



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, June 18, 2024

7:00 PM

Council Chambers

Regular Meeting

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [Approval of City Council Meeting Minutes - June 4, 2024](#)

V. PUBLIC APPEARANCES

1. [Public Appearance: "The Riker Maneuver" Project](#)

VI. PUBLIC BUSINESS FROM THE FLOOR

VII. PUBLIC HEARINGS

1. [Public Hearing: PRICE Grant Draft Application](#)

VIII. CONSENT AGENDA

1. [Proclamation: Recognizing Marcie Robertson for 30 Years of Service with the City of Valdez](#)
2. [Approval To Go Into Executive Session Re: Escaped Property Litigation](#)

IX. UNFINISHED BUSINESS

1. [Appointment of Vacant City Council Seat](#)

X. NEW BUSINESS

1. [Approval of Municipal Naming, Monument, and Sponsorship Policy](#)
2. [Approval of City of Valdez Annual Property and Casualty Insurance Renewal for the Period Beginning July 1, 2024 in the Amount of \\$979,713](#)
3. [Discussion Item: Meals Hill Park Re-Naming](#)

XI. RESOLUTIONS

1. [#24-29 - Authorizing the City Clerk to Dispose of Certain City Records](#)

XII. REPORTS

1. [Procurement Report: Professional Services Agreement with Shannon & Wilson for Additional Site Characterization Activities, HHES](#)
2. [Procurement Report: Contract with RSR Contracting, LLC for Landsharks Contaminated Soil Removal in the Amount of \\$99,775.00](#)

XIII. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS

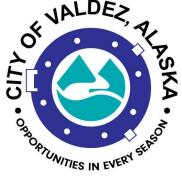
1. City Manager Report
2. City Clerk Report
3. City Attorney Report
4. City Mayor Report

XIV. COUNCIL BUSINESS FROM THE FLOOR

XV. EXECUTIVE SESSION

XVI. RETURN FROM EXECUTIVE SESSION

XVIII. ADJOURNMENT



Legislation Text

File #: 24-0248, **Version:** 1

ITEM TITLE:

Approval of City Council Meeting Minutes - June 4, 2024

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Approve.

SUMMARY STATEMENT:

Minutes from the June 4, 2024 meeting of the city council are attached for review.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - DRAFT

Tuesday, June 4, 2024

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: 5 - Mayor Dennis Fleming
Council Member Joseph Lally
Council Member Olivia Foster
Council Member Jimmy Devens
Council Member Alan Sorum

Excused: 1 - Council Member Austin Love
Also Present: 3 - City Clerk Sheri Pierce
Deputy City Clerk Elise Sorum-Birk
City Manager John Douglas

One vacancy on Council due to election of Mayor Fleming.

IV. PUBLIC BUSINESS FROM THE FLOOR

V. CONSENT AGENDA

1. Proclamation: Juneteenth Day

2. Approval To Go Into Executive Session RE: Escaped Property Litigation Strategy

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

Vote on the Motion

Yays: 5 - Fleming, Lally, Foster, Devens and Sorum

Absent: 1 - Love

Vacant: 1

Motion Carried.

VI. NEW BUSINESS

1. Appointment of Vacant City Council Seat

MOTION: Council Member Foster moved, seconded by Council Member Sorum, to review and consider submissions and vote to appoint one of the applicants to fill the vacancy.

Council Member Lally recused himself from the vote citing that he was a direct supervisor of one applicant.

MOTION: Council Member Foster moved, seconded by Council Member Sorum, to postpone to the next regular City Council meeting.

Vote on the Motion

Yays: 5 - Fleming, Lally, Foster, Devens and Sorum

Absent: 1 - Love

Vacant: 1

Motion Carried.

VII. ORDINANCES

- #24-10 - Authorizing an Amendment to the Zoning Map to Effect a Change to Lot 6 of Block 1, Lots 1 and 2 of Block 2, Lot 1 of Block 7, Lot 1 of Block 8, and Lot 1 of Block 9, of Corbin Creek Subdivision, Plats 99-24 and 2000-11 to Rural Residential. Second Reading. Adoption.**

MOTION: Council Member Devens moved, seconded by Council Member Foster, to approve Ordinance 24-10 in second reading for adoption.

Vote on the Motion

Yays: 5 - Fleming, Lally, Foster, Devens and Sorum

Absent: 1 - Love

Vacant: 1

Motion Carried.

VIII. REPORTS

- Monthly Treasury Report: March 2024**

- Monthly Treasury Report: April 2024**

- Report - GFOA Distinguished Budget Award**

Council commended the Finance Department staff and Finance Director for receiving the award multiple years in a row.

- Quarterly Financial Summary Reports: March 31, 2024**

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

- City Manager Report**

City Manager John Douglas thanked those involved in the Memorial Day weekend activities and invited those listening to the "Touch-A-Truck" activity the upcoming weekend. He reviewed the upcoming August Legislative Reception. Capital Facilities

Director Nate Duval reviewed the recent site visit by the contractor involved in creating a childcare facility.

2. City Clerk Report

City Clerk Sheri Pierce reviewed the upcoming council calendar, highlighting the strategic planning session.

3. City Attorney Report

City Attorney Jake Staser provided updates on cases his firm is working on behalf of the City, including escaped property.

4. City Mayor Report

Mayor Fleming complimented those involved in the Memorial Day Picnic. He shared his experience with the recent AlaskEx 2024 Drill, and thanked Officer Baczuk for his organizational leadership. He expressed his appreciate for those involved in the Community Clean Up Day.

X. COUNCIL BUSINESS FROM THE FLOOR

Council Member Sorum stated he had also heard great things about the AlaskEx Drill and shared his experience with the Tsunami Workshop hosted collaboratively by the city and the Prince William Sound Regional Citizen's Advisory Council.

Council Member Devens shared his experience with the National Trails Day rehabilitation event. He requested staff look into any aid which the city could provide in the grooming of public trails, noting a one-time drop off of gravel alone would be a boon to the efforts.

Council Member Foster gave a shout out to all the partners who participated in the Bike Rodeo. She shared her experience with the AlaskEx Drill from the Providence Valdez Medical Center perspective and thanked those involved in it and the Memorial Day Picnic and Clean Up Day as well.

Council Member Lally thanked the city for the Memorial Day event and those who contributed to the event. He thanked those involved in the AlaskEx Drill and Tsunami Drill.

XI. EXECUTIVE SESSION

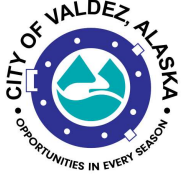
XII. RETURN FROM EXECUTIVE SESSION

XIII. ADJOURNMENT

XIV. APPENDIX

1. June 2024 City Council Calendar

DRAFT



Legislation Text

File #: 24-0250, **Version:** 1

ITEM TITLE:

Public Appearance: "The Riker Maneuver" Project

SUBMITTED BY: Lisa Anderson, Parks and Recreation Department

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

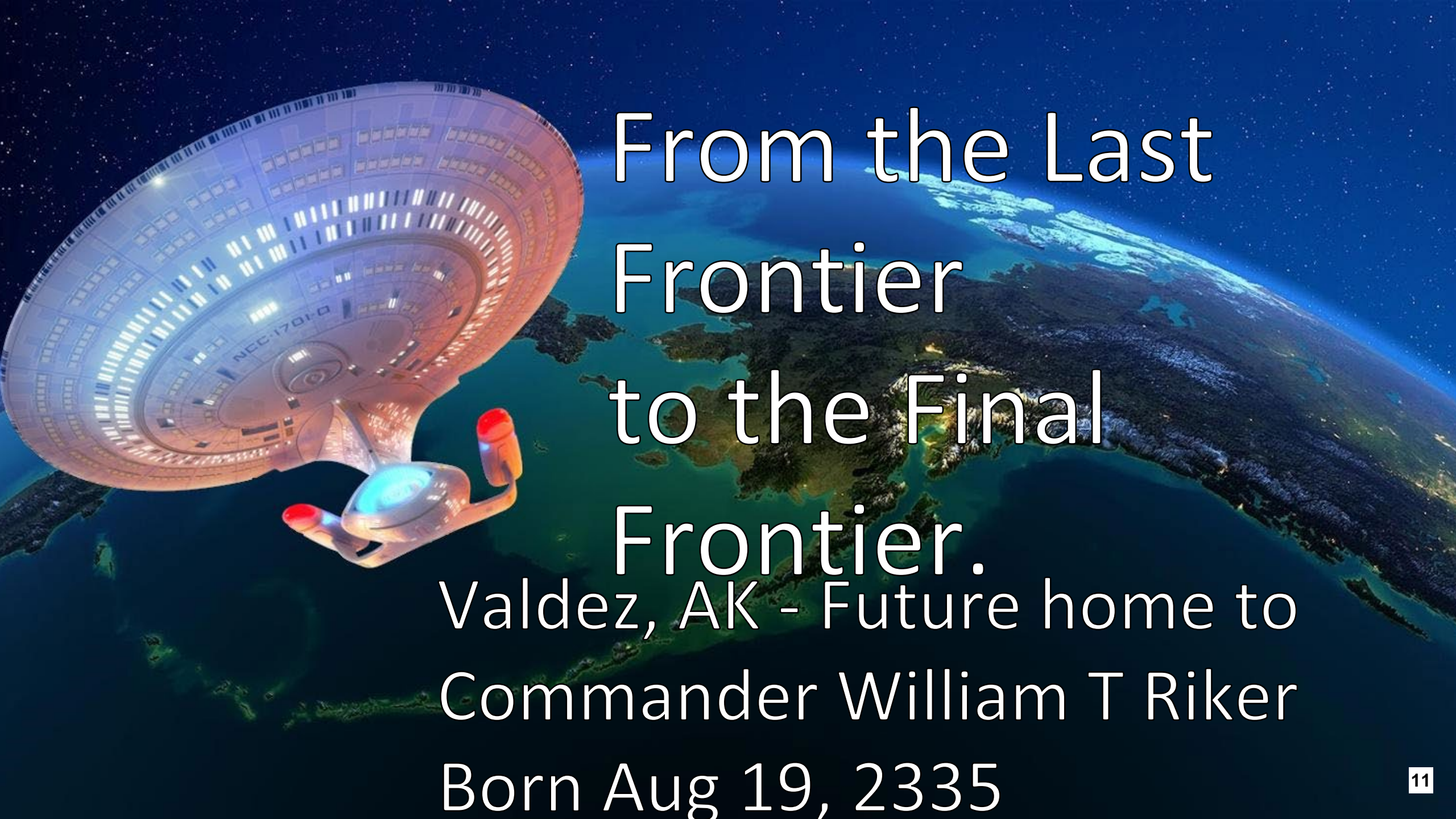
N/A

SUMMARY STATEMENT:

A presentation on the proposed Ryker Maneuver statue.

The Riker Maneuver

501(c)3



From the Last Frontier to the Final Frontier.

Valdez, AK - Future home to
Commander William T Riker
Born Aug 19, 2335

The Project

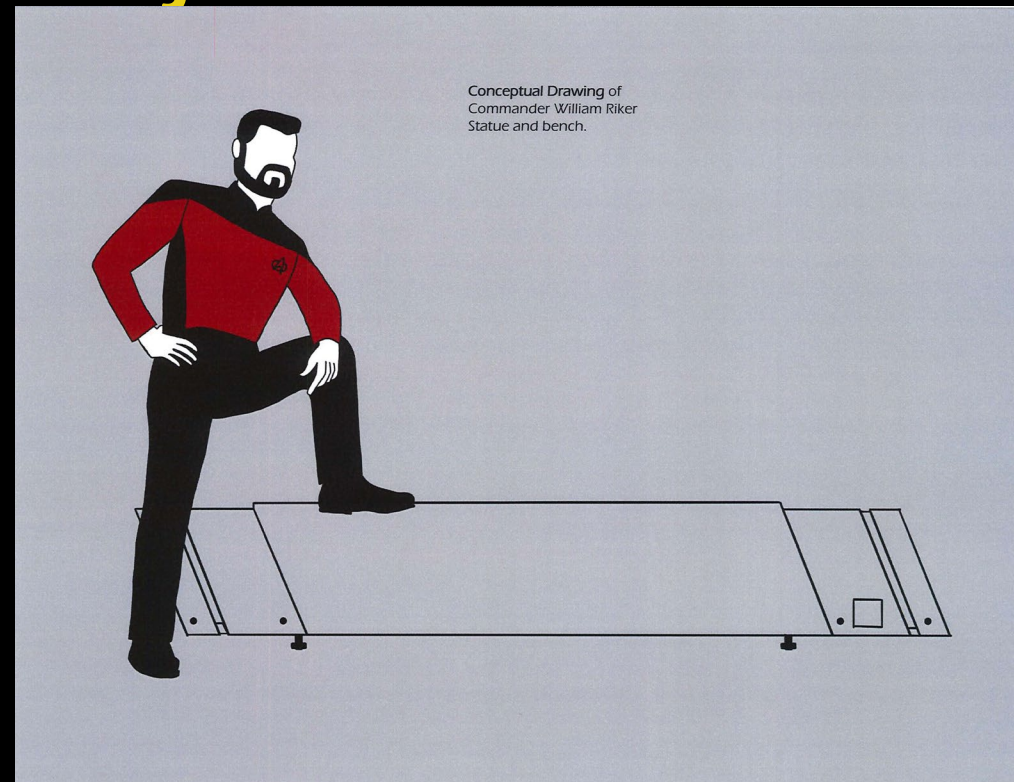
In A Nutshell

The Riker Maneuver would like to install a crowd-funded, commemorative statue with a bench and plaque of Commander William T. Riker in the city of Valdez, AK.



Alaskan Sculptor, Patrick Garley has agreed to design and build the statue.

Bronze statue of Jujiro Wada in Seward, AK by artist Patrick Garley.



The plan is to have a bronze statue of Commander Riker standing with his foot up on the bench, a classic pose by this character that will lend itself to great photo opportunities.

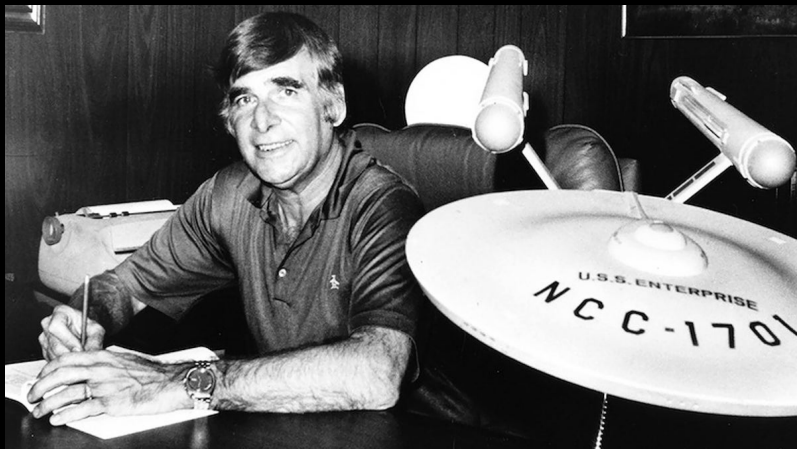
Will Riker/Jonathan Frakes

- The character of Riker has appeared in 6 different Star Trek series
- Jonathan Frakes has directed episodes across 6 series plus 2 of the movies
- He attends several conventions a year, making him one of the most visible ambassadors of the franchise
- Both the character and actor are beloved and important figures to the fans.



Why a Statue?

Alaskan Roots & Values



In the 1980s, Gene Roddenberry (*Star Trek* creator) was so moved by Valdez that he insisted on a future character having Alaskan roots.

Will Riker embodies the best of Alaskan values through:

- His drive to explore and adventurous nature
- By providing unorthodox solutions to difficult problems
- His stellar leadership and improvisational skills
- His ability to get things done solo or rely on the skills of the people around him
- And of course...his iconic beard.



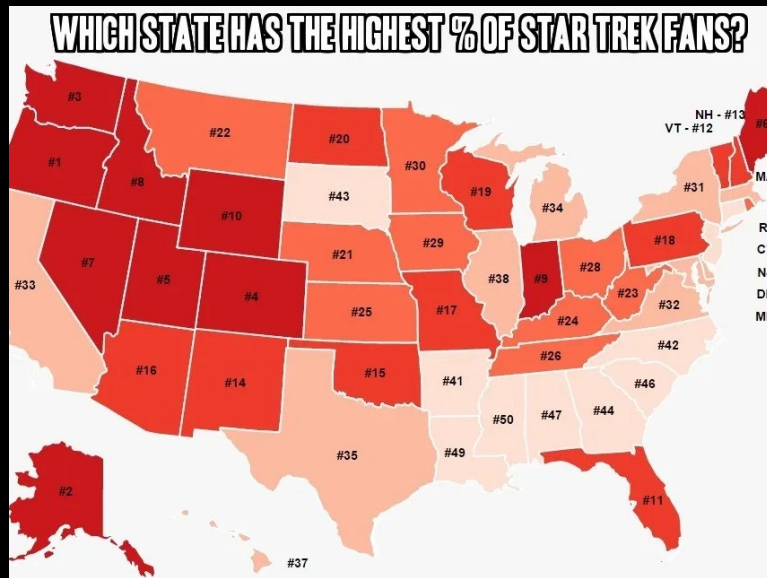
Why a Statue?

Tourism

Alaska Ranks #2 when it comes to percentage of citizens who consider themselves Star Trek fans.

Annual Star Trek Cruise boasts up to 2,500 attendees.

Valdez has a cruise ship port.



Why a Statue? Tourism

Bloomington, Indiana recently unveiled
Their Captain Janeway statue.

Vulcan, Alberta features a statue of Spock



Saw annual tourism figures double after
Leonard Nimoy endorsed the statue and town.



26,000 people tuned into the live stream
of the unveiling during the pandemic.

Riverside, Iowa boasts a statue of Captain Kirk



Annual "TrekFest" alone draws 1,000s of
visitors every year.

Why a Statue? Tourism

@PedroStarfleet. Feb 22, 2024

If I ever decide to get married, I know where the proposal is going to happen now.

Caitlin G. June 1, 2024, 3:29:03 PM

We would love to see it

We want to see that Riker Maneuver!

Tonya U. May 20, 2024, 7:53:27 PM

Such a fun idea!

I would love this! I'd definitely make a road trip to Valdez to see Rikers statue!

Amy R. May 31, 2024, 10:41:29 PM

Cultivate a little Quirky

If the statue moves forward...I'd love to be there for the dedication. I have been to Anchorage and Fairbanks but couldn't place Valdez on a map until this campaign: it looks like beautiful country!

Carl O. May 20, 2024, 10:49:17 PM

Another good reason to visit Valdez

I look forward to the day when I can attend a Star Trek convention...and encourage my fellow fans to make a pilgrimage to Valdez.

Christian A. May 20, 2024, 10:02:57 PM

Make it so...

Build the statue, and I shall return. So it is written, so shall it be done.

Jon S. May 20, 2024, 9:49:27 PM

Star Trek to me

I have only been to Valdez once. Lovely town, beautiful area, I look forward to a return visit and I very much hope that there is a little piece of Star Trek in real life...

Why a Statue?

Alaska's Growing Space Industry

- UAF's Alaska Satellite Facility
- Kodiak's Pacific Spaceport Complex
- Clear Space Force Base
- Poker Flat Research Range



What We Need Location

Suggested Locations - Ruth Pond or Civic Center Hill
Considerations:

- Foot/Vehicle access
- Snow Removal
- Safe from plows/salt



Photo of Ruth Pond.



Photo of the Valdez Civic Center.



Photo of the Civic Center from Meals Ave.

What We Need Stewardship

Paramount (and Jonathan Frakes) are on board with the project.

They only require a legal entity to enter into an agreement with them to upkeep the statue and maintain the website.



What is Next?

Timeline

Total Cost: \$112,750

Money will be raised through grants
And crowd-funding

**1 year to complete for a
Summer 2025 unveiling**

Statue	\$70,000
Plaque	\$1,000
Bench	\$3,500
Transportation	\$1,000
Pre-Install Construction	\$20,000
Installation Construction	\$7,000
10% Buffer	\$10,250
TOTAL	\$112,750

Legal Matters	1-3 weeks
Crowd-Funding	2-3 months
Statue	6-9 months
Bench	8-12 weeks
Plaque	4-6 weeks
Pre-Installation	1-3 weeks
Installation	1-3 weeks



Final Thoughts

Genevieve P. May 21, 2024, 6:38:02 PM

Riker is an Emblem of the Alaskan Spirit

Star Trek's utopian philosophy aligns with Alaskan ideals: exploration of the frontier and taking care of each other - and doing all this with a can-do spirit, joie de vivre, and badass swagger. Riker epitomizes these values and positive traits.

Michael D. Feb 17, 2024

I have a very personal story about how much this character means to me...

Matt J. May 21, 2024, 8:12:47 PM

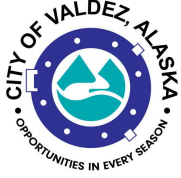
Riker is one of us

As an Alaskan kid in the 80s and 90s and a huge TNG fan, when I learned that Will Riker is from Valdez, I felt the character was even more important to me.

Allison M. May 20, 2024, 9:11:56 PM

Let's do it!

...Seeing a character from Alaska who was important and...a role model, meant a lot to me. We didn't have a lot of connections to the popular culture that wasn't cliched as Alaskans. The fact that Gene Roddenberry built something intrinsic to Riker's character that was tied to a specific place we all knew, meant something to me as a little kid.



Legislation Text

File #: 24-0249, **Version:** 1

ITEM TITLE:

Public Hearing: PRICE Grant Draft Application

SUBMITTED BY: Kate Huber, Community Development Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

N/A - Public Hearing

SUMMARY STATEMENT:

Community Development Department staff have prepared a draft grant application for the HUD Preservation and Reinvestment Initiative for Community Enhancement (PRICE) program.

The draft is available on the City of Valdez Public Notice Website for public review.

Public comment was accepted from the public from May 17th through June 7th. This hearing serves as the official opportunity for the public to provide comments directly to the City Council.

Community Development department staff will take the comments received during this meeting, as well as all comments received during previous open houses or received in writing and present Council with responses and an updated application draft for their meeting on July 2, 2024. The Council will vote on a final authorization to apply for the grant and local matching funds via resolution at the July 2nd meeting.

More information can be obtained from the Community Development Department by emailing PRICE@valdezak.gov or calling 907-834-3401.

The PRICE program will provide \$235 million in funding for communities across the country to preserve and revitalize manufactured housing units and support accessibility modifications, repairs, and replacement of deteriorating manufactured housing units - especially to increase accessibility and access for persons with disabilities, facilitate aging in place for older adults and increase access to affordable housing for low-income households. The program seeks to increase housing supply and affordability for people of modest means nationwide, including in urban, suburban, rural, and tribal areas.

Another important focus of the program that is relevant to Valdez is to increase resilience to extreme weather, natural hazards, and disaster events, support energy efficiency, and protect the health and safety of manufactured housing residents.

Due to the age of most mobile/manufactured housing units in Valdez, and the HUD eligibility requirements, the city's application will focus on replacement of local units. If funded, the first phase of the program will allow no interest loans to qualifying applicants to purchase manufactured homes that will be shipped in by the city. The manufactured homes will be more suitable for local conditions and hazards including snow, wind and seismic events. Preference will be given to low-income applicants and will consider the condition of the mobile home being replaced.

A second part of the program will make manufactured homes available to low-income applicants seeking housing. This element is being designed with the intention of filling vacant spaces in existing manufactured home parks within Valdez.

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Executive Summary
City of Valdez

The City of Valdez is located in south central Alaska, on the northeast tip of Prince William Sound. The permanent resident population of the city is 3,972 (2020), although the summertime population triples thanks to tourists and seasonal employment. The city occupies 275 square miles of land and 55 square miles of water.

Due to its amount of effort required to bring supplies to Valdez, housing is limited, and affordable housing even more so. A large percentage of Valdez's low- and moderate-income families rely on mobile home housing. This also serves as critical housing stock during the summer months when Valdez sees seasonal employees return for the fishing and tourist seasons. Mobile home units are also a common "starter" home for first-time homebuyers. Thus, because mobile homes serve as one of the few affordable housing options in Valdez, there is more demand than there is supply.

Adding to this situation is the fact that most of the mobile homes currently within Valdez were built prior to 1980. They do not meet current HUD standards, and quite frankly, they barely count as shelter during Valdez's winter months. These structures have very little insulation, and residents spend an exorbitant amount of money on trying to keep these mobile units warm when temperatures drop into the single digits and the community nears its annual average snowfall of 330 inches. Additionally, these units are not built to withstand a significant seismic event nor are they typically secured to a permanent foundation. In a state that has 11% of the world's recorded earthquakes and typically experiences one "great" earthquake (magnitude 8.0 or larger) every 13 years, these inadequate units pose a serious risk to health and safety.

The City of Valdez is seeking HUD Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main Competition funds to rectify the current situation of unsafe mobile home units and a severely limited supply of units. The City requests \$24,344,669.70 in order to purchase approximately 140 manufactured housing units. These units will replace the same number of pre-1978 units that are currently occupied. Additionally, this project proposed to install a permanent foundation for units located outside of manufactured home communities (MHCs) and an earthquake anchor system for the units located within MHCs. The City estimates that 35 foundations will be installed and the remainder of the units will utilize an earthquake anchor system. Lastly, the City will include as part of the project a partnership with local nonprofits, including the Valdez Native Tribe to increase awareness of the program and encourage eligible residents to apply and submit feedback.

The proposed project is estimated to take 60 months, but given the isolated nature of Valdez may take the full performance period of 72 months. The City has already identified potential suppliers to purchase the units from directly and has begun conversations with local nonprofits to increase interest in the program.

Exhibit B - Threshold Eligibility and Other Submission Requirements
City of Valdez

The City of Valdez fully meets all of the threshold eligibility requirements as specified in the PRICE Competition Notice of Funding Opportunity. As identified in Section III.A of the NOFO, Valdez is a city or township government (city) and therefore eligible to apply. Additionally, the City is in good standing with HUD and has never had any charges, cause determinations, lawsuits, or letters of fundings as discussed in section III.D.1. Additionally, the City of Valdez has an active System for Award Management Account (SAM.gov) and Universal Identifier. It is not delinquent on any federal debts; has no debarments or suspensions; will comply with the Mandatory Disclosure Requirement; understands the Pre-selection Review of Performance; meets the Sufficiency of Financial Management System requirement; agrees to not issue False Statements; and complies with the Prohibition Against Lobbying Activities. The City confirms that it has the necessary processes and systems in place to comply with the Award Term.

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CHARTER OF THE CITY OF VALDEZ

Summary of Contents

Editor's Note. This Charter is printed herein exactly as passed on February 21, 1961; except, that a uniform system of capitalization and punctuation has been employed; and except, that historical citations which appear at the end of sections indicate the ordinances which have amended such sections since the original ordinance was adopted.

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- 1.2 Form of Government.
- 1.3 Boundaries.
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- 1.5 Powers of the City.
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- 1.7 Records to be Public.
- 1.8 Quorum.
- 1.9 Sundays and Holidays.
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- 1.13 Severability of Charter Provisions.

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- 4. City Officers.
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- 6. Transition of Government.
- 7. Vested Rights and Liabilities.

¹ Section 1.11. “Notice to city of claim for injuries” deleted per May 2, 1989 election.

² Section 9.3., 9.4., and 9.5. deleted per May 2, 1989 election.

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Chapter I.

GENERAL PROVISIONS

Section 1.1. Continuation of Existing Corporation. The City of Valdez shall continue as a municipal corporation under the name: “The city of Valdez.”

Section 1.2. Form of Government. The government of the city shall be that commonly known and designated as the council-manager form.

Section 1.3. Boundaries. The boundaries of the city shall be the boundaries as established and on file in the records of the clerk at the time this Charter becomes effective or as such boundaries may be changed thereafter in the manner authorized by law.

Section 1.4. Powers of the City. In this Charter no mention of a particular power shall be construed to be exclusive or to restrict the scope of the powers which the city would have if the particular power were not mentioned. The Charter shall be liberally construed to the end that the city may have all powers necessary or convenient for the conduct of its municipal affairs, including all powers that cities may assume pursuant to the provisions of the state constitution.

Section 1.5. Powers of the City. The city may exercise all powers not prohibited by law or by this Charter.

Section 1.6. Definitions and Construction. Except as otherwise specifically defined herein or indicated by the context, words used in this Charter shall have their ordinary dictionary meanings.

- (a) “Board” includes the word “commissioner.”
- (b) “Capital improvement” means a public improvement of a permanent nature.
- (c) “City” means the City of Valdez.
- (d) “Code” means the Code of Ordinances of the City of Valdez, including all amendments and additions.
- (e) “Council” means the city council of the City of Valdez.
- (f) “Elector” means a qualified elector, as defined in article V of the Alaska Constitution, who is registered as required by the Code.
- (g) “By law” as used in this Charter denotes applicable federal law, the Constitution and statutes of Alaska, the applicable common law, this Charter and the code of ordinances of the City of Valdez.
- (h) “Local improvement” means public improvement specially beneficial to the property affected, and the abatement of such unsafe, unsightly, unhealthful or unsanitary conditions as the council shall determine to be a public nuisance.
- (i) “Person” extends and applies to bodies politic and corporate, and to partnerships and associations as well as to individuals.
- (j) “Public improvement” means improvements to or in connection with the streets, sidewalks, parks, playgrounds, buildings, sewer systems, water system, harbor facilities, and any other real property or appurtenances thereof of the city used by the public.
- (k) “Public utility” includes all common carriers in the public streets, water, sewage disposal, electric light, central heating, gas, electric power, telephone systems, garbage collections, garbage disposal and reduction plants, docks, and such other and different enterprises as the law or the council may determine to be or designate as public utilities.

- (l) “Publish” or “Published” includes the setting forth of any matter for public notice in the manner provided by law, or, where there is no applicable law, publishing at least once in one or more newspapers of the city qualified by law for the publication of legal notices and posting on the official city bulletin board designated as such by the city council.
- (m) “Sign” or “signature” includes the facsimile of a signature when authorized by the council.
- (n) All words indicating the present tense are not limited to the time of the adoption of this Charter, but may be extended to and include the time an event or requirement occurs to which any provision is applied.
- (o) The singular includes the plural, the plural includes the singular, and the masculine gender extends to and includes the feminine gender and the neuter.
- (p) “Shall” is mandatory, “may” is permissive.
- (q) “Emergency” means a situation in which exists a necessity to preserve public peace, health or safety.
(10-3-95)

Section 1.7. Records to be Public. Any records relating to the general governmental affairs of the city shall be public records unless otherwise provided by law. They shall be kept in city offices, except when required for official reasons or for purposes of safekeeping to be kept elsewhere. They shall be available at city offices for inspection, copying or reproduction at reasonable times. Such records, or copies duly certified by the clerk, shall be prima facie evidence of their contents.

Section 1.8. Quorum. A quorum of any board created by or under authority of this Charter shall, unless otherwise provided, consist of a majority of the number of its members.

Section 1.9. Sundays and Holidays. Except as otherwise provided in this Charter whenever the date fixed by law or ordinances for the doing or completion of any act falls on a Saturday, Sunday or legal holiday, such act shall be done or completed on the next succeeding business day.

Section 1.10. Penalties for Violations. Violations of this Charter, the Code, or any ordinance of the city shall be set by ordinance. (10-7-80)

Section 1.11. Repealed by May 2, 1989, election.

Section 1.12. Chapter and Section Headings. The chapter and section headings used in this Charter shall not be considered a part of the Charter for the purpose of judicial construction or otherwise.

Section 1.13. Severability of Charter Provisions. If any portion of this Charter is held to be invalid, such invalidity shall not affect the remainder of the Charter; and to that end, this Charter is declared to be severable.

Chapter II.

OFFICERS

Section 2.1. City Officers. (a) The elective officers of the city are the mayor and six council members.

(b) The appointive officers of the city are the city manager, the city clerk, and the city attorney.

(c) The administration officers are all officers of the city other than elective officers and appointive officers. (Reso. No. 9126, § 1; Reso. No. 6929, § 2.)

Section 2.2. Eligibility for Elective City Office. (a) To be eligible to file a nominating petition for election to a city office, a person shall be an elector of the city and shall have been a resident of the city or of territory annexed to the city, or shall have had a combination residence in the city and in the annexed territory for a period of not less than one year immediately preceding the date of the filing of such petition.

(b) A person appointed to fill a vacancy in an elective office must have such qualifications at the time of his appointment.

(c) The council shall be the judge of the election and of the qualifications of its members.

Section 2.3. Persons Ineligible for City Office or Employment. A person who holds or has held an elective city office shall not be eligible for appointment to an office or for employment for which a salary is paid by the city until one year has elapsed following the term for which he was elected or appointed. An exception may be made with the approval of four or more members of the council.

Section 2.4. Notice of Election or Appointment. The city clerk shall mail to each person elected or appointed, a certificate of election or appointment within five days from the time of election or appointment.

Section 2.5. Compensation of Officers. The compensation for the service of each city officer and employee shall be the amount fixed by the council.

Section 2.6. Compensation of Mayor and Councilmen. The compensation of the mayor and councilmen shall be determined by ordinance. No increase in the compensation of the mayor and councilmen shall take effect until the council meeting following the first general city election after the increase is ordered.

Section 2.7. Oath of Office. Every officer of the city before entering upon his duties shall take the oath or affirmation required by section 5 of article XII, Constitution of the State of Alaska. The council may require designated employees to take such oath before entering upon their employment. Oaths of office shall be filed with the city clerk.

Section 2.8. Surety Bonds. In order to protect the city and the public, the council may require appropriate surety bonds of officers and employees. The premium of such bonds shall be paid by the city.

Section 2.9. Giving of Surety by Officers and Employees Forbidden. No officer or employee shall give or furnish any bail bond or recognizance, nor shall he be the agent of any bondsman in connection with any bond which may be required by law or by the council.

Section 2.10. Vacancies in Office. (a) A city office shall become vacant upon the occurrence of any of the following:

- (1) The expiration of the term of office;
- (2) The death of the incumbent;
- (3) A resignation when approved by the council;

- (4) A removal from office in the manner provided by law;
 - (5) Ceasing to possess at any time the qualifications or eligibility required by this Charter for election or appointment to office;
 - (6) Final conviction of a felony involving moral turpitude, or an offense involving a violation of an oath of office;
 - (7) A judicial determination that the incumbent is of unsound mind;
 - (8) A decision of a competent tribunal declaring the election or appointment of the incumbent void;
 - (9) Failure to take the oath or make the affirmation, or file the bond required for the office within ten days from the date of election or appointment or within such other time, not exceeding twenty days thereafter, as the council may fix;
 - (10) Any other event which, by law, creates a vacancy.
- (b) The council shall provide in the Code for creating vacancies in elective offices because of failure to perform the duties of office. Such provisions shall be self-executing.

Section 2.11. Resignations. Resignations of offices shall be made in writing and filed with the city clerk, who shall immediately notify the proper officials concerned.

Section 2.12. Removal from Office. (a) The council may remove, by an affirmative vote of at least four members, the city manager, the city clerk, the city attorney, and members of boards, regardless of term of office. The person so removed from office shall have the right to a public hearing before the council concerning the cause for his removal.

(b) City employees and administrative officers shall be protected from arbitrary discharge by Code provision. (10-3-95; Ord. No. 6929, § 2.)

Section 2.13. Recall. An elective officer may be recalled. The vacancy thereby created shall be filled in the manner prescribed by law.

Section 2.14. Filling Vacancies. (a) If a vacancy occurs in an elective office, except in the case of recall, the council shall fill the vacancy by appointment within thirty days thereafter. If the vacancy occurs less than twenty-four hours prior to the last date and time set for filing nominating petitions for offices to be filed at the next regular meeting of the council next following such regular city election, it shall not be filled until the first regular meeting of the council next following such regular city election. Each such appointment shall be for a term ending at the next regular council meeting following the next regular city election.

(b) If a vacancy occurs in an appointive office, such vacancy shall be filled within forty-five days thereafter in the manner provided for making the original appointment. Such time may be extended, for not more than an additional ninety days, by the council resolution setting forth the reasons therefor.

Section 2.15. Delivery of Office to Successor. Whenever an officer or employee leaves an office or employment for any reason, he shall deliver forthwith to his successor in the office or to the mayor, all property of the city such as books, working papers, moneys and effects, which are in his custody, possession or control.

Chapter III.

THE CITY COUNCIL

Section 3.1. The City Council. The elective officers of the city shall consist of the mayor and six council members. The mayor and each council member shall be elected from the city at large. The council shall exercise all of the legislative and policy-making powers of the city and shall provide for the performance of all duties and obligations imposed upon the city by law. (5-3-16; Reso. 16-5; Reso. No. 9126, § 1.)

Section 3.1.1. The City Council Bulletin Board. The city council shall designate and maintain an official bulletin board, appropriately identified and centrally located.

Section 3.2. Terms of Office. The term of office for each council member and mayor shall be three years and shall commence at the next regular council meeting following the election. The terms of two council members shall expire each year, except that in each third year, counting from 2019, the terms of the Mayor and two council members shall expire. When appointments are made to fill vacancies in the manner provided by section 2.14(a) of this Charter, appointees shall qualify for and assume the duties of office within ten days after appointment unless such time be extended for not more than sixty (60) days by the council. (5-3-16; Reso. 16-5; Reso. No. 9126, § 1.)

Section 3.3. Organization of the Council. The council shall meet at the first regular meeting following each regular city election and do such acts as may be required for its organization and the conduct of its business. The council shall elect a mayor pro tempore who shall act as mayor during the absence or disability of the mayor and if a vacancy occurs in the office of mayor within twelve (12) months or less remaining in the term, the mayor pro tempore shall become mayor for the completion of the unexpired term. If a vacancy occurs with more than twelve months remaining in the term, the unexpired portion of the term shall be filled at a regular or special election to be held within ninety days. The council shall provide in the code for the prompt and temporary reconstitution of the council in the event that its membership is reduced to less than a quorum. (Reso. No. 9126, § 1.)

Section 3.4. The Mayor. (a) The mayor shall possess all powers and shall exercise all duties provided or required of him by law or by the council.

- (b) He shall be the presiding officer of the council.
- (c) He shall be a member of the council with all the powers and duties of that office.
- (d) He shall advise the council concerning the affairs of the city and make recommendations thereof.
- (e) In emergencies, he shall have the powers conferred by law upon peace officers and shall exercise such powers as chief executive officer to prevent disorder, to preserve the public peace and health, and to provide for the safety of persons and property.
- (f) He shall make all required appointments subject to prior approval of the council.
- (g) He shall not possess the veto power.
- (h) The mayor shall have a voice and vote in all the council's proceedings. He shall be the official head of the city for all ceremonial purposes. He shall perform such other duties as may be prescribed by this Charter or as may be imposed by the city council consistent with his office. (Reso. No. 9126, § 1.)

