



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Meeting Agenda

### City Council

---

Tuesday, June 16, 2026

7:00 PM

Council Chambers

---

#### Regular Meeting

#### WORK SESSION AGENDA - 6:00 pm

*Transcribed minutes are not taken for Work Sessions. Audio is available upon request.*

1. [Work Session: Valdez Lighthouse Project](#)

#### REGULAR AGENDA - 7:00 PM

##### I. CALL TO ORDER

##### II. PLEDGE OF ALLEGIANCE

##### III. ROLL CALL

##### IV. APPROVAL OF MINUTES

1. [Approval of Minutes for Regular Council Meeting of June 2, 2026](#)

##### V. PUBLIC APPEARANCES

1. [Alaska Women's Business Center Update](#)

##### VI. PUBLIC BUSINESS FROM THE FLOOR

##### VII. CONSENT AGENDA

1. [Approval To Go Into Executive Session Re: Discussion of Implications for City Revenues and Litigation Strategy Regarding Trans Alaska Pipeline System Ad Valorem Tax Issues](#)

##### VIII. NEW BUSINESS

1. [Approval of the City of Valdez's Annual Property and Casualty Insurance Renewal for the Period Beginning July 1, 2026 in the Amount of \\$932,844 and Authorizing the City Manager to Execute Related Renewal Documents](#)

2. [Approval of Professional Services Agreement with HDR Engineering, Inc. for the City of Valdez Baler Replacement Project in the Amount of \\$326,466.00](#)
3. [Approval of Contract Amendment #1 with Alaska Scrap & Recycling, LLC in the Amount of \\$700,000 for the 2026 Scrap Metal Processing Project](#)

#### IX. RESOLUTIONS

1. [#26-33 - Supporting a Constitutional Amendment to Restructure the Alaska Permanent Fund and Stabilize the Annual Draw for State Services](#)
2. [#26-34 - Amending the 2026 City Budget By Accepting a Rasmuson Tier One Grant for the Valdez Voices and Visions Placemaking Project in the Amount of \\$25,000](#)

#### X. REPORTS

1. [Monthly Treasury Report: April 2026](#)
2. [Quarterly Financial Summary Reports: March 31, 2026](#)
3. [Issuance of Temporary Land Use Permit #26-06 to Valdez Stay and Play for an Approximately 1400 square foot portion of Tract A ASLS 79-116.](#)
4. [Issuance of Temporary Land Use Permit #26-07 to Alyeska Pipeline Service Company for an Approximate 2.5-acre portion of Tracts B & E, Section 34, ASCS 98-30](#)
5. [Issuance of Temporary Land Use Permit #26-08 to Wilson Brothers Distributing Company for an Approximately 1.44-acre portion of 226 South Harbor Drive, Tract G, Harbor Subdivision.](#)
6. [Issuance of Temporary Land Use Permit #26-10 to End of the Road Ren Fair for an Approximately 4-Acre Portion of 251 Pioneer Drive, Lot 2, Block 2 Mineral Creek Subdivision - Barney Meyring Park Strip.](#)
7. [Issuance of Temporary Land Use Permit #26-11 to The Potato Too LLC, for an Approximately 369 Square Foot Portion of Public Right-of-Way Immediately Adjacent to Lot 12, Block 40, Harbor Subdivision.](#)
8. [Issuance of Temporary Land Use Permit #26-12 to The Fat Mermaid for Approximately 518 Square Feet of Public Right-of-Way Immediately Adjacent to Lot 1A, Block 38A, Harbor Subdivision.](#)

#### XI. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS

1. City Manager Report

1. [City Manager Written Report](#)
  2. City Clerk Report
  3. City Attorney Report
  4. City Mayor Report
- XII. COUNCIL BUSINESS FROM THE FLOOR
- XIII. EXECUTIVE SESSION
- XIV. RETURN FROM EXECUTIVE SESSION
- XV. ADJOURNMENT



Legislation Text

---

**File #:** 26-0248, **Version:** 1

---

**ITEM TITLE:**

Work Session: Valdez Lighthouse Project

**SUBMITTED BY:** n/a

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

n/a

**SUMMARY STATEMENT:**

Staff from Sound Mental Health will present to City Council on the Valdez Lighthouse Project.

# SOUND MENTAL HEALTH LLC: OUR ROADMAP FROM FOUNDATION TO FUTURE

START:  
EARLY FALL 2024

WE ARE SEEING  
A LOT OF CLIENTS!  
ALL THREE OF US ARE  
WORKING MORE THAN  
A FULL CASE LOAD.

MID: REALIZATION

3/4TH THROUGH:  
THE PIVOT!

THE VALDEZ  
LIGHTHOUSE  
(NON-PROFIT BRANCH)

OUR BUSINESS  
OPENED

SEEING A LOT OF  
CLIENTS!

CLINIC  
CASE LOAD:  
OVER 120%

SO MANY  
CLIENTS...

WE START A  
NON PROFIT!

FUNDING FOR  
COMMUNITY MH SERVICES,  
MH SERVICES,  
GRANTS & DONATIONS

START:  
EARLY FALL  
2024

COMMUNITY  
OUTREACH &  
MH LECTURE  
SERIES

COMMUNITY  
PRESENTATIONS  
EVERY MONTH

WORKING HARD  
WITH LITTLE FUNDING

CITY OF VALDEZ  
CAN'T FUND A  
PRIVATE BUSINESS

THE VALDEZ  
LIGHTHOUSE!

WHERE WE ARE GOING:  
SUSTAINABLE  
COMMUNITY IMPACT  
& IMPACT & GROWTH

WE'VE HIRED TWO  
MORE CLINICIANS  
B/C OF CASE LOA<sup>5</sup>



# SO WHAT?



# The Board



**Colleen Murphy**  
Treasurer



**Katey Connell**  
President



**Bart Hinkle**  
Secretary

PROPOSAL · VALDEZ CITY COUNCIL

# LIGHT HOUSE

A 501(c)(3) nonprofit committed to expanding community mental health services and building a more resilient Valdez.

• CRISIS MANAGEMENT

◆ CRISIS PREVENTION

## There is more we can do to support our community.

# 1 in 4

Alaskans experience a mental health condition each year



Growing demand for co-response and community-based care

# Together

We can do more when  
community  
partners coordinate care



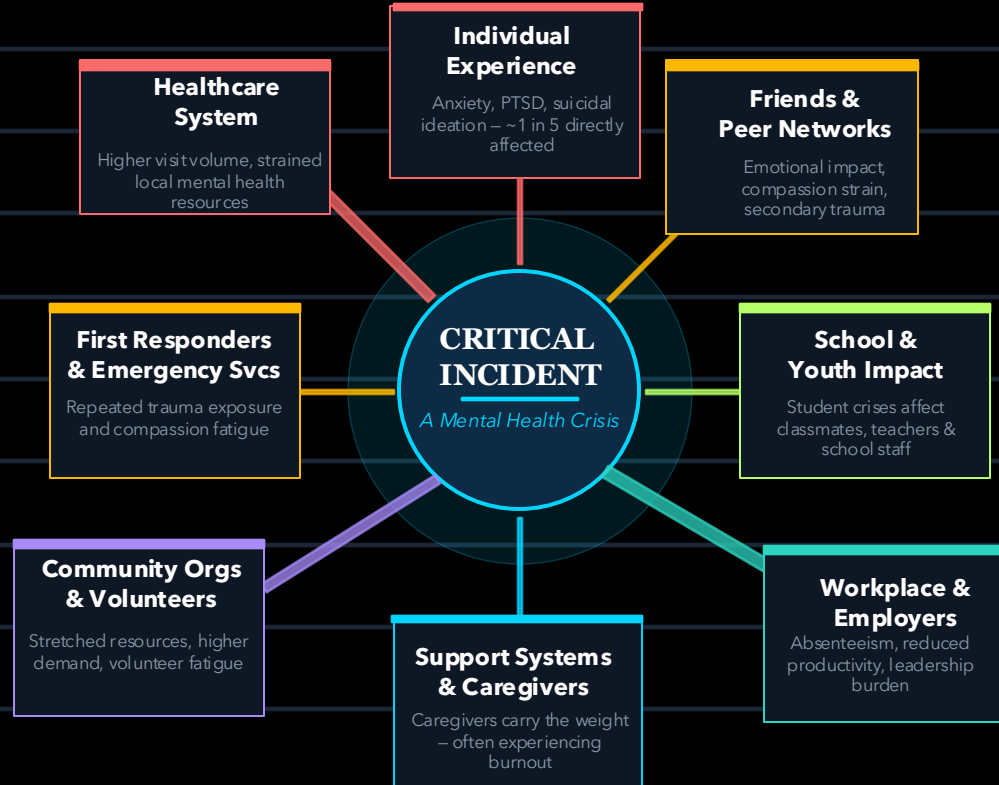
Lighthouse exists to expand capacity – adding coordinated crisis response, prevention programming, and cross-agency care to complement existing services in Valdez.



This is in alliance with: Behavioral Health Crisis Response through local agencies, city, state, and federal funding sources

# MENTAL HEALTH IMPACT IN OUR COMMUNITY

In Valdez, mental health doesn't affect a small group – it touches nearly everyone. When you include family members, support systems, and the ripple effects of crisis, loss, and shame, it's likely that **over half of our community** is impacted annually.



One crisis can impact 150+ people. Grief, fear, and trauma spread through our community, shaping how all of us feel and function.

# A Comprehensive Framework for Community Mental Health

## • CRISIS MANAGEMENT



### 1: Crisis Intervention

Co-response · Safety Planning · Follow-Up



### 2: Community Partner Support

In-Person Response · Crisis Plans · Consultation



### 3: MDT Coordination

Multi-Agency Care · High-Impact Clients



### 4: CISM

Defusing · Debriefing · Peer Support

## ◆ CRISIS PREVENTION



### Community Presentations

Suicide Prevention · Stigma Reduction · MH Literacy



### Disaster Mental Health

Policy · Peer Listeners · Shelter Staffing

Prevention services reduce the frequency and severity of crisis events, building long-term community resilience.

# Community Partner Support Services



## In-Person Response

Clinicians deploy alongside community partners to provide on-site mental health support for individuals in distress.



## Individualized Crisis Support Plans

Co-develop customized crisis plans with community members, their support networks, and partner organizations to reduce repeated acute episodes.



## Care Consultation

Real-time clinical guidance to partner agency staff navigating complex mental health situations so frontline workers feel confident and effective.



Partners include: Emergency Responders, Valdez schools, housing authority, senior services, and other community services

# Multi-Disciplinary Team Coordinated Care



## Case Identification

Flag high-impact individuals whose needs span criminal justice, housing, health, and social services.



## Coordinated Care Plans

Develop unified cross-agency plans that eliminate siloed responses and conflicting interventions.



## Accountability & Tracking

Monitor outcomes across agencies, identify gaps, and adapt plans through regular MDT meetings.



## Community-Level Oversight

Lighthouse Clinicians chairs the MDT, providing clinical expertise and neutral coordination across all departments.



## Lighthouse Clinicians

MDT Chair & Facilitator

### Current and Potential Partners

- Emergency Responders
- AVV, VNT
- Prince William Sound College
- Valdez City Schools & Youth Services
- Senior Services
- OCS
- Food Bank, Alaska Housing

# Community Presentations

## Prevention & Stigma Reduction



### Suicide Prevention

QPR (Question, Persuade, Refer) training, safeTALK, and ASIST workshops for community members, educators, first responders, and organizations.



### Stigma Reduction

Community conversations that normalize help-seeking, challenge mental health myths, and create cultures where support is welcomed – not stigmatized.



### Mental Health Literacy

Accessible presentations on recognizing common mental health conditions, understanding warning signs, and connecting people to care early.



### Youth & School Outreach

Age-appropriate programs for Valdez schools, youth organizations, and families – building awareness and coping skills from the ground up.



Delivered by licensed clinicians with deep Valdez roots. Prevention works best when it comes from trusted, familiar faces in the community.

# Disaster Mental Health Preparedness & Response



## Policies & Procedures

- Develop crisis response protocols for disaster scenarios
- Establish mental health activation criteria and decision trees
- Integrate with city emergency management plans
- Provide training for city staff on MH response procedures



## Peer Listener Program

- Recruit community volunteers as trained peer listeners
- Deliver structured disaster mental health training
- Build a deployable roster for emergency activation
- Provide ongoing supervision and support for peer volunteers



## Emergency Shelter Staffing

- Clinical staffing of community emergency shelters
- On-site mental health triage and support
- Coordination with city emergency services
- Debriefing and follow-up for shelter residents and staff



Prepared before disaster strikes. Lighthouse builds Valdez's mental health infrastructure for emergencies so the community is never starting from zero.

# Governance & Accountability Structure



**Lighthouse**  
501(c)(3) Nonprofit

Subcontracts + Grants



**Sound Mental Health**  
Licensed Clinical Team

Service Delivery



**Valdez Community**  
Stronger Community

Outcome

✓ Nonprofit structure unlocks grant funding and support from local entities, businesses, and individuals

✓ Single accountability chain: one contract, one mission, measurable outcomes

✓ Board selected from individuals with deep roots to Valdez

✓ MDT chaired by Lighthouse Clinicians unite all impacted agencies

## • CRISIS MANAGEMENT

Crisis Intervention · CISM · Community Partner Support · MDT

## ◆ CRISIS PREVENTION

Community Presentations · Disaster Preparedness & Response



Legislation Text

---

**File #:** 26-0245, **Version:** 1

---

**ITEM TITLE:**

Approval of Minutes for Regular Council Meeting of June 2, 2026

**SUBMITTED BY:** Elise Sorum-Birk, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

Review and approve minutes.

**SUMMARY STATEMENT:**

The minutes from the Regular Meeting held on June 2, 2026 are attached for review and approval.

# City of Valdez

*212 Chenega Ave.  
Valdez, AK 99686*



## DRAFT MEETING MINUTES

**Tuesday, June 2, 2026**

**7:00 PM**

**Regular Meeting**

**Council Chambers**

**City Council**

**REGULAR AGENDA - 7:00 PM**

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

Present: 6 - Mayor Dennis Fleming  
Council Member Jimmy Devens  
Council Member Joseph Lally  
Council Member Olivia Foster  
Council Member Lester Greene  
Council Member Shannon Stites

Excused: 1 - Council Member Joy Witte  
Also Present: City Manager Nathan Duval  
Deputy City Clerk Elise Sorum-Birk  
City Attorney Jack Wakeland  
Records Manager Katie Carr

**IV. PUBLIC BUSINESS FROM THE FLOOR**

**V. CONSENT AGENDA**

- 1. National Safety Month 2026 - 30th Anniversary**
- 2. Approval To Go Into Executive Session Re: Discussion of Implications for City Revenues and Litigation Strategy Regarding Trans Alaska Pipeline System Ad Valorem Tax Issues**

MOTION: Council Member Devens moved, seconded by Council Member Lally, to approve the consent agenda.

**VOTE ON MOTION**

Yays: 6 - Fleming, Devens, Lally, Foster, Greene and Stites

Absent: 1 - Witte

Motion carried.

**VI. NEW BUSINESS**

- 1. Approval of Change Order with Knik Construction for Kelsey Dock Dolphin/Bollard Temp Install in the Amount of \$70,500**

MOTION: Council Member Greene moved, seconded by Council Member Lally, to approve the change order with Knik Construction for Kelsey Dock dolphin and bollard temporary installation in the amount of \$70,500.

VOTE ON MOTION

Yays: 6 - Fleming, Devens, Lally, Foster, Greene and Stites  
Absent: 1 - Witte

Motion carried.

**2. Approval of Purchase of CAT 265 Tracked Skid Steer and Corresponding Attachments from NC Machinery in the Amount of \$139,877**

Council Member Foster complimented the machinery and its intended purpose for Meals Hill trail maintenance.

MOTION: Council Member Foster moved, seconded by Council Member Greene, to approve the purchase of CAT 265 tracked skid steer and corresponding attachments from NC Machinery in the amount of \$139,877.

VOTE ON MOTION

Yays: 6 - Fleming, Devens, Lally, Foster, Greene and Stites  
Absent: 1 - Witte

Motion carried.

**3. Approving Purchase and Sale Agreement Between the City of Valdez and the Valdez Convention and Visitors Bureau**

Council Member Greene voiced that the agreement was a positive step forward.

MOTION: Council Member Greene moved, seconded by Council Member Stites, to approve the Purchase and Sale Agreement between the City of Valdez and the Valdez Convention and Visitors Bureau.

VOTE ON MOTION

Yays: 6 - Fleming, Devens, Lally, Foster, Greene and Stites  
Absent: 1 - Witte

Motion carried.

**4. Approval of Physician Retention Agreement with Dr. John Cullen**

MOTION: Council Member Greene moved, seconded by Council Member Devens, to approve physician retention agreement with Dr. John Cullen.

VOTE ON MOTION

Yays: 6 - Fleming, Devens, Lally, Foster, Greene and Stites  
Absent: 1 - Witte

Motion carried.

## VII. ORDINANCES

### 1. #26-03 - Amending Chapter 3.24 of the Valdez Municipal Code Titled Public Accommodation Tax (Amended). Second Reading. Adoption.

MOTION: Council Member Lally moved, seconded by Council Member Greene, to approve Ordinance 26-03 in second reading.

Council Member Foster reiterated her view that while tourism marketing was important, she was opposed to the ordinance due to the adoption of the prior amendment excluding recreational vehicle parks. She cited concerns about equity and stated her disagreement with the reasoning given for excluding one sector over another.

Mayor Fleming voiced support for continuing to fund tourism marketing but expressed a desire to revisit whether the public accommodation tax was needed at all in light of the recent overall revenue increases.

Deputy City Clerk Sorum-Birk noted that the version of the ordinance under consideration did not change the applicability of the tax and was only intended to clarify administrative processes.

Council Member Foster voiced overall support for the existence of a public accommodation tax as a method to receive revenue from visitors, but that the tax should be applied fairly.

Council Member Devens agreed on the point of equitability and discussed the applicability of the existing code. He restated his opposition to expanding the tax to recreational vehicle parks due to current high gas prices, but openness to considering their inclusion if economic factors changed.

Council Member Lally expressed his view that the tax could disincentivize visitors and his openness to exploring ways to reduce or eliminate the public accommodation tax.

Council Member Foster highlighted the impact of high fuel prices on brick and mortar businesses and travelers not using recreational vehicles. She restated her opposition to the ordinance.

Council Member Devens noted that if the ordinance failed, it would leave existing code in place. He noted that conversations on elimination of the accommodation tax were not relevant since the ordinance being discussed was administrative in nature. He spoke to the value and simplicity of continuing to fund destination marketing the accommodation tax.

#### VOTE ON MOTION

Yays: 6 - Fleming, Devens, Lally, Greene and Stites

Nays: 1 - Foster

Absent: 1 - Witte

Motion carried.

### 2. #26-05 - Amending Chapter 2.52 of the Valdez Municipal Code Titled Planning and

**Zoning Commission (Amended). Second Reading. Adoption.**

MOTION: Council Member Devens moved, seconded by Council Member Foster, to approve Ordinance 26-05 in second reading.

VOTE ON MOTION

Yays: 6 - Fleming, Devens, Lally, Foster, Greene and Stites

Absent: 1 - Witte

Motion carried.

**VIII. RESOLUTIONS**

**1. #26-31 - Urging the Governor of Alaska to Sign Senate Bill 174 Establishing an Alaska Invasive Species Council**

MOTION: Council Member Devens moved, seconded by Council Member Lally, to approve Resolution 26-31.

Council Member Devens spoke in favor of the resolution noting the adverse impacts of invasive species and commending the work of the legislature in passing the bill.

VOTE ON MOTION

Yays: 6 - Fleming, Devens, Lally, Foster, Greene and Stites

Absent: 1 - Witte

Motion carried.

**2. #26-32 - Amending the 2026 Budget by Accepting 2020 Copper River and Prince William Sound Salmon Disaster Relief from the Pacific States Marine Fisheries Commission Fishery Disaster Program in the Amount of \$60,411**

MOTION: Council Member Greene moved, seconded by Council Member Stites, to approve Resolution 26-32.

VOTE ON MOTION

Yays: 6 - Fleming, Devens, Lally, Foster, Greene and Stites

Absent: 1 - Witte

Motion carried.

**IX. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS**

**1. City Manager Report**

In addition to his written report, City Manager Duval highlighted the following:

- Chugachmiut Head Start commencing operations on June 10th.
- The 125th city anniversary celebration events and time capsule.
- Bart Hinkle stepping into the role of interim public works director.

## 2. City Clerk Report

Deputy Clerk Sorum-Birk shared about the upcoming legislative visit during the 125th celebration and the annual training for council, boards and commissions. She gauged whether council was interested in considering the resolution requested by the Alaska Permanent Fund Board of Trustees.

## 3. City Attorney Report

City Attorney Jack Wakeland noted that there weren't significant public updates in the last week and further discussion would take place in executive session.

## 4. City Mayor Report

Mayor Fleming shared about the plaque exchange aboard the M.S. Roald Amundsen, a cruise ship new to Port Valdez. He noted the positive comments he'd gotten from cruise passengers who fully enjoyed visiting Valdez and using the new trails.

## X. COUNCIL BUSINESS FROM THE FLOOR

Council Member Stites shared some updates about Prince William Sound College including the upcoming leadership transition and hiring of a new community and technical education director.

Council Member Devens spoke about the Nayurluku Park trails sharing excitement about the use they were getting and complimenting parks maintenance staff for their upkeep efforts.

Council Member Greene thanked the Providence Valdez representatives for the work session and expressed gratitude for the healthcare services available in the community.

Council Member Foster thanked the city manager and finance staff for getting her up to speed on her new Permanent Fund Committee assignment and welcomed Bart Hinkle back. She noted the concern raised by a citizen on harbor fees and asked about the process for revisiting the topic. City Manager Duval suggested that Council refer the issue back to the Ports and Harbors Commission to seek additional public feedback. Council Member Greene voiced support for the path forward.

Council Member Lally thanked Providence for the work session and noted he was looking forward to the 125th anniversary celebration and strategic planning sessions.

## XI. EXECUTIVE SESSION

Mayor Fleming excused himself from executive session due to a conflict and passed the gavel to Mayor Pro Tem Greene.

**XII. RETURN FROM EXECUTIVE SESSION**

Mayor Pro Tem Greene announced that the legal team was to proceed as directed in executive session.

**XIII. ADJOURNMENT**

Mayor Pro Tem Greene adjourned the meeting at 8:18 p.m.



Legislation Text

---

**File #:** 26-0249, **Version:** 1

---

**ITEM TITLE:**

Alaska Women's Business Center Update

**SUBMITTED BY:** Martha Barberio, Economic Development Director

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file.

**SUMMARY STATEMENT:**

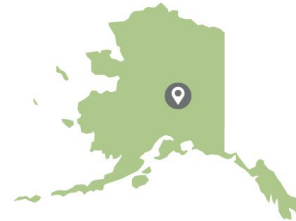
Carrie Jean Shephard, Alaska Women's Business Center Program Director, will give a status update for 2025 into 2026 on the various programs she assists with and spearheads for our local business community including, but not limited to:

- Valdez Small Business Conference support
- Business Builder Workshops
- Expanding advising and ecosystem support

# Supporting Small Business Growth in Valdez

**ALASKA**  
**WOMEN'S**  
**BUSINESS CENTER**

A PROGRAM OF BUSINESS IMPACT NW  
IN PARTNERSHIP WITH THE U.S. SBA



[www.businessimpactnw.org](http://www.businessimpactnw.org)

# Why We're Here

- ▶ Report on partnership outcomes, share business community observations, and discuss future opportunities.

# Who We Serve

- ▶ Tourism • Retail • Trades • Professional Services • Childcare • Food • Maritime

# How We Got Here



# Why Small Businesses Matter

Jobs • Local Ownership • Year-Round Economy •  
Community Resilience



# What the City Investment Supports

Training → Coaching → Connections →  
Capital Access → Business Growth

# 2026 Year-to-Date Impact

43  
Businesses  
Served

50.7 Jobs  
Created &  
Retained

\$21,000  
Capital  
Accessed

2 Capital  
Infusions

1 Business  
Start

Metrics as of  
June 9, 2026

# Beyond Training

- ▶ Coach • Connector
- Convener • Catalyst



*Valdez*  
**STORYTELLING  
COCKTAIL HOUR**

PREPARING FOR THE  
CITY'S 125TH ANNIVERSARY

TUESDAY  
4:00 – 6:00 PM

BEER, WINE &  
REFRESHMENTS  
PROVIDED

CONNECT.  
SHARE.  
CELEBRATE VALDEZ.

*An evening of storytelling, hometown pride & preparing for the City's 125<sup>th</sup> Anniversary.*

The graphic features a background image of the Valdez Museum entrance with a statue of a prospector. In the foreground, there are two cans of Valdez Brewing beer (Odyssey and Pilski), two glasses of wine, and a platter of cheese and crackers.

# Building the Valdez Business Ecosystem



Valdez Businesses at the center



City • BINW • SBA • PWSC • UAF Center for Innovation • Alaska Blue Economy Center • Lenders

# Business Success Stories

Sky's Skin @ Coastal Bronze



Sam's Spot



Stamm Homes LLC

# Bringing Expertise to Valdez

- ▶ ~50 attendees
- ▶ 14 presenters + City Department Power Hour

## COV POWER HOUR



**KASEY WALKER**  
CAPITAL FACILITIES DIRECTOR  
TOPIC: BIDS, CONTRACTS, & CURRENT PROJECTS

**KATE HUBER**  
COMMUNITY DEVELOPMENT DIRECTOR  
TOPIC: NEW PERMITTING SOFTWARE & BUSINESS LICENSES



**SARAH JORGENSEN-OWEN**  
COMMUNICATIONS MANAGER  
TOPIC: THE CITY OF VALDEZ 125TH CELEBRATIONS

**SHERI PIERCE**  
CITY CLERK  
TOPIC: CITIZEN'S ACADEMY



**JAY FULK** FULK LAW OFFICE

Jay Fulk owns and operates a law practice in Fairbanks and is an entrepreneur with a decade of experience running a wedding DJ business across Alaska. He and his wife also manage a Turo-based business in Fairbanks. Jay holds degrees in justice and business finance from UAF and earned his law degree in Boise. A father of three, he enjoys coaching youth basketball, traveling, and spending time outdoors, especially boating in Valdez.



**JEFF CONROY** CONROY LEADERSHIP CONSULTING

Jeff Conroy is a nonprofit executive, author, and leadership consultant with more than 30 years of experience. He champions intentional, people-focused leadership grounded in clarity and accountability, shaped by early work in fundraising, governance, and community engagement. As founder of Conroy Leadership Consulting, he helps organizations strengthen leaders, grow revenue, and implement practical strategies. Jeff is the author of three books, co-hosts the No More Leadership BS podcast, and holds a Master's in Organizational Leadership.



**JENNIFER CHRISTENSEN** SPARKSTORY MARKETING

Jen is the CEO of SparkStory, an AI-driven marketing agency helping small businesses grow smarter and more profitably. A 3x Inc. 5000 marketer and award-winning CMO, she has over 20 years of experience scaling companies, including driving 10x growth and successful exits. Jen is passionate about making advanced marketing and AI tools accessible to purpose-driven businesses. As a national speaker and trainer, she focuses on ethical, practical, results-driven marketing strategies.



**JORGE ARCINIEGA** SEED MEDIA

Jorge Arciniega is a brand strategist and creative leader with Seed Media, where he helps businesses and organizations clarify their messages, strengthen their brands, and grow with purpose. A husband, father of four, and Valdez resident for more than 20 years, he is passionate about serving others through clear communication, creative strategy, and meaningful brand development. Jorge is dedicated to helping people connect with the right audience and build momentum through the power of story.

## PRESENTERS

# Leveraging Local Investment

3X value delivered to conference attendees

\$28,500 estimated expert value delivered through conference experts



# Conference Outcomes & Next Steps



Action plans created



New statewide connections formed



Valdez Business Meetup launched



Emerging local business leadership and collaboration

# Opening Doors to Statewide Opportunities



UAF CENTER FOR INNOVATION



ALASKA BLUE ECONOMY CENTER



MARICULTURE



STARTUP SUPPORT



CAPITAL ACCESS

# What We're Seeing



More full-time businesses



Fewer hobby businesses



More growth-oriented entrepreneurs



Greater interest in funding



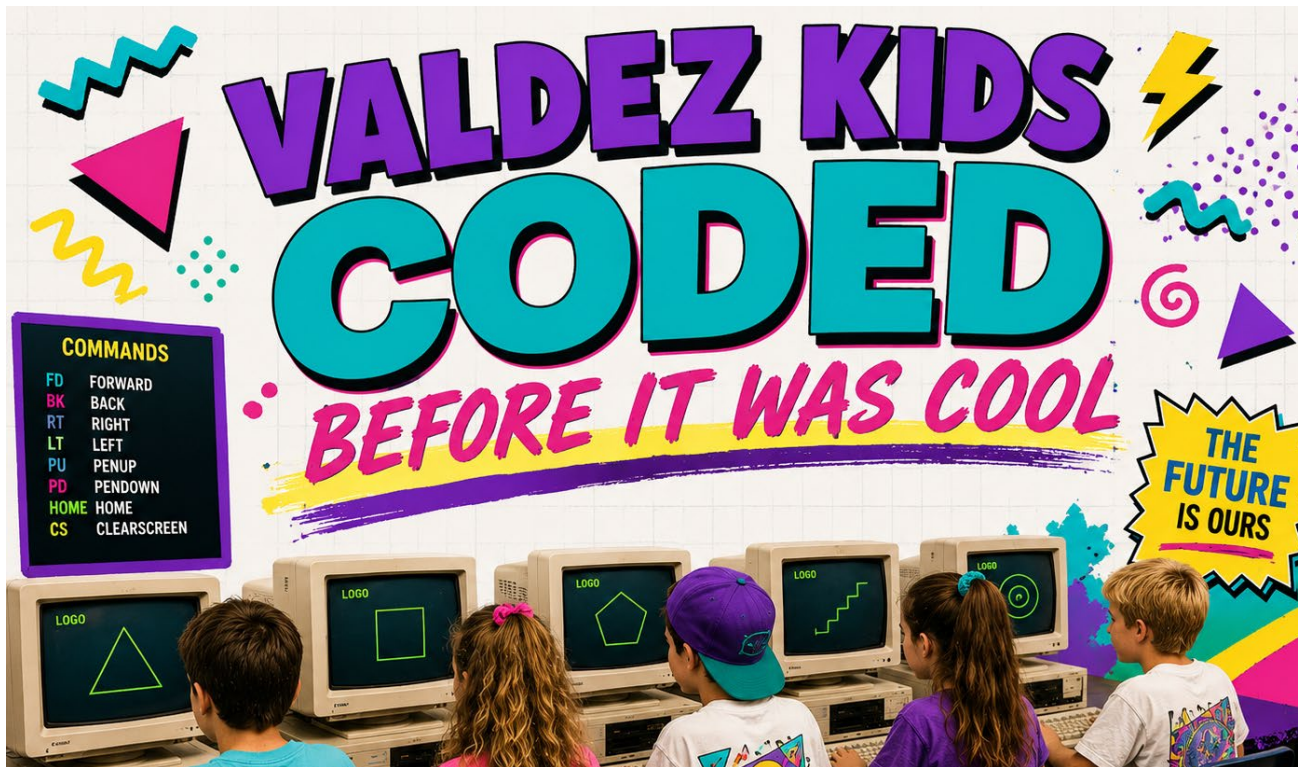
Emerging business leadership

# What Businesses Need

Workforce • Capital • Marketing • Technology •  
Financial Literacy • Housing

# Building on a Strong Foundation

- ▶ 2026: Profitability, sustainability, younger entrepreneurs, capital access, workforce pathways



## Preparing for the Next Era

Digital fluency • AI-powered tools • Automation •  
Marketplace expansion

# Future Opportunity



North Star Goals



Quarterly business outlook tracking



Measure business progress, not just activity



SMALL BUSINESS FINANCIAL EMPOWERMENT

# Thank You

Questions & Discussion



Legislation Text

---

**File #:** 26-0247, **Version:** 1

---

**ITEM TITLE:**

Approval To Go Into Executive Session Re: Discussion of Implications for City Revenues and Litigation Strategy Regarding Trans Alaska Pipeline System Ad Valorem Tax Issues

**SUBMITTED BY:** Jake Staser, City Attorney

**FISCAL NOTES:**

Expenditure Required: N/A  
Unencumbered Balance: N/A  
Funding Source: N/A

**RECOMMENDATION:**

[Click here to enter text.](#)

**SUMMARY STATEMENT:**

Alaska Statute AS 44.62.310 provides an exception to the Alaska Open Meetings law (AS 44.62.310) which allows the City Council to meet in executive session for the purpose of discussion related to:

1. Matters which involve litigation and where matters of which the immediate knowledge would clearly have an adverse effect upon the finances of the City.
2. Matters which by law, municipal charter, or ordinance are required to be confidential.

**Any formal action related to the discussion requiring a motion and vote of the governing body must be done in open session.**



## Legislation Text

---

**File #:** 26-0244, **Version:** 1

---

**ITEM TITLE:**

Approval of the City of Valdez's Annual Property and Casualty Insurance Renewal for the Period Beginning July 1, 2026 in the Amount of \$932,844 and Authorizing the City Manager to Execute Related Renewal Documents

**SUBMITTED BY:** Jordan Nelson, Finance Director

**FISCAL NOTES:**

Expenditure Required: \$932,844 for annual renewal; \$466,422 (50%) in 2025 Budget  
Unencumbered Balance: \$472,290  
Funding Source: Allocated among five funds and all staffed departments

**RECOMMENDATION:**

Approve the Annual Property and Casualty Insurance Renewal for the Period Beginning July 1, 2026 for the City of Valdez

**SUMMARY STATEMENT:**

Policywide increase of \$6,891, 0.7% is well below anticipated increases and 2026 insurance appropriations will be sufficient for needed expenditures (see below). Approval authorizes the City Manager to sign related renewal documentation.

Policy-Year (July - June) Premium Comparison

- Property/Auto/General Liability: increase \$33K, 5%
- Workers Comp: decrease -\$27K, -13%
- Broker Fee: unchanged \$36K, 0%
- Discounts\*:
  - unchanged \$0K, 0.1%
  - \*Loss Control Incentive is still being determined see memo on pages 6 & 7 titled "letter to members of APRA"
  - Increase in General Liability primarily due to increase in payroll impacting the Liability coverages with APRA and the increase in estimated sales on the Marine policy

City of Valdez/Valdez City School District Renewal:

- City of Valdez (COV) and Valdez City School District (VCS) share portions of this renewal for cost efficiency, these are primarily broker fees and property coverage.
- The COV and VCS insurance broker David Hale with Hale and Associates will attend the meeting in person to provide background information and field questions

*City of Valdez  
Valdez City School District*

***BROKERAGE SERVICES PROPOSAL***

*Effective*

*From: 07/01/2026 To: 07/01/2027*

*Presented by:*

David R. Hale, Market Leader  
&  
JoAnna Lewis, Client Executive III



100 Cushman Street, Suite 200  
Fairbanks, AK 99701

Phone: (907) 456-6671  
Fax: (907)452-5214

*Executive Summary*

---

This quote has been based on the information you provided to us and on which we have relied and is subject to the terms and conditions of the policy forms. In the event the information provided to the underwriters/(re)insurers is not complete and accurate, it may allow the underwriters/(re)insurers to avoid liability for a particular claim or to void the policy entirely. If any material information has been excluded or if any of the information provided is now inaccurate please advise us immediately in order that we can seek revalidation of terms with underwriters/(re)insurers.

This quote is valid until 07/01/2026 after which the pricing, terms, and conditions are subject to change. It does not constitute confirmation of full or further support of the placement at these terms; it is recommended, therefore, that you respond to us as soon as possible. We will not be responsible for any consequences that may arise from any delay or failure by you to respond to us by 06/24/2026.

You are requested to review this indication to confirm that it accurately reflects the coverage conditions, limits and other terms that you require. If the indication of coverage and terms does not accord with your instructions please kindly advise us immediately by contacting David Hale at (907) 456-6671.

Hale & Associates is committed to not only meeting your unique business demands, but to exceeding your expectations as a first-class insurance broker and risk management partner. We know you value:

- a personal relationship with an increased access to your account team
- state-of-the-art market knowledge and expertise
- enhanced claims advocacy
- quicker, more streamlined processes (e.g., claims filing, certificate issuance)

The following is your Service Team:

Hale & Associates a Trucordia Partner

Phone: (907) 456-6671

Fax: (907) 452-5214

**David Hale**  
**Market Leader**

[david.hale@trucordia.com](mailto:david.hale@trucordia.com)

Michael Hale  
Producer III

[michael.hale@trucordia.com](mailto:michael.hale@trucordia.com)

**JoAnna Lewis**  
**Client Executive III**

[joanna.lewis@trucordia.com](mailto:joanna.lewis@trucordia.com)

Tabatha Wilson  
Client Manager II

[tabatha.wilson@trucordia.com](mailto:tabatha.wilson@trucordia.com)

**Ashley Colvin**  
**Client Manager I**

[ashley.colvin@trucordia.com](mailto:ashley.colvin@trucordia.com)

Brittany Hale Sokolow  
Client Executive III

[brittany.sokolow@trucordia.com](mailto:brittany.sokolow@trucordia.com)

Shana Pilkinton  
Client Executive II

[shana.pilkinton@trucordia.com](mailto:shana.pilkinton@trucordia.com)

Nancy Harcourt  
Client Executive II

[nancy.harcourt@trucordia.com](mailto:nancy.harcourt@trucordia.com)

Arianna Marquis  
Client Manager II

[arianna.marquis@trucordia.com](mailto:arianna.marquis@trucordia.com)

**CITY OF VALDEZ / VALDEZ CITY SCHOOL DISTRICT  
PREMIUM SUMMARY**

	2026-27	2025-26	Change
<b>APRA</b>			
Property & Boiler & Machinery	\$340,966	\$343,608	(\$2,642)
GL & Public Officials	\$203,275	\$175,662	\$27,612
Workers' Compensation	\$182,534	\$209,092	(\$26,558)
Business Auto	\$59,744	\$62,348	(\$2,604)
Mobile Equipment (Drone)	\$95	\$95	\$0
Police Professional	\$42,272	\$36,903	\$5,368
APRA Broker Credit	(\$48,408)	(\$48,374)	(\$33)
<b>Sub Total</b>	<b>\$780,478</b>	<b>\$779,335</b>	<b>\$1,143</b>
<b>Marine</b>			
Zurich American	\$105,948	\$100,200	\$5,748
Public Employee Crime	\$5,418	\$5,418	\$0
Bonds (est.)	\$5,000	\$5,000	\$0
Brokerage Fee	\$36,000	\$36,000	\$0
<b>Grand Total</b>	<b>\$932,844</b>	<b>\$925,953</b>	<b>\$6,891</b>

<b>City:</b>	<b>2026-27:</b>	<b>2025-26:</b>
Reported Payroll:	\$13,890,572	\$13,577,753
Auto Count:	87	88
Workers' Compensation Experience Mod:	0.65	0.72
Marine: Est Gross Receipts	\$2,534,648	\$2,396,340
Property Values:	\$378,495,920	\$289,085,483
Property Rate per \$100 values	\$0.127	\$0.167
Total Property Premium (City + S.D.):	\$480,234	\$483,388

**Applicable Deductibles:**

General Liability Deductible: \$0 /EPL Deductible: \$10,000

Auto Liability Deductibles: \$0

Police Professional Deductible: \$10,000

Property Deductibles: \$100,000

Equipment Deductibles: \$5,000

Cyber Liability Deductible: \$100,000

Equipment Breakdown for Power Generating Equipment:

Individual generating equipment over 2,000 kW / 2 MW are subject to a \$250,000 deductible.

Individual generating equipment over 5,000 kW / 5 MW are subject to a \$500,000 deductible.

