be designated solely for the payment of accumulated leave.

5. Capital Replacement Fund Policy

The City should consider designating 50% of the prior year's annual surplus³ into a Capital Replacement Fund for the purpose of financing major capital maintenance and repairs (defined as items in excess of \$20,000) in any year where the General Fund Unassigned Fund Balance

¹ In 2020 the Policy requires Unassigned Fund Balance equal to between \$1,498,973 and \$2,248,460

² Currently \$270K. The City will develop a plan aimed at reaching this goal by 2023.

³ Defined as the difference between revenues plus transfers-in versus expenditures plus transfers-out.

is within the band of established policy levels⁴. Expenditures from this Fund require specific appropriation from the City Council before being spent.

6. Sales of General Fixed Assets

Revenue from the sales of general fixed assets should be added to the Capital Replacement Fund.

7. Recurring Fund Source for Capital

The City should seek recurring funding sources to fund capital needs so that capital spending is not given last priority in competing for limited financial resources.⁵

8. Motor Pool Appropriation Control

Motor Pool reserves should be preserved for the sole intended purpose of replacing City heavy equipment and vehicles, based on the established goals of minimizing fluctuations to annual operating budgets and exercising fiscal prudence in saving for replacement of the City's fleet.

A. Loans issued from the Motor Pool to the other City Funds (if any) will be repaid with interest to the Motor Pool in order to safeguard the viability of the long-range vehicle and heavy equipment replacement plan.

B. The City will establish a Fleet Replacement Plan to be approved by the City Council. The Plan will allow for the routine and timely replacement of City vehicles and equipment at certain mileage or hour intervals per unit type, with the primary goals of maximizing safety, minimizing repair costs and achieving reasonable trade-in value.

9. Enterprise Fund Rate Reviews

Utility and Harbor rates should be reviewed annually to determine if they are adequate to cover annual operating and capital costs, plus the annual cost of depreciation. Tariffs should be adjusted to rise based on CPI annually, to reduce rate shock. Recommendations for annual rate adjustments beyond CPI should be made annually to the City Council.

10. Enterprise Fund Depreciation (MRRF) Funds

The City should establish a major repair and replacement fund (MRRF) for each of its major enterprise funds (Boat Harbor, Water and Wastewater, Delong Dock).

11. Depreciation Funding Policy

The policy of the City shall be to work toward funding a minimum of 100% of the annual rate of depreciation, recognizing that failure to establish adequate reserves for the replacement of plant and equipment shifts the financial burden of such major repairs and replacement, to future generations, creating an imbalance of inter-generational equity.

"Funding depreciation" is defined as either placing equivalent cash into the MRRF Fund, or spending on capital repairs valued greater than \$20,000 such that the total amount invested in major maintenance and repair is at least 100% of the annual depreciation. Investments in new infrastructure are not considered investments in capital for the purposes of depreciation funding, since they do not replace existing infrastructure.

Exception: Where Council determines that a specific enterprise fund asset will not be replaced at ratepayer or taxpayer cost, but will only be replaced through grants, or not be replaced at all,

⁴ Limit on Allocation of Surplus: The allocation of surplus funds from the General Fund to the Capital Replacement Fund should occur only when the General Fund Unassigned Fund Balance exceeds 6 months' reserves and should not draw the unassigned fund balance below 6 months' reserves.

⁵ The City has not yet identified a source of funds to fund capital needs. The City could, for example, decide to allocate future State Revenue Sharing for capital purposes in the future.

it may be prudent not to fund depreciation on that item.

12. Tax Cap Policy

Periodically review the City's tax cap on sales of items in excess of the cap to ensure that the cap does not erode the City's funding availability over time.



THE CITY OF WHITTIER

Gateway to Western Prince William Sound

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

**WHITTIER CITY COUNCIL
REGULAR MEETING
TUESDAY DECEMBER 15, 2020
7:00 PM
COUNCIL CHAMBERS
PUBLIC SAFETY BUILDING**

MINUTES

1. CALL TO ORDER

Mayor Dave Dickason called the meeting to order at 7:07 p.m.

2. OPENING CEREMONY

Mayor Dave Dickason led the Pledge of Allegiance.

3. ROLL CALL

A. Council members present and establishing a quorum: David Pinquoch, Victor Shen, Tom Wagner Dan Blair, Monty Irvin, Peter Denmark, and Dave Dickason.

B. Administration Present:

Jim Hunt, City Manager
Annie Reeves, Assistant City Manager
Naelene Matsumiya, City Clerk
Kris Erchinger, Finance Director
Scott Korbe, Public Works Director
Andre Achee, Police Chief
Dave Borg, Harbormaster

Others Present: Sean Baski, Eric Swedberg, Travis Holmes, Pat Reeves, Alice Rademacher, Matthew Stone, Time Wieland, Cathy McCord, Lisa Kruse, Lindsey Erk, Nick Olzenak, Christine Wieland, Kelly bender, Mike Bender, Andrea Korbe, Todd Perez, and Jenessa Lorenz

4. APPROVAL OF MINUTES

November 17, 2020 Regular Meeting Minutes
November 23, 2020 Special Meeting Minutes

MOTION: Dan Blair made a motion to approve the minutes.

SECOND: Monty Irvin

DISCUSSION: None

VOTE: Motion passed unanimously

5. APPROVAL OF THE REGULAR MEETING AGENDA

MOTION: Victor Shen made a motion to approve the Regular Meeting Agenda as is.

SECOND: Dan Blair

DISCUSSION: Add Presentation Item: Seward 75-90 Highway Project Update and move presentation item to 5a.

VOTE: Motion passed unanimously.

6. MAYOR'S REPORT

A. Mayor Report

Nothing new to report.

B. Vice Mayor Report

Nothing new to report.

7. MANAGER'S REPORT

A. City Manager and Director Reports- Jim Hunt

Jim and directors reported on the following:

Whittier wells project

Harbor office reopening

8. COMMISSION/COMMITTEE REPORTS

A. Planning Commission

Nothing new to report

B. Port & Harbor Commission

Nothing new to report

C. Parks & Recreation Committee

Victor Shen advertised that the Committee is still looking for volunteers to advocate trails.

D. Whittier Community School

Tim Wieland thanked parents in their efforts to support online learning and Victor Shen as well for offering lessons virtually for the shop class. He reported that the Thanksgiving meal deliveries will be postponed until further notice and that in-school sessions are expected to resume after Christmas break, depending on circumstances.

E. Prince William Sound Aquaculture Corp.

Nothing new to report

F. Regional Citizen's Advisory Council

Mike Bender reported that the advisory Council is in the process of prioritizing their budget.

9. CITIZENS COMMENTS ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

10. APPROVAL OF CONSENT CALENDAR

A. Liquor License Renewal, Sportsman's Inn – 1074

B. Liquor License Renewal, Inn at Whittier – 4924

MOTION: Monty Irvin made a motion to approve the items in the consent calendar

SECOND: Dan Blair

DISCUSSION: None

VOTE: Motion passed, 6-1, Victor Shen recused, declared a conflict of interest

11. PUBLIC HEARINGS (NON-ORDINANCE)

None

12. PRESENTATIONS

Sean Baski and other members of the DOT gave a brief update on the Seward 75-90 Highway Project. Answered questions. Council thanked Sean and his team for the information.

13. ORDINANCES

(2nd Reading)

A. Ord. #05-2020 – An Ordinance of the City Council of the City of Whittier, Alaska, Approving the 2021 Budgeted Revenues, Expenditures/Expenses and Interfund Transfer, and Appropriating Funds

MOTION: Dan Blair made a motion to open the public hearing for public testimony at 7:34 pm

SECOND: Monty Irvin

DISCUSSION: None

VOTE: Motion passed unanimously

Kelly Bender, Todd Perez, and Nick Olzenak gave public testimony speaking in favor of the proposed 2021 budget.

MOTION: Dan Blair made a motion to close the Public Testimony part of the Public Hearing and open it up for Council Discussion

SECOND: Monty Irvin

DISCUSSION: None

VOTE: Motion passed unanimously

Council expressed some concerns in areas such as the Public Safety Department and the Harbor. They discussed future projects and its impact on the budget. Kris addressed the concerns and Council offered minor amendments. Council discussion ensued. Council thanked Kris for her work in the budget.

MOTION: Dan Blair made a motion to close the public hearing at 8:21pm

SECOND: Peter Denmark

DISCUSSION: None

VOTE: Motion passed unanimously

MOTION: Victor Shen made a motion to adopt Ordinance #05-2020 with the amendments

SECOND: Victor Shen

DISCUSSION: None

VOTE: Motion passed, 5-2

14. RESOLUTIONS

A. Res. #33-2020 – A Resolution of The City Council of The City of Whittier, Alaska, Adopting an Alternative Allocation Method for the FY2021 Shared Fisheries Business Tax Program and Certifying that this Allocation Method fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in Fisheries Management Area 15 – Prince William Sound

MOTION: David Pinquoch made a motion to adopt Res. #33-2020

SECOND: Monty Irvin

DISCUSSION: None

VOTE: Motion passed unanimously

15. UNFINISHED BUSINESS

16. NEW BUSINESS

17. COUNCIL DISCUSSION

Council Discussed the following:

Priorities

Harbor Fee Schedule

18. CITIZEN'S DISCUSSION

Kelly Bender advertised that on January 14, a presentation for the Barry Arm Landslide will be held to share information to the public. The event will be held from 1-4pm

Andre informed that there was a switch-over for fire apparatus in the Fire/EMS department

Nick Olzenak commended the Public Works Department for plowing the streets of Whittier.

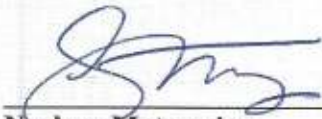
19. COUNCIL AND ADMINISTRATION'S RESPONSE TO CITIZEN'S COMMENTS

None

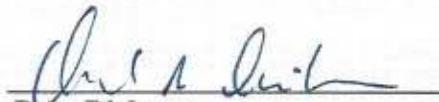
20. ADJOURNMENT

Council adjourned the meeting at 8:42pm

ATTEST:



Naelene Matsumiya
City Clerk



Dave Dickason
Mayor

**CITY OF WHITTIER, ALASKA
RESOLUTION # 040-2021**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, APPROVING THE ASSIGNMENT OF THE LEASE BETWEEN THE CITY OF WHITTIER AND WHITTIER DOCK ENTERPRISES, A WHOLLY OWNED SUBSIDIARY OF FRANKLIN DOCK ENTERPRISES, TO PRINCESS CRUISES LINES, LTD, SUBJECT TO AND CONDITIONAL UPON FURTHER AMENDMENTS TO AND RESTATEMENT OF THE TERMS OF THE LEASE, AND APPROVING THE ESSENTIAL TERMS OF A SECOND AMENDED AND RESTATED TIDELANDS LEASE WITH PRINCESS CRUISE LINES, LTD, INTENDED TO AMEND AND RESTATE THE LEASE WITH WHITTIER DOCK ENTERPRISES, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO ALL NECESSARY AGREEMENTS WITH THE PARTIES INCORPORATING THE ESSENTIAL TERMS APPROVED IN THIS RESOLUTION

WHEREAS, effective April 24, 2003, Passage Canal Development LLC, an Alaska limited liability company (“PCD”), the predecessor to Whittier Dock Enterprises (“WDE” or “Tenant), entered into a Tidelands Lease Agreement - Cruise Parcel (Amended and Restated 2003) with the City as “Landlord”, for the lease of certain City owned land commonly known as the “Cruise Parcel” and described as the “Leasehold Premises”; and

WHEREAS, effective April 24, 2003, City and PCD entered into an Amendment to Tidelands Lease Agreement - Cruise Parcel (Amended and Restated 2003) (the “First Amendment”); and

WHEREAS, effective April 29, 2003, PCD assigned to WDE its leasehold interest under the Tidelands Lease Agreement - Cruise Parcel (Amended and Restated 2003) pursuant to an Assignment of Lease for which the City executed a Consent to Assignment dated May 4, 2003; and

WHEREAS, effective May 20, 2003, the City and WDE entered into a Second Amendment to Tidelands Lease Agreement – Cruise Parcel (Amended and Restated 2003) (the “Second Amendment”); and,

WHEREAS, the City, WDE, and Franklin Dock Enterprises, as the parent and successor in interest to WDE, entered into a Third Amendment to Tidelands Lease Agreement – Cruise Parcel (Amended and Restated 2003) (the “Third Amendment”), solely for the purpose of correcting the legal description of the Leasehold Premises (the Tidelands Lease Agreement – Cruise Parcel (Amended and Restated 2003), together with the First Amendment, Second Amendment and Third Amendment are hereinafter referred to as the “Original Lease”); and

WHEREAS, the term of the Original Lease concludes on October 1, 2033, with the tenant having a right and option to renew the Original Lease for an additional thirty-five (35) year term. The Original Lease contemplates a further thirty-five (35) year extension of the term of the lease, subject to mutual agreement of the parties; and

WHEREAS, Princess Cruise Lines, Ltd. (“Princess” or “New Tenant”), has entered into an agreement to purchase certain assets of WDE, including, without limitation, the Original Lease; and

WHEREAS, part of the transaction requires Council approval relative to the assignment of the Original Lease from WDE to Princess; and

WHEREAS, in connection with the request to assign the Original Lease, the City engaged in a review of the uses being proposed by Princess for the Leasehold Premises, and it appears to the City that Princess intends to operate the Leasehold Premises in a manner that is similar, albeit not identical to, the current cruise ship terminal operations, specifically, as a cruise ship dock and cruise terminal facility; and

WHEREAS, in connection with the request to assign the Original Lease, the City also undertook a review of the terms of the Original Lease, was able to negotiate certain terms with Princess that are more favorable to the City, and which will be incorporated into an amendment and restatement of the Original Lease, and which, include, among other things: (1) an increase in the annual minimum rental rate, which will be based on the number of cruise ship dockings per week during the summer, and which will be \$80,000 for up to three ships per week; (2) additional rent of \$20,000 for each ship in excess of three scheduled cruise ships per week; (3) annual rental rate increases based on changes in the consumer price index, not to exceed 2% per year; (4) a \$2,500 fee for each non-routine dockings during the year; (5) Princess will maintain all required insurance coverages for the term of the lease and will keep the Leasehold Premises in good condition and make all necessary repairs to keep the facility in as good condition as it is at the point of assumption of the Original Lease, normal wear and tear excepted; and (6) Princess will retain local management responsible for business operations on the Leasehold Premises, with the authority to make necessary and appropriate business and management decisions insofar as those decisions relate to the relationship with the City under the lease; and

WHEREAS, at the expiration or earlier termination of the lease, the improvements on the Leasehold Premises shall become the property of the City, all as provided in the lease; and

WHEREAS, the City acknowledges that Princess intends to make additional improvements, including the installation of shore power facilities where appropriate, to meet their own goal of reducing carbon emissions, which will provide incidental benefits to the City; and

WHEREAS, in order for the transaction to proceed, the parties will require the execution of an assignment of the Original Lease to Princess, a consent to assignment by the City, and the amendment and restatement of the lease, and the recording of a memorandum of the amended and restated lease; and

WHEREAS, under the terms of the proposed assignment, FDE, on behalf of WDE and itself, agrees to defend, indemnify and hold the City harmless from any and all obligations, claims, demands, losses, damages, costs, charges and liabilities, arising under or related to the Original Lease prior to the effective date of the assignment of lease to Princess; and

WHEREAS, the Whittier City Council hereby finds that the public interest is best served by allowing for a lease having a term of longer than twenty (20) years based on the purpose of the lease for use in operating and managing a cruise ship terminal and dock facility, and the positive economic contribution of this activity to the community, as well as the specific nature and value of the property improvements placed on the Leasehold Premises, which will revert to the City at the conclusion of the amended and restated ease.

NOW, THEREFORE, the Whittier City Council hereby resolves that:

Section 1. Whittier City Council hereby approves a lease assignment from WDE to Princess, subject to and conditional upon the following essential terms:

Term A: The Original Lease shall be amended in accordance with terms and conditions set forth in the Second Amended and Restated Tidelands Lease – Cruise Parcel (2021), with the same essential terms as presented to Council.

Term B: The parties agree to execute lease assignment having the same essential terms as presented to Council.

Term C: Princess agree to record, at its own cost and expense, a Memorandum of Lease for the Second Amended and Restated Tidelands Lease – Cruise Parcel (2021) with the same essential terms as presented to Council.

Term D: Rent for the Leasehold Premises shall be set at a minimum annual rent of \$80,000 for up to three ships per week, with additional rent of \$20,000 for each ship in excess of three scheduled cruise ships per week, subject to annual CPI increases not to exceed 2%, plus the City shall be able to collect docking fees from Princess, in the amount of \$2,500.00, for each non-routine docking.

Section 2. Whittier City Council’s approval of the assignment of the Original Lease is subject to and conditional upon the adoption of the essential terms in Section 1 of this Resolution.

Section 3. The form of the proposed amended and restated lease presented to City Council is hereby approved, the City Council hereby declaring a public interest finding based on the purpose of the amended and restated lease insofar as it contributes significantly to increased economic activity of the City, and due to the significant value of dock and cruise terminal facility infrastructure on City land, in accordance with Whittier Municipal Code § 3.36.320 - Terms of Lease, as the same may be amended or renumbered from time to time.

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

CITY OF WHITTIER, ALASKA

RESOLUTION # 040-2021

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PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council
on this 16th day of November, 2021.

Dave Dickason
MAYOR

ATTEST:

CITY CLERK

Ayes:

Nays:

Absent:

Abstain:

Council Agenda Statement



Meeting Date: November 16, 2021

To: City Council

From: Jim, Hunt, City Manager

Agenda Item: **Resolution 040-2021** Approving The Assignment Of The Lease Between The City Of Whittier And Whittier Dock Enterprises, A Wholly Owned Subsidiary Of Franklin Dock Enterprises, To Princess Cruises Lines, Ltd, Subject To And Conditional Upon Further Amendments To And Restatement Of The Terms Of The Lease, And Approving The Essential Terms Of A Second Amended And Restated Tidelands Lease With Princess Cruise Lines, Ltd, Intended To Amend And Restate The Lease With Whittier Dock Enterprises, And Authorizing The City Manager To Enter Into All Necessary Agreements With The Parties Incorporating The Essential Terms

BACKGROUND. JUSTIFICATION & INTENT:

The purpose of Resolution No. 040-2021 is to assign the Cruise Parcel lease from Whittier Dock Enterprises, LLC (WDE) to Princess Cruise Lines, Ltd. (PCL). To facilitate the assignment of lease, the administration focused on meeting the City's goals and objectives under the City Code, the City Comprehensive Plan and the Harbor Development Plan. City Council has directed the Administration to review City lease policies and terms to ensure that all lease actions and negotiations comport with the City Comprehensive Plan, Harbor Development Plan, the Master Lease with the Alaska Railroad Corporation (when applicable), local ordinances, and to ensure more uniform and consistent provisions contained in new and renewing City leases. This Resolution recommends that consent to the assignment of the lease at issue be granted subject to amendments to the current ground lease, to comply with the directives and goals of Council. It is noted that the proposed lease amendments provide for a slight change in use, from a privately owned harbor operator to management and operations performed by a cruise ship operator, and the term of the amended and restated lease, with renewals, exceeds the term of twenty (20) years (which is also allowed by the existing lease). Under WMC 3.36.320(A), the Council may approve lease terms in excess of 20 years if it determines from the purpose of the lease, or the nature of the improvements which may be placed on the leased property, that a longer term would benefit the City. Ordinarily, to justify a longer lease term, tenants are expected to make substantial improvements to land and provide economic and other benefits to the community, in exchange for a longer lease term. In this case, the Leased Premises is improved as a commercial cruise ship docking facility plus upland cruise terminal and improvements. The facility has historically provided, and will continue to provide, significant economic activity and revenues for the City derived from tourism. In addition, the Administration has negotiated a significant increase in the base rent (at least double what is charged to the current tenant), as well as additional rent and rent adjustments consistent with other City leases. In addition, the City Administration was able to negotiate additional provisions not present in the lease being assigned, which are favorable to the City and which ensure more consistent lease terms among City leases (i.e. CPI increases, insurance provisions).

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	2020 Comprehensive Plan (<i>document source here</i>): Chapter 9: Land Ownership, Land Use and Land Management: Land Use Regulation, Zoning, Cooperative Agreements, Land Lease and Management pg. 56 & 59	X		
2.	Whittier Code: Chapter 3.36 Acquisition and Disposal of Municipal Property 3.36.190, 3.36.320, 3.36.350	X		
3.	Other (<i>list</i>):			

FISCAL NOTE:

The current cruise terminal operator (WDE) pays annual rent of \$40,000 with no mechanism for a lease rate increase, even to account for inflationary increase, through the end of the lease term including extensions (more than 90 years). The assigned lease to Princess requires an annual minimum lease payment of \$80,000 based on three ships docking per week during the summer. Each additional weekly ship generates additional lease revenues of \$20,000 each (per ship, per season). These amounts will increase each year by the CPI, not to exceed 2% increase per year. In addition, each docking of a ship that is not on the weekly summer schedule will generate an additional lease payment of \$2,500.

ATTORNEY REVIEW: Yes X No Not Applicable

RECOMMENDATION: The Administration recommends Council adopt Resolution 040-2021 and approve the essential terms contained therein. WDE and PCL desire to proceed expeditiously with the assignment and amendments being proposed, and the adoption of the Resolution authorizes the City Administration to work with the WDE and PCL to finalize the lease transfer, amendment, and related matters.

SECOND AMENDED AND RESTATED TIDELANDS LEASE AGREEMENT- CRUISE PARCEL (2021)

THIS SECOND AMENDED AND RESTATED TIDELANDS LEASE AGREEMENT - CRUISE PARCEL (2021) (the "Second Amended and Restated Cruise Parcel Lease") is made and entered into as of the ____ day of November, 2021 (the "Effective Date"), by and between the City of Whittier, a municipal corporation ("Landlord"), and Princess Cruise Lines, Ltd a Bermuda corporation ("Tenant").

RECITALS

- A. Landlord is the owner of certain real property located in Whittier, Alaska.
- B. Tenant's predecessor and Landlord entered into a Tidelands Lease Agreement dated as of June 30, 1999 (the "Initial Lease"), in which Tenant's predecessor leased certain land from Landlord, referred to in the Initial Lease as the "Real Property." Subsequently, the Initial Lease was amended by the First Amendment to Lease Agreements dated as of February 15, 2000, and by the Second Amendment to Lease Agreements dated as of July 16, 2001.
- C. On April 21, 2003, Landlord and Tenant's predecessor entered into a Third Amendment to Divide Tidelands Lease that further amended the Initial Lease to divide the New Harbor Tract (as defined in the Initial Lease) into two parcels: the "Cruise Parcel" and the "Marina Parcel."
- D. Under the Third Amendment to Divide Tidelands Lease, the Cruise Parcel was excluded from the scope of the Initial Lease (as amended) in order that it may be the subject of an amended and restated lease between Landlord and Tenant's predecessor.
- E. By Tidelands Lease Agreement – Cruise Parcel (Amended and Restated 2003) dated April 24, 2003 (the "First Amended and Restated Cruise Parcel Lease"), Landlord and Tenant's predecessor agreed to amend and restate their rights and obligations relative to the Cruise Parcel, superseding the Initial Lease and all amendments to it, and for the First Amended and Restated Cruise Parcel Lease to control the relationship of the parties with respect to the Cruise Parcel on and after April 23, 2003.
- F. The First Amended and Restated Cruise Parcel Lease was amended by the First Amendment to Tidelands Lease Agreement – Cruise Parcel (Amended and Restated 2003), made effective April 24, 2003.
- G. The First Amended and Restated Cruise Parcel Lease was amended by a Second Amendment to Tidelands Lease Agreement – Cruise Parcel (Amended and Restated 2003), dated May 28, 2003.

H. The First Amended and Restated Cruise Parcel Lease is being assigned to Tenant contemporaneously with the execution of this Second Amended and Restated Cruise Parcel Lease. Landlord's consent to the assignment is contingent upon Tenant executing this Second Amended and Restated Cruise Parcel Lease. Tenant's execution of this Second Amended and Restated Cruise Parcel Lease is contingent upon the contemporaneous assignment.

I. The parties desire to amend and restate the First Amended and Restated Cruise Parcel Lease, as amended, by this Second Amended and Restated Cruise Parcel Lease (hereinafter referred to as the "Lease").

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between Landlord and Tenant as follows:

SECTION I PREMISES

1.1 Lease. For and in consideration of Tenant's promise to pay the rent and other sums provided for in this Lease and Tenant's promise to perform the other covenants contained in this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the property commonly known as the Cruise Parcel ("Leasehold Premises"). The Leasehold Premises is shown and described more particularly on the final survey and legal description attached hereto and incorporated herein as Exhibit "A". The Leasehold Premises shall be used as a commercial harbor for the operation of a cruise ship business, as well as related uses, and for no other purpose.

1.2 Lease Term. The term of this Lease ("Lease Term") shall commence as of the Effective Date and shall expire (unless renewed pursuant to Section 1.3 below) on October 1, 2033, unless earlier terminated pursuant to the terms hereof or by agreement of the parties hereto.

1.2.1 The Cruise Parcel Facilities. Tenant's predecessor previously constructed the Cruise Parcel Facilities on the Leasehold Premises, which consist of, *inter alia*, a 400-foot wave barrier dock facility, and includes moorage sufficient to accommodate at least one ocean-going cruise ship, as more particularly described in Exhibit B. During the Lease Term, Tenant is solely responsible to obtain and comply with all required permits, authorizations, and approvals for such moorage from all state, federal and local government agencies having regulatory authority over construction or operation of the cruise ship moorage and harbor-related issues, including port and harbor safety and traffic impacts.

1.3 Tenant's Right to Renew.

1.3.1 Renewal Period. Unless there shall exist a material default hereunder on the part of the Tenant which is not cured or in good faith in the process of being cured, Tenant shall have the right to renew the term at the end of the initial Lease Term described in Section 1.2 above for one (1) additional period of thirty-five (35) years ("Renewal Period"), subject to the notice provisions in Section 1.3.3.

1.3.2 Second Renewal Period. Unless there shall exist a material default hereunder on the part of the Tenant which is not cured or in good faith in the process of being cured, the parties may by mutual agreement renew the Lease Term at the end of the initial Renewal Period for one (1) additional period of thirty-five (35) years ("Second Renewal Period").

1.3.3 Notice. Notice of the exercise of any right to renew shall be given to Landlord in writing prior to the beginning of the twelfth (12th) month preceding the date the then current Lease Term is to end. If Landlord has not received a notice of renewal from Tenant prior to the beginning of the twelfth (12th) month preceding the date the then current Lease Term is to end, Landlord shall send written notice to Tenant to confirm that Tenant does not intend to exercise a renewal option. Tenant may exercise its renewal right by giving notice within thirty (30) days of Landlord's inquiry notice.

1.3.4 Terms and Conditions. During the Renewal Period and Second Renewal Period all terms and conditions of this Lease shall continue to apply, including the rental rate established in Section 2. Any renewal of the Lease shall be subject to the provisions of the Whittier Municipal Code then in effect at the time of renewal.

1.4 Landlord's Warranties. Landlord represents and warrants that:

(a) As of the Effective Date the Leasehold Premises is free of all liens and encumbrances except those of record; and

(b) Landlord has the authority to enter into this Lease and its execution and delivery by Landlord has been duly authorized; and

(c) Tenant shall at all times from and after the Effective Date and for the balance of the Lease Term have the right to peacefully and quietly have, hold and enjoy the Leasehold Premises.

1.5 Tenant's Warranties. Tenant represents and warrants that Tenant has the authority to enter into this Lease and its execution and delivery by Tenant has been duly authorized.

1.6 Use. Leasehold Premises is leased to Tenant for the purpose of operating and maintaining the Cruise Parcel Facilities (the

“Improvements”) and for no other purpose unless such use is approved by Landlord in writing prior to commencement of such use. In addition, Landlord acknowledges that Tenant is committed to reducing carbon emissions from its ships in ports by installing shore power facilities, where appropriate, to meet this initiative. Tenant is currently exploring the possibility of installing shore power on the Leasehold Premises and Landlord agrees to engage in good faith negotiations with Tenant regarding same going forward. 1.6.1 Compliance with Laws. Tenant, and all approved subtenants, shall comply with all applicable laws, ordinances, and regulations of Governmental Authority now, or hereafter enacted, to the extent applicable to Tenant’s use, operation and maintenance of the Improvements and occupancy of the Leasehold Premises whether or not any such laws, ordinances, or regulations, which may be hereafter enacted, involve a change of policy on the part of the Governmental Authority enacting the same. Tenant agrees to defend and hold Landlord harmless from any third party claims, suits, demands, damages and judgements to the extent attributable to Tenant’s violation of such laws, ordinances, and/or regulations. Tenant further agrees that it will not permit any unlawful occupation, business, or trade to be conducted on the Leasehold Premises or any use to be made thereof contrary to any law, ordinance, or regulation as aforesaid with respect thereto. The operation and maintenance of all sanitation, food service, and water supply systems and facilities by Tenant shall comply with the standards of the State of Alaska Department of Environmental Conservation and the United States Public Health Service as well as any and all other government entities regulating the same.

In the event the use or occupancy of the Leasehold Premises by Tenant or any authorized subtenant shall constitute a violation of any such Governmental Authority, Tenant shall take all steps, promptly upon knowledge of such violation, reasonably necessary to remedy or prevent the same, as the case may be.

1.6.2 Compliance with Insurance Requirements. Tenant covenants that it will observe and comply with the requirements of all policies of liability, fire and other policies of insurance required to be maintained by Tenant at any time in force with respect to the Leasehold Premises, and Tenant shall, in the event of any violation or attempted violation of the provisions of this section by any permitted subtenant, take steps promptly upon knowledge of such violation or attempted violation to remedy or prevent the same, as the case may be.

1.6.3 Contests. Tenant shall have the right, after prior written notice to Landlord, to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant or Landlord or both, without cost or expense to Landlord, the validity or application of any law, ordinance, order, rule regulation or requirement of the nature referred to in Sections 1.2.1, 1.6.1, or elsewhere herein, subject to the following:

(a) If by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith pending the prosecution of any such

proceeding may legally be delayed without the incurrence of any lien, charge or liability of any kind against the Leasehold Premises or any part thereof and without subjecting Tenant or Landlord to any liability, civil or criminal, for failure so to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding; or

(b) If any lien, charge, or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest as aforesaid and delay as aforesaid, provided that such delay would not subject Landlord to criminal liability or fine, and Tenant (i) furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of such contest or delay, and (ii) prosecutes the contest with due diligence. Landlord, without cost to it, shall, subject to the foregoing, execute and deliver any appropriate papers which may be necessary or proper to permit Tenant so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement.