Section 3.5. The Mayor Pro Tempore. The mayor pro tempore shall succeed to the office of mayor when a vacancy occurs in that office. He shall have and exercise the powers and duties of the mayor when the mayor is absent or unable to perform the duties of his office. When a doubt exists concerning the ability of the mayor to perform the duties of his office, the council shall, by resolution, determine whether the mayor pro tempore shall act in the place of the mayor. Such determination shall stand until the council determines that such disability or inability ceases.

Section 3.6. Meeting of the Council. (a) The council shall meet in the established council chambers or in such other place as may be established in the Code, and shall hold at least two regular meetings in each month. In the selection of its meeting place, consideration shall be given to the reasonable accommodation of the public.

(b) Special meetings of the council shall be held at the regular meeting place of the council. Special meetings shall be called by the city clerk on the written request of the mayor, or of any two members of the council.

(c) In the event the mayor declares in writing that a state of emergency exists, then at least 6-hours written notice shall be given designating the time and purpose of a special meeting. In all other events at least 24-hours written notice shall be given designating the time and purpose of a special meeting. Such notice shall be served personally on each member of the council or left at his usual place of residence or business by the city clerk or someone designated by him. A copy of such notice shall also be delivered at the place of business of each newspaper printed and published in the city, but this requirement shall not be jurisdictional to the holding of any such meeting; also, three copies of such notice shall be posted in public places, one of these being on the official bulletin board as designated by the council.

(d) An affidavit of service of any notice required by this section shall be made a part of the journal of a special meeting.

(e) No business shall be transacted at any special meeting of the council except that stated in the notice of the meeting.

(f) All regular and special meetings of the council shall be public meetings and the public shall have a reasonable opportunity to be heard.

(g) After its agenda is otherwise completed, the council may recess to executive session from which the public may be excluded. No subjects may be considered at the executive session except those mentioned in the motion calling for the executive session, unless related to the main question, and no action may be taken on any matter discussed in the executive session until that matter is placed on the agenda unless otherwise provided for by law. Only those matters permissible under state law, or which are required by city Charter or ordinance to be confidential, may be considered in executive session.

(h) Four members of the council shall be a quorum for the transaction of business. In the absence of a quorum, any number less than a quorum may adjourn a meeting to a later date.

(i) The council shall determine its own rules and order of business and shall keep a journal of all its proceedings. This journal of each meeting of the council shall be signed by the clerk and countersigned by the mayor. The vote upon all matters considered by the council shall be taken by "yes" or "no" votes which shall be entered upon record, except that, where the vote is unanimous, it shall be necessary only so to state.

(j) The council may compel attendance at its meetings of any officers or employees of the city. It may punish for nonattendance in such manner as it may prescribe in the Code.

(k) No member of the council may vote on any question upon which he has a substantial direct or indirect financial interest. Otherwise, each member of the council shall vote on each question before the council for determination, unless excused therefrom by the affirmative vote of all remaining members able to vote on the question. If a question is raised under this section at any council meeting, such question shall be determined before the main question shall be voted on, but the council members affected may not vote on such determination.

(l) The affirmative vote of a majority, of the entire council shall be necessary to adopt any ordinance, resolution or motion.

(m) Any and all official city business shall be conducted at a regular or special meeting held in the usual place designated for such meetings. (10-5-95; 10-7-80; 5-2-89)

Section 3.7. Powers of the Council to Appoint Citizen Boards. (a) The council may establish by ordinance, boards or commissions as in its judgment are required and may grant to them such powers and duties as are consistent with the provisions of this Charter.

(b) There shall be a city planning and zoning commission which shall consist of a minimum of five members, who shall be appointed by the council. The commission shall elect its chairman from among the appointive members.

(1) The term of the appointive members shall be three years. Any vacancy during the un-expired term of an appointive member shall be filled by the council for the remainder of the term.

(2) The city planning and zoning commission shall have the authority to prepare and submit to the council for its approval a master plan for the physical development of the city, including the general location, character and extent of streets, bridges, parks, waterways, and other public ways, grounds and spaces, together with the general location of public buildings and other public property, public utilities, and the extent and location of any public housing or slum clearance projects. The commission shall recommend such modifications of said plan, from time to time, as it deems in the city's interest.

(3) It shall prepare and recommend to the council a comprehensive zoning ordinance, or propose amendments or revisions thereof, with such provisions as the commission shall deem necessary or desirable for the promotion of the health, safety, morals and general welfare of the inhabitants of the city, and shall exercise such functions with respect to land subdivisions, planning, and zoning as may be prescribed by ordinance not inconsistent with the provisions of this Charter. (10-2-01; 10-5-95)

Chapter IV.

CITY LEGISLATION

Section 4.1. Introduction, Consideration, Style and Recording of Code Provisions. (a) Each proposed Code provision introduced by the council in written form shall contain the enacting clause “Be it ordained by the Council of the City of Valdez” and all ordinances proposed by the voters under their power of initiative, “Be it ordained by the People of the City of Valdez.”

(b) No Code provision shall be introduced and passed at the same meeting unless an emergency is declared by an affirmative vote of not less than six members of the council.

(c) Each Code provision shall be recorded by the city clerk.

(d) The city clerk shall enter and identify in the Code all Code provisions adopted by the council. Such entry shall be prima facie evidence of the due and proper adoption of all Code provisions.

(e) The mayor shall verify each Code provision and authenticate it on the record by his signature.

(f) All official proceedings of the city may be placed in evidence in all courts and tribunals by a copy thereof certified as true by the city clerk, under the seal of the city, in addition to other methods provided or permitted by law. (10-5-95)

Section 4.2. Publication of Code Provisions. Each Code provision shall be published by posting on the official city bulletin board for not less than thirty days and by publication of the title only at least once in one or more newspapers of the city qualified by law for the publication of legal notices. (4-1-83)

Section 4.3. Effective Date of Taxation Code Provisions. No Code provision which provides for or establishes a tax shall become effective for at least thirty days after adoption by the council.

Section 4.4. Time Limit for Prosecution of Charter or Code Violations. No prosecution for the violation of this Charter or of the Code shall be commenced after the expiration of two years following commission of the offense, unless the accused has fled or remained beyond the boundaries of the city. The period of time during which the accused remains outside the municipal boundaries shall not be counted.

Section 4.5. Due Process to be Accorded. All proceedings relative to the arrest, custody and trial of persons accused of any violation of this Charter or of the Code shall be conducted so as to accord due process of law to the accused.

Section 4.6. Initiative and Referendum. A Code provision may be initiated or a referendum may be had on any act of the council in the manner and subject to the limitations set forth by law.

Section 4.7. Code Provisions Adopted by the Initiative. (a) A Code provision adopted by the initiative procedure may not be amended or repealed by the council for a period of two years after the date of the election at which it was adopted.

(b) Should two or more Code provisions adopted at the same election have conflicting provisions, the one receiving the largest affirmative vote shall prevail.

Section 4.8. Council Action. The filing with the mayor of a sufficient referendary petition within thirty days after the passage of the act of the council to which such petition refers shall automatically suspend the operation thereof, pending repeal by the council or final determination by the electors.

Section 4.9. Building and Zoning Regulations. To provide for the health, safety and welfare of citizens within the city, the council shall provide for comprehensive building and zoning regulations.

Section 4.10. Abatement of Nuisances. The council shall provide in the Code for the declaration and abatement of nuisances which may be offensive or tend to endanger the health and welfare of the public, and for the assessment of the cost thereof against the property upon, or in respect of which the nuisance exists.

Section 4.11. Port and Harbor Jurisdiction. The council shall regulate the use and development of all waters and submerged lands which are subject to the jurisdiction of the city.

Section 4.12. Other Municipal Services. The council shall provide for the furnishing of such municipal services as it deems necessary for the protection of the health, safety, welfare and morals of the public. When the interests of the city so require, the council may authorize plans or agreements for reimbursing the city in consideration of furnishing any of such services to tax-exempt persons or agencies, whether private or governmental.

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Chapter V.

THE ADMINISTRATIVE SERVICE

Section 5.1. The Council to Provide for the City Administration. The council shall provide in the Code for the organization of the administrative offices and departments of the city and shall prescribe their duties and functions.

Section 5.2. Emergency Administration. In order to assure continuity of city services and administration in periods of emergency resulting from war or disaster, the council shall provide in the Code for the prompt and temporary succession to the powers and duties of administrative officers and departments when such officers and departments are unable to carry on their respective powers and duties.

Section 5.3. Administrative Officers and Employees—Appointment, Terms and Compensation. (a) The city manager, the city clerk and the city attorney shall be appointed by the council. They shall hold office for indefinite terms at the pleasure of the council.

- (b) All other administrative officers, except members of city boards and commissions, shall be appointed by the city manager.
- (c) Members of city boards shall serve for the terms provided by law.
- (d) The council shall provide in the Code for the employment of city personnel on the basis of merit and fitness.
- (e) There shall be no discrimination on the grounds of race, color, age, sex, religion or national origin, or because of the person's physical or mental disability, marital status, changes in marital status, pregnancy or parenthood in the selection, discharge and fixing the terms and conditions of employment of city personnel. (10-5-95; Reso. No. 6929, § 2; 5-2-89)

Section 5.3a. City Manager. (a) The city manager shall be chosen solely on the basis of his demonstrated administrative qualifications, with particular emphasis on his training and experience as a professional municipal administrator. He shall be a resident of the city during his tenure in office.

- (b) He shall be the chief administrative officer of the council and shall perform the duties of his office under the authority of and shall be accountable to the council. His duties shall be prescribed in the Code by the council and may include duties in addition to those set forth in this Charter.
- (c) He shall supervise and coordinate the work of the administrative officers and departments of the city, except those of the city attorney and the office of the city clerk, and shall act as coordinator between these officers and the other administrative officers.
- (d) He shall prepare and recommend to the council the annual budget proposals of the city.
- (e) He shall enforce the Code and other acts of the council and administer all city contracts.
- (f) He shall employ or be responsible for the employment of all city employees except as where set forth herein and shall supervise and coordinate the personnel policies and practices of the city.
- (g) The offices of city manager and city clerk may be held by a single person should council so elect.
- (h) Except for the purposes of inquiry, the council and its members and mayor, or other official of the city, shall deal with the administrative service solely through the city manager, and neither the council nor any member thereof, nor the mayor, nor other city official, shall give orders to any subordinate of the city manager, either publicly or privately. Neither the city council nor any of its members nor the mayor shall dictate the appointment of any person to office or employment by the city manager, except as permitted by state law, or in any manner interfere with the city manager or prevent him from exercising his own judgment in the appointment of officers and employees in the administrative service. (Reso. No. 04-53, § 1; Reso. No. 6929, § 2.)

Section 5.4. City Clerk. (a) The city clerk, or his authorized representative shall be clerk of the council. He shall attend all meetings of the council and shall keep a record of its proceedings.

- (b) He shall record and certify all actions of the council.
- (c) He shall have power to administer all oaths required by law.
- (d) He shall be custodian of the city seal and the official records of the city.
- (e) He shall give to the proper officials ample notice of the expiration or termination of any term of office and when necessary, the conditions or requirements of all bonds, franchises, contracts or agreements.
- (f) He shall be the registrar of the city and shall be responsible for the calling and supervision of all city elections, unless otherwise provided by law.
- (g) He shall perform such other duties in connection with his office as may be required of him by law or by the council.
- (h) He shall hire, as necessary, a deputy city clerk, whose selection shall be ratified by the city council. (Reso. No. 04-53, § 1.)

Section 5.5. City Attorney. (a) The city attorney shall act as the legal advisor of and be responsible to the council. He shall advise the city clerk concerning legal problems affecting the city administration.

- (b) He shall perform such other duties as may be prescribed by the council.

Section 5.6. City Fiscal Agent. The council shall provide in the Code for the collection, receipt and custody of taxes, moneys and things of value belonging to the city and for an administrative officer who shall be responsible therefor.

Section 5.7. Employee Benefit Plans. Any benefit plans provided for officers and employees by the council shall be actuarially sound. Membership in any retirement system which may be adopted by the city shall constitute a contractual relationship. Accrued benefits of any retirement system shall not be diminished or impaired.

Chapter VI.

BUDGET PROCEDURE AND GENERAL FINANCE PROVISIONS

Section 6.1. Fiscal Year. The fiscal year of the city shall be as established by the council, unless otherwise provided by law.

Section 6.2. Budget Statement of City. During or prior to the sixth week preceding the first day of the fiscal year, a budget proposal for the next fiscal year of the city shall be prepared. Such budget proposal shall set forth the recommendations for and an analysis of the anticipated income and expenditures of the city during the next fiscal year, together with comparative figures showing the estimated corresponding amounts for the current year and comparisons with the previous year. The proposed expenditures set forth in the budget proposal shall not exceed the expected revenues of the city. Unencumbered funds remaining at the end of the current fiscal year may be reallocated for the purposes set forth in the budget proposal.

Section 6.3. Budget Adoption Procedure. (a) The budget proposal shall be reviewed by the council and shall be available for public inspection in the office of the city clerk.

(b) The council shall direct that a public hearing on the budget proposal be held not less than one week before its final adoption. A notice of the public hearing shall be published at least one week prior to the date of hearing.

(c) At a regular meeting held not less than ten days prior to the end of the fiscal year, the council shall, by resolution, adopt a budget for the following fiscal year and make an appropriation of the money needed therefor.

(d) If the council does not adopt a budget prior to the third day preceding the commencement of the next fiscal year, the budget proposal shall become an appropriation and the budget for the fiscal year without further council action.

Section 6.4. Budget Control. (a) Unencumbered appropriation balances may be transferred within a department by the council at any time on its own initiative; the council may transfer unencumbered balances from one office, department or agency to another.

(b) There shall be submitted periodically to the council information comparing estimated and actual revenues and expenditures to the end of the preceding month.

Section 6.5. Withdrawal of Funds. (a) All funds drawn from the treasury shall be drawn pursuant to the authority and appropriation of the council.

(b) The council shall prescribe the method for the disbursement of city funds.

Section 6.6. Independent Audit. An independent audit shall be made of all accounts of the city at least annually and more frequently if deemed necessary by the council. The annual audit shall be made by a certified public accountant firm employed by the council and shall be completed within one hundred eighty days following the close of the fiscal year. An analysis of the audit shall be published by the council. (Reso. 08-40 § 1; 10-2-01)

Section 6.7. Permanent Fund. (a) There is established as a separate account, the Valdez permanent fund. All amounts received by the city from the sale of Marine Terminal Revenue Bonds for its own use and expenditure, as well as any other funds that may subsequently be so designated by the city council, shall be placed in the fund. Each year on the first business day of the city's fiscal year, one and one-half percent (1.5%) of the permanent fund's market value, as determined on the last day of the last accounting year that has been certified by an annual audit, shall be transferred into the general fund for appropriation for operational and capital expenses of the city. The remaining funds and any other funds appropriated for deposit in the permanent fund shall not be spent, but shall be held perpetually in trust for the benefit of the present and future generations of Valdez residents. The fund shall be administered in accordance with the provisions of this section.

(b) Funds placed or deposited in the permanent fund are fund principal which shall be invested in perpetuity only in investments specifically designated in this section, regardless of other provisions of law dealing with permissible investments of city funds.

(c) The assets of the fund may be invested in the following:

(1) Publicly traded equity investments, including but not limited to preferred and common stock and investment company shares;

(2) Debt instruments that have been issued by domestic and non-domestic entities including but not limited to the U.S. government, its agencies and instrumentalities;

(3) Obligations secured by reserves paid in by the United States or agencies or instrumentalities of the United States or corporations in which the United States is a shareholder or member;

(4) Bank certificates of deposit which are secured as to the payment of principal and interest in accordance with Alaska law; and

(5) Corporate obligations of prime or equivalent quality as recognized by a nationally recognized rating organization;

(6) Domestic and foreign common stocks and preferred stocks of publicly traded companies, provided that the total exposure to stocks shall be diversified among issuers and will not exceed sixty-five percent (65%) of the market value of the permanent fund;

(7) Real estate investments in a portfolio of institutional quality properties (as defined in the investment policy), held in a collective investment vehicle, and managed by a registered investment advisor; provided, that total exposure to real estate investments shall not exceed fifteen percent (15%) of the market value of the permanent fund.

(d) Investment policy shall be formulated by the city council. In formulating investment policy, the council shall consider maximum income and appreciation, consistent with prudent levels of risk and diversification, governed by the prudent investor rule. If an allocation in section 6.7(c) is exceeded, corrective action shall be taken in a reasonable time in accordance with the policy adopted by the city council or its designee.

(e) The council has the power to:

(1) Delegate the power to invest the fund to the city manager or other city official, and require reports relating to the investment as it prescribes;

(2) Hire other persons as necessary to assist the council in the exercise of its powers; and

(3) Take whatever other actions are reasonably necessary in furtherance of the purpose of this section. (Reso. 07-59, § 1; 6-6-06; Reso. No. 97-27, § 1; 7-19-77.)

Chapter VII.

TAXATION

Section 7.1. Taxation by Ordinance. The council shall provide in the Code for the annual assessment, levy and collection of city taxes. Council may provide for differential taxation based upon differences in kind or level of services provided within service areas established by ordinance.

Section 7.2. Exemptions. The power of taxation shall never be surrendered. No exemptions from taxation shall be allowed, except such as are expressly provided by law. Private leaseholds, contracts or interests in land or property owned or held by the United States, the state or its political subdivisions, shall be taxable to the extent of the interests.

Section 7.3. Assessment Day. The taxable status of property shall be determined as of the first day of January, or such other date as may subsequently be required by law, which shall be the assessment day. Values on the assessment roll shall be determined according to the facts existing on the assessment day for the year for which the assessment roll is made, and no change of the status of any property after that day shall be considered by the council when acting as a board of equalization. Standards of appraisal shall be followed by the council when established as a board of equalization.

Standards of appraisal shall be followed by the council when established by law.

Section 7.4. Security for Taxes on Real Property. The city shall have a first lien upon all real property against which taxes are assessed for the taxes and any collection charges, penalties and interest which may accumulate thereto, which lien shall continue until the taxes are paid.

Section 7.5. Protection of City's Real Property Tax Liens. The city may protect its lien for taxes upon real property by sale at tax sale, or by purchasing the real property at any tax sale or other public sale, or by direct negotiation with the owner. Any such procedure shall be deemed to be for a public purpose. When the city has acquired an interest in real property to protect a tax lien thereon, the owner of any interest in such real property may redeem the same by paying the delinquent city taxes and all accrued charges, penalties and interest thereon. After the city has held any tax delinquent real property for one year, it may hold the same for public use or sell it at public auction to the highest bidder.

Section 7.6. Security for Taxes on Personal Property. City taxes on personal property shall be a debt to the city from the persons to whom they are assessed. If any person to whom such taxes are assessed fails or refuses to pay the taxes, or if the collecting officer reasonably believes that any person will not pay such taxes, the taxes and accrued charges, penalties and interest may be collected by a personal action in the name of the city against the person to whom assessed in a court of competent jurisdiction, or by distraint and sale of any personal property of the person assessed. Neither of the remedies herein given shall be exclusive of the other at any time.

Chapter VIIA.

SERVICE AREAS

Section 7A.1. Purpose. Service areas may be established to provide services not provided on an area-wide basis or to provide a higher level of service than that provided on an area-wide basis.

Section 7A.2. Establishment. (a) The council by ordinance may establish, alter, consolidate or abolish service areas. The council by ordinance may add or eliminate services to a service area. The ordinance shall contain the following:

- (1) Boundaries and area to be included;
 - (2) Service to be provided or be eliminated; and
 - (3) Other provisions the council includes.
- (b) If a petition of protest is filed with the council before the effective date of the ordinance adopted under this section, the ordinance shall be submitted to the qualified voters residing in the service area or proposed service area and if ratified shall take effect upon certification of the election. The petition shall contain signatures of at least ten percent or 100 of the qualified voters residing in the service area or proposed service area, whichever is the lesser. Each new service or each service to be eliminated shall be placed separately on the ballot and shall require ratification by a majority of the qualified voters voting on the question. There shall be no election under this subsection to eliminate a service to be provided on an area-wide basis.

Chapter VIII.

SPECIAL ASSESSMENTS AND IMPROVEMENTS

Section 8.1. General Power Relative to Special Assessments and Public Improvements. (a) The council shall have the power to make public improvements, including local improvements, within the city and, to the extent permitted by law, outside the city. The council may determine the necessity for any public improvement, and may determine that the whole or any part of the cost thereof, including the cost of plans, specifications, administration, engineering, architectural, and legal expenses, and of the acquisition of property in connection therewith, shall be levied by special assessments upon the property specially benefited thereby. When more than one lot or parcel of land is to be specially benefited, the project shall be considered as a special assessment district.

(b) Any special assessment for local improvements against property benefited shall be in proportion to, and shall not exceed, the value of the benefit received from the local improvements. The council shall establish the method of apportioning such benefits.

(c) If protests as to the necessity of a local improvement are made by the owners of property which will bear fifty percent or more of the estimated cost of the improvement, the public improvement shall not proceed until the objections have been reduced to less than fifty percent, except upon approval of at least five members of the council.

Section 8.2. Detailed Procedure to be Fixed in the Code. The procedure for local improvements may be commenced by the council either on its own initiative or upon receipt of a petition in the manner provided in the Code. The council shall prescribe in the Code the complete special agree-procedure for local improvements and for agreements for furnishing capital improvements and the extension thereof in lieu of assessment. For local improvements, such Code provisions shall include and require the following:

- (1) The procedure for filing petitions for local improvements;
- (2) A survey and report concerning the need for, desirable extent of, and estimated cost of each proposed local improvement;
- (3) A public hearing by the council on the necessity for the local improvement;
- (4) A resolution of the council determining to proceed or not to proceed with the proposed local improvement;
- (5) A public hearing by the council on the special assessment roll for the local improvement;
- (6) Publication of notice of each hearing required by this section in a newspaper published within the city and by first class mail to persons whose names appear on the current assessment roll as owners of real property within the special assessment district;
- (7) A resolution confirming the special assessment roll for the local improvement.

Section 8.3. Expenditures before Funds for Improvement are Available. No expenditures, other than for administrative, engineering and legal work for any local improvement, the cost of which is to be borne by special assessments on the property benefited, shall be made unless the cash is on hand or bonds have been authorized to finance the cost thereof.

Section 8.4. Correction of Invalid Special Assessments. If any special assessment procedure of the council shall be irregular or invalid for any reason, the council may correct the same at any time within ninety days after the confirmation of the special assessment roll or after final determination of any litigation thereon, whether before or after the completion of the local improvement to which the special assessment applies. If payments of special assessments have been made under the irregular or invalid procedure, such payments shall be credited to payments required under the corrected procedure, or in the alternate, the council may provide in the Code for the payment of refunds.

Section 8.5. Limitations on Suits and Actions. No special assessment procedure shall be contested by any action at law or in equity, unless commenced within sixty days after the confirmation of the special assessment roll therefor. If no such action be so commenced, the procedure for such local improvement shall be conclusively presumed to have been regular and complete.

Section 8.6. Lien for and Collection of Special Assessments. (a) The city shall have a first lien upon all real property against which special assessments are assessed, and any such lien shall be of the same character, effect and duration, and shall be enforceable in the same manner as the lien for city taxes.

(b) The council shall provide procedure in the Code for the collection of special assessments and the collection charges, penalties and interest which shall be added for the delayed or delinquent payment thereof.

Section 8.7. Receipts from Special Assessments. Accounts for special assessment rolls shall be created and kept separate from all other city accounts. Moneys collected from special assessments shall be used solely to pay the cost of the improvements to which they apply and to the principal of and interest on indebtedness of the city.

Section 8.8. All Real Property Liable for Special Assessments. All real property, including such as is exempt from taxation by law, shall be liable for the cost of local improvements assessed in accordance with this chapter, unless specifically exempted from special assessments by law.

Chapter IX.

INTERGOVERNMENTAL RELATIONS

Section 9.1. Agreements for Transferring Powers. Agreements, including those for cooperative or joint administration of any function or power, may be made by the council with any local government, with the state, or with the United States unless otherwise provided by law. The council may transfer to the borough of which the city is a part any city power or function unless prohibited by law. Such transfer shall not take effect for ninety days following approval by the council. The council may at any time revoke the transfer.

Section 9.2. Cooperation with Other Governments. The city may cooperate with the United States, with the state or its political subdivisions, or with other states and their political subdivision on matters of common interest. For this purpose the council may make all necessary appropriations.

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Chapter X.
ELECTIONS

Section 10.1. Regular City Elections. A regular city election shall be held annually on the first Tuesday in October or such other date as the council may provide in the Code. The date of holding regular city elections may not be changed by the council at any time less than one year prior to the date of the first regular city election affected.

Section 10.2. Special City Elections. The council shall provide in the Code for the calling of special elections. Not less than thirty days' notice shall be given of each special election. The notice shall be published and state the purpose of the election.

Section 10.3. Qualifications of Electors. (a) A person may vote in a municipal election only if the person:

- (1) Is a United States citizen who is qualified to vote in state elections;
- (2) Has been a resident of the municipality for 30 days immediately preceding the election;
- (3) Is registered to vote in state elections in the precinct in which that person seeks to vote in municipal elections;
and
- (4) Is not disqualified under Article V of the state constitution. (10-7-80; 5-2-89)

Section 10.4. Election Procedure. All elections of city officers shall be nonpartisan. The council shall provide by ordinance for:

- (1) The nonpartisan nomination of candidates for elective city offices;
- (2) The printing and custody of ballots;
- (3) The appointment and payment of necessary election personnel;
- (4) The conduct of city elections;
- (5) The counting and canvassing of ballots cast;
- (6) The procedure for the recounting of ballots cast in the event a recount is demanded;
- (7) The declaration of results of elections;
- (8) All other matters necessary for the holding of city elections.

Section 10.5. Tie Vote. In event of a tie vote, the council shall determine the successful candidate by lot. Such determination shall be final.

Chapter XI.

MUNICIPAL BORROWING

Section 11.1. General Authorization to Borrow Money. (a) The city shall have the power to borrow money for any public purpose and to issue its evidences of indebtedness therefor. Such evidence of indebtedness shall include, but not be limited to those enumerated in the following three categories:

- (1) Bonds for capital improvements authorized by the council and ratified by a majority of the electors qualified under section 10.3(b) and who vote thereon, voting at any regular or special election;
 - (a) General obligation bonds, the principal and interest of which are payable from taxes levied upon the taxable real and personal property in the city, and from any other sources of revenue and for the payment of which the full faith and credit of the city are pledged without limitation as to rate or amount;
 - (b) Special assessment bonds, which are issued in anticipation of the payment of special assessments, or any combination of two or more special assessments, which bonds shall be both an obligation of the special assessment district or districts and a general obligation of the city;
 - (c) General obligation bonds which are also secured by the revenue from a revenue-producing utility, such bonds being issued for the acquisition, construction or improvement of the utility;
- (2) Revenue bonds which are secured only by the revenue-producing public utilities and do not constitute a general obligation or debt of the city. Such revenue bonds shall be authorized by the council and ratified by a majority of the electors qualified under section 10.3(a);
- (3) Those bonds and other obligations which may be authorized by the council and do not require ratification by the qualified electors of the city;
 - (a) Revenue or tax anticipation notes which may be issued in anticipation of the collection of any revenues, including taxes, in or during the current fiscal year of the city, for the purpose of meeting appropriations during the year;
 - (b) Disaster bonds or notes to be issued in case of fire, flood, wind, explosion, war damage, volcanic action, earthquake or other calamity for the preservation and rehabilitation of municipal capital improvements, in a sum not to exceed two percent of the assessed value of all the real and personal property in the city, and due in not more than ten years;
 - (c) Notes for loans from accumulated reserves of the city on a definite plan for the repayment thereof and of interest thereon as provided by the council;
 - (b) Bonds or notes on which a vote of the electorate is not required may be authorized by the council. No such bonds or notes shall be issued, however, until not less than thirty days have passed from the date of council authorization. The purpose of this section is to provide the electors of the city an opportunity to exercise their right of referendum. Disaster bonds or notes may be issued immediately upon receiving proper authorization by the council.
 - (c) Each bond or other evidence of indebtedness shall contain on its face a statement specifying the purpose for which it is issued. No officer of the city shall use the proceeds thereof for any other purpose, except that whenever the proceeds of any bond issue or a part thereof remain unexpended and unencumbered for the purpose for which said bond issue was made, the council shall authorize the use of such unexpended and unencumbered funds only in accordance with the following order or priority:
 - (1) For the retirement of such bond issue;
 - (2) If such bond issue has been fully retired, then for the retirement of other bonds or obligations of the city;

- (3) For any other public improvement purpose or purposes of a like nature;
- (4) If such funds cannot be used as above permitted, then in any other manner determined by the council.
- (d) No bond or other evidence of indebtedness of the city, regardless of type or purpose, shall bear interest, either directly or indirectly, at a rate exceeding the maximum permitted by law.
- (e) All bonds and other evidences of indebtedness of the city shall be signed by the mayor and countersigned by the clerk under the seal of the city. Interest coupons shall be executed with the facsimile signature of the clerk.
- (f) A complete and detailed record of all bonds and other evidences of indebtedness shall be kept by an officer designated in the Code. Upon the payment of any bond or other evidences of indebtedness, the same shall be marked "paid," or otherwise cancelled on its face.

Section 11.2. Limitations Upon Borrowing Power. (a) The outstanding general obligation indebtedness of the city incurred for all public purposes shall not at any time exceed fifteen percent of the assessed value of all the real and personal property in the city exclusive of present bonded indebtedness of the city for Alaska Public Works projects, completed as of the date of January 1, 1961. The restrictions imposed by law on contracting debt shall not apply to debt incurred through the issuance of revenue bonds when the only security is the revenues of the enterprise, nor to bonded indebtedness to be paid from special assessments on benefited property, nor to refunding indebtedness. In determining the debt limit of the city, there shall be deducted from the amount of the outstanding bonded indebtedness any amounts credited to or on deposit for debt retirement and any portion of reserve funds or accounts pledged to the payment of the principal amount of any outstanding bonded indebtedness. Money may be borrowed for reasons of disaster, as permitted by section 11.1(b), beyond the limit imposed by this section, and the council shall, at the time of the authorization of such indebtedness, provide for the fulfillment of other requirements of law relative to incurring such indebtedness.

- (b) Except when delay is caused by litigation, or when a bond issue has been authorized to be issued in two or more parts or series, if any bonds are not sold, the authorization of any unsold bonds may be voided at any time by a council resolution. If any bonds are not sold within ten years after authorization, such authorization shall be null and void as to the bonds which remain unsold.
- (c) The limitation on outstanding general obligation indebtedness contained in subsection (a) of this section shall not apply to general obligation bonds issued for acquiring, constructing or improving and equipping a municipally owned utility or other revenue generating enterprises additionally secured by a pledge of the revenue derived from operation. (5-2-89)

Chapter XII.
CONTRACTS

Section 12.1. Authority of Council. (a) The power to authorize the making of contracts on behalf of the city is vested in the council, subject to such exceptions as are provided by city ordinance.

(b) All contracts, except as otherwise provided in section 12.2 hereof, shall be authorized by the council and shall be signed on behalf of the city by the mayor and the city clerk, after having been approved as to form by the city attorney. (5-3-16; Reso. 16-11)

Section 12.2. Procurement Procedures. The council shall establish by ordinance the procedure for the contracting for, or procurement of, supplies, materials, equipment, or contractual services. Such procedures shall include a provision for centralized purchasing on behalf of the city. The procedures shall also provide the dollar limit within which such contracting or procurement may be made without securing competitive bids, and the dollar limit within which contracting or procurements may be made without specific council approval. Such procedure shall also provide for the making of emergency purchases and contracts which shall not be subject to Section 12.3(c) of this chapter when an emergency exists. (5-3-16; Reso. 16-11)

Section 12.3. Limitations on Contractual Power. (a) The council shall have power to enter only into contracts which, by the terms thereof, will be fully executed within a period of five years. This limitation shall not apply to contracts concerning interests in real property. Any contract other than a franchise, which will not be fully executed within a period of five years shall first receive the approval of a majority of the qualified electors of the city who vote thereon. This restriction shall not apply to any contract for services with a public utility or with other governmental units, nor to contracts for debt secured by the bonds or notes of the city.

(b) The council shall provide in the Code the procedure whereby the city may purchase, sell, lease or dispose of real property. No action of the council to sell, lease or dispose of any city interest in real property shall be final until the resolution to do so has been on file in the office of the city clerk for thirty days and notice of such filing published concurrently on the official bulletin board as designated by the council.

(c) Except as authorized by section 12.2, each contract for the construction of public improvements or for the purchase or sale of personal property shall be let only after opportunity for competitive bidding and after appropriate notice thereof of not less than two weeks. All bids shall be opened in public at the time and place designated in the notice of letting. The council may reject any or all bids. If, after opportunity for competitive bidding, no bids are received or bids received are not satisfactory to the council, it may negotiate for a contract in the open market. The council may waive any and all irregularities.

(d) The council may approve contracts for engineering, architectural, legal, medical and other professional services for the city without competitive bidding. Such contracts shall not exceed two years, except for completion of work in progress under architectural or engineering contracts.

Section 12.4. Business Dealings with City. The council shall provide in the Code the procedure whereby an officer or employee of the city, who intends to have business dealings with the city whereby he may derive income or benefits other than those provided as remuneration for his official duties or the duties of his employment, shall file with the city clerk a statement, under oath, setting forth the nature of such business dealings and his interest therein, not less than ten days before the date when action may be taken by the council or by any officer or agency of the city upon the matter involved. Such statement shall be sufficient for continuing transactions of a similar or like nature for one year from the date of its filing.

Chapter XIII.

PUBLIC UTILITY SERVICES

Section 13.1. General Powers Respecting Municipal Utilities. The city shall have all the powers not prohibited by law to acquire, own, operate, promote and regulate public utilities, either within or beyond its corporate limits, and may also sell utility services beyond its corporate limits.

Section 13.2. Rates. (a) The council may provide by ordinance for the establishment of utilities and may provide for their regulation, promotion, control and the fixing of the rates to be charged, so that each utility will be financially self-sustaining, if possible.

(b) No agreements shall be made for utility services outside of the city which will return to the city less net revenues than it realizes for the same services within the city. Increased rates for utility service outside of the city may be established by the council.

(c) Transactions pertaining to the ownership and operation of each municipal utility shall be recorded in a separate group of accounts, which shall be classified in accordance with generally accepted accounting practices. An annual report shall be prepared to show the financial position of each city utility and the results of its operation. Such reports shall be available for inspection at the office of the city clerk.

Section 13.3. Collection of Municipal Utility Rates and Charges. The council shall provide in the Code for the collection of rates and charges for public utility services furnished by the city. When any person fails or refuses to pay to the city any sums due on utility bills, the service upon which such delinquency exists may be discontinued and suit may be brought for the collection thereof.

Section 13.4. Disposal of Municipal Utility Plants and Utility Property. The council may sell, lease or otherwise dispose of a municipal utility or of property and interest in property used or useful in the operation of a utility only after a proposition to do so is approved by three-fifths of the electors of the city voting on the proposition.

Section 13.5. Public Utility Franchises. The city may grant a franchise to any person for the use of the streets, alleys, bridges, easements and other public places of the city for the furnishing of any public utility service to the city and its inhabitants. Public utility franchises and renewals, amendments and extensions thereof shall be granted only by contract. Public utility franchises shall include provisions for fixing rates and charges, and may provide for readjustments thereof at periodic intervals. With respect to any public utility franchise granted after the effective date of this Charter, whether or not so provided in the granting contract, the city may:

- (1) Terminate the same for the violation of any of its provisions, for the misuse or nonuse thereof, for failure to comply with any provision thereof, or any regulation imposed under authority of this Charter or of the Code;
- (2) Require proper and reasonable extension of plant and the maintenance thereof at the highest practicable standard of efficiency;
- (3) Establish reasonable standards of service and quality of products, and prevent unjust discrimination in service or rates;
- (4) Require continuous and uninterrupted service to the public in accordance with the terms of the franchise throughout the entire period thereof;
- (5) Impose other regulations determined by the council to be conducive to the health, safety, welfare and convenience of the public;
- (6) Require the public utility to permit joint use of its property and appurtenances located in the streets, alleys, bridges, easements and public places by the city and other utilities, insofar as such joint use may be reasonably practicable and upon payment of reasonable rental therefor; and, in the absence of agreement, upon application by

the public utility, provide for arbitration of the terms and conditions of such joint use and the compensation to be paid therefor;

(7) Require the public utility to pay any part of the cost of improvement or maintenance of streets, alleys, bridges, easements and public places, that arises from its use thereof, and to protect and save the city harmless from all damages arising from such use; and

(8) Require the public utility to file with the city clerk reports concerning the utility and its financial operation and status and to file with the city clerk such drawings and maps of the location and nature of its facilities as the council may request.

Section 13.6. Limitations on the Granting of Franchises. No franchise shall be granted by the city for a term exceeding twenty years and no exclusive franchise shall ever be granted. Each franchise shall include a provision requiring the franchise to take effect within one year after the adoption of the ordinance granting it. An irrevocable franchise and any extensions to or amendments to such a franchise may be granted by the city only upon approval of at least three-fifths of the votes cast with respect to such proposition at a general or special election in the city. Such irrevocable franchise shall be subject to the conditions set forth in section 13.5. An irrevocable franchise may be approved by the council for referral to the electorate, only after a public hearing has been held thereon and after the grantee named therein has filed with city clerk his unconditional acceptance of all terms of franchise. No special election for such purpose may be ordered by the council, unless the estimated expense of holding such election has first been paid to the fiscal officer of the city by the grantee. In case a balance remains in the amount paid, after the expenses of the election are deducted therefrom, such balance shall be repaid to the grantee.

Section 13.7. Procedure for Granting Franchises. All franchises and any renewals, extensions and amendments thereto, shall be granted only by ordinance. Every contract granting a franchise, license or right to occupy or use streets, alleys, bridges, public places or easements, shall remain on file with the city clerk for public inspection, in its final form for at least thirty days before the final approval thereof, or the approval thereof for referral to the electors of the city. In the case of renewals of franchises for terms of ten years or longer, the renewal of said franchise must be approved by a majority of all qualified voters two years before the expiration date of such franchise.

Section 13.8. Sale or Assignment of Franchises. The grantee of a franchise may not sell, assign, sublet or allow another to use the same, unless the council gives its consent. Nothing in this section shall limit the right of the grantee of any public utility franchise to mortgage his property or franchise, nor shall it restrict the rights of the purchaser upon foreclosure sale, to operate the same, except that such mortgagee or purchaser shall be subject to the terms of the franchise and provisions of this Charter and the Code.

Section 13.9. Plans of Facilities in Streets and Public Places. The council may require in the Code that, as a condition to the placing or installment thereof, each public utility conducting a business in the city shall file with the city clerk a duplicate copy of layout plans of pipes, conduits, wires and other facilities and appurtenances which are to be placed on, under or above the surface of the city's streets, alleys, bridges, easements and public places.