***City of Valdez  
APRA Package***

To members of the Alaska Public Risk Alliance (APRA):

Attached is the summary of the contributions required for your Policy Year 2026-2027 coverage. Contributions reflect current exposures, coverage selections, and APRA's overall loss experience. Compared to recent years, many members will see smaller changes, and some may see decreases, depending on their individual exposures and loss history.

Members that have increased exposures—such as adding vehicles or property, increasing payroll, or experiencing higher building replacement costs—may see larger contribution changes than members whose exposures remain stable.

### **Property values and coverage**

You may have noticed that the property values on the schedules we sent in March increased from what is listed on your current policy. The APRA property policy provides coverage for the full replacement cost of a destroyed building. This is a significant benefit, but it requires accurate valuations so covered buildings are insured to full replacement cost.

To meet this standard, APRA contracted with a third-party estimator to develop professional replacement-cost valuations for all of our members' larger properties over a four-year period. Some properties were completed in 2025; the remaining valuations will be completed from 2026 through 2028. To promote consistency among members while valuations are in progress, we are also adjusting values for some buildings that have not yet been professionally valued, taking location and use factors into account, to move them in the direction of what we believe to be an appropriate valuation.

We recognize that increased values translate to increased cost. Municipal members who do not want to insure a building for its full replacement cost may elect to list the building on an "Agreed Amount Endorsement," which limits coverage to a stated amount. This option is less expensive than full replacement cost coverage, but it also means greater risk to the member should that building be destroyed.

School district buildings subject to AS 14.03.150 are required by law to be insured for their full replacement cost and not allowed to be insured for an "Agreed Amount". For these buildings only, if their indicated increase is more than 10%, we will allow those values to be phased in over a three-year period. If you wish to have this option for any of the buildings on your schedule, please let us know.

Buildings listed on the Agreed Amount Endorsement are marked as such on the Property Coverage Summary attached to this document. If you would like a marked building covered for full replacement cost, or if you would like to limit another building to an agreed amount, please let us know.

## Loss Control Incentives

APRA offers a loss control incentive program to encourage members to participate in activities designed to reduce losses. Details for the 2026-2027 policy year program will be shared with members as they are finalized.

## Factors Influencing Contributions

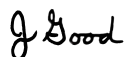
The contributions quoted here for liability and workers' compensation are based on estimates of what you will pay your employees next year. The final numbers may differ from these estimates. After the year ends (in the summer of 2027), we will request your actual payroll amounts, and the liability and workers' compensation contributions will be adjusted accordingly.

The contributions shown also include a factor that reflects each member's historical loss experience. Members with few or no losses receive a small credit, while members with higher losses pay higher contributions. This approach helps promote fairness among members and rewards loss prevention. When members avoid or reduce losses, costs are lower for everyone in the pool, and we are here to help you achieve that.

Members working with a broker receive a broker credit equal to 5% of their contribution amount, up to a maximum of \$50,000. If you are working with a broker, you will see this credit at the bottom of your contribution summary.

If you have questions about the quoted contributions or need additional explanation, please contact your broker (if applicable) or the APRA underwriter you have been working with. If you are not sure which underwriter to contact, call APRA at 907-560-2010 and we will connect you with the right person. You are also welcome to call me with questions about your coverage or contribution.

We value the opportunity to serve our members and appreciate your partnership in managing risk across Alaska's public entities. We will continue to share information about APRA's services, coverage, and operations throughout the year, and we welcome your questions and suggestions.



Jeff Good  
Executive Director, APRA  
(907) 560-2034



# Alaska Public Risk Alliance

## Program Contribution Summary

### City of Valdez

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

Broker: David Hale

Broker Firm: Hale & Associates

#### Property & Mobile Equipment

	Aggregate Limit of Insurance	Deductible	Total Stated Value	Net Contribution
<b>PROPERTY - ALL RISK</b>				
Buildings, Contents, Docks, Other	\$250,000,000	As Scheduled	\$378,495,920	\$480,233.82
Fine Arts				None Scheduled
Mobile Equipment	\$10,000,000	As Scheduled	\$39,000	\$95.20
<b>EARTHQUAKE &amp; FLOOD COVERAGE</b>	\$150,000,000	As Scheduled		Included
<b>EQUIPMENT BREAKDOWN COVERAGE</b>	\$250,000,000	As Scheduled		Included
<b>TERRORISM COVERAGE</b>	\$250,000,000	\$25,000		Included
			<b>\$378,534,920</b>	
				<b>Net Property Contribution: \$480,329.02</b>
				<b>Property Broker Commission: \$0.00</b>
				<b>Total Property Contribution: \$480,329.02</b>

#### Liability

	Limit of Insurance	Deductible	Estimated Payroll/ Receipts	Net Contribution
<b>LIABILITY</b>				
Comprehensive General Liability	\$15,500,000 *	\$0	\$13,890,572	\$203,274.63
Liquor Liability	No Coverage	No Coverage	No Coverage	No Coverage
Law Enforcement Liability	\$15,500,000	\$10,000	\$1,662,100	\$42,271.64
<b>VOLUNTEER MEDICAL COVERAGE</b>	50,000	\$250		Included
				<b>Net Liability Contribution: \$245,546.27</b>
				<b>Liability Broker Commission: \$0.00</b>
				<b>Total Liability Contribution: \$245,546.27</b>

#### Vehicle Coverage

	Limit of Insurance	Deductible	Vehicle Counts/Insured Values	Net Contribution
Vehicle Liability	\$15,500,000	\$0	87	\$25,875.00
Physical Damage	As Scheduled	As Scheduled	\$4,246,682	\$33,869.47
UM/UIIM Bodily Injury	\$1,000,000	\$0		Included
UM/UIIM Physical Damage	\$25,000	\$1,000		Included
Non-Owned Vehicle Liability	\$15,500,000	\$0		Included
Non-Owned Vehicle Physical Damage	\$75,000	\$2,500		Included
				<b>Net Vehicle Contribution: \$59,744.47</b>
				<b>Vehicle Broker Commission: \$0.00</b>
				<b>Total Vehicle Contribution: \$59,744.47</b>



# Alaska Public Risk Alliance

## Program Contribution Summary

### City of Valdez

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

Broker: David Hale

Broker Firm: Hale & Associates

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

#### Workers' Compensation

	Limit of Insurance	Deductible	Estimated AK Payroll	Net Contribution
WORKERS' COMPENSATION	Statutory	\$0	\$13,890,570	\$182,533.69
EMPLOYER'S LIABILITY	\$3,000,000	\$0		Included
				<b>Net WC Contribution: \$182,533.69</b>
				<b>WC Commission: \$0.00</b>
				<b>Total WC Contribution: \$182,533.69</b>

#### Specialty Coverages \*\*

	Limit of Insurance	Deductible	Net Contribution
PUBLIC ENTITY CRIME COVERAGE	\$1,000,000	\$25,000	Included
POLLUTION COVERAGE	\$2,000,000	\$250,000	Included
CYBER COVERAGE (Aggregate limit)	\$10,000,000	\$100,000***	Included

<b>Total Net Contribution</b>	<b>\$968,153.45</b>
<b>Total Broker Commission</b>	<b>\$0.00</b>
<b>Total Gross Contribution Before Broker Credit</b>	<b>\$968,153.45</b>
<b>Broker Credit</b>	<b><u>-\$48,407.67</u></b>
<b>Total Contribution</b>	<b>\$919,745.78</b>

\* Sublimits for Sexual Abuse and Molestation Coverage: \$1,000,000 per victim / \$5,000,000 aggregate per perpetrator

\*\* Details of the sublimits by coverage type for the Specialty Coverages will be provided separately

\*\*\*Estimated amount. The cyber deductible is based on the member's annual payroll reported to APRA as of the date of loss



**APRA** Alaska Public Risk Alliance  
**Property Contribution Summary**

**City of Valdez**

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

Broker: David Hale

Broker Firm: Hale & Associates

APRA Building ID#	Description	Location	City	SqFt	Building and Other Structures Value	Contents & EDP Value	Total Replacement Value	Deductible*	Covg Limited To Agreed Amount		Net Contribution
									Bldg/Structure	Contents	
122C-001	City Hall-Police	212 Chenega	Valdez	19,000	14,035,593	2,000,000	16,035,593	100,000	N	N	\$20,964.74
122C-007	Council Chambers	211 Fairbanks Drive	Valdez	4,000	2,099,813	0	2,099,813	100,000	N	Y	\$2,664.35
122C-008	Library	212 Fairbanks	Valdez	13,300	7,190,048	0	7,190,048	100,000	N	Y	\$9,179.71
122C-009	Museum	217 Egan	Valdez	8,500	4,819,543	0	4,819,543	100,000	N	Y	\$6,021.45
122C-010	Valdez Civic Center (Theater)	110 Clifton	Valdez	33,000	21,062,283	500,000	21,562,283	100,000	N	N	\$28,328.02
122C-011	Well House #7 - Pub.W.Bldg with 500,000 gal Tank	311 Dylen Drive	Valdez	800	1,426,179	0	1,426,179	100,000	N	Y	\$1,688.99
122C-012	Cliffside Tank - Water Dept with 750,000 gal Tank	1246 Mineral Creek Rd	Valdez	0	696,887	0	696,887	100,000	Y	Y	\$675.93
122C-013	Wellhouse #11 - 750,000 gal Tank	347 Hanagita	Valdez	570	870,458	0	870,458	100,000	N	Y	\$927.78
122C-014	Wellhouse #21 - 500,000 gal Tank	428 W Hanagita - South Building	Valdez	225	458,136	0	458,136	100,000	N	Y	\$542.56
122C-015	Wellhouse #31 - 100kw Genset	429 W Hanagita - North Building	Valdez	460	702,475	0	702,475	100,000	N	Y	\$831.93
122C-016	VMF Shop	602 W. Egan	Valdez	7,700	3,550,000	500,000	4,050,000	100,000	N	N	\$5,051.69
122C-017	VMF Warehouse	602 W. Egan	Valdez	4,000	1,384,000	0	1,384,000	100,000	N	Y	\$1,639.04



**APRA** Alaska Public Risk Alliance  
**Property Contribution Summary**

**City of Valdez**

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

Broker: David Hale

Broker Firm: Hale & Associates

APRA Building ID#	Description	Location	City	SqFt	Building and Other Structures Value	Contents & EDP Value	Total Replacement Value	Deductible*	Covg Limited To Agreed Amount		Net Contribution
									Bldg/Structure	Contents	
122C-018	Warehouse #1/Museum Annex	436 South Hazelet	Valdez	20,780	5,170,502	0	5,170,502	100,000	N	Y	\$7,210.04
122C-019	Airport Term Bldg W/Ctrl Tower	300 Valdez Airport Road	Valdez	31,500	15,255,422	0	15,255,422	100,000	N	Y	\$22,139.23
122C-020	Senior Center	1300 E. Hanagita	Valdez	18,850	10,132,970	500,000	10,632,970	100,000	N	N	\$13,766.76
122C-021	Alpine Fire Station 4	5040 Richardson Highway	Valdez	2,500	1,076,540	0	1,076,540	100,000	N	Y	\$1,274.92
122C-022	Robe River Fire Station 3	124 River Drive	Valdez	2,500	1,180,381	0	1,180,381	100,000	N	Y	\$1,397.90
122C-023	Recreation Center	414 W. Hanagita	Valdez	6,272	3,123,344	0	3,123,344	100,000	N	Y	\$3,761.58
122C-024	Gilson Medical Clinic	1001 Meals Ave.	Valdez	6,000	3,829,748	2,000,000	5,829,748	100,000	N	N	\$8,185.95
122C-025	High School	319 Robe River Drive	Valdez	99,000	48,899,760	1,200,000	50,099,760	100,000	N	N	\$66,348.88
122C-026	Pool	319 Robe River Drive	Valdez	25,000	9,894,224	1,000,000	10,894,224	100,000	N	N	\$15,683.14
122C-027	High School Generator Building	319 Robe River Drive	Valdez	667	242,875	0	242,875	100,000	N	Y	\$287.63
122C-028	Elementary School	1112 W. Klutina Street	Valdez	96,000	45,800,994	1,000,000	46,800,994	100,000	N	N	\$61,953.89
122C-029	Elementary Generator Building	1112 W. Klutina Street	Valdez	667	244,857	0	244,857	100,000	N	Y	\$289.98
122C-030	School Dist. Admin Building	1112 W. Klutina Street	Valdez	7,056	4,204,364	0	4,204,364	100,000	N	Y	\$5,779.82



**Alaska Public Risk Alliance**  
**Property Contribution Summary**

**City of Valdez**

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

Broker: David Hale

Broker Firm: Hale & Associates

APRA Building ID#	Description	Location	City	SqFt	Building and Other Structures Value	Contents & EDP Value	Total Replacement Value	Deductible*	Covg Limited To Agreed Amount		Net Contribution
									Bldg/Structure	Contents	
122C-031	Building Maint-P&R Covered Strg	555 W. Egan	Valdez	6,000	3,150,000	0	3,150,000	100,000	N	Y	\$3,797.10
122C-032	Gilson Middle School	357 Robe River Dr.	Valdez	56,759	36,888,678	1,000,000	37,888,678	100,000	N	N	\$45,071.90
122C-033	Hospital	911 Meals	Valdez	71,166	64,262,898	3,000,000	67,262,898	100,000	Y	Y	\$80,293.99
122C-034	Well House #4 1-750,000 gal tank	1104 West Egan	Valdez		737,880	0	737,880	100,000	Y	Y	\$715.69
122C-035	Well House #6 & WH Storage 1-500,000 gal tank	300 Atigun	Valdez	1,125	1,305,622	0	1,305,622	100,000	N	Y	\$1,546.22
122C-036	Baler Building	500 South Sawmill Drive	Valdez	13,425	4,151,431	0	4,151,431	100,000	N	Y	\$5,131.32
122C-037	Animal Shelter	276 E. Egan	Valdez	4,800	2,403,917	0	2,403,917	100,000	N	Y	\$2,803.08
122C-038	Crooked Creek Center	597 East Egan Drive	Valdez	1,000	584,271	0	584,271	100,000	Y	Y	\$622.75
122C-039	Building Maint-P&Rec Shop	555 W. Egan	Valdez	13,000	5,480,645	1,000,000	6,480,645	100,000	N	N	\$8,234.56
122C-040	Fire Station 1	407 W. Pioneer	Valdez	18,313	18,258,247	2,000,000	20,258,247	100,000	N	N	\$23,931.57
122C-041	VCT Northstar Warehouse	VCT Terminal Dock	Valdez	3,500	1,781,640	0	1,781,640	100,000	N	Y	\$2,193.35
122C-042	Small Boat Harbor Office	300 N Harbor Drive	Valdez	2,800	2,123,869	0	2,123,869	100,000	N	Y	\$2,429.97
122C-043	New Harbor Warehouse	196 South Harbor Drive	Valdez	3,000	2,367,350	0	2,367,350	100,000	N	Y	\$3,060.40



**APRA** Alaska Public Risk Alliance  
**Property Contribution Summary**

**City of Valdez**

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

Broker: David Hale

Broker Firm: Hale & Associates

APRA Building ID#	Description	Location	City	SqFt	Building and Other Structures Value	Contents & EDP Value	Total Replacement Value	Deductible*	Covg Limited To Agreed Amount		Net Contribution
									Bldg/Structure	Contents	
122C-044	New Harbor Bilge Water Bldg	196 South Harbor Drive	Valdez	1,300	1,588,205	0	1,588,205	100,000	N	Y	\$1,716.30
122C-045	Kelsey Dock Interpretive Center	460 Ferry Way	Valdez	1,500	1,929,087	0	1,929,087	100,000	N	Y	\$2,170.46
122C-049	STP Headworks Building	775 South Sawmill Drive	Valdez	1,091	1,233,202	0	1,233,202	100,000	N	Y	\$1,314.41
122C-050	Lift Station #1	286 E. Egan	Valdez	2,187	2,796,400	0	2,796,400	100,000	N	Y	\$3,325.99
122C-051	VMF Vehicle Covered Storage	602 W. Egan	Valdez	4,000	1,251,182	0	1,251,182	100,000	N	Y	\$1,481.75
122C-052	Bus Barn (no buses stored)	613 W. Egan	Valdez	6,000	3,150,000	0	3,150,000	100,000	N	Y	\$3,797.10
<b>Building Count: 44</b>					<b>362,795,920</b>	<b>15,700,000</b>	<b>378,495,920</b>				<b>\$480,233.82</b>

\* Deductible applies to all coverages except equipment breakdown. Equipment breakdown carries a \$25,000 deductible, except power generating equipment, which carries a \$50,000 deductible. Locations with individual generating equipment over 2,000 kW / 2 MW are subject to a \$250,000 deductible. Locations with individual generating equipment over 5,000 kW / 5 MW are subject to a \$500,000 deductible.



**Alaska Public Risk Alliance**  
**Fine Arts Contribution Summary**

**City of Valdez**

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

Broker: David Hale  
 Broker Firm: Hale & Associates

Serial / Catalog #	Description	Location	Stated Value	Net Contribution
	None Scheduled		0	\$0.00
<b>Total</b>			<b>0</b>	<b>\$0.00</b>



**Alaska Public Risk Alliance**  
**Equipment Contribution Summary**

**City of Valdez**

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

Broker: David Hale

Broker Firm: Hale & Associates

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

Equipment ID#	Serial #	Model Year	Make	Model	Deductible	Stated Value	Net Contribution
	FA3WY4C9XP		DJI	Matrice 210 Drone	5,000	39,000	\$95.20
<b>1 Item</b>						<b>39,000</b>	<b>\$95.20</b>



# Alaska Public Risk Alliance

## Vehicle Contribution Summary

### City of Valdez

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

Broker: David Hale

Broker Firm: Hale & Associates

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Contribution	Phys Damg Contribution	Net Contribution
2920	1FDKF38G5VEB42814	1997	Ford	Pickup F350		No		\$275.00	\$0.00	\$275.00
	1FTSX21586EC54058	2006	Ford	F250 Super Duty		No		\$275.00	\$0.00	\$275.00
	1FTWX315X8EC22318	2008	Ford	F350		No		\$275.00	\$0.00	\$275.00
	1FDAX57Y58EE24941	2008	Ford	F550		No		\$275.00	\$0.00	\$275.00
	JNAPC81L79AF75061	2009	Elgin/NISSIAN	Sweeper		No		\$275.00	\$0.00	\$275.00
	1FTVX14V99KC73453	2009	Ford	F150		No		\$275.00	\$0.00	\$275.00
	1NPTLUOXO9D777057	2009	Peterbilt	Fire Truck-T3	227,426	Yes	1,000	\$425.00	\$1,809.01	\$2,234.01
	1FDWF3HRXAEB17226	2010	Ford	Ambulance-Ems2	160,290	Yes	1,000	\$425.00	\$1,271.92	\$1,696.92
	4P1CV01H6AA010666	2010	Pierce	Pump Tanker-E2	511,671	Yes	1,000	\$425.00	\$4,082.97	\$4,507.97
	1FTVX1EF9BKD92763	2011	Ford	F150		No		\$275.00	\$0.00	\$275.00
	1FTBF2B6XBEB00519	2011	Ford	F250		No		\$275.00	\$0.00	\$275.00
	1M2AU02C4BM004995	2011	Mack/HEIL	Garbage Truck		No		\$425.00	\$0.00	\$425.00
	1FMJK1J50CEF05697	2012	Ford	Expedition		No		\$275.00	\$0.00	\$275.00
	1FT7X2B65CEC31698	2012	Ford	F250		No		\$275.00	\$0.00	\$275.00
	1FD8X3G6XCEC98795	2012	Ford	F350		No		\$275.00	\$0.00	\$275.00



**APRA** Alaska Public Risk Alliance  
**Vehicle Contribution Summary**

**City of Valdez**

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

Broker: David Hale

Broker Firm: Hale & Associates

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Contribution	Phys Damg Contribution	Net Contribution
	1FDRF3H60CEC56139	2012	Ford	F350		No		\$275.00	\$0.00	\$275.00
	1FT8W3B67CEC31697	2012	Ford	F350		No		\$275.00	\$0.00	\$275.00
	1HTWCAAR4CJ086628	2012	International	Truck W/ STELLAR		No		\$275.00	\$0.00	\$275.00
	4P1CV01D2CA012625	2012	Pierce	Pumper/Velocity Chassis-E4	595,526	Yes	1,000	\$425.00	\$4,753.81	\$5,178.81
	1FMCU9GX5DUC80517	2013	Ford	Escape		No		\$275.00	\$0.00	\$275.00
	1FMCU9GX7DUC80518	2013	Ford	Escape		No		\$275.00	\$0.00	\$275.00
	1FT8W3B68DEB30282	2013	Ford	F350		No		\$275.00	\$0.00	\$275.00
	1HTWNZT3DJ296200	2013	International	Vactor 2100 Plus		No		\$275.00	\$0.00	\$275.00
	1NPTL4EX1DD201110	2013	Peterbilt	Tanker Truck-T4	399,915	Yes	1,000	\$425.00	\$3,188.92	\$3,613.92
	1GB0G2CG8E1117220	2014	Chevrolet	3500 Express		No		\$275.00	\$0.00	\$275.00
	1FTFX1EF7EKE73902	2014	Ford	F150		No		\$275.00	\$0.00	\$275.00
	1GB3KYCG4FF556594	2015	Chevrolet	Silverado		No		\$275.00	\$0.00	\$275.00
	1GNSK3EC7FR295049	2015	Chevrolet	Tahoe 1500		No		\$275.00	\$0.00	\$275.00
	1FT8W3B66FED18236	2015	Ford	Crew Cab		No		\$275.00	\$0.00	\$275.00
	1FMCU9GX6FUC13850	2015	Ford	Escape		No		\$275.00	\$0.00	\$275.00



**APRA** Alaska Public Risk Alliance  
**Vehicle Contribution Summary**

**City of Valdez**

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

Broker: David Hale

Broker Firm: Hale & Associates

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Contribution	Phys Damg Contribution	Net Contribution
	1FMCU9GX8FUC13851	2015	Ford	Escape		No		\$275.00	\$0.00	\$275.00
	1FT7X2B64FED18237	2015	Ford	F250		No		\$275.00	\$0.00	\$275.00
	1FT7X2B68FEA88556	2015	Ford	F250		No		\$275.00	\$0.00	\$275.00
	1GD421CG2FF511026	2015	GMC	Sierra		No		\$275.00	\$0.00	\$275.00
	1GD521CG0FZ128981	2015	GMC	Sierra 3500		No		\$275.00	\$0.00	\$275.00
	1FDUF5HT3GEC75267	2016	Ford	Ambulance EMS4	177,196	Yes	1,000	\$425.00	\$1,407.17	\$1,832.17
	1GD42VCG9GF169924	2016	GMC	Sierra 3500HD		No		\$275.00	\$0.00	\$275.00
	4P1BAHGF5GA016768	2016	Pierce	Rescue Pumper	758,235	Yes	1,000	\$425.00	\$6,055.48	\$6,480.48
	1GCZGGFG2H1283457	2017	Chevrolet	Express		No		\$275.00	\$0.00	\$275.00
	1HA3GSCG4HN006584	2017	Chevrolet	Express		No		\$275.00	\$0.00	\$275.00
	1GNSKFECXHR330686	2017	Chevrolet	Tahoe		No		\$275.00	\$0.00	\$275.00
	MV 41024	2017	Elgin	Vacuum Street Sweeper		No		\$275.00	\$0.00	\$275.00
	1GB2KUEG2JZ328537	2018	Chevrolet	2500 D/C W/T		No		\$275.00	\$0.00	\$275.00
	1GB1KUEG2JF257840	2018	Chevrolet	2500 HD Crew		No		\$275.00	\$0.00	\$275.00
	1GB1KUEG5JF259923	2018	Chevrolet	2500 HD Crew		No		\$275.00	\$0.00	\$275.00



**APRA** Alaska Public Risk Alliance  
**Vehicle Contribution Summary**

**City of Valdez**

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

Broker: David Hale

Broker Firm: Hale & Associates

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Contribution	Phys Damg Contribution	Net Contribution
	1GC1KUEG8JF284505	2018	Chevrolet	Silverado 2500		No		\$275.00	\$0.00	\$275.00
	1GNSKFECXJR353844	2018	Chevrolet	Tahoe		No		\$275.00	\$0.00	\$275.00
	1FMCU9GD0JU37799	2018	Ford	Escape		No		\$275.00	\$0.00	\$275.00
102	1GD07RFG2J1160540	2018	GMC	3500 Savana		No		\$275.00	\$0.00	\$275.00
	3BPDL70X8JF160774	2018	Peterbilt	520 Truck		No		\$275.00	\$0.00	\$275.00
103	491BAAGFOKA019593	2018	Pierce	Velocity Pumper	703,217	Yes	1,000	\$425.00	\$5,615.34	\$6,040.34
	2GB2KREG5K1186773	2019	Chevrolet	2500 Double Cab		No		\$275.00	\$0.00	\$275.00
	2GB2KREG6K1187866	2019	Chevrolet	Silverado		No		\$275.00	\$0.00	\$275.00
	1GCUYAEF7KZ310044	2019	Chevrolet	Silverado 1500		No		\$275.00	\$0.00	\$275.00
	1GCUYAEF9KZ310787	2019	Chevrolet	Silverado 1500		No		\$275.00	\$0.00	\$275.00
	1GNSKFEC2KR355220	2019	Chevrolet	Tahoe SSV		No		\$275.00	\$0.00	\$275.00
	1GNSKFEC6KR347198	2019	Chevrolet	Tahoe SSV		No		\$275.00	\$0.00	\$275.00
	1GNSKFKCOKR355091	2019	Chevrolet	Tahoe SSV		No		\$275.00	\$0.00	\$275.00
	1FMCU9GD2KUB64579	2019	Ford	Escape SE		No		\$275.00	\$0.00	\$275.00
	1FBZX2YM1KKB26031	2019	Ford	Quigley Pass Van		No		\$275.00	\$0.00	\$275.00



**APRA** Alaska Public Risk Alliance  
**Vehicle Contribution Summary**

**City of Valdez**

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

Broker: David Hale

Broker Firm: Hale & Associates

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Contribution	Phys Damg Contribution	Net Contribution
	NM0LE7E2XK1430517	2019	Ford	Transit Connect XL		No		\$275.00	\$0.00	\$275.00
	3BPDL70X9LF106760	2019	Peterbilt	520 Trash Truck		No		\$425.00	\$0.00	\$425.00
	1FM5K8AB8MGB46850	2021	Ford	Explorer		No		\$275.00	\$0.00	\$275.00
	1FTFW1E52MFA54597	2021	Ford	F150		No		\$275.00	\$0.00	\$275.00
	1FTFW1E59MFB63848	2021	Ford	F150		No		\$275.00	\$0.00	\$275.00
	1FTFX1E50MKE06628	2021	Ford	F150		No		\$275.00	\$0.00	\$275.00
	3BPDLK0XINF112624	2021	Peterbilt	520 Labrie ASL Refuse Body		No		\$275.00	\$0.00	\$275.00
NULL	1NPCL40X0ND780650	2021	Peterbilt	567 w/ Steller Henderson San		No		\$275.00	\$0.00	\$275.00
	1FM5K8AB1NGB48098	2022	Ford	Explorer		No		\$275.00	\$0.00	\$275.00
	1FM5K8ABLNGB48098	2022	Ford	Explorer		No		\$275.00	\$0.00	\$275.00
	1FM5K8ABXNGB48200	2022	Ford	Explorer		No		\$275.00	\$0.00	\$275.00
	1FVDCYFE2NHND3602	2022	Freightliner	Fire Truck	419,426	Yes	1,000	\$425.00	\$3,345.01	\$3,770.01
	1FM5K8AB7PGB37772	2023	Ford	Explorer		No		\$275.00	\$0.00	\$275.00
	1FM5K8ABXPGB37684	2023	Ford	Explorer		No		\$275.00	\$0.00	\$275.00



**APRA** Alaska Public Risk Alliance  
**Vehicle Contribution Summary**

**City of Valdez**

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

Broker: David Hale

Broker Firm: Hale & Associates

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Contribution	Phys Damg Contribution	Net Contribution
	1FDUF4HNOPE60613	2023	Ford	F450 Paraliner Ambulance EMS1	293,780	Yes	1,000	\$425.00	\$2,339.84	\$2,764.84
	1GC4YLE75RF378925	2024	Chevrolet	Silverado 2500		No		\$275.00	\$0.00	\$275.00
	1GC5YLE77RF432147	2024	Chevrolet	Silverado 2500		No		\$275.00	\$0.00	\$275.00
	1FTFX1L58RKF38868	2024	Ford	F150		No		\$275.00	\$0.00	\$275.00
	1FTFX1L59RKF41147	2024	Ford	F150		No		\$275.00	\$0.00	\$275.00
	1FT7X2BA3REE78344	2024	Ford	F250		No		\$275.00	\$0.00	\$275.00
	3BPDLK0X9RF118810	2024	Peterbilt	Trash Truck		No		\$425.00	\$0.00	\$425.00
	1GC4KLE74SF281691	2025	Chevrolet	Silverado 2500		No		\$275.00	\$0.00	\$275.00
	1FM5K8AB0SGB87339	2025	Ford	Explorer		No		\$275.00	\$0.00	\$275.00
	1FM5K8AB2SGB96141	2025	Ford	Explorer		No		\$275.00	\$0.00	\$275.00
	1FM5K8AB4SGA06954	2025	Ford	Explorer		No		\$275.00	\$0.00	\$275.00
	1N9CLOX5SD698389	2025	Peterbilt	Truck Model 567		No		\$275.00	\$0.00	\$275.00
	1FDF5GTXTDA01784	2026	Ford	F550 Mini Rear Loader Truck		No		\$275.00	\$0.00	\$275.00



**APRA** Alaska Public Risk Alliance  
**Vehicle Contribution Summary**

**City of Valdez**

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

Broker: David Hale

Broker Firm: Hale & Associates

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Contribution	Phys Damg Contribution	Net Contribution	
<b>Total Vehicle Count: 87</b>		<b>Total Insured Value: 4,246,682</b>							<b>\$25,875.00</b>	<b>\$33,869.47</b>	<b>\$59,744.47</b>



## Workers' Compensation Contribution Summary

### City of Valdez

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

Broker: David Hale

Broker Firm: Hale & Associates

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

Class Code	WC State	Class Description	Payroll	Experience Mod	Net Contribution	WC Rate per \$100 of Payroll
5509	AK	Street, Road, Maintenance	798,243	0.650	\$16,147.89	2.0229
6836	AK	Harbor, Marine	631,032	0.650	\$12,012.50	1.9036
7520	AK	Water Works Operators, Drivers	256,375	0.650	\$3,414.30	1.3318
7580	AK	Sewage Treatment Operators, Drivers	256,375	0.650	\$4,780.69	1.8647
7710	AK	Firefighters & Drivers	1,115,736	0.650	\$35,534.15	3.1848
7711	AK	Firefighters & Drivers~Volunteers	22,330	0.650	\$711.17	3.1848
7720	AK	Police Officers	1,662,100	0.650	\$31,877.30	1.9179
8810	AK	Clerical, Professional, Elected Officials	6,061,099	0.650	\$11,160.82	0.1841
8831	AK	Animal Control Officers	241,940	0.650	\$2,353.02	0.9726
9015	AK	Building, Operators, Owners, Lease	1,249,875	0.650	\$25,332.72	2.0268
9102	AK	Parks and Recreation	663,857	0.650	\$12,413.55	1.8699
9154	AK	Theater Employees	336,885	0.650	\$3,713.27	1.1022
9403	AK	Refuse Collectors	594,725	0.650	\$23,082.31	3.8812
			<b>13,890,570</b>		<b>\$182,533.69</b>	



## Workers' Compensation Contribution Summary

### City of Valdez

AcctID# 122C

Policy Year: July 1, 2026 - July 1, 2027

**Quote #3--Updated Coverage for Properties: 012,015,034,038,044,050**

Broker: David Hale

Broker Firm: Hale & Associates

***City of Valdez***  
***Marine***



Amwins Insurance Brokerage, LLC  
725 S. Figueroa St. Suite 1900  
Los Angeles, CA 90017

## Marine Comprehensive Liability Quotation

Renewal: MAR 3545547 25

Quote Date: 06/02/2026

Quotation valid for 30 days

### Insured Name

Name: City of Valdez  
Address: Harbor Drive  
Valdez, AK 99686

## General Conditions

Policy Period: **07/01/2026 to 07/01/2027** 12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

Forms:

**Zurich Issued Policy Forms**

*Base Forms:* Zurich Marine Comprehensive Liability Declarations Schedule

Zurich MCL Common Conditions

MCL Commercial General Liability

MCL Wharfinger's Liability Coverage

MCL Marina Operators Liability Coverage

MCL Stevedore's Liability Coverage

MCL Terminal Operators Liability Coverage

MCL Protection & Indemnity Coverage

*Required:* Cyber Exclusion Clause (AIMU)

AIMU: Communicable Disease Exclusion

AIMU: Chemical, Biological, Biochemical, and Electromagnetic Exclusion Clause

AIMU: Extended Radioactive Contamination Exclusion Clause With U.S.A. Endorsement

Sanctions Endorsement

Alaska Dept Of Commerce and Economic Development Division of Insurance Attorney Fees

Combined Notice B & C

*General Conditions:* MCL Sudden & Accidental Pollution Endorsement

MCL Blanket Additional Insured Endt

MCL In Rem Endorsement

MCL Traveling Workmen Endorsement

MCL Action Over Indemnity Buyback

*Other Endorsements:* Workboat P&I coverage

Lifting Capacity Endorsement

Alaska Cancellation Requirements

XCU Endorsement

Per Project Aggregates Endorsement

Host Liquor Law Liability Coverage

Incidental Medical Malpractice Liability Coverage

Detention Endorsement

## Marine Comprehensive Liability

Limit of Liability:	\$1,000,000	Each occurrence
	\$2,000,000	General Aggregate
	\$1,000,000	Products /Completed Operations Aggregate
	\$1,000,000	Personal/Advertising Injury Aggregate
	\$ 50,000	Leased Property Damage Legal Liability
	\$ 5,000	Medical Expense

Deductible: \$5,000 Per occurrence

Exposures:

**Premium**

Rate: \$2,534,648 Estimated Gross Receipts at \$4.18 per \$100  
TRIA included

Flat Premium: \$105,948  
TRIA offered for an additional premium of \$Incl.

Audit Period: No Audit/Waived

**Billing**

Payable: n/a

Installments: Annual

Security: 100% Zurich American Insurance Company

**Subject To**

**THIS DISCLOSURE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER ANY POLICY.**

## **DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE\***

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:

**Incl.**

\*Any information required to complete this Schedule, if not shown above, will be shown in the quote or proposal.

#### **A. Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

#### **B. Disclosure of Federal Participation in Payment of Terrorism Losses**

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

#### **C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations**

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

#### **D. Availability**

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

#### **E. Definition of Act of Terrorism under TRIA**

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an "act of terrorism" if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

***City of Valdez and  
Valdez City Schools  
Crime***

**Crime Coverage**

**Carrier Name:** Hartford Fire Insurance Company  
**Policy Number:** 52 FA 0233687 26  
**Effective Date:** 7/1/2026 at 12:01 a.m. standard time, at location of property insured  
**Expiration Date:** 7/1/2027 at 12:01 a.m. standard time, at location of property insured  
**Coverage:** Coverage for employee theft of money, securities, or property.  
**Option 1 – As Expiring**

<b>CrimeSHIELD for Governmental Entities</b>	<b>Limit of Insurance</b>	<b>Deductible</b>
1.A. Employee Theft - Per Loss	\$1,000,000	\$10,000
1.B. Employee Theft - Per Employee	N/A	N/A
2. Depositors Forgery or Alteration	\$1,000,000	\$10,000
3. Theft, Disappearance and Destruction - Money, Securities and Other Property	N/A	N/A
4. Robbery and Safe Burglary - Money and Securities	N/A	N/A
5. Computer and Funds Transfer Fraud	\$1,000,000	\$10,000
6. Money Orders and Counterfeit Currency	N/A	N/A
<b>Total Premium:</b>	<b>\$5,418</b>	

**Computer & Funds Transfer Fraud Insuring Agreement 5:**

We will pay for loss of and loss from damage to “money”, “securities” and “other property” following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the “premises” or “banking premises”

1. to a person (other than a “messenger”) outside those “premises”; or
2. to a place outside those “premises”.

And, we will pay for loss of “money” or “securities” through “funds transfer fraud” resulting directly from “fraudulent transfer instructions” communicated to a “financial institution” and instructing such institution to pay, deliver, or transfer “money” or “securities” from your “transfer account”.

Insurance Checklist

INSURANCE COVERAGE CHECKLIST	
<input checked="" type="checkbox"/>	<b>Commercial General Liability</b> -coverage for the operations of a business. Damage to property & injuries to persons that the business is legally liable
<input checked="" type="checkbox"/>	<b>Business Auto</b> - coverage for driver's liability and physical damage to autos
<input checked="" type="checkbox"/>	<b>Equipment Coverage</b> - physical damage to equipment or tools or rented pieces
<input checked="" type="checkbox"/>	<b>Workers Compensation</b> - wage replacement and medical benefits to employees injured in the course of employment
<input checked="" type="checkbox"/>	<b>Commercial Property Coverage</b> - building or structure; business personal property inside the building; personal property of others; Improvements & betterments that have been made for the benefit of the current occupant
<input checked="" type="checkbox"/>	<b>Flood/Earthquake</b> - Earth movement & excessive natural water
<input checked="" type="checkbox"/>	<b>Umbrella Coverage</b> - extra limits over the scheduled underlying policy's
<input checked="" type="checkbox"/>	<b>Professional Liability (Public Officials E&amp;O, Educators Liability)</b> - coverage for professional advice and services
<input checked="" type="checkbox"/>	<b>Employment Practices Liability</b> - wrongful termination, sexual harassment, discrimination
<input checked="" type="checkbox"/>	<b>Cyber Liability</b> - liability for a data breach involving sensitive customer information or ransom of computer system
<input checked="" type="checkbox"/>	<b>Employee Dishonesty</b> – employee theft
<input checked="" type="checkbox"/>	<b>Directors &amp; Officers Liability</b> - coverage for claims against board of directors for mismanagements
<input type="checkbox"/>	<b>Fiduciary Liability</b> - legal liability arising from claims for alleged failure to prudently act within the meaning of the Pension Reform Act of 1974
<input type="checkbox"/>	<b>ERISA Bond</b> - protects the plan against losses caused by acts of fraud or dishonesty
<input type="checkbox"/>	<b>Pollution Liability</b> - environmental risk (fuel tanks, waste, etc.)
<input type="checkbox"/>	<b>Life/ Key Persons Coverage</b> - covers costs after deceased person of importance
<input type="checkbox"/>	<b>Other</b>

By: \_\_\_\_\_  
Client: Name/title

Date: \_\_\_\_\_

*Optional Services*

<b>OPTIONAL SERVICES LIST</b>	
Return to Work Program	
Business Continuity Planning	
Experience Mod Reduction & Management	
Employee Manuals & Handbooks	
OSHA Benchmarking, Compliance Guides & Programs	
Toolbox Talks (Safety Meetings)	
Fleet & Driver Safety Policies	
Workplace Visitor Guides	
Ergonomics Policies	
Drug Free Workplace Policies	
Whistleblower Policies	
Industry Specific Risk Insight	
Data Breach Response Policy	
Telecommuting Policy	
Policy & Coverage Review	
SubContract Agreement	
Bonding	
Consulting	

*Acknowledgement Statement*

---

This proposal is not to be construed as an exact or complete analysis of the policies, or as legal evidence of insurance. The provisions of the actual policies in current use by the insurance company(ies) being quoted or proposed will prevail.

We have attempted to identify for your consideration the coverages available, subject to the terms and conditions of the applicable policy in accordance with your instructions. Please review this proposal and its attachments carefully, and if our understanding meets with your approval, please sign and return a copy of this acknowledging your approval.