1.7 Maintenance and Repairs. Tenant at its expense will keep the Leasehold Premises in good and clean order and condition, and will promptly make or cause others to make all necessary or appropriate repairs, replacements or renewals thereof, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen. All repairs, replacements and renewals shall be substantially equal in quality and class to the original work. Tenant's repair, replacement and renewal obligations are subject to reasonable wear and tear. Tenant waives any rights created by any law now or hereafter in force to make repairs to the Leasehold Premises at Landlord's expense, in that Landlord and Tenant have by this Lease made specific provision for such repairs and have their respective obligations thereto. Tenant, at its expense, will do or cause others to do every act necessary or appropriate for the preservation and safety of the Leasehold Premises by reason of or in connection with any excavation or other building operation upon the Leasehold Premises or any adjoining property by Tenant, including, without limitation, all shoring up of foundations and walls of the Improvements or of the ground adjacent thereto, whether or not the owner of the adjoining property shall be required by any legal requirement to take such action or be liable for failure to do so.

1.8 Local Management. Tenant agrees that the business of the Tenant within or upon the Leasehold Premises shall have local management and a manager or agent named by the Tenant who shall be responsible for operations of the Improvements and authorized by Tenant to make all appropriate business and management decisions insofar as those decisions relate to or bear upon Tenant's relationship with Landlord. On or before Tenant's execution hereof, Tenant shall furnish to Landlord, in writing, the name, address, and phone number of its local agent and shall notify Landlord thirty (30) days in advance, in writing, of any change in that information.

SECTION 2 RENT

2.1 Annual Minimum Rent. Commencing on the Commencement Date, Tenant shall pay Landlord Annual Minimum Rent in the amount of Eighty Thousand and 00/100 Dollars (\$80,000.00) per Lease Year for up to three ships per week scheduled for the Leasehold Premises ("Annual Minimum Rent"). If the schedule increases to four ships a week, an additional rent of Twenty Thousand Dollars (\$20,000) per Lease Year shall be due ("Additional Rent"). If the schedule increases beyond four ships a week, an additional rent charge of Twenty Thousand Dollars (\$20,000) per ship shall be due ("Excess Rent"). Annual Minimum Rent, Additional Rent and Excess Rent are sometimes hereinafter referred to as "Rent". For purposes of example only, if the schedule in a Lease Year has six (6) ships per week, the following rent will be due: (i) Annual Minimum Rent in the amount of \$80,000.00 (ii) Additional Rent of \$20,000.00, and (iii) Excess Rent of \$40,000.00, for total Rent of \$140,000.00. Occasional dockings by other ships (typically at the beginning or the end of the summer season or if docking as part of a world or special itinerary), shall not be included in the calculation of Rent and shall instead incur a fee of Two Thousand Five Hundred Dollars (\$2,500) per special dockage ("Special Docking Fee").

2.2 Intentionally Omitted.

2.3 Interim Rent Adjustments (CPI Adjustment). For each year, the Annual Minimum Rent payment shall be increased beginning January 1 in an amount that reflects the increase, if any, in the cost of living for the previous full year as stated in the Consumer Price Index, All Urban Consumers, Anchorage, Alaska Area, All Items 1967=100 ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics for the most recent period or by two percent (2%), whichever is lower. For purpose of clarity, for the annual Rent payment due on January 1, 2023, the CPI Adjustment under this Section shall utilize the CPI for the full year of 2021, as the 2022 CPI would not be available. If the CPI is revised or ceases to be published, the Landlord shall instead use such revised or other index as most nearly approximates the CPI for the relevant period and make whatever adjustment in its application as may be necessary, in the Landlord's sole reasonable discretion, to accomplish as nearly the same result as if the CPI had not been revised or ceased to be published.

2.4 Rent Payments. Annual Minimum Rent is due and payable on June 1 of each calendar year, and Additional Rent, Excess Rent and Special Charges are due and payable on December 31 of each calendar year; and if such date is a weekend or holiday, Rent shall be due on the first business day thereafter. All payments of Rent shall be made by Tenant to Landlord without notice or demand, at the place provided in Section 17.12. In the event any payment of Rent shall not be paid on or before five (5) days following the due date as provided in this Section, the delinquent amount shall be due together with interest accruing at the rate established pursuant to Section 17.14 from the due date until the date of payment.

2.5 Offset of Rent. Rent shall not be withheld in whole or part because of an offset or counterclaim by Tenant.

2.6 Acknowledgement. Landlord acknowledges and agrees that Tenant will charge port fees, special facility fees and the like, as Tenant deems necessary, for use of the Leasehold Premises and Improvements.

SECTION 3 ASSESSMENTS; UTILITIES; IMPOSITIONS; CONTEST OF IMPOSITIONS;

3.1 Utilities. Tenant shall pay or cause to be paid when due, and shall indemnify, protect, defend and hold harmless Landlord and the Leasehold Premises from, all charges for public or private utility services to or for the Leasehold Premises during the Lease Term, including without limiting the generality of the foregoing, all charges for heat, light, electricity, water, gas, telephone service, garbage collection and sewage service. Landlord shall have no liability whatsoever for the failure of any such service for any reason.

3.2 Impositions. Tenant shall pay when due and before any interest, penalty, fine or cost which may be added for nonpayment, each and every one of the following ("Impositions"):

(a) All real property taxes imposed with respect to the Leasehold Premises or any portion thereof;

(b) Taxes imposed upon the leasehold estate created by this Lease, the rents payable or paid by Tenant to Landlord, or a tax in any form against Landlord measured by income derived from the leasing or rental of the Leasehold Premises, specifically including without limitation any leasehold excise taxes and any business and occupation tax imposed upon Landlord with respect to rentals, but excluding any taxes on net income or taxes in lieu thereof imposed on Landlord;

(c) All taxes imposed on or with respect to personal property and intangibles located in or used in connection with the Leasehold Premises other than such property owned by subtenants of the Leasehold Premises;

(d) All assessments for public improvements or benefits including but not limited to all road improvement district and utility local improvement district taxes which are assessed during the Lease Term, and any similar assessments and charges;

(e) All other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other fees and charges, in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character (including interest and penalties thereon), which at any time during or in respect of the Lease Term may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon the Leasehold Premises or any part thereof, or any estate, right or interest therein, or any

occupancy, use or possession of or activity conducted on the Leasehold Premises or any part thereof.

3.2.1 Installments. If by law any Imposition may at the option of the taxpayer be paid in installments, Tenant may exercise such option, and shall pay all such installments (and interest, if any) becoming due during the Lease Term as the same become due and before any additional interest or any penalty, fine or cost may be added thereto, and shall at the end of the Lease Term deposit with Landlord an amount sufficient to pay Tenant's pro rata share of all Impositions for the Lease Year in which this Lease terminates.

3.2.2 Proof of Payment. Tenant will furnish to Landlord, upon request, for inspection, within thirty (30) days after the date any Imposition would become delinquent (unless being contested in conformity with Section 3.3), official receipts of the appropriate taxing authority or other proof satisfactory to Landlord evidencing the payment of such Imposition.

3.3 Permitted Contests. Tenant at its sole cost and expense may, after prior written notice to Landlord, by appropriate legal proceedings conducted in good faith and with due diligence, contest the amount or validity or application, in whole or in part, of any Imposition or lien therefor, or any other lien, encumbrance or charge against the Leasehold Premises arising from work done or materials provided to or for Tenant, if, and only if:

(a) Neither the Leasehold Premises nor any part thereof or interest therein is or will be in any danger of being sold, forfeited or lost;

(b) Such delay would not subject Landlord to criminal liability or fine; and

(c) Tenant shall have furnished such security, if any, as may be required in the proceedings or as may be reasonably requested by Landlord.

Tenant shall indemnify, protect, defend and hold harmless Landlord and the Leasehold Premises from any lien or liability with respect to any such Imposition or contest thereof, including all costs and expenses related thereto.

3.4 Intentionally Omitted

3.5 Intentionally Omitted.

SECTION 4 TENANT FINANCING

4.1 Leasehold Mortgages. Tenant, and its successors and assigns, shall have the right to mortgage (which term shall include a deed of trust) and pledge this Lease to an institutional lender with prior written approval of Landlord, which approval will not be

unreasonably withheld or delayed. In no event shall Landlord subordinate its fee simple interest in the real property which is the subject of this Lease.

4.2 Intentionally Omitted.

4.3 Assignment by Mortgagee. If any Leasehold Mortgagee shall acquire title to Tenant's interest in this Lease, by foreclosure of a mortgage thereon or by assignment in lieu of foreclosure or by an assignment to a designee or wholly owned subsidiary corporation of such mortgagee, such mortgagee may assign such lease without limitation as to the number of assignments so long as the assignee assumes the obligations under this Lease and Landlord approves of the assignment, which consent shall not be unreasonably withheld. The Leasehold Mortgagee shall thereupon be released from all liability for the performance or observance of the covenants and conditions of this Lease contained on Tenant's part to be performed and observed from and after the date of such assignment, provided that the assignee from such mortgagee shall have assumed this Lease in accordance with Section 12.3 hereof and shall have complied otherwise with Section 12.3.

The foregoing release of liability shall not include a release of liability for damages, injury, fines or penalties arising under any federal, state or local environmental law, rule or regulation for which the mortgagee has, or may have liability, by reason of its possession or occupancy of the real property.

4.4 Assignment for Security Purposes. Landlord recognizes that Tenant may have a need, in lieu of encumbering the leasehold interest provided for herein, to assign to a lender, for security purposes, Tenant's interest contained herein. To the extent that such an assignment for security purposes is required, the parties agree that such an assignment is permissible, with Landlord's consent, which consent shall not be unreasonably withheld, provided the assignment generally adheres to the terms and conditions set forth in the form attached hereto as Exhibit C.

SECTION 5 CONSTRUCTION OF IMPROVEMENTS

5.1 Acceptance of Premises. Tenant has inspected Leasehold Premises and accepts the same as of the Effective Date in its present "AS IS" condition, without representation or warranty from Landlord, whether express or implied.

5.2 Intentionally Omitted.

5.3 Intentionally Omitted.

5.4 Hold Harmless. Tenant shall indemnify, protect and hold harmless Landlord and the Leasehold Premises from and against all claims and liabilities arising by virtue of, or relating to, construction or condition of the Improvements, repairs made at any time to the Leasehold Premises (including repairs, restoration and rebuilding) or the use and/or operation of the Leasehold Premises, unless caused or arising by virtue of Landlord or its

agents, employees, contractors and assigns. Tenant's obligations hereunder are limited to such matters as arise after the assignment of Lease to Tenant.

5.5 Permits; Compliance with Codes. Tenant shall secure at its sole cost all building permits and other permits, licenses, permissions, consents and approvals required to be obtained from governmental agencies or third parties in connection with maintaining, modifying and/or operating the Improvements, or repairs, replacements or renewals to the Leasehold Premises as required by applicable laws, ordinances or regulations, including a Corps 404 Permit for such construction. In that regard, Landlord hereby assigns to Tenant any existing permit authorities, if any, including applicable Corps 404 Permit(s), and agrees to cooperate with Tenant with respect to Tenant's effort to obtain future permits, to the extent permitted by law. Tenant shall cause all work on the Leasehold Premises during the Lease Term to be performed in accordance with all applicable laws and all directions and regulations of all governmental agencies and the representatives of such agencies having jurisdiction.

5.6 Control and Indemnification. Landlord's approval of any construction plans including any changes thereto shall not render Landlord liable therefor, and Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims arising out of or from the use of such construction plans, unless caused or arising by virtue of Landlord or its respective agents, employees, contractors and assigns. Nothing within this Section 5.6 shall be construed as a release or waiver of liability of any contractor with respect to any and all claims arising out of or from the use of such construction plans.

5.7 Ownership of Improvements. During the Lease Term, all Improvements on the Leasehold Premises, including without limitation all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein, other than such property which is owned by subtenants of the Leasehold Premises, shall be the property of Tenant. At the expiration or earlier termination of this Lease, the Improvements and all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein, other than such property which is owned by subtenants of Tenant, shall become the property of Landlord.

5.8 Alterations and Additions.

5.8.1 Alterations and Additions. Tenant shall have the right at any time and from time to time during the Lease Term, so long as no default exists hereunder, to make, at its expense, changes, renovations, alterations and additions to the Improvements or any part thereof; provided, however, that any such change, renovation, alteration or addition:

(a) shall not change the use of the Leasehold Premises or reduce the fair market value of the Improvements below their value immediately prior to such change, alteration or addition, or impair their usefulness;

(b) shall be effected with due diligence in good and workmanlike manner, and in compliance with all legal requirements and insurance requirements;

(c) shall be promptly and fully paid for by Tenant; and

(d) shall be made, if the estimated cost of such change, renovation, alteration or addition exceeds One Hundred Thousand Dollars (\$100,000) (exclusive of any changes made in connection with any subleases not involving any structural change), in accordance with plans and specifications and modifications thereto prepared by an architect or engineer selected by Tenant and satisfactory to Landlord, provided that such plans and specifications and modifications thereto and all cost estimates have been approved in writing by Landlord and Tenant shall have furnished to Landlord such security as is satisfactory to Landlord to assure the completion of such change, renovation, alteration or addition. In the event that Landlord does not approve any such change, alteration or addition, it shall, within such fifteen (15) days of the receipt of plans and specifications or modifications thereto, so notify Tenant in writing, giving the reasons for such lack of approval. The parties shall then forthwith negotiate in good faith to resolve these difficulties. If a satisfactory resolution is not reached within an additional fifteen (15) days, the reasonableness of Landlord's disapproval shall be submitted to arbitration pursuant to Section 15 below. Each party shall bear the cost of such submittal incurred by it and the cost of the arbitrators shall be borne equally by the parties.

5.8.2 Demolition and Reconstruction. Tenant shall have the right at any time and from time to time during the Lease Term, so long as no default exists hereunder, at its expense, to demolish part or all of the Improvements then existing if Tenant shall forthwith construct improvements upon the Land (the "Replacement Improvements") to replace such demolished Improvements, provided that (i) such Replacement Improvements shall be similar in type and quality to the facilities described in Exhibit B hereto, and (ii) in Landlord's judgment the Replacement Improvements will provide sufficient income to pay the Rent, provided that:

(a) prior to the commencement of any such demolition, Landlord shall have (i) received at least three (3) months' prior written notice from Tenant of the proposed demolition and construction, (ii) approved in writing the plans and specifications and modifications thereto for the proposed Replacement Improvements, prepared by an architect or engineer licensed in the State of Alaska selected by Tenant and satisfactory to Landlord, (iii) approved in writing the cost estimates for the proposed demolition and construction, and (iv) received a contractor's completion bond from Tenant as shall be satisfactory to Landlord to assure the lien-free completion of such proposed demolition and construction;

(b) any such demolition and the construction of Replacement Improvements in connection therewith shall comply with the provisions of subsections (b) and (c) of Section 5.8.1; and

(c) Evidence of compliance of such demolition and reconstruction with the provisions of this Lease, including without limitation, insurance and legal requirements.

Tenant shall not demolish any portion of the Improvements, other than strictly in accordance with the provisions of this Section 5.8.2, without the prior written consent of Landlord, except for minor demolitions in connection with alterations or additions as are performed in compliance with the provisions of Section 5.8.1.

5.9 Surrender Upon Termination. Upon expiration or earlier termination of this Lease, Tenant shall remove Tenant's personal property and equipment and shall surrender the Leasehold Premises to Landlord; provided that Tenant shall not remove any appurtenant fixtures, machinery or equipment described in Section 1.6, or any additions to or replacements thereof made during the Lease Term, it being the intent of the parties that upon expiration or earlier termination of this Lease, Landlord shall receive an operating harbor facility as set forth in Exhibit B, or any amendments thereto. Tenant's personal property and equipment not removed by Tenant at expiration or other termination or within a reasonable time thereafter shall be considered abandoned and Landlord may take title to and use such property or at Landlord's sole discretion dispose of such property in any reasonable manner and Tenant shall reimburse Landlord for all costs and expenses of such disposal.

5.10 As-Built Drawings. Upon any Replacement Improvements, Tenant shall deliver to Landlord two copies each of as-built drawings for such Improvements and an as-built survey showing the location of the Improvements, including all underground Improvements and fill.

5.11 Discharge of Liens. Tenant will not directly or indirectly create or permit to be created or to remain, and will discharge any mortgage, lien, security interest, encumbrance or charge on, pledge of or conditional sale or other title retention agreement with respect to the Leasehold Premises or any part thereof: or with respect to Rent, or any other sums payable under this Lease, other than (a) this Lease; (b) liens for Impositions not yet payable, or payable without the addition of any fine, penalty interest or cost for nonpayment, or being contested as permitted by Section 3.3; (c) liens of mechanics, materialmen, suppliers or vendors, or rights thereto, incurred in the ordinary course of business for sums which under the terms of the related contracts are not at the time due, provided that adequate provision for the payment thereof shall have been made; (d) a Leasehold Mortgage permitted by Section 4.1; (e) a security interest in furniture, fixtures and equipment given as additional security for a Leasehold Mortgage permitted by Section 4.1; (f) any purchase money security interest in furniture, fixtures and equipment given to any vendor thereof; (g) any interest in furniture, fixtures and equipment given as security for the payment of money borrowed for the purchase price thereof; and (h) arising solely from the conduct of Tenant. Tenant shall have the right to post notices of non-responsibility in conspicuous places on the Leasehold Premises. Landlord shall give Tenant no less than twenty (20) days prior notice in writing before

commencing the work or the furnishing of materials for any change, renovation, alteration, addition or restoration so that Tenant may post notices of non-responsibility in conspicuous places on the Leasehold Premises.

SECTION 6 DAMAGE OR DESTRUCTION

6.1 Repairs and Alterations. In the event of damage to or destruction of the Improvements:

6.1.1 Tenant's Obligation to Repair. If the same can be made under then existing laws, ordinances, statutes or regulations of any governmental authorities applicable thereto (or can be so made with minor and nonmaterial changes to the former condition and form of property damaged or destroyed), Tenant shall effect, and Landlord and Tenant agree that the funds derived from insurance acquired pursuant to Section 7 shall be made available to effect, the repair and reconstruction of the Improvements so damaged or destroyed to substantially its condition prior to said damage or destruction. If insurance funds are not adequate, Landlord may require Tenant to escrow prior to the commencement of any construction work a sufficient sum so that taken together with the insurance funds available for construction purposes, is equal to or exceeds the cost of all labor, materials and other construction costs, direct and indirect to fully complete the repairing, restoring and/or rebuilding of the Improvement as aforesaid.

All such repair work shall be carried on in accordance with plans and specifications prepared by a licensed architect or engineers approved by Landlord (acting reasonably) if such an architect or engineer is reasonably required, given the scope and nature of the work. No extras or changes in plans and specifications shall be made by Tenant without first (A) giving written notice of such changes to Landlord and obtaining Landlord's approval thereof (which approval shall not be unreasonably withheld or delayed), and (B) depositing into escrow additional funds sufficient to pay for such extras or changes, and (C) as to any such changes which, together with all other changes theretofore made, involve over Two Hundred Fifty Thousand Dollars (\$250,000), and as to any changes which involve fundamental or material changes in the uses permitted by this Lease, obtaining the written consent of Landlord (which consent shall not be unreasonably withheld).

6.1.2 Tenant's Election to Repair. If funds in excess of Four Million Dollars (\$4,000,000) would be required in addition to available insurance proceeds to effect the repairs or reconstruction described in Section 6.1.1 or if such reconstruction or rebuilding cannot be made under then existing laws, ordinances, statutes or regulations of any Governmental Authority applicable thereto (and cannot be so made with changes to the former condition and form of the Improvements damaged or destroyed such that the repaired or reconstructed Improvements have substantially the same economic value as the Improvements had immediately prior to the damage or destruction), and, in either such event, the parties hereto are unable during a period of sixty (60) days after the determination of the insurance surveyor with respect to such damage or destruction to

agree in writing on a construction program, then the term shall end as of the date of such damage or destruction and the insurance proceeds collected as a result of such damage or destruction shall be distributed as provided in Section 7.6(ii); provided, however, if such reconstruction or rebuilding can be made under such existing laws, ordinances, statutes and regulations (or can be so made with changes to the former condition and form of the Improvements damaged or destroyed such that the repaired or reconstructed Improvements have substantially the same economic value as the Improvements had immediately prior to the damage or destruction), but the cost of so repairing or reconstructing such damage or destruction (after deducting available insurance proceeds) is in excess of Four Million Dollars (\$4,000,000), Tenant shall have the right to effect the repair and restoration as provided in Section 6.1.1, and the Lease Term shall not end as of the date of such damage or destruction, if Tenant (i) gives notice to that effect to Landlord within sixty (60) days after the determination of the insurance surveyor with respect to said damage or destruction; and (ii) promptly demonstrates to the reasonable satisfaction of Landlord that it can deposit into escrow the funds required or that will be required under the provisions of Section 6.1.1, whereupon the provisions of said Section 6.1.1 shall be fully applicable to such damage or destruction.

6.2 Prompt Repair. If Tenant, pursuant to the terms hereof, is obligated or elects to repair, replace, reconstruct or rebuild any structures, improvements or other property as hereinabove provided, the same shall be effected at Tenant's cost and expense (which may be paid from insurance proceeds available as above provided and subject to the provisions of Section 6.1.1), and Tenant shall diligently commence and continuously carry out such repair, replacement, reconstruction or rebuilding, to full completion as soon as possible, except to the extent of delays due to strikes, lockouts, shortages of labor or materials after due diligence in obtaining the same, governmental restrictions, fire, casualty, riot, act of God, act of the public enemy, or other causes beyond the reasonable control of Tenant after the exercise of due diligence, including diligence in contracting, and the exercise of rights under contracts, with contractors and suppliers.

6.3 No Abatement. This Lease and the Lease Term shall not terminate or be terminated because of damage to or destruction of any structure or Improvement on or in the Leasehold Premises except under and in accordance with the provisions hereinabove contained, and Tenant's obligation to pay the Rent due hereunder shall not be abated as a result of any such damage or destruction or during any period of repair or reconstruction.

6.4 Damage During Last Ten (10) Years of Lease Term. If there occurs during the last ten (10) years of the Lease Term damage or destruction to any structure or Improvement on or in the Leasehold Premises and the costs of repairing, restoring, replacing or rebuilding the same exceed Five Hundred Thousand Dollars (\$500,000), then Tenant may elect to terminate the Lease Term and, in such event, Tenant shall give notice to Landlord of its election within sixty (60) days after the determination by the insurance surveyor of the amount of damage, the Lease Term shall thereupon terminate as of the date of such notice and Landlord shall be entitled to receive the full amount of any insurance proceeds collected as a result of such damage or destruction.

SECTION 7 INSURANCE

7.1 Acquisition of Insurance Policies. Tenant shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, during the Lease Term, the insurance described in this Section (or its then available equivalent), which insurance shall be subject to Landlord's review and approval, which approval shall not be unreasonably withheld, and shall name Landlord as an additional insured. Policy limits may be reviewed annually by Landlord and may be adjusted if prudent, considering levels of inflation, risk of loss, premium expenses, and other relevant factors. Any dispute regarding policy limits shall be resolved by Arbitration as provided in Section 15 hereof.

7.2 Types of Required Insurance. Tenant shall procure and maintain the following:

7.2.1 Comprehensive General Liability Insurance. Comprehensive general liability insurance covering all claims with respect to injuries or damages to persons or property sustained in, on or about the Leasehold Premises and the appurtenances thereto, including sidewalks and alleyways adjacent thereto. if any, with limits of liability (which limits shall be adjusted as provided in Section 7.1 above) no less than the following:

Bodily and Personal Injury and Property Damage Liability
Five Million Dollars (\$5,000,000)
each occurrence and aggregate.

7.2.2 Physical Property Damage Insurance. All risk physical damage insurance covering all real and personal property, excluding property paid for by subtenants or paid for by Tenant for which subtenants have reimbursed Tenant, located on or in, or constituting a part of, the Leasehold Premises, in an amount equal to at least one hundred percent (100%) of replacement value of all such property (or such lesser amount as Landlord may approve in writing). Such insurance shall afford coverage for damages resulting from (a) fire, (b) perils normally covered by extended coverage insurance used in the state of Alaska, (c) earthquake and flood, and (d) explosion of steam and pressure boilers and mechanical and electrical apparatus located in the Leasehold Premises. Tenant shall not be required to maintain insurance for war risks; provided, however, if Tenant shall obtain any such coverages, then, for as long as such insurance is maintained by Tenant, Landlord shall be entitled to the benefits of (i) the first sentence of Section 7.3 hereof, and (ii) subparagraph (c) of such Section 7.3.

7.2.3 Builder's Risk or Course of Construction Insurance. During construction of Improvements and during any restorations, alterations or changes in the Leasehold Premises that may be made by Tenant at a cost in excess of Two Hundred Thousand Dollars (\$200,000) per job, contingent liability and builder's risk insurance or course of construction insurance in an amount reasonably satisfactory to Landlord. During construction of the Improvements, the builder's risk insurance shall include insurance for earthquake risks.

7.2.4 Workers' Compensation Insurance. Workers' compensation and employer's liability insurance in respect of any work by employees of Tenant on or about the Leasehold Premises.

7.3 Terms of Insurance. The policies required under Section 7.2, excluding workers' compensation, shall name Landlord as an additional insured and Tenant shall provide to Landlord certificates of insurance and copies of policies obtained by Tenant hereunder promptly upon the request of Landlord. Further, all policies of insurance described in Section 7.2 shall:

(a) Be written as primary plus umbrella policies not contributing with and not in excess of coverage that Landlord may carry;

(b) Contain a replacement cost endorsement without deduction for depreciation;

(c) Contain an endorsement providing that such insurance may not be materially changed, amended or cancelled with respect to Landlord except after thirty (30) days' prior written notice from insurance company to Landlord; and

(d) Contain an endorsement including an express waiver of any right of subrogation by the insurance company against Landlord and Landlord's officers, agents and employees to the extent such waiver is reasonably obtainable. This provision does not apply to claims arising solely from Landlord's own negligence or willful acts.

7.4 Landlord's Acquisition of Insurance. If Tenant at any time during the Lease Term fails to procure or maintain such insurance or to pay the premiums therefor, Landlord shall have the right to procure the same and to pay any and all premiums thereon, and Tenant shall pay to Landlord upon demand the full amount so paid and expended by Landlord, together with interest thereon at the rate provided in Section 17.14 hereof from the date of such expenditure by Landlord until repayment thereof by Tenant.

7.5 Insurance Money and other Funds Held in Trust. All insurance money or condemnation proceeds as provided in Section 8, shall be held in trust and shall be applied as follows: First, for the purpose of defraying the cost of repairing, restoring, replacing and/or rebuilding any structure or improvement on or in the Leasehold Premises as hereinafter provided; and second, if the damaged or destroyed structure or improvement is not repaired, restored, replaced or rebuilt as hereinafter provided, said funds shall, except as provided in Section 6.4, be disposed of as provided in Section 7.6(ii).

7.6 Application of Proceeds of Physical Damage Insurance.

(a) In the event of any repair, replacement, restoration or rebuilding pursuant to Section 6.1.1 or 6.1.2, the proceeds of the insurance shall be applied to the cost of such work upon certificate of progress by the licensed architect or engineer in charge of the work. Any amounts payable to Tenant or any Affiliate of Tenant for work or services performed or materials provided as part of any such repair, replacement, restoration or rebuilding shall not exceed competitive rates for such services or materials and Tenant shall, upon request of Landlord, make available to Landlord all books and records of Tenant relating to such work, services and materials. Upon completion of such repair, replacement, restoration or rebuilding in accordance with the provisions of this Lease, and the full payment therefor (so no liens, encumbrances or claims with respect thereto can be asserted against the Leasehold Premises, this Lease, Landlord or Tenant), any insurance proceeds received with respect to the damage or destruction involved, and not used, shall be paid to Tenant.

(b) In the event any damaged or destroyed structure or improvement is not restored, repaired, or replaced, the proceeds of any insurance collected with respect to such damage or destruction shall, except as provided in Section 6.4, be applied:

(i) First, to the payment of any mortgage constituting a lien on the Leasehold Premises,

(ii) Second, Landlord shall be paid an amount sufficient to restore the Leasehold Premises to its condition as of the Effective Date, and,

(iii) Third, the balance of such proceeds shall be paid to Tenant.

7.7 Insurance Surveyor. The determinations required under Section 6 and this Section 7 shall be made by an independent qualified insurance appraiser selected by the parties, whose decision shall not be subject to arbitration. If the parties cannot agree on the insurance appraiser within thirty (30) days after the date of such damage or destruction, then the same shall be appointed by the Presiding Judge of the Superior Court of Anchorage, Alaska upon the application of either party.

SECTION 8 CONDEMNATION

8.1 Total Taking. In the event of the taking or condemnation by any competent authority for any public or quasi-public use or purpose of the whole of Leasehold Premises at any time during the Lease Term, the Lease Term shall cease as of the Date of Taking by the condemner and all rental and other payments shall be apportioned as of the Date of Taking and the right of Landlord and Tenant to share in the proceeds of any award for Leasehold Premises, Improvements and damages upon any such taking, shall be as follows:

8.1.1 Landlord's Share. The Landlord shall first receive a sum equal to the fair market value, as of the day prior to commencement of the condemnation proceedings, of Leasehold Premises taken, considered as unimproved, unencumbered land (except

for Tenant's interest under this Lease), as then restricted by applicable zoning laws, together with interest thereon from the Date of Taking to the date of payment at the rate paid on the award, and together with amounts owing Landlord from Tenant under this Lease as rental, damages for Tenant's breach or otherwise.

8.1.2 Tenant's Share. Except as otherwise provided for within this Section 8.1.2, Tenant shall be entitled to the entire balance of the award ("Award Balance"). If the Taking as above set forth shall occur at any time during the last ten (10) years of the initial Lease Term or extended Lease Term, Tenant shall be entitled to receive out of the award, with interest thereon, the Award Balance diminished by ten percent (10%) of such Award Balance for each full year (and in proportion for a fraction of a year) that has elapsed from the first day of said ten-year period to the Date of Taking; the remaining Award Balance and interest thereon, as well as the award for Leasehold Premises pursuant to Section 8.1.1 and interest thereon, shall belong to the Landlord.

8.1.3 Determination of Tenant and Landlord Shares. If the values of the respective interests of Landlord and Tenant shall be determined with finality according to the provisions of Sections 8.1.1 and 8.1.2 in the proceeding pursuant to which Leasehold Premises shall have been taken or condemned, the values so determined shall be conclusive upon Landlord and Tenant. If such values shall not have been thus separately determined, such values shall be fixed by agreement between the Landlord and Tenant or if they are unable to agree within thirty (30) days following the date of the award, then the controversy shall be resolved by Arbitration under Section 15.