Chapter XIV.

REVISION AND AMENDMENT

Section 14.1. Revision of Charter. This Charter may be revised in the manner provided by law.

Section 14.2. Amendment of Charter. This Charter may be amended by proceedings commenced by the vote of five members of the council or by an initiatory petition.

Section 14.3. Amendment of Charter by Council Action. When an amendment is proposed by the council it shall be submitted at the time of any election to be held in the city not less than sixty days after its proposal by the council, or at a special election called by the council for the purpose of voting thereon. Such amendment of the Charter shall become effective if approved by a majority of qualified voters voting on the question.

Section 14.4. Amendment of Charter by Initiatory Petition. An initiatory petition for the amendment of this Charter shall state the proposed amendment, shall set forth all sections of the Charter to be amended thereby in full, shall be signed by the number of electors required for the initiation of Code provisions, and shall be filed with the council. If the petition therefor is proper and in order, the council shall submit the proposed amendment to the electors of the city at the next regular city election which is to be held after ninety days following the filing of the petition. Amendment of the Charter shall become effective if approved by a majority of qualified voters voting on the question.

Section 14.5. Scope of Amendments. Each proposed amendment of this Charter shall be confined to one subject, but need not be limited to a single section. Should a subject embrace more than one related proposition, each proposition shall be separately stated to afford an opportunity for the electors to vote for or against each such proposition.

Section 14.6. Publication of Proposed Amendments. Each proposed amendment of this Charter shall be published not less than two weeks nor more than four weeks before the election on its ratification.

Section 14.7. Filing of Ratified Amendment. Two copies of each amendment ratified by the electors of the city shall be filed with the secretary of state, one with the recorder of the district in which the city is located, and one in the archives of the city, and shall thereupon become a part of the organic law of the city, unless a later effective date is specified by the council prior to the election of its ratification. Thereafter, the courts shall take judicial notice of the city Charter as amended.

Section 14.8. Industrial Development Bonds. Chapters XI, XII and XIII of this Charter shall not apply to any borrowing evidenced by obligations which are industrial development bonds as defined in the Internal Revenue Code, or to any property or interest therein constructed, purchased, leased or otherwise acquired with the proceeds of the borrowing, or to the sale, lease, sublease or other disposition of the property or interest therein, or to contracts with respect to the borrowing or the property or interest therein, provided that the borrowing is not repayable from taxes levied upon the taxable real and personal property in the city and is not a charge against the general credit or taxing power of the city. The council shall establish by ordinance the procedures for such borrowing and other matters. (9-16-75.)

SCHEDULE

Section 1. Purpose and Status of Schedule Chapter. This schedule chapter is to provide an orderly transition from a city organized and possessing powers delegated to it by statutory law, to a constitutional home rule charter city. It shall constitute a part of this Charter only to the extent and for the time required to accomplish that end.

Section 2. Prior Legislation Preserved. The Code of Ordinances of the Town of Valdez and all resolutions and rules of the council, to the extent that they are consistent with this Charter, shall continue in full force, until repealed or amended. When this Charter requires the council to adopt or provide any Code provision, any existing provision which meets such requirement shall suffice.

Section 3. Election to Adopt Charter. (a) This Charter shall be submitted to a vote of the qualified electors of the Town of Valdez at the city election to be held on the 21st day of February, 1961, between the hours of 8:00 o'clock a.m. and 8:00 o'clock p.m. All provisions for the submission of the question of adopting this Charter at such election shall be made as provided by law and the Code.

(b) If a majority of the qualified voters voting on the question is in favor of the adoption of this Charter, the town clerk shall perform all acts required by law to make this Charter effective.

(c) If so adopted, this Charter shall take effect and become law at 12:00 o'clock a.m. on the 27th day of February, 1961.

Section 4. City Officers. Each person who is holding an elective or appointive city office on the effective date of this Charter shall continue to perform the duties of his office in a manner consistent with this Charter, until superseded as in this Charter provided, without the requirement of any additional oath or bond. The mayor elected October 1960 shall become a full-fledged councilman. Until otherwise provided under authority of this Charter, the compensation of each office shall continue under and be subject to this Charter.

Section 5. Council to Organize Following Adoption of Charter. If this Charter is adopted, the council shall convene in the council chambers on the 27th day of February, 1961, at 8:00 o'clock p.m., and shall organize as in this Charter provided.

Section 6. Transition of Government. The council shall resolve and provide for all matters necessary for the inauguration of the city government under this Charter and the transition from the former government of the city.

Section 7. Vested Rights and Liabilities. No right or liability of the City of Valdez existing on the effective date of this Charter shall be affected in any manner by the adoption of this Charter.

Agreed upon by the members of the Charter Commission of the Town of Valdez, Alaska, assembled in the Town of Valdez this 3rd day of January, 1961, in the year of our Lord the One Thousand Nine Hundred and Sixty, and of the admission of the State of Alaska into the Union of the United States of America, the second:

MAX. H. WELLS, Chairman

MARVIN BEALS

JACK DE VAULT

ROBERT DITMAN

GEORGE GILSON

WILLIAM GROWDEN

OWEN JOHNSON

FRANCIS KRCH

HELEN L. LONG

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**Exhibit C – Need
City of Valdez**

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Need. There is an incredible need in the Valdez, Alaska community for affordable housing. Mobile and manufactured housing makes up a notable portion of our housing stock – roughly 23% or nearly a quarter of all housing units. There are approximately 400 mobile and manufactured housing units in Valdez, 173 of which are located on privately owned lots within residential subdivisions, and 227 of which are located within manufactured home communities (MHCs). The majority of these units were placed in the 1970s and 1980s and will be eligible for replacement under this proposal.

Estimated existing number of manufactured homes

173 Mobile / Manufactured Homes outside of MHCs.	92% Pre-HUD
227 Mobile / Manufactured Homes within of MHCs.	61% Pre-HUD
400 Total. Age is known on 354 homes.	79% Pre-HUD

The project area for our proposal includes the entirety of the City of Valdez. Within the municipal boundary, we will focus on the five existing manufactured home communities, as well as privately held lots with existing mobile homes.

Valdez was primarily developed in 1967 after the original townsite was destroyed during the 1964 Great Alaska/Good Friday Earthquake and subsequent tsunami. The community relocated and planned for a new townsite, including a large portion designed specifically for mobile homes (Mineral Creek Subdivision). An additional subdivision designed for mobile homes was developed in the early 1980s (Robe River Subdivision.)

Because the City of Valdez is 18.5 miles long, the manufactured home communities (MHCs) in Valdez are spread out. Some are located within the core of downtown and in an outer area of town, along the Richardson Highway. Some of these communities were originally developed to serve as workforce housing for a specific need (trans-Alaska pipeline installation and development or the response to the 1989 Exxon-Valdez oil spill) but eventually privatized and became the largest source of affordable housing for the community.

Data from the 2020 US Census demonstrates that the lowest income residents of Valdez live in the areas of town with the highest concentration of mobile homes. Of the four census block groups within the City of Valdez, Group #2 contains three MHCs, including the two largest. The mobile homes in these three communities compromise 47% of the housing units in this block group and half of all the mobile homes in Valdez. This block group has some of the lowest household income in the city.

Census Block Group	1	2	3	4
Income in the past 12 months below poverty level. ¹	0.0%	14.0%	1.8%	0.0%
Household income below \$35,000. ²	11.0%	33.9%	7.8%	1.5%

1. 2022 ACS 5-Year Estimates B19000
2. 2022 ACS 5-Year Estimates B17010

Because most mobile homes in Valdez are beyond the intended lifespan of the unit, and due to the local weather conditions, residents living in mobile homes in our community face a variety of health challenges. These can include mold and poor air quality, and lack of insulation and poor heating. Pre-HUD mobile homes may also pose a variety of safety risks to occupants by virtue of the absence of HUD regulation when these mobile homes were manufactured and deterioration of the mobile homes as a result of their age and harsh local weather conditions

The most recent Providence Valdez Medical Center 2023 Community Health Needs Assessment conducted by our local hospital and medical clinic, highlighted affordable housing issues in their report, calling out the sub-standard living conditions that are common for residents of mobile homes in their report:

“While the community is a relatively wealthy one, there are people that are couch surfing and people that are living in sub-standard housing, like mobile homes or trailers, that may lack heating and running water. Affordable housing is key to workforce development and needed to recruit and retain workers in health care, education, and other sectors. The cost of housing prevents people from moving to Valdez, even if offered well-paying job.”

A 2020 Housing Gap Analysis completed by the McDowell Group for the City of Valdez demonstrated the need for additional housing units:

“Reasonably priced and available housing are underpinnings of economic and community well-being. Many indicators suggest the local housing inventory is not meeting this basic need effectively. The findings in this study point most clearly to a negative impact on population growth in recent years. The vast majority of residents in Valdez rate the town’s housing availability and affordability as poor or very poor (more than 81% for both). Almost one-third of respondents (31%) report they are somewhat or very likely to move from Valdez within the next five years. In addition, nearly a third (30%) of Valdez residents surveyed reported having family, friends, or work colleagues who would like to move to Valdez but cannot due to lack of housing.”

“Interviewees frequently discussed Valdez’s unusually large number of mobile homes and the deteriorating quality of this housing stock. More than half (61%) of mobile homes were reported to be over 40 years old and three in ten mobile home households report problems with mold.”

The City of Valdez does not meet the Distress Criteria. However, the Census Tract in which Valdez resides (Tract 02261000300) is identified as Partially Disadvantaged according to the Climate and Economic Justice Screening Tool. Within this census area lies the Tatitlek Native Village, which is Federally Recognized and considered disadvantaged. There are a significant number of homes that lack indoor plumbing as well.

Resilience in Disaster Prone Areas. While not identified by FEMA as a Community Disaster Resilience Zone, the City of Valdez faces significant threat of natural hazards and disasters.

The Valdez community has unique natural hazards that pose a serious safety risk to residents living in mobile and manufactured housing. These hazards include heavy precipitation and snow loads, wind loads, flood, tsunami, and seismic risk. Residential structures in Valdez must be engineered and designed to withstand these hazards. The aging mobile and manufactured housing stock in our community presents a critical life-safety risk because these structures are not designed to withstand our harsh weather conditions. Every winter, mobile and manufactured housing must have snow shoveled from the roof to avoid dangerous levels of snow load that can collapse these structures. This risk is borne especially to poor, disabled, and elderly mobile and manufactured home residents who may not be able to keep pace with critical snow removal of our over 300” of average annual snowfall to keep their homes from collapsing.

The Valdez community is extremely isolated. Situated at the end of the Richardson Highway, there is a single road access point into the community. The Richardson Highway experiences closures annually due to avalanches in Thompson Pass, just outside of Valdez. These incidents routinely cut off road access to the community and in turn regular deliveries of food and supplies. Climate projections for the area show greater precipitation projected throughout the year, with the most substantial increases occurring from September through May and a potential increase in the frequency and intensity of strong storms. Creeks, streams and rivers surround and flow throughout Valdez, which is situated at approximately 100 feet above sea level, on the Port of Valdez – a deepwater fjord of Prince William Sound. This makes Valdez especially prone to flooding, high ground water, and tsunami hazards.

With the projected increase in severe weather events, the community is at an increased risk for the impacts of wind hazards, avalanche disruptions, and heavier snow loading due to increased precipitation and the likelihood of snow events alternated with rain events. These projections only increase the necessity for the most vulnerable Valdez residents to have safe, high-quality and resilient housing.

One of the most obvious natural hazards is heavy snowfall; Valdez sees an average of 330 inches of snowfall every year. This poses risks to residents and particularly those living in manufactured housing that is substandard or dated as these units are not made to retain heat as needed nor to withstand to the weight presented by large amount of snowfall. Additionally, Valdez is always at risk of a large seismic event. Many of the city’s mobile home structures are not secured to a permanent foundation, which increases the risk of serious injury or death to a resident living in manufactured housing when the next big earthquake does occur. Alaska experiences one “great” earthquake (magnitude 8.0 or larger) every 13 years, and residents of Valdez fear that another devastating earthquake will impact Valdez sooner rather than later. In 1964, a 9.5 Mw earthquake occurred on Good Friday and completely ripped apart streets, and destroyed homes, buildings and infrastructure. The ground under the city was deemed unstable, and the entire city was moved to the current location.

The Valdez-Cordova Census Area is 54th when it comes to “Expected building loss rate” due to natural hazards, but is in the 99th percentile for “Expected population loss rate” when it comes to fatalities and injuries resulting from natural hazards each year.

Barriers. Barriers to manufactured housing preservation and revitalization in Valdez include insufficient access to materials and shipping logistics for this very rural city as well as low financing availability to purchase units.

Like so much of Alaska, it is logistically difficult and expensive to get materials, including home construction materials, to Valdez. The city is 305 road miles east of Anchorage and 364 road miles south of Fairbanks. The length of road miles tells an incomplete story and omits the often icy and otherwise dangerous road conditions. This is a major factor behind the lack of affordable housing options in Valdez, including the limited availability of post-1980 manufactured housing.

For Valdez residents who are interested in purchasing a new manufactured home, the cost of shipping is prohibitive. The estimated cost to ship a single manufactured home into Valdez from a manufacturer in the lower 48 is over \$44,000. This makes new manufactured housing inaccessible to lower- and middle-income households in the community.

The 2020 Census data shows that 14% of those who live in areas with predominantly manufactured housing have annual incomes below the poverty line. 33.9% of those households have annual incomes below \$35,000.00. These households do not have the funds needed to revitalize their homes, despite the needed repairs and aging state of the unit. The majority of manufactured home dwellers live in units that are not on a fixed foundation. For low-income households these necessary repairs to ensure safety of their homes are out of reach.

Exhibit D - Soundness of Approach
City of Valdez

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Project Description, Management, and Impact. The Valdez Mobile Home Replacement Program is designed to serve low- and middle- income, economically vulnerable community members who live in mobile and manufactured housing, both inside and outside of manufactured home communities. The program will be broken into two phases. Phase I will include replacement of existing pre-1980 mobile and manufactured home units throughout the community, increasing the quality and hazard resilience of housing in our community. Phase II will be for the addition of new manufactured home units for low-income residents in need of housing, creating a path to homeownership and the opportunity to build wealth.

Most mobile homes in Valdez were built prior to 1976 and would benefit greatly from replacement, as the units have exceeded their life expectancy of 30-50 years. The program will be based on eligibility requirements that prioritizes applicants of lower income and from underserved communities. For Phase I replacement, the application review criteria will also consider the condition of the existing mobile home, prioritizing those with the greatest need for replacement. The City will purchase and transport new manufactured homes from a manufacturer that produces units built to withstand the local conditions and unique hazards of the Valdez area.

The goals of the Valdez Mobile Home Replacement Program are as follows:

- To increase the quality and affordability of housing available to low- and moderate-income residents of Valdez.
- To maintain the affordability of the program manufactured homes into the future.
- To replace existing aged and ill-equipped mobile homes with modern manufactured homes designed for local hazards and conditions.
- To increase the resiliency of the Valdez community by replacing vulnerable housing with units that more resistant to snow, rain, earthquakes, and flood hazards.
- To prioritize applications for lower income households and Valdez residents that may face barriers to opportunity, including Alaska Native Tribal Members and other minority groups.
- To create a realistic path to home ownership and wealth building for low- and median income Valdez residents.

Valdez Mobile Home Replacement Program – Phase I:

In Phase I of the program, the City of Valdez will purchase and transport approximately 90 new manufactured homes to Valdez to replace existing older mobile homes in the community. The new manufactured homes will be designed to withstand the unique natural hazards of our community. The city will work with manufacturers and engineers to ensure the units are designed to adequately handle our snow loads and seismic and wind conditions. For new units that are placed within MHCs, an earthquake anchoring system will be required. The new units placed outside of MHCs will require an approved, permanent foundation. Pre-1980 mobile and manufactured homes in Valdez will be eligible for replacement. The program eligibility requirements will prioritize replacement of the oldest units, those in the poorest condition and those owned and occupied by the lowest income residents or members of an underserved community. The program is designed to allow the new manufactured homes to be customized in

order to match the size and capacity of the unit selected for replacement. This will ensure that the program recipients, particularly those meeting the low-income requirements or from an underserved community, will receive an equivalent home in size but of greater quality.

Valdez Mobile Home Replacement Program – Phase II

In Phase II of the program, The City of Valdez will purchase and transport approximately 50 new manufactured homes to Valdez and make them available for low-income residents who demonstrate a need for housing. with the intent to offer those individuals a path to manufactured home ownership. The focus will be to utilize the many vacant spaces in local MHCs to accommodate these new housing units, however applicants with available private property for the manufactured home will be considered, as well. Available private property must be owned by the applicant and be eligible for the placement of a manufactured home. (All residential and neighborhood mixed-use zoned properties in Valdez meet this requirement.) This phase of the program will address the need for housing for the most at-risk members of our community and serve to revitalize MHCs by filling vacant spaces with modern, high-quality units. Applicants who are currently tenants in existing pre-1980 mobile homes will be prioritized in the program eligibility requirements, but this phase will be open to all low-income residents with a need for housing.

Program Structure – Phases I & II.

For approved applicants, the City of Valdez will sell the new manufactured home to the recipient at its actual cost via a no-interest loan. Options for loan repayment and forgiveness will be determined on a sliding scale based on the income of the recipient, with the lowest-income residents eligible for complete loan forgiveness. The City of Valdez will use PRICE funding to cover the costs of removal and disposal of any existing mobile homes being replaced, working with the applicant to ensure that the replaced units are properly disposed of and not repurposed in any manner. The program funds will be used for installation of the new manufactured homes and the associated foundation or anchoring, as required. Funds will also be utilized for some basic improvements necessary for the local hazardous conditions, such as an enclosed entryway or “arctic entry.” For the applicants who are required to make loan payments, those funds will be utilized to increase the scope of the program, particularly in phase II.

The City of Valdez will create an application made available to residents online or in paper form and offer services to cater the application process to the targeted audiences. Staff will be made available to assist with the application process and we will partner with local nonprofit organizations such as the Valdez Native Tribe and Valdez Senior Center to ensure wide promotion of the program and awareness related to the availability of application assistance.

Applicants will be required to submit any available documentation on the age of their existing mobile home unit and provide documentation of their income. City of Valdez staff will use tools available to verify the age of the mobile home proposed for replacement including documentation provided from the applicant, data from our Finance Department and assessor, and inspection of the unit. Income documentation provided by the applicant will be used to determine

eligibility and the loan repayment responsibility, if approved. If more applications are received than funding available for the program, applicants will be prioritized based on income level, serving the lowest income applicants first. If funding allows, the City will consider opening up applications to landlords who own and rent pre-1980 mobile homes in the community and desire to replace them with new manufactured homes. All applicants will be required to agree to terms limiting the rental rate for any program manufactured homes that are utilized as rental properties.

Prioritization will be given to low- and moderate-income individuals who currently reside in a mobile or manufactured home as their primary residence. Of these individuals, priority will be given to those who own pre-HUD (1976) mobile homes as their primary residence. There may be a much greater demand for replacement units relative to the number of available awards or loans. In this case, the City may rely on a lottery system from a pool of equally eligible applicants to ensure the program is administered fairly. Owner occupants of mobile home units will be prioritized, however applications will be considered for the owners of rental mobile homes if the applicant contractually agrees to a rent cap for that unit to ensure affordability of the unit on the market.

The City's legal department will formalize a contract to ensure that all units purchased and installed utilizing PRICE funding will remain affordable into the future. For eligible units installed on a foundation on private property, the provisions of this agreement will be incorporated into a deed restriction.

- If the recipient is replacing a mobile home, they must work with the city to properly dispose of the unit and may not repurpose the original unit.
- If the unit is not the primary residence of the recipient, they must agree to a rental cap on the monthly rental amount charged for the unit.
- They must agree that the unit shall not be used as a short-term rental.
- They must agree to a maximum resale value based on a pre-determined inflation metric.

The City of Valdez will work with local MHC operators to seek participation in a program to ensure protections for affordable lot rents for the new and replacement manufactured homes purchased through the program.

The program will be widely marketed to the entire community. This will be done through a combination of direct mailing to all residents of Valdez, combined with outreach through MHC operators, door-knocking/door hanger distribution, community events, city newsletters, and all other channels generally utilized for city communications and public notice.

Interested participants will be invited to apply via an online or paper form available via the City of Valdez website and distributed in collaboration with nonprofit partner organizations to ensure accessibility to lower income populations and underserved individuals.

All of the proposed activities are eligible under the PRICE Competition guidelines and meet more than one National Objective as they will benefit LMI individuals and meet an urgent need.

In terms of site locations, two Valdez MHCs are located within the town's center with walking and biking access to all major services including grocery stores, medical services, employment opportunities and other essential services. The city's other three mobile home courts, including the city's two largest, are located outside of the town's center, and are driving distance from essential services. The city has discussed the need to improve connectivity to these parks and plans to work on a community transportation plan, and partner with community stakeholders such as the Valdez Senior Center, and Connections to Care to increase shuttle transportation between these parks and the remainder of town. These parks are connected to the central area of town via a seasonal-use biking and walking trail, but the bike path is not accessible during the winter months. We have proposed working with the Alaska Department of Transportation to continue snow removal on those trails year-round, to improve connectivity for residents. Additionally, the City of Valdez subsidizes a local taxi service that provides much of the transportation between the MHCs and the town center.

The city's two largest mobile home parks are located in the light industrial zoning district. To the city's knowledge, there is no known legacy pollution issues in these areas. However, they are located adjacent to some light industrial uses, including our municipal airport. The city of Valdez adopted a new zoning ordinance that expanded the districts that allow for mobile and manufactured housing in February 2024. Prior to the adoption of this ordinance, the city of Valdez had exclusionary zoning that prohibited mobile and manufactured homes from being placed in the same neighborhoods as detached stick-built homes. This zoning revision was an important step for enhancing the city's equity goals and encouraging the development of affordable housing. Now, as part of the Valdez Mobile Home Replacement Program, a recipient of a new manufactured home, will not be restricted to certain residential districts for the placement of their home. They will be able to place their new manufactured home anywhere where stick-built housing would also be permitted.

All MHCs within Valdez are connected to public water and sewer infrastructure

Eligible Activities. Because purchasing a replacement unit is often out of reach for those residents currently living in pre-1976 mobile home units – especially given exorbitant shipping and transportation costs – this project proposes to completely cover the cost of purchasing, transporting, and installing replacement models for those with pre-1976 manufactured housing units. The contractual stipulations in each loan agreement for the recipient of a manufactured home under this program will ensure that the housing remains affordable into the future. The sliding scale for loan repayment will ensure housing stability for our lowest income residents, while the cap on rental rates will ensure affordability for rental properties.

Program Timeline.

Winter 2024/2025: Program planning and development of application process and administrative Structure

Spring/Summer 2025: RFPs and contracts for manufactured housing construction, shipping, and removal of old mobile homes

Fall 2025: Application Period and Recipient Selection for Part I

Winter 2025/2026: Construction of Manufactured Homes

June 2026 – First shipment of manufactured home received (Units will be staged at the City of Valdez Pipe Yard Laydown Area and installed in the same summer they are received.)

Summer 2026 – Installation of 28 manufactured homes

June 2027 – Second shipment of manufactured homes

Summer 2027 – Installation of 28 manufactured Homes

Fall 2027 – Application Period and Recipient Selection for Part II

June 2028 – Third shipment of manufactured homes

Summer 2028 – Installation of 28 manufactured homes

June 2029 – Fourth shipment of manufactured homes

Summer 2029 – Installation of 28 manufactured homes

June 2030 – Fifth shipment of manufactured homes

Summer 2030 – Installation of 28 manufactured homes

Fall 2030 – Project completion

Program Budget.

The City of Valdez is requesting \$27,815,821 from PRICE. The City of Valdez will provide \$1,900,000 in funds for a total project budget of \$29,715,821. This budget figure includes costs related to removal of old mobile homes, manufacturing of new units, shipment from the manufacture to Valdez, and installation of the new units (including either a foundation or earthquake anchoring system). Other costs include personnel, engineering, legal, and grant management services.

Projected Impacts.

The proposed project will result in an estimated 140 households being served. Not only does this protect and preserve affordable housing options in town, but it also improves the quality of this housing and promotes its longevity.

The project will also result in more resilient affordable housing. Pre-1980 manufactured housing simply cannot hold up to the environmental hazards experienced in Valdez. The new units that are purchased and installed will have an appropriate snow load that ensures reliability of the unit during the heavy snowfall of winter.

Both phases of the program will serve to revitalize MHCs by replacing older, dilapidated existing units and by filling vacant spaces in the communities.

Affordability and Equity. The Valdez Mobile Home Replacement Program is designed to serve low-income residents who currently live in mobile homes and will prioritize applicants based on income level, with the lowest income applicants first in line for participation in the program. Mobile homeowners, tenants and other low-income residents seeking housing will have an opportunity to obtain a low to zero-interest loan for a new manufactured home with potential for full loan forgiveness. Obtaining financing for purchase of a manufactured home is notoriously difficult as traditional mortgages are not available to help low-income individuals to purchase a manufactured home. This typically restricts individuals who own their manufactured homes to those who can pay cash for them and pushes those who lack capital into a position of chronic tenancy.

The low to zero-interest financing with an income-based sliding scale offered by the city will give participants the opportunity to own their manufactured home at a much lower value than they would have to pay if they pursued alternative financing methods.

Regarding long-term lot affordability for those within MHC, the city intends to work with MHC operators to develop space rent control measures that will protect program participants from future lot rent hikes and ensure affordability of their housing in the long term.

To ensure long-term affordability for those outside of MHC, the city will develop a contractual agreement with program recipients and utilize deed restrictions to ensure the property is affordable beyond the original manufactured home recipient.

The city will work with MHC operators to attempt to develop space rent control measures to protect tenants of MHCs from space rent increases that could undermine the affordability efforts of this program. Additionally, the city will work with program participants to provide them with information regarding their legal protections under the Alaska Landlord Tenant Act. Recipients of new manufactured homes will be responsible for navigating the process of installation of their new unit. The city will be available to help support recipients through the process of hiring a contractor, obtaining permitting approvals, and required inspections and will act as a resource for program recipients who may have difficulty understanding these requirements or navigating these systems.

In alignment with the federal civil rights laws, the city is committed to nondiscrimination practices in the administration and execution of this program. Our legal department will work closely with staff during the administration of this program.

The Valdez Mobile Home Replacement Program will not involve long-term displacement of existing residents. Program participants will have a choice as to where they would like to place their new mobile home; if they own their current home, they can replace their mobile home with the new unit. If they are a low-income tenant of a mobile home or person in need of housing,

they will be eligible to receive a new manufactured home and place it in a vacant space of an existing MHC or on a lot they own. The program will cover costs for the short-term replacement and moving costs associated with replacement of an existing mobile home, as well as lodging during the transition.

Participant choice will be an emphasis of the program, to empower low-income individuals to experience the benefit of choice and autonomy in their housing decisions throughout the process. This will be incorporated through the city's commitment to obtaining requests for proposal from manufactured housing producers that will produce safe, attractive manufactured housing units and offer applicants a choice from several different designs and finish aesthetics to meet their household's needs.

Valdez has an overall housing shortage that has driven the market price of long-term rentals and homes for purchase outside of reach for most low-income households. The high cost of housing, and the dearth of safe, affordable housing, disproportionately harms low-income households and makes them more vulnerable to housing insecurity. Being priced out of the housing market means that low-income individuals must "take what they can get" in terms of housing options in our community. Functionally, this often forces low-income households into unsafe, undesirable living conditions where they are vulnerable to being financially exploited by landlords and MHC operators. A goal of the Valdez Manufactured Home Replacement Program is to elevate the housing quality for low-income households and afford them with the opportunity to own their own manufactured home which would otherwise be financially out of reach to them. By restricting program participation to low-income applicants, and prioritizing the lowest-income individuals, we aim to elevate the housing options for our most vulnerable community members. Due to the income restrictions, we anticipate that many program recipients will be individuals receiving Supplemental Security Income (SSI) benefits, Temporary Assistance for Needy Families (TANF), and Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).

Two of the of city's five MHC are located within the town's center and within walking and biking access to essential services and employment opportunities. For the other three MHC that are outside of the town center and located within driving distance of essential services. To address the connectivity issues between these existing MHC and the town center, the city will work with community stakeholders and partners on a transportation plan to increase shuttle connectivity to support those who do not have vehicle access. The city will also work with the Alaska Department of Transportation to develop a plan for snow removal to maintain year-round pedestrian connectivity to the parks via the bike path between the MHC and the remainder of town.

The Valdez Manufactured Home Replacement Program will recruit applications from LMI individuals and prioritize those with the lowest incomes for participation in the program. City of Valdez staff will collaborate with the Valdez Native Tribe to do specific outreach to Indigenous and Alaska Native Tribal Members to encourage their participation in the program. By prioritizing applicants by income level, the program will be contributing to the furtherance of

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). Staff is not anticipating that the program administration will require hiring additional personnel, however, the city of Valdez encourages minority applicants to submit proposals for all of our requests for proposals through our municipal procurement process.

Environment and Resilience. The Valdez community faces many natural hazards including high winds, earthquakes, flooding risk, tsunami risk, and high snow fall. The current mobile and manufactured housing stock is not designed to withstand these environmental conditions.

The Valdez Manufactured Housing Replacement Program will bring in new, and replacement, manufactured housing units are designed to withstand the natural hazards of our community. The city will work with manufacturers and engineers to ensure the units are designed to adequately handle our snow loads, seismic, and earthquake risks. Additionally, the city of Valdez participates in the National Flood Insurance Program (NFIP). This means that flood insurance is available to any resident who is interested in purchasing flood insurance. All five of the city's mobile home courts are located outside of the Special Flood Hazard Area (SFHA). For new structures that are permitted within the SFHA, the city has building standards that require new and substantially improved structures within the SFHA to be constructed in a manner that is reasonably safe from flooding. The city will work with program recipients that may have property within the SFHA and want to place a new manufactured home there on flood resistant building methods, and flood insurance requirements. The city of Valdez does not have any repetitive loss properties.

The new manufactured housing units will also be better insulated for the low winter temperatures between October and March which will help reduce heating and electricity costs for recipients. By being designed to withstand the high annual snowfall in our community, program recipients will no longer have to risk their lives shoveling their roofs to keep their homes from collapsing many times per winter. If residents are physically unable to keep their homes clear themselves, they must hire someone to do the removal for them. The going rate for snow-shoveling services in the winter is \$20-\$25 per hour. This cost can be extremely burdensome for low-income individuals. The process of snow-removal also contributes to time-poverty for low-income individuals. If they can do the work themselves, the time they must spend keeping their structure free from snow could have otherwise been used more productively. Many elderly and disabled residents rely on donated snow removal services from local churches to protect themselves during the winter. The city has received phone calls from mobile home residents begging for assistance in shoveling their mobile homes to keep them from collapsing. During record snowfall years, the city has had to deploy emergency snow removal services to keep homes, particularly mobile homes, from collapsing. Those who can afford to live in stick-built structures that are designed to hold or shed snow, are relatively free from the burden of worrying if the overnight snowfall will cause a collapse. By giving low-income individuals a new manufactured home that is designed to withstand our annual snowfall, we are allowing individuals to focus less on the stress, time and cost of snow removal.

Additionally, the program will require recipients to have an appropriate concrete foundation or anchor for the mobile housing unit. This will protect the units from additional environmental hazards experienced in Valdez, such as mudslides, avalanches, and flooding.

Environmental Justice. This proposal will advance Environmental Justice by improving protection from and resilience to environmental harms for low- and middle-income individuals and families, as well as persons of color and Alaska Native residents. Valdez is blanketed in an average of 330 inches of snow each winter, and seismic activity is a constant threat. Avalanches, flooding, and mudslides are common occurrences, and tsunamis are not unlikely. This proposal will protect our most vulnerable residents from these climate hazards by ensuring they have safe, adequate, and affordable housing. Many of those who will be targeted through this program are living in mobile or manufactured units that have little to no insulation, may not hold up to the weight of packed snow, are energy inefficient, and even dangerous due to their age. By creating a program that will allow these residents to completely replace their pre-1978 units with new units built to thrive in Valdez’s challenging climate, this proposal is significantly advancing Environmental Justice.

Community Engagement. The City of Valdez will seek and encourage diverse stakeholder participation and tailor our outreach efforts to reach underserved communities and encourage participation by diverse demographic groups, including but not limited to race and ethnicity, gender, age, and socioeconomic status. We will customize our materials and events to encourage attendance from residents of various areas within our community to ensure access to information and assistance for all residents and especially those who will qualify for our program.

The City will collaborate with nonprofit organizations and MHC operators to encourage engagement with targeted stakeholders including manufactured/mobile home residents, Alaska Native Tribal Members, and residents with incomes below the local median. Outreach will be supported through events and communications campaigns with Valdez Native Tribe, Valdez Senior Center, the Valdez Food Bank, the Valdez City Schools, and Advocates for Victims of Violence.

During the application process the city held three open houses for questions and public comment with locations selected for their walkability from our five MHCs. This process demonstrates our ongoing commitment to incorporating feedback from underrepresented groups into the decision-making process.

In addition to our standard public notice mechanisms using the City of Valdez website and notice bulletin boards, we announced our application and encouraged public comment by utilizing a variety of methods. This included direct mail to all post office box holders within the City of Valdez, radio spots and announcements on our two local radio stations, posts on the city social media channels, news flashes distributed via text message and email, and flyers around the community. Flyers and announcements specifically targeting stakeholder groups were distributed via food bank distribution boxes and in person and online by organizations like the Valdez Native Tribe and Valdez Senior Center.

If funded, we will continue to use this model to build the Mobile Home Replacement application process and support approved applicants through implementation and installation of their new manufactured home units.

Our approach utilizes methods for community engagement that prioritize diversity, equity, and inclusion. Through targeted outreach and accessible application platforms, we aim to empower all stakeholders to participate in the application process. Our team has the necessary skills and knowledge to interact effectively with individuals from diverse backgrounds and we will support all stakeholders who seek to apply for the program.

The Valdez City Council has identified addressing our local housing crisis as their number one focus for the past five years. Council has used this priority to contribute to the 2021 comprehensive plan and resulting 2024 revision of our local zoning codes. Council established a housing subcommittee who has provided input on this project and emphasized the importance of increasing low- and middle-income housing to serve the residents of Valdez.

This focus is reflected clearly in the goals, objectives, and actions identified in Plan Valdez – the 2021 Comprehensive Plan. The most important goal to highlight is:

Goal 2.3 Promote, protect, and build quality housing. This goal highlights that “quality housing is housing that meets community needs including a range of incomes, housing types, and locations; and is built with longevity in mind.”

This project was developed with this goal in mind. Additionally, during the public process surrounding the comprehensive plan we heard loud and clear from residents that they feel that mobile and manufactured housing is an important resource for the most vulnerable Valdez residents. They also expressed frustration over the quality of the existing mobile homes and the challenges faced by many occupants. They wanted to see the existing MHCs protected and remaining, but also have the city seek opportunities for mobile home occupants to obtain quality and lasting housing options.

The goals of the PRICE program align perfectly with the public comments received during that process and this funding will allow the city to customize a program to meet these needs of those low-income residents, allowing people to remain in the same location, but drastically improving their quality of life, overall safety, and the residences of their housing units to the local natural hazards ever present in the community.

There are many other relevant goals within the adopted comprehensive plan:

Goal 1.3 Foster Inclusivity and Equity

Create a community that acknowledges and is inclusive of all people, including policies that create an inclusive, predictable and engage environment where the public’s input is valued.

Associated Action – Strengthen relationship with the Valdez Native Tribe for improved communication and collaboration between the city and the Tribe.

Goal 2.1 Plan for responsible growth

Responsible growth occurs through deliberate planning, resulting in decisions that are predictable, equitable, and cost-effective.

Goal 5.3 Provide a safe community

Provide the programs and level of service to protect life and property and create a safe community.

Goal 7.1 Reduce the community's vulnerability to natural events

Plan for and reduce the community's vulnerability from extreme weather events and natural hazards including landslides, flooding, avalanches, earthquakes, tsunamis, significant precipitation, and other events. This includes impacts from climate change.

One of the most impactful ways these goals have been implemented to date is through the local zoning code revision. This project was completed in 2024 and as a part of our equity goals for that project, the residential districts that allow manufactured housing were expanded dramatically. Under the new zoning code adopted in February, Valdez residents can place manufactured housing in all residential zoning districts and the neighborhood mixed use district.

Because the City of Valdez already has plans in place that support the replacement and expansion of manufactured housing in our community, we will not be seeking to modify plans or regulations to implement the proposed project. The City of Valdez City Council and Planning & Zoning Commission have demonstrated support for the expansion of all types of quality and affordable housing within the municipality.

Exhibit E - Capacity

City of Valdez

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Key Staff. Key staff for the City include members of the Community Development, Capital Facilities, and Finance Departments. Assistant City Manager/Capital Facilities Director Nathan Duval and Community Development Director Kate Huber and will be responsible for project management. They will be assisted by Economic Development Director Martha Barberio, Senior Planner Bruce Wall, and Planner Nicole LeRoy for project planning and implementation, with support from a City of Valdez Project Manager. Comptroller Barb Rusher, will be responsible for managing and expending the grant funds.

Each of these key staff members has been with the City of Valdez for four years or more and there is not any expected staff turnover or vacancies during the lifespan of the project. However, given the length of implementation for a project of this type, each area of project work will be handled by or with awareness of two staff members. This redundancy will ensure that the program can continue seamlessly in the case of any unexpected staff turnover.

Management of Project. Nathan Duval, Assistant City Manager / Capital Facilities Director is responsible for the management and implementation of the City of Valdez's capital and major maintenance projects. The City of Valdez annually manages between \$15-50 million in projects. Prior to joining the City Mr. Duval worked in the private sector developing subdivisions in the mountain west and constructing over 400 new units and renovating 99 additional units of military housing on Eielson Airforce Base in Alaska.

Recent experience for Mr. Duval and the City of Valdez involves managing and constructing CDBG funded road and infrastructure improvements to facilitate the construction of a new 28-unit, income based, tax credit, senior housing project. City staff worked with the developer to apply for and receive grants from Alaska Housing Finance Corporation on behalf of the city. The city coordinated the construction, grant administration, and oversaw compliance inspections on the project.

Kate Huber, Community Development Director, has recently served as project manager for the new 2021 Comprehensive Plan – Plan Valdez. This plan was a complete rewrite of the previous comprehensive plan adopted in 2000. Ms. Huber oversaw the implementation of the project contract and completion and adoption of the resulting plan. A core of the project was to incorporate input from underserved communities and the comprehensive plan priorities largely focus on actions that will allow and promote additional housing units within the community.