Very truly yours,

David R. Hale  
Market Leader  
Trucordia - Hale & Associates

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and approved on:

Date: \_\_\_\_\_

***IMPORTANT – PREMIUM/COMPENSATION INFORMATION***

---

General Liability premiums are subject to annual audit and adjustment; increases or decreases in annual premium may result. The adjustment will be based upon the rating plan of your policy.

Workers Compensation premiums are subject to annual audit and adjustment; increases or decreases in annual premium may result. The adjustment will be based upon your actual payroll and other variables such as the rules, rates, classification, and experience modification as promulgated by the various state rate bureaus and the Interstate Rate Bureau.

# ***Signature Pages***



Date: July 1, 2026

Policy Reference Number: TBA Policy Period From: July 1, 2026 To July 1, 2027

On your instruction, coverage has been negotiated with the Alaska Public Risk Alliance (APRA), which is an assessable self-insurance fund or risk retention pool for Alaska municipalities and school districts rather than an insurance company.

As a professional insurance broker it has been our established policy to make every effort to place coverages only with insurance companies having, at the time of placing a risk, a Best's rating of A++, A+, A or A-, which are the four highest ratings available, and a minimum of A.M. Best Financial Size Category VII in Policyholders' Surplus.

As APRA is not an insurance company, is not rated by AM Best's, and is not evaluated by Hale & Associates, we will be unable to proceed without your authorization.

**Please note that Hale & Associates does not guarantee the financial position and solvency of any insurer, self-funded pool or risk retention pool utilized. Please also note that participants in the APRA risk retention pool are subject to assessment for pool liabilities.**

A statement of APRA's latest financial position can be made available to you if you wish to examine it.

If you wish us to proceed to place this coverage with the APRA, please so indicate by signing the authorization below and returning one copy of your authorization for our records.

A new authorization will be required for each new placement and for each renewal.

Best regards,

David R. Hale  
President

-----  
**AUTHORIZATION – TO BE RECEIVED FROM CLIENT**

To: Hale & Associates

Policy Reference Number: TBA

Policy Period                      From July 1, 2026 To July 1, 2027

I refer to the above request and approve the use of APRA and hereby authorize you to complete the placement of my coverages with this assessable risk retention pool.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company                      City of Valdez

Date \_\_\_\_\_





Amwins Insurance Brokerage, LLC  
725 S. Figueroa Street  
19th Floor  
Los Angeles, CA 90017  
[amwins.com](http://amwins.com)

JoAnna Lewis  
Hale & Associates  
100 Cushman Street Suite 200  
Fairbanks AK 99701

RE: **City of Valdez / The Port of Valdez**  
Marine General Liability  
Proposed Policy Term: 7/1/2026 – 7/1/2027

The captioned placement is presented with the understanding, Marine is considered a Specialty Line due to the unique exposure makeup and limited marketplace. The commission and fees are as quoted, per attached.

Binding these terms and conditions as quoted, excludes the captioned placement from any supplemental agency commission agreements between Hale & Associates and Amwins Insurance Brokerage.



\_\_\_\_\_  
Hale & Associates

\_\_\_\_\_  
Date

Insurance Checklist

INSURANCE COVERAGE CHECKLIST	
<input checked="" type="checkbox"/>	<b>Commercial General Liability</b> -coverage for the operations of a business. Damage to property & injuries to persons that the business is legally liable
<input checked="" type="checkbox"/>	<b>Business Auto</b> - coverage for driver's liability and physical damage to autos
<input checked="" type="checkbox"/>	<b>Equipment Coverage</b> - physical damage to equipment or tools or rented pieces
<input checked="" type="checkbox"/>	<b>Workers Compensation</b> - wage replacement and medical benefits to employees injured in the course of employment
<input checked="" type="checkbox"/>	<b>Commercial Property Coverage</b> - building or structure; business personal property inside the building; personal property of others; Improvements & betterments that have been made for the benefit of the current occupant
<input checked="" type="checkbox"/>	<b>Flood/Earthquake</b> - Earth movement & excessive natural water
<input checked="" type="checkbox"/>	<b>Umbrella Coverage</b> - extra limits over the scheduled underlying policy's
<input checked="" type="checkbox"/>	<b>Professional Liability (Public Officials E&amp;O, Educators Liability)</b> - coverage for professional advice and services
<input checked="" type="checkbox"/>	<b>Employment Practices Liability</b> - wrongful termination, sexual harassment, discrimination
<input checked="" type="checkbox"/>	<b>Cyber Liability</b> - liability for a data breach involving sensitive customer information or ransom of computer system
<input checked="" type="checkbox"/>	<b>Employee Dishonesty</b> – employee theft
<input checked="" type="checkbox"/>	<b>Directors &amp; Officers Liability</b> - coverage for claims against board of directors for mismanagements
<input type="checkbox"/>	<b>Fiduciary Liability</b> - legal liability arising from claims for alleged failure to prudently act within the meaning of the Pension Reform Act of 1974
<input type="checkbox"/>	<b>ERISA Bond</b> - protects the plan against losses caused by acts of fraud or dishonesty
<input type="checkbox"/>	<b>Pollution Liability</b> - environmental risk (fuel tanks, waste, etc.)
<input type="checkbox"/>	<b>Life/ Key Persons Coverage</b> - covers costs after deceased person of importance
<input type="checkbox"/>	<b>Other</b>

**SIGN HERE**

By: \_\_\_\_\_  
Client: Name/title

Date: \_\_\_\_\_

*Acknowledgement Statement*

---

This proposal is not to be construed as an exact or complete analysis of the policies, or as legal evidence of insurance. The provisions of the actual policies in current use by the insurance company(ies) being quoted or proposed will prevail.

We have attempted to identify for your consideration the coverages available, subject to the terms and conditions of the applicable policy in accordance with your instructions. Please review this proposal and its attachments carefully, and if our understanding meets with your approval, please sign and return a copy of this acknowledging your approval.

Very truly yours,

David R. Hale  
Market Leader  
Trucordia - Hale & Associates

Name: \_\_\_\_\_



Title: \_\_\_\_\_

Acknowledged and approved on:

Date: \_\_\_\_\_

**STATEMENT OF VALUES**

**CITY OF VALDEZ AND VALDEZ CITY SCHOOLS**  
**Policy Year: 07/01/2026 to 07/01/2027**

Building ID	Description	Location / Address	City	State	ZIP	Sq Ft	Building Value	psf	Contents/ EDP Value	Other Structures Value	Total Value	Deductible	Agreed Amount
122C-001	City Hall-Police	212 Chenega	Valdez	AK	99686	19000	\$14,035,593	\$739	\$2,000,000	\$0	\$16,035,593	\$100,000	N
122C-007	Council Chambers	211 Fairbanks Drive	Valdez	AK	99686	4000	\$2,099,813	\$525	\$0	\$0	\$2,099,813	\$100,000	N
122C-008	Library	212 Fairbanks	Valdez	AK	99686	13300	\$7,190,048	\$541	\$0	\$0	\$7,190,048	\$100,000	N
122C-009	Museum	217 Egan	Valdez	AK	99686	8500	\$4,819,543	\$567	\$0	\$0	\$4,819,543	\$100,000	N
122C-010	Valdez Civic Center (Theater)	110 Clifton	Valdez	AK	99686	33000	\$21,062,283	\$638	\$500,000	\$0	\$21,562,283	\$100,000	N
122C-011	Well House #7 - Pub.W.Bldg with 500,000 gal Tank	311 Dylen Drive	Valdez	AK	99686	800	\$0	\$0	\$0	\$1,426,179	\$1,426,179	\$100,000	N
122C-012	Cliffside Tank - Water Dept with 750,000 gal Tank	1246 Mineral Creek Rd	Valdez	AK	99686	0	\$0	\$0	\$0	\$696,887	\$696,887	\$100,000	Y
122C-013	Wellhouse #11 - 750,000 gal Tank	347 Hanagita	Valdez	AK	99686	570	\$0	\$0	\$0	\$870,458	\$870,458	\$100,000	N
122C-014	Wellhouse #21 - 500,000 gal Tank	428 W Hanagita - South Building	Valdez	AK	99686	225	\$0	\$0	\$0	\$458,136	\$458,136	\$100,000	N
122C-015	Wellhouse #31 - 100kw Genset	429 W Hanagita - North Building	Valdez	AK	99686	460	\$0	\$0	\$0	\$702,475	\$702,475	\$100,000	N
122C-015	STP Headworks Building	775 South Sawmill Drive	Valdez	AK	99686	1091	\$1,233,202	\$1,130	\$0	\$0	\$1,233,202	\$100,000	N
122C-015	Lift Station #1	286 E. Egan	Valdez	AK	99686	2187	\$2,796,400	\$1,279	\$0	\$0	\$2,796,400	\$100,000	N
122C-016	VMF Shop	602 W. Egan	Valdez	AK	99686	7700	\$3,550,000	\$461	\$500,000	\$0	\$4,050,000	\$100,000	N
122C-017	VMF Warehouse	602 W. Egan	Valdez	AK	99686	4000	\$1,384,000	\$346	\$0	\$0	\$1,384,000	\$100,000	N
122C-017	VMF Vehicle Covered Storage	602 W. Egan	Valdez	AK	99686	4000	\$1,251,182	\$313	\$0	\$0	\$1,251,182	\$100,000	N
122C-018	Warehouse #1/Museum Annex	436 South Hazelet	Valdez	AK	99686	20780	\$5,170,502	\$249	\$0	\$0	\$5,170,502	\$100,000	N
122C-019	Airport Term Bldg W/Ctrl Tower	300 Valdez Airport Road	Valdez	AK	99686	31500	\$15,255,422	\$484	\$0	\$0	\$15,255,422	\$100,000	N
122C-020	Senior Center	1300 E. Hanagita	Valdez	AK	99686	18850	\$10,132,970	\$538	\$500,000	\$0	\$10,632,970	\$100,000	N
122C-021	Alpine Fire Station 4	5040 Richardson Highway	Valdez	AK	99686	2500	\$1,076,540	\$431	\$0	\$0	\$1,076,540	\$100,000	N
122C-022	Robe River Fire Station 3	124 River Drive	Valdez	AK	99686	2500	\$1,180,381	\$472	\$0	\$0	\$1,180,381	\$100,000	N
122C-023	Recreation Center	414 W. Hanagita	Valdez	AK	99686	6272	\$3,123,344	\$498	\$0	\$0	\$3,123,344	\$100,000	N
122C-024	Gilson Medical Clinic	1001 Meals Ave.	Valdez	AK	99686	6000	\$3,829,748	\$638	\$2,000,000	\$0	\$5,829,748	\$100,000	N
122C-025	High School	319 Robe River Drive	Valdez	AK	99686	99000	\$48,899,760	\$494	\$1,200,000	\$0	\$50,099,760	\$100,000	N
122C-026	Pool	319 Robe River Drive	Valdez	AK	99686	25000	\$9,894,224	\$396	\$1,000,000	\$0	\$10,894,224	\$100,000	N
122C-027	High School Generator Building	319 Robe River Drive	Valdez	AK	99686	667	\$242,875	\$364	\$0	\$0	\$242,875	\$100,000	N
122C-028	Elementary School	1112 W. Klutina Street	Valdez	AK	99686	96000	\$45,800,994	\$477	\$1,000,000	\$0	\$46,800,994	\$100,000	N
122C-029	Elementary Generator Building	1112 W. Klutina Street	Valdez	AK	99686	667	\$244,857	\$367	\$0	\$0	\$244,857	\$100,000	N
122C-030	School Dist. Admin Building	1112 W. Klutina Street	Valdez	AK	99686	7056	\$4,204,364	\$596	\$0	\$0	\$4,204,364	\$100,000	N
122C-031	Building Maint-P&R Covered Strg	555 W. Egan	Valdez	AK	99686	6000	\$3,150,000	\$525	\$0	\$0	\$3,150,000	\$100,000	N
122C-031	Bus Barn (no buses stored)	613 W. Egan	Valdez	AK	99686	6000	\$3,150,000	\$525	\$0	\$0	\$3,150,000	\$100,000	N
122C-032	Gilson Middle School	357 Robe River Dr.	Valdez	AK	99686	56759	\$36,888,678	\$650	\$1,000,000	\$0	\$37,888,678	\$100,000	N
122C-033	Hospital	911 Meals	Valdez	AK	99686	71166	\$64,262,898	\$903	\$3,000,000	\$0	\$67,262,898	\$100,000	Y
122C-034	Well House #4 1-750,000 gal tank	1104 West Egan	Valdez	AK	99686		\$737,880	\$0	\$0	\$0	\$737,880	\$100,000	Y
122C-035	Well House #6 & WH Storage 1-500,000 gal tank	300 Atigun	Valdez	AK	99686	1125	\$1,305,622	\$1,161	\$0	\$0	\$1,305,622	\$100,000	N
122C-036	Baler Building	500 South Sawmill Drive	Valdez	AK	99686	13425	\$4,151,431	\$309	\$0	\$0	\$4,151,431	\$100,000	N
122C-037	Animal Shelter	276 E. Egan	Valdez	AK	99686	4800	\$2,403,917	\$501	\$0	\$0	\$2,403,917	\$100,000	N
122C-038	Crooked Creek Center	597 East Egan Drive	Valdez	AK	99686	1000	\$584,271	\$584	\$0	\$0	\$584,271	\$100,000	Y
122C-039	Building Maint-P&Rec Shop	555 W. Egan	Valdez	AK	99686	13000	\$5,480,645	\$422	\$1,000,000	\$0	\$6,480,645	\$100,000	N
122C-040	Fire Station 1	407 W. Pioneer	Valdez	AK	99686	18313	\$18,258,247	\$997	\$2,000,000	\$0	\$20,258,247	\$100,000	N
122C-041	VCT Northstar Warehouse	VCT Terminal Dock	Valdez	AK	99686	3500	\$1,781,640	\$509	\$0	\$0	\$1,781,640	\$100,000	N
122C-042	Small Boat Harbor Office	300 N Harbor Drive	Valdez	AK	99686	2800	\$2,123,869	\$759	\$0	\$0	\$2,123,869	\$100,000	N
122C-043	New Harbor Warehouse	196 South Harbor Drive	Valdez	AK	99686	3000	\$2,367,350	\$789	\$0	\$0	\$2,367,350	\$100,000	N
122C-044	New Harbor Bilge Water Bldg	196 South Harbor Drive	Valdez	AK	99686	1300	\$1,588,205	\$1,222	\$0	\$0	\$1,588,205	\$100,000	N
122C-045	Kelsey Dock Interpretive Center	460 Ferry Way	Valdez	AK	99686	1500	\$1,929,087	\$1,286	\$0	\$0	\$1,929,087	\$100,000	N
							\$358,641,785		\$15,700,000	\$4,154,135	\$378,495,920		

All values submitted are correct to the best of my knowledge and belief.

Signed \_\_\_\_\_

Title Jordan Nelson, Finance Director

42 Date \_\_\_\_\_



Construction Type Code	No Of Stories	Year Built	Property Use Code	Fire Protection Code	Sprinklered	Earthquake & Flood	Comments
C	0	0	110	4	Y	Y	consolidated the City Hall, Police and Fire Stations
D	0	0	110	4	Y	Y	
C	0	0	620	4	Y	Y	
D	0	0	630	4	Y	Y	
C	0	0	610	4	Y	Y	
D	0	0	510	4	N	Y	
T	0	0	530	4	N	Y	
CB	0	0	510	4	N	Y	
D	0	0	510	4	N	Y	
D	0	0	520	4	N	Y	
A	0	0	510	4	N	Y	
A	0	0	510	4	N	Y	
T	0	0	420	4	N	Y	
D	0	0	420	4	N	Y	
D	0	0	420	4	N	Y	
D	0	0	410	4	Y	Y	
C	0	0	910	4	Y	Y	
D	0	0	610	4	Y	Y	
D	0	0	710	4	N	Y	
D	0	0	710	4	N	Y	
D	0	0	1030	4	Y	Y	
D	0	0	730	4	Y	Y	
C	0	0	210	4	Y	Y	
M	0	0	1030	4	Y	Y	
M	0	0	520	4	N	Y	
D	0	0	210	4	Y	Y	
D	0	0	520	4	N	Y	
D	0	0	110	4	Y	Y	Not occupied by School
D	0	0	420	4	Y	Y	
D	0	0	420	4	Y	Y	Bus Barn has no buses
A	0	2014	210	4	Y	Y	
D	0	0	730	4	Y	Y	
T	0	0	5630	4	N	Y	
D	0	0	510	4	N	Y	
D	0	0	740	4	Y	Y	
A	0	0	720	4	Y	Y	
D	0	0	1180	4	N	Y	
A	0	2014	410	4	Y	Y	
A	0	2021	710	4	Y	Y	
D	0	1983	410	4	N	Y	
A	0	0	820	4	N	Y	
D	0	2017	820	4	N	Y	
D	0	2017	510	4	N	Y	
D	0	2018	610	4	Y	Y	

consolidated the City Hall, Police and Fire Stations



Date: July 1, 2026

Policy Reference Number: TBA Policy Period From: July 1, 2026 To July 1, 2027

On your instruction, coverage has been negotiated with the Alaska Public Risk Alliance (APRA), which is an assessable self-insurance fund or risk retention pool for Alaska municipalities and school districts rather than an insurance company.

As a professional insurance broker it has been our established policy to make every effort to place coverages only with insurance companies having, at the time of placing a risk, a Best's rating of A++, A+, A or A-, which are the four highest ratings available, and a minimum of A.M. Best Financial Size Category VII in Policyholders' Surplus.

As APRA is not an insurance company, is not rated by AM Best's, and is not evaluated by Hale & Associates, we will be unable to proceed without your authorization.

**Please note that Hale & Associates does not guarantee the financial position and solvency of any insurer, self-funded pool or risk retention pool utilized. Please also note that participants in the APRA risk retention pool are subject to assessment for pool liabilities.**

A statement of APRA's latest financial position can be made available to you if you wish to examine it.

If you wish us to proceed to place this coverage with the APRA, please so indicate by signing the authorization below and returning one copy of your authorization for our records.

A new authorization will be required for each new placement and for each renewal.

Best regards,

David R. Hale  
President

---

**AUTHORIZATION – TO BE RECEIVED FROM CLIENT**

To: Hale & Associates

Policy Reference Number: TBA

Policy Period From July 1, 2026 To July 1, 2027

I refer to the above request and approve the use of APRA and hereby authorize you to complete the placement of my coverages with this assessable risk retention pool.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company City of Valdez

Date \_\_\_\_\_





Amwins Insurance Brokerage, LLC  
725 S. Figueroa Street  
19th Floor  
Los Angeles, CA 90017  
[amwins.com](http://amwins.com)

JoAnna Lewis  
Hale & Associates  
100 Cushman Street Suite 200  
Fairbanks AK 99701

RE: **City of Valdez / The Port of Valdez**  
Marine General Liability  
Proposed Policy Term: 7/1/2026 – 7/1/2027

The captioned placement is presented with the understanding, Marine is considered a Specialty Line due to the unique exposure makeup and limited marketplace. The commission and fees are as quoted, per attached.

Binding these terms and conditions as quoted, excludes the captioned placement from any supplemental agency commission agreements between Hale & Associates and Amwins Insurance Brokerage.

**SIGN HERE**

\_\_\_\_\_  
Hale & Associates

\_\_\_\_\_  
Date

Insurance Checklist

INSURANCE COVERAGE CHECKLIST	
<input checked="" type="checkbox"/>	<b>Commercial General Liability</b> -coverage for the operations of a business. Damage to property & injuries to persons that the business is legally liable
<input checked="" type="checkbox"/>	<b>Business Auto</b> - coverage for driver's liability and physical damage to autos
<input checked="" type="checkbox"/>	<b>Equipment Coverage</b> - physical damage to equipment or tools or rented pieces
<input checked="" type="checkbox"/>	<b>Workers Compensation</b> - wage replacement and medical benefits to employees injured in the course of employment
<input checked="" type="checkbox"/>	<b>Commercial Property Coverage</b> - building or structure; business personal property inside the building; personal property of others; Improvements & betterments that have been made for the benefit of the current occupant
<input checked="" type="checkbox"/>	<b>Flood/Earthquake</b> - Earth movement & excessive natural water
<input checked="" type="checkbox"/>	<b>Umbrella Coverage</b> - extra limits over the scheduled underlying policy's
<input checked="" type="checkbox"/>	<b>Professional Liability (Public Officials E&amp;O, Educators Liability)</b> - coverage for professional advice and services
<input checked="" type="checkbox"/>	<b>Employment Practices Liability</b> - wrongful termination, sexual harassment, discrimination
<input checked="" type="checkbox"/>	<b>Cyber Liability</b> - liability for a data breach involving sensitive customer information or ransom of computer system
<input checked="" type="checkbox"/>	<b>Employee Dishonesty</b> – employee theft
<input checked="" type="checkbox"/>	<b>Directors &amp; Officers Liability</b> - coverage for claims against board of directors for mismanagements
<input type="checkbox"/>	<b>Fiduciary Liability</b> - legal liability arising from claims for alleged failure to prudently act within the meaning of the Pension Reform Act of 1974
<input type="checkbox"/>	<b>ERISA Bond</b> - protects the plan against losses caused by acts of fraud or dishonesty
<input type="checkbox"/>	<b>Pollution Liability</b> - environmental risk (fuel tanks, waste, etc.)
<input type="checkbox"/>	<b>Life/ Key Persons Coverage</b> - covers costs after deceased person of importance
<input type="checkbox"/>	<b>Other</b>

**SIGN HERE**

By: \_\_\_\_\_  
Client: Name/title

Date: \_\_\_\_\_

*Acknowledgement Statement*

---

This proposal is not to be construed as an exact or complete analysis of the policies, or as legal evidence of insurance. The provisions of the actual policies in current use by the insurance company(ies) being quoted or proposed will prevail.

We have attempted to identify for your consideration the coverages available, subject to the terms and conditions of the applicable policy in accordance with your instructions. Please review this proposal and its attachments carefully, and if our understanding meets with your approval, please sign and return a copy of this acknowledging your approval.

Very truly yours,

David R. Hale  
Market Leader  
Trucordia - Hale & Associates

Name: \_\_\_\_\_



Title: \_\_\_\_\_

Acknowledged and approved on:

Date: \_\_\_\_\_

**STATEMENT OF VALUES**

**CITY OF VALDEZ AND VALDEZ CITY SCHOOLS**  
**Policy Year: 07/01/2026 to 07/01/2027**

Building ID	Description	Location / Address	City	State	ZIP	Sq Ft	Building Value	psf	Contents/ EDP Value	Other Structures Value	Total Value	Deductible	Agreed Amount
122C-001	City Hall-Police	212 Chenega	Valdez	AK	99686	19000	\$14,035,593	\$739	\$2,000,000	\$0	\$16,035,593	\$100,000	N
122C-007	Council Chambers	211 Fairbanks Drive	Valdez	AK	99686	4000	\$2,099,813	\$525	\$0	\$0	\$2,099,813	\$100,000	N
122C-008	Library	212 Fairbanks	Valdez	AK	99686	13300	\$7,190,048	\$541	\$0	\$0	\$7,190,048	\$100,000	N
122C-009	Museum	217 Egan	Valdez	AK	99686	8500	\$4,819,543	\$567	\$0	\$0	\$4,819,543	\$100,000	N
122C-010	Valdez Civic Center (Theater)	110 Clifton	Valdez	AK	99686	33000	\$21,062,283	\$638	\$500,000	\$0	\$21,562,283	\$100,000	N
122C-011	Well House #7 - Pub.W.Bldg with 500,000 gal Tank	311 Dylen Drive	Valdez	AK	99686	800	\$0	\$0	\$0	\$1,426,179	\$1,426,179	\$100,000	N
122C-012	Cliffside Tank - Water Dept with 750,000 gal Tank	1246 Mineral Creek Rd	Valdez	AK	99686	0	\$0	\$0	\$0	\$696,887	\$696,887	\$100,000	Y
122C-013	Wellhouse #11 - 750,000 gal Tank	347 Hanagita	Valdez	AK	99686	570	\$0	\$0	\$0	\$870,458	\$870,458	\$100,000	N
122C-014	Wellhouse #21 - 500,000 gal Tank	428 W Hanagita - South Building	Valdez	AK	99686	225	\$0	\$0	\$0	\$458,136	\$458,136	\$100,000	N
122C-015	Wellhouse #31 - 100kw Genset	429 W Hanagita - North Building	Valdez	AK	99686	460	\$0	\$0	\$0	\$702,475	\$702,475	\$100,000	N
122C-015	STP Headworks Building	775 South Sawmill Drive	Valdez	AK	99686	1091	\$1,233,202	\$1,130	\$0	\$0	\$1,233,202	\$100,000	N
122C-015	Lift Station #1	286 E. Egan	Valdez	AK	99686	2187	\$2,796,400	\$1,279	\$0	\$0	\$2,796,400	\$100,000	N
122C-016	VMF Shop	602 W. Egan	Valdez	AK	99686	7700	\$3,550,000	\$461	\$500,000	\$0	\$4,050,000	\$100,000	N
122C-017	VMF Warehouse	602 W. Egan	Valdez	AK	99686	4000	\$1,384,000	\$346	\$0	\$0	\$1,384,000	\$100,000	N
122C-017	VMF Vehicle Covered Storage	602 W. Egan	Valdez	AK	99686	4000	\$1,251,182	\$313	\$0	\$0	\$1,251,182	\$100,000	N
122C-018	Warehouse #1/Museum Annex	436 South Hazelet	Valdez	AK	99686	20780	\$5,170,502	\$249	\$0	\$0	\$5,170,502	\$100,000	N
122C-019	Airport Term Bldg W/Ctrl Tower	300 Valdez Airport Road	Valdez	AK	99686	31500	\$15,255,422	\$484	\$0	\$0	\$15,255,422	\$100,000	N
122C-020	Senior Center	1300 E. Hanagita	Valdez	AK	99686	18850	\$10,132,970	\$538	\$500,000	\$0	\$10,632,970	\$100,000	N
122C-021	Alpine Fire Station 4	5040 Richardson Highway	Valdez	AK	99686	2500	\$1,076,540	\$431	\$0	\$0	\$1,076,540	\$100,000	N
122C-022	Robe River Fire Station 3	124 River Drive	Valdez	AK	99686	2500	\$1,180,381	\$472	\$0	\$0	\$1,180,381	\$100,000	N
122C-023	Recreation Center	414 W. Hanagita	Valdez	AK	99686	6272	\$3,123,344	\$498	\$0	\$0	\$3,123,344	\$100,000	N
122C-024	Gilson Medical Clinic	1001 Meals Ave.	Valdez	AK	99686	6000	\$3,829,748	\$638	\$2,000,000	\$0	\$5,829,748	\$100,000	N
122C-025	High School	319 Robe River Drive	Valdez	AK	99686	99000	\$48,899,760	\$494	\$1,200,000	\$0	\$50,099,760	\$100,000	N
122C-026	Pool	319 Robe River Drive	Valdez	AK	99686	25000	\$9,894,224	\$396	\$1,000,000	\$0	\$10,894,224	\$100,000	N
122C-027	High School Generator Building	319 Robe River Drive	Valdez	AK	99686	667	\$242,875	\$364	\$0	\$0	\$242,875	\$100,000	N
122C-028	Elementary School	1112 W. Klutina Street	Valdez	AK	99686	96000	\$45,800,994	\$477	\$1,000,000	\$0	\$46,800,994	\$100,000	N
122C-029	Elementary Generator Building	1112 W. Klutina Street	Valdez	AK	99686	667	\$244,857	\$367	\$0	\$0	\$244,857	\$100,000	N
122C-030	School Dist. Admin Building	1112 W. Klutina Street	Valdez	AK	99686	7056	\$4,204,364	\$596	\$0	\$0	\$4,204,364	\$100,000	N
122C-031	Building Maint-P&R Covered Strg	555 W. Egan	Valdez	AK	99686	6000	\$3,150,000	\$525	\$0	\$0	\$3,150,000	\$100,000	N
122C-031	Bus Barn (no buses stored)	613 W. Egan	Valdez	AK	99686	6000	\$3,150,000	\$525	\$0	\$0	\$3,150,000	\$100,000	N
122C-032	Gilson Middle School	357 Robe River Dr.	Valdez	AK	99686	56759	\$36,888,678	\$650	\$1,000,000	\$0	\$37,888,678	\$100,000	N
122C-033	Hospital	911 Meals	Valdez	AK	99686	71166	\$64,262,898	\$903	\$3,000,000	\$0	\$67,262,898	\$100,000	Y
122C-034	Well House #4 1-750,000 gal tank	1104 West Egan	Valdez	AK	99686		\$737,880	\$0	\$0	\$0	\$737,880	\$100,000	Y
122C-035	Well House #6 & WH Storage 1-500,000 gal tank	300 Atigun	Valdez	AK	99686	1125	\$1,305,622	\$1,161	\$0	\$0	\$1,305,622	\$100,000	N
122C-036	Baler Building	500 South Sawmill Drive	Valdez	AK	99686	13425	\$4,151,431	\$309	\$0	\$0	\$4,151,431	\$100,000	N
122C-037	Animal Shelter	276 E. Egan	Valdez	AK	99686	4800	\$2,403,917	\$501	\$0	\$0	\$2,403,917	\$100,000	N
122C-038	Crooked Creek Center	597 East Egan Drive	Valdez	AK	99686	1000	\$584,271	\$584	\$0	\$0	\$584,271	\$100,000	Y
122C-039	Building Maint-P&Rec Shop	555 W. Egan	Valdez	AK	99686	13000	\$5,480,645	\$422	\$1,000,000	\$0	\$6,480,645	\$100,000	N
122C-040	Fire Station 1	407 W. Pioneer	Valdez	AK	99686	18313	\$18,258,247	\$997	\$2,000,000	\$0	\$20,258,247	\$100,000	N
122C-041	VCT Northstar Warehouse	VCT Terminal Dock	Valdez	AK	99686	3500	\$1,781,640	\$509	\$0	\$0	\$1,781,640	\$100,000	N
122C-042	Small Boat Harbor Office	300 N Harbor Drive	Valdez	AK	99686	2800	\$2,123,869	\$759	\$0	\$0	\$2,123,869	\$100,000	N
122C-043	New Harbor Warehouse	196 South Harbor Drive	Valdez	AK	99686	3000	\$2,367,350	\$789	\$0	\$0	\$2,367,350	\$100,000	N
122C-044	New Harbor Bilge Water Bldg	196 South Harbor Drive	Valdez	AK	99686	1300	\$1,588,205	\$1,222	\$0	\$0	\$1,588,205	\$100,000	N
122C-045	Kelsey Dock Interpretive Center	460 Ferry Way	Valdez	AK	99686	1500	\$1,929,087	\$1,286	\$0	\$0	\$1,929,087	\$100,000	N
							\$358,641,785		\$15,700,000	\$4,154,135	\$378,495,920		

All values submitted are correct to the best of my knowledge and belief.

Signed \_\_\_\_\_

Title Jordan Nelson, Finance Director

Date \_\_\_\_\_



Construction Type Code	No Of Stories	Year Built	Property Use Code	Fire Protection Code	Sprinklered	Earthquake & Flood	Comments
C	0	0	110	4	Y	Y	consolidated the City Hall, Police and Fire Stations
D	0	0	110	4	Y	Y	
C	0	0	620	4	Y	Y	
D	0	0	630	4	Y	Y	
C	0	0	610	4	Y	Y	
D	0	0	510	4	N	Y	
T	0	0	530	4	N	Y	
CB	0	0	510	4	N	Y	
D	0	0	510	4	N	Y	
D	0	0	520	4	N	Y	
A	0	0	510	4	N	Y	
A	0	0	510	4	N	Y	
T	0	0	420	4	N	Y	
D	0	0	420	4	N	Y	
D	0	0	420	4	N	Y	
D	0	0	410	4	Y	Y	
C	0	0	910	4	Y	Y	
D	0	0	610	4	Y	Y	
D	0	0	710	4	N	Y	
D	0	0	710	4	N	Y	
D	0	0	1030	4	Y	Y	
D	0	0	730	4	Y	Y	
C	0	0	210	4	Y	Y	
M	0	0	1030	4	Y	Y	
M	0	0	520	4	N	Y	
D	0	0	210	4	Y	Y	
D	0	0	520	4	N	Y	
D	0	0	110	4	Y	Y	Not occupied by School
D	0	0	420	4	Y	Y	
D	0	0	420	4	Y	Y	Bus Barn has no buses
A	0	2014	210	4	Y	Y	
D	0	0	730	4	Y	Y	
T	0	0	5630	4	N	Y	
D	0	0	510	4	N	Y	
D	0	0	740	4	Y	Y	
A	0	0	720	4	Y	Y	
D	0	0	1180	4	N	Y	
A	0	2014	410	4	Y	Y	
A	0	2021	710	4	Y	Y	
D	0	1983	410	4	N	Y	
A	0	0	820	4	N	Y	
D	0	2017	820	4	N	Y	
D	0	2017	510	4	N	Y	
D	0	2018	610	4	Y	Y	

consolidated the City Hall, Police and Fire Stations



## Legislation Text

---

**File #:** 26-0250, **Version:** 1

---

**ITEM TITLE:**

Approval of Professional Services Agreement with HDR Engineering, Inc. for the City of Valdez Baler Replacement Project in the amount of \$326,466.00

**SUBMITTED BY:** Austin Rake, Capital Facilities Project Manager

**FISCAL NOTES:**

Expenditure Required: \$326,466.00

Unencumbered Balance: \$353,131.00

Funding Source: 350-0310-55000.2304

**RECOMMENDATION:**

Approve the professional services agreement with HDR Engineering, Inc. for the City of Valdez baler repairs project in the amount of \$326,466.00

**SUMMARY STATEMENT:**

**Background:** The City advertised a Request for Qualifications per the City procurement code in July 2025. No responses were received. The City contracted directly with HDR for preliminary evaluation and feasibility. Concepts were presented to the City and the next phase of the project is to complete the technical design.

**Description:** HDR Engineering, Inc. will provide engineering services for a new Baler Facility as well as improvements to the existing site with a multi-phased approach including geotechnical investigation, design, and repairs. The existing baler is approaching its useful life and experiences frequent mechanical failures.

Baling solid waste is beneficial to the community because it extracts fluids and leachate from the trash and diverts it from the landfill in addition to saving valuable space in the landfill pit due to the consolidated nature of the bales. A new baler presents an opportunity to streamline the facility operations and eliminate equipment/ user conflicts and potentially hazardous traffic patterns.

**Period of Performance:** HDR proposes 95% drawings will be delivered 23 weeks after notice to proceed.



**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and HDR Engineering, Inc. (“Consultant”) is effective on the \_\_day of \_\_\_\_\_, 2026.

All work under this agreement shall be referred to by the following:

**Project: City of Valdez Baler Repairs  
Project No: 25-350-2304  
Contract No.: 2530  
Cost Code: 350-0310-55000.2304**

Consultant’s project manager under this agreement is Courtney Holston.

Consultant’s project manager may not be changed without the written consent of the City.

City’s project manager is Austin Rake.

**ARTICLE 1. Scope of Work**

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

**ARTICLE 2. Compensation**

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference in an amount not to exceed \$326,466.00.

**ARTICLE 3. Period of Performance**

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 730 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.

**Agreement for Professional Services**  
**Project: City of Valdez Baler Repairs**  
**Project No. 25-350-2304**  
**Contract No. 2530**  
**Cost Code: 350-0310-55000.2304**



ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$ 100,000	\$ 300,000
Commercial General Liability*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	\$ 100,000	\$ 300,000
Professional Liability*	\$1,000,000	\$2,000,000

\*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

ARTICLE 6. Appendices

6.1 The following appendices are attached to this agreement and incorporated herein:

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
B	Basis of Compensation
C	General Conditions

Agreement for Professional Services  
Project: City of Valdez Baler Repairs  
Project No. 25-350-2304  
Contract No. 2530  
Cost Code: 350-0310-55000.2304



IN WITNESS WHEREOF, the parties to this presence have executed this CONTRACT in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

**HDR Engineering, Inc.**

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Dennis Fleming, Mayor

\_\_\_\_\_  
Printed name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

Title: \_\_\_\_\_

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

FEDERAL ID #: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Nathan Duval, City Manager

\_\_\_\_\_  
City, State, Zip Code

Date: \_\_\_\_\_

**RECOMMENDED:**

\_\_\_\_\_  
Signature of Company Secretary or Attest

\_\_\_\_\_  
Kasey Walker, Capital Facilities Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Brena, Bell & Walker, P.C.

\_\_\_\_\_  
Jon S. Wakeland

Date: \_\_\_\_\_

**Agreement for Professional Services**  
**Project: City of Valdez Baler Repairs**  
**Project No. 25-350-2304**  
**Contract No. 2530**  
**Cost Code: 350-0310-55000.2304**



## **Appendix A**

### **Scope of Work**

#### **BASIC SERVICES**

Provide all professional services necessary to provide the City of Valdez:

The scope of work is more specifically described in the attached proposal dated May 8<sup>th</sup>, 2026 which is incorporated herein by reference. Where any provisions of the attached proposal conflict with the provisions of the General Conditions under Appendix C, the latter shall govern this agreement.

## **Appendix B**

### **Basis of Compensation**

On completion of work and submission of invoices, the City shall pay to Consultant the compensation as follows:

Payment shall be made based on the proposed fee and shall not exceed \$326,466.00 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).



## Appendix C General Conditions

### I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

Change: An addition to, or reduction of, or other revision in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

City's Project Manager: City's representative in charge of the project(s) and the consultant's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

Consultant's Project Manager: The Consultant's representative in charge of the project(s) who is directly responsible and engaged in performing the required services.

Extra Services: Any services or actions required of the Consultant above and beyond provisions of this Agreement.

Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

Prime Compensation: The dollar amount paid to the Consultant for basic services set forth in this Agreement. Prime compensation does not include payment for any optional or extra services.

Scope of Work: Basic and optional services required of the Consultant by provisions of this Agreement.

Subconsultant: Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.



II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City do not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly employed or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

IV. Insurance:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one-year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant.

Agreement for Professional Services  
Project: City of Valdez Baler Repairs  
Project No. 25-350-2304  
Contract No. 2530  
Cost Code: 350-0310-55000.2304



Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance that are attributable to the Scope of Work created by change orders.

Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on "time and expenses" basis which invoiced amounts shall not exceed the actual charges to the invoice date.

Under no circumstances will City pay for charges in excess of any lump-sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow City to issue formal approval prior to the incurring of excess charges without delay to the work.

On "time and expenses" contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, a copy of which is attached as Appendix D, times a factor of n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to Consultant by Subconsultant employed by consultant for such Subconsultants' services and reimbursable expenses times a factor of 1.05.

The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.

Agreement for Professional Services  
Project: City of Valdez Baler Repairs  
Project No. 25-350-2304  
Contract No. 2530  
Cost Code: 350-0310-55000.2304



The Consultant shall submit a final invoice and required documentation for services authorized by each Notice to Proceed within Ninety (90) days after final acceptance by the City. The City will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

VI. Changes:

Changes in the Scope of Work or of services may only be made by written amendment signed by both City and Consultant.

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions that conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement (b) final payment upon claims or disputes, and for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

VIII. Inspections:

The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant in the performance of this Agreement.

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) days' written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this

Agreement for Professional Services  
Project: City of Valdez Baler Repairs  
Project No. 25-350-2304  
Contract No. 2530  
Cost Code: 350-0310-55000.2304



Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the Consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

The City at any time may terminate (convenience termination) or suspend this Agreement for its own needs or convenience. In the event of a convenience termination or suspension for more than three months, the Consultant will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable termination expenses. NO fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Consultant can establish and which would have been compensated for over the life of this Agreement, but because of the convenience termination would have to be absorbed by the Consultant without further compensation.

If state or federal funds support this Agreement, settlement in the event of default or convenience termination must be approved by the City and any appropriate state or federal agency.

X. Officials Not to Benefit:

No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any consideration contingent upon or resulting from this Agreement.

XI. Independent Consultant:

Except in those instances specifically provided for herein, the Consultant and any of its agents and employees shall act in an independent capacity and not as agents of the City in the performance of the Agreement.