8.2 Substantial Taking. In the event of the taking in condemnation of less than the whole of Leasehold Premises but materially all of Leasehold Premises (which, as used herein is defined in Section 8.2.1. below), and the part of Leasehold Premises that remains includes a part of the Improvements, then the Lease Term shall cease as of the date of possession by the condemner as provided in Section 8.1.1 and as to the untaken portion of the Improvements, the parties shall endeavor to agree on the fair market value of such portion of the Improvements as of the day prior to commencement of the condemnation proceeding, and if they fail to agree within ninety (90) days after either party requests negotiations to reach agreement, then the controversy shall be resolved by Arbitration as provided in Section 15. The value so agreed or determined in Arbitration as the fair market value of the untaken Improvements shall be paid by Landlord to Tenant and until paid shall be a charge on the share of the award to which Landlord shall be entitled in the condemnation proceeding but shall be payable only out of the proceeds of such award for land value and Landlord shall have no further liability therefor.

8.2.1 Determination of Substantial Taking. For the purposes of this Section, a taking or condemnation of materially all of Leasehold Premises, as distinguished from a taking or condemnation of the whole of said Leasehold Premises, means a taking of such scope that the remaining part of the Leasehold Premises not taken cannot be adequately restored, repaired or reconstructed so as to constitute a complete functional unit of property of substantially the same usefulness, design and

construction, having regard to the taking, as immediately before such taking, capable of producing, after the payment of all operating expenses thereof, the annual Rent and other charges herein reserved, the debt service charges on any then-existing mortgages held by a permitted mortgagee (but not including a purchase money Leasehold Mortgage given on the sale of the Tenant's leasehold interest hereunder), and after the performance of all covenants, terms, agreements and provisions herein and by law provided to be performed and paid by the Tenant, a fair and reasonable net annual income, defined as ninety percent (90%) of the average net annual income produced by the Leasehold Premises during the three (3) year period immediately preceding such taking.

8.3 Partial Taking. In the event of a partial taking or condemnation, e.g., a taking or condemnation of less than materially all of Leasehold Premises:

(a) The Lease Term (except as hereinafter provided) shall, nevertheless continue, but the annual Rent to be paid by Tenant under Section 2 shall thereafter be reduced in the ratio that the rental value of the portion of Leasehold Premises taken or condemned bears to the rental value of the entire Leasehold Premises at the time of the taking or condemnation. If the parties cannot agree upon a just proportion of rent to be abated, the amount shall be determined in accordance with the Arbitration provisions of Section 15;

(b) The award shall be divided and shared by Landlord and Tenant as provided in Section 8.1.1 and 8.1.2 hereof;

(c) The Tenant shall have the right, to be exercised by written notice to the Landlord within sixty (60) days after the date of taking, to terminate this Lease as to such remaining part of Leasehold Premises not so taken on a date to be specified in said notice not earlier than the date of such taking. In such case the Tenant shall pay and satisfy all Rent due and accrued hereunder up to such date of such termination and shall perform all of the obligations of the Tenant hereunder to such date and thereupon this Lease shall terminate. Should the parties be unable to agree as to whether the part not taken is susceptible of adequate restoration, repair or reconstruction as aforesaid, such controversy shall be determined by Arbitration in the manner provided in Section 15 of this Lease;

(d) If this Lease is not terminated as hereinabove provided, and if such taking occurs prior to the last fifteen (15) years of the Lease Term, then, as to the Leasehold Premises not taken in such condemnation proceeding, the Tenant shall proceed diligently, to the extent the portion of the condemnation award paid to Tenant is sufficient for such purpose, to make an adequate restoration, repair or reconstruction of the part of the Improvements not taken so as to restore, repair or reconstruct the Leasehold Premises, to the extent practicable, to a condition having the per square foot income generating capability of the Leasehold Premises prior to such taking.

8.4 Successive Takings. In case of a second or any other additional partial taking or takings from time to time, the provisions hereinabove contained shall apply to each partial taking.

8.5 Temporary Taking. If the whole or any part of the Leasehold Premises or of the Tenant's interest under this Lease be taken or condemned by any competent authority for its temporary use or occupancy, Tenant shall continue to pay, in the manner and at the times herein specified, the full amounts of the Rent and charges payable by Tenant hereunder, and this Lease shall continue, except only to the extent that Tenant may be prevented from so doing pursuant to the terms of the order of the condemning authority, Tenant shall perform and observe all of the other terms, covenants, conditions and obligations hereof upon the part of Tenant to be performed and observed, as though such taking or condemnation had not occurred. In the event of any such temporary taking, or condemnation Tenant shall be entitled to receive the entire amount of any award made for such taking, whether paid by way of damages, rent or otherwise, unless such period of temporary use or occupancy shall extend to or beyond the expiration date of the Lease Term, in which case such award shall be apportioned between the Landlord and the Tenant as of such date of expiration of the Lease Term.

SECTION 9 INSPECTION BY LANDLORD

9.1 Inspection of Premises. Landlord, or its agents and representatives shall be entitled, from time to time, upon reasonable notice to Tenant, to go upon and into the Leasehold Premises during normal business hours for the purpose of:

- (a) Inspecting the same; or
- (b) Inspecting the performance by Tenant of the agreements and conditions of this Lease.

During the last thirty-six (36) months of the Lease Term, Tenant shall permit inspection of the Leasehold Premises at reasonable times and for reasonable periods by or on behalf of prospective tenants and prospective purchasers.

9.2 Rights of Subtenants. Notwithstanding the provisions of Section 9.1, the rights of Landlord to enter into any portion of the Leasehold Premises which are subject to an approved sublease from Tenant to any approved subtenant, shall be subject to reasonable restrictions contained in such sublease which are applicable to Tenant and any provisions of applicable law.

SECTION 10 INDEMNIFICATION

10.1 Tenant to Indemnify Landlord. Notwithstanding that joint or concurrent liability may be imposed upon Landlord by statute, ordinance, rule, regulation or order, Tenant shall upon demand indemnify, defend, hold harmless and reimburse Landlord from and against and for any and all liabilities, obligations, penalties, fines, suits, claims,

demands, actions, costs and expenses of any kind or nature including without limitation reasonable architects', engineers', and attorneys' fees which may be imposed upon or asserted against Landlord by reason of any damage to any property or the Improvements on the Leasehold Premises, or injury, including death, to any person or persons occurring on or about the Leasehold Premises, unless caused or arising by virtue of Landlord or its agents, employees, contractors and assigns.

10.2 Legal Proceedings. If Tenant is required to defend any action or proceeding pursuant to this Section to which action or proceeding Landlord is made a party, Landlord shall also be entitled to appear, defend, or otherwise take part in the matter involved, at its election, by counsel of its own choosing, and to the extent Landlord is indemnified under this Section 10, Tenant shall bear the reasonable costs of Landlord's defense, including attorneys' fees.

SECTION 11 ENVIRONMENTAL PROVISIONS

11.1 General Obligations.

(a) Tenant shall comply with all Hazardous Materials Laws, which shall impose any order or duty upon Tenant pertaining to the construction, use or occupancy of the Leasehold Premises or any Improvements thereon by Tenant or any of its sublessees.

(b) Tenant shall have the right to contest any obligations imposed upon Tenant pursuant to the provisions of this section, and to defer compliance during the pendency of the contesting proceedings, provided that the failure of Tenant to comply will not subject Landlord to civil fine or criminal penalty.

(c) Notwithstanding the foregoing, in the event that Tenant's failure to promptly fulfill the contested obligations would pose an imminent threat to public health, public safety and/or the environment, Tenant shall immediately perform whatever actions may be required to abate the immediate threat. Thereafter, Tenant may contest the obligations and defer further compliance, as set forth above.

(d) Tenant shall provide Landlord with copies of all documents served upon Tenant or its counsel by, and served by Tenant or its counsel upon, the governmental authority.

(e) Failure of Tenant to comply with the provisions of this Section shall be an act of default under the terms of this Lease and shall entitle Landlord to pursue all applicable remedies. In addition, Landlord shall be entitled to collect from Tenant any fines, penalties, expenses of defense (including legal fees), expenses of compliance and other damages incurred by Landlord by reason of Tenant's default under this Section.

11.2 Procedure to Follow upon Discovery of Potential Contamination. In the event that Tenant discovers any condition during the course of excavation or construction

that would indicate the possible existence of Hazardous Materials on the Leasehold Premises (hereafter referred to as "contamination"), Tenant shall immediately suspend the work and notify Landlord. If Tenant knows or has reasonable cause to believe that the contamination occurred during the Lease Term, then Tenant shall investigate the matter at its sole cost and expense and the responsibility for such contamination shall be governed by Section 11.3 below. If, however, the time of occurrence of the contamination is unknown, the Landlord shall investigate the matter at Landlord's initial cost and expense. If the substances are indeed Hazardous Materials, as defined under any Hazardous Materials Laws (including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601et seq., or AS 46.04.010, 46.08.010, or 46.09.010), then the following shall apply:

(a) The obligation to pay rent as to those lands shall be suspended from the date of discovery by Tenant of the evidence of Hazardous Materials to the extent specified in subsection (b)(2) below.

(b) If the parties agree or Tenant proves by a preponderance of the evidence either that the contamination occurred prior to the effective date of the Initial Lease, or that the contamination occurred during the Lease Term and is attributable to the negligence or willful act of Landlord, its employees or agents, then:

(1) Landlord shall bear full responsibility for any actions required by law in the same manner as if the existence of the contamination were known prior to execution of this Lease and as provided in subsection 11.3 below.

(2) Either party shall be entitled to terminate this Lease as to those lands which are contaminated by giving written notice of its election to do so within sixty (60) days after receipt of notice that such substances are Hazardous Materials or the date of determination that the contamination predated Tenant's occupancy or resulted from actions attributable to Landlord, whichever last occurs, but only if the direct costs of remediation and other response to such contamination exceed the total remaining rent to be paid by Tenant under the then current term. The decision to terminate shall be exercised consistent with the covenant of good faith and fair dealing. If neither party elects to terminate, Landlord shall take whatever actions are required by law to remediate, remove or otherwise clean up the premises when and as required under Section 11.3 below. The obligation to pay rent as to those lands shall be suspended from the date of discovery of the evidence of Hazardous Materials until remediation is complete, but only if and to the extent the Leasehold Premises are not usable and Tenant is not receiving rents from any subtenants with respect to such contaminated land.

(c) If none of the conditions stated in subparagraph 11.2(b) above apply, then Section 11.3 shall govern responsibility for remediating the contamination and Tenant shall reimburse Landlord for the cost of the initial investigation.

11.3 Tenant's Indemnity for Contemporaneous Contamination. Tenant agrees to indemnify, hold harmless and defend Landlord against all liability, cost and expense (referred to hereafter as "costs" and including, without limitation, any fines, penalties, diminution in value of the Leasehold Premises, assessment and clean-up costs, judgments, litigation costs and attorneys' fees) incurred by or levied against Landlord to the extent such costs arise as a result of Tenant's breach of Section 11.1 of this Lease or as a result of any discharge, leakage, spillage, emission or pollution on or from the Leasehold Premises by Tenant during the Lease Term; provided, however, that Tenant shall not be required to indemnify Landlord under this paragraph if or to the extent (1) the parties agree or a court of competent jurisdiction determines that such liability, cost or expense is caused by Landlord or a party other than Tenant, or (2) if Tenant proves that the contamination occurred before occupancy by the Tenant of the Leasehold Premises. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

SECTION 12 SUBLETTING AND ASSIGNMENT

12.1 Subletting. Tenant shall not sublet the Leased Premises, or any part thereof, without the prior written consent of the Landlord to such subletting, which shall not be unreasonably withheld or delayed. Tenant's request to sublease must be in writing and must show the name and address of the proposed sublessee, as well as the financial history and operating plan of said sublessee. Any approved sublease shall not exceed the term of this Lease, and any use by an approved sublessee shall be consistent with the purposes of, and uses permitted by this Lease.

12.2 Covenant Against Assignments. Except as permitted by Section 4.3 hereof, Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, sell, assign, transfer, dispose of; mortgage, pledge or grant a security interest in this Lease, the leasehold estate it creates, or any of Tenant's rights hereunder, in whole or in part, nor shall Tenant's rights or interests under or in this Lease pass or be transferred or assigned by operation of law or otherwise. Tenant's request to assign must be in writing and must show the name and address of the proposed assignee, as well as the financial history and operating plan of said assignee.

12.3 Covenants Binding on Successors and Assigns. All of the terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon any permitted successors and assigns of the respective parties hereto. If there occurs any assignment permitted hereunder, or made with the consent of Landlord, Tenant shall cause to be delivered to Landlord concurrently with or prior to such assignment, an instrument in writing signed and duly acknowledged by the assignee or successor by which such assignee or successor agrees to perform all of the terms and provisions of this Lease applicable to Tenant.

SECTION 13 LANDLORD AND TENANT TO FURNISH STATEMENT

13.1 Landlord's Statement. Landlord within twenty (20) days after written request to Landlord from Tenant or any mortgagee or prospective mortgagee, will furnish a written statement, duly acknowledged, which shall specify to the best of Landlord's knowledge:

- (a) The amount of the Rent due, if any;
- (b) Whether or not this Lease is unmodified and in full force and effect (or, if there have been modifications, whether or not the same are in full force and effect as modified and identifying the modifications);
- (c) Whether or not Tenant is in default and specifying the nature of any such default; and
- (d) Such other matters as Tenant or the mortgagee may reasonably request and which relate to the actual knowledge of Landlord.

13.2 Tenant's Statement. Tenant, within twenty (20) days after written request of the Landlord, will furnish a written statement, duly acknowledged, as to:

- (a) Whether this Lease is unmodified and in full force and effect (or, if there have been modifications, whether or not the same are in full force and effect as modified and identifying the modifications);
- (b) Whether there are any defaults thereunder on the part of Landlord to the knowledge of Tenant and specifying the nature of such defaults, if any; and
- (c) Such other matters as Landlord may reasonably request and which relate to the actual knowledge of Tenant.

SECTION 14 DEFAULT

14.1 Event of Default. The occurrence of any of the following shall constitute an Event of Default:

14.1.1 Payments to Landlord. Failure of Tenant to duly and punctually make any payment owing to Landlord hereunder, or to pay any Imposition (except when non-payment or delay is expressly permitted by Section 3) or any other payment which if not paid may result in a lien on the Leasehold Premises as and when the same becomes due and payable, or the failure to maintain any of the insurance coverage required hereunder or pay any of the premiums required to be paid with respect thereto, and such occurrence or failure continues for a period of fifteen (15) days after notice thereof given to Tenant by Landlord.

14.1.2 Intentionally Omitted.

14.1.3 Other Covenants. Tenant being in breach of, or Tenant failing to perform, comply with, or observe any other material term, covenant, warranty, condition, agreement or undertaking contained in or arising under this Lease and such failure continues for a period of thirty (30) days after notice thereof is given to Tenant.

14.2 Intentionally Omitted.

14.3 Termination of Lease. In addition to all other rights and remedies available to Landlord by law or equity, Landlord may, at any time after the occurrence of any Event of Default, and while the same remains unremedied, give notice to Tenant of its intention to terminate this Lease, in which case, unless within fifteen (15) days after the giving of such notice, the condition creating or upon which it is based such an Event of Default is cured, this Lease shall terminate as of the expiration of such fifteen (15) days and Landlord may reenter upon the Leasehold Premises and have possession thereof; provided, however, if the Event of Default is one described in Section 14.1.3 and is one which can be cured, but cannot with due diligence (without regard to the availability of funds or the financial condition of Tenant) be cured prior to the expiration of the period provided herein, and Tenant proceeds promptly and thereafter prosecutes with all due diligence the curing of such default, then the time for curing of such Event of Default shall be extended for such period as may be necessary to complete the same with all due diligence. Notwithstanding the foregoing provisions of this Section 14.3 or the provisions of Section 14.1.3 hereof, if the asserted default is subject to arbitration pursuant hereto, and the existence of such default is being contested by the party assertedly in default through arbitration, if and so long as such party is cooperating and acting in good faith to complete the arbitration proceeding with respect thereto as expeditiously as possible, the time for curing such default shall commence upon the rendering of the arbitration decision with respect thereto, or other resolution thereof, whichever occurs first; provided, however, if the matter being arbitrated is capable of performance to the extent not reasonably in dispute (e.g., the undisputed portion of monies owing), performance to the extent not in dispute shall be a condition precedent to the effectiveness of this sentence.

14.4 Effect of Termination. Upon Termination of this Lease by expiration of the Lease Term or pursuant to this Section 14, all rights and privileges of Tenant and all duties and obligations of Landlord hereunder shall terminate. Immediately upon such termination, and without further notice to any other party, Landlord shall have the right to assert, perfect, establish and confirm all rights reverting to Landlord by reason of such termination by any means permitted by law, including the right to take possession of the Leasehold Premises together with all Improvements thereto, fixtures therein (including trade fixtures) and any and all alterations and Improvements which may be constructed upon or to the Leasehold Premises, with or without process of law, and to remove all personal property from the Leasehold Premises and all persons occupying the same and to use all necessary lawful force therefor and in all respects to take the actual, full and exclusive possession of the Leasehold Premises and every part thereof as Landlord's original estate, thereby wholly terminating any right, title, interest or claim of or through Tenant as to the Leasehold Premises and the improvements, fixtures and

alterations thereto, and all personal property located on the Leasehold Premises, all without incurring any liability to Tenant or to any person occupying or using the Leasehold Premises for any damage caused or sustained by reason of such entry or such removal, except for damage resulting from Landlord's negligence in effecting such removal, and Tenant agrees to indemnify, protect and save harmless Landlord, and all employees, agents and representatives of Landlord, from all costs, loss or damage arising or occasioned thereby to Tenant, or its agents, employees, officers, guests, invitees or tenants, except as limited hereinabove.

14.5 Damages and Remedies. The exercise by Landlord of any remedy arising by virtue of an Event of Default shall not be considered exclusive, and Landlord may exercise any and all other rights or remedies provided by this Lease or by law or equity. The termination of this Lease by expiration of the Lease Term or pursuant to this Section 14 shall not extinguish the right of either party to collect damages arising from the breach of this Lease by the other party. Tenant shall be liable for rentals accruing up to the end of the term specified in this Lease notwithstanding the earlier termination of this Lease due to an Event of Default and the reentry of Landlord before the normal expiration of the Lease Term as established herein or pursuant hereto, except that Landlord shall make reasonable and diligent efforts to rerent the Leasehold Premises upon such terms as it sees fit in its reasonable discretion and for a term which may expire either before or after the specified termination date of the term herein, and Tenant shall pay to Landlord all rent and other sums which would be payable hereunder by Tenant if no such termination and reentry had occurred, less the net proceeds, if any, of any such reletting after deducting Landlord's expenses in connection with such reletting, including but not limited to repossession costs, brokerage commissions, legal expenses, employee costs and expenses, alteration costs and other such reletting preparation expenses, and Tenant shall pay such current damages to Landlord on the days on which such rental would have been payable hereunder if no such termination and repossession and reentry had occurred.

14.6 Assignment of Subrents. Tenant assigns to Landlord all subrents and other sums falling due from subtenants, licensees and concessionaires (referred to as "Subtenants" in this paragraph 14.6) during any period in which Landlord has the right under this Lease, whether exercised or not, to reenter the Leasehold Premises for Tenant's default, and Tenant shall not have any right to such sums during that period. Landlord may at Landlord's election reenter the Leasehold Premises and Improvements with or without process of law, without terminating this Lease, and either, or both, collect these sums or bring action for the recovery of the sums directly from Subtenants. Landlord shall apply all such collected subrents as provided in Section 14.7. Tenant shall nevertheless pay to Landlord on the due dates specified in this Lease the equivalent of all sums required of Tenant under this Lease, plus Landlord's expenses, less the avails of the sums assigned and actually collected under this Section 14.6. Landlord may proceed to collect either the assigned sums or Tenant's balances, or both, or any installment or installments of them, either before or after expiration of the Lease Term, but the period of limitations shall not begin to run on Tenant's payment until the due date of the final

installment to which landlord is entitled under this Lease, nor shall it begin to run on the payments of the sums assigned under this Section 14.6 until the due date of the final installment due from the respective Subtenants.

14.7 Application of Sums Collected by Landlord. Landlord shall apply all subrents and proceeds of reletting as follows: first, to the payment of reasonable expenses (including attorneys' fees and brokers' commissions or both) paid or incurred by or on behalf of Landlord in recovering possession, placing the Leasehold Premises and Improvements in good condition, and preparing or altering the Leasehold Premises or Improvements for reletting; second, to the reasonable expense of securing new lessees; third, to the fulfillment of Tenant's covenants to the end of the Lease Term; and fourth, to Tenant's uses and purposes.

14.8 Reasonable Rental Value Determination. Landlord may at any time after a termination of this Lease pursuant to this Section 14, recover from Tenant the worth at such time (discounted to value at the time of termination) of the excess, if any, of the amount of the rent reserved in this Lease for the balance of the Lease Term (had such termination not occurred) over the then-reasonable rental value of the Leasehold Premises for the same period, such "reasonable rental value" being the amount of rental which Landlord can reasonably be expected to obtain as rent for the remaining balance of the Lease Term (to its normal expiration date had such termination not occurred). Except as provided in Section 14.2 above, upon rerenting of the Leasehold Premises by Landlord, Tenant shall be liable to Landlord for the costs and expenses of rerenting and of such alterations and repairs as may be reasonably incurred by Landlord in readying the Leasehold Premises for such rerenting.

14.9 No Waivers. No failure by any party hereto to insist upon the strict performance of any provision of this Lease or to exercise any right, power or remedy consequent to any breach thereof, and no waiver of any such breach, or the acceptance of full or partial rent during the continuance thereof, shall constitute a waiver of any such breach or of any such provision. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect, or the rights of any party hereto with respect to any other then existing or subsequent breach.

14.10 No Offsets. Tenant shall not assert any breach of an obligation, warranty or duty of Landlord as, and no such breach shall constitute, a defense, offset, excuse or counterclaim to any obligation of Tenant hereunder, but Tenant may, subject to the other provisions of this Lease, pursue independent remedies for any such breach by Landlord.

14.11 Payment by Landlord of Tenant's Defaulted Payments. In case of default on the part of Tenant to pay any money, or do any act to satisfy any of the obligations or covenants which it is required to pay, do, or satisfy under the provisions of this Lease, Landlord may, at its option, after notice to Tenant, pay any or all such sums, or do any or all such acts which require the payment of money, or incur any expense whatsoever to remedy the failure of Tenant to perform any one or more of the covenants herein

contained. Tenant shall repay the same to Landlord on demand together with interest at the rate provided in Section 16.14 hereof, such interest to be calculated from the date payment is made by Landlord.

SECTION 15 ARBITRATION AND MEDIATION

15.1 Arbitration. The disputes described in Sections 5.8.1; 7.1; 8.1.3; 8.2; 8.3 and 17.6, and no other, shall be subject to arbitration. Such arbitration ("Arbitration") shall be in accordance with the Arbitration Rules for the Real Estate Industry promulgated by the American Arbitration Association as then in effect, each party to appoint one arbitrator and those two arbitrators to appoint a third arbitrator. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof, subject, however, to the provisions of AS 09.43.010 et seq. (the "Alaska Uniform Arbitration Act") which are not in conflict with said Rules; provided, however, if such Association is not then functioning or such Rules are not then in effect, Arbitration shall be conducted in accordance with the requirements of the Alaska Uniform Arbitration Act, or such other provisions of the statutory laws of the State of Alaska as may be enacted in lieu of the Alaska Uniform Arbitration Act, one arbitrator to be appointed by each of the parties hereto, and those two arbitrators to promptly appoint a third arbitrator. All such arbitration proceedings shall take place in Anchorage, Alaska. In any such arbitration proceeding, each party shall have full access to the books and records of the other party and the power to call for testimony any employee, agent or officer of any other party and all other rights to discovery afforded under the then applicable Alaska Rules of Civil Procedure or rules or laws applicable to Alaska Superior Court proceedings adopted in lieu thereof, shall be applicable, all of which shall be fully enforceable by the arbitrators or, if they fail to effect such enforcement, by the Superior Court of the State of Alaska at Anchorage, Alaska.

15.2 Mediation. In addition to the foregoing provisions for arbitration, Landlord and Tenant agree that, with the exception of any claim for payment of Rent, when due, all litigation must be preceded by a mandatory mediation session provided that such mediation occurs within fifteen (15) days of either party serving notice upon the other a demand for mediation and provided further that the parties are able to agree upon a mediator acceptable to each of them. Landlord and Tenant agree that the mediation shall occur in Anchorage, Alaska, and that they will, in good faith, use the mediation process in the event they are unable to agree with respect to any event of default or other claim involving non-performance by either party under the Lease. If litigation is filed before mediation occurs, either party may seek and obtain an order from a court of appropriate jurisdiction staying all such legal proceedings until the conclusion of the mediation process.

SECTION 16 FORCE MAJEURE

16.1 Force Majeure. If the performance by either of the parties of their respective obligations under this Lease (excluding monetary obligations) is delayed or prevented in

whole or in part by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics), war, civil disorders, strikes or other labor difficulties, shortage or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the party's control, whether or not specifically mentioned, the party shall be excused, discharged, and released of performance to the extent such performance or obligation is so limited or prevented by such occurrence without liability of any kind.

16.2 No Current Force Majeure. Landlord and Tenant acknowledge there are no conditions or events of Force Majeure in existence on the date of execution of this instrument.

SECTION 17 MISCELLANEOUS

17.1 No Partnership. Nothing contained herein or in any instrument relating hereto shall be construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for debts or obligations of Tenant or any other party.

17.2 Time of the Essence. Time is hereby expressly declared to be of the essence of this Lease and of each and every term, covenant, agreement, condition and provision hereof.

17.3 Captions. The captions of this Lease and the table of contents preceding this Lease are for convenience and reference only, and are not a part of this Lease, and in no way amplify, define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

17.4 Meaning of Terms. Words of any gender in this Lease shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

17.5 Lease Construed as a Whole. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against Landlord or Tenant.

17.6 Severability. If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, and shall not thereby materially interfere with the reasonably expected benefits to be received under this Lease, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law; provided, however, that if any provision of this Lease relating to the payment of rents is to any extent found invalid or unenforceable, Landlord and Tenant agree to modify this Lease to provide for payment of rents comparable to the rents provided for herein. Should Landlord and Tenant be unable to agree as to any such

modification, such controversy shall be determined by Arbitration in the manner provided in Section 15.

17.7 Effect of Assignment. The term "Landlord" means the person who from time to time holds all of the original Landlord's right, title and interest in and to the Leasehold Premises. Landlord shall have the right to freely assign or, otherwise transfer such right, title and interest and upon notice of such transfer given by the Landlord to the Tenant, the Landlord shall be entirely freed and relieved of all future covenants and obligations of Landlord hereunder except to the extent that the transfer is for purposes of security only; provided that the release shall be effective only upon the assignee or transferee having expressly assumed, by duly recorded documents, all obligations of Landlord hereunder.

17.8 Survival. Each provision of this Lease which may require the payment of money by, to or on behalf of Landlord or Tenant or third parties after the expiration of the term hereof or its earlier termination shall survive such expiration or earlier termination.

17.9 Memorandum of Lease. The parties agree to execute and acknowledge an appropriate memorandum of this Lease for public recordation purposes, so that public notice of the names and address of the parties involved, the Leased Premises, the start and end dates of the Lease Term, any easements granted to the Tenant, if any, and any option or option(s) to renew or extend the lease.

17.10 Amendment of Lease. This Lease shall not be amended, changed or extended except by written instrument signed by both parties hereto. Subject to mutual agreement, the parties reserve the right to amend this Lease as necessary to address issues not reasonably foreseeable at the time of lease.

17.11 Commissions. Landlord and Tenant mutually agree to save and hold each other harmless from any and all claims or demands, requests by real estate brokers, agents or finders with whom Landlord or Tenant may have dealt in connection with this Lease.

17.12 Notices. All notices, demands, requests, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, or by any mortgagee to either party may be given personally or may be delivered by depositing the same in the United States mails, certified, registered or equivalent, return receipt requested, postage prepaid, properly addressed, and sent to the following addresses:

Landlord: City of Whittier
P.O. Box 608
Whittier, Alaska 99693
ATTN: City Manager
PHONE: (907) 472-2327

Tenant: Princess Cruise Lines, LTD
24305 Town Center Dr.
Santa Clarita, CA 91355-4999
ATTN: Executive Vice President
PHONE: (661) 753-0000

or to such other address as either party may from time to time designate by written notice to the other or to any mortgagee. Notices given by mail as aforesaid shall be deemed received and effective when actually received or on the third business day following such dispatch, whichever occurs first.

17.13 Attorneys' Fees. If any action at law or in equity or under the arbitration provisions of Section 15 is brought to recover any rent or other money due under this Lease, or for or on account of any breach of or to enforce or interpret any of the terms, covenants, agreements or conditions of this Lease, or for the recovery of the possession of the Leasehold Premises, the prevailing party shall be entitled to recover from the other party full and complete reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

17.14 Interest. Any amounts due one party to the other pursuant to the terms of this Lease, including amounts to be reimbursed one to the other, shall bear interest from the due date or the date the right to reimbursement accrues at ten and one-half percent (10.5%) per annum; provided, however, that such rate shall not exceed, in any event, the highest rate of interest which may be charged under applicable law without the creation of liability for penalties or rights of offset or creation of defenses. For purposes of interest calculations, the due date of amounts or the date the right to reimbursement accrues shall be deemed the date that it originally was owing but may have been disputed, as distinguished from the date of final settlement or the making of a judicial or arbitration award.

17.15 Governing Law. This Lease shall be construed according to and governed by the laws of the state of Alaska.

SECTION 18 ANTI-DISCRIMINATION CLAUSE

18.1 During the performance of this Lease, the Tenant agrees:

18.1.2 In connection with the performance of work under this Lease including construction, maintenance, and operation of the facility, the Tenant will not discriminate against any employee or applicant from employment because of age, race, color, religion, sex, marital status, or any other subsequently adopted protected class.

18.1.2 The Tenant and its employees shall not discriminate, by segregation or otherwise, against any person on the basis of race, color, religion, sex, nationality, or any other subsequently adopted protected class by curtailing or refusing to

furnish accommodations, facilities, services, or use privileges offered to the public generally.

18.1.3 The Tenant shall include and require compliance with the above non-discrimination provisions in any subcontract made with respect to the operations under this Lease.

SECTION 19 DEFINITIONS

19.1 Affiliate. “Affiliate” means any subsidiary, officer, director, member, or shareholder of Tenant and any entity of which Tenant is a subsidiary, officer, director, member, or shareholder.

19.2 Agreement. “Agreement” means this Lease Agreement together with all Exhibits attached hereto.

19.5 Commencement Date. “Commencement Date” means January 1, 2022.

19.6 Corps 404 Permit. “Corps 404 Permit” means permit(s) issued by the U.S. Army Corps of Engineers in compliance with Section 404 of the federal Clean Water Act of 1976, as amended.