Martha Barberio, Economic Development Director, served as the grant administrator for the CDBG grant and worked with HUD to ensure grant compliance and successful project execution. Ms. Barberio also served as the staff liaison with the Developer, Cordes Development, on the new Senior housing project

Management of Grant Funds. The City of Valdez staff has extensive experience successfully managing grant funds. We currently administer 16 active grants, 12 of which are federal, 2 of which are state grants and 2 of which are non-governmental. Because of the dollar amount of our grants, we are subject to both state and federal single audits most years, and in at least the past 8 years, have not had any findings nor concerns related to our administration of grant funds.

We received a CDBG grant in 2021 for the construction of East Hanagita and corresponding utility infrastructure to facilitate the construction of a new 28-unit income based senior living complex. The City worked with grant representatives to ensure compliance with procurement and Davis Bacon reporting. The project was successfully completed and is awaiting final inspection to complete grant close-out. The project was substantially complete last fall but close-out was delayed because of winter weather conditions, otherwise, the project was completed on time and within all grant obligations. The grant was subject to a federal single audit in both 2022 and 2023, with no findings or compliance concerns.

Additionally, the City is currently managing a project funded by multiple federal sources at Meals Hill Park. Total federal contributions for this project are approximately \$4 million. The scope of the project is the development of accessible trails on a newly acquired park property that is encumbered by a conservation easement. The initial funding was contributed by the Exxon Valdez Oil Spill Trust through the US Fish and Wildlife Services and managed by the Great Land Trust. This funding mechanism added complexity to the project by adding multiple agency requirements to a single funding source. Construction of the park and trails is being funded by the US Economic Development Administration with a cost share provided by the City. The City ensured compliance with all funding entities, conservation easement requirements and successfully navigated conflicting requirements to ensure all federal dollars were appropriated and expended in accordance with agency and grant specific requirements. The initial funding for design and procurement of owner furnished materials required an extension to accommodate COVID related supply chain delays, but the initial phase is on track to be expended within that extension and meet all requirements of the various agencies and grant obligations. The construction is anticipated to begin in June 2024 and will be in compliance with agency requirements as well as permit requirements from the US Fish and Wildlife Service, US Army Corps of Engineers, Environmental Protection Agency, Alaska Department of Fish and Game, Alaska Department of Transportation, and the Alaska Department of Environmental Conservation. While all of these requirements are challenging in their own right the City has created relationships and developed understanding to ensure a successful project that meets all stated requirements.

References from past grant projects.

Shawne Mastronardi – Cordes Development

Developer for the Valdez Senior Apartments

smastronardi@me.com

Lindsie King – Providence Valdez Medical Center

Chief Financial Officer for Providence Valdez Medical Center, the beneficiary of two grants we received from the State of Alaska Department of Health & Social Services for their Counseling Center.

lindsie.king@providence.org

**Pauletta Bourne – State of Alaska Division of Community and Regional Affairs
Department of Community and Economic Development**

State of Alaska CDBG Grant Administrator

Pauletta.bourne@alaska.gov

Experience Promoting Racial Equity. The City of Valdez has committed to the goal of fostering inclusivity and equity in Plan Valdez – the 2021 comprehensive plan. The city is committed to creating a community that acknowledges and is inclusive of all people, including policies that create an inclusive, predictable, and engaging environment where the public’s input is valued. Communication and collaboration with the Valdez Native Tribe and other Alaska Native tribes and associated organizations is key to these efforts. The city has incorporated targeted outreach and direct involvement from the tribe into multiple projects, including the Comprehensive Plan and resulting zoning code revision. Additionally, the City of Valdez has collaborated with the Chugach and Tatitlek corporations in a regional housing solution working group organized by the Prince William Sound Economic Development District. For this project, the city will coordinate directly with Valdez Native Tribe to ensure that it’s members receive information throughout the whole process, beginning with the public comment period and extending through the application process and project implementation.

Environmental Reviews Experience. City of Valdez staff have conducted environmental reviews in accordance with 24 CFR Part 58 for a variety of city projects and grants. Staff members have familiarity with identifying potential environmental impacts and developing corresponding mitigation strategies and alternatives. Additionally, department staff routinely collaborate with contracted engineers and environmental scientists in the environmental assessment process required by City of Valdez code for the lease of all light and heavy industrial zoned city lands.

Familiarity with Cross-Cutting Federal Requirements. The City of Valdez is familiar with cross-cutting federal requirements, and its procurement policy is in-line with the requirements of CFR part 200, and we are familiar with the progress and financial reporting requirements. The City anticipates contracting grant management and administration from a qualified professional to help ensure grant and CFR compliance.

Exhibit F - Match or Leverage

City of Valdez

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The City of Valdez has \$1,900,000 available funding in a Land Development Incentive fund to commit to this project. The Land Development Incentive fund was created as reserve fund with the intent of supporting the creation of housing units in Valdez. In the recent past it has been used to fund a dwelling unit incentive program and an infrastructure grant program for the development of residential subdivisions. Because the proposed program will fund high-quality and resilient housing and aid in the creation new dwelling units, it aligns with the intent of the Land Development Incentive Fund. City Council will vote on a resolution firmly committing the full amount of the funds as a local match for this project on May 28, 2024. The resolution signed by the mayor will be included in the grant application package.

The proposed project is designed in a way that it can be scaled appropriately based on available funding. If the City was to receive less funding than requested through PRICE, the scope of the project could be reduced. Options for reduction in scope are to bring in fewer manufactured home units for both Phases I and II or to proceed with only Phase I of the project. The project design allows our team to be flexible in our response to changing funding scenarios. The project budget is set based on quotes received from appropriate manufacturers and shipping companies serving Valdez. City staff plan to negotiate to competitively source units and maximize the impact of available resources and serve the highest possible number of eligible program participants. Should we not receive our full request of funding, the City will also pursue other available sources of funding within the State of Alaska. The City of Valdez will ensure transparent communication with project stakeholders and community members to keep interested parties informed on any changes to project scope resulting from the amount of the grant award.

Internally, there are minimal funding risks. The City has done research on the cost and availability of manufactured/mobile home units, and thus the project cost estimate is reflective of that. Because the City's matching funds are in-hand and not controlled in any way by an outside entity, there is no risk of a reduced local match that would impact project implementation.

While the funding risks are slim to none, it is prudent to acknowledge that some aspects are out of the City's control. To address this, the City's proposal includes a contingency amount, to account for inflation and other increased costs over the length of the project period. Additionally, as mentioned above, the City's proposal is fully scalable and can be implemented regardless of unforeseen financial hurdles or an award that is less than the amount requested.

**Exhibit G – Long-Term Effect
City of Valdez**

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Long-Term Effect. The City of Valdez Mobile Home Replacement Program will offer some of the most economically and socially disenfranchised residents of Valdez either an opportunity to drastically improve the quality and safety of their housing (Phase I) or an affordable path to homeownership within an existing MHC (Phase II).

Manufactured housing units are inherently more affordable than stick-built units. According to the American Planning Association’s Zoning Practice article, *Equitable Zoning for Manufactured Housing*, “Most households who live in manufactured homes earn less than \$40,000 per year, and the percentage of that are cost-burdened is less (27.8 percent) than for households residing in duplexes (43.9 percent) and apartment buildings (46.3 percent) (USCB 2023d&e). This makes manufactured housing the largest unsubsidized source of affordable housing in the nation (Gorey 2023: USCFPB 2021).”

By revitalizing our existing MHCs and private lots currently containing pre-1976 mobile homes with new, safer units, we will improve the overall quality of the housing stock in our community while still protecting the affordability of units in the future. In addition to being less costly to construct, manufactured housing is also typically assessed at a lower value which reduces the owner’s property tax cost burden. Although the City of Valdez has a high tax rate, we also have a high primary residence tax exemption which particularly benefits manufactured homeowners, since the assessed value of their property is typically lower than those with stick-built homes.

To ensure affordability remains with the units purchased through this program, acceptance of an award will come with mandatory agreements regarding rent caps and resale value. The City will also be working with MHC operators to enter into an agreement regarding rent charged for the lots on which the new units reside. Part of the program will also allow for the purchase or replacement of a mobile home by residents who own private land, thereby creating a pathway for residents to become homeowners outright.

This program will be set up in such a way that the benefits will continue to be seen beyond the end of the PRICE grant performance period. Being established as a no-interest loan will allow the program to continue for as long as funds keep coming in.

Long-Term Affordability. The State of Alaska enables rent control at the local level, and the city would be empowered to implement a rent control requirement for recipients of new manufactured housing. The City of Valdez will work with local MHC operators to seek participation in a program to ensure protections for affordable lot rents for the new and replacement manufactured homes purchased through the program. Additionally, we will develop a contractual agreement with the recipient of a new manufactured home under this program to ensure that if the unit is sold, the seller agrees to a maximum resale value based on a pre-determined inflation metric. Recipients of a new manufactured home will also need to agree to not utilize the home as a short-term rental. Like in many other areas of the country, short-term rentals have had a negative impact on the availability, price, and quality of long-term rental

options in our community. By prohibiting the use of the unit as a short-term rental, the program will be preserving quality, affordable local housing stock available for long-term habitation.

Homeownership. The Valdez Mobile Home Replacement Program Part II will help current low-income tenants in mobile homes to a path to owning a new manufactured home. By providing new manufactured housing at zero-interest loan on a sliding payment scale based on income, low-income individuals who are currently renting mobile homes can be empowered to purchase their own unit, subject to the restrictions of the program. The option to purchase a new manufactured home with a zero-interest loan and receive grant assistance for the costs of shipping and placing the unit, this program will give former tenants the opportunity for vastly improved quality of housing at a much lower cost.

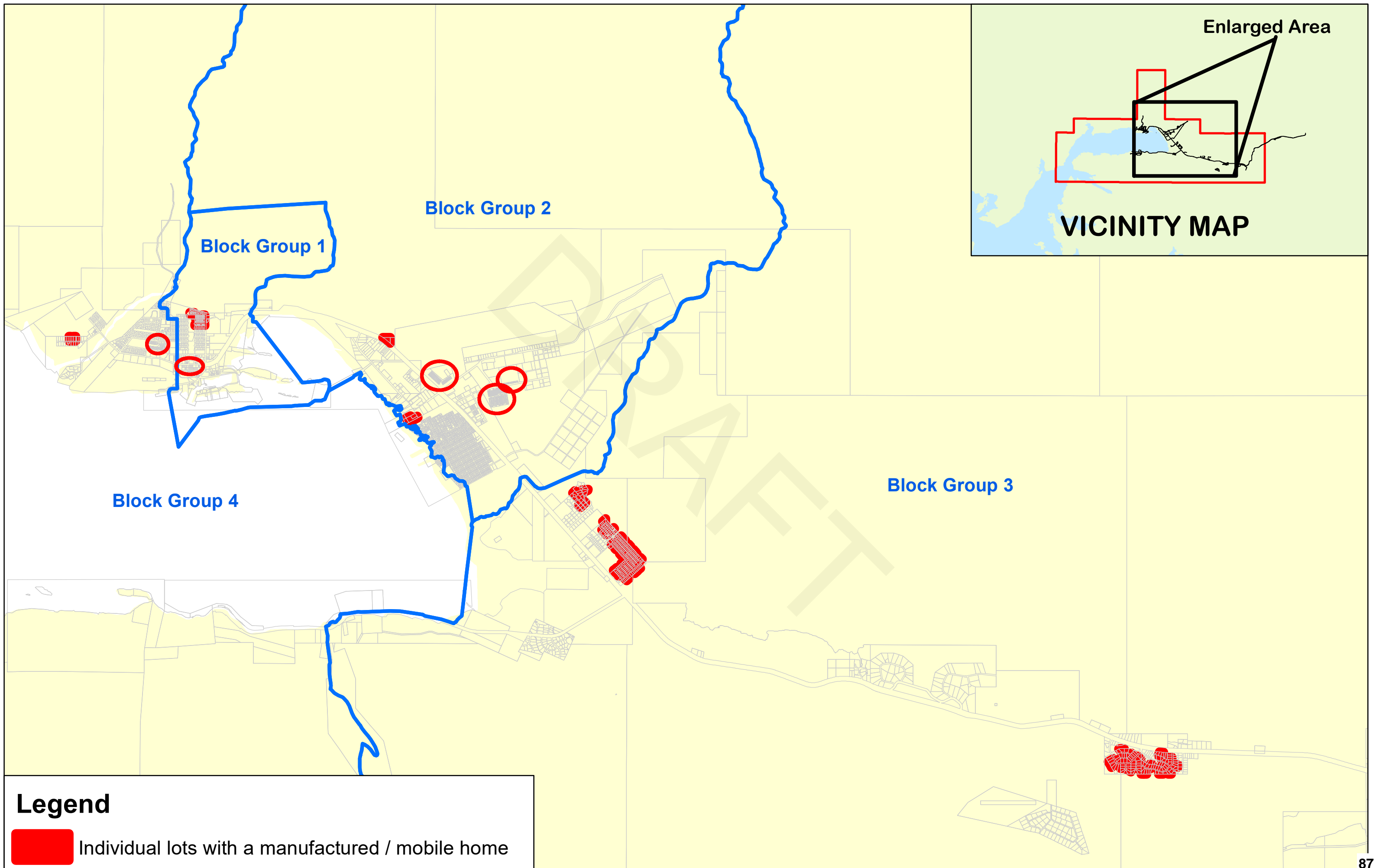
Underserved Communities. The census statistics below show that 33.9 percent of individuals living in block group 2 have a household income of less than \$35,000, and 14 percent have a household income below the poverty level. Block group 2 demographics are primarily composed of the city’s two largest mobile home courts. These statistics demonstrate that there is a lower income level among those living in the MHCs than in other locations in the city. By targeting MHC residents and providing new and replacement manufactured housing units, the Valdez Mobile Home Replacement Program will serve the most economically disenfranchised population in our community. Additionally, there is a large discrepancy between the estimated median income for residents who are White Alone (not Hispanic or Latino) - \$95,568 and the estimated median income for residents for who are American Indian and Alaska Native Alone - \$45,110. Because this program will target lower and middle income applicants and provide opportunity for a drastic increase in the quality of housing, it will enable underserved residents of color to build wealth over the long term.

Census Block Group	1	2	3	4
Income in the past 12 months below poverty level. ¹	0.0%	14.0%	1.8%	0.0%
Household income below \$35,000. ²	11.0%	33.9%	7.8%	1.5%

Sustainable and Resilient. The new manufactured housing units proposed under this program will be designed for the extreme weather conditions in Valdez. The new units will be engineered to meet snow load requirements, seismic requirements, and wind load requirements. 79 percent of the mobile homes in our community are pre-1976. These units are not designed to withstand the weather conditions of our area and are lacking structural integrity due to aging. Additionally, because the U.S. Environmental Protection Agency did not ban the use of asbestos in construction until 1989, many of these units may include asbestos elements which present a health hazard to residents. Similarly, the use of lead paint was not banned until 1978. Units built prior to these dates have a higher risk of containing toxic components. By bringing in replacement and new manufactured housing in our community, we can offer high quality housing to those who have been living in potentially unsafe conditions.

The new manufactured housing units will also be better insulated for the low winter temperatures between October and March which will help reduce heating and electricity costs for recipients. The structural integrity of the newly purchased units will also be a dramatic improvement over the old units; many residents who reside in these pre-1976 units fear that their roof will collapse during a heavy snow. Many risk health, safety, time, and/or finances to remove the snow from their units regularly throughout the winter. Additionally, the program will require recipients to have an appropriate concrete foundation or anchor for the mobile housing unit. This will protect the units from additional environmental hazards experienced in Valdez, such as mudslides, avalanches, and flooding.

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Enlarged Area

VICINITY MAP


Block Group 2

Block Group 1

Block Group 4

Block Group 3

Legend

 Individual lots with a manufactured / mobile home

Attachment A
Advancing Racial Equity
City of Valdez

Advancing Racial Equity

The 2020 Census listed the population of Valdez at 3,855. Of that population, 8% are Alaskan Native, 3% are Asian, with 2% identifying as Other. Data regarding how racial income statistics are stratified throughout the Valdez population is somewhat limited. However, 56% of Alaska Natives living in the community live below poverty levels, according to the 2020 Census. This is important because lower-income households are more financially vulnerable due to lower levels of cash on hand and may be disproportionately more likely to take on debt, including payday loans, and high-interest credit card debt in order to cover housing costs. Similarly, the 2020 Census shows the median household income for American Indian and Alaska Native's in our census area as only \$45,625.00 annually. The median income for Asian households in our census area is just \$36,094.00. In contrast, the median household income for White households in our census area is \$92,875.00 annually. By focusing on prioritizing low-income applicants and designing the Valdez Mobile Home Replacement Program to serve low-income community members, we are helping to further racial equity and provide economic opportunity to people of color in our community. By prioritizing by income, we will reach the community members with the greatest housing need.

In addition to income disparities by race, American Indian and Alaska Native households are less likely than white households to be owner-occupied. According to the 2020 Census, just 3.5% of American Indian and Alaska Native households are owner-occupied. The Valdez Manufactured Home Replacement program will enhance racial equity goals by providing our Indigenous community members with a path to homeownership through this program.

Through field studies completed by city staff, it has been verified that a large majority of mobile home residents (whether they own or rent) have average household incomes well below the Valdez average. It is therefore a reasonable assumption that given the fact that Alaskan Natives make up the largest demographic of individuals living below the poverty line – with incomes matching up to what was reported for those living in mobile or manufactured homes – that this project will significantly benefit Native Alaskans.

The City has worked hard and will continue to work hard to ensure that this grant application, the public comment period, and the execution of any grant award is done so in a manner that will equitably serve and benefit Native Alaskans and all minorities living in manufactured housing in Valdez. The City will be working closely with the Valdez Native Tribe to ensure that Native Alaskan residents are informed about the program and their potential eligibility. Resources will be provided verbally and in writing, in a language spoken and understood by each resident, to ensure inclusivity and racial equity.

The city intends to do extensive outreach to our community low-income members using a combination of door-to-door canvassing, tabling, and providing information through community service organizations such as the Valdez Emergency Assistance and Food Bank, the Alaska Housing Finance Corporation, the Valdez Native Tribe, Connecting Ties, Frontier Services, and the Valdez Senior Center, among others. Staff will work to provide accessible information via a variety of platforms to reach a diverse population, including those with disabilities and those with limited mobility and communication access.

A component of the PRICE-funded project will include tracking the number of applicants among racial minority groups in Valdez to ensure these individuals are adequately being served and revisions to the program structure may be made to ensure racial equity goals are being met. Additionally, the City will seek feedback from project partners, such as Valdez Native Tribe, to ensure those served by those partners are equally served by the City through this program.

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Attachment B
Affirmative Housing
City of Valdez

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Affirmative Marketing

A large percentage of Valdez’s minority populations occupy manufactured homes. To ensure that these communities – including the Black and Alaska Native or American Indian population – actively take advantage of the program that is funded through PRICE, the City will make a concerted effort to reach these minority populations. It will also include City representatives going directly to these individual homes to inform the residents about the program at hand.

The City will also work with local nonprofits that interact the most with these target groups, such as the Valdez Native Tribe, to enlist their help in reaching them. Additional outreach will include social media campaigns, notice(s) in the Valdez newsletter, discussions, and opportunity for public comment during City Council meetings, pop-up community events, information being distributed at the Valdez Food Bank, library and other public places, and more.

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Attachment C
Affirmatively Furthering Fair Housing
City of Valdez

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Affirmatively Furthering Fair Housing

The proposed project will be implemented in a manner that affirmatively furthers fair housing in compliance with the Fair Housing Act and all of its implementing regulations. Through an extensive and thorough community outreach and engagement process, the City will clearly identify all groups and individuals who may have barriers to opportunity (such as taking advantage of the proposed program), and address any inequity as needed. Minority groups and families are more likely than others to occupy mobile homes and manufactured housing, and particularly those units that were built pre-1976. The City will work hard to ensure that no resident faces any particular challenge because of their religion, familial status, disability, or other protected class when it comes to taking advantage of the project. This will include close collaboration with local nonprofits and cultural organizations to ensure outreach and awareness is effective in reaching all groups and individuals interested in participating in the program with a focus on low income, minority, and other populations that may have barriers to opportunity.

In 2009, the City of Valdez pass a resolution confirming its commitment to furthering fair housing (Resolution No. 09-57). The City has committed to preventing discrimination in the sale, rental, leasing, and/or financing of housing or land to be used for the construction of housing based on race, color, religion, sex, national origin, family status or handicap status. The city has also committed to assisting those that believe they were discriminated against in such a way to file an appropriate complaint. This resolution was produced publicly to ensure that all owners of real estate, developers, and builders should become aware of their respective rights and responsibilities under the Federal Fair Housing Law.

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text" value="05/17/2024"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="96-6000143"/>	* c. UEI: <input type="text" value="J4J1BXA95JA8"/>
--	--

d. Address:

* Street1:	<input type="text" value="212 Chenega Avenue"/>
Street2:	<input type="text" value="PO Box 307"/>
* City:	<input type="text" value="Valdez"/>
County/Parish:	<input type="text"/>
* State:	<input type="text" value="AK: Alaska"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="99686-0307"/>

e. Organizational Unit:

Department Name: <input type="text"/>	Division Name: <input type="text"/>
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text"/>	* First Name: <input type="text" value="Kate"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Huber"/>	
Suffix: <input type="text"/>	

Title:

Organizational Affiliation:

* Telephone Number: <input type="text" value="907-834-3401"/>	Fax Number: <input type="text"/>
---	----------------------------------

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

United States Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.024

CFDA Title:

*** 12. Funding Opportunity Number:**

FR-6700_N-99

* Title:

Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Competition

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Valdez Mobile Home Replacement Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="27,815,821.00"/>
* b. Applicant	<input type="text" value="1,900,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="29,715,821.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: _____ * Date Signed:

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: *First Name:
Middle Name:
*Last Name:
Suffix:

*Title:

*Applicant Organization:

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which

is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

*Signature:

Completed Upon Submission to Grants.gov

*Date:

Completed Upon Submission to
Grants.gov

DRAFT

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Number: 2501-0017
Expiration Date: 01/31/2026

Applicant/Recipient Information * UEI Number: * Report Type:

1. Applicant/Recipient Name, Address, and Phone (include area code):

* Applicant Name:
* Street1:
Street2:
* City:
County:
* State:
* Zip Code:
* Country:
* Phone:

2. Employer ID Number (do not include individual social security numbers):

* 3. HUD Program Name:

* 4. Amount of HUD Assistance Requested/Received: \$

5. State the name and location (street address, City and State) of the project or activity:

* Project Name:
* Street1:
Street2:
* City:
County:
* State:
* Zip Code:
* Country:

Part I Threshold Determinations

* 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. For further information see 24 CFR Sec. 4.3.

* 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR 4.9.

Yes No

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name:

* Government Agency Name:

U.S. Department of Housing and Urban Development

Government Agency Address:

* Street1: 451 7th Street S.W.

Street2:

* City: Washington, DC

County:

* State: Washington, DC

* Zip Code: 20410

* Country: USA

* Type of Assistance: Grant

* Amount Requested/Provided: \$

* Expected Uses of the Funds:

To purchase and install new manufactured homes in line with the PRICE competition

Department/State/Local Agency Name:

* Government Agency Name:

Government Agency Address:

* Street1:

Street2:

* City:

County:

* State:

* Zip Code:

* Country:

* Type of Assistance:

* Amount Requested/Provided: \$

* Expected Uses of the Funds:

Note: Use additional pages if necessary.

Add Attachment

Delete Attachment

View Attachment

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for assistance or in the planning, development, or implementation of the project or activity.

* Alphabetical list of all persons with a reportable financial interest in the project or activity (for individuals, give the last name first)

* Unique Entity ID

* Type of Participation in Project/Activity

* Financial Interest in Project/Activity (\$ and %)

	* Unique Entity ID	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %

2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

* Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)

City of Residence

* Type of Participation in Project/Activity

* Financial Interest in Project/Activity (\$ and %)

	City of Residence	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %

Note: Use additional pages if necessary.

Add Attachment

Delete Attachment

View Attachment

Certification

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, correct, and accurate.

Warning: If you knowingly make a false statement on this form, you may be subject to criminal and/or civil penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

* Signature:

* Date: (mm/dd/yyyy)

Completed Upon Submission to Grants.gov

Completed Upon Submission to Grants.gov

Instructions

Overview.

A. Coverage. You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity **and** you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance):

General. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's EIN, as appropriate, is optional. Individuals must not include social security numbers on this form.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. Recipients filing Update Reports should not complete this Part.

If the answer to **either** questions 1 or 2 is No, the applicant need not complete Parts II and III of the report but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD and any other source - that have been or are to be, made available for the project or activity. Non-government sources of Form HUD-2880 funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower). Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Unique Entity Identifier (UEI), for non-individuals, or city of residence, for individuals, for each organization and person listed is **optional**.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, or on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional

information required. Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.

4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.

5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

DRAFT

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
<input style="width: 100%;" type="text" value="City of Valdez"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 50px;" type="text"/>	* First Name: <input style="width: 200px;" type="text" value="Kate"/> Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 300px;" type="text" value="Huber"/>	Suffix: <input style="width: 50px;" type="text"/>
* Title: <input style="width: 250px;" type="text" value="Community Development Director"/>	
* SIGNATURE: <input style="width: 300px;" type="text" value="Completed on submission to Grants.gov"/>	* DATE: <input style="width: 200px;" type="text" value="Completed on submission to Grants.gov"/>

LOBBYING CERTIFICATION FOR ALL APPLICANTS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Authorized Official

5/17/2024 Date

Community Development Director Title

PRICE CERTIFICATIONS FOR ENTITLEMENT LOCAL GOVERNMENT APPLICANTS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

The Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (URA), and Residential Anti-displacement and Relocation Assistance Plan (RARAP) -- It will comply with the acquisition and relocation requirements of the URA (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24. It has in effect and is following a RARAP as required under 24 CFR part 42 in connection with any activity assisted with funding under either the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The submission of the PRICE application is authorized under state and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with PRICE funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

Build America, Buy America (BABA) – It will comply with Title IX, subpart A of the Infrastructure Investment and Jobs Act of 2021 (41 U.S.C. 8301 et seq.).

Public Participation – It is in full compliance with the PRICE streamlined public participation requirements found in Section VI.E of the PRICE NOFO.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with PRICE funds, it has developed its proposal to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The proposal may also include activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional PRICE Certification).
2. **Overall Benefit.** The aggregate use of PRICE funds shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons.
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with PRICE funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if PRICE funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with PRICE funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than PRICE funds. In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than PRICE funds if the jurisdiction certifies that it lacks PRICE funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K and R; and EPA's lead-based paint rules

(e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

Compliance with RFRA -- The grant will be conducted and administered in conformity with the requirements of the Religious Freedom Restoration Act (42 U.S.C. 2000bb) and 24 CFR 5.109, allowing the full and fair participation of faith-based entities.

Environmental Review -- It will comply with environmental review procedures and requirements at 24 CFR part 58.

Compliance with Laws -- It will comply with applicable laws.

_____ Signature of Authorized Official

_____ Date

City Manager of Valdez, Alaska _____ Title

Grant Application Detailed Budget Worksheet	OMB Approval No. 2501-0017 Expiration: 1/31/2026
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Detailed Description of Budget		
Analysis of Total Estimated Costs	Estimated Cost	Percent of Total
1 Personnel (Direct Labor)	104,230.80	0.4%
2 Fringe Benefits	0.00	0.0%
3 Travel	0.00	0.0%
4 Equipment	0.00	0.0%
5 Supplies and Materials	5,000.00	0.0%
6 Consultants	150,000.00	0.5%
7 Contracts and Sub-Grantees	0.00	0.0%
8 Construction	8,481,600.00	28.5%
9 Other Direct Costs	20,974,990.00	70.6%
10 Indirect Costs	0.00	0.0%
Total:	29,715,820.80	100.0%
Federal Share:		
Match (Expressed as a percentage of the Federal Share):		

Previous versions of HUD-424-CBW are obsolete.

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name:	City of Valdez
Applicant Address:	212 Chenega Avenue
	Valdez, Alaska 99686

Category				Detailed Description of Budget (for full grant period)							
	Estimated Hours	Rate per Hour	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
1. Personnel (Direct Labor)											
Community Development Director	360	\$62.26	\$22,413.60	\$22,414							
Senior Planner	360	\$47.57	\$17,125.20	\$17,125							
Planner	360	\$41.51	\$14,943.60	\$14,944							
Comptroller	360	\$47.57	\$17,125.20	\$17,125							
Economic Development Director	120	\$62.26	\$7,471.20	\$7,471							
Capital Facilities Director	120	\$76.37	\$9,164.40	\$9,164							
Project Manager	360	\$44.41	\$15,987.60	\$15,988							
Total Direct Labor Cost			\$104,231	\$104,231	\$0						
2. Fringe Benefits											
	Rate (%)	Base	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Community Development Director			\$0.00	\$0							
Senior Planner			\$0.00	\$0							
Planner			\$0.00	\$0							
Comptroller			\$0.00	\$0							
Economic Diversification Director			\$0.00	\$0							
Capital Facilities Director			\$0.00	\$0							
Project Manager			\$0.00	\$0							
Total Fringe Benefits Cost			\$0	\$0							
3. Travel											
3a. Transportation - Local Private Vehicle											
	Mileage	Rate per Mile	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
N/A											
Subtotal - Trans - Local Private Vehicle											
3b. Transportation - Airfare (show destination)											
	Trips	Fare	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
N/A											

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017

Expiration: 1/31/2026

Applicant Name: City of Valdez											
Subtotal - Transportation - Airfare											
3c. Transportation - Other	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
N/A											
Subtotal - Transportation - Other											
3d. Per Diem or Subsistence (indicate location)	Days	Rate per Day	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
N/A											
Subtotal - Per Diem or Subsistence											
Total Travel Cost											
4. Equipment (Only items over \$5,000 Depreciated value)	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
N/A											
Total Equipment Cost											
5. Supplies and Materials (Items under \$5,000 Depreciated Value)											
5a. Consumable Supplies	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Applications, fliers, etc.			\$5,000	\$5,000							
Subtotal - Consumable Supplies											
5b. Non-Consumable Materials	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
N/A											

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

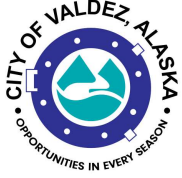
Applicant Name: City of Valdez											
Subtotal - Non-Consumable Materials											
Total Supplies and Materials Cost			\$5,000	\$5,000							
6. Consultants (Type)	Days	Rate per Day	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Grant Administration			\$150,000	\$150,000							
Subtotal - Consultants											
Total Consultants Cost			\$150,000	\$150,000							
7. Contracts and Sub-Grantees (List individually)											
7a. Contracts	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
N/A											
Subtotal - Contracts											
7b. Sub-Grantees (List individually)	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
N/A											
Subtotal - Sub-Grantees											
Total Contracts and Sub-Grantees Cost											
8. Construction Costs											
8a. Administrative and legal expenses	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Title transfer and lein fee.	140	115	\$16,100.00	\$16,100							
Legal Review	20	200	\$4,000.00	\$4,000							
Subtotal - Administrative and legal expenses											
			\$20,100	\$20,100							

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017

Expiration: 1/31/2026

Applicant Name: City of Valdez											
	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
8b. Land, structures, rights-of way, appraisal, etc											
N/A											
Subtotal - Land, structures, rights-of way, ...											
8c. Relocation expenses and payments											
Relocation payment to receiptent - within MHC	105	1000	\$105,000.00	\$105,000							
Relocation payment to receiptent - outside MHC	35	1000	\$35,000.00	\$35,000							
Hotel stay for receiptent (3 nights) - outside MHC	35	900	\$31,500.00	\$31,500							
Subtotal - Relocation expenses and payments			\$171,500	\$171,500							
8d. Architectural and engineering fees											
Develop prescriptive foundation and anchoring star	1	20000	\$20,000.00	\$20,000							
Subtotal - Architectural and engineering fees			\$20,000	\$20,000							
8e. Other architectural and engineering fees											
N/A											
Subtotal - Other architectural and engineering fees											
8f. Project inspection fees											
N/A											
Subtotal - Project inspection fees											
8g. Site work											
Subtotal - Site work											
8h. Demolition and removal											



Legislation Text

File #: 24-0251, **Version:** 1

ITEM TITLE:

Proclamation: Recognizing Marcie Robertson for 30 Years of Service with the City of Valdez

SUBMITTED BY: John Douglas, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

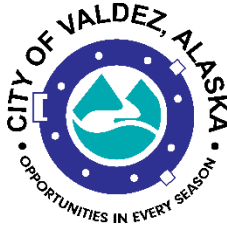
RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

In recognition of 30 years of service with the Parks & Recreation Department, we acknowledge, celebrate, and give thanks to Marcie Robertson.

As Marcie begins life in retirement we wish her and Wendy happiness and success in the next chapter in life.



PROCLAMATION

WHEREAS, Marcie Robertson began her career with the City of Valdez as a summer temporary worker in the role of lead swim instructor in 1987; and

WHEREAS, Marcie became a permanent full-time employee on July 9, 1990, serving as Parks and Recreation Supervisor until 2002; and

WHEREAS, Marcie rejoined the City in 2006, accepting the position of Parks Maintenance Supervisor; and

WHEREAS, over the course of a 30-year career Marcie has impacted the lives of Valdez residents by dedicating countless hours of time coaching, educating and officiating at numerous sports activities, as well as teaching children and adults to swim and be safe when recreating and working on and near the water; and

WHEREAS, Marcie has dedicated thousands of unsung hours to maintaining and grooming over 33 miles of Valdez trails, often in the early morning hours and on weekends; and

WHEREAS, Marcie and her team designed and constructed the Shana Anderson Dog Park, the archery range, the disk golf course, and the recently completed Veterans' Memorial Park; and

WHEREAS, Marcie has overseen and maintained the Valdez Cemetery and Pioneer Cemetery with great care, and provided compassion and comfort to family members in their time of need; and

WHEREAS, Marcie has contributed to the beauty and culture of Valdez with painted murals at the Library, City Hall, Pool, and U.S. Coast Guard Station; and

WHEREAS, Marcie has dedicated her time to teaching, mentoring, and training young people about the importance of hard work, stewardship, the value of hands on learning, and the importance of being an ambassador for the community; and

WHEREAS, Marcie's legacy will continue far after retirement, as future generations of Valdezians benefit from the groundwork laid throughout her tenure with the City.

NOW, THEREFORE, I, Dennis Fleming, Mayor of the City of Valdez, do hereby congratulate Marcie Robertson on her retirement and ask the citizens of Valdez to join the City Council and city employees in recognition of Marcie's 30 outstanding years of service to the community.

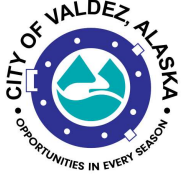
DATED this 18th day of June 2024.

ATTEST:

CITY OF VALDEZ, ALASKA

Sheri L. Pierce, MMC, City Clerk

Dennis Fleming, Mayor



Legislation Text

File #: 24-0257, **Version:** 1

ITEM TITLE:

Approval To Go Into Executive Session Re: Escaped Property Litigation

SUBMITTED BY: Jake Staser, City Attorney

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

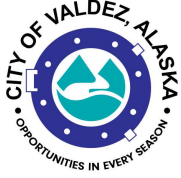
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SUMMARY STATEMENT:

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 #: 24-0225, **Version:** 1

ITEM TITLE:

Appointment of Vacant City Council Seat

SUBMITTED BY: Sheri Pierce, City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Following review and consideration of submissions, vote to appoint one of the applicants to fill the vacancy.

SUMMARY STATEMENT:

The election of Council Member Dennis Fleming to the office of Mayor in the municipal election on May 7, 2024 created a vacancy on the Valdez City Council. Valdez City Charter, Section 2.14, requires that the City Council fill the vacancy by appointment within 30 days.

The appointee must be a registered voter in the City of Valdez and have resided within Valdez City limits for at least one year.

To meet this requirement the City Council solicited letters of interest from the public.

4 letters were received by the deadline from the following community members (listed and attached in the order they were received):

- Sadie Blancaflor
- Mathew Brunton
- Clay Strickland
- Sharon Scheidt

Appointment of the member was postponed to the next regular meeting at the Tuesday, June 4, 2024.

Sadie Blancaflor

359 Jago St, Valdez, AK 99686 | (907) 831.0769 | mercedes.blancaflor@gmail.com |

City of Valdez – City Council Appointment
Attn: City Clerk Sheri Pierce
PO Box 307
Valdez, AK 99686

Dear City Clerk Sheri Pierce and the Valdez City Council:

With my nearly nine years of experience working with civic and governmental bodies, I am eager to contribute my expertise, dedication, and passion for the City of Valdez as a Council Member. I bring a wide array of skills to this role from my work as the Terminal Operations Project Manager for the Prince William Sound Regional Citizens' Advisory Council (RCAC), among which include stakeholder engagement, collaboration, and creative problem solving. In the evenings, I also teach at Prince William Sound College as an adjunct professor; this fall, I look forward to teaching Introduction to Physical Geography for our newest cohort of the Natural Resource Technician Program. I am eager to apply my effective communication skills and adaptability from these roles to my responsibilities on City Council.

Outside of work, I am deeply involved in various organizations, boards, and commissions for Valdez, and understand the unique challenges facing our community. I serve as Chair of the Library Board, where I collaborate with Library staff and other board members in running the Book Basket Auction, reviewing recent reports, and advocating for other library needs. I also serve as a Commissioner on the Economic Diversification Commission, where we engage in discussions with stakeholders about efforts to diversify Valdez's economy to new sectors.

Additionally, I am active at both the Elks Lodge and for my local Church Council. I serve as a Loyal Knight for the Elks Lodge. This summer, I will help coordinate our Steak Nights to raise funds for our scholarship program to continue to provide continuing education resources for recent Valdez high school students. At Epiphany Church, I serve as the Church Council Secretary, helping to coordinate meetings and provide outreach to our small parish.

As a recent graduate of Stanford University, one of my main interests in serving on City Council is addressing how to both attract and retain a younger demographic in Valdez. As referenced in the 2021 report issued by the Valdez Economic Diversification Commission, our population is rapidly aging – “over the past 11 years, those of prime working age (19-59) has decreased by nearly 2/3s.” As we look to the future of Valdez, our industries and their development are reliant on a strong and vibrant available workforce. I am eager to work on this and continue to develop it as a priority area for the City Council.

I am also a new homeowner in town and am deeply aware of the challenges of both finding and securing long-term housing in Valdez. I am well-aware of the way this issue presents difficulties for those seeking employment in Valdez, especially for the students I interface with in my role at the College who hope to stay post-graduation. I am eager to work on this with the Council as a priority area.

If selected for this role, I look forward to working closely with City Council to ensure our City's vision for residents – an “*environment of opportunity, sustained prosperity, and well-being for all people of Valdez.*” Thank you for your consideration for this role, and please feel free to reach out over the phone or email if I can answer any additional questions.