XII. Ownership of Work Products:

Work products produced under this Agreement, except items that have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder include full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the

Agreement for Professional Services  
Project: City of Valdez Baler Repairs  
Project No. 25-350-2304  
Contract No. 2530  
Cost Code: 350-0310-55000.2304



Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

The City must concur in the selection of all Subconsultants for professional services to be engaged in performance of this Agreement.

As soon as practicable after the award of the contract, the Consultant shall furnish to the City in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City shall promptly notify the Consultant if it has reasonable objection to any of the proposed Subconsultants. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Consultant shall not contract with any Subconsultant to whom the City has made reasonable objection.

If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by amendment.

The Consultant shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which subcontract amount exceeds \$40,000.

XIV. Claims and Disputes:

If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the consultant shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall within the next fourteen (14) days submit written notice of the facts which may form the basis of the claim.

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than

**Agreement for Professional Services**  
**Project: City of Valdez Baler Repairs**  
**Project No. 25-350-2304**  
**Contract No. 2530**  
**Cost Code: 350-0310-55000.2304**



sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

**Agreement for Professional Services**  
**Project: City of Valdez Baler Repairs**  
**Project No. 25-350-2304**  
**Contract No. 2530**  
**Cost Code: 350-0310-55000.2304**



All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

XV. Extent of Agreement:

This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant that does not otherwise exist without regard to this Agreement.

This Agreement may be changed only by written amendment executed by both the City and the Consultant.

All communications that affect this Agreement must be made or confirmed in writing.

The Consultant receiving final payment will execute a release, if required, relinquishing in full all claims against the City arising out of or by reason of the services and work products furnished under this Agreement.

The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require payment of such taxes by any Subconsultant or any other persons in the performance of this Agreement.

**Agreement for Professional Services**  
**Project: City of Valdez Baler Repairs**  
**Project No. 25-350-2304**  
**Contract No. 2530**  
**Cost Code: 350-0310-55000.2304**



XVI. Governing Laws:

This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

XVII. Minimum Wages:

Minimum wages as determined by the Department of Labor shall be paid to all persons performing work on this Contract.

Agreement for Professional Services  
Project: City of Valdez Baler Repairs  
Project No. 25-350-2304  
Contract No. 2530  
Cost Code: 350-0310-55000.2304



**City of Valdez  
Contract Release Page 1 of 2**

The undersigned, \_\_\_\_\_ for itself, its owners, partners, successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, as set forth herein related to or arising out of the following described contract (“Contract”):

**Project: City of Valdez Baler Repairs  
Project Number: 25-350-2304 / Contract Number: 2530**

The undersigned hereby acknowledges receipt of the amount of \$ \_\_\_\_\_ as full and final payment in consideration for all services, materials and labors rendered in connection with the Contract.

The undersigned hereby waives and releases any right or claim of lien, any state or federal statutory bond right, any private bond right, any claim for payment under the Contract, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for itself, its owners, directors, officers, its successors in interest, assigns, agents, attorneys, trustees, administrators, subcontractors, suppliers, and laborers.

The undersigned certifies that no amounts payable under the Contract have been assigned to anyone.

The undersigned agrees that this Release is not executed as a result of financial disadvantage. No promise or inducement has been offered or made except as set forth in the above Contract. Accordingly, the undersigned voluntarily waives any and all rights to void this Release or any of its provisions, due to economic or business distress and/or compulsion. The undersigned represents that it is familiar with and has had the opportunity for its attorneys to explain the meaning of decisions of the Alaska Supreme Court applicable to this Release including, but not limited to, *Petroleum Sales, Ltd. v. Mapco of Alaska, Inc.*, 687 P.2d 923 (Alaska 1984); *Totem Marine T. & B. v. Alyeska Pipeline, et. al.*, 584 P.2d 15 (Alaska 1978); and *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978).

The undersigned hereby declares that the terms of this Release have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all payment claims, disputed or otherwise, arising under or by virtue of the Contract. The undersigned represents and warrants that it has the full and complete legal authority to enter into this Release, that the individuals executing this Release have the legal authority to do so, and that this Release shall be binding and enforceable upon it and its representatives, successors, and assigns, in accordance with its terms upon execution. The signature of the undersigned is an acknowledgement that the person signing has the authority to bind the party to this Release.

Agreement for Professional Services  
Project: City of Valdez Baler Repairs  
Project No. 25-350-2304  
Contract No. 2530  
Cost Code: 350-0310-55000.2304



**City of Valdez  
Contract Release Page 2 of 2**

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

STATE OF ALASKA                    )  
  )ss.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, Notary Public in and for the State of Alaska, personally appeared \_\_\_\_\_ of \_\_\_\_\_, known to me to be its \_\_\_\_\_ and acknowledged to me that he has read this foregoing RELEASE and knew contents thereof to be true and correct to the best of his knowledge and belief, and that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said corporation.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Alaska

My Commission expires: \_\_\_\_\_



May 8, 2026

Mr. Austin Rake  
Project Manager  
City of Valdez, Capital Facilities  
[ARake@ValdezAK.Gov](mailto:ARake@ValdezAK.Gov)

Subject: Baler Facility Design

Dear Mr. Rake:

In response to the City of Valdez's (City's) request for proposal on April 2, 2026, HDR Engineering, Inc. (HDR) hereby submits this proposal to provide Invitation for Bid (IFB) Design Documents for the City's New Baler Building.

### **Background**

The intent of the Baler Building Design is to take the Schematic Design Option 3, New Baler Building from the Tech Memo provided by HDR under the City of Valdez Baler Facility Assessment Project (Project No. 25-350-2304) through to completion (IFB Documents). HDR proposes to complete the work as defined below:

HDR will provide IFB Drawings, Specifications, Bid Sheet, and Opinion of Probable Cost (OPCC) required for construction of a new Baler Building on City property adjacent to the existing Baler Facility.

### **Task 1: Geotechnical Investigation**

#### **SCOPE:**

As part of this task, HDR will subcontract with Shannon & Wilson (S&W) to perform a geotechnical investigation. S&W's on-site investigation will consist of four borings (one to 40 feet, three additional to 20 feet). During drilling, S&W will collect samples for both soil property testing for geotechnical parameters, as well as sampling for contaminated materials (PFAS and hydrocarbons). If drill cuttings are found to be contaminated, they will be containerized and marked pending sample analysis. Disposal of cuttings if found to be contaminated will be the responsibility of the City.

S&W's report will include a description of observed site conditions, as well as recommendations for foundation design, including foundation recommendations (soil conditions for shallow foundation assumed), recommendations for utilities and if required, mitigation for contaminated soils.

#### **DELIVERABLES:**

- Geotechnical Summary Report (draft and final)

#### **SCHEDULE:**

- Geotechnical investigation will be coordinated with the City upon finalization of boring log locations. Exact dates will be dependent on the City and drill rig availability.
- Draft geotechnical report will be submitted within four weeks of laboratory deliverable receipt.
- Final geotechnical report will be submitted within two weeks of receipt of City comments.

## **Task 2: 35% Design**

### **SCOPE:**

At the start of the 35% design phase, HDR will hold a virtual workshop session with stakeholders from the City, as well as up to three HDR staff members (Project Manager, Civil Engineer and Structural/Facilities Engineer) to discuss the arrangement of the baler in the new facility and to garner feedback in real time. The preliminary layout presented in the Facility Assessment will be used as a starting point for this discussion. The results of this discussion will be used as the basis for development of the 35% design.

### **DELIVERABLES:**

- Workshop session summary (emailed)
- 35% Design Drawings – Site Plan, Grading Plan, Building Floor Plan, Building Exterior Elevations
- Specifications Index
- Rough order of magnitude (ROM) OPCC (+/- 40% contingency)

### **SCHEDULE:**

- HDR proposes to hold the workshop within three weeks of NTP at a time mutually agreeable to HDR and the City.
- 35% design drawings will be delivered within six weeks of the workshop.

## **Task 3: 65% Design**

### **SCOPE:**

During the 65% design phase, HDR will incorporate comments received from the City's review and advance the 35% design to 65% design. HDR will develop drawings for decommissioning of the existing baler. These will include drawings showing removal of the existing baler, demolition of existing pushwalls and other ancillary features, backfilling of the conveyor pit and overlaying of the existing floor. All other repairs proposed in the Facility Assessment Memo will be addressed in Task 6.

### **DELIVERABLES:**

- Drawings – 65% Civil, Structural, Electrical, Mechanical and Fire Protection.
- ROM OPCC (+/- 20% contingency)
- Specifications (with major project specific edits made, not yet coordinated with City front end documents)
- Bid Sheet

### **SCHEDULE:**

- HDR proposes delivering 65% drawings within 8 weeks of receiving comments from the City on the 35% design; However, start of 65% design may be delayed if the geotechnical report has not been received.

## **Task 4: 95% Design**

### **SCOPE:**

During the 95% design phase, HDR will incorporate comments received from the City's review and advance the design to a 95% final draft state of completion. This includes final drawings, specifications, engineer's estimate, and bid sheet. At this time specifications will be fully coordinated with the City's front-end documents.

**DELIVERABLES:**

- Drawings – 95% Civil, Structural, Electrical, Mechanical, and Fire Protection
- ROM OPCC (+/- 10% contingency)
- Specifications with all project-specific edits made and fully coordinated with City front ends.
- Bid Sheet

**SCHEDULE:**

- HDR proposes to deliver 95% drawings within 6 weeks of receiving comments from the City on the 65% design.

**Task 5: 100% Design****SCOPE:**

At 100% design HDR will incorporate final comments received during the 95% design phase and prepare a final set of documents suitable for bidding and permitting, including structural and all other calculations.

**DELIVERABLES:**

- IFB Drawings – Civil, Structural, Electrical, Mechanical, and Fire Protection, sealed by Engineers licensed in the State of Alaska
- OPCC (+/- 7% contingency)
- Specifications
- Bid Sheet

**SCHEDULE:**

- HDR proposes to deliver 100% drawings within 3 weeks of receiving comments from the City on the 95% design, unless significant comments are received.

**Task 6: Existing Building Repairs (optional, Time & Materials)****SCOPE:**

As part of this Task, HDR will prepare drawings and specifications for the repairs to the existing building suggested in the Facility Assessment memo. Drawings and specifications for repairs and work related to the decommissioning of the existing baler will be included in Tasks 2 through 5, as those are required for a fully operational facility. This task is only for design of the maintenance type repairs that extend the building service life but do not impact overall functionality of the building. These repairs include:

- Replacement of damaged structural elements
- Repairs to damaged siding
- Bracing of added pipes and conduits for water/air/power
- Additional supports/bracing for fire sprinkler piping
- Replacement of insulation
- Enclose area above office/restroom
- Rehabilitation of existing office/restroom
- Clean and re-coat existing structural steel members.

**Cost:**

HDR proposes completing Tasks 1-5 on a lump sum basis for \$311,543; see the attached detailed cost breakdown. HDR proposes completing Task 6 on a time and materials basis for \$14,923; see the attached detailed cost breakdown.

### Assumptions:

1. City review comments on each deliverable will be consolidated into one file with all conflicting comments resolved internally before being sent to HDR.
2. Review comments on design will be addressed in the following design submittal.
3. Specifications will be based on HDR's Master Specifications in CSI MasterFormat.
  - a. HDR will prepare all specifications including contract administration specifications (Division 01). HDR assumes that City of Valdez will provide their contract front end documents/general conditions at NTP to allow for technical specifications to be properly coordinated.
4. No site visits by HDR staff will be required for design of this project. Geotechnical investigation by S&W will be the only site visit.
5. All meetings will be held virtually.
6. All deliverables will be submitted to the City as electronic files only as PDFs.
7. HDR is aware that the baler facility is in an area vulnerable to landslides and other geohazards as it is in close proximity to the previous town damaged by the 1964 earthquake. HDR assumes that due to development and space restrictions, the City will place the new baler facility on the existing site on Sawmill Drive. The new facility will be designed for current code standards related to wind and seismic loading; however, no mitigation will be made for the threat of earthquake induced landslide, liquefaction/lateral spread, tsunami or other catastrophic conditions.
8. Building heat will utilize waste oil burners similar to the existing baler building.
9. Building will be single story and a maximum of 13,500 square feet and will not include offices or bathrooms.
10. The City will provide a list of materials sourced by the Owner and work that will be performed by the Owner with 35% review comments.
11. Leachate removal from the baler pit will consist of manual pumping to maintain observations and communication with the wastewater treatment plant. Design will not include a direct connection to the wastewater treatment plant.
12. Automatic Sprinkler System will be a delegated design using performance specifications along with criteria drawings. The final working plans and calculations as required per code will be provided by the awarded contractor as part of deferred submittal process. The criteria drawings will include system zoning and classification, performance notes, utility connections, and preliminary sprinkler riser layout, inspector's test valve locations for coordination and bidding clarity.
13. Performing an onsite hydrant flow test in accordance with NFPA 291 is not included in this proposal. Hydrant flow test will be provided by client or municipal utilities provider.
14. Fee does not include design of a fire pump and/or water storage tank. Municipal water supply capacity is assumed to be adequate to support fire suppression and fire flow demands.
15. Development of Hazardous Material Inventory Statement (HMIS) and Hazardous Material Management Plan (HMMP) are not included in this proposal.
16. Design of alternative automatic fire-extinguishing systems are not included in this proposal.
17. Bidding and Construction Administration/Engineering related services are not included in this proposal. HDR should be retained during construction to provide engineering support related to procurement and erection of the metal building, as actual loads from the building must be confirmed against HDR's values assumed during design.
18. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over

competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

19. Task 6 includes design of maintenance repairs to the existing building, that are in addition to those required to decommission the existing baler and get the new facility operational. Specifications for maintenance repairs will be included as notes on drawings where necessary. No standalone specifications for the repairs will be developed. It is assumed that repairs will be performed as part of the main construction contract. If the City wishes to execute this task, please notify HDR no later than the return of 65% review comments.
20. HDR assumes that the building superstructure (bottom of baseplate up) will be a pre-engineered metal building. HDR will prepare a performance specification that will be included in the bid documents; however, final design of the building will be by the building manufacturer.
  - a. HDR's design will be based on our best estimate of building reactions; however, some engineering coordination will be required during construction to confirm assumed loads and make necessary revisions. Budget for the required coordination is not included in this scope. HDR can assist the City with early engagement of a building manufacturer. This would require an upfront cost from the City to be paid to a building manufacturer.

If you have any questions, please contact Courtney Holston, P.E. at (907) 644-2195 or [courtney.holston@hdrinc.com](mailto:courtney.holston@hdrinc.com).

Respectfully,  
HDR Engineering, Inc.



Anna Kohl, CEP  
Alaska Area Operations Manager

Attachment: Cost Estimate Breakdown

**HDR Engineering, Inc.  
COV Baler Building Design**

**Lump Sum / Firm Fixed Price**

COV Baler Building Design	HDR Labor																			SUBS						TOTAL COSTS			
	Project Manager	Deputy Project Manager	Sr. Structural Technical Lead	Structural EIT	Project Accountant 2	CAD	BIM	Model Manager	Sr. Fire Protection Engineer	FLS Suppression	FLS Alarm	FLS BIM	Sr. Architect	Sr. Civil QC	Enviro. Coord.	Sr. Mechanical QC	Sr. Structural QC	Engineer Electrical Sr	Estimator Sr	Hour Subtotal	Cost Subtotal	Shannon & Wilson	EDC Elec.	EDC Mech.	Subs Subtotal		Markup	Subs Subtotal with Markup	
	Employee	Holston, Courtney Briana	Buchanan, Samantha Rachel (Sam)	Fortner, Andrew Jack (Andy)	Dowell, Luke Patrick	Hall, Catley Nicole	Fair, Alexander Jonathan (Alex)	Erbesen, Billiejo Nicole	Fancher, Heather A	Warboys, Jesse A	Gascho, Emily Anne	Cunard, William E III	Freeman, Thaddeus R (Thad)	Lambert, Michael E	Hawley, William T	Tran, Carrina Nadhira (Nana)	Sutton, Karl M	Kuntz, Michael William	Best, Donald E										Baldwin, Michael Jon
	2026 Rates	\$144.00	\$168.00	\$211.90	\$141.95	\$158.43	\$117.86	\$111.14	\$185.57	\$286.46	\$238.46	\$143.46	\$154.18	\$256.06	\$260.80	\$102.02	\$245.95	\$196.80	\$298.69										\$247.14
	Estimated 2027 Rates	\$151.20	\$176.40	\$222.50	\$149.05	\$166.35	\$123.75	\$116.69	\$194.85	\$300.79	\$250.39	\$150.63	\$161.88	\$268.87	\$273.84	\$107.12	\$258.25	\$206.64	\$313.62										\$259.49
1	<b>Geotechnical Investigation</b>	4	0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$1,317	\$70,400	\$0	\$0	\$70,400	\$7,040	\$77,440	\$78,757	
1.1	Geotechnical Report	4																		4	\$576	\$70,400			\$70,400	\$7,040	\$77,440	\$78,016	
1.2	QC/OH			2		2														4	\$741							\$741	
2	<b>85% Design</b>	26	14	26	0	2	30	40	8	1	6	4	3	0	5	13	1	0	1	8	188	\$29,294	\$0	\$7,440	\$7,480	\$14,920	\$1,492	\$16,412	\$45,706
2.1	Workshop meeting with City	2	2	2																6	\$1,048							\$1,048	
2.2	35% Design Drawings	16	8	20			30	40	8		5	4	1		4					136	\$20,315							\$20,315	
2.3	Specifications Index	2	2	2																12	\$1,897							\$1,897	
2.4	ROM Cost Estimate	1	1	1																8	\$3,710							\$3,710	
2.5	Review Comments/Meeting	1	1	1																4	\$626							\$626	
2.6	Subconsultants	4																		4	\$576		\$7,440	\$7,480	\$14,920	\$1,492	\$16,412	\$16,988	
2.7	QC/OH					2									1					5	\$1,122							\$1,122	
3	<b>65% Design</b>	29	35	46	18	2	20	60	0	4	25	15	10	8	15	18	2	8	4	8	327	\$55,537	\$0	\$15,150	\$11,460	\$26,610	\$2,661	\$29,271	\$84,808
3.1	Drawings	10	16	20	14		20	60		2	8		1	8	4					163	\$25,105							\$25,105	
3.2	Specifications	10	18	16	2					2	10		2	10	4	8				72	\$13,264							\$13,264	
3.3	Bid Sheet	1		1							5		1	1	1					10	\$2,065							\$2,065	
3.4	65% Construction Cost Estimate	1		8	2						2		1	2	8					8	\$2,065							\$2,065	
3.5	Review Comments/Meeting	1	1	1																4	\$626							\$626	
3.6	Subconsultants	6																		6	\$864		\$15,150	\$11,460	\$26,610	\$2,661	\$29,271	\$30,135	
3.7	QC/OH					2						15	5		4					40	\$7,544							\$7,544	
4	<b>95% Design</b>	21	22	61	16	2	4	40	0	6	28	17	12	8	13	9	4	8	4	8	283	\$51,923	\$0	\$12,040	\$5,240	\$17,280	\$1,728	\$19,008	\$70,931
4.1	Drawings	6	6	30	8		4	40		2	8	10	4	8	2					128	\$21,384							\$21,384	
4.2	Specifications	6	12	26	8					1	8	7	4	2						74	\$13,862							\$13,862	
4.3	Bid Sheet	1	1	2						1	6		2	1						14	\$3,022							\$3,022	
4.4	95% Construction Cost Estimate	1	2	2							6		2	4	8					8	\$6,479							\$6,479	
4.5	Review Comments/Meeting	1	1	1																4	\$626							\$626	
4.6	Subconsultants	6																		6	\$864		\$12,040	\$5,240	\$17,280	\$1,728	\$19,008	\$19,872	
4.7	QC/OH					2									4					24	\$5,686							\$5,686	
5	<b>100% Design</b>	18	5	17	0	2	0	20	0	2	11	6	4	4	6	9	2	4	2	4	116	\$21,651	\$0	\$5,580	\$3,230	\$8,810	\$881	\$9,691	\$31,342
5.1	Drawings	8		8				20			2	2	1	4	1					46	\$7,637							\$7,637	
5.2	Specifications	1	4	8							3	1	1	1	8					27	\$4,831							\$4,831	
5.3	Bid Sheet	1								1	3	1	1	1	1					9	\$1,897							\$1,897	
5.4	Construction Cost Estimate	1									3	2	1	1						13	\$2,978							\$2,978	
5.5	Review Comments/Meeting	1	1	1																3	\$550							\$550	
5.6	Subconsultants	6																		6	\$907		\$5,580	\$3,230	\$8,810	\$881	\$9,691	\$10,598	
5.7	QC/OH					2								2		2	4	2		12	\$2,851							\$2,851	
6	<b>Existing Building Repairs (T&amp;M)</b>	10	8	20	0	0	0	30	0	8	0	0	0	6	0	0	0	0	0	82	\$14,923	\$0	\$0	\$0	\$0	\$0	\$0	\$14,923	
6.1	Drawings	5	4	10				30		4				2						55	\$8,938							\$8,938	
6.2	Specifications	5	4	10										2						25	\$5,437							\$5,437	
6.3	QC/OH													2						2	\$548							\$548	
	<b>2026 Labor Hour Total</b>	80	71	135	34	8	54	140	8	11	59	36	25	16	33	40	7	16	9	24									
	<b>2027 Labor Hour Total</b>	28	13	37	0	2	0	50	0	10	11	6	4	4	12	9	2	4	2	4									
	<b>TOTAL COSTS</b>	\$ 15,754	\$ 14,221	\$ 36,840	\$ 4,826	\$ 1,600	\$ 6,364	\$ 21,394	\$ 1,485	\$ 6,159	\$ 16,824	\$ 6,068	\$ 4,502	\$ 5,172	\$ 11,892	\$ 5,045	\$ 2,238	\$ 3,975	\$ 3,315	\$ 6,969	1004	\$174,644	\$70,400	\$40,210	\$27,410	\$138,020	\$13,802	\$151,822	\$326,466

- Notes:
1. Rates based on multiplier with yearly escalation
  2. Rates assume Task 5 and 6 occur in 2027



## Legislation Text

---

**File #:** 26-0251, **Version:** 1

---

**ITEM TITLE:**

Approval of Contract Amendment #1 with Alaska Scrap & Recycling, LLC in the Amount of \$700,000 for the 2026 Scrap Metal Processing Project

**SUBMITTED BY:** Bart Hinkle, Interim Public Works Director

**FISCAL NOTES:**

Expenditure Required: \$700,000

Unencumbered Balance: \$809,301

Funding Source: 350-0600-55000

**RECOMMENDATION:**

Approve contract amendment #1 with Alaska Scrap & Recycling, LLC in the amount of \$700,000 for the 2026 scrap metal processing project

**SUMMARY STATEMENT:**

In 2025 Alaska Scrap & Recycling, LLC (ASR) processed approximately 2000 tons of scrap metal but was unable to ship out on the fall ammo barge back-haul.

A dedicated barge will arrive in Valdez approximately August 10<sup>th</sup> and ASR will mobilize to Valdez in July to process the remaining and newly collected scrap metal to fill the barge (assumed additional 1500-2000 tons). All on site junk vehicles will be processed, and baler staff will be trained to be able to process future intakes of junk vehicles.

Following barge load out, ASR will work with Code Enforcement to address nuisance properties to remove scrap metal and junk vehicles to stage for future processing.

The terms of the contract are unit price with a not to exceed amount. Remaining funds will be deployed to address nuisance properties. If additional clean-up work is desired, Staff may seek additional funds from Council.

The results of the 2026 work will begin the process of the next phase and future scrap barge load outs.



**City of Valdez  
Contract Amendment #1**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and

Alaska Scrap & Recycling, LLC (“Consultant”), is to the following AGREEMENT dated the 12th day of May, 2025:

**Project: Scrap Barge & Recycling**  
**Project No: 24-350-0600**  
**Contract No.: 2360**  
**Cost Code: 350-0600-55000**

Consultant’s project manager under this agreement is Jeff Riley.

City’s project manager is Bart Hinkle.

**ARTICLE 1. Justification**

The above referenced AGREEMENT requires modification due to the following requirements or conditions: Additional scrap has been collected and requires processing and final barge load out was unable to occur in 2025 and will happen August 2026.

**ARTICLE 2. Scope of Work - Period of Performance**

Scope of work and/or Period of Performance to the above referenced AGREEMENT shall be modified to include services in 2026 for scrap processing, car processing, barge loadout and hauling and on-site abatement of nuisance properties. Work will be compensated in a time and materials manner per the rates described below in an amount not to exceed \$700,000. The term of the contract is extended through June 1, 2027. All property abatement will be coordinated with the Project Manager and estimated in advance of commencing clean-up to verify budget availability.

Vehicle Processing - \$198/ea  
Freon Removal - \$28/ea  
Scrap Processing (Base) - \$229.13/ton  
Scrap Processing (special) - \$335  
Excavator - \$250/hr  
Shear - \$300/hr  
Tractor Trailer -\$195/hr

General Labor - \$85/hr  
Tow Truck Mob to Valdez \$1500/ea  
Tow Truck (1hr min) -\$150/hr  
Tow Truck (winch-outs) -Add \$85/hr  
Loading/Trucking - \$34.10/ton  
Barging - \$142.50/ton  
Material Offset, Sale – Market Rate

Agreement for Services  
Project: Scrap Barge & Recycling  
Project No.: 24-350-0600  
Contract No.: 2360  
Cost Code: 350-0600-55000



ARTICLE 3. Compensation

Original amount of the AGREEMENT: \$750,000.00

Amount Changed by previously authorized Amendment: \$0.00

AGREEMENT Amount prior to this Amendment: \$750,000.00

Amount of this Amendment: \$700,000.00

New total AGREEMENT amount including this Amendment: \$1,450,000.00

ARTICLE 4. Extent of Agreement:

The above referenced AGREEMENT, including this and all previously authorized Amendments and appendices, represents the entire and integrated AGREEMENT between the City and the Contractor.

Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Contractor which does not otherwise exist without regard to this AMENDMENT.

All terms, conditions, and provisions of the above referenced AGREEMENT, to include all previously authorized Amendments, remain in full force and effect, except as specifically modified herein by this AMENDMENT.

IN WITNESS WHEREOF, the parties to this presence have executed this AMENDMENT in two (2) counterparts, each of which shall be deemed an original, on the date first mentioned above.

Signatures on next page

Agreement for Services  
Project: Scrap Barge & Recycling  
Project No.: 24-350-0600  
Contract No.: 2360  
Cost Code: 350-0600-55000



**ALASKA SCRAP & RECYCLING, LLC**

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
Name of Company Rep Authorized to Sign

\_\_\_\_\_  
Dennis Fleming, Mayor

BY: \_\_\_\_\_

Date: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

FEDERAL ID #: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Secretary or Attest

\_\_\_\_\_  
Nathan Duval, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RECOMMENDED:

\_\_\_\_\_  
Bart Hinkle, Interim Public Works Director

Date: \_\_\_\_\_



## Legislation Text

---

**File #:** RES 26-0033, **Version:** 1

---

**ITEM TITLE:**

#26-33 - Supporting a Constitutional Amendment to Restructure the Alaska Permanent Fund and Stabilize the Annual Draw for State Services

**SUBMITTED BY:** By Request of Council

**FISCAL NOTES:**

Expenditure Required: n/a  
Unencumbered Balance: n/a  
Funding Source: n/a

**RECOMMENDATION:**

Approve Resolution 26-33.

**SUMMARY STATEMENT:**

On Tuesday, May 26, 2026, members of the Alaska Permanent Fund Corporation Board of Trustees presented to City Council on the history and management of the Alaska Permanent Fund.

It was requested that the Valdez City Council consider adopting a resolution to lend support for a constitutional amendment intended to protect the fund and limit the annual draw. This restructuring has been supported by the trustees for many years.

The proposed amendment to the Alaska Constitution would restructure the Alaska Permanent Fund by combining the earning reserve account (fund comprised of the income generated by the permanent fund each year that is available for appropriation by the legislature) with the principle (constitutionally protected corpus of the fund). The proposed constitutional amendment would also limit the money available each year for state spending (draw) to five-percent of the average five-year value of the entire fund.

Versions of this have been considered by the Alaska Legislature but have not passed. The most recent version of this legislation was HJR 10 during the 34<sup>th</sup> Legislature. To take effect a constitutional amendment would need to pass the legislature and be approved by Alaska voters.

Council Member Foster requested that Council consider a resolution of support on this topic, other council members consented to bring it forward for consideration.

The resolution is attached for review. The additional background materials are provided for context:

---

**File #:** RES 26-0033, **Version:** 1

---

APFC Resolution 20-01, APFC Resolution 04-09, HJR 12 (full text and sponsor statement)

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 26-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, SUPPORTING A CONSTITUTIONAL AMENDMENT TO RESTRUCTURE THE ALASKA PERMANENT FUND AND STABILIZE THE ANNUAL DRAW FOR STATE SERVICES

WHEREAS, the Alaska Permanent Fund Corporation Board of Trustees (APFC Board) held their Spring 2026 quarterly meeting in Valdez; and

WHEREAS, as part of their visit to Valdez, trustees presented to the Valdez City Council on the history of Alaska's sovereign wealth fund and importance of the fund's stability to sustainable state budgets; and

WHEREAS, the APFC Board has adopted resolutions on three occasions supporting the collapse of the statutory earnings reserve account established by AS 37.13.145 of the Alaska Permanent Fund into the principal of the fund to create a single constitutionally protected fund; and

WHEREAS, these resolutions further advocated for limiting the annual draw from the combined fund to no more than five percent of the average fiscal year-end market value of the fund over the immediately preceding five years; and

WHEREAS, the APFC Board contends that limiting the fund's annual draw to the average real return of the fund is a common practice among large endowment funds and an effective way to balance the goal of maximizing the availability of income with the long-term goal of protecting the purchasing power of the fund; and

WHEREAS, constitutional amendments to advance this change were considered by the Alaska Legislature during the Twenty-Second, Twenty-Third, and Thirty-First sessions of the Alaska Legislature, however, none of these resolutions have received sufficient support to advance to a general election for consideration by Alaska voters; and

WHEREAS, the Valdez City Council supports the efforts of the APFC Board toward protecting and stabilizing revenues from the Alaska Permanent Fund and believes the Alaska voters deserve a chance to weigh in on the fund's future.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that:

The Valdez City Council urges the Alaska Legislature to pass a constitutional amendment, to be considered by the voters of Alaska, that would achieve the goal of structuring the Alaska Permanent Fund as a single protected account and limiting the annual draw on this account.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 16<sup>th</sup> day of June, 2026.

CITY OF VALDEZ, ALASKA

ATTEST:

\_\_\_\_\_  
Dennis Fleming, Mayor

\_\_\_\_\_  
Sheri Pierce, City Clerk

# Additional Background Information for Resolution 26-33

*Alaska Permanent Fund Corporation*

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALASKA PERMANENT FUND CORPORATION  
OFFERING ALTERNATE PROPOSALS TO SUPPORT AN ANNUAL PERCENT OF MARKET VALUE  
DRAW FROM THE PERMANENT FUND  
RESOLUTION 20-01**

With the enactment of SB 26, Chapter 16 SLA 18 on July 1, 2018, an essential step was taken to codify a set of rules to establish a sustainable annual draw from the realized earnings of the Alaska Permanent Fund (Fund). The Board of Trustees believes additional measures would enhance the sustainable use of Fund earnings for the benefit of all generations of Alaskans that warrant consideration by the Alaska Legislature and the Administration, including:

- 1. Transform, by constitutional or statutory amendment, the Alaska Permanent Fund and Earnings Reserve Account into a single fund and limit the annual draw to the fund's long-term real return:**
  - a. Constitutional Amendment:** On three prior occasions the Board has adopted a resolution (Resolutions 00-13, 03-05, and 04-09) to collapse the Earnings Reserve Account into the Principal of the Fund and limit the annual draw from the combined Fund to no more than five percent of the average fiscal year-end market value of the fund over the immediately preceding five years. These resolutions explained that limiting the Fund's annual draw to the average real return of the Fund was both: (1) a common practice among large endowment funds, and (2) an effective way to balance the goal of maximizing the availability of income with the long-term goal of protecting the purchasing power of the Fund. Constitutional amendments to advance this change were considered by the Alaska Legislature during the Twenty-Second and Twenty-Third Alaska Legislatures, and are currently being considered by the Thirty-First session of the Alaska Legislature. To date, none of these resolutions have received sufficient Legislative support to advance to a general election for consideration by Alaska voters. The Board, through this Resolution, expresses its continued support of a constitutional amendment along the parameters outlined in its three prior resolutions on this topic.
  - b. Statutory Amendment:** The Board has also discussed and supports the development of a legislative proposal that would amend existing law to transform the current two-fund structure (i.e. Principal and ERA) into a single fund with an annual appropriation to the General Fund based on the average long-term real return of the Fund. Because the constitutionally dedicated royalty deposits and appropriations to the Principal of the Fund are not subject to appropriation (i.e., permanent dedications), an annual appropriation would be prohibited if it would cause the value of the Fund to drop below the historic dollar value of these dedicated deposits. By collapsing the ERA and Principal into a single fund and limiting the annual draw to the Fund's real return, inflation-

proofing the Fund on an annual basis via annual appropriation would no longer be necessary. Importantly, this single fund transformation, based on the words contained in article IX, section 15 of the Alaska Constitution, appears supported by the rules of construction in section 4 of the Uniform Prudent Management of Institutional Funds Act, which Alaska enacted in 2010. The Board, through this Resolution, expresses its support for and directs APFC Staff to draft a legislative proposal and seek input from the Department of Law before submitting this proposal to the Administration and Legislature for their consideration.

- 2. Adjustments to the existing rules-based system governing fund transfers into and out of the Principal and ERA, if the ERA and Principal are not combined:** If sufficient support for a constitutional or statutory amendment cannot be garnered to transform the Principal and ERA into a single fund with a limited annual draw, the Board supports the following additions to the existing rules-based system to ensure the ERA balance is sufficient to meet the annual POMV draw enacted by the Legislature in SB 26:
  - a. Periodic Review of Fund Return Assumption:** Because the POMV draw from the ERA established in SB 26 is based on the assumption that the Fund expects to generate an average real return of 5%, if the Fund's real return falls below 5% for an extended period of time, the ERA will run dry (i.e. ERA Shortfall). The Board recommends having a mechanism built into state law that would require APFC to revisit this return assumption every few years and provide the Legislature with a report as to whether a 5% POMV is projected to be sustainable, both in terms of the expectation of the Fund to generate a 5% real return and the ERA's ability to support the POMV draw based upon its current and projected balance.
  - b. ERA Balance Buffer:** In modeling and analyzing the long-term durability of the ERA to support the POMV draw, it is clear that during market environments when realized gains from the Principal remain low for a prolonged period of time, without a buffer of funds in the ERA, the risk of ERA Shortfalls become meaningful. To hedge this risk, the Board supports a change to the existing rules-based system to maintain a balance in the ERA of at least four times the expected annual POMV draw ("4X Buffer"). This would include a rules-based approach that suspends inflation proofing when the ERA balance is below the 4X Buffer, and to make up missed inflation proofing payments when the ERA balance exceeds the 4X Buffer. This set of rules is projected to result in similar inflation proofing outcomes as the current annual rule, but significantly decrease the chance the POMV draw cannot be made in any given year.

To be clear, the Board continues to support the consistent inflation-proofing of the Principal of the Fund as set forth in Board Resolutions 17-01 and 18-04. However, if the Legislature can both maintain the long-term durability of the ERA to support the SB 26 annual POMV draw and honor its commitment to inflation-proof the Principal of the Fund over the long-term, the harm

to the Principal of the Fund will be mitigated. The Board is also evaluating and discussing with the Department of Law a legislative proposal to re-define “net income” so that the annual inflation-proofing transfer would happen every year automatically. Should this legislative proposal receive support, it could be designed to trigger the suspension of inflation-proofing when the ERA balance is too low and trigger inflation-proofing catch-up payments when the balance of the ERA recovers; all without the need for annual appropriation to support these events.

Based on analysis completed by APFC Staff and the General Consultant at the request of the Board, the combination of these two protective measures will enhance the ability of the ERA to weather most foreseeable market environments and sustainably generate the 5% POMV draw set forth in SB 26.

**NOW THEREFORE BE IT RESOLVED** that the Trustees direct the Executive Director to distribute this Resolution to the Members of the 31st Alaska State Legislature and offer to have the Board, Staff, and the General Consultant testify in support of the Legislative initiatives set forth in this Resolution.

**PASSED AND APPROVED** by the Board of Trustees of the Alaska Permanent Fund Corporation, this 5th day of March, 2020.

/s/  
Craig Richards  
Chairman, Board of Trustees  
Alaska Permanent Fund Corporation

ATTEST:

/s/  
Angela M. Rodell, Corporate Secretary

**ALASKA PERMANENT FUND CORPORATION****RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALASKA  
PERMANENT FUND CORPORATION RE-AFFIRMING THE BOARD'S  
COMMITMENT TO A CONSTITUTIONAL AMENDMENT ESTABLISHING A  
PERCENT OF MARKET VALUE ("POMV") SPENDING LIMIT  
METHODOLOGY FOR THE ALASKA PERMANENT FUND****RESOLUTION 04-09**

In December 2000 and again in April 2003, the Board of Trustees ("Board") expressed by resolution its view, as the body with fiduciary responsibility for the management of the Alaska Permanent Fund ("Fund"), that adoption of a constitutional amendment to limit spending from the Fund by use of a "percent of market value" ("POMV") formula was in the long-term best interest of both the Fund and the people of the State of Alaska. In both resolutions (Resolutions 00-13 and 03-05), the Board encouraged the Legislature to consider and approve a POMV amendment that would permit an annual payout from the Fund of no more than five percent of the average market value of the Fund over a prior five year period.

Such a proposal was introduced during the now-concluded 23<sup>rd</sup> Legislature, but was not approved for presentation to the voters at the upcoming general election. The Board appreciates the support given this POMV proposal by Governor Murkowski and the support by the Legislature.

Despite the failure of the Board's POMV proposal to be placed on the 2004 general election ballot, implementation of a constitutional POMV spending limit for the Fund, with the accompanying benefit of assuring permanent inflation proofing of the Fund, continues to be a high priority policy goal for the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees that the Board reaffirms its commitment to a constitutional amendment that provides for protection of the Fund by application of a POMV payout mechanism.

BE IT FURTHER RESOLVED that the 24<sup>th</sup> Legislature of the State of Alaska, in consultation with the governor and the Board, is again urged to consider and approve a proposal for a POMV spending limit.

**PASSED AND APPROVED** by the Board of Trustees of the Alaska Permanent Fund Corporation this 21<sup>st</sup> day of September, 2004.

*/s/ Carl Brady, Chair  
Board of Trustees*

ATTEST:

*/s/ Michael J. Burns  
Corporate Secretary*

**HOUSE JOINT RESOLUTION NO. 10**

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-FOURTH LEGISLATURE - FIRST SESSION

**BY REPRESENTATIVES SCHRAGE, Fields**

**Introduced: 2/21/25**

**Referred: State Affairs, Judiciary, Finance**

**A RESOLUTION**

1 **Proposing amendments to the Constitution of the State of Alaska relating to the Alaska**  
 2 **permanent fund and to appropriations from the Alaska permanent fund.**

3 **BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

4 \* **Section 1.** Article IX, sec. 15, Constitution of the State of Alaska, is amended to read:

5 **Section 15. Alaska Permanent Fund. (a)** At least twenty-five percent of all  
 6 mineral lease rentals, royalties, royalty sale proceeds, federal mineral revenue sharing  
 7 payments and bonuses received by the State shall be placed in a permanent fund.  
 8 **Except as provided in (b) of this section, the fund** [, THE PRINCIPAL OF  
 9 WHICH] shall be used only for [THOSE] income-producing investments specifically  
 10 designated by law as eligible for permanent fund investments. All income from the  
 11 permanent fund shall be **retained** [DEPOSITED] in the [GENERAL] fund [UNLESS  
 12 OTHERWISE PROVIDED BY LAW].