19.7 Intentionally Omitted.

19.8 Intentionally Omitted.

19.9 Exhibit. “Exhibit” means each and every document attached to this Lease as described herein and, by this reference, each such Exhibit is incorporated into this Lease as if fully set forth herein.

Exhibit A Leasehold Premises – Survey and Legal Description

Exhibit B Description of Cruise Parcel Facilities

Exhibit C Assignment for Security Purposes

19.10 Governmental Authority. “Governmental Authority” means and is limited to any applicable laws, ordinances, regulations and requirements of all federal, state and municipal governments having jurisdiction over the matter(s) in question.

19.12 Hazardous Material. “Hazardous Material” means and includes petroleum, asbestos, polychlorinated biphenyls, urea formaldehyde, and any flammable explosives, radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials, or substances, exposure to which is regulated by any Governmental Authority. This includes substances defined as such in the Comprehensive Environmental Response, Compensation, and Liability Act, as

amended (42 U.S.C. Section 9601, et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.); the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.); any so-called “Superfund” or “Superlien” law; or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material.

19.13 Hazardous Materials Laws. “Hazardous Materials Laws” means all federal, state and local environmental laws, ordinances, codes, rules and regulations, orders or decrees relating to Hazardous Materials and applicable to the Leasehold Premises.

19.14 Impositions. “Impositions” means all taxes, assessments, excises, levies and fees by any Governmental Authority which become due or payable during the term of this Lease against the Leasehold Premises and Improvements as provided in Section 3.2.

19.15 Improvements. “Improvements” means the Cruise Parcel Facilities, including all other buildings, structures, fixtures, fences, interior roads, fountains, utility installations, fill, excavations, surfacing, water banks or channels, landscaping, plantings, grading and subsurface improvements from time to time located on the Leasehold Premises. Improvements do not include personal property of Tenant.

19.17 Landlord. “Landlord” means the City of Whittier, Alaska. Landlord shall designate a contract administrator or representative who shall act on behalf of Landlord for purposes of this Agreement.

19.18 Lease. “Lease” means this Lease Agreement together with all Exhibits attached hereto.

19.19 Lease Term. “Lease Term” means the term of this Lease described in Section 1.2, including renewals as provided in Section 1.3.

19.20 Lease Year. “Lease Year” means each twelve (12) month period commencing on the Commencement Date or an anniversary of the Commencement Date.

19.21 Leasehold Mortgage. “Leasehold Mortgage” means any mortgage, deed of trust, or other security instrument encumbering Lessee’s leasehold estate created hereby and which is in favor of an Institutional Lender.

18.22 Leasehold Mortgagee. “Leasehold Mortgagee” means the holder, trustee or beneficiary of a Leasehold Mortgage who is an Institutional Lender.

19.23 Leasehold Premises. “Leasehold Premises” means Cruise Parcel and all Improvements constructed thereon, and as described and shown more particularly in Exhibit A.

19.24 Cruise Parcel Facilities. “Cruise Parcel Facilities” means the minimum facilities constructed by Tenant’s predecessor pursuant to the terms of Section 1.2.1 and Exhibit B.

19.25 Cruise Parcel. “Cruise Parcel” means the land situated in Whittier, Alaska that is subject to this Lease, more particularly described in Exhibit A attached hereto.

19.26 Intentionally Omitted

19.27 Intentionally Omitted

19.28 Marina Parcel. “Marina Parcel” means the land situated in Whittier, Alaska which remains subject to the separate Tidelands Lease Agreement between Landlord and Tenant’s predecessor dated as of June 30, 1999, as amended. As of the effective date of First Amended and Restated Cruise Parcel Lease of 2003, the Marina Parcel excludes the Leasehold Premises.

19.29 Intentionally Omitted

19.30 Rent. “Rent” shall mean the amounts paid by Tenant to Landlord pursuant to the provisions of Section 2.

19.31 Tenant. “Tenant” means Princess Cruise Lines, LTD, its successors, and assigns.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amended and Restated Tidelands Lease Agreement – Cruise Parcel (2021) on this ____ day of November 2021.

LANDLORD:

CITY OF WHITTIER

By: _____
Its: Dave Dickason, Mayor

By: _____
Its: Jim Hunt, City Manager

TENANT:

PRINCESS CRUISE LINES, LTD.

By: _____

Its: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On the ____ day of November, 2021, _____, the Mayor and City Manager of the City of Whittier; who is personally known to me, appeared and acknowledged before me that they signed the Second Amended and Restated Tidelands Lease Agreement - Cruise Parcel (2021) on behalf of the municipal corporation.

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

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of November, 2021, _____, the
_____ of Princess Cruise Lines, Ltd., who is personally known to me,
appeared and acknowledged before me that they signed the Second Amended
and Restated Tidelands Lease Agreement - Cruise Parcel (2021) on behalf of
Princess Cruise Lines, Ltd.

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

EXHIBIT A

Leasehold Premises – Survey and Legal Description

Exhibit B

Description of Cruise Parcel Facilities

The Cruise Parcel consists of approximately 11.97 acres containing the following land and improvements:

- Paved parking lot and a terminal building containing approximately 18,300 square feet
- Two covered walkways
 - Walkway from the terminal to the Alaska Railroad depot, which is approximately 210 feet in length
 - Walkway from the terminal to a floating dock, which is approximately 350 feet in length
- Floating dock approximately 595 feet in length; and
- Two cat walks out to mooring piles with supports
 - West catwalk is 255 feet long with mooring dolphin at 160 feet and at the end of the catwalk
 - East catwalk is 200 feet long with a mooring dolphin at 110 feet and the end of the catwalk

Exhibit C

Form Assignment for Security Purposes

LIMITED ASSIGNMENT FOR SECURITY PURPOSES

The CITY OF WHITTIER ("Landlord"), whose mailing address is P.O. Box 608, Whittier, Alaska 99693, has entered into that certain Tidelands Lease Agreement ("Lease") dated _____, with PRINCESS CRUISE LINES LTD. ("Assignor"), whose mailing address is 24305 Town Center Drive, Santa Clarita, California 91355, of the following real property:

See attached Exhibit "A"

and Landlord hereby consents to the assignment of the Lease by Assignor to _____ ("Assignee").

The purpose of this consent is to allow Assignor to secure a loan, the total proceeds of which are to be used for leasehold development and/or operations on the property described above ("Leased Premises").

1. Possession by Assignee. Assignee may take possession of the Leased Premises and vest in the interest of Assignor in the Lease upon the performance of the following conditions:

- a. The payment to Landlord of any and all outstanding sums due to Landlord under the Lease, including, but not limited to, accrued unpaid rent.
- b. The sending of a written notice to Landlord and Assignor of Assignee's intent to take possession of the Leased Premises and assume the Lease.
- c. The curing of all defaults not remediable by the payment of money within an additional thirty (30) days of the date upon which such default was required to be cured by the Assignor under the terms of the Lease.

2. No Liability of Assignee Without Possession. Assignee shall have no liability or obligation under the Lease pursuant to this Assignment unless and until it sends to Landlord the written notice described in paragraph 1(b) above. Nothing in this Assignment nor in the taking of possession of the Leased Premises and assumption of the Lease by Assignee or a subsequent assignee shall relieve Assignor of any duty or liability to Landlord under the Lease.

3. Notice of Default and Opportunity to Cure. Upon any default of any of the terms of the Lease by Assignor, Landlord, in addition to notifying Assignor (the Lessee) pursuant to the terms of the Lease, shall also notify Assignee of such default. Upon receipt of a written notice of default, Assignee and/or Assignor shall have thirty (30) days,

or the length of time as set forth in the Lease, whichever is longer, to cure the default. If the event of default cannot be cured by the payment of money to Landlord or a third party, the Lease will not be terminated if, Assignee and/or Assignor have promptly and diligently commenced to cure and complete the cure within thirty (30) days of notice.

4. Notice. For purposes of the notice set forth in paragraph 3, the address for Assignee is: _____, unless Landlord is subsequently advised in writing of a more current address.

5. No Other Change. Except as otherwise expressly stated herein, nothing in this consent to assignment is intended to amend or alter any of the terms and conditions of the Lease or any amendments thereto previously executed by Landlord and Assignor, or any predecessor in interest to either of them, all of which terms and conditions remain in full force and effect. In the event of any conflict among any provisions of this Assignment, the Lease as amended, and any provisions of any security agreements including assignments of lease and deeds of trust, the provisions of this Assignment and the Lease as amended shall govern the rights of Landlord.

6. Assignee's Right to Find New Operator. In the event Assignee is required to take over and assume Assignor's obligations under the Lease, Assignee is entitled, upon receipt of written consent from Landlord, to locate a new operator for purposes of fulfilling Assignor's obligations under the Lease until the end of the then existing Lease term. Any such subsequent operator will be required to demonstrate to Landlord its experience and capability to operate the Premises as identified in the Lease, in accordance with the terms and conditions set forth therein. Proof of financial capability to fulfill the operations contemplated by the Lease will also be considered in determining whether to consent to any such subsequent operator.

[signatures on following page]

LANDLORD

CITY OF WHITTIER

By: _____
Jim Hunt, City Manager

ASSIGNOR

PRINCESS CRUISE LINES LTD.

By: _____
Its: _____

ASSIGNEE

By: _____
Its: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, the City Manager of the City of Whittier, who is personally known to me, appeared and acknowledged before me that he/she executed the foregoing Limited Assignment for Security Purposes on behalf of the City of Whittier.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

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

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, the _____ of PRINCESS CRUISE LINES LTD., who is personally known to me, appeared and acknowledged before me that he/she executed the foregoing Limited Assignment for Security Purposes on behalf of PRINCESS CRUISE LINES LTD.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

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

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, the _____ of _____, who is personally known to me, appeared and acknowledged before me that he/she executed the foregoing Limited Assignment for Security Purposes on behalf of _____, as Assignee.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

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

A TRACT OF LAND INCLUDING UPLANDS AND SUBMERGED TIDELANDS, LYING WITHIN PORTIONS OF: PARCELS B, D, & J AND LOTS 6, 8, & 11 OF US SURVEY 9008 AND TRACT D OF ALASKA TIDELANDS SURVEY (ATS) NO. 1545 RECORDED AS PLAT 2003-49, ANCHORAGE RECORDING DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE BOUNDARY BETWEEN LOTS 11 AND 12, ATS NO. 1545 RECORDED AS PLAT 2003-49, ANCHORAGE RECORDING DISTRICT, A BUREAU OF LAND MANAGEMENT 3-1/4 INCH DIAMETER BRASS MONUMENT STAMPED WP S9008 L12/L11 DESIGNATED R15 PER ATS NO. 1545, FROM WHICH MONUMENT S4, A R&M CONSULTANTS 2-1/2 INCH DIAMETER ALUMINUM MONUMENT STAMPED ATS1545 TR G-3 C4/PAR F S9008, BEARS S76°37'11"E; **THENCE** ALONG THE BOUNDARY OF SAID LOTS 11 AND 12, PLAT 2003-49, N76°37'11"W, 250.01 FEET TO THE A POINT OF INTERSECTION WITH LOT 11, AMENDED HARBOR LOOP TRACT LEASE PARCEL SURVEY, PLAT 2000-59, ANCHORAGE RECORDING DISTRICT; **THENCE** ALONG THE BOUNDARY OF SAID LOT 11, PLAT 2000-59, S82°22'43"W, 0.59 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20 FEET, AND A CENTRAL ANGLE OF 117°45'48", BEING THE TRUE **POINT OF BEGINNING**;

THENCE ON THE ARC OF SAID CURVE, COINCIDENT WITH THE BOUNDARY OF SAID LOT 11, PLAT 2000-59, 41.11 FEET, SAID ARC SUBTENDED BY A CHORD BEARING S23°29'49"W, AND A CHORD DISTANCE OF 34.24 FEET;

THENCE ON THE BOUNDARY OF SAID LOT 11, PLAT 2000-59, S35°26'31"E, 340.76 FEET TO A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 29.53 FEET, AND A CENTRAL ANGLE OF 28°46'01";

THENCE DEPARTING THE BOUNDARY OF SAID LOT 11, PLAT 2000-59, ON THE ARC OF SAID CURVE, 14.83 FEET, SAID ARC SUBTENDED BY A CHORD BEARING S81°59'58"W, AND A CHORD DISTANCE OF 14.67 FEET;

THENCE N83°37'02"W, 188.89 FEET;

THENCE N84°32'18"W, 99.54 FEET;

THENCE N85°53'54"W, 112.45 FEET;

THENCE N87°02'36"W, 58.71 FEET;

THENCE N1°00'41"E, 188.24 FEET;

THENCE N40°24'10"W, 147.57 FEET;

THENCE N48°37'50"E, 224.53 FEET;

THENCE N47°44'49"W, 105.43 FEET;

THENCE S65°23'23"W, 245.02 FEET;

THENCE N88°52'09"W, 581.72 FEET;

THENCE N9°47'26"W, 210.91 FEET;

THENCE N80°12'37"E, 1211.75 FEET;

THENCE S0°45'37"W, 566.14 FEET TO A POINT OF INTERSECTION WITH LOT 11, PLAT 2000-59;

THENCE ALONG THE BOUNDARY OF SAID LOT 11, PLAT 2000-59, S82°22'43"W, 57.03 FEET TO THE TRUE **POINT OF BEGINNING**;

CONTAINING 11.97 ACRES (521,343 SQUARE FEET) MORE OR LESS.

EXHIBIT A, DEPICTING THIS LEGAL DESCRIPTION, ATTACHED TO AND MADE PART OF.

ATS 1545
TRACT D
ARD 2003-49

N80°12'37"E
1211.75'

CRUISE PARCEL LEASE
11.97 ACRES

N88°52'09"W
581.72'

N47°44'49"W
105.43'
S65°23'23"W
245.02'

MARINA PARCEL LEASE

ALASKA RAILROAD R.O.W. EASEMENT

ADOT&PF R.O.W.

PARCEL B
USS 9008

WHITTIER SMALL BOAT
HARBOR LEASE
(88-64)

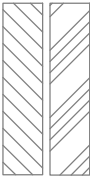
AREA "D"
ARD 88-64

N01°00'41"E
188.24'

LOT 8 USS 9008

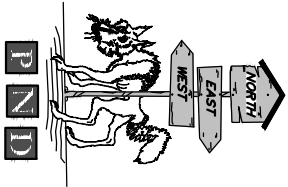
PARCEL D
USS 9008

566.14'
S00°45'37"W



- CRUISE PARCEL LEASE
PLAT NO. 2003-49 ATS 1545/USS 9008
- MHW
1999 MEAN HIGH WATER LINE
- PLAT NO. 88-64 (LEASES)
PLAT NO. 2000-59 (LEASES)
ADOT&PF CENTERLINE
ADOT&PF RIGHT OF WAY LINE, PLAT NO. 2016-42
- CRUISE PARCEL LEASE WITHIN ADOT&PF ROW
- CRUISE PARCEL LEASE WITHIN AK RAILROAD ROW ESMT

- LEGEND AND NOTES**
- RECORD USS BRASS CAP MON.
 - RECORD ATS 1545, R&M ALUM. MON.
 - POB POINT OF COMMENCEMENT
 - POB POINT OF BEGINNING
 - BEARINGS AND DISTANCES SHOWN HEREON ARE DERIVED FROM PLATS OF RECORD. NO FIELD SURVEY PERFORMED.



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N83° 37' 02"W	188.89'
L2	N84° 32' 18"W	99.54'
L3	N85° 53' 54"W	112.25'
L4	N87° 02' 36"W	58.71'
L5	S82° 22' 43"W	57.03'

CURVE TABLE				
CURVE NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C1	41.11'	20.00'	117°45'48"	S23° 29' 49"W
C2	14.83'	29.53'	28°46'01"	S81° 59' 58"W



EXHIBIT-A

DESCRIPTION: EXHIBIT DEPICTING EXISTING LEASE AREA KNOWN AS "CRUISE PARCEL", AS DESCRIBED ON LEGAL DESCRIPTION PREPARED BY PND ENGINEERS, AUGUST 2021.

PREPARED FOR: FRANKLIN DOCK ENTERPRISES
350 N. FRANKLIN ST., STE. 2
JUNEAU, AK 99801

LOCATION: ±11.97 ACRES WITHIN SECTION 14, TOWNSHIP 08 NORTH, RANGE 04 EAST, SEWARD MERIDIAN, ALASKA, AND CITY OF WHITTIER, IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

SCALE:	1" = 120'	FIELD BOOK:	N/A
DESIGNED BY:	IB	DATE:	8/30/21
CHECKED BY:	MW/DT	PROJECT NO:	211063

PND
1506 West 36th Avenue
Anchorage, Alaska 99503
Phone: 907.561.1011
www.pndengineers.com
AK LIC# AECC250

RECORD IN ANCHORAGE RECORDING DISTRICT

After Recording Return to:
Durrell Law Group, P.C.
1400 W. Benson Blvd., Suite 370
Anchorage, Alaska 99503
(907) 258-3224

**AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT AND
THIRD AMENDMENT TO TIDELANDS LEASE AGREEMENT – CRUISE
PARCEL (AMENDED AND RESTATED 2003)**

This Amendment to Memorandum of Lease Agreement and Third Amendment to Tidelands Lease Agreement – Cruise Parcel (Amended and Restated 2003) (“Amendment”) is executed by and between the CITY OF WHITTIER, a municipal corporation (“Landlord”) and WHITTIER DOCK ENTERPRISES, LLC (“Tenant”), a dissolved Alaska limited liability company and FRANKLIN DOCK ENTERPRISES, LLC, an Alaska limited liability company, as parent and successor in interest to Tenant, to amend the Memorandum of Lease Agreement, Amendments to Lease, and Assignment of Lease among Landlord, Tenant and PASSAGE CANAL DEVELOPMENT LLC, an Alaska limited liability company (“PCD”), recorded December 17, 2003, under Document No. 2003-129999-0 in the records of the Anchorage Recording District, Third Judicial District, State of Alaska (the “Original Memorandum”).

Effective April 24, 2003, Landlord and PCD entered into a Tidelands Lease Agreement - Cruise Parcel (Amended and Restated 2003) (the “Amended and Restated Cruise Parcel Lease”); effective April 24, 2003, Landlord and PCD entered into an Amendment to Tidelands Lease Agreement - Cruise Parcel (Amended and Restated 2003) (the “First Amendment”); effective April 29, 2003, PCD and Tenant entered into an Assignment of Lease and Landlord executed a Consent to Assignment dated May 4, 2003; and effective May 30, 2003, Landlord and Tenant entered into a Second Amendment to Tidelands Lease Agreement - Cruise Parcel (Amended and Restated 2003) (with the Amended and Restated Cruise Parcel Lease and First Amendment, the “Lease”) for certain real property described in the Original Memorandum.

Landlord, Tenant and FDE enter into this Amendment to amend the Original Memorandum and Lease to revise and replace in its entirety the legal description of the real property that is the subject of the Lease to be the legal description attached hereto as Exhibit “A”

AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT AND THIRD
AMENDMENT TO TIDELANDS LEASE AGREEMENT – CRUISE PARCEL
(AMENDED AND RESTATED 2003)

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(referred to as the "Cruise Parcel"). This Amendment is not intended to amend or modify the Lease in any respect other than as expressly provided in the immediately preceding sentence.

This Amendment may be executed in one or more counterparts, each of which shall be an original, and all of which together will be deemed to be one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument as of the dates set forth below.

LANDLORD:
CITY OF WHITTIER

By: Jim Hunt
Its: City Manager

TENANT:
WHITTIER DOCK ENTERPRISES, LLC
a dissolved Alaska limited liability company

By FRANKLIN DOCK ENTERPRISES, LLC
Its sole member and agent

Date: _____

By: Reed Stoops
Its: Managing Member

FRANKLIN DOCK ENTERPRISES, LLC

Date: _____

By: Reed Stoops
Its: Managing Member

AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT AND THIRD
AMENDMENT TO TIDELANDS LEASE AGREEMENT – CRUISE PARCEL
(AMENDED AND RESTATED 2003)

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STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn personally appeared _____, to me known to be the person who executed the foregoing instrument as _____ of the City of Whittier, and acknowledged to me that he/she knew the contents of the foregoing instrument and has executed such instrument freely and voluntarily on behalf of the City of Whittier.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Alaska
My commission expires:

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared REED STOOPS, managing member of FRANKLIN DOCK ENTERPRISES, LLC, sole member and agent of WHITTIER DOCK ENTERPRISES, LLC, a dissolved Alaska limited liability company, who is personally known to me, appeared and acknowledged before me that he executed the foregoing instrument on behalf of WHITTIER DOCK ENTERPRISES, LLC and FRANKLIN DOCK ENTERPRISES, LLC.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for Alaska
My Commission Expires:

AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT AND THIRD
AMENDMENT TO TIDELANDS LEASE AGREEMENT – CRUISE PARCEL
(AMENDED AND RESTATED 2003)

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STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared REED STOOPS, managing member of FRANKLIN DOCK ENTERPRISES, LLC, who is personally known to me, appeared and acknowledged before me that he executed the foregoing instrument on behalf of FRANKLIN DOCK ENTERPRISES, LLC.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for Alaska
My Commission Expires: _____

ANCHORAGE RECORDING DISTRICT

**Recording requested by and
after recording, return to:**

City of Whittier
c/o Birch Horton Bittner & Cherot
510 L Street, Suite 700
Anchorage, Alaska 99501

MEMORANDUM OF LEASE

This Memorandum of Lease Agreement ("Memorandum of Lease"), dated as of November __, 2021 (the "Effective Date") is made by and between the City of Whittier, a municipal corporation ("Landlord") and Princess Cruise Lines Ltd., a Bermuda Corporation ("Tenant").

On the Effective Date Tenant entered into a certain Assignment of Lease agreement (the "Assignment") with Whittier Dock Enterprises, LLC ("WDE") and Franklin Dock Enterprises, LLC ("FDE") (with WDE, "Assignors"), pursuant to which Assignors assigned all of their right, title and interest in a certain Tidelands Lease Agreement – Cruise Parcel (Amended and Restated 2003), as amended (the "Prior Lease"), to Tenant as set forth more fully in the Assignment, and Landlord executed a Consent to Assignment, dated November __, 2021 (the "Consent"), consenting to the assignment of the Prior Lease to Tenant, which relates to certain real property legally described as follows:

A tract of land including uplands and submerged tidelands, laying within portions of: Parcels B, D & J and Lots 6, 8 & 11 of US Survey 9008 and Tract D of Alaska Tidelands Survey (ATA) No. 1545 Recorded as Plat 2003-49, Anchorage Recording District, more particularly described as follows:

Commencing at a point on the boundary between Lots 11 and 12, ATS No. 1545 recorded as Plat 2003-49, Anchorage Recording District, a Bureau of Land Management 3-1/4 inch diameter brass monument stamped WP S9008 L12/L11 designated R15 per ATS No. 1545, (all bearings referenced herein derived from said ATS No. 1545 utilizing the record bearing between monuments designated R15, as previously described, and monument S4, a R&M Consultants 2-1/2 inch diameter aluminum monument stamped

ATS1545 TR G-3 C4/PAR F S9008, bearing S76°37'11"E, as the Basis of Bearing with distances expressed in US survey feet); thence on the boundary of said Lots 11 and 12, Plat 2003-49, N76°37'11"W, 250.01 feet to the boundary of Lot 11, Amended Harbor Loop Tract Lease Parcel Survey, Plat 2000-59, Anchorage Recording District; thence on the boundary of said Lot 11, Plat 2000-59, S82°22'43"W, 0.59 feet to the beginning of a curve concave southeasterly, having a radius of 20 feet, and a central angle of 117°45'48", and the Point of Beginning; thence on the arc of said curve, coincident with the boundary of said Lot 11, Plat 2000-59, 41.11 feet, said arc subtended by a chord bearing S23°29'49"W, and a chord distance of 34.24 feet; thence on the boundary of said Lot 11, Plat 2000-59, S35°26'31"E, 340.76 feet to a non-tangential curve concave northwesterly, having a radius of 29.53 feet, and a central angle of 28°46'01"; thence departing the boundary of said Lot 11, Plat 2000-59, on the arc of said curve, 14.83 feet, said arc subtended by a chord bearing S81°59'58"W, and a chord distance of 14.67 feet; thence N83°37'02"W, 188.89 feet; thence N84°32'18"W, 99.54 feet; thence N85°53'54"W, 112.45 feet; thence N87°02'36"W, 58.71 feet; thence N1°00'41"E, 188.24 feet; thence N40°24'10"W, 147.57 feet; thence N48°37'50"E, 224.53 feet; thence N47°44'49"W, 105.43 feet; thence S65°23'23"W, 245.02 feet; thence N88°52'09"W, 581.72 feet; thence N9°47'26"W, 210.91 feet; thence N80°12'37"E, 1211.75 feet; thence S0°45'37"W, 566.14 feet to the boundary of Lot 11, Plat 2000-59; thence on the boundary of said Lot 11, Plat 2000-59, S82°22'43"W, 57.03 feet to the Point of Beginning, containing 11.97 acres (521,343 square feet) more or less.

hereinafter referred to as the "Leasehold Premises".

In connection with Landlord's review of the Assignors' request for the Assignment, and consent to the Assignment, Landlord and Tenant agreed to amend and restate the terms of the Prior Lease for the Leasehold Premises, and to execute a Second Amended and Restated Tidelands Lease Agreement – Cruise Parcel (2021) (the "Lease"), which was made and delivered on the Effective Date.

The term of the Lease expires on October 1, 2033. If Tenant has not materially breached the conditions described in the Lease, Tenant shall have one (1) option to renew the Lease to extend its term for thirty-five (35) years. After the initial option period, if Tenant has not materially breached the conditions described in the Lease, Landlord and Tenant may agree to renew the term of the Lease by a second thirty-five (35) year period.

Landlord's address is: City of Whittier

P.O. Box 608
Whittier, Alaska 99693
ATTN: City Manager
Phone: (907) 472-2327

Tenant's address is: Princess Cruise Lines, Ltd.
24305 Town Center Drive
Santa Clarita, California 91355-4999
ATTN: Executive Vice President
Phone: (661) 753-0000

The terms and conditions set forth in the Lease control over any inconsistent term set forth in this Memorandum of Lease, which is being executed solely for the purpose of placing of record the existence of the Lease.

[Signatures on following page]

IN WITNESS WHEREOF, Landlord and Tenant has executed this Memorandum of Lease as of the Effective Date.

LANDLORD:

CITY OF WHITTIER

By: Jim Hunt
Its: City Manager

TENANT:

PRINCESS CRUISE LINES LTD.

By: _____
Its: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On November __, 2021, Jim Hunt, City Manager of the City of Whittier, who is personally known to me, or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared and acknowledged before me that he signed this Memorandum of Lease on behalf of the municipal corporation.

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

STATE OF WASHINGTON)
) ss.
_____ COUNTY)

On November __, 2021, _____ personally known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared before me and acknowledged before me that (s)he signed this Memorandum of Lease on behalf of the Tenant and that (s)he had due authority to sign the document in the capacity therein stated.

Notary Public in and for the State of Washington
My Commission expires: _____

**CITY OF WHITTIER, ALASKA
RESOLUTION 041-2021**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, AUTHORIZING SIGNATORIES FOR ALL CITY BANK AND INVESTMENT ACCOUNTS AND RESCINDING ALL PREVIOUS RESOLUTIONS IN CONFLICT HEREWITH

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

WHEREAS, Whittier Municipal Code 3.24.030 establishes two classes of required signatories for City financial transactions; one from among members of the City Council and one from among the appointed officials of the City, including City Manager, City Clerk, and at least one other appointed official designated by position by City Council resolution; and

WHEREAS, the City periodically experiences changes in personnel and elected members of the Whittier City Council, and as a result, must amend its list of authorized signers on the City’s checking and investment accounts; and

WHEREAS, by Resolution #44-2019 passed by the Whittier City Council on December 23, 2019, the City is authorized to utilize electronic signatures on all payments made on behalf of the City, so long as the signatures comport with Whittier Municipal Code 3.24.030.

NOW, THEREFORE, the Whittier City Council hereby resolves that:

Section 1. Any authorized signer below is authorized to sign and/or approve checks, ACH payments, drafts, notes, wire transfers, and/or other orders drawn against the City of Whittier’s bank accounts maintained at First National Bank of Anchorage, as well as any investment accounts or debt service accounts in the name of the City of Whittier:

Group A: City Manager, Jim Hunt; Assistant City Manager, Jackie C. Wilde; City Clerk; Public Works Director, Scott Korbe; and Finance Director, Kristin Erchinger.

Group B: Mayor, Dave Dickason; Vice-Mayor Peter Denmark; Council members David Pinquoch, Victor Shen, Dan Blair, Thomas Wagner, and Cathy McCord.

Section 2. One signature of a person named in Group A and one signature of a person named in Group B are hereby required to endorse checks, drafts and other orders for and on behalf of the City of Whittier, provided, if a check, draft, warrant or other document is presented unendorsed for deposit to the credit of the City, the depository institution may supply the required endorsement.

**CITY OF WHITTIER, ALASKA
RESOLUTION 041-2021**

Section 3. The City Manager, Assistant City Manager or Finance director are authorized to order the telephone transfer of funds on behalf of the City of Whittier directly to another institution where the City has established an account, provided that prior to any transfer, sufficient documentation establishing the receiving account has been provided to the transferring institution by the institution designated to receive the funds, and provided that a Wire Transfer Authorization form has been signed by at least two individuals from Group A.

Section 5. The City Manager, Assistant City Manager or Finance Director may delete names of signers from City accounts when the person no longer holds the office designated in this Resolution.

Section 6. The City Manager, Assistant City Manager, Finance Director or City Clerk are authorized to obtain account information by phone or letter and are authorized to add or delete names of City credit card holders and to authorize the electronic payment of the City's credit card, so long as all necessary documentation, including supporting receipts, have been received by the Finance Director and City Manager.

Section 7. All previously approved resolution in conflict herewith is hereby rescinded.

Section 8. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 16th day of November, 2021

Dave Dickason
Mayor

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:

Jackie C. Wilde
Acting City Clerk

Council Agenda Statement

Meeting Date: November 16, 2021

To: City Council

Through: Jim, Hunt, City Manager

From: Kris Erchinger, Finance Director



Agenda Item: Authorizing Signatories For All City Bank And Investment Accounts And Rescinding All Previous Resolutions In Conflict Herewith

BACKGROUND, JUSTIFICATION & INTENT:

Whittier Municipal Code 3.24.030 establishes two classes of required signatories for City financial transactions; one from among members of the City Council and one from among the appointed officials of the City, including City Manager, City Clerk, and at least one other appointed official designated by position by City Council resolution; and

The City periodically experiences changes in personnel and elected members of the Whittier City Council, and as a result, must amend its list of authorized signers on the City's checking and investment accounts.

Resolution #44-2019 passed by the Whittier City Council on December 23, 2019, the City is authorized to utilize electronic signatures on all payments made on behalf of the City, so long as the signatures comport with Whittier Municipal Code 3.24.030.