Sincerely,

Sadie Blancaflor

Letter of Interest – Valdez City Council

CoV Council:

I'm interested in serving on City Council. All of you but Joe Lally have heard from me extensively over the past three years as a constituent. That should suffice for judgement.

Mat Brunton
Robe River resident
Local small business owner

Elise Sorum-Birk

From: Elgin Strickland <stricky.cs@gmail.com>
Sent: Wednesday, May 29, 2024 8:55 AM
To: stricky.cs@gmail.com; Elise Sorum-Birk
Subject: Letter of Interest, Valdez City Council

Clayton Elgin Strickland
PO Box 2712
Valdez, AK 99686
stricky.cs@gmail.com
907-200-1045

5/29/2024

Sheri Pierce
City Clerk
City of Valdez
PO Box 307
Valdez, AK 99686

Dear Ms. Pierce,

I am writing to express my enthusiastic interest in the vacant seat on the Valdez City Council, with the term commencing on June 18, 2024, and concluding on May 20, 2025. Having dedicated significant time and effort to public service and leadership in various capacities within Valdez, I am eager to leverage my extensive experience to further contribute to our community's growth and well-being.

My involvement in local and civic organizations, including the Eagles Lodge, Auxiliary 1971, and Labor's Local 71, Public Employees, State of Alaska, has provided me with invaluable insights into the needs and concerns of our residents. These experiences have strengthened my commitment to enhancing community engagement and ensuring that our local governance reflects the values and needs of its constituents.

Professionally, my long-standing role as a Journeyman Operator at the Alaska Department of Transportation has equipped me with a robust understanding of the logistical and operational challenges associated with maintaining and improving infrastructure in our unique environmental conditions. Additionally, my extensive background working with Labor's Local 341, various contractors on the Trans-Alaska Pipeline Terminal, and as a General Foreman and oil spill responder for the Ship Escort Response Vessel System (SRVS) and TCC, has honed my expertise in managing critical response operations and labor coordination.

Historically, I also served as a Valdez representative on the Alaska Gasline Port Authority Board of Directors until its dissolution in November 2023. This experience enhanced my ability to collaborate with various stakeholders and government entities, enriching my perspectives on economic and environmental sustainability initiatives critical to our region.

I am particularly interested in this opportunity to serve on the City Council because it aligns with my passion for public service and my professional expertise in operations management, regulatory compliance, and community relations. I am committed to bringing my leadership skills, dedication to safety and efficiency, and a collaborative spirit to the council, ensuring that we capitalize on opportunities and navigate challenges with foresight and integrity.

I am eager to bring my background in public works, community service, and policy development to the Valdez City Council. I look forward to the possibility of discussing in further detail how I can contribute to our community's success.

Thank you for considering my application. I am excited about the opportunity to make a meaningful impact on the future of Valdez.

Sans Mal,

Clayton Elgin Strickland

May 29, 2024

Mayor Fleming and Valdez City Council:

At the request of the Council, I am submitting my letter of interest in serving on the Valdez City Council for a one-year term, to fill the vacancy left by Council member Fleming upon being elected Mayor.

I am well-suited for this role, bringing approximately 23 years of experience. Notably, I have most recently held the position of Mayor of Valdez since 2020, and was a Council member from 2019 until becoming Mayor. Prior to these roles, I contributed to various City of Valdez, Mayoral, and community committees, task forces, and work groups. My previous experiences focused on tourism, economic development, beautification, and energy.

In addition to my experience, I bring a wealth of knowledge about City of Valdez and community issues, departments, budgeting, processes, history, and strategic goals and initiatives.

I believe my special skills are: carefully considering all sides of issues, looking for creative solutions to problems, advancing important initiatives, communications, galvanizing people around a common goal, and good old fashioned roll-up-your-sleeves hard work.

I am seeking appointment because I care about Valdez. I believe in the strategic priorities this Council has set and appreciate how hard the team is working to achieve important goals for the community. I also know how challenging it can be to onboard someone new, especially if their commitment may be for only one year.

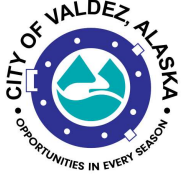
I am committed to bringing my history, experience, knowledge, and skills to the Council, for one more year as a Council Member. If the Mayor and Council believe this would be beneficial, I am happy to be of service.

I will be out of town for the June 4 meeting, but happy to answer any questions you have in advance. Please feel free to reach out.

Respectfully,



Sharon Scheidt



Legislation Text

File #: 24-0253, **Version:** 1

ITEM TITLE:

Approval of Municipal Naming, Monument, and Sponsorship Policy

SUBMITTED BY: Ken Wilson, Parks and Recreation Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Municipal Naming, Monument, and Sponsorship Policy

SUMMARY STATEMENT:

The purpose of this policy is to:

Establish criteria and formal procedures for consideration of

- Naming on public facilities and outdoor space
- Placement of monuments, statues, and public art
- Placement of memorial park benches, trees, and bricks

To recognize individuals, groups or organizations that have made significant contributions to the City of Valdez



Policy Number:	6200-01		
Policy Name:	Municipal Naming, Monument, and Sponsorship Policy		
Adoption Date:		Revision Date:	
Approved By:		Expiration Date:	

1. Scope

This is a city-wide policy that applies to all employees and departments who will be a part of naming public facilities and outdoor spaces, in addition to overseeing placement of monuments, statues or public art, and memorial park benches.

2. Purpose / Background

The purpose of this policy is to establish criteria and formal procedures for consideration of the naming of public facilities and outdoor spaces. This policy will also establish procedures for the placement of monuments, statues, public art, and memorial park benches, as well as event and activity sponsorship. In doing so this policy will maintain integrity, encourage philanthropic giving while acknowledging public investments, and to safeguard against unwanted commercialization of City assets.

3. Policy

Naming of public facilities and placing monuments, statues, public art, and memorial park benches shall engender a strong positive image consistent with the city’s goals and values. It should have historical, cultural, or social significance alongside broad public support. And it should commemorate places, people or events that are of continues importance to the city, community, region, or state.

4. Procedures

Consideration of requests for naming of public facilities and outdoor spaces, as well as the placement of monuments, statues, public art, and memorial park benches will include the following:

1. Submittal request
2. Sub-committee review
3. Sub-committee recommendation
4. City Council review

5. Limitations / Approvals / Responsibilities

The policy states that City Council retains sole authority to name city owned land, buildings, and facilities, and allow installation of a monument, statue or public art. Parks Recreation and Cultural Services accepts and reviews memorial bench donation requests and assigns to the appropriate department.

Renaming

Renaming of parks and facilities is strongly discouraged and will be subject to the most careful examination. City Council has complete discretion to remove or rename a property.

6. Definitions

City Assets: Tangible or intangible items of value that are owned or created by the City including but not limited to both City facilities and City-owned land

City Facility (included in City Assets): Any part of real property or structure owned by the City including, but not limited to parks, libraries, Recreational Facilities buildings, parking facilities, interior or ancillary features that are a part of, or within, a larger facility and other City facilities.

Monument or Statue: a structure erected to commemorate a famous or notable person or event.



City of Valdez
Parks, Recreation
P.O. Box 307
Valdez, Alaska 99686



MUNICIPAL NAMING, MONUMENT AND SPONSORSHIP POLICY GUIDE

**PUBLIC FACILITIES + OUTDOOR SPACES, MONUMENTS,
STATUES + PUBLIC ART EVENT + ACTIVITY SPONSORSHIP**

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PURPOSE

The purpose of this policy is to establish criteria and formal procedures for consideration of the naming of public facilities and outdoor space; the placement of monuments or statues, public art, and memorial park benches; and event and activity sponsorships to recognize individuals, groups or organizations that have made a significant contribution to the City of Valdez. This policy shall guide the City Council in approving these recognition opportunities to ensure a thorough and formal review of each request.

This policy outlines criteria, conditions, and procedures to maintain integrity, encourage philanthropic giving while acknowledging public investments, and to safeguard against unwanted commercialization of City Assets. Consideration will include the specific name(s) of public facilities and outdoor space, the specific placement of statues and/or monuments on City-owned land, sponsorship opportunities, and the duration of each relationship.

GENERAL INFORMATION

Definitions

The following definitions will apply for this policy:

City Assets: Tangible or intangible items of value owned or created by the City, including but not limited to City facilities and City-owned land.

City Facility (included in City Assets): Any part of real property or structure owned by the City including, but not limited to, parks, libraries, Recreational Facilities buildings, parking facilities, interior or ancillary features that are a part of, or within, a larger facility and other City facilities.

Civic Organizations: Any local service club or association not organized for profit but operated exclusively for education or charitable purposes.

Commission: Commission as defined by the City of Valdez.

Donation or Gift: A monetary (cash) contribution, endowments, personal property, real property, financial securities, equipment, in-kind goods or services, or any other City Asset that the City has accepted and for which the Donor has not received any goods or services in return.

Donor: A person or other legal entity that proposes or provides a Donation to the City.

Funding: Financial or in-kind resources to provide funding that might result in Naming or Renaming.

Naming: The selection and approval by the city for the initial Naming of a City Asset within the public right of way.

Monument or Statue: A structure erected to commemorate a famous or notable person or event.

Renaming: The selection and approval by the City for a new name of an existing City Asset.

Sign Ordinance: The City's sign regulations contained in the City of Valdez ordinance.

Sponsorship: A contractual arrangement for a defined period of time where a third party provides goods, services or financial contribution in return for access to the commercial/marketing potential associated with rights to be publicly denoted as being a sponsor of a city service, program, event, activity or sub-component of a City Asset and/or rights for the inclusion and public display of the third party's name as part of the name of a city service, program, event, activity or sub-component of a City Asset.



NAMING OF PUBLIC FACILITIES + OUTDOOR SPACE

Purpose

To establish formal policies as a guide to the City Council in considering appropriate names for city-owned land, buildings, and facilities (City Asset); whether and under what circumstances such land, building, and facilities should be named or renamed in honor of an individual; and the duration of Naming rights of city-owned land, buildings, and facilities.

This policy is in place to ensure the following:

- The Naming of public facilities and outdoor spaces enhances a sense of community within the city.
- Parks and recreational areas are easily identified and located.
- Names given are consistent with the values and characteristics of the City of Valdez.
- Assure the quality of the title/name so that it will permanently serve the City's purpose.
- Encourage public participation and input to fully represent the best interest of the area affected.
- Encourage and recognize the dedication of lands, or donations by individuals or groups.

Guiding Principles

In considering proposals for the Naming or Renaming of a city-owned public facility or outdoor space, the city will consider whether the proposed name will:

- Engender a strong positive image consistent with the city's goals and values.
- Be appropriate relative to the City Asset's location and/or history.
- Have historical, cultural, or social significance for future generations.
- Commemorate places, people, or events that are of continued importance to the city, community, region, or state.
- Have symbolic value that transcends its ordinary meaning or use and enhances the character and identity of the City Asset.
- Names that have recognizable geographic, topographic, or historical significance associated with Valdez. In assessing this type of name, the City Council will consider the recommendations from different bodies such as, the Parks & Recreation, Planning and Zoning, and Ports & Harbor Commissions.
- Have broad public support.
- Not result in the excessive commercialization of the City asset.

Guidelines

The City Council will consider requests for the Naming of public facilities and outdoor spaces whether submitted by City Council members, city staff, city agencies, civic organizations, or community members.

City-owned land, buildings, and facilities may be named in honor of persons who have served the nation, the State of Alaska, and/or the City of Valdez in an exceptional and distinguished manner, and where such action is warranted by a contribution or service which is deemed to be of major significance. In assessing this honor, the City Council will consider the recommendations from different bodies such as, the applicable City commission(s) or local interest groups.

City-owned land, buildings, and facilities may be named after individuals or families who have donated the land or funds for a capital project, particularly if such naming is set forth as a condition of the donation. Additionally, the City Council may approve the naming of city-owned land, buildings, or facilities based on an organization or individual's monetary contribution to the city for that purpose. The funds from that contribution may be used for any purpose deemed appropriate by the City Council unless there is a specified use as a condition of

the contribution. The duration of the name is on a case-by-case basis at the discretion of the City Council unless otherwise set forth as a condition of the contribution approved by the Council.

The names of city-owned land, buildings and facilities shall not normally be named in honor of individuals when they have previously been named for another individual. However, if the Council deems it appropriate, they may vary from the guideline on a case-by-case basis.

When appropriate, parks, trails, and facilities can be named after the land's predominant geographical or physical features. These may include natural or artificial features. Different public facilities and outdoor space sections may carry names that differ from that of the overall park or facility. This may include naming individual items in a park or facility such as a meeting room. However, the guidelines outlined in this guide shall still apply in the selection and adoption of the name.

Review Procedure

Consideration of requests for the Naming of public facilities and outdoor space will include the following:

1. **Submittal Request.** Letter requests for naming City-owned land, buildings, and facilities shall be filed with the City Clerk. Letters shall include a clear justification for the request, including qualifying information, as outlined below.
2. **Sub-committee Review.** Upon review by the City Manager and if the request warrants further investigation, it will be presented to the City Council to consider designating a sub-committee consisting of two (2) City Council Members to provide a detailed analysis and recommendation. The Council may also direct any applicable commission to create a sub- committee to assist in the review further.
3. **Sub-committee(s) Recommendation.** The sub-committee(s) will present their recommendations to the applicable body, followed by the City Council for a formal review. If the Sub-committee recommends approval, it will also provide a written statement to be preserved as to who the individual is/was and why the naming is taking place.

4. **City Council Review.** The City Council will determine the naming or renaming of City-owned land, buildings, and facilities at regularly scheduled meetings. The City Council's decision will be final.
 - a. In the case the Council denies the request; no further action is taken.
 - b. If the request is approved, staff will begin implementing the naming of the public facility or outdoor space by executing a formal agreement.

Qualifying Names and Criteria

The review and selection of names will follow an extensive and exhaustive review of several factors. The following will be considered as part of this review:

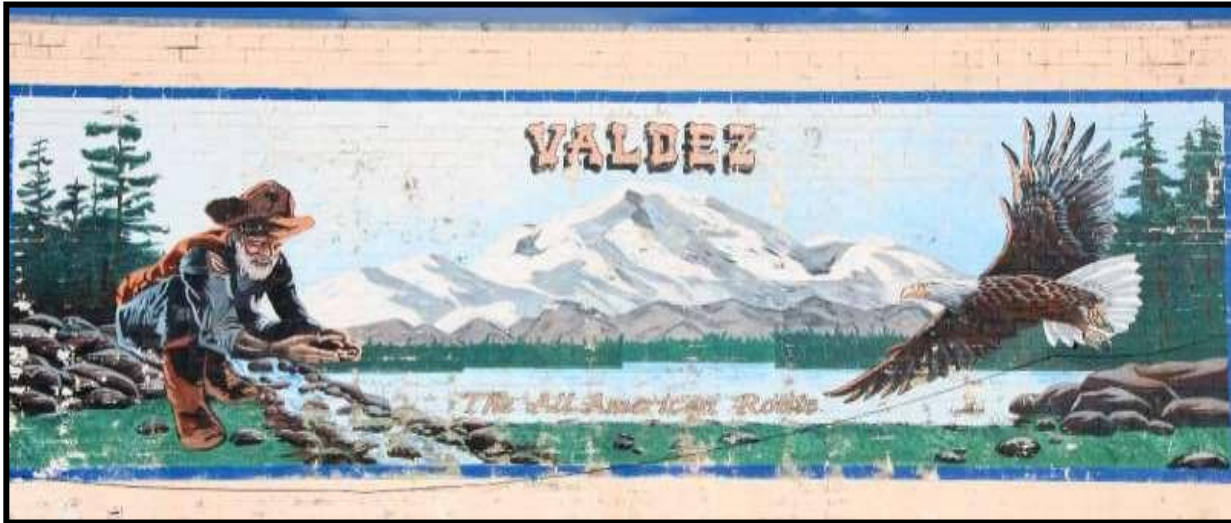
- Geographical location of the facility or outdoor space including descriptive names.
- An outstanding area feature (i.e. hill, vegetation).
- Commonly recognized subjects of historical significance such as an event, person, group, culture, or place.
- A person or group who significantly contributed to the acquisition or development of the park/facility.
- An individual who provided exceptional service in the interest of the park system as a whole or for the community as a whole.
- A person whose contribution or significant gift is of a most extraordinary nature.
- Parks and facilities donated to the City can be named by deed restriction by the donor.

Additionally, naming may be considered based on the provision of significant funding that underwrites the cost of renovation or construction of city property. Financial underwriting shall be defined as substantial monetary contributions enabling the City to acquire, maintain, and/or improve City Assets. This may include monetary Gifts and/or grants that leverage federal, state, and local funding for such projects or complete donation of land.

Renaming

The intent of naming a public facility or outdoor space is intended for permanent recognition. Therefore, the renaming of parks and facilities is strongly discouraged. Requests for the renaming or removal of the name of an already named public facility or outdoor space will be subject to the most careful examination not to diminish the original justification for the name or discount the value of the prior contributors. Notwithstanding the preceding language, and unless restricted by

an agreement with a donor, the City Council has complete discretion to remove a name or rename a property.



MONUMENTS, STATUES + PUBLIC ART

Purpose:

To establish formal policies as a guide to the City Council in considering the placement of a monument, statue or public art on City-owned land, including city facilities and outdoor spaces; whether and under what circumstances a desired location would be best suited for the placement of a statue, monument and/or public art in honor of an individual or family; and the duration of this placement of a Statue, monument, and/or public art.



Memorial park benches are not included in this policy. They are administered by the Parks Recreation and Cultural Services Department and should be contacted directly for further details. The Community Development Department oversees the placement of monuments, statues and public art on private property.

Guiding Principles

In considering proposals for the placement of a monument, statue, or public art on City-owned land, including City facilities and outdoor spaces, the City will evaluate whether the monument or public art piece:

- Engenders a strong positive image consistent with the City's goals and values.
- Have historical, cultural, or social significance for future generations.
- Commemorate places, people, or events that are of continued importance to the City, community, region, state, or nation.
- Have symbolic value that transcends its ordinary meaning or use and enhances the character and identity of the City asset.
- The location of the monument, statue, or public art piece is significant in some measurable way to the individual or image depicted.
- The individual or image depicted in the art piece has recognizable geographic, topographic, or historical significance associated with Valdez. In assessing this type of name, the City Council will consider the recommendations from different bodies, such as the Parks & Recreation, Community Development, or Ports and Harbor Commissions.
- Have broad public support and not result in the excessive commercialization of the City asset.

Guidelines:

The City Council will consider the placement of statues, monuments, or public art whether submitted by City Council members, City staff, City departments, civic organizations, or community members.

Placement of a statue, monument or public art should have recognizable geographic, topographic, or historical significance associated with Valdez. In assessing this placement location, the City Council will take into consideration the recommendations from different bodies, such as the applicable City Commission(s) or local interest groups. Placement may be in honor of persons who have served the nation, the State of Alaska, and/or the City of Valdez in an exceptional and distinguished manner; and where such action is warranted by a contribution or service deemed of major significance.

Placement of a statue, monument, or public art in honor of a deceased person shall generally not take place until after a minimum of one-year waiting period unless the City Council determines there are overriding considerations deviating from this policy guideline. This policy guideline is not intended in any way to reflect on the merits of any deceased individual who may have been a prominent civic leader. However, it is felt appropriate to establish some waiting period to ensure that an individual's accomplishments or contributions will stand the test of time, and that a decision shall not be made on an emotional basis immediately following a person's death.

A statue and/or monument may be named after individuals or families who have donated the land or funds for the capital project, particularly if such naming is set forth as a condition of the donation. The City Council may approve the placement of a statue and/or monument based on an organizations or individual's monetary contribution to the City for that purpose. The funds from that contribution may be used for any purpose deemed appropriate by the City Council unless there is a specified use as a condition of the contribution. The duration of the name is on a case-by-case basis at the discretion of the City Council unless otherwise set forth as a condition of the contribution approved by the Council.

Review Procedure

Consideration of requests for the placement of a Monument, Statue or public art on City-owned land, including city facilities and outdoor spaces, will include the following:

1. **Submittal of Request.** Letter requests for naming of City-owned land, buildings and facilities shall be filed with the City Clerk. Letters shall include a clear justification for the request, including qualifying information, as outlined below.
2. **Subcommittee Review.** Upon review by the City Manager, and if the request warrants further investigation, it will be presented to the City Council to consider designating a subcommittee consisting of two (2) City Council Members to provide a detailed analysis and recommendation. The Council may also direct any applicable commission to also create a sub-committee to further assist in the review.
3. **Subcommittee(s) Recommendation.** The subcommittee(s) will present their recommendations to the applicable body, followed by the City Council for a formal review. If the subcommittee recommends approval, it will also provide a written statement to preserve who the individual is/was and why the naming is taking place.
4. **City Council Review.** The City Council will make its determination as to the placement of a statue, monument, or public art on City-owned

land including City facilities and outdoor spaces at regularly scheduled meetings. The decision of the City Council will be final.

- a. In the case the request is denied by the Council, no further action is taken.
- b. If the request is approved, staff will begin implementing the Naming of the public facility or outdoor space by executing o a formal agreement.

Signage

Donor or naming acknowledgement is permitted but must be approved by the City Council before installation. This approval will include reviewing the size, subject matter, overall sign design, materials, location, and placement. Signage shall comply with the Sign Ordinance (HBMC 17.50) and adhere to the City's official logo and branding guidelines. Additionally, the following criteria must also be followed:

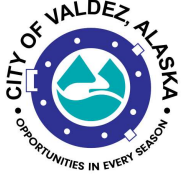
- Any physical form of recognition shall not interfere with visitor use or routine operations.
- The form of any on-site recognition shall:
 - Be of appropriate size and color within the design scheme of the facility, monument, statue, or public art piece;
 - Not dominate the sign in terms of scale or color; and
 - Not detract from surroundings or any interpretive messages.

The use of corporate logos and i emblems on recognition signs will be considered by the City Council for formal approval before installation.



Municipal Naming, Monument and Sponsorship Quick Glance

	APPROVAL
NAMING OF PUBLIC FACILITIES AND OUTDOOR SPACES	City Council retains sole authority to name City-owned land, buildings, and facilities.
PLACEMENT OF MONUMENTS, STATUES, OR PUBLIC ART	City Council retains sole authority to allow the installation of a monument, statue, or public art to honor or memorialize a person or family or to celebrate the culture of the community.
SPONSORSHIP OF CITY EVENTS OR ACTIVITY	The City Manager retains authority to allow for the sponsorship of City-operated programs. If deemed necessary by the City Manager, the sponsorship opportunity would be taken to the City Council for final approval.
MEMORIAL BENCH DONATION PROGRAM	The PRCS department accepts, reviews, and administers memorial bench donation requests.



Legislation Text

File #: 24-0254, **Version:** 1

ITEM TITLE:

Approval of City of Valdez Annual Property and Casualty Insurance Renewal for the Period Beginning July 1, 2024 in the amount of \$979,713

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: \$979,713

Unencumbered Balance: \$490,533

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, 2024 for the City of Valdez

SUMMARY STATEMENT:

- Policy-Year (July-June) Premium Comparison
 - Property/Auto/General Liability: increase \$121K, 23%
 - Workers Comp: decrease \$39K, -17%
 - Broker Fee: unchanged \$36K, 0%
 - Discounts: decrease \$14K, -45%
- 2024 Budget to Actual-Estimate Comparison
(adopted budgets span two insurance policy-years, and reflect half of each)
 - Property/Auto/General Liability: estimate is currently \$15K over budget
 - Workers Comp: estimate is currently \$37K under budget
 - Broker Fee: budget matches estimate
- City of Valdez/Valdez City School District Renewal:

- Page 4 Table titled “City-AMLJIA” reflects Premium Summary
- Page 5 Table titled “City-APEI” for reference
 - APEI is currently a separate non-profit public entity risk pool available to the City, however, a formal merger with AMLJIA is nearing reality potentially creating a larger single risk pool for City of Valdez and public entities across the state.
- City of Valdez and Valdez City School District share portions of this renewal for cost efficiency
 - A separate document titled “Valdez City School District Brokerage Services Proposal” is the VCS Insurance Renewal and attached for reference
- City’s insurance broker will be attending during the Council meeting to provide background information and field questions

*City of Valdez
Valdez City School District*

BROKERAGE SERVICES PROPOSAL

*Effective
From: 07/01/2024 To: 07/01/2025*

Presented by:

David R. Hale, President
&
JoAnna Lewis, Account Executive



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 07/01/2024 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 06/23/2024.

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.

Client Service Team

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

David Hale
President
david@hale-ins.com

Brittany Hale Sokolow
Vice President
brittany@hale-ins.com

JoAnna Lewis
Account Executive
joanna@hale-ins.com

Michael Hale
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michael@hale-ins.com

Nancy Harcourt
Account Executive
nancy@hale-ins.com

Shana Pilkinton
Account Executive
shana@hale-ins.com

Tabatha Wilson
Account Executive
tabatha@hale-ins.com

Arianna Nocon
Account Manager
arianna@hale-ins.com

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

	City - AMLJIA		
	2024-25	2023-24	Change
Liability Coverage	AML/JIA	AML/JIA	
GL & Public Officials	\$112,385	\$91,197	\$21,188
Workers' Compensation	\$195,562	\$234,632	(\$39,070)
Business Auto	\$47,416	\$44,578	\$2,838
Mobile Equipment (Drone)	\$195	\$195	\$0
Police Professional	\$69,074	\$22,600	\$46,474
Loss Control Discount	(\$16,291)	(\$10,153)	(\$6,138)
3-Year Agreement	\$0	(\$19,660)	\$19,660
Sub Total	\$408,341	\$363,389	\$44,952
Marine			
Zurich American	\$100,200	\$100,200	\$0
Property & Boiler & Machinery			
Affiliated FM Ins.Co.	\$424,754	\$374,085	\$50,669
Public Employee Crime	\$5,418	\$5,418	\$0
Bonds (est.)	\$5,000	\$5,000	\$0
Brokerage Fee	\$36,000	\$36,000	\$0
Grand Total	\$979,713	\$884,092	\$95,621

<u>City:</u>	<u>Renewal:</u>	<u>Renewal:</u>
Reported Payroll:	\$12,713,210	\$12,452,005
Auto Count:	88	83
Workers' Compensation Experience Mod:	0.84	0.91
Marine: Est Gross Receipts	\$1,900,000	\$1,900,000
Property Values:	\$278,349,373	\$258,917,675
Property Loss Limit:	\$90,000,000	\$90,000,000
Property Rate per \$100 values	\$0.196	\$0.186
Total Property Premium (City + S.D.):	\$553,662	\$490,119

Optional Terrorism Insurance Coverage:

Marine: Premium shown includes additional premium charge of \$1,800
Property: Premium shown includes additional premium charge of \$8,000.

Optional Deductibles & Premium for Police Professional Liability:

Police Professional Liability with a \$10,000 Deductible: \$55,376 (\$13,698 Savings)
Police Professional Liability with a \$25,000 Deductible: \$45,787 (\$23,287 Savings)

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

	City - APEI		
	2024-25	2023-24	Change
Liability Coverage	APEI	AML/JIA	
GL & Public Officials	\$580,658	\$91,197	\$489,461
Workers' Compensation	\$222,565	\$234,632	(\$12,067)
Business Auto	\$56,796	\$44,578	\$12,218
Mobile Equipment (Drone)	\$95	\$195	(\$100)
Police Professional	Inc	\$22,600	(\$22,600)
Loss Control Discount	\$0	(\$10,153)	\$10,153
3-Year Agreement	\$0	(\$19,660)	\$19,660
Sub Total	\$860,115	\$363,389	\$496,726
Marine			
Zurich American	\$100,200	\$100,200	\$0
Property & Boiler & Machinery			
Affiliated FM Ins.Co.	\$424,754	\$374,085	\$50,669
Public Employee Crime	\$5,418	\$5,418	\$0
Bonds (est.)	\$5,000	\$5,000	\$0
Brokerage Fee	\$36,000	\$36,000	\$0
Grand Total	\$1,431,487	\$884,092	\$547,395

<u>City:</u>	<u>Renewal:</u>	<u>Renewal:</u>
Reported Payroll:	\$12,735,210	\$12,452,005
Auto Count:	88	83
Workers' Compensation Experience Mod:	0.84	0.91
Marine: Est Gross Receipts	\$1,900,000	\$1,900,000
Property Values:	\$278,349,373	\$258,917,675
Property Loss Limit:	\$90,000,000	\$90,000,000
Property Rate per \$100 values	\$0.196	\$0.186
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Optional Deductibles & Premium for Police Professional Liability:

Police Professional Liability with a \$10,000 Deductible: \$55,376 (\$13,698 Savings)
Police Professional Liability with a \$25,000 Deductible: \$45,787 (\$23,287 Savings)

***City of Valdez
AMLJIA Package***



FY 2025 NOTICE OF DEPOSIT CONTRIBUTION

City of Valdez

Jordan Nelson (Finance Director)
PO Box 307
Valdez, AK, 99686 Fax: (907) 835-2992
Phone (907) 835-4313

Broker: David Hale
Brokerage Firm: Hale & Associates
Phone (907) 456-667 Fax (907) 452-5214
Joined AMLJIA: 7/1/1996

ANNUAL CONTRIBUTION

1. GENERAL LIABILITY

General Liability Limits:	\$15,000,000	\$112,385
General Liability Deductible:	\$0	
Reported Payroll:	\$12,713,210	
Average Daily Membership (School only)	0	
General Liability Broker Fees:	\$0	

2. PUBLIC OFFICIALS LIABILITY / School Leaders E and O

Included in General Liability

3. WORKERS' COMPENSATION

Reported Payroll:	\$12,713,210	\$195,562
Workers' Comp Broker Fees:	\$0	

4. AUTO LIABILITY

Auto Liability Limits:	\$15,000,000	\$18,920
Auto Liability Deductible:	\$0	
Auto Liability Broker Fees:	\$0	
Total Number of Vehicles:	88	\$28,496
Scheduled Values:	\$4,375,477	
Comp. and Collision Premium:		
Comp. and Collision Broker Fees:	\$0	

5. PROPERTY

Deductibles and Rates are listed on your Property Detail Report

Total Values:	\$0	\$0
Total Mobile Equipment Values:	\$39,000	
Mobile Equipment Broker Fees:	\$0	\$195
Property Broker Fees:	\$0	

Earthquake and Flood Coverage: (see Property Detail Report for coverage and limits.)

6. POLICE PROFESSIONAL LIABILITY

PPL Limits:	\$15,000,000	\$69,074
PPL Deductible:	\$0	
PPL Broker Fees:	\$0	
Reported Police Payroll:	\$1,522,000	\$0
Accreditation Discount Percent:	0%	

THIS IS NOT A BILL - Actual Invoices are sent out June 2024

807 G Street, Suite 356
Anchorage, Alaska 99501

Tel: 907.258.2625
Fax: 907.279.3615

Toll Free: 1.800.337.3682
www.amljia.org

7. TOTAL ENHANCEMENT CONTRIBUTION		\$0
Crime Coverage Limits:	\$100,000	
EC Broker Fees:	\$0	
Loss Control Incentive Program Discount:		(\$16,291)
Rate Stabilization Fund Used:		\$0
TOTAL CONTRIBUTION		\$408,341

THIS IS NOT A BILL - Actual Invoices are sent out June 2024

FY 2025 GENERAL LIABILITY DETAIL REPORT

City of Valdez

GL Limits:	\$15,000,000	GL Deductible:	\$0
GL Rate	\$0.531	GL Variable	\$0
POL/E and O Rate	\$0.353	GL Contri.	\$67,507
ADM*	0	POL/E and O Contri.	\$44,878
<i>*School Districts Only</i>		Base GL Contribution	\$112,385
Total Payroll	\$12,713,210	GL Broker Fee	\$0
GL Experience Modifier	0.742	General Liability Contribution	\$112,385

FY 2025 WORKERS' COMPENSATION DETAIL REPORT

21-May-24

City of Valdez

Code	Description	# Vol	Payroll	Rate	Contribution
9410	General Municipal Employees	0	\$0	\$1.82	\$0
9403	Refuse	0	\$520,428	\$4.58	\$23,836
9154	Theater NOC - Operations and Management Staff	0	\$320,325	\$1.23	\$3,940
9102	Parks/Recreation/Ice Rinks	0	\$692,046	\$2.76	\$19,100
9015	Building/Maintenance/Operations	0	\$624,159	\$2.48	\$15,479
8831	Animal Control Officer	0	\$221,660	\$1.14	\$2,527
8810	Clerical/Professional Employees	0	\$6,021,346	\$0.21	\$12,645
7720	Police Officers/Public Safety	0	\$1,590,378	\$2.33	\$37,056
7711	Fire Fighters and Drivers - Volunteers	11	\$0	\$3.58	\$788
7710	Fire Fighters and Drivers	0	\$1,015,742	\$3.58	\$36,364
7580	Sewage Disposal Plant	0	\$240,668	\$2.10	\$5,054
7520	Water Works	0	\$240,668	\$1.86	\$4,476
6836	Harbor Employees	0	\$601,820	\$2.63	\$15,828
5509	Street/Road Excavation/Paving	0	\$623,970	\$2.96	\$18,470

WORKER'S COMPENSATION CONTRIBUTION CALCULATION

Total Payroll	\$12,713,210	WC Variable	\$0
WC Experience Modifier	0.84	Base WC Contribution	\$195,562
Employee Federal ID #	926000143	WC Broker Fee	\$0
Total WC Contribution		\$195,562	

FY 2025 AUTOMOBILE LIABILITY/COMP AND COLLISION DETAIL REPORT

21-May-24

City of Valdez

Veh#	Year	Make	Model	Serial/Vin#	Value	C/C ?	C/C Ded.	C/C Rate	C/C Contri.	AL Contri.	Date Start	Date End
402748	2014	Chevrolet	3500 Express	1GB0G2CG8E1117220	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402758	2015	GMC	Sierra	1GD421CG2FF511026	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402741	2012	Ford	F350	1FDRF3H60CEC56139	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402742	2012	Ford	F350	1FT8W3B67CEC31697	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402743	2012	International	Truck W/ STELLAR	1HTWCAAR4CJ086628	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
403589	2012	Pierce	Pumper/Velocity Chassis-E4	4P1CV01D2CA012625	\$595,526	Yes	\$500	\$1.50	\$4,466	\$215	7/1/2024	7/1/2025
402744	2013	Ford	Escape	1FMCU9GX5DUC80517	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402745	2013	Ford	Escape	1FMCU9GX7DUC80518	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402746	2013	Ford	F350	1FT8W3B68DEB30282	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402739	2012	Ford	F250	1FT7X2B65CEC31698	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
403590	2013	Peterbilt	Tanker Truck-T4	1NPTL4EX1DD201110	\$399,915	Yes	\$500	\$1.50	\$2,999	\$215	7/1/2024	7/1/2025
402738	2012	Ford	Expedition	1FMJK1J50CEF05697	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402749	2014	Ford	F150	1FTFX1EF7EKE73902	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402750	2015	Chevrolet	Silverado	1GB3KYCG4FF556594	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402751	2015	Chevrolet	Tahoe 1500	1GNSK3EC7FR295049	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402752	2015	Chevrolet	Tahoe 1500	1GNSK3EC8FR296386	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402753	2015	Ford	Crew Cab	1FT8W3B66FED18236	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402754	2015	Ford	Escape	1FMCU9GX6FUC13850	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402755	2015	Ford	Escape	1FMCU9GX8FUC13851	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402756	2015	Ford	F250	1FT7X2B64FED18237	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402719	1997	Ford	Pickup F350	42814	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402747	2013	International	Vactor 2100 Plus	1HTWNAZT3DJ296200	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402730	2009	Elgin/NISSIAN	Sweeper	JNAPC81L79AF75061	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402720	2003	Ford	Expedition	98198	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402721	2003	North Star	Murv	64751	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402722	2004	Ford	F150 Pickup	63723	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402723	2006	Ford	Expedition	1FMPU165X6LA31836	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402724	2006	Ford	F250 Super Duty	54058	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402725	2007	Ford	Ambulance	42858	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402726	2008	Ford	F350	1FTWX315X8EC22318	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025

402727	2008	Ford	F550	1FDAX57Y58EE24941	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402740	2012	Ford	F350	1FD8X3G6XCEC98795	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402729	2008	Peterbilt/Heil	Front End Loader w/ Hopper	18458	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402759	2015	GMC	Sierra 3500	1GD521CG0FZ128981	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402731	2009	Ford	F150	1FTVX14V99KC73453	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
404140	2009	Peterbilt	Fire Truck-T3	1NPTLU0X09D777057	\$227,426	Yes	\$1,000	\$1.20	\$1,365	\$215	7/1/2024	7/1/2025
402732	2010	Ford	Ambulance-Ems 1	1FDWF3HRXAEB17226	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402733	2010	Ford	Expedition	1FMJU1G53AEB56906	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402734	2010	Peterbilt	367 Truck w/ Dumpbox, sander, hook	1NP1L40X7AD797259	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
404141	2010	Pierce	Pump Tanker-E2	4P1CV01H6AA010666	\$511,671	Yes	\$1,000	\$1.20	\$3,070	\$215	7/1/2024	7/1/2025
402735	2011	Ford	F150	1FTVX1EF9BKD92763	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402736	2011	Ford	F250	1FTBF2B6XBEB00519	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402737	2011	Mack/HEIL	Garbage Truck	1M2AU02C4BM004995	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402728	2008	Ford	Pickup	1FTVX14528KE70902	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402789	2021	Ford	F150	1FTFX1E50MEK06628	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402757	2015	Ford	F250	1FT7X2B68FEA88556	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402780	2019	Chevrolet	Tahoe SSV	1GNSKFE6C6KR347198	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402781	2019	Chevrolet	Tahoe SSV	1GNSKFK0KR355091	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402782	2019	Ford	Escape SE	1FMCU9GD2KUB64579	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402783	2019	Ford	Quigley Pass Van	1FBZX2YM1KKB26031	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402784	2019	Ford	Transit Connect XL	NM0LE7E2XK1430517	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402785	2019	Peterbilt	520 Trash Truck	3BPDL70X9LF106760	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402786	2021	Ford	Exploere	1FM5K8AB8MGB46850	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402778	2019	Chevrolet	Silverado 1500	1GCUYAEF9KZ310787	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402788	2021	Ford	F150	1FTFW1E59MFB63848	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402777	2019	Chevrolet	Silverado 1500	1GCUYAEF7KZ310044	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402790	2021	Peterbilt	520 Labrie ASL Refuse Body	3BPDLK0X1NF112624	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
404145	2021	Peterbilt	567 w/ Steller Henderson San	1NPCL40X0ND780650	\$289,085	Yes	\$1,000	\$1.20	\$1,735	\$215	7/1/2024	7/1/2025
402791	2022	Ford	Explorer	1FM5K8ABLNGB48098	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402792	2022	Ford	Explorer	1FM5K8ABXNGB48200	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
404146	2022	Freightliner	Fire Truck	1FVDCYFE2NHND3602	\$419,426	Yes	\$1,000	\$1.20	\$2,517	\$215	7/1/2024	7/1/2025
402793	2023	Ford	Explorer	1FM5K8AB7PGB37772	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402794	2023	Ford	Explorer	1FM5K8ABXPG37684	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
404759	2023	Ford	F450 Paraliner Ambulance	1FDUF4HNP0PED60613	\$293,780	Yes	\$1,000	\$1.20	\$1,763	\$215	7/1/2024	7/1/2025
404813	2024	Chevrolet	Silverado 2500	1GC4YLE75RF378925	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025

402787	2021	Ford	F150	1FTFW1E52MFA54597	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402768	2018	Chevrolet	2500 HD Crew	1GB1KUEG2JF257840	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402760	2015	Peterbilt	Labrie/Wittke	3BPZL70X7FF273774	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402761	2016	Chevrolet	Tahoe	1GNSKFEC6GR323636	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
404142	2016	Ford	Ambulance	1FDUF5HT3GEC75267	\$177,196	Yes	\$1,000	\$1.20	\$1,063	\$215	7/1/2024	7/1/2025
402762	2016	GMC	Sierra 3500HD	1GD42VCG9GF169924	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
404143	2016	Pierce	Rescue Pumper	4P1BAHGF5GA016768	\$758,235	Yes	\$1,000	\$1.20	\$4,549	\$215	7/1/2024	7/1/2025
402763	2017	Chevrolet	Express	1GCZGGFG2H1283457	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402764	2017	Chevrolet	Express	1HA3GSCG4HN006584	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402765	2017	Chevrolet	Tahoe	1GNSKFECXHR330686	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402779	2019	Chevrolet	Tahoe SSV	1GNSKFEC2KR355220	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402767	2018	Chevrolet	2500 D/C W/T	1GB2KUEG2JZ328537	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402795	2024	Peterbilt	Trash Truck	3BPDLK0X9RF118810	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402769	2018	Chevrolet	2500 HD Crew	1GB1KUEG5JF259923	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402770	2018	Chevrolet	Silverado 2500	1GC1KUEG8JF284505	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402771	2018	Chevrolet	Tahoe	1GNSKFECXJR353844	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402772	2018	Ford	Escape	1FMCU9GD0JU37799	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402773	2018	GMC	3500 Savana	1GD07RFG2J1160540	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402774	2018	Peterbilt	520 Truck	3BPDL70X8JF160774	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
404144	2018	Pierce	Velocity Pumper	4P1BAAGF0KA019593	\$703,217	Yes	\$1,000	\$1.20	\$4,219	\$215	7/1/2024	7/1/2025
402775	2019	Chevrolet	Silverado	2GB2KREG5K1186773	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402776	2019	Chevrolet	Silverado	2GB2KZREG6K1187866	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025
402766	2017	Elgin	Vacuum Street Sweeper	MV41024	\$0	No	\$0	\$0.00	\$0	\$215	7/1/2024	7/1/2025

AUTOMOBILE CONTRIBUTION CALCULATION - AUTO LIABILITY/COMP. AND COLLISION

Auto Liability Limit	\$15,000,000	Auto Liability Deductible	\$0
Scheduled Values	\$4,375,477	Total Number of Vehicles	88
Non-Owned/Hired	\$750	Base AL Contribution	\$18,920
Base C/C Contribution	\$28,496	AL Brokerage Fee	\$0
C/C Brokerage Fee	\$0		
Auto C/C Contribution	\$28,496	Auto Liability Contribution	\$18,920

NOTE: Only those vehicles that are covered under Comp. and Collision have recorded scheduled values.