13 \* **Sec. 2.** Article IX, sec. 15, Constitution of the State of Alaska, is amended by adding a  
 14 new subsection to read:

15 (b) Each fiscal year, the legislature may appropriate from the permanent fund  
 16 to the general fund an amount that is not more than five percent of the average fiscal-

1 year-end market value of the permanent fund for the first five of the preceding six  
 2 fiscal years, including the fiscal year just ended. Each fiscal year, the legislature may  
 3 also appropriate from the permanent fund an amount to pay costs associated with  
 4 investments made under (a) of this section, including operating expenditures  
 5 associated with managing the fund.

6 \* **Sec. 3.** Article XV, Constitution of the State of Alaska, is amended by adding a new  
 7 section to read:

8 **Section 30. Permanent Fund Amendments: Transition.** (a) On June 30,  
 9 2027, the unencumbered balance of the earnings reserve account established by law  
 10 shall be deposited in the Alaska permanent fund and become part of the principal of  
 11 the fund.

12 (b) The 2026 amendments relating to the Alaska permanent fund (art. IX, sec.  
 13 15) apply to appropriations made for the fiscal year ending June 30, 2028, and  
 14 thereafter.

15 \* **Sec. 4.** The amendments proposed by this resolution shall be placed before the voters of  
 16 the state at the next general election in conformity with art. XIII, sec. 1, Constitution of the  
 17 State of Alaska, and the election laws of the state.

# Alaska House of Representatives

## Representative Calvin Schrage

*Co-Chair: House Finance Committee*

*Session:*

**Alaska State Capitol  
Juneau, AK 99801  
(907) 465-4931**



*Interim:*

**1500 W. Benson  
Blvd. Anchorage, AK 99503  
(907) 269-0205**

*Proudly serving our friends and neighbors in the Abbott Loop - Lower Hillside Community*

## ***House Joint Resolution 10 - Version A***

### **Sponsor Statement**

*"A Resolution Proposing amendments to the Constitution of the State of Alaska relating to the Alaska permanent fund and to appropriations from the Alaska permanent fund."*

When the Permanent Fund was created, it was structured as two accounts: the Principal and the Earnings Reserve Account (ERA). The Alaska Constitution prohibits the spending of the Principal without a vote of the people. However, profits generated by the fund are deposited into the ERA, which is entirely available for the Legislature to appropriate and spend. The current value of the ERA is approximately \$9.7 billion. Overdraw of the ERA depletes the value of the entire Permanent Fund and leaves Alaska worse off. In 2018 the Legislature adopted statutes that allow appropriation up to an amount that maintains the growth of the fund. This plan is commonly known as the "Percent of Market Value" ("POMV") draw. Still, those statutes do not stop the Legislature from passing budgets that spend Permanent Fund earnings beyond those sustainable limits. This resolution would send a proposed amendment to Alaska voters to enshrine this policy in the constitution.

The proposed constitutional amendment would combine the Permanent Fund Principal and the Permanent Fund Earnings Reserve Account into a single constitutionally protected account. Under this proposed amendment, the Legislature would be allowed to appropriate each year a maximum of five percent (5%) of the market value of that new constitutionally safeguarded account as calculated over the first five of the preceding six fiscal years. Experts have told the Legislature that these limits make that spending rate sustainable.

The Permanent Fund's Board of Trustees have recommended this change since 2003, and this constitutional amendment was also urged by the Fiscal Policy Working Group, a bipartisan and bicameral group of legislators that issued a report in 2021.

This measure is not and should not deal with the size of the Permanent Fund Dividend or what specific percentage of this appropriation is spent on state services. It neither encourages nor prevents legislators from pursuing those plans in the future. This merely prevents the state from overspending our renewable financial resource which ensures the permanence of our Permanent Fund.

*May 2, 2025*



## Legislation Text

---

**File #:** RES 26-0034, **Version:** 1

---

**ITEM TITLE:**

#26-34 - Amending the 2026 City Budget By Accepting a Rasmuson Tier One Grant for the Valdez Voices and Visions Placemaking Project in the Amount of \$25,000

**SUBMITTED BY:** Martha Barberio, Economic Development Director

**FISCAL NOTES:**

Expenditure Required: \$25,000  
Unencumbered Balance: \$25,000  
Funding Source: Rasmuson Tier 1 Grant

**RECOMMENDATION:**

Approve Resolution 26-34.

**SUMMARY STATEMENT:**

The City of Valdez has been awarded a \$25,000 Tier 1 Grant from the Rasmuson Foundation to support the Valdez Voices and Visions Project. Valdez Voices and Visions is a community placemaking initiative designed to celebrate and preserve the unique history, culture, and identity of Valdez through interpretive signage, storytelling, public art, and wayfinding enhancements.

Deliverables for the project include: multi-media wayfinding that includes audio & video of earthquake survivor stories; art panels; digital videos of old town stories; interpretative panels to be placed along old town walking tour.

The project highlights the stories of the original townsite, the 1964 Good Friday Earthquake, Alaska Native heritage, the Trans-Alaska Pipeline era, and the individuals and families who have shaped Valdez throughout its history. These improvements are intended to strengthen community identity, enhance the visitor experience, and provide lasting educational and cultural benefits for residents and visitors alike.

**Alignment with City Council Priorities**

The Valdez Voices and Visions Project directly advances several City Council priorities and goal qualifiers related to tourism, recreation, economic development, and community identity. Specifically, the project:

- Enhances the visitor experience through placemaking, interpretive signage, and storytelling that encourages longer stays and increased visitor spending.

- Strengthens community identity and pride by preserving and sharing the stories of Valdez, including Alaska Native heritage, the original townsite, the 1964 Good Friday Earthquake, maritime traditions, and the Trans-Alaska Pipeline era.
- Supports economic development by creating cultural assets that attract visitors and benefit local businesses.
- Improves quality of life by investing in public spaces and creating opportunities for residents and visitors to engage with the history and culture of Valdez.
- Advances tourism and recreation objectives by developing amenities and experiences that contribute to Valdez's position as a premier destination and gateway to Prince William Sound.
- Leverages outside funding to implement community enhancement projects without requiring additional local funding.

CITY OF VALDEZ, ALASKA

RESOLUTION #26-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2026 CITY BUDGET BY ACCEPTING A RASMUSON TIER ONE GRANT FOR THE VALDEZ VOICES AND VISIONS PLACEMAKING PROJECT IN THE AMOUNT OF \$25,000

WHEREAS, the City of Valdez is committed to preserving and celebrating the community's history, culture, and identity while enhancing the quality of life for residents and visitors; and

WHEREAS, the Rasmuson Foundation has awarded the City of Valdez a Tier 1 Grant in the amount of \$25,000 to support the Valdez Voices and Visions Project; and

WHEREAS, the Valdez Voices and Visions Project is a community placemaking initiative designed to celebrate Valdez's unique history, culture, people, and sense of place through public storytelling, interpretive signage, public art, and wayfinding enhancements; and

WHEREAS, the project seeks to preserve and share stories of the original townsite, the 1964 Good Friday Earthquake, Alaska Native heritage, maritime traditions, the Trans-Alaska Pipeline era, and the individuals and families who have shaped the community throughout its history; and

WHEREAS, the Valdez Voices and Visions Project directly supports City Council priorities related to tourism, recreation, community identity, economic development, and quality of life by enhancing public spaces, strengthening community pride, and improving the visitor experience; and

WHEREAS, placemaking projects such as Valdez Voices and Visions contribute to economic development by encouraging visitor engagement, increasing visitation to local attractions, supporting local businesses, and creating meaningful connections between residents, visitors, and the community's history; and

WHEREAS, the 2026 Budget must be amended to accept these funds and to authorize its expenditure for the Valdez Voices and Visions Placemaking; and

WHEREAS, budget amendments must be formally appropriated via Budget Amendment Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2026 City Budget is amended as follows:

Section 1: Misc. Economic Development Grants Revenue, 350.5400.33111, is increased by \$25,000.

Section 2: Rasmuson Valdez Voices and Visions Grant Expense, 350.5400.49500, is increased by \$25,000.

Section 3: The City Manager or their designee is authorized to execute any grant related agreements or documentation.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 16th day of June, 2026.

City of Valdez, Alaska

---

Dennis Fleming, Mayor

ATTEST:

---

Sheri L. Pierce, MMC, City Clerk



Legislation Text

---

**File #:** 26-0252, **Version:** 1

---

**ITEM TITLE:**

Monthly Treasury Report: April 2026

**SUBMITTED BY:** Casey Dschaak, Budget and Policy Analyst

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file.

**SUMMARY STATEMENT:**

Monthly report required by city code.

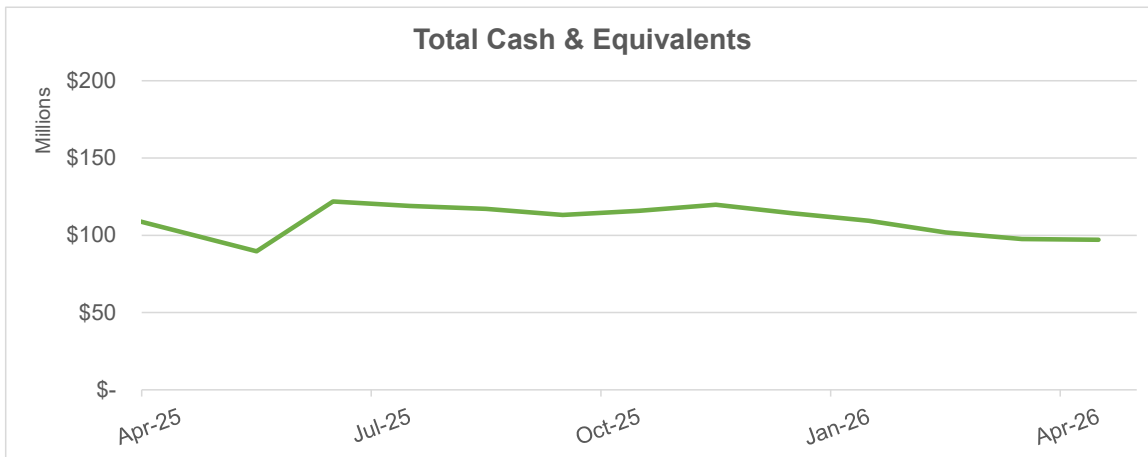
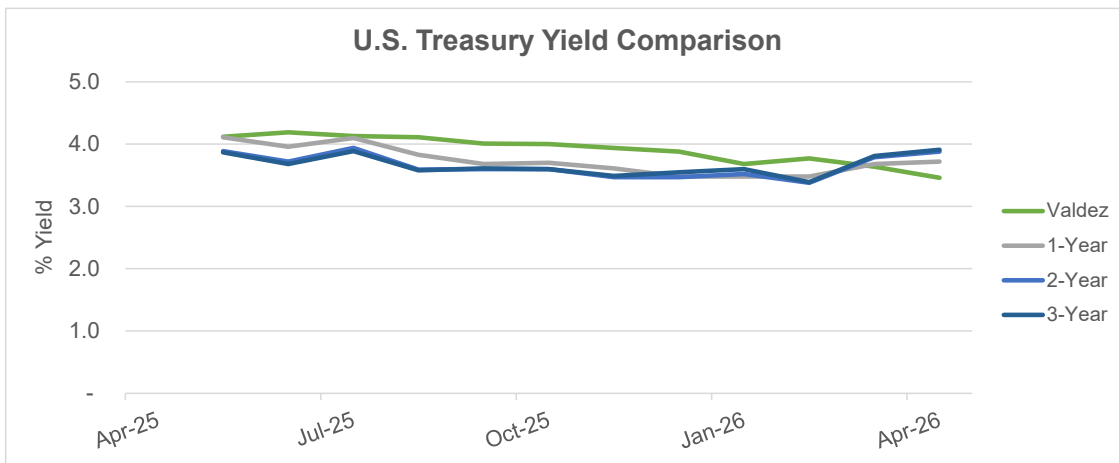


# Monthly Treasury Report

Period Ending: April 30, 2026

Prepared By: Casey Dschaak, Budget and Policy Analyst

		Begin			End	Yield	Notes
		Balance	Debits	Credits	Balance		
<b>Central Treasury</b>		<b>97,626,833</b>	<b>25,787,149</b>	<b>(26,316,312)</b>	<b>97,097,637</b>	<b>3.46%</b>	
Central Treasury	Principal	74,852,515	242,918	-	75,095,433	3.48%	
Money Market	Wells Fargo	12,702,989	2,107,809	(3,715,000)	11,095,798	3.60%	
AMLIP	AMLIP	8,870,371	26,456	-	8,896,827	3.50%	
Checking	Wells Fargo	920,516	14,266,817	(14,233,840)	953,494	0.00%	
Payroll	Wells Fargo	(7,617)	2,084,107	(2,079,736)	(3,246)	0.00%	
Ambulance Service	Wells Fargo	33	5,548	(5,548)	-	0.00%	
Sweep	Wells Fargo	288,025	7,053,495	(6,282,189)	1,059,331	3.54%	
<b>Restricted</b>		<b>4,835</b>	<b>2</b>	<b>-</b>	<b>4,837</b>	<b>0.48%</b>	
Police	Wells Fargo	4,835	2	-	4,837	0.48%	
<b>Total</b>		<b>97,631,667</b>	<b>25,787,151</b>	<b>(26,316,312)</b>	<b>97,102,473</b>	<b>3.46%</b>	





Legislation Text

---

**File #:** 26-0253, **Version:** 1

---

**ITEM TITLE:**

Quarterly Financial Summary Reports: March 31, 2026

**SUBMITTED BY:** Barb Rusher, Comptroller

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

Receive and file.

**SUMMARY STATEMENT:**

Quarterly un-audited internal financial summary reports.

These show budget-to-actual performance through March 31, 2026.

Please note that the Providence Medical Center March financial reports are also included in this packet.



## FINANCIAL SUMMARY AS OF 3/31/26 Operating only

Prepared Barb Rusher, Comptroller

Contact: [brusher@valdezak.gov](mailto:brusher@valdezak.gov)

(907) 834-3475

<b><u>CONTENTS</u></b>	<b><u>PAGE</u></b>
<b>General Fund</b>	
Summary	2
Revenue Detail	2
Expense Detail	2
<b>Special Revenue Funds - Summary</b>	
Airport	3
Harbor	3
Port	4
Utilities	4
<b>Other Funds - Summary</b>	
Debt Service	4
<b>Footnotes</b>	5
<b>Projects and Reserve Funds</b>	
Capital Projects	6
Major Maintenance Reserve	8
Providence Valdez Medical Clinic Projects	10
All Reserve Funds	11
<b>Health Insurance Fund</b>	
Health Insurance Fund	14
<b>Permanent Fund</b>	
Permanent Fund Summary	15
<b>Providence Quarterly Financial Statements</b>	
Providence Financial Stmtnts	16
Providence Counseling Center Fin. Stmtnts	18

	ADOPTED BUDGET	REVISED BUDGET	BUDGET CHANGE	YTD ACTUAL	YTD TO BUDGET	NOTES
<b>GENERAL FUND SUMMARY</b>						
<b>BEGINNING FUND BALANCE</b>	<b>17,559,217</b>	<b>17,559,217</b>	-	<b>17,559,217</b>		
REVENUE	60,278,566	60,282,166	3,600	1,585,122	2.6%	1
EXPENSE	51,706,558	51,716,458	9,900	12,990,279	25.1%	
<b>NET REVENUE (EXPENSE)</b>	<b>8,572,008</b>	<b>8,565,708</b>	<b>(6,300)</b>	<b>(11,405,156)</b>		
TRANSFERS IN	4,951,812	4,951,812	-	4,951,812	100.0%	
TRANSFERS OUT	14,053,884	14,053,884	-	14,053,884	100.0%	
<b>NET TRANSFERS IN (OUT)</b>	<b>(9,102,072)</b>	<b>(9,102,072)</b>	-	<b>(9,102,072)</b>		
<b>ENDING BALANCE</b>	<b>17,029,153</b>	<b>17,022,853</b>	<b>(6,300)</b>	<b>(2,948,012)</b>		

#### GENERAL FUND DETAIL

##### REVENUE

TAXES	56,216,241	56,216,241	-	195,002	0.3%
STATE SHARED	1,356,734	1,356,734	-	952,593	70.2%
PILT	814,500	814,500	-	11,700	1.4%
INTEREST	430,989	430,989	-	14,962	3.5%
SERV CHARGES & SALES	554,000	554,000	-	153,483	27.7%
FED & STATE GRANTS	631,800	635,400	3,600	10,423	1.6%
SOLID WASTE	107,500	107,500	-	28,530	26.5%
LICENSES & PERMITS	12,550	12,550	-	12,930	103.0%
MISC	78,252	78,252	-	192,664	246.2%
RECREATION	75,500	75,500	-	11,633	15.4%
FINES & FORFEITURES	500	500	-	1,202	240.5%
<b>TOTAL REVENUE</b>	<b>60,278,566</b>	<b>60,282,166</b>	<b>3,600</b>	<b>1,585,122</b>	<b>2.6%</b>

<b>TRANSFERS IN</b>	<b>4,951,812</b>	<b>4,951,812</b>	-	<b>4,951,812</b>	<b>100.0%</b>
---------------------	------------------	------------------	---	------------------	---------------

<b>TOTAL REVENUES &amp; TRANSFERS IN</b>	<b>65,230,378</b>	<b>65,233,978</b>	<b>3,600</b>	<b>6,536,934</b>	<b>10.0%</b>
--	-------------------	-------------------	--------------	------------------	--------------

#### GENERAL FUND DETAIL, CONT'D

##### DEPT EXPENSE

ADMINISTRATION	800,852	800,852	-	186,946	23.3%
ANIMAL CONTROL	632,218	632,218	-	149,639	23.7%
BUILDING MAINT	3,741,926	3,741,926	-	981,248	26.2%
CITY CLERK	928,779	928,779	-	238,029	25.6%
CITY COUNCIL	599,372	599,372	-	100,978	16.8%
CIVIC CENTER	963,264	963,264	-	216,563	22.5%
COMMUNITY DEVELOPMENT	1,796,236	1,796,236	-	407,935	22.7%
ECON DEVEL	779,700	779,700	-	199,456	25.6%
EMERGENCY MGMT SERVICES	610,620	610,620	-	132,451	21.7%

	ADOPTED BUDGET	REVISED BUDGET	BUDGET CHANGE	YTD ACTUAL	YTD TO BUDGET	NOTES
ENGINEERING	1,137,671	1,137,671	-	249,368	21.9%	
FINANCE	1,506,804	1,506,804	-	335,438	22.3%	
FIRE	3,038,722	3,048,622	9,900	781,860	25.6%	
HUMAN RESOURCES	571,607	571,607	-	122,270	21.4%	
INFORMATION TECH	1,534,768	1,534,768	-	363,357	23.7%	
INSURANCE	680,776	680,776	-	298,400	43.8%	3
LAW	4,500,000	4,500,000	-	1,280,475	28.5%	
LAW ENFORCEMENT	3,274,825	3,274,825	-	749,477	22.9%	
LIBRARY	875,285	875,285	-	188,410	21.5%	
MUSEUM	535,000	535,000	-	267,500	50.0%	4
PARKS & REC	1,168,606	1,168,606	-	255,795	21.9%	
PARKS MAINT	1,186,552	1,186,552	-	197,231	16.6%	5
PUB SAFETY SUPPORT	2,058,205	2,058,205	-	477,302	23.2%	
SOLID WASTE	2,070,942	2,070,942	-	380,621	18.4%	6
STREET/SHOP	3,322,337	3,322,337	-	1,364,675	41.1%	7
<b>TOTAL DEPT EXPENSES</b>	<b>38,315,066</b>	<b>38,324,966</b>	<b>9,900</b>	<b>9,925,425</b>	<b>25.9%</b>	
<b>SUPPORT EXPENSES</b>						
EDUCATION	12,667,492	12,667,492	-	2,838,053	22.4%	
COMMUNITY SVC ORGS	724,000	724,000	-	226,800	31.3%	
<b>TOTAL SUPPORT EXPENSES</b>	<b>13,391,492</b>	<b>13,391,492</b>	<b>-</b>	<b>3,064,853</b>	<b>22.9%</b>	
<b>TRANSFERS OUT</b>	<b>14,053,884</b>	<b>14,053,884</b>	<b>-</b>	<b>14,053,884</b>	<b>100.0%</b>	
<b>TOTAL DEPT EXPENSE, SUPPORT &amp; TRANSFER</b>	<b>65,760,442</b>	<b>65,770,342</b>	<b>9,900</b>	<b>27,044,162</b>	<b>41.1%</b>	
<b>SPECIAL REVENUE FUNDS</b>						
<b>AIRPORT FUND</b>						
<b>BEGINNING FUND BALANCE</b>	<b>1,714,032</b>	<b>1,714,032</b>	<b>-</b>	<b>1,714,032</b>		
REVENUE	211,394	211,394	-	56,929	26.9%	
EXPENSE	440,615	440,615	-	134,646	30.6%	
NET REVENUE (EXPENSE)	(229,221)	(229,221)	-	(77,718)		
NET TRANSFER IN (OUT)	229,221	229,221	-	229,221	100.0%	
<b>ENDING BALANCE</b>	<b>1,714,032</b>	<b>1,714,032</b>	<b>-</b>	<b>1,865,535</b>		
<b>HARBOR FUND</b>						
<b>BEGINNING FUND BALANCE</b>	<b>2,904,076</b>	<b>2,904,076</b>	<b>-</b>	<b>2,904,076</b>		
REVENUE	2,420,061	2,420,061	-	1,274,445	52.7%	8
EXPENSE	2,363,712	2,363,712	-	577,091	24.4%	
NET REVENUE (EXPENSE)	56,349	56,349	-	697,354		
NET TRANSFER IN (OUT)	(63,452)	(63,452)	-	(63,452)		
<b>ENDING BALANCE</b>	<b>2,896,973</b>	<b>2,896,973</b>	<b>-</b>	<b>3,537,978</b>		

	ADOPTED <u>BUDGET</u>	REVISED <u>BUDGET</u>	BUDGET <u>CHANGE</u>	YTD <u>ACTUAL</u>	YTD TO <u>BUDGET</u>	NOTES
<b>PORT FUND</b>						
BEGINNING FUND BALANCE	5,720,150	5,720,150	-	5,720,150		
REVENUE	2,083,122	2,083,122	-	321,460	15.4%	9
EXPENSE	<u>1,677,762</u>	<u>1,677,762</u>	<u>-</u>	<u>309,791</u>	18.5%	
NET REVENUE (EXPENSE)	405,360	405,360	-	11,669		
NET TRANSFER IN (OUT)	<u>(414,260)</u>	<u>(414,260)</u>	<u>-</u>	<u>(414,260)</u>	100.0%	
ENDING BALANCE	<u><b>5,711,250</b></u>	<u><b>5,711,250</b></u>	<u><b>-</b></u>	<u><b>5,317,558</b></u>		
<b>SPECIAL REVENUE FUNDS, CONT'D</b>						
<b>UTILITY FUND</b>						
BEGINNING FUND BALANCE	3,321,690	3,321,690	-	3,321,690		
REVENUE	573,979	573,979	-	259,627	45.2%	10
EXPENSE	<u>1,884,263</u>	<u>1,884,263</u>	<u>-</u>	<u>487,744</u>	25.9%	
NET REVENUE (EXPENSE)	(1,310,284)	(1,310,284)	-	(228,117)		
NET TRANSFER IN (OUT)	<u>1,239,538</u>	<u>1,239,538</u>	<u>-</u>	<u>1,239,538</u>	100.0%	
ENDING BALANCE	<u><b>3,250,944</b></u>	<u><b>3,250,944</b></u>	<u><b>-</b></u>	<u><b>4,333,112</b></u>		
<b>OTHER GOVERNMENTAL FUNDS</b>						
<b>DEBT SERVICE FUND</b>						
BEGINNING FUND BALANCE	538,946	538,946	-	538,946		
REVENUE	1,049,272	1,049,272	-	14,905	1.4%	11
EXPENSE	<u>6,527,067</u>	<u>6,527,067</u>	<u>-</u>	<u>34,851</u>	0.5%	
NET REVENUE (EXPENSE)	(5,477,795)	(5,477,795)	-	(19,946)		
NET TRANSFER IN (OUT)	<u>5,477,795</u>	<u>5,477,795</u>	<u>-</u>	<u>5,477,795</u>		
ENDING BALANCE	<u><b>538,946</b></u>	<u><b>538,946</b></u>	<u><b>-</b></u>	<u><b>5,996,795</b></u>		

## Notes to Financial Summary

- <sup>1</sup> Reflects timing of receipt of revenue, all categories are expected to normalize throughout the course of the fiscal year.
- <sup>2</sup> Reflects timing of Professional Fees as well as Advertising.
- <sup>3</sup> Reflects timing of bookkeeping, as 1/2 year is recorded in Q1 and 1/2 year is recorded in Q3.
- <sup>4</sup> Reflects timing of requests for distributions.
- <sup>5</sup> Reflects timing of seasonal operational expenses.
- <sup>6</sup> Reflects timing of seasonal operational expenses.
- <sup>7</sup> Reflects seasonal rural snow removal expenditures early in the year.
- <sup>8</sup> Reflects timing of moorage billing, as some is billed annually in Q1.
- <sup>9</sup> Reflects timing of seasonal operational revenues.
- <sup>10</sup> Reflects 2 quarters of billings as well as seasonal operational revenues.
- <sup>11</sup> Reflects timing of debt service reimbursements as well as unrealized gains or losses in interest. Also includes timing of receipts related to unreceived revenues from prior FY (Q4 2025). This will be normalized in later quarters of 2026.

## CAPITAL PROJECTS

		AdoptedBudget	AMENDMENT	YTDEncumbranc	YTDExpense	ProjectBalance
<b>BUIL</b>	HUD Child Care Ctr Bldg Rev Ex	3,000,000	-	8,070	-	2,991,930
	Child Care Faci Design & Reno	780,905	50,750	218,147	571,307	42,200
	BUIL Citywide Wayfinding	57,112	-	-	-	57,112
	BUIL SENI Expa	4,556	-	4,556	-	-
	BUIL Coast Guard city Sign	1,465	-	1,465	-	-
<b>BUIL Total</b>		<b>3,844,038</b>	<b>50,750</b>	<b>232,238</b>	<b>571,307</b>	<b>3,091,242</b>
<b>ECON</b>	Robe Lake Hab Restor Feas	367,565	-	-	-	367,565
<b>ECON Total</b>		<b>367,565</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>367,565</b>
<b>HARB</b>	HARB SBH H-K Repl	2,035,451	-	92,730	1	1,942,720
	New Harbor GO 2015	9,321	-	-	-	9,321
	ADOT Harbor Facility Grant Exp	3,387	-	-	2,500	888
	ADOT Harbor Facility Match	3,387	-	-	2,499	888
<b>HARB Total</b>		<b>2,051,547</b>	<b>-</b>	<b>92,730</b>	<b>4,999</b>	<b>1,953,817</b>
<b>PARK</b>	PARK Meals Hill Greatland	16,720	-	-	-	16,720
	PARK Meals Hill Development	14,098	-	2,276	-	11,821
<b>PARK Total</b>		<b>30,818</b>	<b>-</b>	<b>2,276</b>	<b>-</b>	<b>28,542</b>
<b>PORT</b>	PORT KELS Dolphin Replacement	1,000,000	-	16,500	90,750	892,750
<b>PORT Total</b>		<b>1,000,000</b>	<b>-</b>	<b>16,500</b>	<b>90,750</b>	<b>892,750</b>
<b>RESE</b>	Project Contingency	106,750	-	-	-	106,750
<b>RESE Total</b>		<b>106,750</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>106,750</b>
<b>SCHO</b>	New Middle School	1,299,164	-	19,508	-	1,279,657
	SCHO HIGH Major Reno	1,243,307	-	730	-	1,242,577
	SCHO HERM Exterior Upgr Ph II	204,919	-	104,919	-	100,000
<b>SCHO Total</b>		<b>2,747,391</b>	<b>-</b>	<b>125,157</b>	<b>-</b>	<b>2,622,234</b>
<b>STRE</b>	STRE Pavement Mgt Ph IV-V	7,198,775	-	643,985	104,920	6,449,871
	STRE Pavement Mgt PH III	50,069	-	-	-	50,069
	Citywide Pavement & Utilities	21,723	-	21,723	-	-
<b>STRE Total</b>		<b>7,270,566</b>	<b>-</b>	<b>665,707</b>	<b>104,920</b>	<b>6,499,939</b>
<b>WASE</b>	WASE WATE GO22 Well #5	4,739,400	-	194,450	4,950	4,540,000
	Sewer Force MainReplacement	2,990,232	-	1,319,855	228,324	1,442,053
	Sewer Force Main Assesment	2,934,662	-	-	-	2,934,662
	WASE Blueberry Road Subd	200,000	-	-	-	200,000
	Alpine Woods Sewer Project	182,222	-	182,222	-	-
<b>WASE Total</b>		<b>11,046,516</b>	<b>-</b>	<b>1,696,527</b>	<b>233,274</b>	<b>9,116,715</b>

**CAPITAL PROJECTS**

	AdoptedBudget	AMENDMENT	YTEncumbranc	YTDExpense	ProjectBalance
<b>Grand Total</b>	<b>28,465,191</b>	<b>50,750</b>	<b>2,831,136</b>	<b>1,005,250</b>	<b>24,679,555</b>

## MAJOR MAINTENANCE

		AdoptedBudget	AMENDMENT	YTDEncumbrance	YTDExpense	ProjectBalance
<b>AIRP</b>	AIRP Light Repl	10,160	-	-	-	10,160
	AIRP Generator Exhaust	10,000	-	-	-	10,000
<b>AIRP Total</b>		<b>20,160</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,160</b>
<b>BUIL</b>	BUIL DDC Systems and HVAC upgr	300,781	-	26,561	-	274,220
	BUIL SENSI Siding	248,055	-	978	9,220	237,857
	BUIL LIBR Windows	150,997	-	-	-	150,997
	BUIL CIVI Flood Damage Repair	130,028	(50,750)	-	72,613	6,665
	BUIL Shelter Eval	100,000	-	-	-	100,000
	BUIL Fuel tank Repl	90,547	-	-	-	90,547
	BUIL Server Room AC Replacements	50,934	-	14,906	-	36,028
	BUIL Roof Replacements VCT, LS, WH	50,000	-	49,206	-	794
	BUIL Clin Interior Paint	40,450	-	-	-	40,450
	BUIL Fire Sys Upgr	39,670	-	15,575	-	24,095
	BUIL LIBR Restroom Remodel	35,572	-	-	-	35,572
	City-wide Exit Signs	30,000	-	-	-	30,000
	Hazmat Testing-various buildings	26,856	10,000	22,873	8,867	5,116
	BUIL City Hall Front Doors	25,674	-	-	-	25,674
	BUIL Roof Repairs	17,641	-	17,641	-	-
	BUIL Phone System Replacement	10,734	-	10,734	-	-
	BUIL City Revitalization	2,970	-	2,970	-	-
	BUIL City Hall Heating Upgrades	-	-	51,316	-	(51,316)
	BUIL Council Chmbrs Upgr	-	-	-	-	-
<b>BUIL Total</b>		<b>1,350,909</b>	<b>(40,750)</b>	<b>212,759</b>	<b>90,700</b>	<b>1,006,700</b>
<b>HARB</b>	HRB SBH Elect Vaults	7,050	-	7,050	-	-
	HARB Fisherman's Dock Repairs	6,883	-	6,883	-	-
<b>HARB Total</b>		<b>13,933</b>	<b>-</b>	<b>13,933</b>	<b>-</b>	<b>-</b>
<b>MUSE</b>	MUSE Museum Annex Lighting	-	-	-	1,555	(1,555)
<b>MUSE Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>1,555</b>	<b>(1,555)</b>
<b>PARK</b>	PARK Shooting Range Improvements	189,179	-	-	-	189,179
<b>PARK Total</b>		<b>189,179</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>189,179</b>
<b>POFI</b>	POFI Radio Repeater Repa Upgr	1,106,372	-	3,900	-	1,102,472
	POFI Outdoor Warning System	50,000	-	-	-	50,000
	POFI JAIL Lighs & Camera Upgrades	22,640	-	-	-	22,640
	Police Technology Upgrade	11,213	-	4,730	-	6,483
	POFI Jail Shower Remodel & Dryer Repl	5,350	-	-	-	5,350
	POFI Kennel Improvements ASPCA Grant Expense	2,790	-	-	50	2,740

## MAJOR MAINTENANCE

		AdoptedBudget	AMENDMENT	YTDEncumbrance	YTDExpense	ProjectBalance
<b>POFI</b>	POFI Animal Shelter Fuel Lines	-	-	17,904	10,430	(28,334)
<b>POFI Total</b>		<b>1,198,365</b>	<b>-</b>	<b>26,534</b>	<b>10,480</b>	<b>1,161,351</b>
<b>PORT</b>	PORT Underwater Inspection	350,000	-	-	-	350,000
	PORT CONT Waterline Improvements	20,476	-	2,508	-	17,968
	PORT Kels Decking Repl	7,780	-	7,780	-	-
<b>PORT Total</b>		<b>378,256</b>	<b>-</b>	<b>10,288</b>	<b>-</b>	<b>367,968</b>
<b>RESE</b>	Contingency Reserve	699,043	(10,000)	-	-	689,043
<b>RESE Total</b>		<b>699,043</b>	<b>(10,000)</b>	<b>-</b>	<b>-</b>	<b>689,043</b>
<b>SCHO</b>	HSES Underground Fuel tank Replacement	57,505	-	46,196	6,681	4,629
	SCHO HERM Water Repl	17,864	-	-	-	17,864
	SCHO HERM Generator Repl	11,082	-	-	-	11,082
	SCHO HIGH Water Repl	10,000	-	-	-	10,000
	SCHO HIGH Generator Repl	3,055	-	-	-	3,055
<b>SCHO Total</b>		<b>99,507</b>	<b>-</b>	<b>46,196</b>	<b>6,681</b>	<b>46,630</b>
<b>SENI</b>	Senior Center Upgrades	200,000	-	-	-	200,000
<b>SENI Total</b>		<b>200,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>200,000</b>
<b>SOLI</b>	SOLI Baler Replacement	65,159	-	3,387	8,641	53,131
<b>SOLI Total</b>		<b>65,159</b>	<b>-</b>	<b>3,387</b>	<b>8,641</b>	<b>53,131</b>
<b>STRE</b>	STRE Rural Roads Program	1,179,609	-	140,613	7,017	1,031,979
	STRE N Harbor Drive Restripe	89,861	-	8,337	-	81,524
<b>STRE Total</b>		<b>1,269,469</b>	<b>-</b>	<b>148,949</b>	<b>7,017</b>	<b>1,113,503</b>
<b>Grand Total</b>		<b>5,483,980</b>	<b>(50,750)</b>	<b>462,046</b>	<b>125,073</b>	<b>4,846,110</b>

**PROVIDENCE PROJECTS**

		AdoptedBudget	AMENDMENT	YTD Encumbrance	YTDExpense	ProjectBalance
<b>PROV</b>	Hospital New Power Supply	1,077,821	-	1,005,046	895	71,880
	PROV Air Treatment	350,000	-	-	-	350,000
	PROV Maint Contingency	127,030	-	-	-	127,030
	Hospital- Infection Control Enhancements	121,208	-	-	-	121,208
	Hospital - Roof Maintenance	100,000	-	-	-	100,000
	PROV ER and Admission Door Upgr	60,000	-	-	-	60,000
	PROV Dietary Oven Replacement	45,000	-	-	-	45,000
	Hospital Copper Pipe Replacement	23,345	-	-	-	23,345
	PROV Loading Dock Drainage	11,000	-	-	-	11,000
	Hospital Oxygen Generator Relocation	1,693	-	-	-	1,693
		-	-	-	-	-
<b>PROV Total</b>		<b>1,917,096</b>	<b>-</b>	<b>1,005,046</b>	<b>895</b>	<b>911,156</b>
<b>Grand Total</b>		<b>1,917,096</b>	<b>-</b>	<b>1,005,046</b>	<b>895</b>	<b>911,156</b>

## RESERVE FUNDS

		Adopted Budget	Amendment	YTD Encumbrance	YTD Expenditures	Account Balance
<b>Administrative</b>	Repayment Reserve	19,754,520	-	-	3,790,717	15,963,803
	Nuisance Abatement Program	1,081,629	-	272,327	-	809,302
	Council Contingency	990,113	-	-	-	990,113
	Energy Assistance Program	777,662	-	-	718,760	58,902
	Leave Liability Reserve	537,615	-	-	96,066	441,548
	Budget Variance Reserve	465,679	-	-	-	465,679
	Beautification Committee	187,835	-	282	1,606	185,948
	SHARP III	175,551	-	45,000	15,000	115,551
	Police Scholarship Reserve	22,661	-	-	-	22,661
	ADF&G Clean Vessel Act Grant	9,563	-	-	-	9,563
	Library Book Auction & Donat.	8,691	-	-	-	8,691
	Special Events Reserve	7,742	-	-	-	7,742
	ADF&G Clean Vessel Act MATCH	3,188	-	-	-	3,188
<b>Administrative Total</b>		<b>24,022,450</b>	<b>-</b>	<b>317,609</b>	<b>4,622,150</b>	<b>19,082,692</b>
<b>Community Development</b>	Water/Sewer Rate Study	125,000	-	-	-	125,000
	Flood Planning	103,508	-	6,622	-	96,887
	COE Levee System Match	100,000	-	-	-	100,000
	Master Planning - Solid Waste	75,000	-	-	-	75,000
	Master Planing Water/Sewer	50,000	-	-	-	50,000
	Dry Stack Feasibility Study	50,000	-	-	-	50,000
	Housing Needs Study	50,000	-	-	-	50,000
	CEDS	36,628	-	-	-	36,628
	Plan - Building Fire Code Revision	32,717	-	-	-	32,717
	City Onsite Sewer Regulations	25,000	-	-	-	25,000
	Port Tariff Study	20,000	-	-	-	20,000
	Plan - Comprehensive	20,000	-	-	-	20,000
	marine Industrial Feasibility Study	16,902	-	-	-	16,902
<b>Community Development Total</b>		<b>704,755</b>	<b>-</b>	<b>6,622</b>	<b>-</b>	<b>698,133</b>
<b>Emergency Prep</b>	Emergency Preparedness	718,295	-	-	-	718,295
	DHS SCLCGP Grant Expense	45,000	-	-	-	45,000
	COVID19 EconRecovery Task Forc	5,330	-	-	-	5,330
	Snow Removal Plan Implementati	2,330	-	2,330	-	-
	Temporary Wages - Incident	360	-	-	-	360
<b>Emergency Prep Total</b>		<b>771,314</b>	<b>-</b>	<b>2,330</b>	<b>-</b>	<b>768,985</b>