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	Comprehensive Plan: <i>Chapter 4: City Administration and Municipal Services: The Manager is responsible for administering the City's day-to-day operations and carrying out the policy directions of the City Council, including the assurance to all taxpayers and residents that the local government is effective and responsive to their needs.....</i>	X		
2.	Whittier Code: <i>Chapter 3.24 Disbursements</i>	X		
3.	Other (<i>list</i>):			

FISCAL NOTE: Whittier Municipal Code 3.24.030 establishes two classes of required signatories for City financial transactions. The City periodically experiences changes in personnel and elected members of the Whittier City Council, and as a result, must amend its list of authorized signers on the City's checking and investment accounts.

ATTORNEY REVIEW: Yes _____ No _____ Not Applicable ___X___

RECOMMENDATION: Approve Resolution 041-2021 Authorizing Signatories For All City Bank And Investment Accounts And Rescinding All Previous Resolutions In Conflict Herewith

**CITY OF WHITTIER, ALASKA
RESOLUTION #44-2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER,
ALASKA, AUTHORIZING ELECTRONIC SIGNATURES FOR CHECKS
DRAWN ON BEHALF OF THE CITY**

WHEREAS, the City of Whittier City Council passed Resolution #01-2019 on January 15, 2019, authorizing, among other things, five members of the administration and seven members of the City Council to serve as manual signatories on behalf of the City for the endorsement of checks, drafts and other orders for and on behalf of the City; and

WHEREAS, in order to provide for a more efficient process for payment of bills on behalf of the City, and to avoid delays caused by the unavailability of individuals to sign checks resulting in late payments and late fees, the City administration recommends eliminating manual check signing and utilizing technologies built into the City's accounting software which allow for electronic signatures; and

WHEREAS, Whittier Municipal Code §3.24.030 requires that there shall be two classes of signatories for all City checks comprised of elected officials in the first class, and appointed officials in the second class, and requires that one person from each class shall sign all checks, and the administration proposes to utilize the electronic signatures of one official in each class to electronically sign checks on behalf of the City; and

WHEREAS, the City will work with the software vendor to safeguard electronic signatures through software security protocols, and will ensure that each payment continues to receive all required approvals in advance, by the department head, finance director, and/or city manager, prior to the issuance of payment.

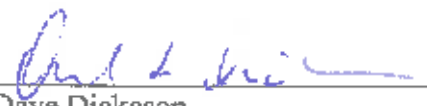
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Whittier, Alaska authorizes the use of electronic signatures for payments made on behalf of the City, so long as the signatures represent one elected and one appointed official of the City, in accordance with the requirements of Whittier Municipal Code §3.24.030.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 23rd day of December, 2019.

ATTEST:



Naelene Matsuniya
City Clerk



Dave Dickason
Mayor

Ayes: 4
Nays: 0
Absent: 0
Abstain: 0

**CITY OF WHITTIER, ALASKA
RESOLUTION 042-2021**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, APPROVING EMERGENCY REPAIRS TO REPLACE DETERIORATED PORTIONS OF THE TIDAL LAGOON CULVERT IN THE AMOUNT OF \$23,621.69, AND APPROPRIATING FUNDS

WHEREAS, the City of Whittier experienced a weather event in October which caused significant water inundation in the location of the Tidal Lagoon; and

WHEREAS, an inspection determined that a joint in a culvert failed, along with degraded culvert pipe failing, resulting in ground material flowing into a clogging the culvert; and

WHEREAS, the City had previously issued a Request for Proposals for the purpose of conducting earthquake repairs, and the responsive bidder, GMC Contractors, was on-site performing earthquake-related damages repairs, enabling the City to enter into an emergency contact for time-and-materials repairs; and

WHEREAS, the City Manager informed the City Council of the need to conduct emergency repairs resulting from the declaration of a local emergency, on October 22, 2021, with anticipated costs of repairs not to exceed \$50,000; and

WHEREAS, GMC was able to mobilize materials and replace the deteriorated and damaged culvert at a total cost of \$23,621.69; and

WHEREAS, the public works director will work with the ARRC to determine whether the costs of the project, being located on Railroad property, are to be reimbursed by ARRC.

NOW, THEREFORE, the Whittier City Council hereby resolves that:

Section 1. The City Manager is authorized to sign all agreements necessary to facilitate the contract with GMC Contracting which was initiated on an emergency repair basis.

Section 2. Funding in the amount of \$23,621.69 is hereby appropriated from the General Fund Unassigned Fund Balance (reserves) account to the Public Works Road Repairs account no. 01-600-7210.

**CITY OF WHITTIER, ALASKA
RESOLUTION 042-2021**

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 16th day of November, 2021.

Dave Dickason
Mayor

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:

Jackie C. Wilde
Acting City Clerk

Council Agenda Statement



Meeting Date: November 16, 2021

To: City Council

From: Jim Hunt, City Manager

Agenda Item: Emergency Repairs to Tidal Lagoon Culvert

BACKGROUND. JUSTIFICATION & INTENT:

The City experienced a catastrophic failure of a culvert located in the vicinity of the Tidal Lagoon, during a heavy storm event in October. The City Manager declared a local disaster as a result of the failure, as failing to perform immediate repairs could have resulted in significant damage to public and private property and infrastructure.

The City hired GMC Contracting, as a result of a competitive bid process, to conduct repairs of earthquake-damaged infrastructure in Whittier, resulting from the November 2018 earthquake event. GMC Contracting was on-site in town performing many of those repairs at the time of the culvert failure and had already mobilized equipment for other purposes.

The City Manager notified Council via letter on October 10, 2021, of the need to conduct emergency repairs at a cost not to exceed \$50,000. He authorized the public works director to initiate an emergency contract with GMC Contracting to perform the repairs. The repairs have been completed at a total cost of \$23,621.69.

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	2020 Comprehensive Plan (<i>document source here</i>): p. 101 regarding improved road conditions and address erosion.	X		
2.	Whittier Code: 3.32.210(C) <i>Emergency Procurements</i> .	X		
3.	Other (<i>list</i>):			

FISCAL NOTE:

Total cost of the repairs for this project are \$23,621.69. The City will work with Alaska Railroad to determine whether the cost of the repairs for this infrastructure, located on Alaska Railroad property, are eligible for reimbursement.

ATTORNEY REVIEW: Yes _____ No X Not Applicable _____

RECOMMENDATION: The Administration recommends Council adopt Resolution 042-2021 to pay the cost of emergency repairs to the Tidal Lagoon Culvert.



THE CITY OF WHITTIER

Gateway to Western Prince William Sound

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

October 22, 2021

Re: Local Emergency Declared

On or about ten days ago, Public Works Director Scott Korbe and GMC Contractors were inspecting the Tidal Lagoon worksite. A significant depression in the shoulder over the culvert was observed. Upon further inspection, a joint was noted to have failed and ground material was flowing into the pipe and was clogging.

This failure poses a clear threat to public and private infrastructure in the area, Depot Road would be closed, and repair would be nearly impossible if delayed.

Director Korbe requested GMC Contractors contact CRW, our city engineering company, to initiate an emergency ROM (Rough Order of Magnitude) for repair. They notified Jenny Bullinger at Emergency Management and response has been slower than anticipated.

Anticipated cost for the repair is \$50,000. GMC Construction will initiate work next week.

Jim Hunt, City Manager
Whittier, Alaska
citymanager@whittieralaska.gov

Cc: Mayor Dickason, Vice-mayor Denmark, City Council Members
Assistant City Manager Wilde

**CITY OF WHITTIER, ALASKA
RESOLUTION 043 -2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER,
ALASKA, AUTHORIZING AN EMPLOYMENT AGREEMENT WITH JIM
HUNT TO SERVE AS CITY MANAGER FOR FOUR ADDITIONAL YEARS**

WHEREAS, the Whittier City Council passed resolution #31-2018 employing Jim Hunt as city manager for a period of three years; and

WHEREAS, an amendment to the initial employment contract with Hunt was approved via Resolution #19-2019, containing the same key employment conditions with the exception that the City authorized payment for one-half of the cost of spousal health insurance coverage, including dental and vision; and

WHEREAS, the new Employment Agreement does not increase any costs related to the contract and the is for a period of four years, ending November 15, 2025

NOW, THEREFORE, BE IT RESOLVED by the Whittier City Council that Jim Hunt is hereby appointed as City Manager for an additional term of four years, upon such other terms as Jim Hunt and the City Council shall agree on, as included in the attached Employment Agreement in substantial form as attached hereto.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 16th day of November, 2021.

Dave Dickason
Mayor

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:

Jackie C. Wilde
Acting City Clerk

Council Agenda Statement

Meeting Date: November 16, 2021

To: City Council

Through: Jim, Hunt, City Manager

From: Kris Erchinger, Finance Director



Agenda Item: Authorizing An Employment Agreement With Jim Hunt To Serve As City Manager For Four Additional Years from November 16, 2021 through November 15, 2025

A copy of the contract will be updated following the November 15, 2021 Executive Session and provided as a laydown at the November 16, 2021 regular meeting

BACKGROUND, JUSTIFICATION & INTENT:

The City of Whittier and Jim Hunt (“Hunt”) entered into an Employment Agreement (“Agreement”) on December 4, 2018, employing Hunt for a period of three years, via Resolution #31-2018. The key elements of that Agreement included: 1) annual salary of \$140,000; 2) participation in PERS; 3) participation in City’s health plan; 4) 160 hours of paid leave; 5) reimbursement for reasonable lodging and meal expenses and professional development in the interests of the City; 6) a three-year contract; 7) at-will employment with termination at any time by the City, or resignation with thirty days’ notice prior to the effective date of resignation, if by Hunt; 8) four months’ severance pay. The Agreement required that Hunt request approval to take annual leave, from either the Mayor or Vice Mayor.

The City and Hunt entered into Amended Agreement No. 1 via Resolution #19-2019, effective January 1, 2019, passed on May 21, 2019. Amendment No. 1 to the Agreement contained the same key employment conditions with the exception that it was amended to authorize the City’s payment of one-half of Hunt’s spouse’s health insurance.

The proposed new Employment Agreement (“New Agreement”) is slated to become effective upon passage by the City Council. The key terms of the employment Agreement that are proposed to change include: 1) the effective date of the New Agreement is November 16, 2021; 2) the term of the contract is for four years (through November 15, 2025); 3) the manager shall receive the payment of unused accrued leave upon resignation. The provision which was contained in Amendment No. 1 (payment of one-half of spousal healthcare) is retained in the New Agreement. The New Agreement also eliminates the requirement for Council approval of Hunt’s annual leave but retains the requirement that Hunt keep the Council generally apprised of planned absences and annual leave exceeding five consecutive workdays in duration.

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	Comprehensive Plan:		X	
2.	Whittier Code: <i>Chapter 2.16 City Manager</i>	X		
3.	Other (<i>list</i>):			

FISCAL NOTE: Fiscal Note will be updated following the November 15, 2021 Executive Session and provided as a laydown at the November 16, 2021 regular meeting

ATTORNEY REVIEW: Yes _____ No _____ Not Applicable _____

RECOMMENDATION: That City Council approve Resolution 043-2021 authorizing a New Agreement with the City Manager, extending the City Manager Employment Agreement for four additional years.

A copy of the contract will be updated following the November 15, 2021 Executive Session and provided as a laydown at the November 16, 2021 regular meeting

CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement"), effective as of November 16, 2021, ("Effective Date"), is between the City of Whittier, Alaska ("City") and James Hunt ("Manager" or "Hunt").

RECITALS

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

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth in this Agreement, the City and Manager agree as follows:

Section 1. Duties of Manager

- A. **Scope of Duties.** Manager shall be employed by City as, and hold the title of, "City Manager" of the City of Whittier. Manager shall serve at the pleasure of, and report directly to, the Whittier City Council ("Council"). Manager shall perform all duties and discharge all responsibilities of that position as prescribed by the laws of the State of Alaska and the Whittier Municipal Code, all as may be amended from time to time, and as established by the Council from time to time. Manager shall maintain residency in the City of Whittier during the entire term of this Agreement.
- B. **Confidentiality.** Manager recognizes that he will receive and have access to information of a confidential nature. Manager agrees any confidential information obtained as a result of the City Manager position will be maintained as confidential to the extent authorized by law.

Section 2. Compensation and Benefits of Manager.

- A. **Salary.** Manager shall receive an annualized salary of \$_____ during the term of this Agreement, payable in regular installments at the time other City employees are paid, or as otherwise agreed upon between the parties in writing. All compensation paid to the Manager shall be subject to required employment deductions, taxes and contributions.
- B. **Exempt Status.** Manager acknowledges that the position of Manager is exempt from the overtime requirements of state and federal wage and hour laws and as such, Manager is expected to work the hours necessary to accomplish the goals and requirements of the position.
- C. **Retirement Benefits.** Manager shall be enrolled in the Alaska Public Employees Retirement System (PERS) during the term of this Agreement, so long as the City participates in the System.
- D. **Health and Welfare Benefits.** Manager shall receive group medical and dental insurance coverage as provided to the employees of the City, including coverage for one-half of the

insurance coverage premium for his spouse, as previously agreed, and subject to the requirements of the Plan.

- E. Paid Leave. At the time of appointment and annually thereafter during the term of this Agreement, Manager shall receive an allotment of one hundred sixty (160) hours of accrued paid leave for use for personal absences, vacation, and sick leave, combined. Manager shall not accrue leave as prescribed in WMC 2.70.535 *et seq.* Manager shall keep the Council generally apprised of planned absences. Upon employment separation, including expiration of this Agreement, Manager shall receive payment for all accrued, unused leave, in accordance with City policy and practices, so long as Manager is in compliance with this Agreement. Any payment of accrued unused paid leave shall be subject to all deductions, taxes and contributions required by law.
- F. Travel, Meetings and Professional Development Expenses. Manager shall receive reimbursement from City for reasonable lodging and meal expenses while traveling out-of-town for meetings or professional development in the interests of the City, specifically to include two AML Conferences, and any other events as may be approved by the Council. City shall pay for professional dues for ICMA membership, and other subscriptions or dues for participation in national, regional, state, and local associations and organizations for the Manager's continued professional growth and advancement, as may be approved by the Council.

Section 3. Term and Termination

- A. Term. The term of Manager's employment under this Agreement shall begin on the Effective Date, and unless extended in writing, or sooner terminated as provided herein, for four (4) years from such date. The City and Manager shall advise the other party of their intent to seek negotiation of a renewal or extension of this Agreement, no later than sixty (60) days before the expiration of this Agreement.
- B. Termination. Manager's employment under this Agreement is terminable at will and at any time by City, without any notice of any kind whatsoever, with or without cause, it being expressly and explicitly understood and agreed by Manager that he holds the position of City Manager and serves as City Manager at the will of the Council. Manager acknowledges that any action by the Council in connection with terminating Manager's employment under this Agreement is not subject to any administrative or grievance procedure, and Manager hereby waives the benefit to any right of notice, pre- or post-termination hearing or any other procedure that may now or hereafter apply to any such action by the Council or be available to any other City employees.
- C. Termination for Cause. Manager may be terminated "for cause," including but not necessarily limited to, the City's good faith determination that Manager has: a) engaged in any form of dishonesty, criminal conduct, unethical conduct, or conduct involving moral turpitude connected with, or affecting his employment with the City; b) refused to comply with, or carry out, an appropriate action of the Council approved through a duly authorized vote or resolution; c) engaged in a material breach or his obligations under this Agreement; or d) engaged in any act or omission that constitutes just cause for termination under the laws of the State of Alaska. In the event that the City terminates Manager for cause, Manager shall be paid his monthly salary prorated down to his final work day, and no further compensation.

- D. Resignation. Manager shall provide City with written notice of his resignation no less than thirty (30) days prior to the effective date of his resignation. Manager will remain on site and in service for the notice period. At its option, the City may pay salary in lieu of service through the effective resignation date, by on no account shall Manager receive compensation in lieu of service for a period longer than thirty (30) days regardless of the length of notice provided by the Manager, except for as provided in Section E below. If Manager resigns without providing such notice, then Manager shall forfeit all benefits which Manager otherwise would have been entitled to receive upon resignation or expiration of this Agreement, except for payment of unused accrued leave.
- E. Severance Pay. In the event the City terminates Manager's employment under this Agreement without cause, City shall pay Manager a lump sum severance, equal to four (4) months' salary plus four months' continued healthcare coverage or payment to Manager in lieu thereof, less applicable deductions and withholding. Manager shall be required to execute and not revoke a general waiver and release of employment-related claims as a pre-condition of receiving such severance payment.

Section 4. Other Employment.

It is recognized that Manager must devote a great deal of time outside normal office hours to business of the City. Normal work hours in a regular workweek hereunder shall be construed to mean Monday through Friday, an 8-hour period between 7:00 am and 6:00 pm. Manager shall not undertake employment with any other person, entity or business, without prior approval of the City Council.

Section 5. General Provisions.

Any controversy or claim arising out of or related to this Agreement or the breach thereof shall be governed by the laws of the State of Alaska, and the City of Whittier, Alaska, and the venue for any legal proceedings thereon shall be the Superior Court for the State of Alaska, Third Judicial District.

This Agreement supersedes all prior oral or written agreements, if any, between Manager and City, and constitutes the entire agreement between Manager and City and approved by the Council.

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

CITY OF WHITTIER

CITY MANAGER

Dave Dickason, Mayor

James Hunt, City Manager

ATTEST:

City Clerk

PLACE HOLDER FOR ORIGINAL

Sponsored by: Hunt

**CITY OF WHITTIER, ALASKA
RESOLUTION 044- 2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WHITTIER ALASKA, ADOPTING A 2022 WHITTIER FEE SCHEDULE
FOR ALL CITY DEPARTMENTS, INCLUDING THE HARBOR**

WHEREAS, the City of Whittier is the municipal government for Whittier, Alaska and provides a variety of services for customers utilizing City facilities, including the City-owned harbor and port infrastructure; and

WHEREAS, the City administration annually examines the fee schedule and makes recommendations to the City Council to establish adequate fees to be charged appropriately and fairly; and

WHEREAS, the City Council has reviewed and approved the 2022 Fee Schedule as attached hereto; and

WHEREAS, the 2022 Fee Schedule will be effective beginning January 1, 2022, and the rates contained herein may be billed in advance of January 1 for fees for services received by customers on or after January 1, 2022.

NOW, THEREFORE, BE IT RESOLVED; that the Whittier City Council hereby adopts the attached Exhibit A as the 2022 Fee Schedule.

**PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE
WHITTIER CITY COUNCIL** this 16th day of November 2021.

Dave Dickason
Mayor

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:

Jackie C. Wilde
Acting City Clerk

Council Agenda Statement



Meeting Date: November 16, 2021
To: City Council
From: Jim, Hunt, City Manager
Agenda Item: 2022 Fee Schedule

BACKGROUND. JUSTIFICATION & INTENT:

The City of Whittier maintains a single Fee Schedule that applies to fees for services charged by all City departments. The fee schedule was last approved via Resolution #46-2019 approving the Harbor Fee Schedule – 2020, and via Resolution #04-2019 approving the 2019 Annual Fee Schedule for non-harbor-related fees. For historical comparison, both of those prior authorizing resolutions and support documents are attached.

The proposed 2022 Whittier Fee Schedule for all departments, including the Harbor, is attached in Black with a corresponding REDLINE document which shows every proposed change in red ink.

Harbor fees are proposed to change to include a new penalty for storage on non-leased City property. The fee is \$0.25 per sq/ft per month. This fee does not prevent the City from enforcing compliance with the Municipal Code, but does ensure that if someone is storing items on City property without approval, they can be penalized. A new \$4.95 late fee has been added to recover the City's costs of sending out late notices. This is not the same as late interest, which penalizes a customer for having an overdue balance on their account, based on the length of time their bill is late. The Harbor fee schedule has removed the previous Boat Lift fees and Oil Collection fees, since the lift has been taken out of service and the City is no longer charging an oil collection fee in order to encourage better environmental stewardship by making it free to responsibly dispose of used oil. Harbor electricity fees have been increased but not high enough to fully cover even the City's cost of power. The harbor proposes a new one-time annual trash dump fee of \$275, plus a \$75.00 garbage charge per month for Harbor business/leaseholders effective April 1 through November 1. A footnote has been added to the Harbor Fee Schedule regarding Annual Parking, making clear that special parking arrangements are no longer allowed, and that stall holders, business owners and individuals will pay for each individual parking permit with no additional free parking passes allowed, and each parking space that is used will require a parking permit if not paid at the daily rate.

The non-harbor fee schedule has been updated to add references to the location in Whittier Municipal Code, of certain Public Safety fees. This will eliminate the misperception that because a fee is not on the schedule, the City cannot charge the fee. Instead, we are attempting to make it easier for the public to find reference to applicable fees in the Code.

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	2020 Comprehensive Plan (<i>document source here</i>):			X
2.	Whittier Code: 12.02.250; 12.04.030; 12.04.100; 13.16.010; 16.04.080, etc.	X		

3.	Other (<i>list</i>):			
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FISCAL NOTE:

New Harbor garbage/trash collection fees are annually estimated to generate \$30,000 and new penalties for storage on City property is estimated to generate \$25,000. The increase in annual revenues associated with increased kilowatt hour rates will be dependent on the amount of energy consumption in the Small Boat Harbor and the DeLong Dock, charged to customers. Eliminating free parking spaces for all Harbor businesses could generate up to an additional \$100,000 per year.

ATTORNEY REVIEW: Yes _____ No X Not Applicable _____

RECOMMENDATION: The Administration recommends Council adopt Resolution 044-2021 approving the 2022 Whittier Fee Schedule.



2022 WHITTIER FEE SCHEDULE

ALL DEPARTMENTS

* means any applicable taxes are included



SERVICE	DESCRIPTION	RATE	W/TAX	PER
Bad Check (NSF)		\$ 39.00		Each NSF *
Late Interest	.875% of unpaid balance		0.00875	Per Month *
Late Fee	\$4.95 per month for billing	\$ 4.95		Per Month *
Copies 8.5" x 11"	per page / per side	\$ 0.25		Each Page *
Color Copies 8.5" x 11"	per page / per side	\$ 1.00		Each Page *
Copies 8.5" x 14"	per page / per side	\$ 0.35		Each Page *
Color Copies 11" x 17"	per page / per side	\$ 1.50		Each Page *
CDs	Electronic files provided on CD	\$ 5.00		Each CD *
DVDs	Electronic files provided on DVD	\$ 10.00		Each DVD *
Emailed electronic records	electronic files provided by email	\$ 5.00		Each email *
Fax 1st Page	First page	\$ 1.50		Each *
Fax Each Additional Page	Additional Pages	\$ 0.50		Each Page *
Labor Fee	1 hr Per Staff min.	\$ 75.00	\$ 78.75	Hour
Labor Overtime fee (or after Hours)	2 hr Per Staff min. (if call out)	\$ 112.50	\$ 118.13	Hour
Labor Holiday Pay	2 hr Per Staff min. (if call out)	\$ 150.00	\$ 157.50	Hour
Penalty for storage on City property (non-leased land)	\$0.25 per sq ft per month	\$ 0.25	\$ 0.2625	Per Month *
Platting and recording fees per WMC 16.04.080				
Notary	per document	\$ 10.00		Each Stamp *

HARBOR

SERVICE	DESCRIPTION	RATE	W/TAX	PER
Preferential Moorage	JAN through DEC	\$ 70.49	\$ 74.01	ft./year *
Annual Transient Moorage (For Qualifying Patrons)	JAN through DEC	\$ 70.49	\$ 74.01	ft./year *
Transient Moorage (Summer Rate)	Daily	\$ 1.12	\$ 1.18	ft./day
Transient Moorage (Summer Rate)	Monthly (Eff. Apr 1 - Sept. 30)	\$ 16.07	\$ 16.87	ft./monthly
Transient Moorage (Winter)	Eff Oct 1 - March 31	\$ 47.25	\$ 49.61	ft./season *
Launch Ramp (Rec/Comm Fishing)	Round Trip	\$ 20.00	\$ 20.00	Each *
Launch Ramp (Rec/Comm Fishing)	Annual Launch Permit	\$ 160.00	\$ 160.00	Year *
Launch Ramp Commercial Use	Annual Permit	\$ 500.00	\$ 500.00	Year *
Launch Ramp Freight Landing Fee	Each Use	\$ 125.00	\$ 125.00	Each Time *
Wharfage	Freight (per ton)	\$ 14.29	\$ 15.00	Ton
Wharfage	Raw Fish (per ton)	\$ 19.05	\$ 20.00	Ton
Delong Dock Wharfage - Freight	Freight (Per pounds)	\$ 0.03	\$ 0.04	LBS
Delong Dock Wharfage - Raw Fish	Raw Fish (Per pounds)	\$ 0.040	\$ 0.05	LBS
Hoist	Min. 1 hr	\$ 41.50	\$ 43.58	1 hr
Grid	Per Foot per Tide	\$ 2.42	\$ 2.54	ft./tide
STORAGE / MAINTENACE				
Dry Storage -- Winter, Per Ft/Month	Vessel (Oct 1-April 1)		\$ 4.00	ft./Month *
Dry Storage -- Winter, Per Day	Vessel (Oct 1-April 1)	\$ 6.00	\$ 6.30	Day *
Penalty for storage on City property (non-leased land)	\$0.25 per sq ft per month	\$ 0.25	\$ 0.2625	Per Month *
Boat Maintenance (5 hours)	Vessel	\$ 25.00		5 Hour Max
PARKING (daily rates are midnight-midnight) [Kiosk or MacKay Pay App]				
Single Vehicle Parking (up to 24ft.) No campers	Daily - flat rate per day		\$ 11.00	Day *
Parking (January Through December) Per Car	Annual - Flat rate per year (a)	\$ 250.00	\$ 262.50	Year *
Parking - Truck & Trailer (when available)	Daily - flat rate per day		\$ 22.00	Day *
ELECTRIC USAGE				
KWH - Small Boat Harbor		\$ 0.19	\$ 0.20	Per KWH
Monthly Service Charge - Small Boat Harbor	Only if elec. Used	\$ 13.20	\$ 13.86	Monthly
Unmetered Electric		\$ 12.00	\$ 12.60	Day
KWH - Delong Dock		\$ 0.29	\$ 0.30	Per KWH
Monthly Service Charge - Delong Dock	Only if elec. Used	\$ 36.50	\$ 38.33	Monthly

USED OIL AND WATER COLLECTION FEES

Absorbent Pads	Each	\$ 2.25	\$ 2.36	Each
CAMPING (rates are noon-noon) [Kiosk or MacKay Pay App]				
Tent Site + Vehicle	Primitive w/fire ring		\$ 11.00	Day *
Tent Site + Vehicle (Week)	Primitive w/fire ring		\$ 65.00	Week (7days) *
RV/Trailer/Motorhome	Primitive w/fire ring		\$ 20.00	Day *
RV/Trailer/Motorhome (Week)	Primitive w/fire ring		\$ 120.00	Week (7days) *
MISCELLANEOUS				
Late Interest	.875% of unpaid balance		0.00875	Per Month *
Late Fee	\$4.95 per month for billing	\$ 4.95		Per Month *
Ower/Agent Assist		\$ 75.00	\$ 78.75	Hour
Bilge Pump Out	Min. 1 hour	\$ 75.00	\$ 78.75	Hour
Emergency snow removal	Each occurrence	\$ 250.00	\$ 262.50	Each
Sewer Pump Out		\$ 10.00	\$ 10.50	Each
Bilge Pump Rental	Min. 1 hour	\$ 40.00	\$ 42.00	Hour
Shower		\$ 4.76	\$ 5.00	Time
Annual Trash Dump Fee for each Harbor business/leaseholder on April 1		\$ 275.00		Year
Monthly trash service charge for each Harbor business/leaseholder (b)		\$ 75.00		Per Month
Tow (boat rate)(plus labor charged per hour)	min. 1 hour, Plus labor	\$ 75.00	\$ 78.75	Hour
Harbor Wait List			\$ 50.00	Year *

(a) Effective January 1, 2022, special parking arrangements are no longer allowed. Stall holders, business owners, individuals will pay for each individual parking permit with no additional free parking passes allowed, and each parking space that is used will require a parking permit if not paid at the daily rate..

(b) Effective April 1 through November 1, applies to Harbor businesses, leaseholders, and commercial vessels subject to business license requirements.

PUBLIC WORKS

All Equipment and Vehicles will be billed at current Blue Book Rates.
All Labor will be billed at applicable City rates (see All Departments).

PUBLIC SAFETY

SERVICE	DESCRIPTION	RATE	W/TAX	PER
Requests for Police Records on paper		\$ 20.00	\$ 21.00	Each
Request for accident report on paper		\$ 20.00	\$ 21.00	Each
Civil Paper Service		\$ 50.00	\$ 52.50	Each
Records or reports on CD		\$ 20.00	\$ 21.00	Each
Records or reports on DVD		\$ 25.00	\$ 26.25	Each
Burn Permit - One Time		\$ 25.00	\$ 26.25	Each
Burn Permit - Commercial		\$ 100.00	\$ 105.00	Each
First Aid/CPR Class		\$ 50.00	\$ 52.50	Each
Ambulance fees	See WMC 13.16.010; based on actual costs + O/H			
Towing and storage fees	See WMC 10.24.200			
Civil penalties for parking violations	See WMC 10.24.230			
Fire fees	See WMC 2.27.200; based on actual costs + O/H			
All Equipment and Vehicles will be billed at current Blue Book Rates.				
All Labor will be billed at applicable City rates (see All Departments) plus 15% overhead.				

** Boat must remain on trailer. Work limited



2022 WHITTIER FEE SCHEDULE

ALL DEPARTMENTS



* means any applicable taxes are included

SERVICE	DESCRIPTION	RATE	W/TAX	PER	Prior Fee
Bad Check (NSF)		\$ 39.00		Each NSF *	\$ 30.00
Late Interest	.875% of unpaid balance	0.00875		Per Month *	
Late Fee	\$4.95 per month for billing	\$ 4.95		Per Month *	New
Copies 8.5" x 11"	per page / per side	\$ 0.25		Each Page *	
Color Copies 8.5" x 11"	per page / per side	\$ 1.00		Each Page *	
Copies 8.5" x 14"	per page / per side	\$ 0.35		Each Page *	
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Penalty for storage on City property (non-leased land)	\$0.25 per sq ft per month	\$ 0.25	\$ 0.2625	Per Month *	New
Platting and recording fees per WMC 16.04.080					New
Notary	per document	\$ 10.00		Each Stamp *	

HARBOR

SERVICE	DESCRIPTION	RATE	W/TAX	PER	
Preferential Moorage	JAN through DEC	\$ 70.49	\$ 74.01	ft./year *	\$67.13 w/tax
Annual Transient Moorage (For Qualifying Patrons)	JAN through DEC	\$ 70.49	\$ 74.01	ft./year *	\$67.13 w/tax
Transient Moorage (Summer Rate)	Daily	\$ 1.12	\$ 1.18	ft./day	
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Launch Ramp (Rec/Comm Fishing)	Annual Launch Permit	\$ 160.00	\$ 160.00	Year *	
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Tent Site + Vehicle (Week)	Primitive w/fire ring		\$ 65.00	Week (7days) *
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Harbor Wait List			\$ 50.00	Year *

New

New

New

(a) Effective January 1, 2022, special parking arrangements are no longer allowed. Stall holders, business owners, individuals will pay for each individual parking permit with no additional free parking passes allowed, and each parking space that is used will require a parking permit if not paid at the daily rate..