FY 2025 MOBILE EQUIPMENT DETAIL REPORT

21-May-24

City of Valdez

Cov	Year	Make	Model	Serial/Vin#	Location	Valuation	Ded	Rate	Contribution	Date Start	Date End
Yes	0	DJI	Matrice 210 Drone	FA3WY4C9XP	Valdez	\$39,000	\$5,000	\$0.50	\$195	7/1/2024	7/1/2025

MOBILE EQUIPMENT CONTRIBUTION CALCULATION

Total ME Scheduled Values:	\$39,000
Base ME Contribution:	\$195
ME Broker Fee:	\$0
Total Mobile Equipment Contribution:	\$195

FY 2025 POLICE PROFESSIONAL LIABILITY DETAIL REPORT

21-May-24

City of Valdez

Chiefs Name:	Bart Hinkle	PPL Limit:	\$15,000,000
No. of Officers :	13	PPL Deductible:	\$0
No. of Guards:	8	Reported Police Payroll:	\$1,522,000
No. of Volunteers:	0		
Holding Facilities:	<input checked="" type="checkbox"/>	Police Dogs:	<input type="checkbox"/>
Firearms:	<input checked="" type="checkbox"/>		

POLICE PROFESSIONAL LIABILITY CALCULATIONS

PPL Variable:	(\$109,000)
PPL Base Contribution:	\$69,074
PPL Broker Fee:	\$0
Total Police Professional Liability Contribution:	\$69,074

FY 2025 ENHANCEMENT COVERAGE REPORT

21-May-24

City of Valdez

Coverage Type	Coverage Policy #	Eff Date/Beg	Eff Date/End
Crime Coverage		7/1/2024	7/1/2025
Limits	Basis	Notes	
\$100,000	Included		
Deductible			
\$1,000			

Brokerage Fee: \$0

Contribution: \$0

TOTAL SUPPLEMENTAL COVERAGES: \$0

City of Valdez
APEI
Alternate Package Quote

Program Premium Summary

City of Valdez

AcctID# 265M

Policy Year: July 1, 2024 - July 1, 2025



Quote #1 -- Initial Quote

Property & Mobile Equipment

	APEI Aggregate Limit of Insurance	Deductible	Total Stated Value	Gross Premium
PROPERTY - ALL RISK				
Buildings, Contents, Docks, Other	\$200,000,000	Varies	No Coverage	
Fine Arts	\$5,000,000		No Coverage	
Mobile Equipment	\$10,000,000	Varies	\$39,000	\$95.20
EARTHQUAKE & FLOOD COVERAGE**	\$75,000,000		No Coverage	
EQUIPMENT BREAKDOWN COVERAGE	\$200,000,000	Varies	No Coverage	
			\$39,000	\$95.20

Liability & Automobile

	Limit of Insurance	Deductible	Rated Payroll or Vehicle Count	Gross Premium
GENERAL LIABILITY *			\$12,735,210	\$579,173.47
Comprehensive Liability	\$15,500,000	\$0		
Public Officials E&O	\$15,500,000	\$0		
Law Enforcement Liability	\$15,500,000	\$10,000		
Employment Practices Liability	\$15,500,000	\$10,000		
Employee Benefits Liability	\$15,500,000	\$0		
Water/Sewer Backup Liability	\$15,500,000	\$10,000		
AUTOMOBILE				
Liability	\$15,500,000	\$0	85	\$25,803.75
Physical Damage	As Scheduled	Varies	9	\$30,992.52
UM/UIM Liability	\$250,000	\$0		Included
UM/UIM Physical Damage	\$25,000	\$250		Included
Non-Owned Auto Liability	\$15,500,000	\$0		\$0.00
Non-Owned Auto Physical Damage	\$50,000	\$1,000		Included
				\$56,796.27
VOLUNTEER MEDICAL COVERAGE	\$50,000	\$0		Included

Workers' Compensation

	Limit of Insurance	Deductible	Rated Alaska Payroll	Gross Premium
WORKERS' COMPENSATION (AK STATE ACT)	Statutory	\$0	\$12,735,210	\$222,565.38
EMPLOYER'S LIABILITY	\$3,000,000	\$0		Included

Specialty Coverages

	Limit of Insurance	Deductible	Gross Premium
PUBLIC ENTITY CRIME COVERAGE	\$1,000,000	\$2,500	\$1,485.00

Total Premium

\$860,115.32

Quoted premium is net of commission (i.e., reflects 0% commission)

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

** Optional Coverage

Property Premium Allocation For Buildings and Other Structures

City of Valdez

AcctID# 265M

Policy Year 2024/2025

Quote #1 -- Initial Quote



APEI ID#	Description	Location	City	SqFt	Building Value	Contents Value	Docks & Other Value	Total Stated Value	Structure/ Contents Deductible *	Premium	Rcvd Sprinkler Credit
265m-000	None Scheduled				0	0	0	0	No Coverage	\$0.00	N
Building Count: 0					0	0	0	0		\$0.00	

Quoted premium is net of commission (i.e., reflects 0% commission)

**Applies to All-Risk and Equipment Breakdown coverages*

Fine Arts Premium Allocation
City of Valdez

AcctID# 265M

Policy Year 2024/2025

Quote #1 -- Initial Quote



Serial / Catalog #	Description	Location	Stated Value	Premium
	None Scheduled		0	\$0.00
Total			0	\$0.00

Quoted premium is net of commission (i.e., reflects 0% commission)

Mobile Equipment Premium Allocation

City of Valdez

AcctID# 265M

Policy Year 2024/2025

Quote #1 -- Initial Quote



Equipment ID#	Serial #	Model Year	Make	Model	Deductible	Stated Value	Premium
	FA3WY4C9XP		Matrice	210 Drone	5,000	39,000	\$95.20
1 Item						39,000	\$95.20

Quoted premium is net of commission (i.e., reflects 0% commission)

Automobile Premium Allocation

City of Valdez

AcctID# 265M

Policy Year 2024/2025

Quote #1 -- Initial Quote



Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Premium	Phys Damg Premium	Total Vehicle Premium
	1FM5K8AB7PGB37772	2023	Ford	Explorer		No		\$288.75	\$0.00	\$288.75
	1FM5K8ABXPGB37684	2023	Ford	Explorer		No		\$288.75	\$0.00	\$288.75
	1FM5K8ABLNGB48098	2022	Ford	Explorer		No		\$288.75	\$0.00	\$288.75
	1FM5K8ABXNGB48200	2022	Ford	Explorer		No		\$288.75	\$0.00	\$288.75
	1FVDCYFE2NHND3602	2022	Freightliner	Fire Truck	419,426	Yes	10,000	\$446.25	\$3,826.09	\$4,272.34
	1FM5K8AB8MGB46850	2021	Ford	Explorer		No		\$288.75	\$0.00	\$288.75
	1FTFW1E52MFA54597	2021	Ford	F150		No		\$288.75	\$0.00	\$288.75
	1FTFW1E59MFB63848	2021	Ford	F150		No		\$288.75	\$0.00	\$288.75
	1FTFX1E50MEK06628	2021	Ford	F150		No		\$288.75	\$0.00	\$288.75
	3BPDLK0X1NF112624	2021	Peterbilt	520 Labrie ASL Refuse Body		No		\$288.75	\$0.00	\$288.75
	1NPCL40X0ND780650	2021	Peterbilt	567 w/ Steller Henderson San	289,085	Yes	10,000	\$288.75	\$2,608.05	\$2,896.80
	2GB2KREG5K1186773	2019	Chevrolet	Silverado		No		\$288.75	\$0.00	\$288.75
	2GB2KZREG6K1187866	2019	Chevrolet	Silverado		No		\$288.75	\$0.00	\$288.75
	1GCUYAEF7KZ310044	2019	Chevrolet	Silverado 1500		No		\$288.75	\$0.00	\$288.75
	1GCUYAEF9KZ310787	2019	Chevrolet	Silverado 1500		No		\$288.75	\$0.00	\$288.75
	1GNSKFEC2KR355220	2019	Chevrolet	Tahoe SSV		No		\$288.75	\$0.00	\$288.75
	1GNSKFEC6KR347198	2019	Chevrolet	Tahoe SSV		No		\$288.75	\$0.00	\$288.75
	1GNSKFKC0KR355091	2019	Chevrolet	Tahoe SSV		No		\$288.75	\$0.00	\$288.75

Automobile Premium Allocation

City of Valdez

AcctID# 265M

Policy Year 2024/2025

Quote #1 -- Initial Quote



Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Premium	Phys Damg Premium	Total Vehicle Premium
	1FMCU9GD2KUB64579	2019	Ford	Escape SE		No		\$288.75	\$0.00	\$288.75
	1FBZX2YM1KKB26031	2019	Ford	Quigley Pass Van		No		\$288.75	\$0.00	\$288.75
	NM0LE7E2XK1430517	2019	Ford	Transit Connect XL		No		\$288.75	\$0.00	\$288.75
	3BPDL70X9LF106760	2019	Peterbilt	520 Trash Truck		No		\$288.75	\$0.00	\$288.75
	1GB2KUEG2JZ328537	2018	Chevrolet	2500 D/C W/T		No		\$288.75	\$0.00	\$288.75
	1GB1KUEG2JF257840	2018	Chevrolet	2500 HD Crew		No		\$288.75	\$0.00	\$288.75
	1GB1KUEG5JF259923	2018	Chevrolet	2500 HD Crew		No		\$288.75	\$0.00	\$288.75
	1GC1KUEG8JF284505	2018	Chevrolet	Silverado 2500		No		\$288.75	\$0.00	\$288.75
	1GNSKFECXJR353844	2018	Chevrolet	Tahoe		No		\$288.75	\$0.00	\$288.75
	1FMCU9GD0JU37799	2018	Ford	Escape		No		\$288.75	\$0.00	\$288.75
	1GD07RFG2J1160540	2018	GMC	3500 Savana		No		\$288.75	\$0.00	\$288.75
	3BPDL70X8JF160774	2018	Peterbilt	520 Truck		No		\$288.75	\$0.00	\$288.75
	4P1BAAGF0KA019593	2018	Pierce	Velocity Pumper	703,217	Yes		\$446.25		
	1GCZGGFG2H1283457	2017	Chevrolet	Express		No		\$288.75	\$0.00	\$288.75
	1HA3GSCG4HN006584	2017	Chevrolet	Express		No		\$288.75	\$0.00	\$288.75
	1GNSKFECXHR330686	2017	Chevrolet	Tahoe		No		\$288.75	\$0.00	\$288.75
	MV41024	2017	Elgin	Vacuum Street Sweeper		No		\$288.75	\$0.00	\$288.75
	1GNSKFEC6GR323636	2016	Chevrolet	Tahoe		No		\$288.75	\$0.00	\$288.75
	1FDUF5HT3GEC75267	2016	Ford	Ambulance	177,196	Yes	1,000	\$446.25	\$1,646.55	\$2,092.80

Automobile Premium Allocation

City of Valdez

AcctID# 265M

Policy Year 2024/2025

Quote #1 -- Initial Quote



Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Premium	Phys Damg Premium	Total Vehicle Premium
	1GD42VCG9GF169924	2016	GMC	Sierra 3500HD		No		\$288.75	\$0.00	\$288.75
	4P1BAHGF5GA016768	2016	Pierce	Rescue Pumper	758,235	Yes	10,000	\$446.25	\$6,992.26	\$7,438.51
	1GB3KYCG4FF556594	2015	Chevrolet	Silverado		No		\$288.75	\$0.00	\$288.75
	1GNSK3EC7FR295049	2015	Chevrolet	Tahoe 1500		No		\$288.75	\$0.00	\$288.75
	1GNSK3EC8FR296386	2015	Chevrolet	Tahoe 1500		No		\$288.75	\$0.00	\$288.75
	1FT8W3B66FED18236	2015	Ford	Crew Cab		No		\$288.75	\$0.00	\$288.75
	1FMCU9GX6FUC13850	2015	Ford	Escape		No		\$288.75	\$0.00	\$288.75
	1FMCU9GX8FUC13851	2015	Ford	Escape		No		\$288.75	\$0.00	\$288.75
	1FT7X2B64FED18237	2015	Ford	F250		No		\$288.75	\$0.00	\$288.75
	1FT7X2B68FEA88556	2015	Ford	F250		No		\$288.75	\$0.00	\$288.75
	1GD421CG2FF511026	2015	GMC	Sierra		No		\$288.75	\$0.00	\$288.75
	1GD521CG0FZ128981	2015	GMC	Sierra 3500		No		\$288.75	\$0.00	\$288.75
	3BPZL70X7FF273774	2015	Peterbilt	Labrie/Wittke		No		\$288.75	\$0.00	\$288.75
	1GB0G2CG8E1117220	2014	Chevrolet	3500 Express		No		\$288.75	\$0.00	\$288.75
	1FTFX1EF7EKE73902	2014	Ford	F150		No		\$288.75	\$0.00	\$288.75
	1FMCU9GX5DUC80517	2013	Ford	Escape		No		\$288.75	\$0.00	\$288.75
	1FMCU9GX7DUC80518	2013	Ford	Escape		No		\$288.75	\$0.00	\$288.75
	1FT8W3B68DEB30282	2013	Ford	F350		No		\$288.75	\$0.00	\$288.75
	1HTWNAZT3DJ296200	2013	International	Vactor 2100 Plus		No		\$288.75	\$0.00	\$288.75

Automobile Premium Allocation

City of Valdez

AcctID# 265M

Policy Year 2024/2025

Quote #1 -- Initial Quote



Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Premium	Phys Damg Premium	Total Vehicle Premium
	1NPPL4EX1DD201110	2013	Peterbilt	Tanker Truck-T4	399,915	Yes	10,000	\$288.75	\$3,643.76	\$3,932.51
	1FMJK1J50CEF05697	2012	Ford	Expedition		No		\$288.75	\$0.00	\$288.75
	1FT7X2B65CEC31698	2012	Ford	F250		No		\$288.75	\$0.00	\$288.75
	1FD8X3G6XCEC98795	2012	Ford	F350		No		\$288.75	\$0.00	\$288.75
	1FDRF3H60CEC56139	2012	Ford	F350		No		\$288.75	\$0.00	\$288.75
	1FT8W3B67CEC31697	2012	Ford	F350		No		\$288.75	\$0.00	\$288.75
	1HTWCAAR4CJ086628	2012	International	Truck W/ STELLAR		No		\$288.75	\$0.00	\$288.75
	4P1CV01D2CA012625	2012	Pierce	Pumper/Velocity Chassis-E4	595,526	Yes	10,000	\$288.75	\$5,471.74	\$5,760.49
	1FTVX1EF9BKD92763	2011	Ford	F150		No		\$288.75	\$0.00	\$288.75
	1FTBF2B6XBEB00519	2011	Ford	F250		No		\$288.75	\$0.00	\$288.75
	1M2AU02C4BM004995	2011	Mack/HEIL	Garbage Truck		No		\$288.75	\$0.00	\$288.75
	1FDWF3HRXAEB17226	2010	Ford	Ambulance-Ems 1		No		\$446.25	\$0.00	\$446.25
	1FMJU1G53AEB56906	2010	Ford	Expedition		No		\$288.75	\$0.00	\$288.75
	1NPPL40X7AD797259	2010	Peterbilt	367 Truck w/ Dumpbox, sander, hook		No		\$288.75	\$0.00	\$288.75
	4P1CV01H6AA010666	2010	Pierce	Pump Tanker-E2	511,671	Yes	10,000	\$288.75	\$4,688.12	\$4,976.87
	JNAPC81L79AF75061	2009	Elgin/NISSIAN	Sweeper		No		\$288.75	\$0.00	\$288.75
	1FTVX14V99KC73453	2009	Ford	F150		No		\$288.75	\$0.00	\$288.75

Automobile Premium Allocation

City of Valdez

AcctID# 265M

Policy Year 2024/2025

Quote #1 -- Initial Quote



Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Premium	Phys Damg Premium	Total Vehicle Premium
	1NPTLU0X09D777057	2009	Peterbilt	Fire Truck-T3	227,426	Yes	1,000	\$446.25	\$2,115.95	\$2,562.20
	1FTWX315X8EC22318	2008	Ford	F350		No		\$288.75	\$0.00	\$288.75
	1FDAX57Y58EE24941	2008	Ford	F550		No		\$288.75	\$0.00	\$288.75
	1FTVX14528KE70902	2008	Ford	Pickup		No		\$288.75	\$0.00	\$288.75
	18458	2008	Peterbilt/Heil	Front End Loader w/ Hopper		No		\$288.75	\$0.00	\$288.75
	42858	2007	Ford	Ambulance		No		\$446.25	\$0.00	\$446.25
	1FMPU165X6LA31836	2006	Ford	Expedition		No		\$288.75	\$0.00	\$288.75
	54058	2006	Ford	F250 Super Duty		No		\$288.75	\$0.00	\$288.75
	63723	2004	Ford	F150 Pickup		No		\$288.75	\$0.00	\$288.75
	98198	2003	Ford	Expedition		No		\$288.75	\$0.00	\$288.75
	64751	2003	North Star	Murv		No		\$446.25	\$0.00	\$446.25
	42814	1997	Ford	Pickup F350		No		\$288.75	\$0.00	\$288.75
Total Vehicle Count: 85		Count of Vehicles with Physical Damage coverage:				9		\$25,803.75	\$30,992.52	\$56,350.02

Quoted premium is net of commission (i.e., reflects 0% commission)

Workers' Compensation Premium Allocation

City of Valdez

AcctID# 265M

Policy Year 2024/2025

Quote #1 -- Initial Quote



Class Code	WC State	Class Description	Payroll	Experience Mod	Loss Control Credit	Premium	WC Rate per \$100 of Payroll
5509	AK	Street, Road, Maintenance	623,970	0.838	0.0%	\$21,071.82	3.3771
6836	AK	Harbor, Marine	601,820	0.838	0.0%	\$18,009.70	2.9925
7520	AK	Water Works Operators, Drivers	240,668	0.838	0.0%	\$5,109.86	2.1232
7580	AK	Sewage Treatment Operators, Drivers	240,668	0.838	0.0%	\$5,753.62	2.3907
7710	AK	Firefighters & Drivers	1,015,742	0.838	0.0%	\$41,434.31	4.0792
7711	AK	Firefighters & Drivers~Volunteers	22,000	0.838	0.0%	\$897.43	4.0792
7720	AK	Police Officers	1,590,378	0.838	0.0%	\$42,275.08	2.6582
8810	AK	Clerical, Professional, Elected Officials	6,021,346	0.838	0.0%	\$14,093.17	0.2341
8831	AK	Animal Control Officers	221,660	0.838	0.0%	\$2,890.47	1.3040
9015	AK	Building, Operators, Owners, Lease	624,159	0.838	0.0%	\$17,634.73	2.8254
9102	AK	Parks and Recreation	692,046	0.838	0.0%	\$21,751.03	3.1430
9154	AK	Theater Employees	320,325	0.838	0.0%	\$4,498.39	1.4043
9403	AK	Refuse Collectors	520,428	0.838	0.0%	\$27,145.77	5.2160
9410	AK	General Municipal Employees, Other	0	0.838	0.0%	-	-
			12,735,210			\$222,565.38	

Quoted premium is net of commission (i.e., reflects 0% commission)

UNINSURED/UNDERINSURED MOTORISTS COVERAGE SELECTION FORM

City of Valdez

AcctID# 265M

Policy Year: July 1, 2024 - July 1, 2025

Quote #1 -- Initial Quote



APEI’s automobile policy includes Uninsured Motorists (UM) and Underinsured Motorists (UIM) bodily injury coverages with a policy limit of \$250,000 per accident. It also includes UM and UIM property damage coverage at a limit of \$25,000 per accident with a \$250 deductible. UM and UIM property damage coverage applies only to vehicles for which the member has purchased physical damage coverage.

Uninsured Motorists Coverage pays for bodily injury losses to you and your passengers as a result of an accident with a driver who has no liability protection and is legally responsible for the injuries or the damage. This includes a hit-and-run vehicle whose owner and operator cannot be identified.

Underinsured Motorists Coverage pays for bodily injury losses to you and your passengers as a result of an accident with a driver who has liability protection but not enough to pay the full amount that the injured person is legally entitled to recover as damages.

We offer higher limits of UM and UIM bodily injury at an additional cost for members desiring to increase their coverage. Please indicate below whether or not you wish to add coverage at these higher limits, and if so, which limits you are requesting.

Uninsured Motorists and Underinsured Motorists Coverage Selection

_____ I select UM/UIM bodily injury coverage at higher limits as indicated below:

	Split Limit (per Person / per Accident)	Additional Premium
_____	\$250,000 / \$300,000	\$6,345.00
_____	\$300,000 / \$500,000	\$11,475.00
_____	\$500,000 / \$500,000	\$12,690.00
_____	\$500,000 / \$1,000,000	\$13,905.00
_____	\$1,000,000 / \$2,000,000	\$26,460.00

_____ I decline high UM/UIM bodily injury limits, and will retain UM/UIM bodily injury coverage at the APEI standard limit of \$250,000 per accident for no additional premium

Signature of Member: _____ Date: _____

City of Valdez
Marine

Insured Name CITY OF VALDEZ

Quotation for Renewal: MAR 3545547-23

Quotation Date: 6/5/2024

Policy Period: July 01, 2024 to July 01, 2025

Coverage Marine Comprehensive Liability

Limit of Liability	\$1,000,000	Each occurrence
	\$2,000,000	General Aggregate
	\$ 50,000	Fire Damage Legal Liability
	\$ 5,000	Medical Expense

Deductible \$5,000 per occurrence

Terms & Conditions

- Cyber Endorsement
- No Flat Cancellations
- Zurich Marine Comprehensive Liability (MCL) Form
- MCL Wharfinger's Liability Coverage
- MCL Stevedore's Liability Coverage
- Lift Liability
- Premises Medical Payment Coverage
- Fire Legal Liability for Real Property
- Personal Injury and Advertising Injury Liability Coverages
- Time Element Pollution – Maritime Operations only
- Inclusion of Additional Insureds or Loss Payees
- In-Rem
- X-C-U
- Detention
- Personal Injury
- Host Liquor Liability
- Traveling Workman
- Alaska Law Suit
- Incidental Medical Malpractice
- Workboat Protection and Indemnity (excluding crew)
- AIMU: Chemical, Biological, Biochemical, and Electromagnetic Exclusion Clause
- AIMU: Extended Radioactive Contamination Exclusion Clause with U.S.A. Endorsement
- AIMU: U.S. Economic and Trade Sanctions Clause
- AIMU Communicable Disease Exclusion
- Warranted that the rated capacity of Lifts, Dry-Docks, Cranes – not to be exceeded.

Premium Flat Annual Premium: \$98,115
 A/I with WOS: \$285
 TRIA offered for an additional premium of 1,800

Security Zurich American Insurance Company

Zurich Participation 100%

Quotation valid for 30 days from: 6/5/2024

Claims can also be reported to the Claims Reporting Care Center. Our highly trained customer care specialists are available 24 hours a day 7 days a week.

Telephone number: 917-534-4565

Fax number: 866-593-5577

E-mail: usz_carecenter@zurichna.com

Online: <https://webclaims.zurichna.com/mainpage.aspx>

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: \$1,800.

*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
Property and Boiler & Machinery***



Amwins Insurance Brokerage, LLC
725 S Figueroa Street
19th Floor
Los Angeles, CA 90017

amwins.com

May 12, 2024

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

RE: City of Valdez and Valdez City Schools

PROPERTY QUOTATION

Dear JoAnna:

Please find the attached quotation for City of Valdez and Valdez City Schools. Here is a summary of the terms and conditions:

- INSURED:** City of Valdez and Valdez City Schools
- MAILING ADDRESS:** PO Box 307
Valdez, AK 99686-0
- CARRIER:** Affiliated FM Insurance Company (Admitted)
- PROPOSED POLICY PERIOD:** From 7/1/2024 to 7/1/2025
12:01 A.M. Standard Time at the Mailing Address shown above
- POLICY PREMIUM:**

Premium	\$545,662.00
Total	\$545,662.00
- TRIA OPTIONS:** TRIA can be purchased for an additional premium of \$8,000 plus applicable taxes and fees. Signed acceptance/rejection required at binding.
- MINIMUM EARNED PREMIUM:** 25%
- COMMISSION:** 0.000% of premium excluding fees and taxes
- REQUIRED AT BINDING:** SIGNED AND DATED TRIA FORM
COMPLETED AND SIGNED STATEMENT OF VALUES (EXCEL FORMAT)

The attached Quotation from the carrier sets forth the coverage terms and conditions being offered. Please review carefully with your client as terms and conditions may differ from those requested in your submission. It is your responsibility to ensure the quoted coverage terms and conditions are sufficient to meet your client's coverage needs.

If after reviewing you should have any questions or requested changes, please let us know as soon as possible so we can discuss with the carrier prior to the effective date of coverage.

Thank you for the opportunity to provide this Quotation and I look forward to hearing from you.

Sincerely,

Sara Carranza

Assistant Vice President

T 213.236.4606 | F 213.254.2238 | sara.carranza@amwins.com

Amwins Insurance Brokerage, LLC

725 S Figueroa Street | 19th Floor | Los Angeles, CA 90017 | amwins.com

On behalf of,

Kyle Jansen

Senior Vice President | CA License 0G34758

T 213.236.4535 | M 805.907.2372 | F 213.254.2238 | kyle.jansen@amwins.com

Amwins Insurance Brokerage, LLC

In California: Amwins Brokerage Insurance Services | License 0F19710

725 S Figueroa Street | 19th Floor | Los Angeles, CA 90017 | amwins.com

INSURANCE PROPOSAL FOR City of Valdez and Valdez City Schools

A. POLICY TERM

FROM: 1 July 2024 12:01 a.m. Standard Time
TO: 1 July 2025 12:01 a.m. Standard Time

B. NAMED INSURED

City of Valdez and Valdez City Schools and its wholly or majority owned subsidiaries, and any interest which may now exist or hereinafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds.

C. POLICY LIMIT

This Company's total limit of liability, including any insured Business Interruption loss, will not exceed the Policy Limit of USD 90,000,000 as a result of any one **occurrence** subject to the respective sub-limits of liability shown elsewhere in this Policy.

D. POLICY TERRITORY

Coverage provided by this Policy is limited to property while located within the United States of America.

Cyber Coverage Territory

Coverage provided in Data Restoration; Data Service Provider Property Damage and Business Interruption; and Owned Network Interruption is limited to anywhere in the world except Cuba; Iran; North Korea; Russian Federation; Sudan; Syria; and Crimea, Donetsk People's Republic (DPR) and Luhansk People's Republic (LPR) regions of Ukraine.

E. INSURANCE PROVIDED

Location Schedule

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, while located as follows:

See attached Schedule of Locations

F. SUB-LIMITS

Unless otherwise stated below or elsewhere in this Policy, the following sub-limits of liability, including any insured Business Interruption loss, will be the maximum payable and will apply on a per **occurrence** basis.

The sub-limits stated below or elsewhere in this Policy are part of and not in addition to the Policy Limit.

When a limit of liability applies to a **location** or property, such limit of liability will be the maximum amount payable for all loss or damage.

There shall be no liability under this Policy when “NOT COVERED” is shown as a sublimit.

Accounts Receivable	USD 1,000,000
Arson or Theft Reward	USD 100,000
Attraction Property	USD 100,000
boiler and machinery	Policy Limit
Brand Protection	Policy Limit
Change of Temperature	USD 100,000
Civil or Military Authority	30 days
Communicable Disease - Property Damage and Communicable Disease - Business Interruption combined	USD 1,000 annual aggregate , not to exceed 12 months
Contractual Penalties	USD 100,000
Crisis Management	USD 100,000, not to exceed 30 days
cyber event	<ol style="list-style-type: none"> 1. USD 1,000 annual aggregate for Data Restoration and Owned Network Interruption combined 2. USD 1,000 annual aggregate for Data Service Provider - Property Damage and Data Service Provider - Business Interruption combined 3. USD 1,000 annual aggregate for loss or damage to stock in process or finished goods manufactured by or for the Insured caused by or resulting from cyber event that impacts the processing, manufacturing, or testing of such property or while it is otherwise being worked on.
Data Restoration	USD 500,000 annual aggregate

Data Service Provider - Property Damage and Data Service Provider - Business Interruption combined	USD 50,000 annual aggregate
Debris Removal	Policy Limit
Decontamination Costs	Policy Limit
Deferred Payment	USD 100,000
Demolition and Increased Cost of Construction	Policy Limit
Earth Movement	USD 20,000,000 annual aggregate , not to exceed USD 50,000 annual aggregate for Data Service Provider - Business Interruption, Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Property Damage, Supply Chain and Unnamed Property, combined
Errors and Omissions	USD 1,000,000
Expediting Expenses	USD 250,000
Extended Period of Liability	NOT COVERED
Extra Expense	USD 3,090,000
fine arts	USD 250,000, not to exceed USD 10,000 per item for irreplaceable fine arts
Flood	USD 10,000,000 annual aggregate , not to exceed USD 50,000 annual aggregate for Data Service Provider - Business Interruption, Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Property Damage, Supply Chain and Unnamed Property, combined
Green Coverage	USD 50,000 not to exceed 25% of the amount of the property damage loss
Gross Earnings	NOT COVERED
Gross Profits	NOT COVERED
Ingress/Egress	USD 500,000
Land and Water Clean Up Expense	USD 50,000 annual aggregate
Leasehold Interest	USD 250,000
Locks and Keys	USD 100,000
Logistics Extra Cost	USD 100,000

Money and Securities	USD 100,000
Motor Vehicle Coverage	USD 150,000
Newly Acquired Property	USD 2,500,000
Off-Premises Service Interruption - Business Interruption	NOT COVERED
Off-Premises Service Interruption - Property Damage	USD 500,000
Owned Network Interruption	Included in cyber event limit
Professional Fees	USD 100,000
Property Removed from a Location	Policy Limit
Protection and Preservation of Property - Business Interruption	NOT COVERED
Protection and Preservation of Property - Property Damage	Policy Limit, not to exceed USD 250,000 for security costs
Rental Income	NOT COVERED
Research and Development	NOT COVERED
School Buses and Vehicles in Storage applicable at Bus Barn	for Location No. 028, 613 West Egan Street, Valdez, Alaska, 99686, USA: USD 150,000
Soft Costs	USD 100,000
Supply Chain	USD 500,000
Tax Treatment	USD 100,000
Tenants Legal Liability	USD 100,000
Terrorism	USD 100,000 annual aggregate , not to exceed USD 100,000 annual aggregate for Flood and Property Removed from a Location combined
Terrorism: Supplemental United States Certified Act of Terrorism Endorsement(s)	USD 100,000 for property located in the United States of America
Transit	USD 500,000, not to exceed USD 250,000 for Business Interruption

Unnamed Property	USD 1,000,000
valuable papers and records	USD 500,000, not to exceed USD 10,000 per item for irreplaceable valuable papers and records

G. QUALIFYING PERIODS AND DEDUCTIBLES

QUALIFYING PERIODS

This Company will not be liable for loss or damage unless the Qualifying Period below is exceeded. When the Qualifying Period is exceeded, the loss will be calculated beginning from the time of loss or damage. The Qualifying Periods for the following coverages are as follows:

Communicable Disease - Property Damage and Communicable Disease - Business Interruption	48 hours
Data Restoration	48 hours
Data Service Provider - Property Damage and Data Service Provider - Business Interruption	48 hours
Off-Premises Service Interruption - Property Damage	24 hours
Owned Network Interruption	48 hours

DEDUCTIBLES

This Company will not be liable for loss or damage, including any insured Business Interruption loss, in any one **occurrence** until the amount of loss or damage exceeds the deductible amount shown below and then this Company will only be liable for its share of the loss or damage in excess of the deductible amount.

The following deductible amounts shall apply per **occurrence**, unless otherwise stated, for insured loss or damage under this Policy.

When two or more deductibles apply to a single **occurrence**, then no more than the largest deductible amount will apply. However, this Policy allows for the application of separate and distinct deductibles and deductibles for specific loss or damage as shown below.

When a day equivalent deductible is stated below it is calculated as follows. The 100% daily actual annual Business Interruption value that would have been earned had no loss occurred at the **location** where the physical damage happened plus that proportion of the 100% annual business interruption value at all other **locations** where Business Interruption loss ensues, divided by the number of annual working days.

When a % percent deductible is stated below it is calculated as follows:

1. The value of property at the time such loss or damage at the **location** where loss or damage occurs, in accordance with the valuation section of this Policy.
2. The annual Business Interruption value that would have been earned at the **location** where loss or damage occurs plus that proportion of the 100% Business Interruption value at all other **locations** where Business Interruption loss ensues, in accordance with the Business Interruption section of this Policy (if any).

earthquake	for Location No. 021, 911 Meals Avenue, Valdez, Alaska, 99686, USA: 5% for Property Damage and Business Interruption combined subject to a minimum of USD 100,000 per location
Flood	for the following locations: Location No. 021, 911 Meals Avenue, Valdez, Alaska, 99686, USA and Location No. 024, 500 South Sawmill Drive, Valdez, Alaska, 99686, USA USD 100,000 per location
All Other Losses	USD 100,000

H. ADDITIONAL EXCLUSIONS

In addition to the exclusions elsewhere in this Policy, the following exclusions apply unless otherwise stated:

1. **Specific Earth Movement Exclusion - PRO 126 (01/17)**

ADDITIONAL COVERAGES, Earth Movement, does not apply to any property in the following state(s), province(s) or region(s):

Alaska, USA

Except at the following location(s):

Loc. No.	Title	Address
021		911 Meals Avenue, Valdez, Alaska, 99686, USA

2. **Specific Flood Exclusion - PRO 128 (01/17)**

ADDITIONAL COVERAGES, Flood, does not apply to any property in the following state(s), province(s) or region(s):

Alaska, USA

Except at the following location(s):

Loc. No.	Title	Address
021		911 Meals Avenue, Valdez, Alaska, 99686, USA
024		500 South Sawmill Drive, Valdez, Alaska, 99686, USA

I. SPECIAL TERMS AND CONDITIONS

1. United States Certified Act of Terrorism - PRO 207 (01/20)

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of **terrorism** is declared null and void and it is agreed that a **Certified Act of Terrorism** under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy shall be considered **terrorism** within the terms of this Policy. Notwithstanding anything contained in this Policy to the contrary, this Policy provides coverage for direct physical loss or damage to insured property and any resulting BUSINESS INTERRUPTION loss, as provided in the Policy, caused by or resulting from a **Certified Act of Terrorism** only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this Policy is not recoverable under this Policy.

2. Motor Vehicle Coverage - PRO 141 (06/21)

With respect to Motor Vehicle Coverage, PROPERTY EXCLUDED, item 7., is amended to:

7. Motor vehicles licensed for highway use except such motor vehicles owned, leased or rented by the Insured while at Location No. 028, 613 West Egan Street, Valdez, Alaska, 99686, USA.

Motor Vehicle Coverage Exclusion: With respect to Motor Vehicle Coverage, the following additional exclusions apply:

This Policy does not cover loss or damage resulting from:

- a) Collision; or
- b) Overturn;

While such motor vehicles, trucks, and trailers are being operated under their own power; or being towed (whether or not in motion at the time of loss).

Motor Vehicle Coverage Valuation: On property insured under this coverage, the loss amount will not exceed the **actual cash value**.