## RESERVE FUNDS

		Adopted Budget	Amendment	YTD Encumbrance	YTD Expenditures	Account Balance
<b>Emergency Services</b>	Animal Medical Reserve	7,929	-	-	-	7,929
	DSH SHSP Police Radio Grant Ex	6,102	-	-	-	6,102
<b>Emergency Services Total</b>		<b>14,031</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>14,031</b>
<b>Equipment</b>	Major Equipment Reserve	10,864,126	42,229	3,199,034	75,166	7,632,155
	Technology Reserve	2,396,567	-	129,097	408,666	1,858,805
	IT Rebuild 2018	5,195	-	-	-	5,195
<b>Equipment Total</b>		<b>13,265,888</b>	<b>42,229</b>	<b>3,328,131</b>	<b>483,832</b>	<b>9,496,154</b>
<b>Flood Mitigation</b>	FLOO LOWE Ten Mile Exca	150,000	-	-	-	150,000
	FLOO Lowe Dike Maint and Impr	41,059	-	41,059	-	-
	FLOOD GLAC Landfill Protection	468	-	468	-	-
<b>Flood Mitigation Total</b>		<b>191,527</b>	<b>-</b>	<b>41,527</b>	<b>-</b>	<b>150,000</b>
<b>Land Development</b>	Land - Development Incentive	1,947,101	-	200,000	-	1,747,101
	Land - Housing Incentive	580,000	-	230,000	-	350,000
	Land - misc	166,447	-	-	-	166,447
	Surveying Municipal Land	10,367	-	-	-	10,367
	Land Purchase	-	-	-	418,068	(418,068)
<b>Land Development Total</b>		<b>2,703,915</b>	<b>-</b>	<b>430,000</b>	<b>418,068</b>	<b>1,855,847</b>
<b>Landfill Closure</b>	Landfill Closure Reserve	4,784,538	-	-	-	4,784,538
<b>Landfill Closure Total</b>		<b>4,784,538</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,784,538</b>
<b>Maintenance</b>	Major Maintenance Reserve	5,483,980	(50,750)	462,046	125,073	4,846,109.65
	Port Major Maintenance Reserve	606,084	-	-	-	606,084
	Harbor Major Maint & Replace	285,959	-	-	-	285,959
	Safe Streets 4 All Grant Expen	280,000	-	-	-	280,000
	Sewer & Lift Station Repairs	218,407	-	9,881	-	208,526
	pavement Mgmt Regulations	76,847	-	-	-	76,847
	Safe Streets 4 All Match	70,000	-	-	-	70,000
	COV Properies Conc/Asph Repair	8,186	-	-	-	8,186
	Projects Planning Reserve	(334,664)	-	-	-	(334,664)
<b>Maintenance Total</b>		<b>6,694,798</b>	<b>(50,750)</b>	<b>471,927</b>	<b>125,073</b>	<b>6,047,048</b>

**RESERVE FUNDS**

	AdoptedBudget	Amendment	YTD Encumbrance	YTD Expenditures	Account Balance
<b>Grand Total</b>	<b>53,153,216</b>	<b>(8,521)</b>	<b>4,598,145</b>	<b>5,649,123</b>	<b>42,897,428</b>



Health Insurance Fund Report  
3/31/2026

Internal Use Only

Prepared by: Barb Rusher, Comptroller  
Contact: 907.834.3475x5, brusher@valdezak.gov

MONTH	CITY				SCHOOL				COMBINED			
	DEPOSITS*	CLAIMS**	ADMIN FEE	VARIANCE	DEPOSITS*	CLAIMS**	ADMIN FEE	VARIANCE	DEPOSITS	CLAIMS	ADMIN FEE	VARIANCE
JAN	471,866	191,098	54,332	226,435	552,783	288,954	35,094	228,735	1,024,648	480,052	89,426	455,170
FEB	545,428	391,051	54,685	99,691	279,101	347,340	35,438	(103,677)	824,529	738,391	90,124	(3,986)
MAR	504,304	647,670	54,685	(198,051)	279,101	388,663	35,438	(145,000)	783,405	1,036,333	90,124	(343,051)
APR	-	-	-	-	-	-	-	-	-	-	-	-
MAY	-	-	-	-	-	-	-	-	-	-	-	-
JUN	-	-	-	-	-	-	-	-	-	-	-	-
JUL	-	-	-	-	-	-	-	-	-	-	-	-
AUG	-	-	-	-	-	-	-	-	-	-	-	-
SEP	-	-	-	-	-	-	-	-	-	-	-	-
OCT	-	-	-	-	-	-	-	-	-	-	-	-
NOV	-	-	-	-	-	-	-	-	-	-	-	-
DEC	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTALS</b>	<b>\$ 1,521,597</b>	<b>\$ 1,229,819</b>	<b>\$ 163,703</b>	<b>\$ 128,075</b>	<b>\$ 1,110,985</b>	<b>\$ 1,024,957</b>	<b>\$ 105,970</b>	<b>\$ (19,942)</b>	<b>\$ 2,632,583</b>	<b>\$ 2,254,776</b>	<b>\$ 269,673</b>	<b>\$ 108,133</b>

**Prelim Health Insurance Fund Balance 1/1/26 3,427,115**

Health Insurance Cash Accounts Balance (Including Reserve) 1/1/26 **5,282,290**

Health Insurance Cash Accounts Balance (Including Reserve) 3/31/26 **5,421,223**

Schools Jan contribution includes premium from Dec2025

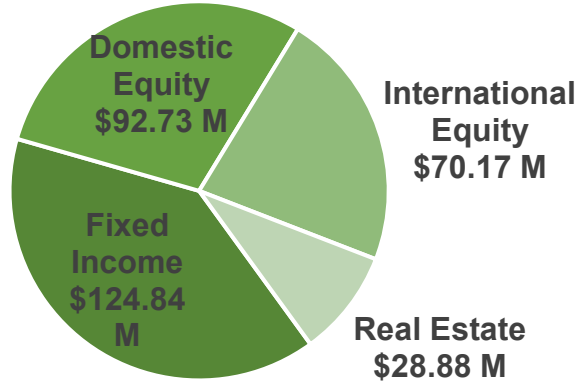
\* includes \$136,104.01 YTD stop-loss reimb

\*\* reduced by \$67,377.65 YTD RX rebates

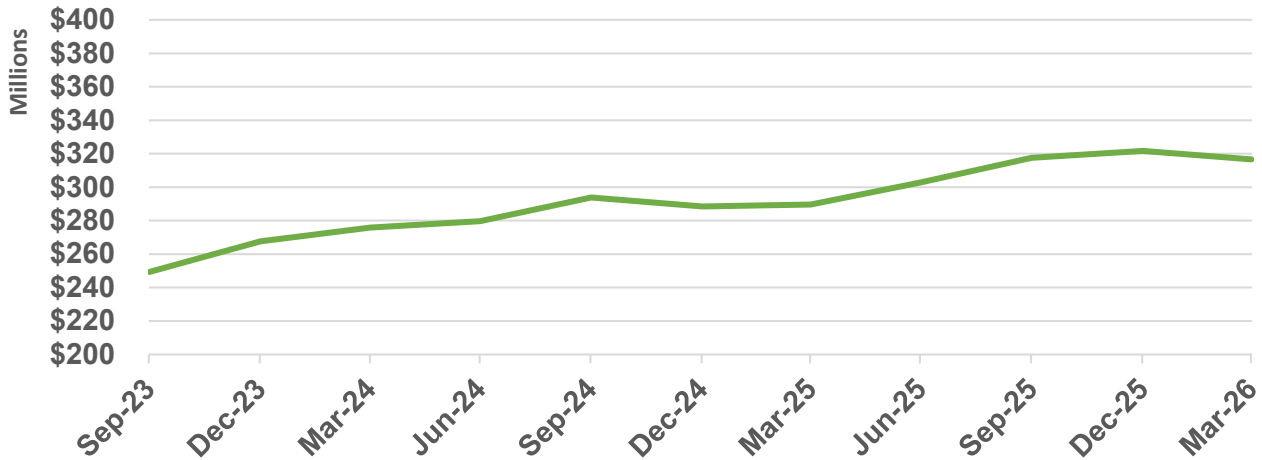


City of Valdez Permanent Fund

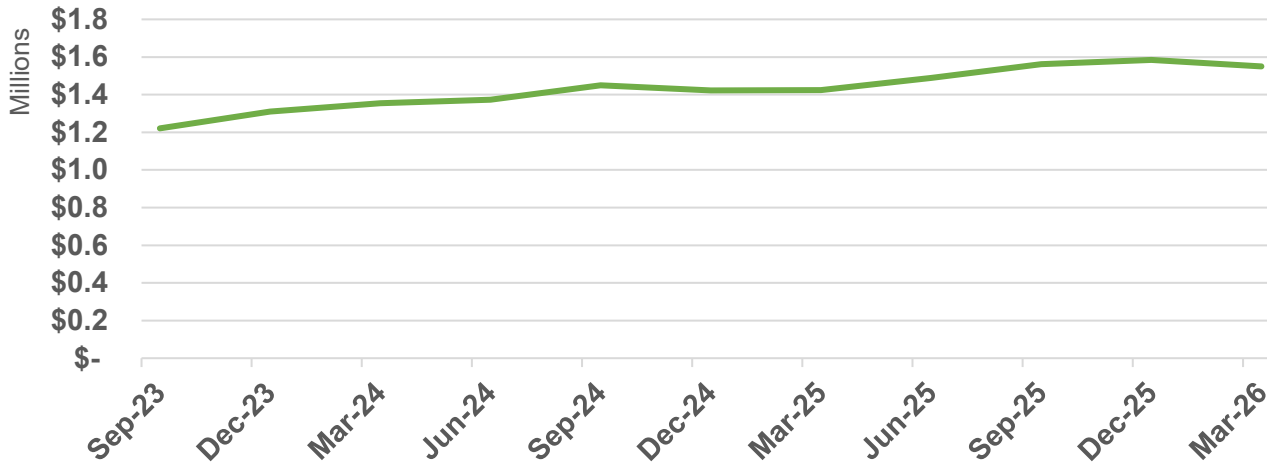
Total Fund \$316.62M as of 3/31/2026



Total Fund \$316.62M as of 3/31/2026



Museum Endowment \$1.55M as of 3/31/2026



**Providence Health  
PROVIDENCE VALDEZ MEDICAL CENTER  
Statement of Operations (Whole Dollars)  
Reported as of March FY26**

INC\_OP\_STMT\_WD\_ERS  
Entity - 1001  
Printed On 5/12/26 @ 12:18 PM  
Printed By Lindsie.King@providence.org  
Page - 1 of 1

Month-To-Date				Year-To-Date			
Actual	Budget	Variance	PY Actual	Actual	Budget	Variance	PY Actual
2,550,834	2,799,507	(248,673)	2,726,552	7,283,551	7,797,223	(513,672)	7,256,334
600,004	738,802	138,798	675,142	2,135,064	2,140,845	5,781	2,711,084
<b>1,950,830</b>	<b>2,060,705</b>	<b>(109,875)</b>	<b>2,051,410</b>	<b>5,148,487</b>	<b>5,656,378</b>	<b>(507,891)</b>	<b>4,545,250</b>
7,654	18,995	(11,341)	11,686	32,837	56,986	(24,149)	32,814
<b>7,654</b>	<b>18,995</b>	<b>(11,341)</b>	<b>11,686</b>	<b>32,837</b>	<b>56,986</b>	<b>(24,149)</b>	<b>32,814</b>
<b>1,958,484</b>	<b>2,079,700</b>	<b>(121,216)</b>	<b>2,063,096</b>	<b>5,181,324</b>	<b>5,713,364</b>	<b>(532,040)</b>	<b>4,578,064</b>
1,034,264	1,068,346	34,082	974,060	2,863,988	3,104,745	240,757	2,846,978
254,761	275,745	20,984	244,870	799,111	819,895	20,784	762,602
8,631	8,034	(597)	6,877	18,550	24,102	5,552	17,426
133,307	112,897	(20,410)	124,387	493,422	358,705	(134,717)	325,577
161,520	291,937	130,417	287,347	631,750	874,545	242,795	797,852
54,856	60,215	5,359	58,852	165,306	183,252	17,946	140,369
57,885	82,137	24,252	52,334	214,359	246,412	32,053	266,857
<b>1,705,224</b>	<b>1,899,311</b>	<b>194,087</b>	<b>1,748,727</b>	<b>5,186,486</b>	<b>5,611,656</b>	<b>425,170</b>	<b>5,157,661</b>
<b>253,260</b>	<b>180,389</b>	<b>72,871</b>	<b>314,369</b>	<b>(5,161)</b>	<b>101,708</b>	<b>(106,869)</b>	<b>(579,597)</b>
<b>253,260</b>	<b>180,389</b>	<b>72,871</b>	<b>314,369</b>	<b>(5,161)</b>	<b>101,708</b>	<b>(106,869)</b>	<b>(579,597)</b>
(30)	-	(30)	-	(209)	-	(209)	(50)
<b>253,230</b>	<b>180,389</b>	<b>72,841</b>	<b>314,369</b>	<b>(5,370)</b>	<b>101,708</b>	<b>(107,078)</b>	<b>(579,647)</b>
308,116	240,604	67,512	373,220	160,145	284,960	(124,815)	(439,228)
308,116	240,604	67,512	373,220	160,145	284,960	(124,815)	(439,228)

*Fully burdened includes allocated costs*

**Providence Health**  
**PROVIDENCE VALDEZ COUNSELING CENTER**  
**Balance Sheet (Whole Dollars)**  
**Reported as of March FY26**

**BAL\_Balance Sheet\_WD\_ERS**  
Entity - 1002  
Printed On 5/12/26 @ 12:17 PM  
Printed By Lindsie.King@providence.org  
Page - 1 of 1

	<b>March</b>	<b>December</b>		<b>March</b>	<b>December</b>
	<b>FY26</b>	<b>FY25</b>		<b>FY26</b>	<b>FY25</b>
	<b>Actual</b>	<b>Pr. Year</b>		<b>Actual</b>	<b>Pr. Year</b>
<b>ASSETS</b>			<b>LIABILITIES &amp; NET ASSETS</b>		
<u>Current Assets:</u>			<u>Current Liabilities:</u>		
Cash and Cash Equivalents	99,417	117,417	Accounts Payable	18,675	20,395
System Pooled Cash	(54,000)	(47,858)	Accrued Compensation	43,786	35,184
Patient Accounts Receivable	133,281	96,490	Deferred Revenue Unearned Premiums	5,746	3,240
Contractual Allowance	(60,148)	(40,734)	Liability for Unpaid Medical Claims	(125)	-
Other Receivables	54,127	41,093	Other Current Liabilities	1	-
<b>Total Current Assets</b>	<b>172,677</b>	<b>166,408</b>	<b>Total Current Liabilities</b>	<b>68,083</b>	<b>58,819</b>
 <u>Assets Whose Use is Limited:</u>			 <u>Long-Term Debt:</u>		
<u>Property, Plant &amp; Equipment:</u>					
Property Plant Equipment Gross	30,338	30,338	<b>Total Liabilities</b>	<b>68,083</b>	<b>58,819</b>
Accumulated Depreciation	(30,338)	(30,338)			
 <u>Other Long Term Assets:</u>			 <u>Net Assets:</u>		
<b>Total Assets</b>	<b>172,677</b>	<b>166,408</b>	Unrestricted Net Assets	104,594	107,588
			Permanently Restricted Net Assets	-	1
			<b>Total Net Assets</b>	<b>104,594</b>	<b>107,589</b>
			<b>Total Liabilities and Net Assets</b>	<b>172,677</b>	<b>166,408</b>

**Providence Health**  
**PROVIDENCE VALDEZ COUNSELING CENTER**  
**Statement of Operations (Whole Dollars)**  
**Reported as of March FY26**

INC\_OP\_STMT\_WD\_ERS  
Entity - 1002  
Printed On 5/12/26 @ 12:17 PM  
Printed By Lindsie.King@providence.org  
Page - 1 of 1

Month-To-Date				Year-To-Date				
Actual	Budget	Variance	PY Actual	Actual	Budget	Variance	PY Actual	
101,203	41,986	59,217	21,932	Gross Service Revenues	191,366	125,959	65,407	70,842
49,521	18,584	(30,937)	13,679	Deductions From Revenue	89,038	55,673	(33,365)	35,888
<b>51,682</b>	<b>23,402</b>	<b>28,280</b>	<b>8,253</b>	<b>Net Service Revenue</b>	<b>102,328</b>	<b>70,286</b>	<b>32,042</b>	<b>34,954</b>
23,792	21,695	2,097	81,416	Other Operating Rev	70,186	65,084	5,102	115,712
<b>23,792</b>	<b>21,695</b>	<b>2,097</b>	<b>81,416</b>	<b>Total Other Operating Revenue</b>	<b>70,186</b>	<b>65,084</b>	<b>5,102</b>	<b>115,712</b>
<b>75,474</b>	<b>45,097</b>	<b>30,377</b>	<b>89,669</b>	<b>Net Operating Revenue</b>	<b>172,514</b>	<b>135,370</b>	<b>37,144</b>	<b>150,666</b>
				<i>Expenses from Operations:</i>				
39,545	40,040	495	34,224	Salaries and Wages	114,733	116,548	1,815	94,562
11,517	13,917	2,400	15,092	Employee Benefits	35,692	43,295	7,603	39,190
-	235	235	-	Professional Fees Expense	-	704	704	-
294	300	6	-	Supplies Expense	294	900	606	44
4,406	3,774	(632)	4,180	Purchased Services Expense	18,013	11,323	(6,690)	11,809
-	-	-	105	Depr, Amort, and Interest	-	-	-	314
826	2,545	1,719	35,917	Other Expenses	6,777	10,035	3,258	46,795
<b>56,588</b>	<b>60,811</b>	<b>4,223</b>	<b>89,518</b>	<b>Total Operating Expenses</b>	<b>175,509</b>	<b>182,805</b>	<b>7,296</b>	<b>192,714</b>
<b>18,885</b>	<b>(15,714)</b>	<b>34,599</b>	<b>151</b>	<b>Net Operating Income</b>	<b>(2,994)</b>	<b>(47,435)</b>	<b>44,441</b>	<b>(42,047)</b>
<b>18,885</b>	<b>(15,714)</b>	<b>34,599</b>	<b>151</b>	<b>Net Operating Income fully burdened</b>	<b>(2,994)</b>	<b>(47,435)</b>	<b>44,441</b>	<b>(42,047)</b>
<b>18,885</b>	<b>(15,714)</b>	<b>34,599</b>	<b>151</b>	<b>Net Income fully burdened</b>	<b>(2,994)</b>	<b>(47,435)</b>	<b>44,441</b>	<b>(42,047)</b>
18,885	(15,714)	34,599	256	EBIDA Fully Burdened	(2,994)	(47,435)	44,441	(41,733)
18,885	(15,714)	34,599	256	EBIDA	(2,994)	(47,435)	44,441	(41,733)

*Fully burdened includes allocated costs*

**Providence Health**  
**PROVIDENCE VALDEZ MEDICAL CENTER**  
**Balance Sheet (Whole Dollars)**  
**Reported as of March FY26**

**BAL\_Balance Sheet\_WD\_ERS**  
Entity - 1001  
Printed On 5/12/26 @ 12:16 PM  
Printed By Lindsie.King@providence.org  
Page - 1 of 1

	<b>March</b>	<b>December</b>		<b>March</b>	<b>December</b>
	<b>FY26</b>	<b>FY25</b>		<b>FY26</b>	<b>FY25</b>
	<b>Actual</b>	<b>Pr. Year</b>		<b>Actual</b>	<b>Pr. Year</b>
<b>ASSETS</b>			<b>LIABILITIES &amp; NET ASSETS</b>		
<u>Current Assets:</u>			<u>Current Liabilities:</u>		
Cash and Cash Equivalents	13,859,610	14,523,944	Accounts Payable	1,364,482	3,204,401
System Pooled Cash	(2,224,167)	(2,346,066)	Accrued Compensation	587,845	557,078
Patient Accounts Receivable	7,908,088	8,064,628	Deferred Revenue Unearned Premiums	297,951	297,951
Contractual Allowance	(3,383,830)	(2,437,103)	Payable to Contractual Agencies	1,871,253	10,434
Other Receivables	197,445	153,220	Liability for Unpaid Medical Claims	(4,247)	-
Supplies Inventory	297,626	300,724	Other Current Liabilities	264,433	309,483
<b>Total Current Assets</b>	<b>16,654,773</b>	<b>18,259,347</b>	Current Portion of Debt	1,205	1,205
			<b>Total Current Liabilities</b>	<b>4,382,922</b>	<b>4,380,552</b>
<u>Assets Whose Use is Limited:</u>					
<u>Property, Plant &amp; Equipment:</u>			<u>Long-Term Debt:</u>		
Property Plant Equipment Gross	20,690,820	18,889,362	Other Long Term Debt	(1,205)	-
Accumulated Depreciation	(8,152,012)	(8,023,203)	<b>Long Term Debt</b>	<b>(1,205)</b>	-
<b>Property Plant Equipment Net</b>	<b>12,538,808</b>	<b>10,866,159</b>			
			<b>Total Other Long Term Liabilities</b>	<b>12,687</b>	<b>(12,145)</b>
<u>Other Long Term Assets:</u>					
Other Long Term Assets	184,000	232,000	<b>Total Liabilities</b>	<b>4,394,404</b>	<b>4,368,407</b>
<b>Total Other LT Assets</b>	<b>184,000</b>	<b>232,000</b>			
			<u>Net Assets:</u>		
<b>Total Assets</b>	<b>29,378,415</b>	<b>29,357,213</b>	Unrestricted Net Assets	24,864,933	24,870,303
			Temporarily Restricted Net Assets	119,078	118,503
			<b>Total Net Assets</b>	<b>24,984,011</b>	<b>24,988,806</b>
			<b>Total Liabilities and Net Assets</b>	<b>29,378,415</b>	<b>29,357,213</b>



## Legislation Text

---

**File #:** 26-0254, **Version:** 1

---

**ITEM TITLE:**

Issuance of Temporary Land Use Permit #26-06 to Valdez Stay and Play for an Approximately 1400 square foot portion of Tract A ASLS 79-116.

**SUBMITTED BY:** Paul Nylund, Senior Planner & GIS Technician

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

N/A - Receive and File

**SUMMARY STATEMENT:**

On May 26<sup>th</sup>, 2026, the City of Valdez Community Development Department issued a temporary land use permit (TLUP) to Valdez Stay and Play for an approximately 1400 square foot portion of Tract A of ASLS 79-116, owned by the City of Valdez.

Pursuant to Valdez Municipal Code 17.12.120 (G), staff review of the proposed temporary use request found that all ten approval criteria were satisfied. The term of this permit is June 1<sup>st</sup> to September 21<sup>st</sup>, 2026. The permitted use is for a kayak storage, rental, and staging area based out of an enclosed trailer.

The City Manager, Police Chief, Fire Chief, and Parks and Recreation Director were solicited for comments on the application and had no objections. This long-term TLUP was approved by the Planning and Zoning Commission at their regularly scheduled public meeting on March 25<sup>th</sup>, 2026.



**CITY OF VALDEZ**  
**TEMPORARY LAND USE PERMIT AGREEMENT**

**Permit No. 26-06**

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this 26<sup>th</sup> day of May, 2026 by and between the **CITY OF VALDEZ**, an Alaska municipal corporation (hereinafter referred to as "Valdez"), whose address is P.O. Box 307, Valdez, Alaska, 99686, and **Valdez Stay and Play**, (hereinafter referred to as "Permittee"), whose address is **PO Box 2738 Valdez, AK 99686**.

WITNESSETH:

1. Permit. Valdez hereby grants to Permittee the right and privilege to be present upon the following described real property (the "Property") belonging to Valdez pursuant to the terms of this Permit Agreement:

An Approximately 1400 square foot Portion of Tract A ASLS 79-116 (See Exhibit "A")

2. Term and Termination. Permittee may use the Property for the purposes set forth herein beginning on the **1<sup>st</sup> day of June, 2026 and continuing until the 21<sup>st</sup> of September, 2026**. In no circumstance shall this Permit exceed six months in duration. The City of Valdez, may at its sole discretion terminate this Permit at any time for any reason with 30 days' written notice to Permittee. Permittee shall vacate the Property within thirty days from receiving written notification from the City of Valdez.

3. Use. Permittee shall use the Property for a kayak storage, rental, and staging area based out of an enclosed trailer. Use of the Property under this Permit shall not adversely impact public access or Valdez operations. **No permanent structures shall be erected on the Property; and no permanent alteration of the land shall occur.**

4. Permittee Not a Lessee. No legal title or leasehold interest in the Property shall be deemed or construed to have been created or vested in Permittee by anything contained herein. The purpose of this permit is to convey a non-possession interest by the City of Valdez to Permittee in that certain property (not to exceed two acres) described in paragraph 1 above. The City of

Valdez shall maintain all right, title, and interest in that Property as fee simple owner thereof, and Permittee by virtue of this Permit has only the right and privilege to be present upon the Property and to make use of it for the purpose set forth in paragraph 3 above.

5. Fee. In consideration for use of land owned by the City of Valdez, Permittee agrees to pay in advance a lump sum equal to a flat monthly fee of three hundred eleven dollars (\$311.00) per month of occupancy plus a pro-rated daily rate of eleven dollars (\$11.00) per day for the number of days this permit is in effect other than a full month.

6. Insurance Requirement. The Permittee shall, at its own expense, purchase, maintain and otherwise keep in force the following insurance for the duration of this Agreement. The City shall be notified immediately prior to any termination, cancellation, or any other material change in such insurance. The Permittee shall provide the City a Certificate of Insurance prior to the commencement of any activity undertaken in connection with this Temporary Land Use Permit Agreement. Failure to provide adequate proof of insurance prior to the occupation of the Property will result in revocation of the Permit.

Event Liability Insurance: Covering the Permittee and the City for any and all claims for personal injury, bodily injury (including death) and property damage (including environmental degradation or contamination) arising from any activity occurring as a result of this Temporary Land Use Permit Agreement.

- Minimum limits:       \$1,000,000 Each Occurrence
- \$100,000 Damage to Rented Premises
- \$5,000 Medical Payments
- \$1,000,000 Personal & Adv Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products and Completed Operations Aggregate

The City of Valdez shall be included as an Additional Insured.

Workers' Compensation: Permittee shall maintain Workers' Compensation and Employer's Liability Insurance.

- Minimum Limits:     1. Workers' compensation – statutory limit
- 2. Employer's liability:
  - \$100,000 bodily injury for each accident
  - \$100,000 bodily injury by disease for each employee
  - \$500,000 bodily injury disease policy limit

Waiver of Subrogation. For the purpose of waiver of subrogation, Permittee releases and waives all rights to claim or recover damages, costs or expenses against Valdez for any casualty of any type whatsoever in, on or about the Premises if the amount of such damage, cost or expense has been paid to such damaged party under the terms of any policy of insurance required herein.

7. Maintenance. Permittee agrees to maintain the Property in a neat and orderly fashion. Upon termination of this Permit, Permittee agrees to leave the premises in a neat and clean condition.

8. Mechanic's Liens. Permittee shall pay all costs for construction done by it or caused to be done by it on the Property as permitted by this Permit. Permittee agrees not to construct any permanent structures on the Property.

9. Utilities. Permittee shall be solely liable for and shall timely pay when due all expenses and fees for all utilities used or consumed with respect to the Property. The Permittee shall be required to provide and maintain sanitary facilities to include, but not be limited to, port-a-potties and garbage dumpsters.

10. Exculpation of Valdez. Valdez shall not be liable to Permittee for any damage to Permittee or Permittee's property from any cause. Permittee waives all claims against Valdez for damage to persons or property arising from any reason.

11. Indemnity. Except for claims arising solely out of acts or omissions of Valdez, its agents, authorized representatives, employees or contractors, Permittee agrees to protect, defend, indemnify and hold Valdez, its agents, authorized representatives and employees (collectively "Valdez's Indemnities") harmless from and against any and all liability arising from acts or omissions of any person and of any nature whatsoever occurring on or relating to Permittee's use of the Property, causing injury to, or death of persons, or loss of, or damage to, property, and from any expense, including attorney's fees, incident to the defense of and by Valdez's Indemnities therefrom. If any action or proceeding is brought against Valdez's Indemnities by reason of any such occurrences, Valdez's Indemnities shall promptly notify Permittee in writing of such action or proceeding.

12. Condemnation. If during the term of this Permit there is any taking by condemnation of the Property or any interest in this Permit, this Permit shall terminate on the date of taking. Any condemnation award shall belong to and be paid to The City of Valdez, and Permittee hereby assigns to the City of Valdez Permittee's interest therein.

13. No Encumbrance or Assignment Permitted. Permittee shall not voluntarily encumber its interest in this Permit or in the Property or attempt to assign all or any part of the Property, or allow any other person or entity, except its authorized representatives, to occupy or use all or any part of the Property.

14. Default. The occurrence of any of the following shall constitute a default under this Permit by Permittee:

(a) Failure to pay fees when due, if the failure continues for fifteen (15) days after written notice for payment;

(b) Any default in or failure to perform any term, covenant, or condition of this Permit;

(c) The cessation by Permittee of the operation of the Permittee's business located on the Property for a period of thirty (30) days;

(d) The making of any assignments for the benefit of creditors of Permittee, the appointment of a receiver for Permittee's business, the entry of an Order for Relief as to Permittee under the United States Bankruptcy Code as now in effect or hereafter amended, the insolvency of Permittee, or any similar situation.

15. Remedies. In the event of any default by Permittee under the provisions of paragraph 14 of this Permit, all of Permittee's rights hereunder shall immediately terminate; and the City of Valdez may, in addition to any rights and remedies that it may be given by statute, common law, express agreement, or otherwise, enter and take sole possession and control of the Property.

16. Valdez's Entry on Premises. The City of Valdez shall have the right to enter the Property at any time and, in view of the fact this Permit constitutes a license on real property rather than a lease, shall at all times remain in possession of the Property.

17. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Permit. Either party may change its address by notifying the other party of the change of address. Such notices shall be deemed given when mailed irrespective of whether or not they are received.

18. Modification, Amendment, Waiver. No delay or omission in the exercise of any right or remedy of the City of Valdez on any default by Permittee shall impair such a right or remedy or be construed as a waiver. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and authorized by both parties.

19. Governing Law/Jurisdiction. This Permit shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.

20. Miscellaneous. Time is of the essence with respect to each provision of the Permit, and it shall be binding upon and inure to the benefit of the parties, their heirs, assigns, and successors in interest. The enforceability, invalidity, or illegality of any provisions of this Permit shall not render the other provisions of this Permit unenforceable, invalid, or illegal.

21. Environmental Contamination. All fuel petroleum and other toxic products maintained, stored or used at the Property shall be stored no less than 100 feet away from the nearest surface waterbody, and contained and confined in a manner which prevents any spillage from entering the Property, including without limitation any surface waters. In the event of a fuel or other toxic product spill, Permittee shall immediately notify the Valdez office of the Department of Environmental Conservation of the same. Permittee shall be responsible for all costs associated with remediation in the event of spillage of toxic product on the Property.

22. Hazardous Material Defined. Hazardous Material/Substance is any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of Alaska, or the United States government. Hazardous Material includes any and all material or substances which are defined as “hazardous waste”, “extremely hazardous waste”, “hazardous material” or a “hazardous substance” pursuant to local, state or federal law, including without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder. “Hazardous Material” includes but is not restricted to asbestos, polychlorobiphenyls (“PCB’s”) and petroleum and petroleum products.

23. Condition of Property. Permittee has had full opportunity to visually examine the Property for the presence of any Hazardous Material. Valdez states that it is unaware of any current or past problems with the Property. Permittee acknowledges that Valdez, its agents, authorized representatives or employees have made no representations as to the physical conditions of the Property, including but not limited to the subsurface and soil conditions. Permittee accepts the Property in an “as is” condition. Permittee does not accept or assume responsibility or liability for pre-existing subsurface and/or soil conditions, including, but not limited to Hazardous Materials and/or Environmental contamination that is unknown and/or undisclosed to Permittee at the time of execution of this Permit.

24. Release of Valdez. Any other provision of this Permit to the contrary notwithstanding, Permittee releases Valdez from any and all claims, demands, penalties, fines, judgements, liabilities, settlements, damages, costs or expenses (including, without limitation, a decrease in the value of the Property, damages due to loss or restriction of usable space, and attorney’s fees, court costs, litigation expenses, and consultant and expert fees) arising, during or after the term of this Permit, and resulting from Permittee’s use, keeping, storage or disposal of Hazardous Materials on the Property. This release includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local

agency or policy subdivision or by law, relating to Permittee's use, keeping, storage or disposal of Hazardous Materials on the Property.

25. Use of Hazardous Materials on the Property.

(a) Permittee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by Permittee or its authorized representatives or invitees, except for such Hazardous Material as is necessary or useful to Permittee's use of the Property.

(b) Any Hazardous Material permitted on the Property as provided in this paragraph, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all laws or regulations applicable to any such Hazardous Material.

(c) Permittee shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system or any body of water, if such material (as reasonably determined by Valdez, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect (a) the health, welfare or safety of persons, whether located on the Property or elsewhere, or (b) the condition, use or enjoyment of the Property or any other real or personal property.

(d) Permittee shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Material kept on the Property by the Permittee, its authorized representatives and invitees, and the Permittee shall give immediate notice to Valdez of any violation or potential violation of the provisions of subparagraphs 25 (a), (b) and (c).

26. Indemnification of Valdez. Permittee shall forever protect, defend, indemnify and hold harmless Valdez from and against any and all losses, claims, investigations, assertions, liens, demands and causes of action of every kind and character (including without limitation any assertions or claims made against Valdez, Permittee or third parties, by government agencies or third parties, alleging the release or threatened release of Hazardous Materials or environmental contamination of any kind on or in connection with the Property) and all costs thereof (including without limitation costs of removal action, remedial action other "response costs" as that term is defined under applicable federal and state law, attorney's fees, penalties, damages, interest and administrative/court costs incurred by Valdez in response to and defense of the same) arising in favor any party, including Valdez, and arising from or connected with Permittee's activities under this Permit or Permittee's use of or presence on the Property, whether such activities, use or presence are those of Permittee or Permittee's agents, subcontractors or other representatives. Permittee acknowledges that this indemnification clause shall survive termination of this Permit,

and that it applies regardless of the basis of liability alleged by or against any party, including strict liability under Alaska Statute 46.03.822 or federal law. Permittee's obligations under this paragraph may be discharged however, by performance of whatever degree of site investigation for environmental contamination (in Valdez's sole discretion) is necessary to render the Property suitable for Valdez to release Permittee from these obligations, which release must be granted in writing by Valdez.

27. Liability for Release/Threatened Releases of Hazardous Materials. At all times while this Permit is in effect, for purposes of potential liability under Alaska Statute 46.03.822.:

1. Permittee, not Valdez, shall be deemed the owner of and person having control over any Hazardous Materials used by Permittee or on the Property for business reasons of Permittee; and
2. Permittee, not Valdez, shall be deemed the owner of the possessory interest under this Permit, and the operator of the Property as a facility under Alaska Statute 46.03.822(a)(2); and
3. Permittee, not Valdez, shall be deemed the generator, transporter, or both, of any Hazardous Materials generated or transported by Permittee in connection with the enjoyment of its right under this Permit.

For purposes of this paragraph 27, "Permittee" shall include Permittee's agents, employees, sub-contractors, subsidiaries, affiliates and representatives or any kind.

28. Compliance with Environmental Laws. Permittee covenants full compliance with any applicable federal, state or local environmental statute, regulations or ordinance presently in effect or that may be amended or effective in the future.

29. Due Diligence. At Valdez's recommendation, Permittee has investigated the Property for potential environmental contamination, which may have occurred before the date of this Permit; Permittee accepts the Property in its current environmental condition. After such investigation, Permittee agrees that the Property:

- (a) Has not been subject to the use, generation, manufacture, storage, treatment, disposal, release, or threatened release of Hazardous Materials.
- (b) Has not been subject to any actual or threatened assertions, claims or litigation of any kind by government agencies or any other persons relating to such matters.

30. Access to Property. Permittee acknowledges Valdez's right to enter upon the Property to make such inspections and tests as Valdez may deem appropriate to determine compliance with this Permit; any such investigations or tests shall be for Valdez's purposes only, and shall not be construed to create any responsibility or liability on Valdez's part to Permittee or any person.

31. Release from Future Claims. Permittee hereby releases and freely waives any future claims against Valdez for contribution or indemnity (whether under AS 46.03.822, other state law, or federal law) in the event Permittee incurs or becomes liable for response costs, damages or costs of any kind because of the release, threatened release or presence of Hazardous Materials on or about the Property.

32. Report of Events. Permittee specifically agrees to report all releases, threatened releases, discharges, spills or disposal of Hazardous Materials in whatever quantity, immediately to the appropriate regulatory authorities and simultaneously to Valdez, and to keep Valdez fully informed of any communication between Permittee and any person or agency concerning potential or actual environmental contamination and Hazardous Materials.

IN WITNESS WHEREOF the parties have caused this Permit to be executed by their duly authorized officers the day and year first above written.

CITY OF VALDEZ, ALASKA

PERMITTEE: VALDEZ STAY AND PLAY

Signed by: Kate Huber  
By: Kate Huber  
AEECC808913D4AF...  
Kate Huber, Community Development Director

Signed by: Angie Christensen  
By: Angie Christensen  
ACTD22BBA57C4A8...  
Angie Christensen, Company Representative

Date: 5/20/2026 | 4:14 PM AKDT

Date: 5/20/2026 | 12:11 PM AKDT

Approved as to Form:  
BRENA, BELL & WALKER, P.C.  
Attorneys for the City of Valdez

By: Jon S. Wakeland  
Jon S. Wakeland

ATTEST:  
By: Sheri L. Pierce deputy for  
Sheri L. Pierce, MMC, City Clerk

Exhibit "A"



3/5/2026, 11:40:57 AM

*\* Kayak Staging. 30' x 20'*

1:1,128

Parcels

Valdez City Limits





## Legislation Text

---

**File #:** 26-0255, **Version:** 1

---

**ITEM TITLE:**

Issuance of Temporary Land Use Permit #26-07 to Alyeska Pipeline Service Company for an Approximate 2.5-acre portion of Tracts B & E, Section 34, ASCS 98-30

**SUBMITTED BY:** Paul Nylund, Senior Planner & GIS Technician

**FISCAL NOTES:**

Expenditure Required: N/A  
Unencumbered Balance: N/A  
Funding Source: N/A

**RECOMMENDATION:**

N/A - Receive and File

**SUMMARY STATEMENT:**

On May 8<sup>th</sup>, 2026, the City of Valdez Community Development Department issued a temporary land use permit (TLUP) for Alyeska Pipeline Service Company for an approximately 2.5-acre portion of Tract B & E, Section 34, ASCS 98-30 (Brown's Creek) Per plat 2016-7, owned by the City of Valdez.

Pursuant to Valdez Municipal Code 17.12.120 (G), staff review of the proposed temporary use request found that all ten approval criteria were satisfied. The term of this permit is June 1<sup>st</sup> to November 30<sup>th</sup>, 2026. The permitted use is to support the investigation of the buried pipeline at Trans-Alaska Pipeline Milepost 783.89. The specifics of this use are detailed in section 3 of permit 26-07, which is attached to this agenda item.

The City Manager, Public Works Director, and Parks and Recreation Director were solicited for comments on the application and had no objections. This long-term TLUP was approved by the Planning and Zoning Commission at their regularly scheduled public meeting on April 22<sup>nd</sup>, 2026.



**CITY OF VALDEZ**  
**TEMPORARY LAND USE PERMIT AGREEMENT**

**Permit No. 26-07**

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this 8<sup>th</sup> day of May, 2026 by and between the **CITY OF VALDEZ**, an Alaska municipal corporation (hereinafter referred to as "Valdez"), whose address is P.O. Box 307, Valdez, Alaska, 99686, and **Alyeska Pipeline Service Company, Agent for TAPS Owners** (hereinafter referred to as "Permittee"), whose address is P. O. Box 196660, M.S. 569, Anchorage, AK. 99519-6660.

**WITNESSETH:**

1. **Permit.** Valdez hereby grants to Permittee the right and privilege to be present upon the following described real property (the "Property") belonging to Valdez pursuant to the terms of this Permit Agreement:

- 2.5 acre portion of City of Valdez property adjacent to TAPS right-of-way above Browns Creek, T9S, R4W, Section 34 (CRM), Pipeline Milepost 783.89, ASLS no. 98-30, Tract B per Plat 2016-7 VRD (See Exhibit "A")

2. **Term and Termination.** Permittee may use the Property for the purposes set forth herein beginning on the 1<sup>st</sup> of June, 2026 through November 30th, 2026. In no circumstance shall this Permit exceed six months in duration. The City of Valdez, may at its sole discretion terminate this Permit at any time for any reason with reasonable written notice to Permittee.