(b) Effective April 1 through November 1, applies to Harbor businesses, leaseholders, and commercial vessels subject to business license requirements.

PUBLIC WORKS

All Equipment and Vehicles will be billed at current Blue Book Rates.
All Labor will be billed at applicable City rates (see All Departments).

PUBLIC SAFETY

SERVICE	DESCRIPTION	RATE	W/TAX	PER
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Civil Paper Service		\$ 50.00	\$ 52.50	Each
Records or reports on CD		\$ 20.00	\$ 21.00	Each
Records or reports on DVD		\$ 25.00	\$ 26.25	Each
Burn Permit - One Time		\$ 25.00	\$ 26.25	Each
Burn Permit - Commercial		\$ 100.00	\$ 105.00	Each
First Aid/CPR Class		\$ 50.00	\$ 52.50	Each
Ambulance fees	See WMC 13.16.010; based on actual costs + O/H			
Towing and storage fees	See WMC 10.24.200			
Civil penalties for parking violations	See WMC 10.24.230			
Fire fees	See WMC 2.27.200; based on actual costs + O/H			
All Equipment and Vehicles will be billed at current Blue Book Rates.				
All Labor will be billed at applicable City rates (see All Departments) plus 15% overhead.				

New

New

New

New

** Boat must remain on trailer. Work limited

**CITY OF WHITTIER, ALASKA
RESOLUTION #46-2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER ALASKA
ADOPTING A HARBOR FEE SCHEDULE FOR 2020**

WHEREAS, the City of Whittier is the municipal government for Whittier, Alaska and is the owner and operator of City-owned harbor and port infrastructure and annually establishes a Harbor Fee Schedule; and

WHEREAS, the City administration is recommending no changes to the current Harbor fee schedule until such time as a study is conducted to assess the adequacy of current rates and charges relative to other comparable ports in Alaska; and

WHEREAS, the City is advertising for the harbormaster position and when the position is filled, the harbormaster will work with the Port and Harbor Commission to review and recommend rates sufficient to cover the anticipated operating, capital, infrastructure, expansion, depreciation and debt service costs associated with the port and harbor; and

WHEREAS, the City is required to periodically assess the adequacy of rates and charges to ensure that rates are sufficient to meet legally mandated bond coverage requirements.

NOW, THEREFORE, BE IT RESOLVED; that the Whittier City Council adopts the attached Exhibit A as the Fee Schedule for 2020.

**PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE
WHITTIER CITY COUNCIL THIS 23rd DAY OF DECEMBER 2019.**

ATTEST:


Naelene Matsumiya
City Clerk


Dave Dickason
Mayor

Ayes: 4
Nays: 0
Absent: 3
Abstain: 0

Resolution #46-2019

Appendix "A"
CITY OF WHITTIER - HARBOR FEE SCHEDULE - 2020
 (* APPLICABLE TAXES INCLUDED)

SERVICE	DESCRIPTION	RATE	W/TAX	PER
Preferential Moorage	Jan thru Dec		\$ 67.13	ft./year *
Annual Transient Moorage	Jan thru Dec		\$ 67.13	ft./year *
Transient Moorage	Daily	\$ 1.12	\$ 1.18	ft./day
Transient Moorage	Monthly	\$ 21.83	\$ 22.92	ft./monthly
Transient Moorage (Winter)	Sept 16 to Apr 15		\$ 45.00	ft./season *
Boat Lift - Short	1 hr min	\$ 305.49	\$ 320.76	1 hr
Boat Lift - Normal	1 hr min	\$ 274.89	\$ 288.69	1 hr
Boat Lift - Rail Car Lift	1 hr min	\$ 356.49	\$ 374.31	1 hr
Each Additional 1/2 hour		\$ 102.00	\$ 107.10	1/2 hr
Launch Ramp	Round Trip		\$ 20.00	Each *
Launch Ramp (Recreational/Pleasure)	Annual Launch Permit		\$ 160.00	Year *
Launch Ramp (Smitty's Cove Commercial Launch)	Annual Permit		\$ 500.00	Year *
Launch Ramp (Smitty's Cove Freight Handling Fee)	Each Use		\$ 125.00	Each time *
Wharfage	Freight	\$ 14.29	\$ 15.00	Ton
Wharfage	Raw Fish	\$ 19.05	\$ 20.00	Ton
Delong Dock Wharfage - Freight	Freight (per pound)	\$ 0.03	\$ 0.04	LBS
Delong Dock Wharfage - Raw Fish	Raw Fish (per pound)	\$ 0.04	\$ 0.05	LBS
Holst	Min. 1 hr	\$ 41.50	\$ 43.58	1 hr
Grid	Per Foot per Tide	\$ 2.42	\$ 2.54	ft./tide

STORAGE/MAINTENANCE				
Dry Storage - Winter, Per Ft./Month	Vessel (Oct 1-March 31)		\$ 4.00	ft./Month *
Dry Storage - Winter, Per Day	Vessel (Oct 1-March 31)	\$ 6.00	\$ 6.30	Day
Boat Maintenance (Day 1-7)	Vessel (Apr 1-Sept 30)	\$ 10.00	\$ 10.50	Day
Boat Maintenance (Starting day 8)	Vessel (Apr 1-Sept 30)	\$ 20.00	\$ 21.00	Day
Dry Storage - Clean Up Fee	Clean up fee (min. 1 hr)	\$ 75.00	\$ 78.75	per hour

PARKING (daily rates are midnight - midnight)				
Single Vehicle Parking (up to 24 ft.) No campers	Daily - flat rate per day		\$ 11.00	Day *
Parking (January through December) per car	Annual - flat rate per year		\$ 250.00	Year *
Parking - Truck and Trailer (when available)	Daily - flat rate per day		\$ 22.00	Day *
KWH		\$ 0.16	\$ 0.17	Per KWH
Monthly Service Charge	Only if elec. Used	\$ 13.20	\$ 13.86	Monthly
Unmetered Electric		\$ 12.00	\$ 12.60	Day

USED OIL AND WATER COLLECTION FEES				
Absorbent Pads	Each	\$ 2.25	\$ 2.36	Each
Pure Used Oil (no solvents)	Per gallon	\$ 1.60	\$ 1.68	Gallon
Used Oil and Water	Per gallon	\$ 3.50	\$ 3.68	Gallon
Used Glycol	Per gallon	\$ 2.00	\$ 2.10	Gallon
Fuel (Diesel, Jet Fuel, Heating)	Per gallon	\$ 2.50	\$ 2.63	Gallon

CAMPING (rates are noon to noon)				
Tent Site + Vehicle	Primitive w/fire ring		\$ 11.00	Day *
Tent Site + Vehicle (week)	Primitive w/fire ring		\$ 65.00	Week (7 days) *
RV/Trailer/Motorhome	Primitive w/fire ring		\$ 20.00	Day *
RV/Trailer/Motorhome (week)	Primitive w/fire ring		\$ 120.00	Week (7 days) *

MISCELLANEOUS				
Late Fee	0.875% of unpaid balance		0.00875	Per Month *
Owner/Agent Assist		\$ 75.00	\$ 78.75	Hour
Bilge Pump Out	Min. 1 hour	\$ 75.00	\$ 78.75	Hour
Emergency snow removal	Each occurrence	\$ 250.00	\$ 262.50	Each
Sewer Pump Out		\$ 10.00	\$ 10.50	Each
Bilge Pump Rental	Min. 1 hour	\$ 40.00	\$ 42.00	Hour
Shower		\$ 4.76	\$ 5.00	Time
Tow (boat rate) (plus labor charged per hour)	Min. 1 hour, Plus labor	\$ 75.00	\$ 78.75	Hour
Harbor Wait List Fee			\$ 50.00	Year *

RESOLUTION NO. 04-2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER
APPROVING THE 2019 ANNUAL FEE SCHEDULE**

WHEREAS, the City of Whittier provides certain services for customers using City facilities; and

WHEREAS, the City charges certain fees for services; and

WHEREAS, a fee schedule is necessary to ensure fees are being charged appropriately and fairly; and

WHEREAS, City Council has reviewed and approves the attached Exhibit A and B, Annual Fee Schedule for 2019 calendar year; and

WHEREAS, The 2019 Annual Fee Schedule will be effective immediately upon approval and continuing until another fee schedule is approved.

NOW THEREFORE BE IT RESOLVED THAT: The City Council by this resolution hereby adopts the attached Exhibit A and B as the Fee Schedule for 2019.

INTRODUCED by Jim Hunt, City Manager

PASSED AND APPROVED THIS 19th DAY OF JANUARY, 2019.

February



Dan Blair
MAYOR

ATTEST:



Naciene Matsumiya
CITY CLERK

Ayes: 5
Nays: 0
Absent: 2
Abstain: 0

2018 WHITTIER FEE SCHEDULE

Resolution # 04-2019

ALL DEPARTMENTS

* unless any applicable taxes are included

SERVICE	DESCRIPTION	RATE	W/TAX	PER
Bad Check (NSF)		\$ 30.00		Each NSF *
Copies 8.5" x 11"	per page / per side	\$ 0.25		Each Page *
Color Copies 8.5" x 11"	per page / per side	\$ 1.00		Each Page *
Copies 8.5" x 14"	per page / per side	\$ 0.35		Each Page *
Color Copies 11" x 17"	per page / per side	\$ 1.50		Each Page *
CDs	Electronic files provided on CD	\$ 5.00		Each CD *
DVDs	Electronic files provided on DVD	\$ 10.00		Each DVD *
Emailed electronic records	electronic files provided by email	\$ 5.00		Each email *
Fax 1st Page	First page	\$ 1.50		Each *
Fax Each Additional Page	Additional Pages	\$ 0.50		Each Page *
Labor Fee	1 hr Per Staff min.	\$ 75.00	\$ 78.75	Hour
Labor Overtime fee (on after Hours)	2 hr Per Staff min. (if call out)	\$ 112.50	\$ 118.13	Hour
Labor Holiday Pay	2 hr Per Staff min. (if call out)	\$ 150.00	\$ 157.50	Hour
Notary	per document	\$ 10.00		Each Stamp *

HARBOR

SERVICE	DESCRIPTION	RATE	W/TAX	PER
Preferential Moorage	JAN through DEC	\$ 67.13		ft./year *
Annual Transient Moorage	JAN through DEC	\$ 67.13		ft./year *
Transient Moorage	Daily	\$ 1.12	\$ 1.18	ft./day
Transient Moorage	Monthly	\$ 21.83	\$ 22.92	ft./monthly
Transient Moorage (Winter)	SEPT 16 to APR 15	\$ 45.00		ft./season *
Boat Lift - Short	1 hr min	\$ 305.49	\$ 320.76	1 hr
Boat Lift - Normal	1 hr min	\$ 274.89	\$ 288.63	1 hr
Boat Lift - Rail Car Lift	1 hr min	\$ 356.49	\$ 374.31	1 hr
Each Additional 1/2 hour		\$ 102.00	\$ 107.10	1/2 hr
Launch Ramp	Round Trip	\$ 20.00	\$ 20.00	Each *
Launch Ramp (Recreational/Pleasure)	Annual Launch Permit	\$ 160.00	\$ 160.00	Year *
Launch Ramp (Smitty's Cove Commercial Launch)	Annual Permit	\$ 500.00	\$ 500.00	Year *
Launch Ramp (Smitty's Cove Freight Landing Fee)	Each Use	\$ 125.00	\$ 125.00	Each Time *
Wharfage	Freight	\$ 14.29	\$ 15.00	Ton
Wharfage	Raw Fish	\$ 19.05	\$ 20.00	Ton
Delong Dock Wharfage - Freight	Freight (Per pounds)	\$ 0.03	\$ 0.04	LBS
Delong Dock Wharfage - Raw Fish	Raw Fish (Per pounds)	\$ 0.04	\$ 0.05	LBS
Holst	Min. 1 hr	\$ 41.50	\$ 43.58	1 hr
Grid	Per Foot per Tide	\$ 2.42	\$ 2.54	ft./tide
STORAGE / MAINTENANCE				
Dry Storage - Winter, Per Ft/Month	Vessel (Oct 1-March 31)	\$ 4.00		ft./Month *
Dry Storage - Winter, Per Day	Vessel (Oct 1-March 31)	\$ 6.00		Day
Boat Maintenance (Day 1-7)	Vessel (Apr 1-Sept 30)		\$ 10.50	Day
Boat Maintenance (Starting day 8)	Vessel (Apr 1-Sept 30)		\$ 21.00	Day

Dry Storage – Clean Up Fee	Clean up fee (min. 1 hour)	\$ 75.00	\$ 78.75	per hour
PARKING (daily rates are midnight-midnight)				
Single Vehicle Parking (up to 24ft.) No campers	Daily - flat rate per day	\$ 11.00		Day *
Parking (January Through December) Per Car	Annual - Flat rate per year	\$ 250.00		Year *
Parking - Truck & Trailer (when available)	Daily - flat rate per day	\$ 22.00		Day *
KWH		\$ 0.16	\$ 0.17	Per KWH
Monthly Service Charge	Only if elec. Used	\$ 18.20	\$ 13.86	Monthly
Unmetered Electric		\$ 12.00	\$ 12.60	Day
USED OIL AND WATER COLLECTION FEES				
Absorbent Pads	Each	\$ 2.25	\$ 2.96	Each
Pure Used Oil (no solvents)	Per Gallon	\$ 1.60	\$ 1.68	Gallon
Used Oil and Water	Per Gallon	\$ 3.50	\$ 3.68	Gallon
Used Glycol	Per Gallon	\$ 2.00	\$ 2.10	Gallon
Fuel (Diesel, Jet Fuel, Heating)	Per Gallon	\$ 2.50	\$ 2.63	Gallon
CAMPING (rates are noon-noon)				
Tent Site + Vehicle	Primitive w/fire ring	\$ 11.00		Day *
Tent Site + Vehicle (Week)	Primitive w/fire ring	\$ 65.00		Week (7days) *
RV/Trailer/Motorhome	Primitive w/fire ring	\$ 20.00		Day *
RV/Trailer/Motorhome (Week)	Primitive w/fire ring	\$ 120.00		Week (7days) *
MISCELLANEOUS				
Late Fee	.875% of unpaid balance	0.00875		Per Month *
Owner/Agent Assist		\$ 75.00	\$ 78.75	Hour
Bilge Pump Out	Min. 1 hour	\$ 75.00	\$ 78.85	Hour
Emergency snow removal	Each occurrence	\$ 250.00		Each
Sewer Pump Out		\$ 10.00	\$ 10.50	Each
Bilge Pump Rental	Min. 1 hour	\$ 40.00	\$ 42.00	Hour
Shower		\$ 4.76	\$ 5.00	Time
Tow (boat rate)(plus labor charged per hour)	min. 1 hour, Plus labor	\$ 75.00	\$ 78.75	Hour
Harbor Wait List		\$ 50.00		Year *

PUBLIC WORKS

All Equipment and Vehicles will be billed at current Blue Book Rates.
All Labor will be billed at applicable City rates (see All Departments).

PUBLIC SAFETY

SERVICE	DESCRIPTION	RATE	W/TAX	PER
Requests for Police Records on paper		\$ 20.00	\$ 21.00	Each
Request for accident report on paper		\$ 20.00	\$ 21.00	Each
Civil Paper Service		\$ 50.00	\$ 52.50	Each
Records or reports on CD		\$ 20.00	\$ 21.00	Each
Records or reports on DVD		\$ 25.00	\$ 26.25	Each
Burn Permit - One Time		\$ 25.00	\$ 26.25	Each
Burn Permit - Commercial		\$ 100.00	\$ 105.00	Each
First Aid/CPR Class		\$ 50.00	\$ 52.50	Each

All Equipment and Vehicles will be billed at current Blue Book Rates.				
All Labor will be billed at applicable City rates (see All Departments).				



THE CITY OF WHITTIER

Gateway to Western Prince William Sound

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

**WHITTIER CITY COUNCIL
REGULAR MEETING
TUESDAY OCTOBER 19, 2021
7:00 PM
COUNCIL CHAMBERS
PUBLIC SAFETY BUILDING**

MINUTES

1. CALL TO ORDER

Mayor Dave Dickason called the meeting to order at 7:04 p.m.

2. OPENING CEREMONY

Mayor Dave Dickason led the Pledge of Allegiance.

3. SWEAR IN CEREMONY

Victor Shen was sworn into Office for City Council Seat A for a 3 year term, expiring in 2024

Cathy McCord was sworn into Office for City Council Seat D for a 3 year term, expiring in 2024

4. ROLL CALL

A. Council members present and establishing a quorum:

Victor Shen, Cathy McCord, Dan Blair, Peter Denmark, Thomas Wagner, David Pinquoch, and Dave Dickason.

B. Administration Present:

Jackie C. Wilde, Assistant City Manager
Kris Erchinger, Finance Director
Naelene Matsumiya, City Clerk
Scott Korbe, Public Works Director
Dave Borg, Harbormaster
Dyanna Pratt, Executive Administrator
Amy Pantaleon, Office Assistant

Others Present: Clark Brown, Mike Bender, Arnie Arneson, Roselle Medea, Nick Olzenak, Alexandra Matsumiya, Michaelo Medez, Charlene Arneson, and Hope Borg

5. APPROVAL OF THE REGULAR MEETING AGENDA

MOTION: Victor Shen made a motion to add item 7 (a and b) to consent calendar.

SECOND: Tom Wagner

DISCUSSION: None

VOTE: Motion passed unanimously

6. CONSENT CALEDAR

A. September 21, 2021 – Regular Meeting Minutes

B. October 12, 2021 – Special Meeting Minutes

7. MAYOR’S REPORT

A. Mayor Report

Dave Dickason reported on the clinic and the status it remains.

B. Vice Mayor Report

Peter Denmark encouraged the Community to remain COVID conscious as cases continue to rise.

8. MANAGER’S REPORT

A. City Manager and Director Reports- Kris Erchinger

Kris Erchinger gave highlights on the City Manager report such as the following:

City Manager’s reports is found in the packet, City Manager will be in Washington D.C to advocate for Whittier Capital project with members of the Federal Delegation. Metting with representatives from the Army Corps, Forest Service and other agencies involved in projects That we’re working on for the community.

9. COMMISSION/COMMITTEE REPORTS

A. Whittier Community School

Clark Brown gave an update on the school.

School started in person and then had to go to a red status 3 staff member tested positive for Covid, school will resume in person on Tuesday, upcoming parent teachers conference.

Welcoming a new Teacher Mr. Fernando Enan. serving breakfast will change for lunch to take home. Philip cruise donated food for school. Mr. Brown thanked Victor Shen for covering the Class and helping the new teacher for the transition. Upcoming school pictures with no charge. School is working on GoFundMe account for Construction for Climbing wall. Updating school activities.

10. CITIZENS COMMENTS ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

None

11. APPROVAL OF THE CONSENT AGENDA

None

11. PUBLIC HEARINGS (NON-ORDINANCE)

None

12. PRESENTATIONS

None

13. RESOLUTIONS

A. Res. #38-2021 – A Resolution of the Council of the City of Whittier, Alaska, Directing the City Clerk to Destroy the Ballots, Ballot Numbers, Tally Sheets, Certificate of Persons Voting, Return Envelopes, and Nomination Petitions from the October 6, 2020 Regular Municipal Election

MOTION: David Pinquoch made a motion to adopt Res.#38-2021

SECOND: Victor Shen

DISCUSSION: None

14. UNFINISHED BUSINESS

None

15. NEW BUSINESS

A. Appointment of Commission Members

Mayor Dickason Appointed the Following for the Planning and Zoning Commission:

Charlene Arneson for Seat A, for a 3 year term, ending in 2024

Hope Borg for Seat B, for a 3 year term, ending in 2024

Mayor Dickason Appointed the Following for the Port and Harbor Commission:

Nick Olzenak, Seat A, for a 3 year term, ending in 2024

Trey Hill, Seat C, for a 3 year term, ending in 2024

Arnie Arneson, Seat F, for a 3 year term, ending in 2024

16. COUNCIL DISCUSSION

David Pinquoch gave recommendations for the movie night with community. Handed laydown and spoke regarding Passenger Transportation Business Tax Revision (PTBT) gave a proposal.

Peter Denmark shared on behalf of the Prince William Sound Stewardship Foundation the foundation was awarded Voluntary Award of 2021.

Tom Wagner

19. CITIZEN'S DISCUSSION

20. COUNCIL AND ADMINISTRATION'S RESPONSE TO CITIZEN'S COMMENTS

Mayor Dickason presented a plaque for Naelene Matsumiya for her 5 years of Service to the City to bid farewell to her. The Mayor Congratulated Cathy McCord and welcomed her to City Council. The Mayor also took some time to acknowledge Monty Irvin for his work and service as a City Council Member.

21. ADJOURNMENT

Council adjourned the meeting at 8:04 pm

Minutes taken by Naelene Matsumiya- Previous City Clerk

ATTEST:

Jackie C. Wilde
Acting City Clerk

Dave Dickason
Mayor

Memorandum

Meeting Date: November 16, 2021

To: City Council

Through: Jim, Hunt, City Manager

From: Jackie C. Wilde



Agenda Item: Council approval of Town Hall Meeting Schedule

At the November 9, 2021 Special meeting a presentation was given by Huna- Totem Corporation for proposed Economic Development Project. The council directed administration to schedule a series of town hall meetings for the citizens of Whittier.

The schedule is as follows.

**November 23, 2021 5:30- 7:00 pm Council Chambers
Dinner will be provided for everyone in attendance**

**December 7, 2021 5:30 – 7:00 pm BTI Homeowners Lounge
Dinner will be provided for everyone in attendance**

CITY OF WHITTIER
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2021

COMBINED CASH ACCOUNTS

99-000-1000	COMBINED CASH CHECKING	7,947,100.40
99-000-1001	XPRESS DEPOSIT ACCOUNT	10,859.30
99-000-1020	COMBINED INVESTMENTS	2,000,000.00
TOTAL COMBINED CASH		9,957,959.70
99-000-1000	CASH CLEARING - ACCT REC	(433.80)
99-000-1040	CASH CLEARING - PROPERTY TAX	700.00
99-000-1050	CASH CLEARING - UTILITIES	(92.00)
99-000-1100	CASH ALLOCATED TO OTHER FUNDS	(9,957,933.34)
TOTAL UNALLOCATED CASH		.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	1,200,703.04
14	ALLOCATION TO PUBLIC WORKS EQUIP FUND	270,912.44
20	ALLOCATION TO CRUISE SHIP TAX	2,100,891.39
21	ALLOCATION TO COVID-19 GRANT FUND	9,003.37
24	ALLOCATION TO NEW CITY PARK FUND	88,780.45
30	ALLOCATION TO SHOTGUN COVE	(21,100.82)
31	ALLOCATION TO 2019 EARTHQUAKE	(194,836.10)
50	ALLOCATION TO WATER AND WASTEWATER	830,848.81
51	ALLOCATION TO SMALL BOAT HARBOR	1,172,322.13
53	ALLOCATION TO DELONG DOCK	1,000,071.81
80	ALLOCATION TO MOTOR POOL	34,517.00
81	ALLOCATION TO COMPENSATED ABSENCES	112,545.87
72	ALLOCATION TO NOT USED	1,014,900.00
73	ALLOCATION TO HARBOR MRRF	1,480,568.35
75	ALLOCATION TO WATER/WASTEWATER MRRF	750,000.00
TOTAL ALLOCATIONS TO OTHER FUNDS		9,957,933.34
ALLOCATION FROM COMBINED CASH FUND - 99-000-1000		(9,957,933.34)
ZERO PROOF IF ALLOCATIONS BALANCE		.00

CITY OF WHITTIER
BALANCE SHEET
SEPTEMBER 30, 2012

GENERAL FUND

ASSETS

01-000-0100	CASH - COMBINED FUND	1,230,783.04	
01-000-0100	PETTY CASH	250.00	
01-000-0200	ACCOUNTS RECEIVABLE - GENERAL	104,784.83	
01-000-0210	ACCOUNTS REC PROPERTY TAX REAL	282,279.70	
01-000-0212	ACCOUNTS REC PROPERTY TAX PERS	350,839.87	
01-000-0215	UNAPPLIED PAYMENT - PROP TAX	(25,223.03)	
01-000-0220	ACCOUNTS REC - BUSINESS TAX	15,109.37	
01-000-0230	ACCOUNTS RECEIVABLE - LEASES	22,235.05	
01-000-0250	ACCOUNTS REC TUNNEL CONTRACT	3,583.80	
01-000-0299	ALLOWANCE FOR DOUBTFUL ACCOUNTS	(72,248.98)	
01-000-0710	PREPAID WORKER'S COMP.	118,288.07	
01-000-0720	PREPAID INSURANCE	183,884.21	
01-000-0900	SUSPENSE	29,281.87	
TOTAL ASSETS			3,229,805.82

LIABILITIES AND EQUITY

LIABILITIES

01-000-0100	ACCOUNTS PAYABLE	20,859.01	
01-000-0100	ESC TAXES PAYABLE	2,027.30	
01-000-0175	HEALTH & LIFE INSURANCE PAYABL	(18,225.28)	
01-000-0100	PERS PAYABLE	(19.50)	
01-000-0105	DEFERRED COMP PAYABLE	1,000.00	
01-000-0100	AFLAC/GUARDIAN INSURANCE LIAB	(1,174.01)	
01-000-0107	MISCELLANEOUS PR PAYABLE	(2,000.00)	
01-000-0210	UNEARNED REVENUE - PROPERTY TAX	30,347.40	
01-000-0220	UNEARNED REVENUE - OTHER	1,715.98	
01-000-0230	UNEARNED REVENUE - LEASES	12,585.42	
TOTAL LIABILITIES			57,218.24

FUND EQUITY

01-000-3000	FUND BALANCE	2,421,154.28	
01-000-3001	F&B-ASSIGNED OPERATING RESERVE	328,881.98	
01-000-3002	F&B-ASSIGNED PARKS AND REC	43,700.88	
01-000-3003	F&B-ASSIGNED EXXON SETTLEMENT	84,427.57	
REVENUE OVER EXPENDITURES - YTD		(703,525.31)	
BALANCE - CURRENT DATE		2,172,589.38	
TOTAL FUND EQUITY			2,172,589.38
TOTAL LIABILITIES AND EQUITY			3,229,805.82

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 202*

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>						
01-310-4005	FISH TAX	.00	4,882.58	50,000.00	45,117.41	9.0
01-310-4006	MOTOR VEHICLE REGISTRATION	69.92	2,821.80	3,500.00	678.40	80.8
01-310-4007	LIQUOR TAX	.00	.00	5,000.00	5,000.00	.0
01-310-4009	ELEC & TELE CO-OP TAX	.00	3,524.75	3,800.00	75.25	97.9
01-310-4200	SALES TAX	12,828.14	223,070.31	325,000.00	151,929.69	59.5
01-310-4201	PROPERTY TAX - REAL	(189.80)	379,040.79	380,000.00	959.21	99.8
01-310-4202	PROPERTY TAX - PERSONAL	(428.81)	338,554.58	330,000.00	8,554.58	102.8
01-310-4205	BUSINESS TRANSPORTATION TAX	4,527.00	130,214.07	150,000.00	19,785.93	88.8
	TOTAL TAXES	18,828.85	1,082,100.87	1,287,100.00	214,981.33	83.4
<u>LICENSES & PERMITS</u>						
01-320-4250	BUSINESS LICENSES	250.00	3,300.00	4,000.00	700.00	82.5
01-320-4251	USER FEES & PERMITS	250.00	270.00	1,000.00	730.00	27.0
01-320-4212	AMBULANCE FEES	.00	.00	5,000.00	5,000.00	.0
	TOTAL LICENSES & PERMITS	500.00	3,570.00	10,000.00	6,430.00	35.7
<u>INTERGOVERNMENTAL REVENUE</u>						
01-330-4002	STATE REVENUE SHARING	78,281.88	78,281.88	75,000.00	(1,281.88)	101.7
01-330-4003	STATE PAY-IN-LIEU OF TAXES	.00	80,708.30	55,000.00	(5,708.30)	140.4
01-330-4011	EMS SMALL GRANT	.00	.00	2,500.00	2,500.00	.0
01-330-4025	NAT'L FOREST SERVICE RECEIPTS	.00	20,953.45	24,000.00	3,046.55	87.3
	TOTAL INTERGOVERNMENTAL REVENUE	78,281.88	159,943.64	156,500.00	(1,443.64)	100.9
<u>LEASES</u>						
01-345-4513	LEASE CREDITS (CONTRA)	.00	(3,904.00)	.00	3,904.00	.0
01-345-4515	LEASE INCOME - CITY LAND	59,823.88	158,855.32	233,380.00	78,724.68	87.1
01-345-4517	LEASES - ARRC LAND	1,178.49	17,370.71	.00	(17,370.71)	.0
01-345-4520	LEASE INCOME - CONDOMINIUMS	1,114.88	10,033.82	13,380.00	3,346.08	75.0
01-345-4525	LAND USE RENT	105.00	8,545.00	12,000.00	5,455.00	54.5
	TOTAL LEASES	62,222.05	188,700.85	258,760.00	72,059.05	72.2
<u>FINES & CITATIONS</u>						
01-350-4281	PSD FINES & CITATIONS	.00	83.00	1,000.00	917.00	8.3
01-350-4282	PSD PARKING TICKETS CIVIL	.00	514.00	.00	(514.00)	.0
	TOTAL FINES & CITATIONS	.00	597.00	1,000.00	403.00	59.7

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 202*

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-380-4000 MISCELLANEOUS REVENUE	(847.02)	(285.58)	2,500.00	2,785.58	(10.8)
01-380-4004 INTEREST & PENALTIES	.00	1.02	2,000.00	1,998.98	.1
01-380-4070 DONATIONS	.00	10,000.00	.00	(10,000.00)	.0
01-380-4900 INTEREST ON BANK ACCOUNTS	122.27	2,511.00	50,000.00	47,488.90	5.0
01-380-4902 INTEREST ON ESCROW ACCOUNTS	.00	.00	15,000.00	15,000.00	.0
01-380-4914 TRANSFIELD - TUNNEL CONTRAC	3,583.00	34,970.98	77,025.00	42,054.02	44.9
01-380-4915 GIRDWOOD-POLICE CONTRACT	58,250.00	582,500.00	894,303.00	151,803.00	82.2
TOTAL MISCELLANEOUS	59,300.25	609,716.22	831,700.00	221,906.70	73.3
<u>TRANSFERS & OTHER</u>					
01-390-4990 TRANSFER IN FROM CVP FUND	.00	215,043.00	215,043.00	.00	100.0
01-390-4994 TRANSFER IN FROM HARBOR	.00	74,508.90	158,000.00	83,491.10	47.8
01-390-4995 TRANSFER IN FROM WWS	.00	4,552.48	39,040.00	34,487.52	11.7
01-390-4998 TRANSFER IN FROM DELONG DOCK	.00	.00	30,400.00	30,400.00	.0
TOTAL TRANSFERS & OTHER	.00	294,102.38	442,483.00	154,300.62	65.8
TOTAL FUND REVENUE	214,944.84	2,204,740.84	3,000,559.00	889,816.18	77.7