J. INDEX OF FORMS

The following forms are made part of this Policy:

<u>Title</u>	<u>Form No.</u>	<u>Edition</u>
Declarations Page	PRO DEC 4100	(01/24)
Declarations	PRO S-1 4100	(01/20)



Member of the FM Global Group



All Risk Coverage	PRO AR 4100	(01/23)
Supplemental United States Certified Act of Terrorism Endorsement	AFM 7312	(06/21)
Alaska Amendatory Endorsement	AFM 6505	(01/23)

PREMIUM, FEES AND TAXES

<u>2024 City of Valdez and Valdez City Schools</u>	<u>Premium</u>
Total Premium including the United States Certified Act of Terrorism coverage	USD 553,662
Total Premium excluding the United States Certified Act of Terrorism coverage	USD 545,662
Total Premium for the United States Certified Act of Terrorism	USD 8,000

If the option to purchase coverage for the Supplemental United States Certified Act of Terrorism is elected, the Sub-Limit for Supplemental United States Certified Act of Terrorism will be amended to Policy Limit.

Applicable state taxes, surcharges and fees are not included in this proposal. Applicable state taxes, surcharges and fees will be added to the invoice.

Any variations between this proposal letter and AFM forms versus your application are not provided.

This proposal expires 1 July 2024 12:01 a.m. Standard Time.

SCHEDULE OF LOCATIONS

Location Schedule

Loc. No.	Title	Address
001		212 Chenega Avenue, Valdez, Alaska, 99686, USA
002		212 Pioneer Drive, Valdez, Alaska, 99686, USA
003		212 Tatitlek Street, Valdez, Alaska, 99686, USA
004		212 Fairbanks Drive, Valdez, Alaska, 99686, USA
005		217 Egan Drive, Valdez, Alaska, 99686, USA
006		211 Fairbanks Drive, Valdez, Alaska, 99686, USA
007		314 Clifton Drive, Valdez, Alaska, 99686, USA
008		1465 Mineral Creek Loop Road, Valdez, Alaska, 99686, USA
009		311 Dylen Drive, Valdez, Alaska, 99686, USA
010		1246 Mineral Creek Road, Valdez, Alaska, 99686, USA
011		436 South Hazelet, Valdez, Alaska, 99686, USA
012		300 Valdez Airport Road, Valdez, Alaska, 99686, USA
013		1109 Meals Ave, Valdez, Alaska, 99686, USA
014		5040 Richardson Highway, Valdez, Alaska, 99686, USA
015		124 River Drive, Valdez, Alaska, 99686, USA
016		414 West Hanagita Street, Valdez, Alaska, 99686, USA
017		1001 Meals Avenue, Valdez, Alaska, 99686, USA
018		319 Robe River Drive, Valdez, Alaska, 99686, USA
019		1109 West Klutina Street, Valdez, Alaska, 99686, USA
020		1112 West Klutina Street, Valdez, Alaska, 99686, USA
021		911 Meals Avenue, Valdez, Alaska, 99686, USA
022		1104 West Egan, Valdez, Alaska, 99686, USA
024		500 South Sawmill Drive, Valdez, Alaska, 99686, USA
025		276 East Egan, Valdez, Alaska, 99686, USA
026		597 East Egan Drive, Valdez, Alaska, 99686, USA
027		602 West Egan, Valdez, Alaska, 99686, USA
028		613 West Egan Street, Valdez, Alaska, 99686, USA
029		357 Robe River Drive, Valdez, Alaska, 99686, USA
030		555 West Egan, Valdez, Alaska, 99686, USA
031		407 W Pioneer Drive, Valdez, Alaska, 99686, USA
032		347 Hanagita St, Valdez, Alaska, 99686, USA
033		428 W Hanagita St, Valdez, Alaska, 99686, USA
034		429 W Hanagita St, Valdez, Alaska, 99686, USA
035		300 Atigun Drive, Valdez, Alaska, 99686-0010, USA
036		VCT Terminal Dock, Valdez, Alaska, 99686, USA
037		300 N Harbor Drive, Valdez, Alaska, 99686, USA
038		South Harbor Drive, Valdez, Alaska, 99686, USA

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Insured Name: City of Valdez and Valdez City Schools

Date: 10 May 2024

Account Number: 60939

Insurer Name: Affiliated FM Insurance Company

The Terrorism Risk Insurance Act of 2002, as amended and extended, gives you the right as part of your property insurance program to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

You should know that where coverage is provided for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. Under this formula, the United States government generally pays 80% of covered terrorism losses exceeding a statutorily established deductible paid by the insurer referenced above. The Terrorism Risk Insurance Act, as amended, contains a USD 100 billion cap that limits the U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one program year exceeds USD 100 billion. If the aggregate insured losses for all insurers exceed USD 100 billion, your coverage may be reduced.

The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the act.

Acceptance or rejection of terrorism insurance coverage: under federal law, you have the right to accept or reject this offer of coverage for terrorist acts covered by the act as part of your property insurance program. If we do not receive this signed disclosure form prior to property insurance program inception date of 1 July 2024, then your property insurance program will reflect your decision not to purchase the terrorism coverage provided by the act.

_____ I hereby elect to purchase coverage for terrorist acts covered by the act for a premium of **USD 8,000**. This premium does not include applicable taxes or surcharges.

_____ I hereby decline this offer of coverage for terrorist acts covered by the act.

Policyholder/Applicant Signature

Date

Print Name

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

Crime Coverage

Carrier Name: Hartford Fire Insurance Company
Policy Number: 52 FA 0233687 24
Effective Date: 7/1/2024 at 12:01 a.m. standard time, at location of property insured
Expiration Date: 7/1/2025 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

CrimeSHIELD for Governmental Entities	Limit of Insurance	Deductible
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
Total Premium:	\$5,418	

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

By: _____
Client: Name/title

Date: _____

Optional Services

OPTIONAL SERVICES LIST	
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
President
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, 2024

Policy Reference Number: 122 Policy Period From: July 1, 2024 To July 1, 2025

On your instruction, coverage has been negotiated with the Alaska Municipal League Joint Insurance Association, Inc. (AML/JIA), 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 AML/JIA 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 AML/JIA risk retention pool are subject to assessment for pool liabilities.

A statement of AML/JIA'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 AML/JIA, 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: 122

Policy Period From July 1, 2024 To July 1, 2025

I refer to the above request and approve the use of AML/JIA 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

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: 7/1/2024 – 7/1/2025

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

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Insured Name: City of Valdez and Valdez City Schools

Date: 10 May 2024

Account Number: 60939

Insurer Name: Affiliated FM Insurance Company

The Terrorism Risk Insurance Act of 2002, as amended and extended, gives you the right as part of your property insurance program to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

You should know that where coverage is provided for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. Under this formula, the United States government generally pays 80% of covered terrorism losses exceeding a statutorily established deductible paid by the insurer referenced above. The Terrorism Risk Insurance Act, as amended, contains a USD 100 billion cap that limits the U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one program year exceeds USD 100 billion. If the aggregate insured losses for all insurers exceed USD 100 billion, your coverage may be reduced.

The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the act.

Acceptance or rejection of terrorism insurance coverage: under federal law, you have the right to accept or reject this offer of coverage for terrorist acts covered by the act as part of your property insurance program. If we do not receive this signed disclosure form prior to property insurance program inception date of 1 July 2024, then your property insurance program will reflect your decision not to purchase the terrorism coverage provided by the act.

_____ I hereby elect to purchase coverage for terrorist acts covered by the act for a premium of **USD 8,000**. This premium does not include applicable taxes or surcharges.

_____ I hereby decline this offer of coverage for terrorist acts covered by the act.

SIGN HERE

Policyholder/Applicant Signature

Date

Print Name

STATEMENT OF VALUES

CITY OF VALDEZ AND VALDEZ CITY SCHOOLS
Policy Year: 07/01/2024 to 07/01/2025

Occupancy/Desc	Location	City	Zip	Building/ Structures	Contents	EDP	Extra Expense	Fine Arts	Bus Int	Gar Veh	Total Value	Ded	PCT	Valuation	Sq Ft	Yr Built	Const Type	Sprinkler	Prot	Stories	Latitude	Longitude	GPS Elev
City Hall	212 Chenega	Valdez	99686	\$1,557,603							\$1,557,603	100,000.00	100%	RC	6035		Joisted Masonry	Y	4				
Old City Hall	212 Chenega	Valdez	99686	\$723,767							\$723,767	100,000.00	100%	RC	2475		Frame	y	4				
Police Station	212 Chenega	Valdez	99686	\$2,069,887							\$2,069,887	100,000.00	100%	RC	7502		Joisted Masonry	Y	4				
Fire Station	212 Pioneer	Valdez	99686	\$743,781							\$743,781	100,000.00	100%	RC	1900		Joisted Masonry	Y	4				
Old Fire Station	212 Pioneer	Valdez	99686	\$836,171							\$836,171	100,000.00	100%	RC	2880		Frame	y	4				
Police Station Parking Garage	212 Tatitlek	Valdez	99686	\$459,863							\$459,863	100,000.00	100%	RC	2256		Frame	y	4				
Council Chambers-Admin Complex	211 Fairbanks Drive	Valdez	99686	\$735,426							\$735,426	100,000.00	100%	RC	2536		Frame		4				
Library	212 Fairbanks	Valdez	99686	\$4,263,119							\$4,263,119	100,000.00	100%	RC	9300		Joisted Masonry	Y	4				
Museum	217 Egan	Valdez	99686	\$2,915,804							\$2,915,804	100,000.00	100%	RC	6130		Frame		4				
Valdez Civic Center (Theater)	110 Clifton	Valdez	99686	\$12,305,354							\$12,305,354	100,000.00	100%	RC	28658		Joisted Masonry	Y	4				
Well House #5- Pub.W.Bldg & Tank																							
1- 500,000 Gallon Tank	1465 Mineral Creek Loop	Valdez	99686	\$1,394,134							\$1,394,134	100,000.00	100%	RC	960		Frame		4				
Well House #7 - Pub.W.Bldg & Tank																							
1- 500,000 gal Tank	311 Dylen Drive	Valdez	99686	\$1,400,852							\$1,400,852	100,000.00	100%	RC	800		Frame		4				
Cliffside Tank - Water Dept																							
1- 750,000 gal Tank	1246 Mineral Creek Rd	Valdez	99686	\$680,000							\$680,000	100,000.00	100%	RC					4				
Wellhouse #1																							
1 - 750,000 gal Tank	347 Hanagita	Valdez	99686	\$855,000							\$855,000	100,000.00	100%	RC	570		Cement Block		4				
Wellhouse #21 - 500,000 gal Tank	428 W Hanagita - South Buildi	Valdez	99686	\$450,000							\$450,000	100,000.00	100%	RC	225		Frame		4				
Wellhouse #31 - 100kw Genset	429 W Hanagita - North Buildi	Valdez	99686	\$690,000							\$690,000	100,000.00	100%	RC	460		Frame		4				
Maint. Shop #2 - Pub.W.Bld. & Tanks	602 W. Egan	Valdez	99686	\$1,402,180							\$1,402,180	100,000.00	100%	RC	6000					4			
Maint. Shop #1 - Warehouse/Storage	602 W. Egan	Valdez	99686	\$544,698							\$544,698	100,000.00	100%	RC	4000					4			
Warehouse #1/Museum Annex	436 South Hazelet	Valdez	99686	\$1,638,170							\$1,638,170	100,000.00	100%	RC	20780					4			
Airport Term Bldg W/Ctrl Tower	300 Valdez Airport Road	Valdez	99686	\$7,130,083							\$7,130,083	100,000.00	100%	RC	25772		Joisted Masonry		4				
Senior Ctr/Housing/Greenshed/Carport	1109 Meals	Valdez	99686	\$6,885,460							\$6,885,460	100,000.00	100%	RC	16548		Frame	Y	4				
Fire Station #4- Volunteer	5040 Richardson Highway	Valdez	99686	\$423,676							\$423,676	100,000.00	100%	RC	2500					4			
Fire Station #3- Volunteer	124 River Drive	Valdez	99686	\$450,870							\$450,870	100,000.00	100%	RC	3000					4			
Recreation Center (Teen Center)	414 W. Hanagita	Valdez	99686	\$1,570,938							\$1,570,938	100,000.00	100%	RC	6272		Frame	Y	4				
Medical Facility	1001 Meals Ave.	Valdez	99686	\$2,148,688							\$2,148,688	100,000.00	100%	RC	6000		Frame	Y	4				
High School	319 Robe River Drive	Valdez	99686	\$45,255,784							\$45,255,784	100,000.00	100%	RC	91000		Joisted Masonry	Y	4				
Pool				\$5,731,680							\$5,731,680	100,000.00	100%	RC	25000					4			
High School Generator Building	319 Robe River Drive	Valdez	99686	\$238,562							\$238,562	100,000.00	100%	RC	667					4			
Elementary School	1109 W. Klutina Street	Valdez	99686	\$42,014,978							\$42,014,978	100,000.00	100%	RC	96000			Y		4			
Elementary Generator Building	1109 W. Klutina Street	Valdez	99686	\$240,354							\$240,354	100,000.00	100%	RC	667					4			
School Dist. Admin Building	1112 W. Klutina Street	Valdez	99686	\$3,831,015							\$3,831,015	100,000.00	100%	RC	7056		Frame	Y	4				
Bus Barn (Contents= Veh in Storage)	613 W. Egan Street	Valdez	99686	\$2,958,371	\$162,003						\$3,120,374	100,000.00	100%	RC	8100					4			
Gilson Middle School	357 Robe River Dr.	Valdez	99686	\$35,466,713							\$35,466,713	100,000.00	100%	RC	56,759	2014	Struc St/Metal Side	Y	4				
Hospital Campus	911 Meals	Valdez	99686	\$40,480,116	\$865,521						\$41,345,637	100,000.00	100%	RC	68,948			Y		4			
Well House #4																							
1-750,000 gal tank	1104 West Egan	Valdez	99686	\$720,000							\$720,000	100,000.00	100%	RC						4			
Well House #6 & WH Storage	300 Atigun	Valdez	99686	\$1,282,436							\$1,282,436	100,000.00	100%	RC	1125		Frame/Metal Roof			4			
Baler Building	500 South Sawmill Drive	Valdez	99686	\$1,734,461							\$1,734,461	100,000.00	100%	RC	16560					4	1		
Animal Shelter	276 E. Egan	Valdez	99686	\$1,756,730	\$78,642						\$1,835,372	100,000.00	100%	RC	5068		Masonry Non-Combustible			4			
Log Cabin at Salmon View	597 East Egan Drive	Valdez	99686	\$573,895							\$573,895	100,000.00	100%	RC						4			
Maintenance Building																							
Covered Storage	555 W. Egan	Valdez	99686	\$5,044,724							\$5,044,724	100,000.00	100%	RC	13,000	2014	Structural Steel			4			
New Fire Station	407 W. Pioneer	Valdez	99686	\$17,934,000							\$17,934,000	100,000.00	100%	RC	18,313	2021	Non-Combustible	Y	4	2			
VCT Northstar Warehouse	VCT Terminal Dock	Valdez	99686	\$1,750,000							\$1,750,000	100,000.00	100%	RC	3,500	1983				4			
Small Boat Harbor Office	300 N Harbor Drive	Valdez	99686	\$2,100,000							\$2,100,000	100,000.00	100%	RC	2,800		Open Beam/Metal Roof			4			
New Harbor Warehouse	South Harbor Drive	Valdez	99686	\$2,342,114							\$2,342,114	100,000.00	100%	RC	3,000	2017	Frame/Metal Roof			4			
New Harbor Bilge Water Building	South Harbor Drive	Valdez	99686	\$1,560,000							\$1,560,000	100,000.00	100%	RC	1,300	2017	Frame/Metal Roof			4			
Blanket City Contents					\$2,625,000						\$2,625,000	100,000.00											
Blanket School Contents					\$3,150,000						\$3,150,000	100,000.00											



STATEMENT OF VALUES

CITY OF VALDEZ AND VALDEZ CITY SCHOOLS
 Policy Year: 07/01/2024 to 07/01/2025

<i>Occupancy/Desc</i>	<i>Location</i>	<i>City</i>	<i>Zip</i>	<i>Building/ Structures</i>	<i>Contents</i>	<i>EDP</i>	<i>Extra Expense</i>	<i>Fine Arts</i>	<i>Bus Int</i>	<i>Gar Veh</i>	<i>Total Value</i>	<i>Ded</i>	<i>PCT</i>	<i>Valuation</i>	<i>Sq Ft</i>	<i>Yr Built</i>	<i>Const Type</i>	<i>Sprinkler</i>	<i>Prot</i>	<i>Stories</i>	<i>Latitude</i>	<i>Longitude</i>	<i>GPS Elev</i>
EDP Hardware/Media						\$1,086,750					\$1,086,750	100,000.00											
Extra Expense							\$3,090,000				\$3,090,000												
				\$267,291,458	\$6,881,166	\$1,086,750	\$3,090,000	\$0	\$0	\$0	\$278,349,374												

INSURED

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

Signed _____

Title Jordan Nelson, Finance Director

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
President
Hale & Associates

Name: _____



Title: _____

Acknowledged and approved on:

Date: _____

Valdez City School District

BROKERAGE SERVICES PROPOSAL

Effective

From: 07/01/2024 To 07/01/2025

Presented by:

David R. Hale, President
&
JoAnna Lewis, Account Executive



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 07/01/2024 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 06/23/2024.

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.

Client Service Team

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

David Hale
President
david@hale-ins.com

Brittany Hale Sokolow
Vice President
brittany@hale-ins.com

JoAnna Lewis
Account Executive
joanna@hale-ins.com

Michael Hale
Account Executive
michael@hale-ins.com

Nancy Harcourt
Account Executive
nancy@hale-ins.com

Shana Pilkinton
Account Executive
shana@hale-ins.com

Tabatha Wilson
Account Executive
tabatha@hale-ins.com

Arianna Nocon
Account Manager
arianna@hale-ins.com

VALDEZ CITY SCHOOL DISTRICT
AML/JIA PREMIUM SUMMARY

	<u>07/01/24-25</u>	<u>07/01/23-24</u>	<u>Change</u>
General Liability & E&O	\$ 48,070	\$ 45,721	\$ 2,349
Workers' Compensation	\$ 73,345	\$ 63,317	\$ 10,028
Business Auto	\$ 17,921	\$ 16,105	\$ 1,816
Property	\$ 8,021	\$ 7,173	\$ 848
LCIP Discount	\$ -2,324	\$ -2,397	\$ 73
Rate Stabilization Fund Credit	\$ -50	\$ -75	\$ 25
3-Year Participant Membership	\$ -7,368	\$ -6,555	\$ -813
Cyber Liability Deductible Buy-Down	\$ 5,250	\$ 5,250	\$ 0
Total AML/JIA Premium	\$ 142,865	\$ 128,539	\$ 14,326
Total Property Incl Boiler & Mach Affiliated FM Insurance Co.	\$ 128,908	\$ 116,034	\$ 12,874
Average Daily Membership	# 565	598	
Reported Payroll	\$ 7,857,139	\$ 7,596,890	
Experience Modifier	0.93	0.82	
Vehicles	17	15	
Property Values	\$ 2,818,170	\$ 2,818,170	

Payroll Subject to Audit

Payment Due: July 10, 2024



FY 2025 NOTICE OF DEPOSIT CONTRIBUTION

Valdez City School District

Amber Cawley (Business Manager)
PO Box 398
Valdez, AK, 99686-0398 Fax: (907) 835-4964
Phone (907) 834-4700

Broker: David Hale
Brokerage Firm: Hale & Associates
Phone (907) 456-667 Fax (907) 452-5214
Joined AMLJIA: 7/1/2001

ANNUAL CONTRIBUTION

<p>1. GENERAL LIABILITY</p> <p>General Liability Limits: \$10,250,000</p> <p>General Liability Deductible: \$0</p> <p>Reported Payroll: \$7,857,139</p> <p>Average Daily Membership (School only) 565</p> <p>General Liability Broker Fees: \$0</p>	<p>\$48,070</p>
<p>2. PUBLIC OFFICIALS LIABILITY / School Leaders E and O Included in General Liability</p>	
<p>3. WORKERS' COMPENSATION</p> <p>Reported Payroll: \$7,857,139</p> <p>Workers' Comp Broker Fees: \$0</p>	<p>\$73,345</p>
<p>4. AUTO LIABILITY</p> <p>Auto Liability Limits: \$10,250,000</p> <p>Auto Liability Deductible: \$0</p> <p>Auto Liability Broker Fees: \$0</p> <p>Total Number of Vehicles: 17</p> <p>Scheduled Values: \$698,841</p> <p>Comp. and Collision Premium: \$11,233</p> <p>Comp. and Collision Broker Fees: \$0</p>	<p>\$6,688</p> <p>\$11,233</p>
<p>5. PROPERTY</p> <p><i>Deductibles and Rates are listed on your Property Detail Report</i></p> <p>Total Values: \$2,818,170</p> <p>Total Mobile Equipment Values: \$0</p> <p>Mobile Equipment Broker Fees: \$0</p> <p>Property Broker Fees: \$0</p> <p><i>Earthquake and Flood Coverage: (see Property Detail Report for coverage and limits.)</i></p>	<p>\$8,021</p> <p>\$0</p>
<p>6. POLICE PROFESSIONAL LIABILITY</p> <p>PPL Limits: \$1,000,000</p> <p>PPL Deductible: \$0</p> <p>PPL Broker Fees: \$0</p> <p>Reported Police Payroll: \$0</p> <p>Accreditation Discount Percent: 0%</p>	<p>\$0</p> <p>\$0</p>

THIS IS NOT A BILL - Actual Invoices are sent out June 2024

7. TOTAL ENHANCEMENT CONTRIBUTION		\$0
Crime Coverage Limits:	\$100,000	
EC Broker Fees:	\$0	
Loss Control Incentive Program Discount:		(\$2,324)
Rate Stabilization Fund Used:		\$0
	TOTAL CONTRIBUTION	\$145,033
3 Year Agreement Rate Discount:		(\$7,368)
	TOTAL CONTRIBUTION WITH 3 YEAR AGREEMENT	\$137,665

THIS IS NOT A BILL - Actual Invoices are sent out June 2024

FY 2025 GENERAL LIABILITY DETAIL REPORT

16-May-24

Valdez City School District

GL Limits:	\$10,250,000	GL Deductible:	\$0
GL Rate	\$54.208	GL Variable	\$0
POL/E and O Rate	\$0.222	GL Contri.	\$30,628
ADM*	565	POL/E and O Contri.	\$17,443
<i>*School Districts Only</i>		Base GL Contribution	\$48,070
Total Payroll	\$7,857,139	GL Broker Fee	\$0
GL Experience Modifier	0.880	General Liability Contribution	\$48,070

FY 2025 WORKERS' COMPENSATION DETAIL REPORT

16-May-24

Valdez City School District

Code	Description	# Vol	Payroll	Rate	Contribution
9101	Schools/All Other Employees	0	\$1,110,615	\$3.02	\$33,541
8868	Schools/Professionals Employees	0	\$6,746,524	\$0.59	\$39,804

WORKER'S COMPENSATION CONTRIBUTION CALCULATION

Total Payroll	\$7,857,139	WC Variable	\$0
WC Experience Modifier	0.93	Base WC Contribution	\$73,345
Employee Federal ID #	926000150	WC Broker Fee	\$0
Total WC Contribution		\$73,345	

FY 2025 AUTOMOBILE LIABILITY/COMP AND COLLISION DETAIL REPORT

16-May-24

Valdez City School District

Veh#	Year	Make	Model	Serial/Vin#	Value	C/C ?	C/C Ded.	C/C Rate	C/C Contri.	AL Contri.	Date Start	Date End
403599	2016	Ford	Transit Van	1FBAX2CM7GKA11848	\$29,500	Yes	\$500	\$1.50	\$443	\$418	7/1/2024	7/1/2025
403592	2009	Ford	Service Van	1FDSE35L99DA90409	\$45,000	Yes	\$500	\$1.50	\$675	\$418	7/1/2024	7/1/2025
402796	2011	Bil-Jax	ET-12000 Equipment Trailer	5CUES22248BA000003	\$0	No	\$0	\$0.00	\$0	\$0	7/1/2024	7/1/2025
403593	2011	Chevrolet	Suburban	1GNWKLEG8BR301889	\$39,614	Yes	\$500	\$1.50	\$594	\$418	7/1/2024	7/1/2025
403594	2014	Ford	Ford Transit Connect XL Van	NMOLS6E7XE1156710	\$21,981	Yes	\$500	\$1.50	\$330	\$418	7/1/2024	7/1/2025
403595	2015	Ford	F250	1FTBF2B69FEB32464	\$24,398	Yes	\$500	\$1.50	\$366	\$418	7/1/2024	7/1/2025
403596	2015	Ford	F350	1FTRF3865FEB32465	\$36,757	Yes	\$500	\$1.50	\$551	\$418	7/1/2024	7/1/2025
403591	2009	Blue Bird	School Bus	59628	\$75,264	Yes	\$500	\$1.50	\$1,129	\$418	7/1/2024	7/1/2025
403598	2016	Ford	Expedition	1FMJK1GT8GEF23442	\$36,745	Yes	\$500	\$1.50	\$551	\$418	7/1/2024	7/1/2025
403606	2023	Ford	Transit Van	1FBAX9Y8XPKB70139	\$72,975	Yes	\$500	\$1.50	\$1,095	\$418	7/1/2024	7/1/2025
403600	2018	Ford	F-250	1FTBF2B63JEB73648	\$28,427	Yes	\$500	\$1.50	\$426	\$418	7/1/2024	7/1/2025
403601	2018	Ford	Transit Van	1FTBW2ZMXJKA57708	\$25,996	Yes	\$500	\$1.50	\$390	\$418	7/1/2024	7/1/2025
403602	2019	Dodge	RAM Pro 2500	3C6TRVPG4KE525924	\$62,400	Yes	\$500	\$1.50	\$936	\$418	7/1/2024	7/1/2025
403603	2019	GMC	Yukon	1GKS2FKCXKR328610	\$50,528	Yes	\$500	\$1.50	\$758	\$418	7/1/2024	7/1/2025
403604	2020	Chevrolet	Express LS Van	1GAZGNFGL1259810	\$42,281	Yes	\$500	\$1.50	\$634	\$418	7/1/2024	7/1/2025
403605	2023	Ford	Transit Van	1FBAX9C85PKB97742	\$72,975	Yes	\$500	\$1.50	\$1,095	\$418	7/1/2024	7/1/2025
403597	2015	Ford	Ford Transit Van 350 XLT	1FBZX2CM0FKA03219	\$34,000	Yes	\$500	\$1.50	\$510	\$418	7/1/2024	7/1/2025

AUTOMOBILE CONTRIBUTION CALCULATION - AUTO LIABILITY/COMP. AND COLLISION

Auto Liability Limit	\$10,250,000	Auto Liability Deductible	\$0
Scheduled Values	\$698,841	Total Number of Vehicles	17
Non-Owned/Hired	\$750	Base AL Contribution	\$6,688
Base C/C Contribution	\$11,233	AL Brokerage Fee	\$0
C/C Brokerage Fee	\$0		
Auto C/C Contribution	\$11,233	Auto Liability Contribution	\$6,688

NOTE: Only those vehicles that are covered under Comp. and Collision have recorded scheduled values.

FY 2025 PROPERTY DETAIL REPORT

16-May-24

Valdez City School District

Building/Real Prop + Contents + EDP + Fine Arts + Bus Int + Garaged Veh = Total Values

ID#	Property Item	Address	Appraised Bldg Value*	SCHEDULED VALUES FOR EXPOSURE									Rate	Contribution
				Prop	Content	EDP	Fine Art	Bus Int	Gar Ve	Total	Ded			
152604	Gilson Middle School	357 Robe River Dr.	\$0	\$0	\$100,000	\$711,270	\$0	\$0	\$0	\$811,270	\$10,000	\$0.21	\$1,674	
152704	High School	319 Robe River Drive	\$0	\$0	\$100,000	\$704,750	\$0	\$0	\$0	\$804,750	\$10,000	\$0.28	\$2,214	
152918	Elementary School	1109 W. Klutina Street	\$0	\$0	\$100,000	\$939,400	\$0	\$0	\$0	\$1,039,400	\$10,000	\$0.34	\$3,573	
152919	School Dist. Admin Building	1112 W. Klutina Street	\$0	\$0	\$100,000	\$62,750	\$0	\$0	\$0	\$162,750	\$10,000	\$0.34	\$560	

PROPERTY TOTALS / CONTRIBUTION CALCULATION

EARTHQUAKE AND FLOOD	
Flood Zone	0
Earthquake Limits	\$100,000,000
Flood Limits	\$125,000,000
Earthquake Deductible	2%/ \$100,000 minimum
Flood Deductible	\$100K/\$250K

Total Building Values	\$0
Total Contents Values	\$400,000
Total EDP Values	\$2,418,170
Total Business Int	\$0
Total Fine Arts	\$0
Total Garaged Veh.	\$0
Total Property Values	\$2,818,170
Base Contribution	\$8,021
Property Broker Fee	\$0
BM Contribution	\$0
Property Contribution	\$8,021

***APPRAISED BUILDING VALUES**

Property Appraisals are a member service of the AMLJIA. Appraisal data is collected by AMLJIA Risk Managers and values are reviewed by Appraisal Company of Alaska, but are not certified appraisals and can not be used as such. Appraisal values are intended to give you an idea of the current value of your property, with the understanding that the AMLJIA is not engaged in rendering legal, survey or other professional services. If there is a difference from your scheduled value, we **STRONGLY RECOMMEND** that your scheduled values be within 20% of the estimated appraisal value. Property values will not be adjusted without your written request.

FY 2025 ENHANCEMENT COVERAGE REPORT

16-May-24

Valdez City School District

Coverage Type	Coverage Policy #	Eff Date/Beg	Eff Date/End
Student Accident		7/1/2023	7/1/2024
Limits	Basis	Notes	
\$25,000	Included	80% Coinsurance	
Deductible			
\$50			

Brokerage Fee: \$0

Contribution: \$0

Coverage Type	Coverage Policy #	Eff Date/Beg	Eff Date/End
Crime Coverage		7/1/2023	7/1/2024
Limits	Basis	Notes	
\$100,000	Included		
Deductible			
\$1,000			

Brokerage Fee: \$0

Contribution: \$0

TOTAL SUPPLEMENTAL COVERAGES: \$0



FY 2025 RATE STABILIZATION FUND CREDIT

16-May-24

Valdez City School District

How to Use Your Rate Stabilization Fund Credit

The Alaska Municipal League Joint Insurance Association, Inc. (AMLJIA) is distributing members' retained earnings in a way that benefits both the membership and the pool itself. This program, called the Rate Stabilization Fund, considers longevity, loyalty and contributions to the program consistent with the desires of the Board of Trustees to meet that goal.

The Rate Stabilization Fund is based upon the allocation principles expressed in the Cooperative Participation Agreement (CPA) Section 11 (2), "Members' Equity and Dividend Distribution," which offer guidance on how to fairly and equitably distribute members' retained earnings. The fund consists of appropriations made to it from time to time by the AMLJIA Board of Trustees. Each member has its own balance which can be used to offset contributions. Members will be allowed to use up to one-third (33.3%) of the balance of their account in any one year until the balance remaining falls below \$150. If the total balance is \$150 or less, the entire amount may be used in a single fiscal year.

If you choose to use your credit this year, please indicate the amount of money you wish to use from the amount available to you this year, sign this form confirming your decision, and return it to the AMLJIA at the fax number above. Once we receive the signed form, we will send a credit invoice indicating the difference between your total contribution minus the amount of the credit which you elected to use.

Rate Stabilization Fund Balance \$150

Credit Amount Available this Year: \$50

Amount of Available Credit Member
Desires to Use:

Signature and Title:

Date:

PLEASE FAX THIS COMPLETED FORM TO 907-279-3615

**ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

RETENTION BUY DOWN PROPOSAL

Type of Coverage	APIP Cyber Policy – Claims Made & Reported
Program	Alliant Property Insurance Program (APIP) inclusive of Public Entity Property Insurance Program (PEPIP), and Hospital All Risk Property Program (HARPP)
Named Insured	Valdez City School District (AML/JIA)
Policy Period	July 1, 2024 to July 1, 2025
Retroactive Date	Follows APIP Cyber Policy
Coverage Form	Attaching to and forming part of Policy No. TBD
Insurance Company	Lloyd's of London – Beazley Syndicates: 2623/623
A.M. Best Rating	A (Excellent), Financial Size Category: XV (\$2 Billion or greater) as of July 27, 2023
Standard & Poor's Rating	AA- (Very Strong), as of December 13, 2023
Admitted Status	Non-Admitted
Coverages & Limits	Same as APIP Cyber Policy
Endorsement & Exclusions (including but not limited to)	Beazley <ul style="list-style-type: none"> • Follows APIP Cyber

Beazley – Retention Buy Down

	<u>Annual Premium</u>	<u>Surplus Lines Tax</u>	<u>Stamping Fee</u>	<u>Total Cost</u>
Option 1 \$5,000 Retention	\$5,250.00	Exempt	Exempt	\$5,250.00

Proposal Valid Until **August 15, 2024**

Subjectivities

- *Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.*

Conditions

- Security is 100% Lloyds of London, Beazley Syndicate 2623/623
- All Surplus Lines Taxes/Fees are Fully Earned
- 45 Day Premium Payment Warranty (Premium must be paid to Alliant within 20 days of binding to meet the Warranty Requirements)

Binding Conditions

A written request to bind coverage

Broker

ALLIANT INSURANCE SERVICES, INC.
License No. 0C36861

NOTES: Coverage outlined in this Proposal is subject to the terms and conditions set forth in the quote. Please refer to quote for specific terms, conditions and exclusions.

See Disclaimer Page for Important Notices and Acknowledgement

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

NRRA:

(Applicable if the insurance company is non-admitted)

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Other Disclosures / Disclaimers - Continued

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. *If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.*

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy:

(Applicable to any coverage that is identified as claims made)

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.

Request to Bind Coverage

Valdez City School District (AML/JIA)

Effective Date: July 1, 2024

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Bind Coverage for:	Total Cost:
Option 1 \$5,000 Retention	<input type="checkbox"/> \$5,250.00

After review of the optional coverages summarized in this proposal, we have elected to decline all option(s) presented above.

**Did you know that Alliant works with premium financing companies?
Are you interested in financing your annual premium?**

Yes, please provide us with a financing quote.	No, we do not wish to finance our premium.
<input type="checkbox"/>	<input type="checkbox"/>

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insured Representative	Date
Title	
Printed / Typed Name	

**This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval.
*The actual terms and conditions of the policy will prevail.***

Insurance Checklist

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

By: _____
Client: Name/title

Date: _____

Optional Services

OPTIONAL SERVICES LIST	
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	

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.



Legislation Text

File #: 24-0252, **Version:** 1

ITEM TITLE:

Discussion Item: Meals Hill Park Re-Naming

SUBMITTED BY: Council Member Love/Council Member Devens/Council Member Foster

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

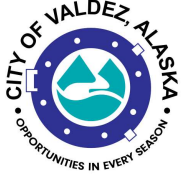
Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

At the regular city council meeting on May 21st a sub-committee (Council members Love/Devens/Foster) was appointed by Mayor Fleming to bring back a recommendation regarding re-naming Meals Hill Park. The sub-committee requested a discussion item be provided on this agenda.



Legislation Text

File #: RES 24-0029, **Version:** 1

ITEM TITLE:

#24-29 - Authorizing the City Clerk to Dispose of Certain City Records

SUBMITTED BY: Sheri Boyles, Records Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

The records listed in the attached list have exceeded the retention period as approved by Res 19-45. It is requested that the records stated on the list be destroyed by the City Clerk as provided in Section 2.76.080 of the Valdez Municipal Code.

CITY OF VALDEZ, ALASKA

RESOLUTION #24-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, AUTHORIZING THE CITY CLERK TO DISPOSE OF CERTAIN
CITY RECORDS

WHEREAS the records listed in 'Attachment A' are not of an historical, legal or administrative value; and

WHEREAS the records have exceeded the retention period outlined in the City of Valdez Records Retention Schedule as approved by Resolution No. 19-45.

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

The records listed in "Attachment A", have exceeded the retention period as approved by Resolution No. 19-45, and may be destroyed by the City Clerk as provided in Section 2.76.080 of the Valdez Municipal Code.