3. **Use.** Permittee shall use the Property for the following activities:  
The proposed land use will support the investigation of the buried pipeline at Trans-Alaska Pipeline Milepost 783.89. One edge of the excavation will likely extend onto the City property with the majority being inside the TAPS right-of-way on state land. Excavators, dump trucks, pick-up trucks, boom-trucks, abrasive-blasting and pipe coating skids, welding skids, heaters, light plants will be used, with all except the excavator bucket expected to be situated within the existing right-of-way. Site ingress and egress from/to the Richardson Highway will use the existing TAPS access roads and workpad and be confined to the right-of-way including at the Browns Creek crossing. The excavation will extend to about 2.5 feet beneath the bottom of the pipe and will remain open at that depth until the inspection, repairs and re-coating are complete.

The excavated materials will be temporarily stockpiled on the workpad and re-used as backfill of the excavation. The disturbed areas will be restored to their pre-dig grade and drainage patterns in accordance with TAPS manual MR-48, Section 23, Erosion Control.

Use of the Property under this Permit shall not adversely impact public access or Valdez operations. **No permanent structures shall be erected on the Property; and no permanent alteration of the land shall occur.**

4. Permittee Not a Lessee. No legal title or leasehold interest in the Property shall be deemed or construed to have been created or vested in Permittee by anything contained herein. The purpose of this permit is to convey a non-possession interest by the City of Valdez to Permittee in that certain property described in paragraph 1 above. The City of Valdez shall maintain all right, title, and interest in that Property as fee simple owner thereof, and Permittee by virtue of this Permit has only the right and privilege to be present upon the Property and to make use of it for the purpose set forth in paragraph 3 above.

5. Fee. Pursuant to resolution #23-43 fees for this Temporary Land Use Permit will be \$311.00 per month, or a pro-rated daily rate of \$11.00 per day for those periods less than one month in duration.

6. Insurance Requirement. Insurance Requirement. Permittee represents that it is entirely self-insured and sufficiently financially secure to respond to any claim arising out of any activity undertaken in connection with this Permit. The City is relying on this representation in forgoing the City's imposition upon the Permittee of the obligation to obtain an insurance policy issued to the Permittee and covering the City as an additional insured. The Permittee acknowledges its obligation to defend, indemnify, and hold harmless the City as required in paragraph 11 of this Permit. Permittee further acknowledges that its conduct in connection with responding to any claim against the City shall, at a minimum, conform with the obligations of an insurance carrier to its insured.

Waiver of Subrogation. For the purpose of waiver of subrogation, Permittee releases and waives all rights to claim or recover damages, costs or expenses against Valdez for any casualty of any type whatsoever in, on or about the Premises if the amount of such damage, cost or expense has been paid to such damaged party under the terms of any policy of insurance required herein.

7. Maintenance. Permittee agrees to maintain the Property in a neat and orderly fashion. Upon termination of this Permit, Permittee agrees to leave the premises in a neat and clean condition.

8. Mechanic's Liens. Permittee shall pay all costs for construction done by it or caused to be done by it on the Property as permitted by this Permit. Permittee agrees not to construct any permanent structures on the Property.

9. Utilities. Permittee shall be solely liable for and shall timely pay when due all expenses and fees for all utilities used or consumed with respect to the Property. The Permittee shall be required to provide and maintain sanitary facilities to include, but not be limited to, port-a-potties and garbage dumpsters.

10. Exculpation of Valdez. Valdez shall not be liable to Permittee for any damage to Permittee or Permittee's property from any cause. Permittee waives all claims against Valdez for damage to persons or property arising from any reason.

11. Indemnity. Except for claims arising solely out of acts or omissions of Valdez, its agents, authorized representatives, employees or contractors, Permittee agrees to protect, defend, indemnify and hold Valdez, its agents, authorized representatives and employees (collectively "Valdez's Indemnities") harmless from and against any and all liability arising from acts or omissions of any person and of any nature whatsoever occurring on or relating to Permittee's use of the Property, causing injury to, or death of persons, or loss of, or damage to, property, and from any expense, including attorney's fees, incident to the defense of and by Valdez's Indemnities therefrom. If any action or proceeding is brought against Valdez's Indemnities by reason of any such occurrences, Valdez's Indemnities shall promptly notify Permittee in writing of such action or proceeding.

12. Condemnation. If during the term of this Permit there is any taking by condemnation of the Property or any interest in this Permit, this Permit shall terminate on the date of taking. Any condemnation award shall belong to and be paid to The City of Valdez, and Permittee hereby assigns to the City of Valdez Permittee's interest therein.

13. No Encumbrance or Assignment Permitted. Permittee shall not voluntarily encumber its interest in this Permit or in the Property or attempt to assign all or any part of the Property, or allow any other person or entity, except its authorized representatives, to occupy or use all or any part of the Property.

14. Default. The occurrence of any of the following shall constitute a default under this Permit by Permittee:

(a) Failure to pay fees when due, if the failure continues for fifteen (15) days after written notice for payment;

(b) Any default in or failure to perform any term, covenant, or condition of this Permit;

(c) The cessation by Permittee of the operation of the Permittee's business located on the Property for a period of thirty (30) days;

(d) The making of any assignments for the benefit of creditors of Permittee, the appointment of a receiver for Permittee's business, the entry of an Order for Relief as to Permittee under the United States Bankruptcy Code as now in effect or hereafter amended, the insolvency of

Permittee, or any similar situation.

15. Remedies. In the event of any default by Permittee under the provisions of paragraph 14 of this Permit, all of Permittee's rights hereunder shall immediately terminate; and the City of Valdez may, in addition to any rights and remedies that it may be given by statute, common law, express agreement, or otherwise, enter and take sole possession and control of the Property.

16. Valdez's Entry on Premises. The City of Valdez shall have the right to enter the Property at any time and, in view of the fact this Permit constitutes a license on real property rather than a lease, shall at all times remain in possession of the Property.

17. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Permit. Either party may change its address by notifying the other party of the change of address. Such notices shall be deemed given when mailed irrespective of whether or not they are received.

18. Modification, Amendment, Waiver. No delay or omission in the exercise of any right or remedy of the City of Valdez on any default by Permittee shall impair such a right or remedy or be construed as a waiver. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and authorized by both parties.

19. Governing Law/Jurisdiction. This Permit shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.

20. Miscellaneous. Time is of the essence with respect to each provision of the Permit, and it shall be binding upon and inure to the benefit of the parties, their heirs, assigns, and successors in interest. The enforceability, invalidity, or illegality of any provisions of this Permit shall not render the other provisions of this Permit unenforceable, invalid, or illegal.

21. Environmental Contamination. All fuel petroleum and other toxic products maintained, stored or used at the Property shall be stored no less than 100 feet away from the nearest surface waterbody, and contained and confined in a manner which prevents any spillage from entering the Property, including without limitation any surface waters. In the event of a fuel or other toxic product spill, Permittee shall immediately notify the Valdez office of the Department of Environmental Conservation of the same. Permittee shall be responsible for all costs associated with remediation in the event of spillage of toxic product on the Property.

22. Hazardous Material Defined. Hazardous Material/Substance is any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of Alaska, or the United States government. Hazardous Material includes any and all material or substances which are defined as “hazardous waste”, “extremely hazardous waste”, “hazardous material” or a “hazardous substance” pursuant to local, state or federal law, including without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder. “Hazardous Material” includes but is not restricted to asbestos, polychlorobiphenyls (“PCB’s”) and petroleum and petroleum products.

23. Condition of Property. Permittee has had full opportunity to visually examine the Property for the presence of any Hazardous Material. Valdez states that it is unaware of any current or past problems with the Property. Permittee acknowledges that Valdez, its agents, authorized representatives or employees have made no representations as to the physical conditions of the Property, including but not limited to the subsurface and soil conditions. Permittee accepts the Property in an “as is” condition. Permittee does not accept or assume responsibility or liability for pre-existing subsurface and/or soil conditions, including, but not limited to Hazardous Materials and/or Environmental contamination that is unknown and/or undisclosed to Permittee at the time of execution of this Permit.

24. Release of Valdez. Any other provision of this Permit to the contrary notwithstanding, Permittee releases Valdez from any and all claims, demands, penalties, fines, judgements, liabilities, settlements, damages, costs or expenses (including, without limitation, a decrease in the value of the Property, damages due to loss or restriction of usable space, and attorney’s fees, court costs, litigation expenses, and consultant and expert fees) arising, during or after the term of this Permit, and resulting from Permittee’s use, keeping, storage or disposal of Hazardous Materials on the Property. This release includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or policy subdivision or by law, relating to Permittee’s use, keeping, storage or disposal of Hazardous Materials on the Property.

25. Use of Hazardous Materials on the Property.

(a) Permittee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by Permittee or its authorized representatives or invitees, except for such Hazardous Material as is necessary or useful to Permittee’s use of the Property.

(b) Any Hazardous Material permitted on the Property as provided in this paragraph, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all laws or regulations applicable to any such Hazardous Material.

(c) Permittee shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system or any body of water, if such material (as reasonably determined by Valdez, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect (a) the health, welfare or safety of persons, whether located on the Property or elsewhere, or (b) the condition, use or enjoyment of the Property or any other real or personal property.

(d) Permittee shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Material kept on the Property by the Permittee, its authorized representatives and invitees, and the Permittee shall give immediate notice to Valdez of any violation or potential violation of the provisions of subparagraphs 25 (a), (b) and (c).

26. Indemnification of Valdez. Permittee shall forever protect, defend, indemnify and hold harmless Valdez from and against any and all losses, claims, investigations, assertions, liens, demands and causes of action of every kind and character (including without limitation any assertions or claims made against Valdez, Permittee or third parties, by government agencies or third parties, alleging the release or threatened release of Hazardous Materials or environmental contamination of any kind on or in connection with the Property) and all costs thereof (including without limitation costs of removal action, remedial action other "response costs" as that term is defined under applicable federal and state law, attorney's fees, penalties, damages, interest and administrative/court costs incurred by Valdez in response to and defense of the same) arising in favor any party, including Valdez, and arising from or connected with Permittee's activities under this Permit or Permittee's use of or presence on the Property, whether such activities, use or presence are those of Permittee or Permittee's agents, subcontractors or other representatives. Permittee acknowledges that this indemnification clause shall survive termination of this Permit, and that it applies regardless of the basis of liability alleged by or against any party, including strict liability under Alaska Statute 46.03.822 or federal law. Permittee's obligations under this paragraph may be discharged however, by performance of whatever degree of site investigation for environmental contamination (in Valdez's sole discretion) is necessary to render the Property suitable for Valdez to release Permittee from these obligations, which release must be granted in writing by Valdez.

27. Liability for Release/Threatened Releases of Hazardous Materials. At all times while this Permit is in effect, for purposes of potential liability under Alaska Statute 46.03.822:

1. Permittee, not Valdez, shall be deemed the owner of and person having control over any Hazardous Materials used by Permittee or on the Property for business reasons of Permittee; and

2. Permittee, not Valdez, shall be deemed the owner of the possessory interest under this Permit, and the operator of the Property as a facility under Alaska Statute 46.03.822(a)(2); and

3. Permittee, not Valdez, shall be deemed the generator, transporter, or both, of any Hazardous Materials generated or transported by Permittee in connection with the enjoyment of its right under this Permit.

For purposes of this paragraph 27, "Permittee" shall include Permittee's agents, employees, sub-contractors, subsidiaries, affiliates and representatives or any kind.

28. Compliance with Environmental Laws. Permittee covenants full compliance with any applicable federal, state or local environmental statute, regulations or ordinance presently in effect or that may be amended or effective in the future.

29. Due Diligence. At Valdez's recommendation, Permittee has investigated the Property for potential environmental contamination, which may have occurred before the date of this Permit; Permittee accepts the Property in its current environmental condition. After such investigation, Permittee agrees that the Property: (a) has not been subject to the use, generation, manufacture, storage, treatment, disposal, release, or threatened release of Hazardous Materials; and (b) has not been subject to any actual or threatened assertions, claims or litigation of any kind by government agencies or any other persons relating to such matters.

30. Access to Property. Permittee acknowledges Valdez's right to enter upon the Property to make such inspections and tests as Valdez may deem appropriate to determine compliance with this Permit; any such investigations or tests shall be for Valdez's purposes only, and shall not be construed to create any responsibility or liability on Valdez's part to Permittee or any person.

31. Release from Future Claims. Permittee hereby releases and freely waives any future claims against Valdez for contribution or indemnity (whether under AS 46.03.822, other state law, or federal law) in the event Permittee incurs or becomes liable for response costs, damages or costs of any kind because of the release, threatened release or presence of Hazardous Materials on or about the Property.

32. Report of Events. Permittee specifically agrees to report all releases, threatened releases, discharges, spills or disposal of Hazardous Materials in whatever quantity, immediately to the

appropriate regulatory authorities and simultaneously to Valdez, and to keep Valdez fully informed of any communication between Permittee and any person or agency concerning potential or actual environmental contamination and Hazardous Materials.

IN WITNESS WHEREOF the parties have caused this Permit to be executed by their duly authorized officers the day and year first above written.

CITY OF VALDEZ, ALASKA

PERMITTEE: ALYESKA PIPELINE SERVICE COMPANY

Signed by:  
By: Kate Huber  
AEECC608042D4AF  
Kate Huber, Community Development Director

Signed by:  
By: Peter Nagel  
2FE30D3AFDB5457  
Peter Nagel, Lands Manager

Date: 5/7/2026 | 4:34 PM AKDT

Date: 4/30/2026 | 3:49 PM AKDT

Approved as to Form:  
BRENA, BELL & WALKER, P.C.  
Attorneys for the City of Valdez

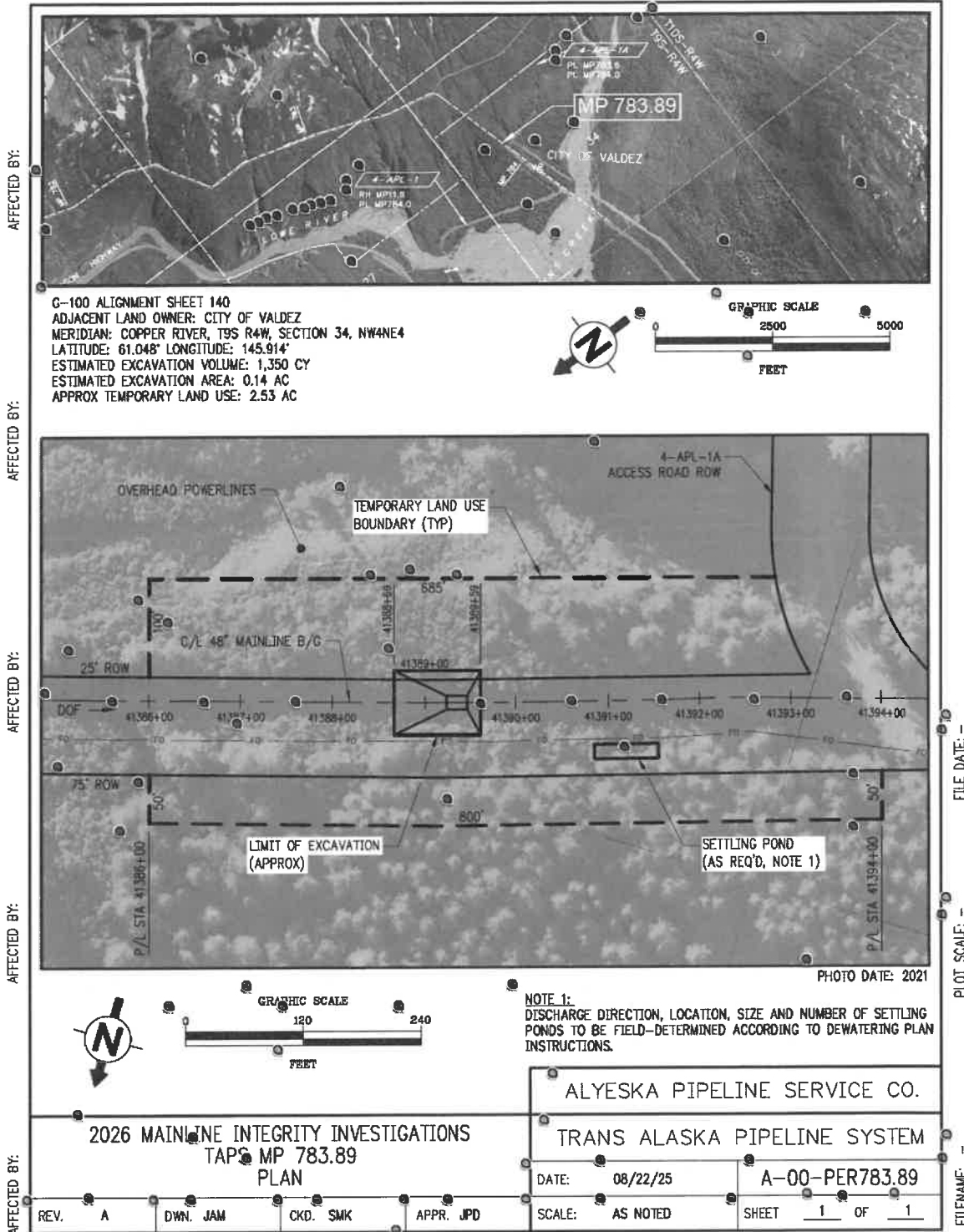
By: [Signature]  
Jon S. Wakeland

ATTEST:

By: [Signature] Sheri L. Pierce, MMC  
deputy for



Exhibit "A"





## Legislation Text

---

**File #:** 26-0256, **Version:** 1

---

**ITEM TITLE:**

Issuance of Temporary Land Use Permit #26-08 to Wilson Brothers Distributing Company for an Approximately 1.44-acre portion of 226 South Harbor Drive, Tract G, Harbor Subdivision.

**SUBMITTED BY:** Paul Nylund, Senior Planner & GIS Technician

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

N/A - Receive and File

**SUMMARY STATEMENT:**

On May 15<sup>th</sup>, 2026, the City of Valdez Community Development Department issued a temporary land use permit (TLUP) to Wilson Brothers Distributing Company for an Approximately 1.44-acre portion of 226 South Harbor Drive, Tract G, Harbor Subdivision, owned by the City of Valdez.

Pursuant to Valdez Municipal Code 17.12.120 (G), staff review of the proposed temporary use request found that all ten approval criteria were satisfied. The term of this permit is June 1<sup>st</sup> to November 30<sup>th</sup>, 2026. The permitted use is for parking and staging of refrigeration trailers and a generator for supplying power to the units.

The Public Works Director, Capital Facilities Director and Ports and Harbor Director were solicited for comments on the application and had no objections. This long-term TLUP was approved by the Planning and Zoning Commission at their regularly scheduled public meeting on April 12<sup>th</sup>, 2023, and has been administratively approved this year per VMC 17.12.120(F) which states that the permit “may be renewed annually, with the approval of the community development director”, “and may be renewed for a maximum of 4 years”. If it is applied for again next year, this TLUP will need to go through a full application and approval process.





**CITY OF VALDEZ**  
**TEMPORARY LAND USE PERMIT AGREEMENT**

**Permit No. 26-08**

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this 15<sup>th</sup> day of May, 2026 by and between the **CITY OF VALDEZ**, an Alaska municipal corporation (hereinafter referred to as "Valdez"), whose address is P.O. Box 307, Valdez, Alaska, 99686, and **WILSON BROTHERS DISTRIBUTING COMPANY**, (hereinafter referred to as "Permittee"), whose address is **PO Box 3625, Valdez, Alaska 99686**.

WITNESSETH:

1. **Permit.** Valdez hereby grants to Permittee the right and privilege to be present upon the following described real property belonging to Valdez pursuant to the terms of this Permit Agreement:

1.44 Acre Portion of 226 South Harbor Drive Tract G, Harbor Subdivision (See Exhibit "A")

2. **Term and Termination.** Permittee may use the Property for the purposes set forth herein beginning on the **1st day of June, 2026 and continuing until the 30th day of November, 2026**. In no circumstance shall this Permit exceed six months in duration. The City of Valdez, may at its sole discretion terminate this Permit at any time for any reason with 30 days' written notice to Permittee. Permittee shall vacate the property within thirty days from receiving written notification from the City of Valdez.

3. **Use.** Permittee shall use the Property for parking and staging of refrigeration trailers and a generator for supplying power to the units and for no other purpose whatsoever without the prior written consent of the City of Valdez. Wilson Brother's Distributing Company shall maintain a free and clear access aisle for Port access to the rear of the property. Use of the Property under this Permit shall not adversely impact public access or Valdez operations. **No permanent structures shall be erected on the property; and no permanent alteration of the land shall occur.**

4. Permittee Not a Lessee. No legal title or leasehold interest in the Property shall be deemed or construed to have been created or vested in Permittee by anything contained herein. The purpose of this permit is to convey a non-possession interest by the City of Valdez to Permittee in that certain property (not to exceed two acres) described in paragraph 1 above. The City of Valdez shall maintain all right, title, and interest in that Property as fee simple owner thereof, and Permittee by virtue of this Permit has only the right and privilege to be present upon the Property and to make use of it for the purpose set forth in paragraph 3 above.

5. Fee. In consideration for use of land owned by the City of Valdez, Permittee agrees to pay in advance a lump sum equal to a flat monthly fee of three hundred fifty dollars (\$311.00) per month of occupancy plus a pro-rated daily rate of eleven dollars (\$11.00) per day for the number of days this permit is in effect other than a full month.

6. Insurance Requirement. The Permittee shall, at its own expense, purchase, maintain and otherwise keep in force the following insurance for the duration of this Agreement. The City shall be notified immediately prior to any termination, cancellation, or any other material change in such insurance. The Permittee shall provide the City a Certificate of Insurance prior to the commencement of any activity undertaken in connection with this Temporary Land Use Permit Agreement. Failure to provide adequate proof of insurance prior to the occupation of the Property will result in revocation of the Permit.

Event Liability Insurance: Covering the Permittee and the City for any and all claims for personal injury, bodily injury (including death) and property damage (including environmental degradation or contamination) arising from any activity occurring as a result of this Temporary Land Use Permit Agreement.

Minimum limits:       \$1,000,000 Each Occurrence  
                              \$100,000 Damage to Rented Premises  
                              \$5,000 Medical Payments  
                              \$1,000,000 Personal & Adv Injury  
                              \$2,000,000 General Aggregate  
                              \$2,000,000 Products and Completed Operations Aggregate

The City of Valdez shall be included as an Additional Insured.

Workers' Compensation: Permittee shall maintain Workers' Compensation and Employer's Liability Insurance.

Minimum Limits:       1. Workers' compensation – statutory limit  
                              2. Employer's liability:  
                                  \$100,000 bodily injury for each accident  
                                  \$100,000 bodily injury by disease for each employee

\$500,000 bodily injury disease policy limit

Waiver of Subrogation. For the purpose of waiver of subrogation, Permittee releases and waives all rights to claim or recover damages, costs or expenses against Valdez for any casualty of any type whatsoever in, on or about the Premises if the amount of such damage, cost or expense has been paid to such damaged party under the terms of any policy of insurance required herein.

7. Maintenance. Permittee agrees to maintain the property in a neat and orderly fashion. Upon termination of this Permit, Permittee agrees to leave the premises in a neat and clean condition.

8. Mechanic's Liens. Permittee shall pay all costs for construction done by it or caused to be done by it on the Property as permitted by this Permit. Permittee agrees not to construct any permanent structures on the property.

9. Utilities. Permittee shall be solely liable for and shall timely pay when due all expenses and fees for all utilities used or consumed with respect to the Property. The Permittee shall be required to provide and maintain sanitary facilities to include, but not be limited to, port-a-potties and garbage dumpsters.

10. Exculpation of Valdez. Valdez shall not be liable to Permittee for any damage to Permittee or Permittee's property from any cause. Permittee waives all claims against Valdez for damage to persons or property arising from any reason.

11. Indemnity. Permittee shall hold the City of Valdez harmless from and against any and all damages arising out of any damage to any persons or property occurring in, on, or about the Property.

12. Condemnation. If during the term of this Permit there is any taking by condemnation of the Property or any interest in this Permit, this Permit shall terminate on the date of taking. Any condemnation award shall belong to and be paid to The City of Valdez, and Permittee hereby assigns to the City of Valdez Permittee's interest therein.

13. No Encumbrance or Assignment Permitted. Permittee shall not voluntarily encumber its interest in this Permit or in the Property or attempt to assign all or any part of the Property, or allow any other person or entity, except its authorized representatives, to occupy or use all or any part of the Property.

14. Default. The occurrence of any of the following shall constitute a default under this Permit by Permittee:

(a) Failure to pay fees when due, if the failure continues for fifteen (15) days after written notice for payment;

(b) Any default in or failure to perform any term, covenant, or condition of this Permit;

(c) The cessation by Permittee of the operation of the Permittee's business located on the Property for a period of thirty (30) days;

(d) The making of any assignments for the benefit of creditors of Permittee, the appointment of a receiver for Permittee's business, the entry of an Order for Relief as to Permittee under the United States Bankruptcy Code as now in effect or hereafter amended, the insolvency of Permittee, or any similar situation.

15. Remedies. In the event of any default by Permittee under the provisions of paragraph 14 of this Permit, all of Permittee's rights hereunder shall immediately terminate; and the City of Valdez may, in addition to any rights and remedies that it may be given by statute, common law, express agreement, or otherwise, enter and take sole possession and control of the Property.

16. Valdez' Entry on Premises. The City of Valdez shall have the right to enter the Property at any time and, in view of the fact this Permit constitutes a license on real property rather than a lease, shall at all times remain in possession of the Property.

17. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Permit. Either party may change its address by notifying the other party of the change of address. Such notices shall be deemed given when mailed irrespective of whether or not they are received.

18. Modification, Amendment, Waiver. No delay or omission in the exercise of any right or remedy of the City of Valdez on any default by Permittee shall impair such a right or remedy or be construed as a waiver. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and authorized by both parties.

19. Governing Law/Jurisdiction. This Permit shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.

20. Miscellaneous. Time is of the essence with respect to each provision of the Permit, and it shall be binding upon and inure to the benefit of the parties, their heirs, assigns, and successors in interest. The enforceability, invalidity, or illegality of any provisions of this Permit shall not render the other provisions of this Permit unenforceable, invalid, or illegal.

21. Environmental Contamination. All fuel petroleum and other toxic products maintained, stored or used at the Property shall be stored no less than 100 feet away from the nearest surface waterbody, and contained and confined in a manner which prevents any spillage from entering the Property, including without limitation any surface waters. In the event of a fuel or other toxic product spill, Permittee shall immediately notify the Valdez office of the Department of Environmental Conservation of the same. Permittee shall be responsible for all costs associated with remediation in the event of spillage of toxic product on the property.

IN WITNESS WHEREOF the parties have caused this Permit to be executed by their duly authorized officers the day and year first above written.

CITY OF VALDEZ, ALASKA      PERMITTEE: WILSON BROTHERS DISTRIBUTING CO

Signed by:  
By: Kate Huber  
AECC60B912D4AF  
Kate Huber, Community Development Director

Signed by:  
By: Curt Wilson  
1ADE588843E8438  
Curt Wilson, Owner

Date: 5/15/2026 | 11:08 AM AKDT

Date: 5/8/2026 | 4:44 PM AKDT

Approved as to Form:  
BRENA, BELL & WALKER, P.C.  
Attorneys for the City of Valdez

By: [Signature]  
Jon S. Wakeland

ATTEST:  
By: Eline A. Bird deputy  
for  
Sheri L. Pierce, MMC, City Clerk



Exhibit "A"  
226 S Harbor Drive



1/24/2022 4:31:22 PM

COVparcels  
Valdez City Limits

1:2,257  
0 0.01 0.01 0.03 mi  
0 0.01 0.03 0.05 km

Source: Esri, Mapbox, GeoEye, Earthstar, CNES/Airbus, DE

Information displayed is for informational purposes only. The City of Valdez makes no warranties, expressed or implied, as to the accuracy or reliability of the information herein.



## Legislation Text

---

**File #:** 26-0257, **Version:** 1

---

**ITEM TITLE:**

Issuance of Temporary Land Use Permit #26-10 to End of the Road Ren Fair for an Approximately 4-Acre Portion of 251 Pioneer Drive, Lot 2, Block 2 Mineral Creek Subdivision - Barney Meyring Park Strip.

**SUBMITTED BY:** Paul Nylund - Senior Planner/GIS Technician

**FISCAL NOTES:**

Expenditure Required: N/A  
Unencumbered Balance: N/A  
Funding Source: N/A

**RECOMMENDATION:**

N/A - Receive and File

**SUMMARY STATEMENT:**

On May 29<sup>th</sup>, 2026, the City of Valdez Community Development Department issued a temporary land use permit (TLUP) to End of the Road Ren Fair for an approximately-4 acre portion of 251 Pioneer Drive, Lot 2, Block 2 Mineral Creek Subdivision - Barney Meyring Park Strip.

Pursuant to Valdez Municipal Code 17.12.120 (G), staff review of the proposed temporary use request found that all ten approval criteria were satisfied. The term of this permit is June 18<sup>th</sup> to 21<sup>st</sup>, 2026. The permitted use is for a renaissance fair open to the public. The event will include a vendor square, food vendor area, stage, portable restrooms, game areas, performances, and alcohol consumption area.

The Public Works Director, City Manager, Parks and Recreation Director, Capital Facilities Director and Police Chief were solicited for comments on the application and had no objections. This short-term TLUP was approved by the Community Development Director and all fees for this agreement have been waived by Valdez City Council per City of Valdez Resolution #23-43.



**CITY OF VALDEZ**  
**TEMPORARY LAND USE PERMIT AGREEMENT**

**Permit No. 26-10**

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this 27<sup>th</sup> day of May, 2026 by and between the **CITY OF VALDEZ**, an Alaska municipal corporation (hereinafter referred to as "Valdez"), whose address is P.O. Box 307, Valdez, Alaska, 99686, and **END OF THE ROAD REN FAIR**, (hereinafter referred to as "Permittee"), whose address is P.O. Box 1132, Valdez AK 99686.

**WITNESSETH:**

1. **Permit.** Valdez hereby grants to Permittee the right and privilege to be present upon the following described real property (the "Property") belonging to Valdez pursuant to the terms of this Permit Agreement:

An Approximately 4-acre Portion of 251 Pioneer Drive, Lot 2, Block 2 Mineral Creek Subdivision – Barney Meyring Park Strip (See Exhibit "A")

2. **Term and Termination.** Permittee may use the Property for the purposes set forth herein beginning on the 18th of June 2026 through June 21st, 2026. In no circumstance shall this Permit exceed six months in duration. The City of Valdez, may at its sole discretion terminate this Permit at any time for any reason with reasonable written notice to Permittee.

3. **Use.** Permittee shall use the Property for a renaissance fair open to the public. The event will include a vendor square, food vendor area, stage, portable restrooms, game areas, performances, and alcohol consumption area. Use of the Property under this Permit shall not adversely impact public access or City of Valdez operations. **No permanent structures shall be erected on the property; and no permanent alteration of the land shall occur.**

4. **Permittee Not a Lessee.** No legal title or leasehold interest in the Property shall be deemed or construed to have been created or vested in Permittee by anything contained herein. The purpose of this permit is to convey a non-possession interest by the City of Valdez to Permittee in that certain property described in paragraph 1 above. The City of Valdez shall maintain all right, title, and interest in that Property as fee simple owner thereof, and Permittee by virtue of this

Permit has only the right and privilege to be present upon the Property and to make use of it for the purpose set forth in paragraph 3 above.

5. Fee. Pursuant to resolution #23-43 fees for this Agreement have been waived by Valdez City Council passed and approved August 15, 2023.

6. Insurance Requirement. Insurance Requirement. Permittee represents that it is entirely self-insured and sufficiently financially secure to respond to any claim arising out of any activity undertaken in connection with this Permit. The City is relying on this representation in forgoing the City's imposition upon the Permittee of the obligation to obtain an insurance policy issued to the Permittee and covering the City as an additional insured. The Permittee acknowledges its obligation to defend, indemnify, and hold harmless the City as required in paragraph 11 of this Permit. Permittee further acknowledges that its conduct in connection with responding to any claim against the City shall, at a minimum, conform with the obligations of an insurance carrier to its insured.

Waiver of Subrogation. For the purpose of waiver of subrogation, Permittee releases and waives all rights to claim or recover damages, costs or expenses against Valdez for any casualty of any type whatsoever in, on or about the Premises if the amount of such damage, cost or expense has been paid to such damaged party under the terms of any policy of insurance required herein.

7. Maintenance. Permittee agrees to maintain the Property in a neat and orderly fashion. Upon termination of this Permit, Permittee agrees to leave the premises in a neat and clean condition.

8. Mechanic's Liens. Permittee shall pay all costs for construction done by it or caused to be done by it on the Property as permitted by this Permit. Permittee agrees not to construct any permanent structures on the Property.

9. Utilities. Permittee shall be solely liable for and shall timely pay when due all expenses and fees for all utilities used or consumed with respect to the Property. The Permittee shall be required to provide and maintain sanitary facilities to include, but not be limited to, port-a-potties and garbage dumpsters.

10. Exculpation of Valdez. Valdez shall not be liable to Permittee for any damage to Permittee or Permittee's property from any cause. Permittee waives all claims against Valdez for damage to persons or property arising from any reason.

11. Indemnity. Except for claims arising solely out of acts or omissions of Valdez, its agents, authorized representatives, employees or contractors, Permittee agrees to protect, defend, indemnify and hold Valdez, its agents, authorized representatives and employees (collectively "Valdez's Indemnities") harmless from and against any and all liability arising from acts or omissions of any person and of any nature whatsoever occurring on or relating to Permittee's use of the Property, causing injury to, or death of persons, or loss of, or damage to, property, and from

any expense, including attorney's fees, incident to the defense of and by Valdez's Indemnities therefrom. If any action or proceeding is brought against Valdez's Indemnities by reason of any such occurrences, Valdez's Indemnities shall promptly notify Permittee in writing of such action or proceeding.

12. Condemnation. If during the term of this Permit there is any taking by condemnation of the Property or any interest in this Permit, this Permit shall terminate on the date of taking. Any condemnation award shall belong to and be paid to The City of Valdez, and Permittee hereby assigns to the City of Valdez Permittee's interest therein.

13. No Encumbrance or Assignment Permitted. Permittee shall not voluntarily encumber its interest in this Permit or in the Property or attempt to assign all or any part of the Property, or allow any other person or entity, except its authorized representatives, to occupy or use all or any part of the Property.

14. Default. The occurrence of any of the following shall constitute a default under this Permit by Permittee:

(a) Failure to pay fees when due, if the failure continues for fifteen (15) days after written notice for payment;

(b) Any default in or failure to perform any term, covenant, or condition of this Permit;

(c) The cessation by Permittee of the operation of the Permittee's business located on the Property for a period of thirty (30) days;

(d) The making of any assignments for the benefit of creditors of Permittee, the appointment of a receiver for Permittee's business, the entry of an Order for Relief as to Permittee under the United States Bankruptcy Code as now in effect or hereafter amended, the insolvency of Permittee, or any similar situation.

15. Remedies. In the event of any default by Permittee under the provisions of paragraph 14 of this Permit, all of Permittee's rights hereunder shall immediately terminate; and the City of Valdez may, in addition to any rights and remedies that it may be given by statute, common law, express agreement, or otherwise, enter and take sole possession and control of the Property.

16. Valdez's Entry on Premises. The City of Valdez shall have the right to enter the Property at any time and, in view of the fact this Permit constitutes a license on real property rather than a lease, shall at all times remain in possession of the Property.

17. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Permit. Either party

may change its address by notifying the other party of the change of address. Such notices shall be deemed given when mailed irrespective of whether or not they are received.

18. Modification, Amendment, Waiver. No delay or omission in the exercise of any right or remedy of the City of Valdez on any default by Permittee shall impair such a right or remedy or be construed as a waiver. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and authorized by both parties.

19. Governing Law/Jurisdiction. This Permit shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.

20. Miscellaneous. Time is of the essence with respect to each provision of the Permit, and it shall be binding upon and inure to the benefit of the parties, their heirs, assigns, and successors in interest. The enforceability, invalidity, or illegality of any provisions of this Permit shall not render the other provisions of this Permit unenforceable, invalid, or illegal.

21. Environmental Contamination. All fuel petroleum and other toxic products maintained, stored or used at the Property shall be stored no less than 100 feet away from the nearest surface waterbody, and contained and confined in a manner which prevents any spillage from entering the Property, including without limitation any surface waters. In the event of a fuel or other toxic product spill, Permittee shall immediately notify the Valdez office of the Department of Environmental Conservation of the same. Permittee shall be responsible for all costs associated with remediation in the event of spillage of toxic product on the Property.

22. Hazardous Material Defined. Hazardous Material/Substance is any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of Alaska, or the United States government. Hazardous Material includes any and all material or substances which are defined as “hazardous waste”, “extremely hazardous waste”, “hazardous material” or a “hazardous substance” pursuant to local, state or federal law, including without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder. “Hazardous Material” includes but is not restricted to asbestos, polychlorobiphenyls (“PCB’s”) and petroleum and petroleum products.

23. Condition of Property. Permittee has had full opportunity to visually examine the Property for the presence of any Hazardous Material. Valdez states that it is unaware of any current

or past problems with the Property. Permittee acknowledges that Valdez, its agents, authorized representatives or employees have made no representations as to the physical conditions of the Property, including but not limited to the subsurface and soil conditions. Permittee accepts the Property in an "as is" condition. Permittee does not accept or assume responsibility or liability for pre-existing subsurface and/or soil conditions, including, but not limited to Hazardous Materials and/or Environmental contamination that is unknown and/or undisclosed to Permittee at the time of execution of this Permit.

24. Release of Valdez. Any other provision of this Permit to the contrary notwithstanding, Permittee releases Valdez from any and all claims, demands, penalties, fines, judgements, liabilities, settlements, damages, costs or expenses (including, without limitation, a decrease in the value of the Property, damages due to loss or restriction of usable space, and attorney's fees, court costs, litigation expenses, and consultant and expert fees) arising, during or after the term of this Permit, and resulting from Permittee's use, keeping, storage or disposal of Hazardous Materials on the Property. This release includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or policy subdivision or by law, relating to Permittee's use, keeping, storage or disposal of Hazardous Materials on the Property.

25. Use of Hazardous Materials on the Property.

(a) Permittee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by Permittee or its authorized representatives or invitees, except for such Hazardous Material as is necessary or useful to Permittee's use of the Property.

(b) Any Hazardous Material permitted on the Property as provided in this paragraph, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all laws or regulations applicable to any such Hazardous Material.

(c) Permittee shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system or any body of water, if such material (as reasonably determined by Valdez, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect (a) the health, welfare or safety of persons, whether located on the Property or elsewhere, or (b) the condition, use or enjoyment of the Property or any other real or personal property.

(d) Permittee shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Material kept on the Property by the Permittee, its authorized representatives and invitees, and the Permittee shall give immediate notice to Valdez of any violation or potential violation of the provisions of subparagraphs 25 (a), (b) and (c).

26. Indemnification of Valdez. Permittee shall forever protect, defend, indemnify and hold harmless Valdez from and against any and all losses, claims, investigations, assertions, liens, demands and causes of action of every kind and character (including without limitation any assertions or claims made against Valdez, Permittee or third parties, by government agencies or third parties, alleging the release or threatened release of Hazardous Materials or environmental contamination of any kind on or in connection with the Property) and all costs thereof (including without limitation costs of removal action, remedial action other “response costs” as that term is defined under applicable federal and state law, attorney’s fees, penalties, damages, interest and administrative/court costs incurred by Valdez in response to and defense of the same) arising in favor any party, including Valdez, and arising from or connected with Permittee’s activities under this Permit or Permittee’s use of or presence on the Property, whether such activities, use or presence are those of Permittee or Permittee’s agents, subcontractors or other representatives. Permittee acknowledges that this indemnification clause shall survive termination of this Permit, and that it applies regardless of the basis of liability alleged by or against any party, including strict liability under Alaska Statute 46.03.822 or federal law. Permittee’s obligations under this paragraph may be discharged however, by performance of whatever degree of site investigation for environmental contamination (in Valdez’s sole discretion) is necessary to render the Property suitable for Valdez to release Permittee from these obligations, which release must be granted in writing by Valdez.