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 202*

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMIN</u>					
0*-400-8000 SALARIES & WAGES	27,501.10	239,901.14	333,748.00	93,846.86	71.9
0*-400-8030 FICA TAXES	394.24	4,153.19	5,078.00	934.81	81.8
0*-400-8040 WORKER'S COMP.	.00	.00	8,000.00	8,000.00	.0
0*-400-8050 ESC TAXES	94.37	2,357.29	3,502.00	1,144.71	87.3
0*-400-8080 HEALTH & LIFE INSURANCE	953.77	48,972.84	88,249.00	19,276.16	70.9
0*-400-8070 PERS RETIREMENT	4,308.59	43,458.70	81,858.00	18,197.30	70.5
0*-400-8205 ADVERTISING	.00	1,000.00	5,000.00	4,000.00	20.0
0*-400-8210 B.T.I. CONDO FEES	.00	.00	2,500.00	2,500.00	.0
0*-400-8220 BANK SERVICES CHARGES	1,079.29	5,848.01	10,000.00	4,351.99	58.5
0*-400-8240 COMMUNITY SUPPORT-DONATIONS	.00	198.25	.00	198.25	.0
0*-400-8290 DUES & SUBSCRIPTIONS	226.00	2,270.72	5,000.00	2,729.28	45.4
0*-400-8410 INSURANCE - LIABILITY	.00	8,280.80	9,000.00	719.20	91.8
0*-400-8440 INSURANCE - PROPERTY	.00	150.00	.00	150.00	.0
0*-400-8540 LICENSES & PERMITS	.00	115.00	.00	115.00	.0
0*-400-8541 PENALTIES & FEES	.00	.00	1,000.00	1,000.00	.0
0*-400-8585 OUTSIDE CONTRACTORS	98.00	8,432.72	18,120.00	9,687.28	39.9
0*-400-8570 PHYSICAL EXAMS & BACKGROUND CK	.00	.00	400.00	400.00	.0
0*-400-8580 POSTAGE	.00	2,288.80	2,500.00	211.20	90.8
0*-400-8810 PROF. FEES - ACCOUNTING	2,100.00	18,950.00	22,000.00	5,050.00	77.1
0*-400-8820 PROF. FEES - APPRAISAL	.00	4,000.00	12,000.00	8,000.00	33.3
0*-400-8825 PROF. FEES - FINANCIAL SOFTWARE	1,888.00	18,880.00	25,000.00	6,340.00	88.8
0*-400-8835 PROF. FEES - COMPUTER SUPPORT	.00	.00	20,000.00	20,000.00	.0
0*-400-8838 PROF FEES - WEB SITE SUPPORT	.00	2,000.00	4,200.00	2,170.00	48.3
0*-400-8850 PROF. FEES - LEGAL	5,135.00	52,455.44	80,000.00	27,544.56	87.4
0*-400-8870 REIMBURSEMENT	.00	335.13	.00	335.13	.0
0*-400-8700 PUBLICATIONS & SUBSCRIPTIONS	.00	874.00	800.00	128.00	84.3
0*-400-8770 TRAVEL, TRAINING & DEV.	799.70	1,391.47	12,000.00	10,608.53	11.8
0*-400-7315 EQUIPMENT MAINT. AGREEMENTS	.00	.00	2,000.00	2,000.00	.0
0*-400-7450 REPAIRS-OFFICE EQUIPMENT	.00	200.00	1,000.00	800.00	20.0
0*-400-8550 SUPPLIES - OFFICE	.00	1,477.49	5,000.00	3,522.51	29.8
0*-400-8750 SUPPLIES - PRINTING	.00	.00	300.00	300.00	.0
0*-400-8000 UTILITIES - INTERNET	1,304.34	11,741.88	13,000.00	1,258.12	90.3
0*-400-8070 UTILITIES - TELEPHONE	1,299.29	8,119.22	9,500.00	1,380.78	85.5
0*-400-9100 MISCELLANEOUS EXPENSES	.00	12,517.17	2,000.00	14,517.17	(825.9)
0*-400-9530 CAPITAL OUTLAY-COMPUTER EQUIP	.00	5,894.80	5,000.00	894.80	113.9
TOTAL ADMIN	48,954.77	472,397.52	721,551.00	249,153.48	85.5

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 202*

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COUNCIL</u>					
01-401-8340 CITY COUNCIL-COMMUNITY SUPPORT	.00	3,030.50	4,000.00	979.50	75.5
01-401-8380 DUES & SUBSCRIPTIONS	.00	1,448.00	800.00	(848.00)	241.0
01-401-8325 FIREWORKS	.00	5,000.00	.00	(5,000.00)	.0
01-401-8800 PROF. FEES - AUDIT	.00	41,017.84	30,000.00	(3,017.84)	107.9
01-401-8850 PROF. FEES - LEGAL	.00	3,999.00	.00	(3,999.00)	.0
01-401-8770 TRAVEL, TRAINING & DEV.	.00	98.38	3,000.00	2,901.62	3.3
01-401-8900 COUNCIL CHAMBER IMPROV	.00	.00	1,500.00	1,500.00	.0
01-401-8550 SUPPLIES - OFFICE	98.44	98.44	800.00	701.56	12.3
01-401-9070 UTILITIES - TELEPHONE	.00	489.97	.00	(489.97)	.0
01-401-9500 LOBBYIST FEES	18,000.00	104,000.00	120,000.00	16,000.00	88.7
TOTAL COUNCIL	18,098.44	158,146.83	187,900.00	8,750.17	94.8
<u>ELECTIONS</u>					
01-401-8100 VOLUNTEER SUPPORT	.00	.00	1,200.00	1,200.00	.0
01-401-8305 ADVERTISING	.00	.00	800.00	800.00	.0
01-401-8150 SUPPLIES - CONSUMABLE	.00	523.00	.00	(523.00)	.0
TOTAL ELECTIONS	.00	523.00	1,000.00	1,577.00	29.1

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 202*

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
01-510-8000 SALARIES & WAGES	54,880.44	488,073.09	890,413.00	214,339.91	89.5
01-510-8030 FICA TAXES	813.05	10,730.57	10,459.00	(279.57)	102.7
01-510-8040 WORKER'S COMP.	.00	.00	25,714.00	25,714.00	.0
01-510-8050 ESC TAXES	128.31	4,850.47	8,915.00	2,266.53	87.4
01-510-8080 HEALTH & LIFE INSURANCE	7,400.85	89,312.34	108,024.00	28,711.66	85.4
01-510-8070 PERS RETIREMENT	8,754.79	77,013.89	115,390.00	38,376.11	88.7
01-510-809* UNIFORM ALLOWANCE	180.00	1,040.00	2,500.00	1,460.00	41.6
01-510-8100 VOLUNTEER SUPPORT	.00	.00	1,500.00	1,500.00	.0
01-510-8205 ADVERTISING	.00	275.00	250.00	(25.00)	110.0
01-510-8210 B.T.I. CONDO FEES	387.00	387.00	2,000.00	1,613.00	19.4
01-510-8290 DUES & SUBSCRIPTIONS	.00	130.00	500.00	370.00	28.0
01-510-8410 INSURANCE - LIABILITY	.00	10,989.24	17,500.00	6,510.76	82.7
01-510-8420 INSURANCE - AUTO	.00	4,918.88	9,000.00	4,081.12	54.7
01-510-8440 INSURANCE - PROPERTY	.00	(301.25)	1,200.00	1,501.25	(25.1)
01-510-8540 LICENSES & PERMITS	.00	.00	2,000.00	2,000.00	.0
01-510-8585 OUTSIDE CONTRACTORS	.00	45,135.52	35,800.00	(9,335.52)	128.8
01-510-8570 PHYSICAL EXAMS	.00	343.00	2,000.00	1,657.00	17.2
01-510-8500 POSTAGE	.00	5.28	200.00	194.72	2.8
01-510-8535 PROF. FEES - COMPUTER SUPPORT	.00	.00	800.00	800.00	.0
01-510-8700 PUBLICATIONS & SUBSCRIPTIONS	.00	14.99	500.00	485.01	3.0
01-510-8735 EQUIPMENT PURCHASE	.00	2,848.50	8,000.00	5,151.50	35.8
01-510-8740 SMALL TOOLS	.00	2,594.71	.00	(2,594.71)	.0
01-510-8770 TRAVEL, TRAINING & DEV.	.00	1,342.00	5,000.00	3,658.00	28.8
01-510-7100 BUILDING MAINT.	.00	113.50	1,500.00	1,386.50	7.8
01-510-7150 REPAIRS - COMMUNICATION EQUIPM	.00	.00	2,000.00	2,000.00	.0
01-510-7200 REPAIRS-COMPUTER SYSTEM	.00	.00	1,000.00	1,000.00	.0
01-510-7350 REPAIRS - EQUIPMENT	.00	1,388.98	8,000.00	6,611.02	17.1
01-510-7400 REPAIRS - VEHICLES	205.80	228.21	5,000.00	4,771.79	4.5
01-510-7750 GAS & OIL - VEHICLES	1,259.00	10,518.15	25,000.00	14,481.85	42.1
01-510-8020 SUPPLIES - AMMUNITION	.00	2,125.00	5,000.00	2,875.00	42.5
01-510-8100 SUPPLIES - COMPUTERS	.00	.00	1,500.00	1,500.00	.0
01-510-8150 SUPPLIES - CONSUMABLE	.00	2,087.50	4,000.00	1,912.50	52.2
01-510-8200 SUPPLIES - COPIER	.00	.00	1,200.00	1,200.00	.0
01-510-8550 SUPPLIES - OFFICE	.00	427.35	2,000.00	1,572.65	21.4
01-510-8950 SUPPLIES - UNIFORMS	.00	3,073.84	8,000.00	2,926.16	51.2
01-510-9000 UTILITIES - INTERNET	1,171.02	12,074.83	15,000.00	2,925.17	80.5
01-510-9010 UTILITIES - ELECTRICITY	.00	40.45	.00	(40.45)	.0
01-510-9070 UTILITIES - TELEPHONE	472.07	8,810.10	.00	(8,810.10)	.0
01-510-9200 GRANT EXPENDITURES	.00	.00	8,000.00	8,000.00	.0
TOTAL PUBLIC SAFETY	75,448.13	738,343.04	1,118,873.00	382,329.98	85.8

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 202*

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE</u>					
01-520-8000 SALARIES & WAGES	1,107.88	10,301.42	14,400.00	4,098.58	71.5
01-520-8030 FICA TAXES	16.08	152.57	1,102.00	949.43	13.8
01-520-8040 WORKERS COMP	.00	.00	583.00	583.00	.0
01-520-8050 ESC TAXES	.00	81.18	144.00	82.82	42.5
01-520-8100 VOLUNTEER SUPPORT	.00	.00	12,000.00	12,000.00	.0
01-520-8410 INSURANCE - LIABILITY	.00	558.07	1,000.00	441.93	55.8
01-520-8420 INSURANCE - AUTO	.00	3,220.53	4,500.00	1,279.47	71.8
01-520-8570 PHYSICAL EXAMS	.00	25.00	.00	25.00	.0
01-520-8735 EQUIPMENT PURCHASE	.00	.00	5,000.00	5,000.00	.0
01-520-8750 TESTING	.00	.00	1,000.00	1,000.00	.0
01-520-8770 TRAVEL, TRAINING & DEV.	.00	.00	500.00	500.00	.0
01-520-7350 REPAIRS - EQUIPMENT	.00	149.00	2,000.00	1,851.00	7.5
01-520-7400 REPAIRS - VEHICLES	.00	.00	1,500.00	1,500.00	.0
01-520-7750 GAS & OIL - VEHICLES	.00	218.72	1,000.00	781.28	21.9
01-520-8550 SUPPLIES - OFFICE	.00	.00	150.00	150.00	.0
01-520-8850 SUPPLIES - UNIFORMS	.00	.00	750.00	750.00	.0
TOTAL FIRE	1,123.74	14,898.49	45,809.00	30,922.51	32.2

EMS

01-530-8000 SALARIES & WAGES	11,338.58	79,828.50	131,898.00	51,069.50	80.8
01-530-8030 FICA TAXES	452.89	2,288.88	8,441.00	4,152.12	35.2
01-530-8040 WORKER'S COMP.	.00	.00	8,738.00	8,738.00	.0
01-530-8050 ESC TAXES	78.24	987.77	1,399.00	411.23	71.3
01-530-8080 HEALTH & LIFE INSURANCE	1,338.70	7,120.48	18,358.00	9,237.52	43.5
01-530-8070 PERS RETIREMENT	1,087.78	10,274.31	15,125.00	4,850.69	87.9
01-530-8091 UNIFORM ALLOWANCE	40.00	320.00	800.00	480.00	53.3
01-530-8100 EMS VOLUNTEER SUPPORT	.00	800.00	20,000.00	19,200.00	4.0
01-530-8410 INSURANCE - LIABILITY	.00	2,738.52	10,000.00	7,261.48	27.4
01-530-8420 INSURANCE - AUTO	1,345.17	3,077.54	3,500.00	422.46	87.9
01-530-8570 PHYSICAL EXAMS	.00	351.00	.00	351.00	.0
01-530-8735 EQUIPMENT PURCHASE	.00	280.87	1,000.00	719.13	28.1
01-530-8750 TESTING	.00	.00	250.00	250.00	.0
01-530-8781 TRAINING - EMS SUPERVISC MD	1,000.00	9,000.00	8,000.00	1,000.00	112.5
01-530-8770 TRAVEL, TRAINING & DEV.	.00	.00	2,000.00	2,000.00	.0
01-530-7350 REPAIRS - EQUIPMENT	.00	891.48	.00	891.48	.0
01-530-7400 REPAIRS - VEHICLES	485.75	485.75	1,500.00	1,014.25	33.1
01-530-7750 GAS & OIL - VEHICLES	.00	248.30	2,500.00	2,251.70	9.9
01-530-8150 SUPPLIES - CONSUMABLE	294.47	294.47	3,500.00	3,205.53	8.4
01-530-8550 SUPPLIES - OFFICE	.00	.00	250.00	250.00	.0
01-530-8850 SUPPLIES AND DRUGS BILLABLE	.00	.00	2,500.00	2,500.00	.0
01-530-8850 SUPPLIES - UNIFORMS	.00	.00	2,000.00	2,000.00	.0
01-530-9000 UTILITIES - INTERNET	504.42	4,909.03	5,000.00	90.97	98.2
01-530-9070 UTILITIES - TELEPHONE	50.48	483.38	500.00	16.62	98.7
TOTAL EMS	18,034.28	124,185.84	242,857.00	118,871.18	51.1

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 202*

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CLINIC</u>					
01-535-4210 B.T.I. CONDO FEE	.00	2,936.00	4,500.00	1,564.00	85.2
01-535-4440 INSURANCE - PROPERTY	.00	.00	1,200.00	1,200.00	.0
TOTAL CLINIC	.00	2,936.00	5,700.00	2,764.00	51.5
<u>PUBLIC WORKS</u>					
01-800-8000 SALARIES & WAGES	15,180.00	153,171.20	264,710.00	111,538.80	57.9
01-800-8030 FICA TAXES	219.82	2,270.23	5,447.00	3,176.77	41.7
01-800-8040 WORKER'S COMP.	.00	.00	9,882.00	9,882.00	.0
01-800-8050 ESC TAXES	41.12	1,853.09	1,435.00	418.09	128.1
01-800-8080 HEALTH & LIFE INSURANCE	4,078.70	33,640.40	53,182.00	19,541.60	83.3
01-800-8070 PERS RETIREMENT	3,319.85	33,647.09	52,978.00	19,330.91	83.5
01-800-8410 INSURANCE - LIABILITY	.00	4,885.57	7,750.00	3,064.43	80.2
01-800-8420 INSURANCE - AUTO	.00	2,551.87	4,800.00	2,248.13	53.2
01-800-8430 INSURANCE EQUIPMENT	.00	1,628.58	5,000.00	3,371.42	32.5
01-800-8440 INSURANCE - PROPERTY	.00	189.53	1,000.00	810.47	19.0
01-800-8540 LICENSES & FEES	.00	.00	250.00	250.00	.0
01-800-8585 OUTSIDE CONTRACTORS	.00	827.79	8,000.00	7,172.21	7.9
01-800-8570 PHYSICAL EXAMS	.00	158.00	750.00	592.00	20.8
01-800-8635 PROF. FEES - COMPUTER SUPPORT	.00	.00	2,000.00	2,000.00	.0
01-800-8740 SMALL TOOLS	.00	1,171.08	3,000.00	1,828.92	39.0
01-800-8770 TRAVEL, TRAINING & DEV.	.00	.00	2,000.00	2,000.00	.0
01-800-7100 REPAIRS	.00	.00	5,000.00	5,000.00	.0
01-800-7210 REPAIRS - ROADS	.00	858.80	7,000.00	6,141.20	12.3
01-800-7350 REPAIR & MAINTENANCE	3,214.84	3,438.44	15,000.00	11,561.56	22.9
01-800-7750 GAS & OIL - VEHICLES	91.05	8,492.08	15,000.00	6,507.92	58.8
01-800-8150 SUPPLIES - CONSUMABLE	.00	98.25	1,000.00	901.75	9.8
01-800-8550 SUPPLIES - OFFICE	.00	90.40	500.00	409.60	18.1
01-800-8950 SUPPLIES - UNIFORMS	.00	.00	750.00	750.00	.0
01-800-8970 SUPPLIES - SAFETY	.00	337.82	5,000.00	4,662.18	8.8
01-800-8995 SUPPLIES & MATERIALS	.00	1,358.37	15,000.00	13,641.63	9.1
01-800-9000 UTILITIES - INTERNET	77.08	7,375.92	7,500.00	124.08	98.4
01-800-9010 UTILITIES - ELECTRICITY	1,087.88	9,858.88	12,000.00	2,141.12	80.5
01-800-9070 UTILITIES - TELEPHONE	120.91	1,549.38	1,500.00	49.38	103.3
01-800-9095 UTILITIES - WATER/SEWER	.00	.00	10,000.00	10,000.00	.0
01-800-9520 CAPITAL OUTLAY - EQUIPMENT	.00	.00	20,000.00	20,000.00	.0
01-800-9900 INTERDEPARTMENT SUPPORT	(2,918.89)	(28,248.94)	(35,000.00)	(6,751.06)	(75.0)
TOTAL PUBLIC WORKS	25,228.51	241,321.11	502,194.00	280,872.89	48.1

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 202*

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROPERTY & FACILITIES</u>					
01-700-8210 B.T.I. CONDO FEES	914.88	8,223.92	10,979.00	2,745.08	75.0
01-700-8410 INSURANCE - LIABILITY	.00	1,378.84	.00	1,378.84	.0
01-700-8440 INSURANCE - PROPERTY	.00	10,513.19	28,000.00	15,486.81	40.4
01-700-8585 PROP & FAC-CONTRACTED SERVICES	555.00	12,148.98	10,000.00	2,148.98	121.5
01-700-7100 REPAIRS - BUILDINGS	.00	.00	5,000.00	5,000.00	.0
01-700-7350 REPAIRS - EQUIPMENT	.00	4,245.00	.00	4,245.00	.0
01-700-8150 SUPPLIES - CONSUMABLE	.00	22.38	.00	22.38	.0
01-700-8550 JANITORIAL SUPPLIES	98.45	98.45	500.00	401.55	19.7
01-700-8870 SUPPLIES - SAFETY	.00	.00	500.00	500.00	.0
01-700-9010 UTILITIES - ELECTRICITY	2,852.14	24,823.95	31,281.00	6,457.05	79.4
01-700-9040 UTILITIES - HEATING FUEL	1,237.02	15,438.43	25,000.00	9,561.57	61.8
01-700-9050 UTILITIES - SOLID WASTE	87.79	810.11	2,000.00	1,189.89	30.5
01-700-9095 UTILITIES - WATER/SEWER	112.21	988.90	2,000.00	1,011.10	48.5
TOTAL PROPERTY & FACILITIES	5,837.49	78,488.98	113,240.00	34,751.04	69.3
<u>PARKS AND RECREATION</u>					
01-800-8000 SALARIES AND WAGES	.00	.00	8,198.00	8,198.00	.0
01-800-8030 FICA TAXES	.00	.00	474.00	474.00	.0
01-800-8040 WORKER'S COMP	.00	.00	249.00	249.00	.0
01-800-8050 ESC TAX	.00	.00	82.00	82.00	.0
01-800-8585 OUTSIDE CONTRACTORS	487.14	2,978.88	.00	2,978.88	.0
01-800-7340 PROFESSIONAL SERVICES	.00	.00	3,000.00	3,000.00	.0
01-800-7350 REPAIRS EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
01-800-8850 SUPPLIES AND MATERIALS	277.50	1,788.93	8,000.00	4,211.07	29.5
TOTAL PARKS AND RECREATION	774.64	4,746.79	18,900.00	12,237.21	27.9
<u>TRANSFERS TO OTHER FUNDS</u>					
01-990-9990 TRANSFER OUT	.00	23,341.00	23,341.00	.00	100.0
01-990-9991 TRANSFER TO F 14 EQUIP REP PW	.00	185,285.57	185,285.57	.00	100.0
01-990-9992 CAPITAL EQUIPMENT SET ASIDE	.00	1,014,988.00	1,014,988.00	.00	100.0
TOTAL TRANSFERS TO OTHER FUNDS	.00	1,203,498.57	1,203,498.57	.00	100.0
TOTAL FUND EXPENDITURES	189,307.99	3,038,288.15	4,140,000.57	1,101,712.42	73.4
NET REVENUE OVER EXPENDITURES	25,838.88	(703,525.31)	(1,138,444.57)	(432,919.28)	(81.9)

CITY OF WHITTIER
BALANCE SHEET
SEPTEMBER 30, 2024

PUBLIC WORKS EQUIP FUND

ASSETS

*4-000-01-00	CASH - COMBINED FUND	270,912.44	
	TOTAL ASSETS		270,912.44

LIABILITIES AND EQUITY

FUND EQUITY

*4-000-0000	FUND BALANCE	105,858.87	
	REVENUE OVER EXPENDITURES - YTD	165,053.57	
	BALANCE - CURRENT DATE	270,912.44	
	TOTAL FUND EQUITY		270,912.44
	TOTAL LIABILITIES AND EQUITY		270,912.44

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

PUBLIC WORKS EQUIP FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TRANSFERS FROM OTHER FUNDS</u>					
*4-390-4990 TRANSFER FROM GENERAL FUND	.00	*85,265.57	*40,265.57	(25,000.00)	**7.8
TOTAL TRANSFERS FROM OTHER FUNDS	.00	*85,265.57	*40,265.57	(25,000.00)	**7.8
TOTAL FUND REVENUE	.00	*85,265.57	*40,265.57	(25,000.00)	**7.8
NET REVENUE OVER EXPENDITURES	.00	*85,265.57	*40,265.57	(25,000.00)	**7.8

CITY OF WHITTIER
BALANCE SHEET
SEPTEMBER 30, 2024

CRUISE SHIP TAX

ASSETS

20-000-41-000	CASH - COMBINED FUND	2,109,891.39	
	TOTAL ASSETS		2,109,891.39

LIABILITIES AND EQUITY

FUND EQUITY

20-000-30000	UNDESIGNATED-FUND BALANCE	1,542,720.55	
	REVENUE OVER EXPENDITURES - YTD	666,962.84	
	BALANCE - CURRENT DATE	2,109,683.39	
	TOTAL FUND EQUITY		2,109,683.39
	TOTAL LIABILITIES AND EQUITY		2,109,683.39

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

CRUISE SHIP TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES - REVENUE</u>					
20-310-4000 CRUISE SHIP TAX	.00	\$,138,552.25	.00	(\$,138,552.25)	.0
20-310-4009 CPV - COMD MITIGATION	.00	\$13,482.75	.00	(\$13,482.75)	.0
TOTAL TAXES - REVENUE	.00	\$,250,015.00	.00	(\$,250,015.00)	.0
TOTAL FUND REVENUE	.00	\$,250,015.00	.00	(\$,250,015.00)	.0

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

CRUISE SHIP TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DONATIONS - SUPPORT</u>					
20-400-8340 MUSEUM SUPPORT - DONATIONS	.00	*5,000.00	*5,000.00	.00	*100.0
20-400-8520 CAPITAL EQUIPMENT	.00	289,234.18	.00	(289,234.18)	.0
TOTAL DONATIONS - SUPPORT	.00	314,234.18	*5,000.00	(289,234.18)	2094.9
<u>TRANSFERS OUT</u>					
20-990-9990 TRANSFER TO OTHER FUNDS	.00	215,043.00	214,834.00	(409.00)	*100.2
20-990-9992 TRANSFER TO HARBOR FUND #5*	.00	*53,775.00	*53,775.00	.00	*100.0
TOTAL TRANSFERS OUT	.00	368,818.00	368,409.00	(409.00)	*100.1
TOTAL FUND EXPENDITURES	.00	683,052.18	383,409.00	(299,643.18)	*78.2
NET REVENUE OVER EXPENDITURES	.00	588,982.84	(383,409.00)	(960,371.84)	*147.9

CITY OF WHITTIER
BALANCE SHEET
SEPTEMBER 30, 2021

COVID-19 GRANT FUND

ASSETS

21-000-0100	CASH - COMBINED FUND	9,803.37	
21-000-0200	ACCOUNTS RECEIVABLE	39,851.55	
	TOTAL ASSETS		49,654.92

LIABILITIES AND EQUITY

FUND EQUITY

	REVENUE OVER EXPENDITURES - YTD	49,654.92	
	BALANCE - CURRENT DATE	49,654.92	
	TOTAL FUND EQUITY		49,654.92
	TOTAL LIABILITIES AND EQUITY		49,654.92

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

COVID-19 GRANT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CARES ACT GRANT REVENUE</u>					
21-330-4010 GRANT REVENUES - STATE	.00	49,854.92	.00	(49,854.92)	.0
TOTAL CARES ACT GRANT REVENUE	.00	49,854.92	.00	(49,854.92)	.0
TOTAL FUND REVENUE	.00	49,854.92	.00	(49,854.92)	.0
NET REVENUE OVER EXPENDITURES	.00	49,854.92	.00	(49,854.92)	.0

CITY OF WHITTIER
BALANCE SHEET
SEPTEMBER 30, 2024

NEW CITY PARK FUND

ASSETS

24-0000-0100	CASH - COMBINED FUND		00,780.45	
	TOTAL ASSETS			00,780.45

LIABILITIES AND EQUITY

FUND EQUITY

24-0000-0000	FUND BALANCE		01,750.70	
	REVENUE OVER EXPENDITURES - YTD	(2,960.25)		
	BALANCE - CURRENT DATE		00,780.45	
	TOTAL FUND EQUITY			00,780.45
	TOTAL LIABILITIES AND EQUITY			00,780.45

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

NEW CITY PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GRANT EXPENDITURES</u>					
24-9999-0000 CITY-FUNDED PARK EXPENDITURES	.00	2,999,265	.00	(2,999,265)	.0
TOTAL GRANT EXPENDITURES	.00	2,999,265	.00	(2,999,265)	.0
TOTAL FUND EXPENDITURES	.00	2,999,265	.00	(2,999,265)	.0
NET REVENUE OVER EXPENDITURES	.00	(2,999,265)	.00	2,999,265	.0

CITY OF WHITTIER
BALANCE SHEET
SEPTEMBER 30, 2024

SHOTGUN COVE

ASSETS

30-000-0100	CASH - COMBINED FUND	(2,400.00)	
30-000-205	GRANT RECEIVABLE	27,517.50	
	TOTAL ASSETS		8,037.50

LIABILITIES AND EQUITY

LIABILITIES

30-000-2000	ACCOUNTS PAYABLE	8,037.50	
	TOTAL LIABILITIES		8,037.50
	TOTAL LIABILITIES AND EQUITY		8,037.50

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

SHOTGUN COVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FEDERAL GRANT REVENUE WFL</u>					
30-360-4083 WFL DLG GRANT DTFH70H03A170077	5,443.88	42,781.95	.00	(42,781.95)	.0
30-360-4084 WFL FLAP REVENUE	21,774.88	171,047.83	.00	(171,047.83)	.0
TOTAL FEDERAL GRANT REVENUE WFL	27,218.76	213,829.78	.00	(213,829.78)	.0
TOTAL FUND REVENUE	27,218.76	213,829.78	.00	(213,829.78)	.0

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

SHOTGUN COVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>FEDERAL GRANT EXPENDITURES WFL</u>					
30-850-0543	WFL DLG GRANT DTFH70-H0A*70077	1,207.50	42,781.95	.00	(42,781.95)	.0
30-850-0544	FLAP * SCR DESIGN	4,830.00	171,047.83	.00	(171,047.83)	.0
	TOTAL FEDERAL GRANT EXPENDITURES W	6,037.50	213,809.78	.00	(213,809.78)	.0
	TOTAL FUND EXPENDITURES	6,037.50	213,809.78	.00	(213,809.78)	.0
	NET REVENUE OVER EXPENDITURES	21,100.82	.00	.00	.00	.0

CITY OF WHITTIER
BALANCE SHEET
SEPTEMBER 30, 2024

2019 EARTHQUAKE

ASSETS

31-000-0100	CASH - COMBINED FUND	(94,838.10	
31-000-205	GRANT RECEIVABLE		70,090.00	
	TOTAL ASSETS			(16,548.10)

LIABILITIES AND EQUITY

LIABILITIES

31-000-2002	AP OTHER NOT THRU JOURNAL		487.00	
	TOTAL LIABILITIES			487.00

FUND EQUITY

	REVENUE OVER EXPENDITURES - YTD	(17,013.90	
	BALANCE - CURRENT DATE	(17,013.90	
	TOTAL FUND EQUITY			(17,013.90)
	TOTAL LIABILITIES AND EQUITY			(16,548.10)

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

2019 EARTHQUAKE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>STATE GRANT REVENUE</u>					
31-320-4275 INSURANCE SETTLEMENT	.00	4,723.15	.00	(4,723.15)	.0
TOTAL STATE GRANT REVENUE	.00	4,723.15	.00	(4,723.15)	.0
TOTAL FUND REVENUE	.00	4,723.15	.00	(4,723.15)	.0