27. Liability for Release/Threatened Releases of Hazardous Materials. At all times while this Permit is in effect, for purposes of potential liability under Alaska Statute 46.03.822.:

1. Permittee, not Valdez, shall be deemed the owner of and person having control over any Hazardous Materials used by Permittee or on the Property for business reasons of Permittee; and

2. Permittee, not Valdez, shall be deemed the owner of the possessory interest under this Permit, and the operator of the Property as a facility under Alaska Statute 46.03.822(a)(2); and

3. Permittee, not Valdez, shall be deemed the generator, transporter, or both, of any Hazardous Materials generated or transported by Permittee in connection with the enjoyment of its right under this Permit.

For purposes of this paragraph 27, "Permittee" shall include Permittee's agents, employees, sub-contractors, subsidiaries, affiliates and representatives or any kind.

28. Compliance with Environmental Laws. Permittee covenants full compliance with any applicable federal, state or local environmental statute, regulations or ordinance presently in effect or that may be amended or effective in the future.

29. Due Diligence. At Valdez's recommendation, Permittee has investigated the Property for potential environmental contamination, which may have occurred before the date of this Permit; Permittee accepts the Property in its current environmental condition. After such investigation, Permittee agrees that the Property: (a) has not been subject to the use, generation, manufacture, storage, treatment, disposal, release, or threatened release of Hazardous Materials; and (b) has not been subject to any actual or threatened assertions, claims or litigation of any kind by government agencies or any other persons relating to such matters.

30. Access to Property. Permittee acknowledges Valdez's right to enter upon the Property to make such inspections and tests as Valdez may deem appropriate to determine compliance with this Permit; any such investigations or tests shall be for Valdez's purposes only, and shall not be construed to create any responsibility or liability on Valdez's part to Permittee or any person.

31. Release from Future Claims. Permittee hereby releases and freely waives any future claims against Valdez for contribution or indemnity (whether under AS 46.03.822, other state law, or federal law) in the event Permittee incurs or becomes liable for response costs, damages or costs of any kind because of the release, threatened release or presence of Hazardous Materials on or about the Property.

32. Report of Events. Permittee specifically agrees to report all releases, threatened releases, discharges, spills or disposal of Hazardous Materials in whatever quantity, immediately to the appropriate regulatory authorities and simultaneously to Valdez, and to keep Valdez fully informed of any communication between Permittee and any person or agency concerning potential or actual environmental contamination and Hazardous Materials.

IN WITNESS WHEREOF the parties have caused this Permit to be executed by their duly authorized officers the day and year first above written.

CITY OF VALDEZ, ALASKA

PERMITTEE: END OF THE ROAD REN FAIR

Signed by:  
By: Kate Huber  
AEECC688B12D4AF...  
Kate Huber, Community Development Director

Signed by:  
By: Zadie Carmen  
D009B251FC4D4A5...  
Zadie Carmen, President and Event Director

Date: 5/29/2026 | 8:54 AM AKDT

Date: 5/29/2026 | 8:31 AM AKDT

Approved as to Form:  
BRENA, BELL & WALKER, P.C.  
Attorneys for the City of Valdez

By: Jon S. Wakeland  
Jon S. Wakeland

ATTEST:  
By: Sheri L. Pierce Sheri L. Pierce, MMC, City Clerk



Exhibit "A"





## Legislation Text

---

**File #:** 26-0258, **Version:** 1

---

**ITEM TITLE:**

Issuance of Temporary Land Use Permit #26-11 to The Potato Too LLC, for an Approximately 369 Square Foot Portion of Public Right-of-Way Immediately Adjacent to Lot 12, Block 40, Harbor Subdivision.

**SUBMITTED BY:** Paul Nylund - Senior Planner/GIS Technician

**FISCAL NOTES:**

Expenditure Required: N/A  
Unencumbered Balance: N/A  
Funding Source: N/A

**RECOMMENDATION:**

N/A - Receive and File

**SUMMARY STATEMENT:**

On May 15<sup>th</sup>, 2026, the City of Valdez Community Development Department issued a temporary land use permit (TLUP) to The Potato Too LLC for an Approximately 369 square foot portion of public right-of-way immediately adjacent to Lot 12, Block 40, Harbor Subdivision.

Pursuant to Valdez Municipal Code 17.12.120 (G), staff review of the proposed temporary use request found that all ten approval criteria were satisfied. The term of this permit is May 1<sup>st</sup> to September 15, 2026. The permitted use is for temporary outdoor seating, live music events, and art classes for the customers and patrons of The Roadside Potatohead Restaurant.

The Public Works Director, City Manager and Police Chief were solicited for comments on the application and had no objections. This long-term TLUP was approved by the Planning and Zoning Commission at their regularly scheduled public meeting on April 26th, 2023, and has been administratively approved this year per VMC 17.12.120(F) which states that the permit “may be renewed annually, with the approval of the community development director”, “and may be renewed for a maximum of 4 years”. If it is applied for again next year, this TLUP will need to go through a full application and approval process.



**CITY OF VALDEZ**  
**TEMPORARY LAND USE PERMIT AGREEMENT**

**Permit No. 26-11**

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this 15<sup>th</sup> day of May, 2026 by and between the **CITY OF VALDEZ**, an Alaska municipal corporation (hereinafter referred to as "Valdez"), whose address is P.O. Box 307, Valdez, Alaska, 99686, and **The Potato Too LLC**, (hereinafter referred to as "Permittee"), whose address is P. O. Box 2842 Valdez, AK 99686-2924.

**WITNESSETH:**

1. Permit. Valdez hereby grants to Permittee the right and privilege to be present upon the following described real property (the "Property") belonging to Valdez pursuant to the terms of this Permit Agreement:

- 369 square foot portion of public right-of-way immediately adjacent to Lot 12, Block 40, Harbor Subdivision (See Exhibit "A")

2. Term and Termination. Permittee may use the Property for the purposes set forth herein beginning on the 1<sup>st</sup> of May, 2026 through September 15th, 2026. In no circumstance shall this Permit exceed six months in duration. The City of Valdez, may at its sole discretion terminate this Permit at any time for any reason with reasonable written notice to Permittee.

3. Use. Permittee shall use the Property for temporary outdoor seating, live music events, and art classes for the customers or patrons of The Roadside Potatohead Restaurant and for no other purpose whatsoever without the prior written consent of the City of Valdez.

Use of the Property under this Permit shall not adversely impact public access or Valdez operations. **No permanent structures shall be erected on the Property; and no permanent alteration of the land shall occur.**

4. Permittee Not a Lessee. No legal title or leasehold interest in the Property shall be deemed or construed to have been created or vested in Permittee by anything contained herein. The purpose of this permit is to convey a non-possession interest by the City of Valdez to Permittee

in that certain property described in paragraph 1 above. The City of Valdez shall maintain all right, title, and interest in that Property as fee simple owner thereof, and Permittee by virtue of this Permit has only the right and privilege to be present upon the Property and to make use of it for the purpose set forth in paragraph 3 above.

5. Fee. Pursuant to resolution #23-43 fees for this Temporary Land Use Permit will be \$311.00 per month, or a pro-rated daily rate of \$11.00 per day for those periods less than one month in duration.

6. Insurance Requirement. Insurance Requirement. Permittee represents that it is entirely self-insured and sufficiently financially secure to respond to any claim arising out of any activity undertaken in connection with this Permit. The City is relying on this representation in forgoing the City's imposition upon the Permittee of the obligation to obtain an insurance policy issued to the Permittee and covering the City as an additional insured. The Permittee acknowledges its obligation to defend, indemnify, and hold harmless the City as required in paragraph 11 of this Permit. Permittee further acknowledges that its conduct in connection with responding to any claim against the City shall, at a minimum, conform with the obligations of an insurance carrier to its insured.

Waiver of Subrogation. For the purpose of waiver of subrogation, Permittee releases and waives all rights to claim or recover damages, costs or expenses against Valdez for any casualty of any type whatsoever in, on or about the Premises if the amount of such damage, cost or expense has been paid to such damaged party under the terms of any policy of insurance required herein.

7. Maintenance. Permittee agrees to maintain the Property in a neat and orderly fashion. Upon termination of this Permit, Permittee agrees to leave the premises in a neat and clean condition.

8. Mechanic's Liens. Permittee shall pay all costs for construction done by it or caused to be done by it on the Property as permitted by this Permit. Permittee agrees not to construct any permanent structures on the Property.

9. Utilities. Permittee shall be solely liable for and shall timely pay when due all expenses and fees for all utilities used or consumed with respect to the Property. The Permittee shall be required to provide and maintain sanitary facilities to include, but not be limited to, port-a-potties and garbage dumpsters.

10. Exculpation of Valdez. Valdez shall not be liable to Permittee for any damage to Permittee or Permittee's property from any cause. Permittee waives all claims against Valdez for damage to persons or property arising from any reason.

11. Indemnity. Except for claims arising solely out of acts or omissions of Valdez, its agents, authorized representatives, employees or contractors, Permittee agrees to protect, defend, indemnify and hold Valdez, its agents, authorized representatives and employees (collectively

“Valdez’s Indemnities”) harmless from and against any and all liability arising from acts or omissions of any person and of any nature whatsoever occurring on or relating to Permittee’s use of the Property, causing injury to, or death of persons, or loss of, or damage to, property, and from any expense, including attorney’s fees, incident to the defense of and by Valdez’s Indemnities therefrom. If any action or proceeding is brought against Valdez’s Indemnities by reason of any such occurrences, Valdez’s Indemnities shall promptly notify Permittee in writing of such action or proceeding.

12. Condemnation. If during the term of this Permit there is any taking by condemnation of the Property or any interest in this Permit, this Permit shall terminate on the date of taking. Any condemnation award shall belong to and be paid to The City of Valdez, and Permittee hereby assigns to the City of Valdez Permittee’s interest therein.

13. No Encumbrance or Assignment Permitted. Permittee shall not voluntarily encumber its interest in this Permit or in the Property or attempt to assign all or any part of the Property, or allow any other person or entity, except its authorized representatives, to occupy or use all or any part of the Property.

14. Default. The occurrence of any of the following shall constitute a default under this Permit by Permittee:

(a) Failure to pay fees when due, if the failure continues for fifteen (15) days after written notice for payment;

(b) Any default in or failure to perform any term, covenant, or condition of this Permit;

(c) The cessation by Permittee of the operation of the Permittee’s business located on the Property for a period of thirty (30) days;

(d) The making of any assignments for the benefit of creditors of Permittee, the appointment of a receiver for Permittee’s business, the entry of an Order for Relief as to Permittee under the United States Bankruptcy Code as now in effect or hereafter amended, the insolvency of Permittee, or any similar situation.

15. Remedies. In the event of any default by Permittee under the provisions of paragraph 14 of this Permit, all of Permittee’s rights hereunder shall immediately terminate; and the City of Valdez may, in addition to any rights and remedies that it may be given by statute, common law, express agreement, or otherwise, enter and take sole possession and control of the Property.

16. Valdez’s Entry on Premises. The City of Valdez shall have the right to enter the Property at any time and, in view of the fact this Permit constitutes a license on real property rather than a lease, shall at all times remain in possession of the Property.

17. Notices. Any notice, demand, request, consent, approval, or communication that either

party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Permit. Either party may change its address by notifying the other party of the change of address. Such notices shall be deemed given when mailed irrespective of whether or not they are received.

18. Modification, Amendment, Waiver. No delay or omission in the exercise of any right or remedy of the City of Valdez on any default by Permittee shall impair such a right or remedy or be construed as a waiver. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and authorized by both parties.

19. Governing Law/Jurisdiction. This Permit shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.

20. Miscellaneous. Time is of the essence with respect to each provision of the Permit, and it shall be binding upon and inure to the benefit of the parties, their heirs, assigns, and successors in interest. The enforceability, invalidity, or illegality of any provisions of this Permit shall not render the other provisions of this Permit unenforceable, invalid, or illegal.

21. Environmental Contamination. All fuel petroleum and other toxic products maintained, stored or used at the Property shall be stored no less than 100 feet away from the nearest surface waterbody, and contained and confined in a manner which prevents any spillage from entering the Property, including without limitation any surface waters. In the event of a fuel or other toxic product spill, Permittee shall immediately notify the Valdez office of the Department of Environmental Conservation of the same. Permittee shall be responsible for all costs associated with remediation in the event of spillage of toxic product on the Property.

22. Hazardous Material Defined. Hazardous Material/Substance is any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of Alaska, or the United States government. Hazardous Material includes any and all material or substances which are defined as “hazardous waste”, “extremely hazardous waste”, “hazardous material” or a “hazardous substance” pursuant to local, state or federal law, including without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder. “Hazardous Material” includes but is not restricted to asbestos, polychlorobiphenyls (“PCB’s”) and petroleum and petroleum products.

23. Condition of Property. Permittee has had full opportunity to visually examine the Property for the presence of any Hazardous Material. Valdez states that it is unaware of any current or past problems with the Property. Permittee acknowledges that Valdez, its agents, authorized representatives or employees have made no representations as to the physical conditions of the Property, including but not limited to the subsurface and soil conditions. Permittee accepts the Property in an “as is” condition. Permittee does not accept or assume responsibility or liability for pre-existing subsurface and/or soil conditions, including, but not limited to Hazardous Materials and/or Environmental contamination that is unknown and/or undisclosed to Permittee at the time of execution of this Permit.

24. Release of Valdez. Any other provision of this Permit to the contrary notwithstanding, Permittee releases Valdez from any and all claims, demands, penalties, fines, judgements, liabilities, settlements, damages, costs or expenses (including, without limitation, a decrease in the value of the Property, damages due to loss or restriction of usable space, and attorney’s fees, court costs, litigation expenses, and consultant and expert fees) arising, during or after the term of this Permit, and resulting from Permittee’s use, keeping, storage or disposal of Hazardous Materials on the Property. This release includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or policy subdivision or by law, relating to Permittee’s use, keeping, storage or disposal of Hazardous Materials on the Property.

25. Use of Hazardous Materials on the Property.

(a) Permittee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by Permittee or its authorized representatives or invitees, except for such Hazardous Material as is necessary or useful to Permittee’s use of the Property.

(b) Any Hazardous Material permitted on the Property as provided in this paragraph, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all laws or regulations applicable to any such Hazardous Material.

(c) Permittee shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system or any body of water, if such material (as reasonably determined by Valdez, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect (a) the health, welfare or

safety of persons, whether located on the Property or elsewhere, or (b) the condition, use or enjoyment of the Property or any other real or personal property.

(d) Permittee shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Material kept on the Property by the Permittee, its authorized representatives and invitees, and the Permittee shall give immediate notice to Valdez of any violation or potential violation of the provisions of subparagraphs 25 (a), (b) and (c).

26. Indemnification of Valdez. Permittee shall forever protect, defend, indemnify and hold harmless Valdez from and against any and all losses, claims, investigations, assertions, liens, demands and causes of action of every kind and character (including without limitation any assertions or claims made against Valdez, Permittee or third parties, by government agencies or third parties, alleging the release or threatened release of Hazardous Materials or environmental contamination of any kind on or in connection with the Property) and all costs thereof (including without limitation costs of removal action, remedial action other “response costs” as that term is defined under applicable federal and state law, attorney’s fees, penalties, damages, interest and administrative/court costs incurred by Valdez in response to and defense of the same) arising in favor any party, including Valdez, and arising from or connected with Permittee’s activities under this Permit or Permittee’s use of or presence on the Property, whether such activities, use or presence are those of Permittee or Permittee’s agents, subcontractors or other representatives. Permittee acknowledges that this indemnification clause shall survive termination of this Permit, and that it applies regardless of the basis of liability alleged by or against any party, including strict liability under Alaska Statute 46.03.822 or federal law. Permittee’s obligations under this paragraph may be discharged however, by performance of whatever degree of site investigation for environmental contamination (in Valdez’s sole discretion) is necessary to render the Property suitable for Valdez to release Permittee from these obligations, which release must be granted in writing by Valdez.

27. Liability for Release/Threatened Releases of Hazardous Materials. At all times while this Permit is in effect, for purposes of potential liability under Alaska Statute 46.03.822.:

1. Permittee, not Valdez, shall be deemed the owner of and person having control over any Hazardous Materials used by Permittee or on the Property for business reasons of Permittee; and

2. Permittee, not Valdez, shall be deemed the owner of the possessory interest under this Permit, and the operator of the Property as a facility under Alaska Statute 46.03.822(a)(2); and

3. Permittee, not Valdez, shall be deemed the generator, transporter, or both, of any Hazardous Materials generated or transported by Permittee in connection with the enjoyment of its right under this Permit.

For purposes of this paragraph 27, "Permittee" shall include Permittee's agents, employees, sub-contractors, subsidiaries, affiliates and representatives or any kind.

28. Compliance with Environmental Laws. Permittee covenants full compliance with any applicable federal, state or local environmental statute, regulations or ordinance presently in effect or that may be amended or effective in the future.

29. Due Diligence. At Valdez's recommendation, Permittee has investigated the Property for potential environmental contamination, which may have occurred before the date of this Permit; Permittee accepts the Property in its current environmental condition. After such investigation, Permittee agrees that the Property: (a) has not been subject to the use, generation, manufacture, storage, treatment, disposal, release, or threatened release of Hazardous Materials; and (b) has not been subject to any actual or threatened assertions, claims or litigation of any kind by government agencies or any other persons relating to such matters.

30. Access to Property. Permittee acknowledges Valdez's right to enter upon the Property to make such inspections and tests as Valdez may deem appropriate to determine compliance with this Permit; any such investigations or tests shall be for Valdez's purposes only, and shall not be construed to create any responsibility or liability on Valdez's part to Permittee or any person.

31. Release from Future Claims. Permittee hereby releases and freely waives any future claims against Valdez for contribution or indemnity (whether under AS 46.03.822, other state law, or federal law) in the event Permittee incurs or becomes liable for response costs, damages or costs of any kind because of the release, threatened release or presence of Hazardous Materials on or about the Property.

32. Report of Events. Permittee specifically agrees to report all releases, threatened releases, discharges, spills or disposal of Hazardous Materials in whatever quantity, immediately to the appropriate regulatory authorities and simultaneously to Valdez, and to keep Valdez fully informed of any communication between Permittee and any person or agency concerning potential or actual environmental contamination and Hazardous Materials.

IN WITNESS WHEREOF the parties have caused this Permit to be executed by their duly authorized officers the day and year first above written.

CITY OF VALDEZ, ALASKA

PERMITTEE: THE POTATO TOO, LLC.

Signed by:  
By: Kate Huber  
AECC80BB12D4AF...  
Kate Huber, Community Development Director

DocuSigned by:  
By: Gaea Bard  
DDE22D46E7874C9...  
Gaea Bard, Company Representative

Date: 5/15/2026 | 3:29 PM AKDT

Date: 5/15/2026 | 4:28 PM PDT

Approved as to Form:  
BRENA, BELL & WALKER, P.C.  
Attorneys for the City of Valdez

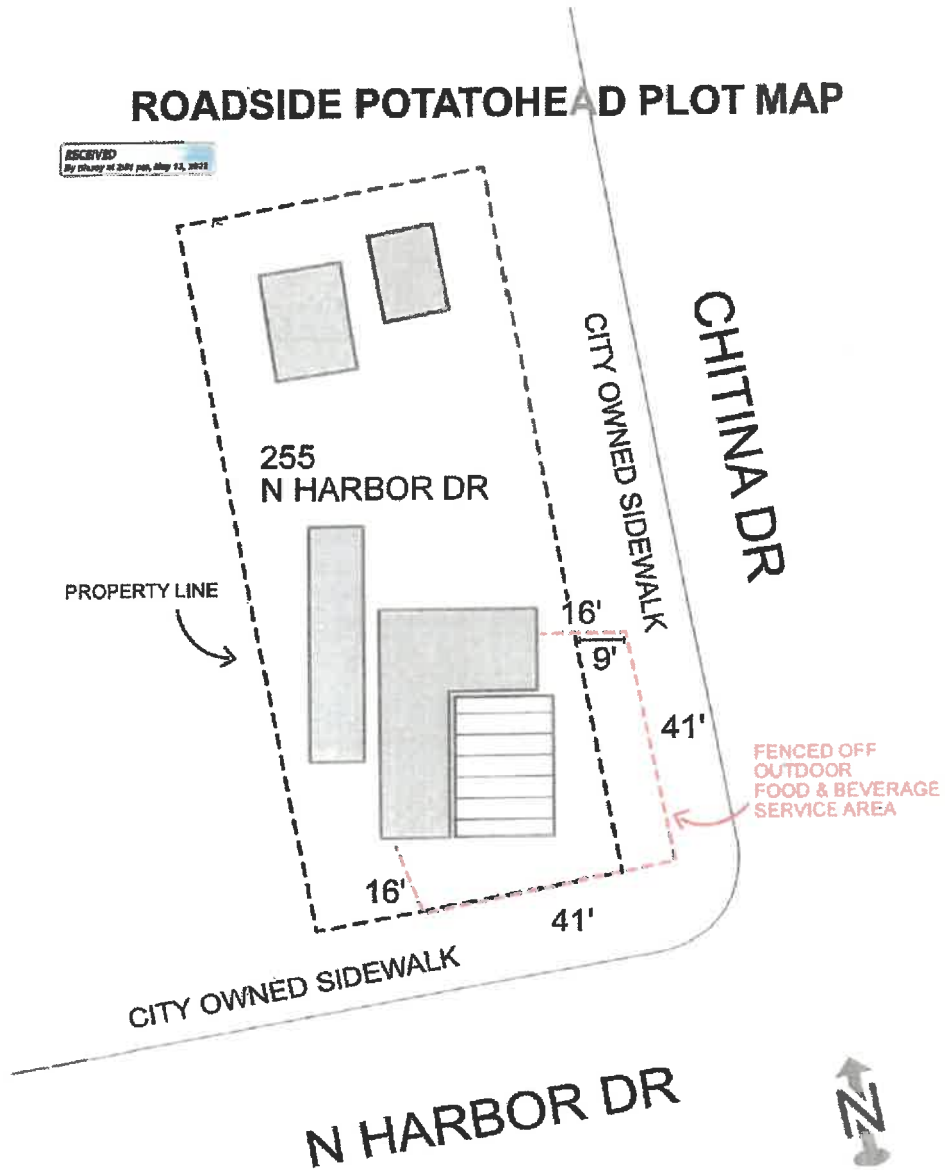
By: Jon S. Wakeland Jake Stuser



ATTEST:

By: Sheri L. Pierce Sheri L. Pierce, MMC, City Clerk  
deputy for

Exhibit "A"





## Legislation Text

---

**File #:** 26-0259, **Version:** 1

---

**ITEM TITLE:**

Issuance of Temporary Land Use Permit #26-12 to The Fat Mermaid for Approximately 518 Square Feet of Public Right-of-Way Immediately Adjacent to Lot 1A, Block 38A, Harbor Subdivision.

**SUBMITTED BY:** Paul Nylund - Senior Planner/GIS Technician

**FISCAL NOTES:**

Expenditure Required: N/A  
Unencumbered Balance: N/A  
Funding Source: N/A

**RECOMMENDATION:**

N/A - Receive and File

**SUMMARY STATEMENT:**

On May 15<sup>th</sup>, 2026, the City of Valdez Community Development Department issued a temporary land use permit (TLUP) to The Fat Mermaid for an Approximately 518 square feet of public right-of-way immediately adjacent to Lot 1A, Block 38A, Harbor Subdivision.

Pursuant to Valdez Municipal Code 17.12.120 (G), staff review of the proposed temporary use request found that all ten approval criteria were satisfied. The term of this permit is May 15<sup>th</sup> to September 15<sup>th</sup>, 2026. The permitted use is to erect an outdoor awning and restaurant seating for the purpose of serving customers or patrons of The Fat Mermaid restaurant.

The Public Works Director, City Manager, Parks and Recreation Director and Police Chief were solicited for comments on the application and had no objections. This long-term TLUP was approved by the Planning and Zoning Commission in 2024 and has been administratively approved this year per VMC 17.12.120(F) which states that the permit “may be renewed annually, with the approval of the community development director”, “and may be renewed for a maximum of 4 years”.



**CITY OF VALDEZ**  
**TEMPORARY LAND USE PERMIT AGREEMENT**

**Permit No. 26-12**

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this **15<sup>th</sup>** day of May, 2026 by and between the **CITY OF VALDEZ**, an Alaska municipal corporation (hereinafter referred to as "Valdez"), whose address is P.O. Box 307, Valdez, Alaska, 99686, and **THE FAT MERMAID**, (hereinafter referred to as "Permittee"), whose address is **PO Box 1999, Valdez, Alaska 99686**.

WITNESSETH:

1. **Permit.** Valdez hereby grants to Permittee the right and privilege to be present upon the following described real property belonging to Valdez pursuant to the terms of this Permit Agreement:

**518 SQUARE FEET OF Public Right of Way Immediately Adjacent to Lot 1A, Block 38A, Harbor Subdivision (See Exhibit "A")**

2. **Term and Termination.** Permittee may use the Property for the purposes set forth herein beginning on the **15th day of May, 2026 and continuing until the 15th day of September, 2026**. In no circumstance shall this Permit exceed six months in duration. The City of Valdez, may at its sole discretion terminate this Permit at any time for any reason with 30 days' written notice to Permittee. Permittee shall vacate the property within thirty days from receiving written notification from the City of Valdez.

3. **Use.** Permittee shall use the Property to erect an outdoor awning and restaurant seating, for the purpose of serving customers or patrons of Fat Mermaid Restaurant and for no other purpose whatsoever without the prior written consent of the City of Valdez. Use of the Property under this Permit shall not adversely impact public access or Valdez operations. **No permanent structures shall be erected on the property; and no permanent alteration of the land shall occur.**

4. **Permittee Not a Lessee.** No legal title or leasehold interest in the Property shall be

deemed or construed to have been created or vested in Permittee by anything contained herein. The purpose of this permit is to convey a non-possession interest by the City of Valdez to Permittee in that certain property (not to exceed two acres) described in paragraph 1 above. The City of Valdez shall maintain all right, title, and interest in that Property as fee simple owner thereof, and Permittee by virtue of this Permit has only the right and privilege to be present upon the Property and to make use of it for the purpose set forth in paragraph 3 above.

5. Fee. In consideration for use of land owned by the City of Valdez, Permittee agrees to pay in advance a lump sum equal to a flat monthly fee of three hundred and eleven (\$311.00) per month of occupancy plus a pro-rated daily rate of eleven dollars (\$11.00) per day for the number of days this permit is in effect other than a full month.

6. Insurance Requirement. The Permittee shall, at its own expense, purchase, maintain and otherwise keep in force the following insurance for the duration of this Agreement. The City shall be notified immediately prior to any termination, cancellation, or any other material change in such insurance. The Permittee shall provide the City a Certificate of Insurance prior to the commencement of any activity undertaken in connection with this Temporary Land Use Permit Agreement. Failure to provide adequate proof of insurance prior to the occupation of the Property will result in revocation of the Permit.

Event Liability Insurance: Covering the Permittee and the City for any and all claims for personal injury, bodily injury (including death) and property damage (including environmental degradation or contamination) arising from any activity occurring as a result of this Temporary Land Use Permit Agreement.

Minimum limits:       \$1,000,000 Each Occurrence  
                              \$100,000 Damage to Rented Premises  
                              \$5,000 Medical Payments  
                              \$1,000,000 Personal & Adv Injury  
                              \$2,000,000 General Aggregate  
                              \$2,000,000 Products and Completed Operations Aggregate

The City of Valdez shall be included as an Additional Insured.

Workers' Compensation: Permittee shall maintain Workers' Compensation and Employer's Liability Insurance.

Minimum Limits:       1. Workers' compensation – statutory limit  
                              2. Employer's liability:  
                                  \$100,000 bodily injury for each accident  
                                  \$100,000 bodily injury by disease for each employee  
                                  \$500,000 bodily injury disease policy limit

Waiver of Subrogation. For the purpose of waiver of subrogation, Permittee releases and waives all rights to claim or recover damages, costs or expenses against Valdez for any casualty of any type whatsoever in, on or about the Premises if the amount of such damage, cost or expense has been paid to such damaged party under the terms of any policy of insurance required herein.

7. Maintenance. Permittee agrees to maintain the property in a neat and orderly fashion. Upon termination of this Permit, Permittee agrees to leave the premises in a neat and clean condition.

8. Mechanic's Liens. Permittee shall pay all costs for construction done by it or caused to be done by it on the Property as permitted by this Permit. Permittee agrees not to construct any permanent structures on the property.

9. Utilities. Permittee shall be solely liable for and shall timely pay when due all expenses and fees for all utilities used or consumed with respect to the Property. The Permittee shall be required to provide and maintain sanitary facilities to include, but not be limited to, port-a-potties and garbage dumpsters.

10. Exculpation of Valdez. Valdez shall not be liable to Permittee for any damage to Permittee or Permittee's property from any cause. Permittee waives all claims against Valdez for damage to persons or property arising from any reason.

11. Indemnity. Permittee shall hold the City of Valdez harmless from and against any and all damages arising out of any damage to any persons or property occurring in, on, or about the Property.

12. Condemnation. If during the term of this Permit there is any taking by condemnation of the Property or any interest in this Permit, this Permit shall terminate on the date of taking. Any condemnation award shall belong to and be paid to The City of Valdez, and Permittee hereby assigns to the City of Valdez Permittee's interest therein.

13. No Encumbrance or Assignment Permitted. Permittee shall not voluntarily encumber its interest in this Permit or in the Property or attempt to assign all or any part of the Property, or allow any other person or entity, except its authorized representatives, to occupy or use all or any part of the Property.

14. Default. The occurrence of any of the following shall constitute a default under this Permit by Permittee:

(a) Failure to pay fees when due, if the failure continues for fifteen (15) days after written notice for payment;

(b) Any default in or failure to perform any term, covenant, or condition of this Permit;

(c) The cessation by Permittee of the operation of the Permittee's business located on the Property for a period of thirty (30) days;

(d) The making of any assignments for the benefit of creditors of Permittee, the appointment of a receiver for Permittee's business, the entry of an Order for Relief as to Permittee under the United States Bankruptcy Code as now in effect or hereafter amended, the insolvency of Permittee, or any similar situation.

15. Remedies. In the event of any default by Permittee under the provisions of paragraph 14 of this Permit, all of Permittee's rights hereunder shall immediately terminate; and the City of Valdez may, in addition to any rights and remedies that it may be given by statute, common law, express agreement, or otherwise, enter and take sole possession and control of the Property.

16. Valdez' Entry on Premises. The City of Valdez shall have the right to enter the Property at any time and, in view of the fact this Permit constitutes a license on real property rather than a lease, shall at all times remain in possession of the Property.

17. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Permit. Either party may change its address by notifying the other party of the change of address. Such notices shall be deemed given when mailed irrespective of whether or not they are received.

18. Modification, Amendment, Waiver. No delay or omission in the exercise of any right or remedy of the City of Valdez on any default by Permittee shall impair such a right or remedy or be construed as a waiver. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and authorized by both parties.

19. Governing Law/Jurisdiction. This Permit shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.

20. Miscellaneous. Time is of the essence with respect to each provision of the Permit, and it shall be binding upon and inure to the benefit of the parties, their heirs, assigns, and successors in interest. The enforceability, invalidity, or illegality of any provisions of this Permit shall not render the other provisions of this Permit unenforceable, invalid, or illegal.

21. Environmental Contamination. All fuel petroleum and other toxic products maintained, stored or used at the Property shall be stored no less than 100 feet away from the nearest surface waterbody, and contained and confined in a manner which prevents any spillage from entering the Property, including without limitation any surface waters. In the event of a fuel or other toxic product spill, Permittee shall immediately notify the Valdez office of the Department of Environmental Conservation of the same. Permittee shall be responsible for all costs associated with remediation in the event of spillage of toxic product on the property.

IN WITNESS WHEREOF the parties have caused this Permit to be executed by their duly authorized officers the day and year first above written.

CITY OF VALDEZ, ALASKA

PERMITTEE: THE FAT MERMAID

Signed by:  
By: Kate Huber  
AECC60B812D4AF...  
Kate Huber, Community Development Director

DocuSigned by:  
By: Martine Rinoza  
58AF83D6FED740C...  
Martine Rinoza, Authorized Representative

Date: 5/15/2026 | 11:06 AM AKDT

Date: 5/11/2026 | 1:15 PM PDT

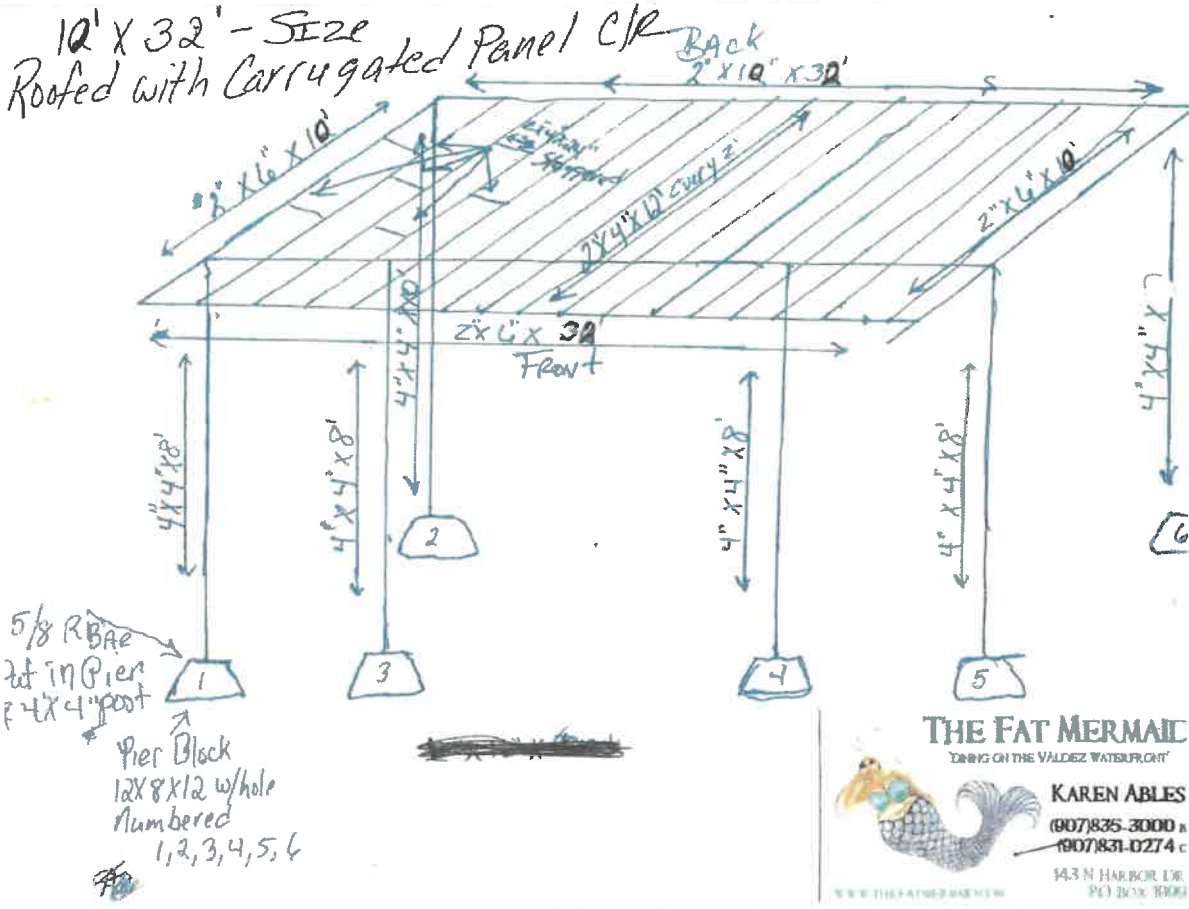
Approved as to Form:  
BRENA, BELL & WALKER, P.C.  
Attorneys for the City of Valdez

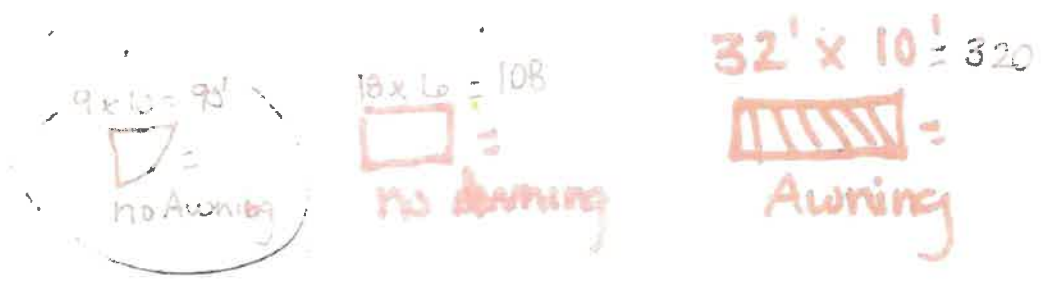
By: [Signature]  
Jon S. Wakeland

ATTEST:  
By: Elin Q Birch deputy for  
Sheri L. Pierce, MMC, City Clerk



Exhibit "A"





Awning is 32' wide by 10' deep. However, here is a 52" clear pathway between street sidewalk and awning leaving ample room for pedestrians.

Uncovered area plus awning is approximately 60' wide, depth varies due to property line.

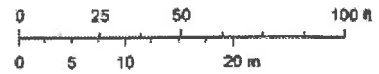
### COV GIS MAP



4/4/2023, 1:20:19 PM

 Parcels

1:1,128





## Legislation Text

---

**File #:** 26-0246, **Version:** 1

---

**ITEM TITLE:**

City Manager Written Report

**SUBMITTED BY:** Nathan Duval, City Manager

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file.

**SUMMARY STATEMENT:**

Attached report outlines events that have occurred since the last Council meeting. A verbal update, to include monthly projects report, will be provided in conjunction with report.

### Council Priorities

- **Child Care** [Complete an operating, active, licensed childcare facility by Fall 2026]
  - Head Start opened 6/10/26 at the Royal Center
- **Housing** [Increase housing stock by Fall 2027, utilizing the housing needs survey]
  - HB 13 transmitted to Governor's office 6/4
- **Maintenance** [Annually appropriate funds toward deferred maintenance on critical infrastructure]
- **Modernize Aging Infrastructure** [Annually modernize aging infrastructure, while leveraging natural and transportation assets, to expand: Outdoor Recreation, Tourism, Maritime, Community]

### Legislative Interactions

- 125<sup>th</sup> festivities: party, reception, VMT tour
- Met with Prov & DoH to discuss space needs for clinic & public health
- Met with Prov & DoH to discuss Rural Transformation Grant regional planning meeting in Valdez, tentatively week of 8/31-9/4

### Operations & Initiatives

- Citizens Academy applications are rolling in. Seats are limited.
  - <https://www.valdezak.gov/1060/Citizens-Academy>
- Operations reports compiled and will be presented at 7/7 Council meeting
- DEC completed landfill inspection, awaiting results
- Met with Museum regarding next steps on renovation/expansion project; will be requesting work session with corporate board soon.
- Preparing for arrival of scrap processors after 4<sup>th</sup> of July
- Beginning internal discussions regarding possible revisions to economic development tax exemption section of code
- Attended ICS G0191 with staff to complete task books for IMT positions
- VCT renaming event with Sontag family 6/12

### Personnel

- Met with IAFF representatives to schedule contract negotiations.
- Senior Captain Mike Webber will be retiring at the end of the month from VFD
- Reviewing results of 2026 employee engagement survey and developing action plans and priorities
- Directors' strategic planning 6/16-17
- Council Strategic Planning 6/18-19
- City Staff Clean-up Day on 6/15

### Projects

- Monthly project report to be presented by Cap Fac Director Walker.