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

2024 EARTHQUAKE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STATE GRANT EXPENDITURES</u>					
31-0204-0000 GRANT EXPENDITURES	.00	121,737.06	.00	(121,737.06)	.0
TOTAL STATE GRANT EXPENDITURES	.00	121,737.06	.00	(121,737.06)	.0
TOTAL FUND EXPENDITURES	.00	121,737.06	.00	(121,737.06)	.0
NET REVENUE OVER EXPENDITURES	.00	(117,013.90)	.00	117,013.90	.0

CITY OF WHITTIER
BALANCE SHEET
SEPTEMBER 30, 2024

WATER AND WASTEWATER

ASSETS

50-000-0100	CASH - COMBINED FUND	830,848.84	
50-000-0200	ACCT REC - WATER WASTEWATER	188,971.07	
50-000-0300	SYSTEMS	2,888,103.20	
50-000-0400	BUILDINGS & FACILITIES	1,388,370.84	
50-000-0500	MACHINERY & EQUIPMENT	141,353.84	
50-000-0600	CONSTRUCTION IN PROGRESS	107,105.00	
50-000-0700	ACCUMULATED DEPRECIATION	(7,805,105.78)	
	TOTAL ASSETS		7,815,544.54

LIABILITIES AND EQUITY

LIABILITIES

50-000-2000	ACCOUNTS PAYABLE	10,488.44	
50-000-2080	ESC TAXES PAYABLE	78.78	
50-000-2075	HEALTH & LIFE INSURANCE PAYABL	(1,873.25)	
50-000-2090	AFLAC GUARDIAN INSURANCE LIAB	(22.34)	
50-000-2095	ACCRUED LEAVE	12,570.55	
	TOTAL LIABILITIES		21,459.28

FUND EQUITY

50-000-3000	RETAINED EARNINGS	(10,434.00)	
50-000-3050	NET INVESTMENT CAPITAL ASSETS	8,348,949.93	
	REVENUE OVER EXPENDITURES - YTD	(844,429.87)	
	BALANCE - CURRENT DATE	7,594,085.28	
	TOTAL FUND EQUITY		7,594,085.28
	TOTAL LIABILITIES AND EQUITY		7,815,544.54

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

WATER AND WASTEWATER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
50-340-4300 WATER SERVICE CHARGES	66,926.77	294,002.97	257,176.00	(37,706.97)	114.7
50-340-4350 WASTE WATER SERVICE CHARGES	9,920.66	63,394.62	115,000.00	51,605.38	65.1
50-340-4500 ENTERPRISE-PERMIT FEES	.00	.00	100.00	100.00	.0
TOTAL CHARGES FOR SERVICES	66,947.43	357,397.59	372,276.00	13,998.41	96.2
<u>MISCELLANEOUS</u>					
50-380-4901 INTEREST ON BANK ACCOUNTS	.00	883.98	17,500.00	16,616.02	5.1
50-380-4910 MISCELLANEOUS INCOME	.00	3,343.66	700.00	(2,643.66)	477.7
TOTAL MISCELLANEOUS	.00	4,227.64	18,200.00	13,972.36	23.3
<u>PROPERTY & SURPLUS SALES</u>					
50-390-4990 TRANSFERS IN	.00	23,341.00	23,341.00	.00	100.0
TOTAL PROPERTY & SURPLUS SALES	.00	23,341.00	23,341.00	.00	100.0
TOTAL FUND REVENUE	66,947.43	365,966.23	413,817.00	27,981.77	93.2

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 202*

WATER AND WASTEWATER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER & WASTE WATER OPERATING</u>					
50-0000-8000 SALARIES & WAGES	10,855.78	97,898.28	125,581.00	27,682.72	77.7
50-0000-8030 FICA TAXES	158.97	1,438.44	2,452.00	1,013.56	58.8
50-0000-8040 WORKER'S COMP.	.00	.00	5,859.00	5,859.00	.0
50-0000-8050 ESC TAXES	13.82	912.54	1,285.00	372.46	71.0
50-0000-8080 HEALTH & LIFE INSURANCE	1,719.04	18,267.44	17,584.00	1,308.58	92.5
50-0000-8070 PERS RETIREMENT	1,391.84	18,121.18	19,081.00	2,959.84	84.5
50-0000-8200 DUES & SUBSCRIPTIONS	.00	170.00	1,000.00	830.00	17.0
50-0000-8410 INSURANCE - LIABILITY	.00	2,202.90	3,800.00	1,397.10	81.2
50-0000-8440 INSURANCE - PROPERTY	.00	1,988.23	3,500.00	1,511.77	58.2
50-0000-8540 LICENSES & PERMITS	.00	805.00	1,200.00	395.00	87.1
50-0000-8585 OUTSIDE CONTRACTORS	.00	.00	10,000.00	10,000.00	.0
50-0000-8570 PHYSICAL EXAMS	.00	.00	500.00	500.00	.0
50-0000-8580 POSTAGE	.00	.00	1,300.00	1,300.00	.0
50-0000-8835 PROF. FEES - COMPUTER SUPPORT	.00	.00	1,200.00	1,200.00	.0
50-0000-8740 SMALL TOOLS	.00	.00	4,000.00	4,000.00	.0
50-0000-8750 TESTING WATER/SEWER	.00	.00	9,000.00	9,000.00	.0
50-0000-8770 TRAVEL, TRAINING & DEV.	.00	.00	5,500.00	5,500.00	.0
50-0000-7100 REPAIRS - BUILDING	.00	.00	5,000.00	5,000.00	.0
50-0000-7350 REPAIRS - EQUIPMENT	178.00	2,482.32	5,000.00	2,517.68	48.7
50-0000-7850 REPAIRS - SYSTEM	.00	.00	5,000.00	5,000.00	.0
50-0000-7750 GAS & OIL - VEHICLES	332.25	2,527.87	3,500.00	972.13	72.2
50-0000-8650 SUPPLIES - OFFICE	.00	.00	500.00	500.00	.0
50-0000-8950 UNIFORMS	.00	.00	500.00	500.00	.0
50-0000-8970 SUPPLIES - SAFETY	.00	23.70	1,500.00	1,476.30	1.8
50-0000-8995 SUPPLIES & MATERIALS	712.09	712.09	3,500.00	2,787.91	20.4
50-0000-9000 UTILITIES -INTERNET	504.42	4,542.87	1,500.00	(3,042.87)	302.9
50-0000-9010 UTILITIES - ELECTRICITY	2,828.10	22,403.80	30,000.00	7,586.40	74.8
50-0000-9040 UTILITIES - HEATING FUEL	240.42	1,742.84	5,000.00	3,257.16	34.9
50-0000-9070 UTILITIES - TELEPHONE	223.04	821.78	800.00	(121.78)	153.8
50-0000-9580 CAPITAL OUTLAY - WWW	8,388.00	102,885.00	150,000.00	47,115.00	88.8
50-0000-9900 TRANSFER OUT TO GF	.00	4,552.48	39,048.00	34,495.54	11.7
50-0000-9901 TRANSFERS OUT - OTHER	.00	750,000.00	1,031,207.54	281,207.54	72.7
TOTAL WATER & WASTE WATER OPERATIN	25,889.45	1,030,298.10	1,494,427.54	464,129.44	88.9
TOTAL FUND EXPENDITURES	25,889.45	1,030,298.10	1,494,427.54	464,129.44	88.9
NET REVENUE OVER EXPENDITURES	41,157.98	(844,429.87)	(1,080,810.54)	(438,180.87)	(58.8)

CITY OF WHITTIER
BALANCE SHEET
SEPTEMBER 30, 2017

SMALL BOAT HARBOR

ASSETS

51-000-0100	CASH - COMBINED FUND	1,172,322.13	
51-000-0110	2017 HARBOR BOND RESERVE	159,025.00	
51-000-0090	PETTY CASH	350.00	
51-000-0201	ACCTS REC FROM HARBOR	74,442.18	
51-000-0200	ACCOUNTS RECEIVABLE - LEASES	1,204.27	
51-000-0299	ALLOWANCE FOR DOUBTFUL ACCOUNT	(33,397.58)	
51-000-0720	PREPAID INSURANCE	25,989.28	
51-000-0810	BUILDINGS & FACILITIES	24,086,913.88	
51-000-0820	MACHINERY & EQUIPMENT	275,314.48	
51-000-0824	EQUIPMENT - COMPUTER	81,910.74	
51-000-0890	ACCUMULATED DEPRECIATION	(10,500,595.82)	
	TOTAL ASSETS		15,343,459.52

LIABILITIES AND EQUITY

LIABILITIES

51-000-2000	ACCOUNTS PAYABLE	35,793.95	
51-000-2002	AP OTHER NOT THRU JOURNAL	3,410.53	
51-000-2080	ESC TAXES PAYABLE	1,103.20	
51-000-2075	HEALTH & LIFE INSURANCE PAYABL	(8,593.47)	
51-000-2090	AFLAC GUARDIAN INSURANCE LIAB	(354.83)	
51-000-2095	ACCRUED LEAVE	35,929.98	
51-000-2178	ACCRUED INTEREST PAYABLE	14,254.17	
51-000-2180	CURRENT PORT. 2017 BOND PREMIUM	8,843.00	
51-000-2182	CURRENT PORT. 2017 HARBOR BOND	70,000.00	
51-000-2188	NET PREMIUM-2017 BOND ISSUANCE	132,645.45	
51-000-2188	L/T PORTION. 2017 HARBOR BOND	1,735,000.00	
51-000-2320	UNEARNED REVENUE - MOORAGE	175,588.39	
	TOTAL LIABILITIES		2,203,599.57

FUND EQUITY

51-000-3000	RETAINED EARNINGS	(2,584,271.47)	
51-000-3050	NET INVESTMENT CAPITAL ASSETS	18,362,158.74	
	REVENUE OVER EXPENDITURES - YTD	(858,025.32)	
	BALANCE - CURRENT DATE	13,139,859.95	
	TOTAL FUND EQUITY		13,139,859.95
	TOTAL LIABILITIES AND EQUITY		15,343,459.52

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 202*

SMALL BOAT HARBOR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
5*-340-4399 MOORAGE - TRANSIENT WINTER	9,380.00	*0,434.00	20,000.00	9,888.00	82.2
5*-340-440* MOORAGE - PREFERENTIAL	(2,033.89)	472,362.72	546,000.00	72,847.28	88.7
5*-340-4402 MOORAGE - TRANSIENT	28,310.14	449,804.98	400,000.00	49,804.98	**2.5
5*-340-4403 BOAT LIFT FEES	202.50	2,662.25	25,000.00	22,447.75	*0.2
5*-340-4404 UTILITY FEES	3,443.70	43,244.72	80,000.00	*8,756.28	72.1
5*-340-4406 WHARFAGE FEES	*95.45	8,759.71	*5,000.00	8,240.29	88.4
5*-340-4407 VESSEL TOW FEES	.00	.00	3,000.00	3,000.00	.0
5*-340-4408 USED OIL COLLECTION F	.00	585.88	*1,000.00	414.20	58.8
5*-340-4409 WAITING LIST FEES	200.00	*7,400.00	*8,000.00	*1,400.00	*18.8
5*-340-4410 PUMP OUT FEES	225.00	750.00	500.00	250.00	*50.0
5*-340-4411 LAUNCH FEES	(*40.00)	85,880.00	*50,000.00	84,440.00	87.0
5*-340-4412 SHOWERS	80.00	*1,885.00	*1,000.00	885.00	*88.5
5*-340-4413 GRID	288.52	*1,828.74	*1,200.00	728.74	*81.7
5*-340-4414 VESSEL MAINTENANCE	220.50	5,734.50	7,000.00	*1,265.50	81.9
5*-340-4415 DRY STORAGE FEES	898.00	3,500.00	5,000.00	*1,500.00	70.0
5*-340-4416 PARKING - ANNUAL	.00	37,750.00	45,000.00	7,250.00	83.9
5*-340-4428 PARKING DAILY	209.00	53,218.00	80,000.00	8,782.00	88.7
5*-340-4445 MISC. SERVICES	80.00	7,045.89	3,000.00	(4,045.89)	234.9
TOTAL CHARGES FOR SERVICES	41,470.12	*1,202,298.29	*1,357,700.00	*85,413.71	88.8
<u>LEASES INCOME</u>					
5*-345-4512 LEASE - ARRC NET OF RR SHARE	8,871.54	57,981.09	95,000.00	37,038.91	81.0
5*-345-4515 LEASE - GARBAGE REVENUE	.00	40.00	350.00	310.00	**1.4
TOTAL LEASES INCOME	8,871.54	58,001.09	95,350.00	37,348.91	80.8
<u>OTHER REVENUE</u>					
5*-380-4417 FUEL FLOAT INCOME	.00	*8,213.41	25,000.00	8,288.59	72.9
5*-380-4430 CAMPING	275.00	*4,582.00	*2,000.00	2,582.00	*21.4
5*-380-4900 INTEREST & LATE FEES ON A/R	.00	95.70	*1,500.00	*1,404.30	8.4
5*-380-4901 INTEREST ON BANK ACCO	.00	894.85	*0,000.00	91,055.95	8.9
5*-380-4910 MISCELLANEOUS INCOME	.00	.00	*5,000.00	*5,000.00	.0
5*-380-4957 AMORTIZATION OF BOND PREMIUM	.00	.00	8,843.00	8,843.00	.0
TOTAL OTHER REVENUE	275.00	33,785.16	72,343.00	38,577.84	48.7
<u>TRANSFERS IN AND OTHER</u>					
5*-390-4991 TRANSFER FROM CPV FUND	.00	*53,775.00	*53,775.00	.00	*100.0
TOTAL TRANSFERS IN AND OTHER	.00	*53,775.00	*53,775.00	.00	*100.0
TOTAL FUND REVENUE	50,816.88	*1,447,825.54	*1,879,188.00	231,340.46	88.2

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 202*

SMALL BOAT HARBOR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HARBOR OPERATIONS EXP</u>					
5*-000-0000 SALARIES & WAGES	33,739.43	324,054.88	459,483.00	*35,400.34	70.5
5*-000-0030 FICA TAXES	8*0.49	5,9*3.03	9,752.00	3,838.97	80.8
5*-000-0040 WORKER'S COMP.	.00	.00	*8,57*.00	*8,57*.00	.0
5*-000-0050 ESC TAXES	244.29	3,827.17	4,775.00	*1,447.83	78.0
5*-000-0080 HEALTH & LIFE INSURANCE	7,75*.8*	88,803.95	**0,333.00	43,449.05	80.8
5*-000-0070 PERS RETIREMENT	5,905.77	80,570.28	80,842.00	29,07*.74	89.3
5*-000-0205 ADVERTISING	.00	*,000.00	*,000.00	.00	*00.0
5*-000-02*5 COLLECTION EXPENSE	.00	.00	5,000.00	5,000.00	.0
5*-000-0220 BANK SERVICE CHARGES	3,757.43	38,19*.25	30,000.00	8,19*.25	*27.3
5*-000-0280 BAD DEBT EXPENSE	.00	.00	30,000.00	30,000.00	.0
5*-000-0285 BOND INTEREST EXPENSE	.00	83,775.00	83,775.00	.00	*00.0
5*-000-0270 DEPRECIATION	.00	.00	940,000.00	940,000.00	.0
5*-000-0300 DUES & SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
5*-000-04*0 INSURANCE - LIABILITY	.00	*7,332.48	30,000.00	*2,667.54	57.8
5*-000-0420 INSURANCE - AUTO	.00	834.14	*,000.00	365.86	83.4
5*-000-0430 INSURANCE EQUIPMENT	.00	267.00	800.00	343.00	42.8
5*-000-0440 INSURANCE - PROPERTY	.00	*9,985.1*	70,000.00	50,034.89	29.5
5*-000-0490 INSURANCE CLAIMS-DEDU	.00	.00	5,000.00	5,000.00	.0
5*-000-0540 ENTERPRISE-LICENSES & PERMITS	.00	.00	*25.00	*25.00	.0
5*-000-0585 OUTSIDE CONTRACTORS	8,29*.98	*5,505.12	25,000.00	9,084.88	83.7
5*-000-0570 PHYSICAL EXAMS	.00	234.00	500.00	266.00	48.8
5*-000-0580 POSTAGE	.00	*,943.10	2,500.00	556.90	77.7
5*-000-0635 PROF. FEES - COMPUTER SUPPORT	.00	.00	3,000.00	3,000.00	.0
5*-000-0638 PROF FEES - WEB SITE	.00	.00	250.00	250.00	.0
5*-000-0650 PROF. FEES - LEGAL	.00	*9,267.00	5,000.00	*4,267.00	385.1
5*-000-0700 PUBLICATIONS&SUBS.	.00	.00	350.00	350.00	.0
5*-000-0730 EQUIPMENT RENTAL	.00	.00	*,000.00	*,000.00	.0
5*-000-0740 SMALL TOOLS	.00	4,148.88	2,500.00	*1,648.88	*85.9
5*-000-0770 TRAVEL, TRAINING & DEV.	.00	35.7*	3,000.00	2,964.29	*.3
5*-000-0780 WASTE DISPOSAL - EVDS	.00	420.23	4,000.00	3,579.77	*0.5
5*-000-7*00 REPAIRS - BUILDINGS	.00	2,385.12	8,000.00	3,614.88	39.8
5*-000-7350 REPAIRS - EQUIPMENT	*1,358.45	*1,822.25	*5,000.00	*3,177.75	*2.2
5*-000-7400 REPAIRS - VEHICLES	.00	.00	2,000.00	2,000.00	.0
5*-000-7500 PARKING LOT MAINTENANCE	.00	.00	*,000.00	*,000.00	.0
5*-000-76*0 REPAIRS - UTILITIES	.00	2,448.00	*0,000.00	7,554.00	24.5
5*-000-7750 GAS & OIL - VEHICLES	739.59	3,944.28	8,000.00	2,055.74	85.7
5*-000-7820 REPAIRS - DOCKS	.00	.00	20,000.00	20,000.00	.0
5*-000-8*50 SUPPLIES - CONSUMABLE	.00	8,04*.52	30,000.00	23,958.48	20.1
5*-000-8200 SUPPLIES - PARKING	.00	.00	*,000.00	*,000.00	.0
5*-000-8400 SUPPLIES - FIRE SUPPRESSION	.00	9*4.00	3,000.00	2,998.00	30.5
5*-000-8550 SUPPLIES - OFFICE	*1,002.34	3,138.83	8,000.00	2,863.17	52.3
5*-000-8950 SUPPLIES - UNIFORMS	.00	*02.59	2,500.00	2,397.41	4.1
5*-000-8970 SUPPLIES - SAFETY	.00	382.82	5,000.00	4,637.18	7.3
5*-000-9000 UTILITIES - INTERNET	*1,275.45	9,983.04	8,100.00	3,883.04	*83.3
5*-000-90*0 UTILITIES - ELECTRICITY	4,087.30	53,084.52	82,000.00	8,935.48	85.8
5*-000-9040 UTILITIES - HEATING FUEL	208.39	2,793.93	5,500.00	2,706.07	50.8
5*-000-9050 UTILITIES - SOLID WASTE	*8,928.98	***1,722.88	*00,000.00	**1,722.88	***.2
5*-000-9070 UTILITIES - TELEPHONE	78.58	*1,795.05	*,800.00	*95.05	**2.2
5*-000-9095 UTILITIES - WATER/WASTEWATER	4,873.37	3*,685.28	35,000.00	3,434.74	90.2
5*-000-92*3 HARBOR EMERGENCY REPAIR	.00	.00	*0,000.00	*0,000.00	.0
5*-000-95*0 SNOW REMOVAL	2,918.88	28,249.94	35,000.00	8,750.06	75.0
5*-000-96*5 CAPITAL - PARKING METERS	.00	.00	2,000.00	2,000.00	.0

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

SMALL BOAT HARBOR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-000-0520 CAPITAL OUTLAY - EQUIPMENT	.00	0,000.00	.00	(0,000.00)	.0
51-000-0900 TRANSFER OUT TO CF	.00	74,508.90	158,000.00	83,491.10	47.0
51-000-0901 TRANSFERS OUT - OTHER	.00	1,031,400.92	1,031,400.92	.00	100.0
TOTAL HARBOR OPERATIONS EXP	93,787.07	2,035,852.88	3,497,745.92	1,461,893.08	69.4
<u>CAPITAL OUTLAY - FROM RESERVE</u>					
51-000-0510 CAPITAL OUTLAY - BLDG & FACIL	.00	.00	5,000.00	5,000.00	.0
51-000-0520 CAPITAL OUTLAY - EQUIPMENT	.00	.00	1,500.00	1,500.00	.0
51-000-0530 CAPITAL OUTLAY - COMP	.00	.00	2,000.00	2,000.00	.0
51-000-0575 BOND PRINCIPAL	.00	70,000.00	70,000.00	.00	100.0
TOTAL CAPITAL OUTLAY - FROM RESERVE	.00	70,000.00	78,500.00	8,500.00	89.2
TOTAL FUND EXPENDITURES	93,787.07	2,105,852.88	3,588,245.92	1,480,393.08	69.4
NET REVENUE OVER EXPENDITURES	(43,150.41)	(850,025.32)	(1,007,077.92)	(1,229,052.80)	(34.9)

CITY OF WHITTIER
BALANCE SHEET
SEPTEMBER 30, 2024

DE LONG DOCK

ASSETS

53-000-0100	CASH - COMBINED FUND	1,000,071.61	
53-000-0110	BUILDINGS & FACILITIES	5,529,040.95	
53-000-0120	MACHINERY & EQUIPMENT	4,259.00	
53-000-0190	ACCUMULATED DEPRECIATION	(1,065,034.75)	
	TOTAL ASSETS		5,548,344.80

LIABILITIES AND EQUITY

LIABILITIES

53-000-2000	ACCOUNTS PAYABLE	2,872.00	
53-000-2080	ESC TAXES PAYABLE	199.64	
	TOTAL LIABILITIES		2,871.64

FUND EQUITY

53-000-3000	RETAINED EARNINGS	5,801,884.28	
	REVENUE OVER EXPENDITURES - YTD	(136,411.10)	
	BALANCE - CURRENT DATE	5,545,473.18	
	TOTAL FUND EQUITY		5,545,473.18
	TOTAL LIABILITIES AND EQUITY		5,548,344.80

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

DELONG DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>DELONG DOCK CHARGES FOR SERVICE</u>					
53-34*-405* USER FEES & PERMITS	.00	3,000.00	12,000.00	9,000.00	25.0
53-34*-4402 MOORAGE - TRANSIENT	949.78	2,619.68	5,000.00	2,380.32	52.4
53-34*-4404 UTILITY FEES	2,631.17	4,852.18	7,000.00	2,147.82	69.5
53-34*-4406 WHARFAGE FEES	.00	21,281.58	380,000.00	358,718.42	5.9
TOTAL DELONG DOCK CHARGES FOR SERVICE	3,580.95	31,653.44	394,000.00	362,446.58	8.2
TOTAL FUND REVENUE	3,580.95	31,653.44	394,000.00	362,446.58	8.2

CITY OF WHITTIER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 202*

DELONG DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 00*</u>					
53-00*-8000 SALARES & WAGES	5,908.88	30,288.05	5*,05*,.00	20,794.95	59.3
53-00*-8030 FICA/MEDICARE	97.84	528.45	*,084.00	557.55	48.8
53-00*-8040 WORKER'S COMP.	.00	.00	2,083.00	2,083.00	.0
53-00*-8050 ESC TAXES	45.77	252.15	53*,.00	276.85	47.5
53-00*-8080 HEALTH & LIFE INSURANCE	*,547.27	5,980.38	*,*,188.00	7,*,87.82	45.4
53-00*-8070 PERS RETIREMENT	*,239.48	8,28*,.42	*,0,423.00	4,*,8*,.58	80.1
53-00*-8410 INSURANCE - LIABILITY	.00	2,788.38	*,5,000.00	*,2,2*,.64	*,8.8
53-00*-8440 INSURANCE - PROPERTY	.00	5,428.00	*,0,000.00	4,572.00	54.3
53-00*-8585 OUTSIDE CONTRACTORS	.00	95,889.00	*,20,000.00	24,*,3*,.00	79.9
53-00*-8730 EQUIPMENT RENTAL	.00	.00	2,500.00	2,500.00	.0
53-00*-8740 SMALL TOOLS	.00	.00	*,000.00	*,000.00	.0
53-00*-7360 REPAIRS - EQUIPMENT	*,55.00	*,55.00	.00 (*,55.00)	.0
53-00*-7750 GAS & OIL - VEHICLES	.00	.00	500.00	500.00	.0
53-00*-7820 REPAIRS - DOCKS	.00	3,288.00	20,000.00	*,6,7*,.4.00	*,6.4
53-00*-8150 SUPPLIES - CONSUMABLE	.00	.00	2,500.00	2,500.00	.0
53-00*-8400 SUPPLIES - FIRE SUPPRESSION	.00	300.00	*,000.00	892.00	30.8
53-00*-8850 SUPPLIES - UNIFORMS	.00	.00	*,000.00	*,000.00	.0
53-00*-8870 SUPPLIES - SAFETY	.00	.00	2,000.00	2,000.00	.0
53-00*-9010 UTILITIES - ELECTRICITY	2,517.03	*,8,853.73	*,5,000.00 (*,8,53.73)	**,2.4
53-00*-9050 UTILITIES - SOLID WASTE	.00	.00	*,500.00	*,500.00	.0
53-00*-9095 UTILITIES - WATER/WASTEWATER	.00	.00	5,000.00	5,000.00	.0
53-00*-9900 TRANSFER OUT TO CF	.00	.00	38,400.00	38,400.00	.0
TOTAL DEPARTMENT 00*	**,511.23	*,87,984.54	313,720.00	*,45,755.48	53.5
<u>CAPITAL OUTLAY</u>					
53-900-9504 CAPITAL IMPROVEMENTS	.00	.00	30,000.00	30,000.00	.0
53-900-9540 CAP EXP EMERGENCY REPAIRS	.00	.00	5,000.00	5,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	35,000.00	35,000.00	.0
TOTAL FUND EXPENDITURES	**,511.23	*,87,984.54	348,720.00	*,80,755.48	48.2
NET REVENUE OVER EXPENDITURES	(7,930.30)	(*,38,411.10)	35,280.00	*,7*,891.10	(388.7)

CITY OF WHITTIER
BALANCE SHEET
SEPTEMBER 30, 2024

MOTOR POOL

<u>ASSETS</u>			
80-000-0100	CASH - COMBINED FUND	34,517.00	
80-000-1020	MACHINERY & EQUIPMENT	303,500.00	
80-000-1023	EQUIPMENT - VEHICLES	80,000.00	
	TOTAL ASSETS		398,017.00
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
80-000-3000	RETAINED EARNINGS	398,017.00	
	TOTAL FUND EQUITY		398,017.00
	TOTAL LIABILITIES AND EQUITY		398,017.00

CITY OF WHITTIER
BALANCE SHEET
SEPTEMBER 30, 2024

COMPENSATED ABSENCES

<u>ASSETS</u>			
81-000-0100	CASH - COMBINED FUND	112,545.07	
	TOTAL ASSETS		112,545.07
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
81-000-2005	ACCRUED LEAVE	112,545.07	
	TOTAL LIABILITIES		112,545.07
	TOTAL LIABILITIES AND EQUITY		112,545.07

CITY OF WHITTIER
BALANCE SHEET
SEPTEMBER 30, 2024

NOT USED

ASSETS

73-0001-0100	CASH - COMBINED FUND	1,014,900.00	
	TOTAL ASSETS		1,014,900.00

LIABILITIES AND EQUITY

FUND EQUITY

	REVENUE OVER EXPENDITURES - YTD	1,014,900.00	
	BALANCE - CURRENT DATE	1,014,900.00	
	TOTAL FUND EQUITY		1,014,900.00
	TOTAL LIABILITIES AND EQUITY		1,014,900.00

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

NOT USED

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SOURCE FUND</u>					
72-390-4990	TRANSFERS-IN	.00	\$,014,900.00	\$,014,900.00	.00	100.0
	TOTAL SOURCE FUND	.00	\$,014,900.00	\$,014,900.00	.00	100.0
	TOTAL FUND REVENUE	.00	\$,014,900.00	\$,014,900.00	.00	100.0
	NET REVENUE OVER EXPENDITURES	.00	\$,014,900.00	\$,014,900.00	.00	100.0

CITY OF WHITTIER
BALANCE SHEET
SEPTEMBER 30, 2024

HARBOR MRRF

ASSETS

73-0004-01-00	CASH - COMBINED FUND		<u>\$,480,598.36</u>	
	TOTAL ASSETS			<u><u>\$,480,598.36</u></u>

LIABILITIES AND EQUITY

FUND EQUITY

73-0004-0000	FUND BALANCE		429,488.43	
	REVENUE OVER EXPENDITURES - YTD	<u>\$,051,409.93</u>		
	BALANCE - CURRENT DATE		<u>\$,480,598.36</u>	
	TOTAL FUND EQUITY			<u><u>\$,480,598.36</u></u>
	TOTAL LIABILITIES AND EQUITY			<u><u>\$,480,598.36</u></u>

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

HARBOR MRRF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TRANSFERS FROM OTHER FUNDS</u>					
73-390-4990 TRANSFER FROM HARBOR FUND	.00	\$,031,409.92	\$,031,409.92	.00	*100.0
TOTAL TRANSFERS FROM OTHER FUNDS	.00	\$,031,409.92	\$,031,409.92	.00	*100.0
 TOTAL FUND REVENUE	.00	\$,031,409.92	\$,031,409.92	.00	*100.0
NET REVENUE OVER EXPENDITURES	.00	\$,031,409.92	\$,031,409.92	.00	*100.0

CITY OF WHITTIER
BALANCE SHEET
SEPTEMBER 30, 2024

WATER/WASTEWATER MRRF

ASSETS

75-000-01-00	CASH - COMBINED FUND	750,000.00	
	TOTAL ASSETS		750,000.00

LIABILITIES AND EQUITY

FUND EQUITY

	REVENUE OVER EXPENDITURES - YTD	750,000.00	
	BALANCE - CURRENT DATE	750,000.00	
	TOTAL FUND EQUITY		750,000.00
	TOTAL LIABILITIES AND EQUITY		750,000.00

CITY OF WHITTIER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

WATER/WASTEWATER MRRF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TRANSFERS FROM OTHER FUNDS</u>					
75-390-4990 TRANSFERS-IN OTHER	.00	750,000.00	1,031,307.54	281,307.54	72.7
TOTAL TRANSFERS FROM OTHER FUNDS	.00	750,000.00	1,031,307.54	281,307.54	72.7
TOTAL FUND REVENUE	.00	750,000.00	1,031,307.54	281,307.54	72.7
NET REVENUE OVER EXPENDITURES	.00	750,000.00	1,031,307.54	281,307.54	72.7