PASSED AND APPROVED this 18th day of June, 2024.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

RESOLUTION #24-29

June 2024 Destruction List – Attachment “A”

Harbor

2019 HD Marine waterfront commercial work permit packet
2020 907 Marine waterfront commercial work permit packet
2020 Transient Moorage Agreements
2019 Hot Work Permits
2019 Crane Agreements
2019 Storage Agreements
2018 Boat Lift Agreements
2017 Waterfront Activity Registrations
2018 Waterfront Activity Registrations
2019 Transient Moorage Agreements
2017 Work Order Books
2018 Work Order Books
2018-2020 Daily Logs
2020 Grid Scheduling Book
2020 Boat Lift Scheduling Book
2015-2021 Oil Spill Reports

Harbor Returned Mail

Charles Settle – 12/26/2018
Charles Settle – 06/03/2019
Charles Settle – 05/07/2019
Charles Settle – 03/07/2019
Charles Settle – 11/30/2018
Charles Settle – 07/09/2018
Charles Settle – 03/14/2019
Charles Settle – 01/03/2019
Charles Settle – 12/07/2018
Charles Settle – 04/03/2019
Charles Settle – 12/17/2018
Charles Settle – 11/16/2018
Pacific Dream Fishing INC – 07/02/2022
Vadim S. Kulikovskiy – 2022
Finstra Fishing LLC – 11/01/2022
Finstra Fishing LLC – 10/2022

Finstra Fishing LLC – 12/02/2022
Jason & Joyce Peterson – 03/01/2022
Jason & Joyce Peterson – 02/02/2022
Jason & Joyce Peterson – 01/03/2022
Ronald Southern – 07/02/2022
Ronald Southern – 10/04/2022
Ronald Southern – 12/02/2022
Robert Ewing – 12/02/2022
Coastal Villages Seafood – 12/02/2022
Coastal Villages Seafood – 11/01/2022
Coastal Villages Seafood – 08/01/2022
Coastal Villages Seafood – 09/01/2022
Coastal Villages Seafood – 10/04/2022
Danielle Rieth – 02/02/2022
Danielle Rieth – 01/03/2022
Danielle Rieth – 12/01/2021
Danielle Rieth – 11/02/2021
Erickson Dehmer – 06/02/2020
Bart Garber – 11/03/2020
Bart Garber – 02/01/2021
Bart Garber – 01/04/2021
Theodore Wingertery – 09/03/2020
Darrick Latham – 12/02/2020
David Brown – 06/02/2020
Kevin Stafford – 06/02/2020
Derrick Fettig – 01/17/2020
Kilokak Inc. – 10/01/2020
Nate Watson – 03/16/2020
Michael Koke or Gary Swan – 10/01/2020
Michael Koke or Gary Swan – 11/03/2020
Michael Koke or Gary Swan – 01/04/2021
Michael Koke or Gary Swan – 12/02/2020
Michael Koke or Gary Swan – 02/01/2021
Leha Uehling – 12/02/2020
Leha Uehling – 11/03/2020
Leha Uehling – 01/04/2021
Leha Uehling – 02/01/2021

Leonard L. Pierce – 10/01/2020
Leonard L. Pierce – 11/03/2020
Leonard L. Pierce – 12/02/2020
Leonard L. Pierce – 09/03/2020
Leonard L. Pierce – 02/01/2021
Leonard L. Pierce – 01/04/2021
Rex or Lyndell Goolsby – 12/02/2020
Rex or Lyndell Goolsby – 11/03/2020
Rex or Lyndell Goolsby – 01/04/2021
Rex or Lyndell Goolsby – 02/01/2021
Quirt Peluso – 12/02/2020
Quirt Peluso – 11/03/2020
Mathew Sweet – 12/02/2020
Mathew Sweet – 11/03/2020
Mathew Sweet – 10/01/2020
Jason Meisler – 10/01/2020
Jason Meisler – 11/03/2020
Jason Meisler – 12/02/2020
Jason Meisler – 09/03/2020
Clancy Tooke – 11/03/2020
Clancy Tooke – 12/02/2020
Clancy Tooke – 01/04/2021
Clancy Tooke – 02/01/2021
Richard Graham – 08/03/2020
Richard Graham – 09/03/2020
Richard Graham – 11/03/2020
Richard Graham – 12/02/2020
Richard Graham – 01/04/2021
Kenai Gravel Products, LLC – 07/02/2021
K & N Contracting – 07/02/2021
Christopher Hansen – 07/02/2021
Peder Thorstenson – 06/02/2021
Ravencroft Lodge – 01/04/2021
John & Cathrine Gillis – 04/01/2021
Herring Impaired Outfitters – 08/03/2020
Herring Impaired Outfitters – 09/03/2020
Herring Impaired Outfitters – 10/01/2020

Herring Impaired Outfitters – 11/03/2020
Judd Rutledge – 02/01/2021
Judd Rutledge – 01/04/2021
Shemya Fisheries II LLC – 07/02/2021
Santiago or Debra Rodriguez – 12/02/2020
Robert E. Chase – 09/02/2021
Big Alaska Fishing – 09/02/2021
Jon P. Simeon – 07/02/2021
Jon P. Simeon – 08/02/2021
Jon P. Simeon – 09/02/2021
Jon P. Simeon – 10/04/2021
Jorge Mandujano – 07/02/2021
Jorge Mandujano – 05/04/2021
Jorge Mandujano – 10/04/2021
Jorge Mandujano – 04/01/2021
Jorge Mandujano – 08/02/2021
Jorge Mandujano – 09/02/2021
Jorge Mandujano – 11/02/2021
James Perry – 10/04/2021
James Perry – 11/02/2021
Jason Hansen – 02/01/2021
Jason Hansen – 01/04/2021
Jason Hansen – 12/01/2021
Jason Hansen – 12/02/2020

Parks & Recreation

Box 1999

Completed catering service order forms/ full year
Completed Civic Center revenues/ full year
Completed Civic center event service orders/ full year
Staff Schedule and payroll/ full year
Movie exhibitor reports 1998-1999
Revenue records

Box 2000

Caterer activity summary/ full year
Civic Center completed revenues/ full year
Event Service orders/ full year

Civic center purchase orders/ full year

Revenue records/ full year

Staff Schedules/ time sheets

Building schedules/ task lists

Box #2 of 2000 (z-tape)-

Movie Calendar

Exhibitor reports

1996-2000 movie concessions receipts

1998 "Celebrating a Century" video admissions tallies

1995 Valdez Convention and Civic Center statistics of summer videos

1996 task lists, staff time sheets

1994 Summer video memo and statistics

1995 invoice of admissions and projectionist's checklist

1996 movie passes

1995 concessions proceeds, admissions, tally slips, and video sales

1994 ticket tapes for summer movies

2007,2006,2005 Movie book (binder)

2007 Z-tape from concessions and movie admissions

2003-2004 Z-tape from concessions and movie admissions

2005 movies ticket and concessions balance sheets and

Z-tape

2006 movies ticket and concessions balance sheets and

Z-tape

2002-2004 movies ticket and concessions balance sheets and Z-tape

Box 2001

Schedules/ time sheets

CSO's for catering

Catering revenues

Completed Civic Center revenues

ESO's

Payroll

Box 2002

Purchase orders/full year

Completed revenues

ESO's full year

Catering service order and revenues/full year

Staff time sheets

Box 2003

- Purchase orders/full year
- ESO's
- Catering services orders and revenues
- Completed revenue
- Staff time sheets

Box 2004

- Purchase orders
- ESO's
- Completed revenues
- Movie payment Records 2001-2004
- Catering service orders and revenues
- Staff schedules/ time sheets/ task lists (July-Dec)
- Facility schedule

Box 2005

- Purchase orders
- ESO's
- Completed revenue
- Catering service orders and revenues
- Staff schedules/ time sheets/ task lists (July-Dec)
- Facility schedule
- Revenue deposit forms and receipts

Box 2006

- Purchase orders
- ESO's
- Completed revenue
- Catering service orders and revenues
- Staff schedules/ time sheets/ task lists (July-Dec)
- Staff schedules/ time sheets/ task lists (Jan-June)
- Facility schedule
- Revenue deposit forms

Box 2007

- Purchase orders
- ESO's
- Completed revenue
- Catering service orders and revenues
- Staff schedules/ time sheets/ task lists (July-Dec)

Staff schedules/ time sheets/ task lists (Jan-June)
Facility schedule

Box 2008

Purchase orders
ESO's
Completed revenue
Catering service orders and revenues
Staff schedules/ time sheets/ task lists (July-Dec)
Staff schedules/ time sheets/ task lists (Jan-June)
Facility schedule
Completed Insurance documents and reports
Civic Center revenues

Box 2008 movies

Movie ticket and concessions revenue reports
Concessions Z-tape
Movie receipts
Concessions receipts
Staff schedules/building schedules/time sheets/ task lists (July-Dec)
Staff schedules/building schedules/time sheets/ task lists (Jan-June)

Box 2009 VCCC

Purchase orders
ESO's
Completed revenue
Catering service orders and revenues
Facility schedule
Completed Insurance documents and report

Box 2009 movies

Movie binder
Concessions balance sheet
Dinner and a movie ticket stubs (movie ticket, dinner ticket, popcorn ticket)
Staff schedules/building schedules/time sheets/ task lists (July-Dec)
Staff schedules/building schedules/time sheets/ task lists (Jan-June)

Box 2010 VCCC

Purchase orders
Catering service orders and invoices
Special event's paperwork

Box 2010 movies

Movie binder

Concessions balance sheet

Staff schedules/building schedules/time sheets/ task lists (July-Dec)

Staff schedules/building schedules/time sheets/ task lists (Jan-June)

Box 2011 VCCC

Staff schedules/building schedules/time sheets/ task lists (July-Dec)

Staff schedules/building schedules/time sheets/ task lists (Jan-June)

Revenue binder

Yellow movie passes/orange popcorn passes (envelope)

Box 2011 movies

Expenses binder

Concessions balance sheet

Box 2012 VCCC

Expenses Binder

Staff schedules /time sheets (July-Dec)

Staff schedules / task lists (Jan-June)

Completed revenue

Box 2012 movies

Balance sheets

Movie binder

Box 2013 movies

Balance sheets

Box 2014 movies

Balance sheets

Concessions Receipt's

Green movie certificates

Box 2015 movies

Movie tickets balance sheet

Staff schedules Box 2016 movies

Movie tickets balance sheet

Staff schedules

Box 2017 movies

Movie tickets balance sheet

Staff schedules

Box 2018 movies

Movie tickets balance sheet

- Staff schedules
- Box 2019 movies
 - Staff schedules
- Binder 2017
 - Event Registration
- Binder 2016
 - Event Registration
- Binder 2017
 - Summer camps
- Binder 2016
 - Park Rec. registration
- Binder 2017
 - Park Rec. Event Registration
- Binder 2010
 - Park Rec. registration
- Binder 2010
 - Park and Rec. Purchase Orders
- Envelope 2017
 - Teen Center Rentals
- Envelope 2017
 - Pool Rentals
- Envelope 2017
 - Park Rentals
- Manuals
 - Spirit Halloween Store Displays
- File
 - Work orders 2007-2014
- File
 - Purchase Orders 2012-2014
- Plaque
 - Park Rec. for Gold Rush Days 2006
- Box 2015 Parks and Rec. Volunteers Forms/ Management
 - Folder Trail Passes
 - File "Website Stuff" how too guides
 - File "Pool Operations Manual 2004
 - 2013 Events Flyers, Maps, Passes, Signs
 - Budget 2014/ Meeting Book

File "Frisbee Golf Course" Brochures
2016 Summer camp Binder
2016 Insurance Form
2016 Teen Center Rentals
2016 Park Rentals
2016 Pool Rentals
2015 Summer camps
2015 Rental Agreements
2015 Pool Rentals
2015 Park Rentals
Box #2 2015
 Registration Forms
 Parks and Rec. Registration forms
 Fencing Class 2015 information
Box Parks and Rec. 2014
 Park Maintenance expenses
 Park and Rec. Expenses
 Civic Center Expenses
Parks and Rec. #2 2014
 2014 Park Rentals
 Art contest voting forms
 Summer camps
 Teen Center rentals
 Parks and Rec. Registration forms and content (binder)
 Parks and Rec. Registration forms and content (binder #2)
Parks and Rec. Box 2013
 Parks and Rec. Registration forms
 Ski Hill registration
 Park and Rec. Expenses
 Salmon cutouts art contest (envelope)
 Voting cards
 Park Maintenance expenses
 Planning and Feasibility design/comps for municipal Harbor facilities
 Budget meeting book
 2007 Valdez waterfront development master plan/ book
 2006 Valdez Coastal management plan amendment
Box 2013 #2

- Teen center/pool rentals
- Park rentals
- Teen center attendance sheets
- 2014 Ski hill registration
- Box 2012 Park and recreation
 - Teen center/ pool rentals
 - Park and Rec. rental applications/calendars
 - Park Maintenance expenses
 - Snow Glob (binder) crew list, phone numbers, injury/incident/accident reports
 - Parks and Rec. registration forms
 - Run series Registrations
 - Parks and Rec. expenses
- Box 2011 Parks and Recreation
 - Registration
 - Rentals
 - Parks Maintenance expenses
 - Civic Center Movies
 - Parks and Recreation expenses
- Binder
 - 2009 Purchase Orders
- Binder
 - 2008 Parks and Recreation Revenue July – December
- Binder
 - 2008 Parks and Recreation Revenue January - June
- Binder
 - Purchase Orders 2008
- Binder
 - Park and Rec. Purchase Orders 2007
- Binder
 - Parks and Rec. Revenue 2007
- Binder
 - 2006 Parks and Rec. Revenue January - May
- Binder
 - 2006 Parks and Rec. Revenue June - December
- Binder
 - Parks and Rec. Purchase Orders 2006

Binder
2005 Parks and Rec. Revenue June - December

Binder
2005 Parks and Rec. Revenue January - June

Binder
Valdez Civic Center Information folders

Envelope
Gold Rush Days 1993 -2003 meeting minutes, notes, Miscellaneous documents from 2005

Binder
2005 Parks and Rec. Purchase Orders

Binder
2004 Parks and Rec. Purchase Orders

Binder
2003 Parks and Rec. Revenue

Binder
2002 - 2003 Parks and Rec. Purchase Orders

Binder
Parks and Rec. Inventory 1981-1995

Binder
1982 - 1983 ESO'S

Binder
1984 ESO'S

Binder
1986 ESO'S

Binder
1987 ESO'S

Binder
1988 ESO'S

Binder
1989 ESO'S

Box 1 of 2
Valdez Centennial Celebrations, Anniversaries, and Events

Box 2 of 2
Valdez Centennial Celebrations, Anniversaries, and Events

Box ARPA Nancy

Alaska recreation and Parks association (ARPA) bank statements 1991-1992 /
 1992-1993
 Correspondence Treasurer/Membership 1989-1990
 ARPA Policy Manual
 Bylaws/ Awards/ Memberships
 ARPA Bank Statements 1989-1990
 ARPA Bank Statements 1989-1990 / 1990-1991
 Sylvia Harvey ARPA treasures paperwork
 ARPA Bank Statements 1985-1989
 ARPA Expenditures / Revenues 1991-1992
 ARPA Payments Receipts 1989-1990
 Payment Vouchers 1985-1987
 ARPA Meeting minutes 1989
 ARPA Checkbook account information 1981
 National Recreation and Park association membership Cards 1994
 ARPA Deposit Stamp/ Stamp pad
 Treasurers Report's and Proposed and approved budgets 1989
 Expenditures Revenues 1993-1994
 Expenditures Revenues 1994-1995
 Expenditures Revenues 1992-1993
 Bank statements 1994-1995
 Letter envelope (containing a Dollar bill)
 Brochures and Envelopes for 1st national bank
 Box ARPA Nancy continued
 Receipt book
 Register book from 1st national bank
 3 ARPA Check book
 Box 2004 Parks and Rec.
 Parks and Rec. revenue reports
 Envelope (Nancy Robb Parks and Rec.)
 Copy of plane ticket and receipt
 Centennial Logo art contest
 Envelope
 City Logo Ideas
 Envelope Civic Center
 Photo of stage in the theater
 Binder

Capital Improvement Projects Committee 2001 Guidelines

Binder

CIPS 1990-1996

Binder

CIPS 1989-1982 Purchase Orders

Binder

CIPS 2003-1998 Purchase Orders

Binder

CIPS 2002-2005 Purchase Orders

Binder

1995 Valdez Community Survey

Box (Fireweed Honey)

Allison Point Campground Receipts

File Cabinet (600.0) This list is all before 2002 Transmittal/Receipt

Pool Attendance & Revenue Summary

1988-2002 Rec Attendance

Lifeguard Rescue Reports

Incident Reports

Inventory

Legislative Correspondence

Federal Priorities

Municipal Entitlement Lands

P&R Manager Correspondence

Volunteer Release Forms

Campground RFP/Letters/Evals/Extensions/Revenues

Coast Guard View Lookout

Intern Placement Contract

Janitorial Contracts

Lawn Maintenance Contract

Agreements

Misc. Box

2018-2019 Rental & Activity Registration

2020-2023 Cemetery Payments

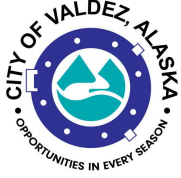
Park & Rec Activity Posters

2018 Alcohol Permits

2018 Flyer Layout Forms

Program Survey

2018 Pool Rental Applications



Legislation Text

File #: 24-0255, **Version:** 1

ITEM TITLE:

Procurement Report: Professional Services Agreement with Shannon & Wilson for Additional Site Characterization Activities, HHES

SUBMITTED BY: Scott Benda, Senior Project Manager

FISCAL NOTES:

Expenditure Required: \$91,969

Unencumbered Balance: \$115,708

Funding Source: 350-0310-55000-1601

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

In July '23 a cracked fuel oil pipe was discovered next to the 8,000 gallon above ground fuel oil tank at HHES. Fuel oil had leaked onto the ground for an undetermined amount of time. Preliminary cleanup work immediately took place and the cracked pipe was repaired. In September 2023 formal cleanup operations were started with environmental oversight and sampling by Shannon & Wilson. Approximately 5 cubic yards of contaminated soil was removed between the structures and the remaining soil was treated with an in-situ chemical oxidation product.

This was the second spill at this site since the original cleanup in '17. Due to the fuel spill occurring at a school and its close proximity to future muni drinking well #5, this site requires additional levels of monitoring and sampling to achieve eventual State of Alaska Dept of Environment Conservation (ADEC) compliance and close out.

The work in the attached proposal is required by ADEC and consists of preparing a work plan, advanced soil borings, installing soil vapor points and monitoring wells, collecting soil, soil vapor and quarterly ground water analytical samples, managing investigation-derived waste and reporting. A two-year time frame has been established for the work.

This report is filed per City Procurement Code 2.80.040 (procurement).



City of Valdez
Agreement for Professional Services

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and SHANNON & WILSON, INC. (“Consultant”) is effective on the ___ day of June, 2024.

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

Project: HHES Site Characterization Activities
Project No: 24-350-1601
Contract No.: 2223
Cost Code: 350-0310-55000.1601

Consultant’s project manager under this agreement is Dan McMahon.

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

City’s project manager is Scott Benda.

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 \$91,969.

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.



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: HHES Site Characterization Activities
Project No. 24-350-1601
Contract No. 2223
Cost Code: 350-0310-55000.1601



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.

SHANNON & WILSON, INC.

**CITY OF VALDEZ, ALASKA
APPROVED:**

Authorized Signature

John Douglas, City Manager

Printed name

Date: _____

Date: _____

ATTEST:

Title: _____

Sheri L. Pierce, MMC, City Clerk

FEDERAL ID #: _____

Date: _____

Mailing Address

RECOMMENDED:

City, State, Zip Code

Nathan Duval, Capital Facilities Director

Date: _____

Signature of Company Secretary or Attest

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Date: _____

Jon S. Wakeland

Date: _____

Agreement for Professional Services
Project: HHES Site Characterization Activities
Project No. 24-350-1601
Contract No. 2223
Cost Code: 350-0310-55000.1601



Appendix A Scope of Work

BASIC SERVICES

Provide all professional services necessary to provide the City of Valdez: Prepare a work plan, advancing soil borings, install soil vapor points and monitoring wells, collect soil, soil vapor, and quarterly groundwater analytical samples, manage investigation-derived waste (IDW) and provide reports.

The scope of work is more specifically described in the attached proposal dated April 22, 2024 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 \$91,969 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).

April 22, 2024

Mr. Scott Benda
City of Valdez
300 Airport Road, Suite 201
Valdez, AK 99686

RE: PROPOSAL FOR ADDITIONAL SITE CHARACTERIZATION ACTIVITIES, HERMON HUTCHENS ELEMENTARY SCHOOL, 1009 WEST KLUTINA STREET, VALDEZ, ALASKA

Dear Mr. Benda:

We are pleased to submit herein our proposal to conduct additional site characterization activities at the Hermon Hutchens Elementary School (HHES) located at 1009 West Klutina Street in Valdez, Alaska. Two Alaska Department of Environmental Conservation (ADEC) contaminated sites identified as “Hermon Hutchens Elementary School UST 2” (ADEC File No. 2264.26.021) and “Hermon Hutchens Elementary School Admin Building” (ADEC File No. 2264.38.044) are located at the site. An ADEC-listed spill site (No. 23229920601) is also located at the Property.

BACKGROUND

Two underground storage tanks (UST) were removed from the site in 2017. The tanks were located adjacent to a “Generator Building” and an “Administrative Building”. During the UST removals, impacted soil was excavated and landfarmed offsite. In October 2019, Shannon & Wilson conducted release activities at the site. The project included advancing Borings B1 through B3, which were completed as Monitoring Wells MW1 through MW3, respectively, and collecting soil and groundwater samples. Boring B2, which was advanced adjacent to the Generator Building, contained maximum 363 milligrams per kilogram (mg/kg) diesel range organics (DRO) exceeding the applicable ADEC cleanup level of 230 mg/kg. The remaining soil and groundwater samples did not exceed the applicable ADEC cleanup levels.

Shannon & Wilson collected soil samples from the landfarm and groundwater samples from the monitoring wells in 2021. The soil and groundwater samples did not contain contaminant samples exceeding the ADEC cleanup levels. In a letter dated April 15, 2022, the ADEC requested the preparation of a conceptual site model (CSM) and an evaluation of cumulative risk, in order to evaluate the site for closure.

Following review of our September 20, 2022 *Cumulative Risk Evaluation and Conceptual Site Model, Hermon Hutchens Elementary School, 1009 West Klutina Street, Valdez, Alaska*, Ms.

Brandi Tolsma of the ADEC concluded that groundwater contamination at the site has not been fully delineated. Ms. Tolsma requested that additional monitoring wells be installed and sampled quarterly for at least one year to evaluate groundwater. In addition, since the elementary school, generator building, and admin building are located within 30 feet of the documented soil contamination, she requested that the vapor intrusion pathway be evaluated.

An approximately 8,000-gallon heating fuel aboveground storage tank (AST) is located north of the facility's Generator Building. The AST supplies fuel to a generator via aboveground piping. On July 25, 2023, City of Valdez personnel observed that the piping was leaking, adjacent to the north exterior wall of the Generator Building. City of Valdez conducted initial cleanup activities which included excavating approximately 5 cubic yards (cy) of material. The soil was transported to the City of Valdez's Baler Facility located at 500 South Sawmill Road.

Shannon & Wilson subsequently conducted site characterization and cleanup activities. The project included collecting soil samples from the cleanup excavation and applying an in-situ chemical oxidation (ISCO) product to the excavation, and collecting a groundwater sample from Well MW2. Analytical soil results from the excavation contained concentrations of DRO, naphthalene 1,2,4-trimethylbenzene, and/or 1,3,5-trimethylbenzene at concentrations greater than the ADEC Method Two cleanup levels. The remaining tested analytes were either reported as non-detect or at concentrations below the applicable ADEC cleanup levels. Groundwater analytical results from Well MW2 contained concentrations of gasoline range organics (GRO), DRO, chloromethane, 1-methylnaphthalene, 2-methylnaphthalene, fluoranthene, and naphthalene below the ADEC Table C cleanup levels. These results were consistent with historical results.

SCOPE OF WORK

The project will consist of preparing a work plan, advancing soil borings, installing soil vapor points and monitoring wells, collecting soil, soil vapor, and quarterly groundwater analytical samples, managing investigation-derived waste (IDW), and reporting. Discovery Drilling, Inc. (Discovery) will provide the equipment and personnel to advance the borings and install the soil vapor points and monitoring wells. Soil and groundwater samples will be submitted to SGS North America Inc. (SGS) for laboratory analysis. Soil vapor samples

will be submitted to Eurofins Air Toxics, LLC (Eurofins). If applicable, IDW will be treated and disposed of by US Ecology.

Task 1- Work Plan Preparation

Upon authorization to proceed, Shannon & Wilson will prepare a work plan which will be submitted to the ADEC. The additional site characterization activities will not proceed until ADEC approval is received. We assume we will respond to one round of comments from the ADEC.

Task 2- Field Activities

At least three days prior to advancing the soil vapor points and soil borings, the utility locate center and the City of Valdez will be contacted to mark buried utilities within the project area and identify potential conflicts such that the proposed boring locations can be adjusted, if necessary.

Soil Vapor Points

Three soil vapor points will be installed using a GeoProbe® direct push rig to depths of approximately 2 feet below ground surface (bgs) during the first field effort. Each soil vapor point will consist of a 3/8-inch diameter, 6-inch-long steel screen connected to 0.25-inch outer diameter (OD) Teflon-lined tubing and a drive point tip. Silica sand will be placed from the bottom of the hole to approximately 6 inches above the screen. Hydrated bentonite chips will be placed on top of the sand pack to approximately 0.5-foot bgs. Silica sand will be placed on top of the bentonite seal. A flush-mount protective monument will be installed around each soil vapor point and embedded in asphalt or the surrounding soil, as appropriate.

To allow for the sealant at the surface around the probes to cure and the subsurface conditions to equilibrate, the soil vapor points will be sampled during the second quarterly groundwater sampling event. Sampling procedures will be in accordance with the DEC's 2017 *Vapor Intrusion Guidance* and will include leak detection. Prior to sampling, a leak detection apparatus will be set up over the soil gas probes. A leak detection hood will be set up over each soil vapor point and the point will be connected through the leak detection hood to a pumping train. Prior to connecting the summa canister, a shut-in test will be conducted by evacuating the lines in the above-ground sample train, shutting the vacuum in by closing the valves on opposite ends of the sample train, and then observing whether there is an observable loss of vacuum. If a vacuum leak is observed the fittings will be

tightened until the vacuum in the sample train does not noticeably dissipate. A leak test will then be initiated within the leak detection hood using a helium tracer. The leak detection test will continue for the duration of the pumping and sampling effort.

The soil gas sampling process will begin by purging 3 to 5 dead-space volumes of soil gas from the sampling train with an air pump and flow meter. The dead space volume will be estimated by summing the internal volume of the tubing between the probe tip and the sampling devices, and the annular space around the probe tip. The dead-space volumes will be removed using a pump and regulated with a flow meter to determine when purging is complete. Soil gas samples will be collected from each soil vapor point. The analytical samples will be collected using 1-liter summa canisters and dedicated ¼-inch diameter Teflon-lined tubing. Following purging, soil gas samples will be obtained using the summa canister sampling assembly attached to a 3-way valve. Four soil gas samples, one from each soil vapor point plus one field duplicate, will be collected and submitted to Eurofins for analysis of VOCs by EPA Method TO-15.

Soil Borings

Discovery will advance three soil borings utilizing a track mounted drill rig. The borings will be advanced until groundwater is encountered, which is assumed to be approximately 20 feet below ground surface (bgs). Field screening samples will be collected at 2-foot intervals using large diameter split spoons until groundwater is encountered. Each soil sample will be visually described and "screened" for volatile compounds using a photoionization detector (PID) and ADEC-approved headspace screening techniques. Two analytical soil samples will be collected from each boring and submitted for analysis. The samples will be collected from the interval just above the soil/water interface and from the sample interval with the highest PID measurement.

Each sample will be analyzed for DRO by Alaska Method (AK) 102, residual range organics (RRO) by AK 103, volatile organic compounds (VOCs) by Environmental Protection Agency (EPA) Method 8260D, and polynuclear aromatic hydrocarbons (PAHs) by EPA Method 8270D SIM. For quality control purposes, a duplicate sample and one trip blank will be submitted for analysis.

Monitoring Wells

Borings B4 through B6 will be completed as Wells MW4 through MW6. The wells will be constructed of 2-inch nominal inside diameter 40 polyvinyl chloride (PVC) pipe with

threaded connections. The lower portion of the wells will consist of an approximately 10-foot section of 0.010-inch slotted well screen. The screen will extend approximately 5-feet below the soil/groundwater interface. A continuous sand pack will be used to backfill around the well screen to 1 to 2 feet above the screened section. Hydrated bentonite chips will be used to backfill the boreholes from the top of the sand packs to approximately 2 feet bgs to create a seal. Flush-mount protective casings will be used around the monitoring wells and finished with concrete to match the surrounding grade.

The groundwater monitoring wells will be developed at least 24 hours following well installation. Water quality parameters will be collected to evaluate the effectiveness of the development process. The wells will be developed using alternating 3 to 5-minute cycles of surging and purging using a surge block and submersible pump. Development will be considered complete when water quality parameters have stabilized, 25-gallons of water removed, or 3 hours of effort per well is expended. Following development/purging, groundwater samples will be collected from the two newly installed wells and the one existing well.

One analytical groundwater sample will be collected from each newly installed well. In addition to the newly installed wells, preexisting Wells MW1, MW2, and MW3 will also be sampled. The samples will be analyzed for DRO by AK 102, RRO by AK 103, and VOCs by EPA Method 8260D, and PAHs by EPA Method 8270D SIM. For quality control purposes, one duplicate sample and one trip blank will be submitted for analysis.

Shannon & Wilson personnel will conduct a level loop survey of the monitoring wells to determine the top-of-casing elevations of the groundwater monitoring wells relative to a temporary benchmark with an elevation designated 100.00 feet. The elevations will be surveyed to an accuracy of 0.01 foot. In addition, the horizontal positions of the wells will be recorded using swing tie measurements to site features.

Task 3 – Quarterly Groundwater Monitoring

Three additional quarterly groundwater sampling events will be conducted following the first sampling event. During each event, groundwater samples will be collected from Well MW1 through MW6. Low-flow purging will be used to collect the samples. Prior to sampling, a depth-to-water measurement will be collected from the wells using an electronic water-level indicator. The wells will be purged and sampled using a submersible pump and disposable tubing. The submersible pump will be placed within the top 2 feet of

the groundwater column. Purging will be considered complete when stabilization criteria are met over three successive readings. If water quality measurements do not stabilize within one hour, and at least three well volumes have been removed, purging will be stopped, and the well will be sampled when the groundwater has recovered to at least 80 percent of the pre-purge volume.

One analytical sample will be collected from each well and analyzed for DRO by AK 102, RRO by AK 103, and VOCs by EPA Method 8260D, and PAHs by EPA Method 8270D SIM. For quality control purposes one trip blank and duplicate sample will be submitted for analysis per sampling event.

Task 4 – Investigation-Derived Waste Disposal

IDW will consist of development/purge water and soil cuttings. Water generated during monitoring well development and sampling will be containerized in 55-gallon drums, labeled, and stored onsite pending analytical results. The drill cuttings from the boreholes will be containerized in labeled 55-gallon drums and stored on site pending analytical results. If the groundwater and/or soil samples contain concentrations greater than the applicable ADEC cleanup levels, prior approval will be obtained from ADEC to transport and treat the water and/or drill cuttings. If contaminant concentrations do not exceed the applicable ADEC cleanup levels, the water and/or soil will be discharged and/or landspread on an unpaved portion of the property, following ADEC approval.

For cost planning purposes, we assume the drill cuttings and development/purge water will require off-site disposal and treatment by US Ecology. IDW disposal receipts will be included in the summary report, if applicable.

Task 5 - Reporting

A report summarizing the field activities will be prepared. The report will contain a summary of field work conducted, tabulated analytical results, boring logs, field notes, laboratory data quality review checklists, and conclusions/recommendations, as appropriate.

SCHEDULE

The work plan can be submitted within two weeks of notice to proceed. The first field effort will be conducted over three days. The remaining quarterly groundwater sampling events

will be conducted in one day, approximately 3 months apart. Our final report will be submitted to you within four weeks following receipt of the analytical results.

ESTIMATED COSTS AND CONDITIONS FOR SERVICES

We are prepared to conduct the above-described project on a time and materials basis in accordance with the attached Summary Cost Estimate. It is assumed that the terms and conditions for our services will be in accordance with a mutually agreed upon contract. We are also including *Important Information About Your Geotechnical/Environmental Proposal* to help you understand the nature and extent of our service.

If you have any questions or comments, or wish to revise the scope of our services, please contact Dan McMahon at 907-433-3223 or the undersigned at (907) 433-3228.

Sincerely,

SHANNON & WILSON

Alec Rizzo
Environmental Staff

Enc. Summary Cost Estimate
Important Information about your Geotechnical/Environmental Proposal

SUMMARY COST ESTIMATE**Additional Site Characterization Activities****COSTS**

Task 1 - Work Plan Preparation

Shannon & Wilson

Vice President	3	hr.	@	\$250	/hr.	=	\$750
Engineer/Geologist IV	24	hrs.	@	\$125	/hr.	=	\$3,000

\$3,750

Tasks 2 and 3 - Site Characterization and Quarterly Groundwater Sampling

Site Characterization Efforts and First Quarterly Sampling Event

\$40,703

Shannon & Wilson

Vice President	4	hrs.	@	\$250	/hr.	=	\$1,000
Engineer/Geologist IV	50	hrs.	@	\$125	/hr.	=	\$6,250
Project Coordination	2						
Utility Locates	3						
Soil Borings/Monitoring Well Install	9						
Soil Vapor Point Install	6						
Well Development and Sampling	18						
Travel To/ From Site	12						
Per Diem	5	days	@	\$60	/day	=	\$300
Lodging	4	nights	@	\$410	/night	=	\$1,640
Vehicle	5	days	@	\$150	/day	=	\$750
S&W Expenses (Sampling Equipment etc.)	3	days	@	\$150	/day	=	\$450

Discovery Drilling, Inc.

Mobilization/Demobilization					Lump Sum	=	\$6,248
Environmental Drilling Services	1	day	@	\$7,062	/day	=	\$7,062
Well Materials	3	wells	@	\$1,485	ea.	=	\$4,455
Vapor Point Materials	3	points	@	\$704	ea.	=	\$2,112
55-gallon Drums	10	drums	@	\$319	ea.	=	\$3,190

SGS North America Inc.

Soil Samples (6 samples and 1 duplicate)							
DRO/RRO - AK 102/103	7	samples	@	\$99	ea.	=	\$693
VOCs - EPA 8260D	7	samples	@	\$193	ea.	=	\$1,351
PAHs- EPA 8270D SIM	7	samples	@	\$198	ea.	=	\$1,386
Trip Blank - VOCs	1	sample	@	\$193	ea.	=	\$193
Groundwater Samples (6 samples and 1 duplicate)							
DRO/RRO - AK 102/103	7	samples	@	\$99	ea.	=	\$693
VOCs - EPA 8260D	7	samples	@	\$193	ea.	=	\$1,351
PAHs- EPA 8270D SIM	7	samples	@	\$198	ea.	=	\$1,386
Trip Blank - VOCs	1	sample	@	\$193	ea.	=	\$193

SUMMARY COST ESTIMATESecond Quarterly Sampling Event and Soil Gas Sampling

\$16,075

Shannon & Wilson

Vice President	1	hrs.	@	\$250	/hr.	=	\$250
Engineer/Geologist IV	30	hrs.	@	\$125	/hr.	=	\$3,750
Project Coordination	3						
Well Sampling	6						
Well Survey	3						
Soil Vapor Point Sampling	6						
Travel To/ From Site	12						
Per Diem	4	days	@	\$60	/day	=	\$240
Lodging	3	nights	@	\$410	/night	=	\$1,230
Engineer/Geologist III	27	hrs.	@	\$115	/hr.	=	\$3,105
Well Sampling	6						
Well Survey	3						
Soil Vapor Point Sampling	6						
Travel To/ From Site	12						
Per Diem	4	days	@	\$60	/day	=	\$240
Lodging	3	nights	@	\$410	/night	=	\$1,230
Vehicle	4	days	@	\$150	/day	=	\$600
S&W Expenses (Sampling Equipment etc.)	2	days	@	\$150	/day	=	\$300

SGS North America Inc.

Groundwater Samples (6 samples and 1 duplicate)							
DRO/RRO - AK 102/103	7	samples	@	\$99	ea.	=	\$693
VOCs - EPA 8260D	7	samples	@	\$193	ea.	=	\$1,351
PAHs- EPA 8270D SIM	7	samples	@	\$198	ea.	=	\$1,386
Trip Blank - VOCs	1	sample	@	\$193	ea.	=	\$193

Eurofins Air Toxics

Soil Vapor Samples (4 samples and 1 duplicate)							
VOCs - EPA TO-15	4	samples	@	\$179	ea.	=	\$716
1 Liter Summa Cannister	4	samples	@	\$44	ea.	=	\$176
Soil Gas Manifold	4	manifolds	@	\$39	ea.	=	\$156
Gauge Vacuum	1	vacuum	@	\$19	ea.	=	\$19
Fittings	4	fittings	@	\$7	ea.	=	\$28
Duplicate Sampling T	1	sampler	@	\$12	ea.	=	\$12
Shipping Costs					Lump Sum	=	\$400

SUMMARY COST ESTIMATE

<u>Third Quarterly Sampling Event</u>							\$8,623
Shannon & Wilson							
Engineer/Geologist IV	26	hrs.	@	\$125	/hr.	=	\$3,250
Project Coordination	2						
Well Sampling	12						
Travel To/ From Site	12						
Per Diem	3	days	@	\$60	/day	=	\$180
Lodging	2	nights	@	\$410	/night	=	\$820
Vehicle	3	days	@	\$150	/day	=	\$450
S&W Expenses (Sampling Equipment etc.)	2	days	@	\$150	/day	=	\$300
SGS North America Inc.							
Groundwater Samples (6 samples and 1 duplicate)							
DRO/RRO - AK 102/103	7	samples	@	\$99	ea.	=	\$693
VOCs - EPA 8260D	7	samples	@	\$193	ea.	=	\$1,351
PAHs- EPA 8270D SIM	7	samples	@	\$198	ea.	=	\$1,386
Trip Blank - VOCs	1	sample	@	\$193	ea.	=	\$193
<u>Fourth Quarterly Sampling Event</u>							\$8,623
Shannon & Wilson							
Engineer/Geologist IV	26	hrs.	@	\$125	/hr.	=	\$3,250
Project Coordination	2						
Well Sampling	12						
Travel To/ From Site	12						
Per Diem	3	days	@	\$60	/day	=	\$180
Lodging	2	nights	@	\$410	/night	=	\$820
Vehicle	3	days	@	\$150	/day	=	\$450
S&W Expenses (Sampling Equipment etc.)	2	days	@	\$150	/day	=	\$300
SGS North America Inc.							
Groundwater Samples (6 samples and 1 duplicate)							
DRO/RRO - AK 102/103	7	samples	@	\$99	ea.	=	\$693
VOCs - EPA 8260D	7	samples	@	\$193	ea.	=	\$1,351
PAHs- EPA 8270D SIM	7	samples	@	\$198	ea.	=	\$1,386
Trip Blank - VOCs	1	sample	@	\$193	ea.	=	\$193
Task 4 - Investigation-Derived Waste Management							\$8,195
Shannon & Wilson							
Vice President	1	hr.	@	\$250	/hr.	=	\$250
Engineer/Geologist IV	4	hrs.	@	\$125	/hr.	=	\$500
US Ecology							
Labor and Per Diem	1	lump sum	@	\$2,099	ea.	=	\$2,099
Truck	1	day	@	\$514	/hr.	=	\$514
Manifest	1	lump sum	@	\$66	ea.	=	\$66
Disposal							
Impacted Groundwater	4	drums	@	\$191	ea.	=	\$764
Impacted Soil	6	drums	@	\$427	ea.	=	\$2,562
ESIC Fee	1	fee	@	\$1,440	ea.	=	\$1,440
Task 5 - Report Preparation							\$6,000
Shannon & Wilson							
Vice President	4	hrs.	@	\$250	/hr.	=	\$1,000
Engineer/Geologist IV	40	hrs.	@	\$125	/hr.	=	\$5,000
ESTIMATED TOTAL:						\$91,969	

Important Information About Your Geotechnical/Environmental Proposal

More construction problems are caused by site subsurface conditions than any other factor. The following suggestions and observations are offered to help you manage your risks.

HAVE REALISTIC EXPECTATIONS.

If you have never before dealt with geotechnical or environmental issues, you should recognize that site exploration identifies actual subsurface conditions at those points where samples are taken, at the time they are taken. The data derived are extrapolated by the consultant, who then applies judgment to render an opinion about overall subsurface conditions; their reaction to construction activity; appropriate design of foundations, slopes, impoundments, and recovery wells; and other construction and/or remediation elements. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no consultant, no matter how qualified, and no subsurface program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.

The nature of subsurface explorations—the types, quantities, and locations of procedures used—in large measure determines the effectiveness of the geotechnical/environmental report and the design based upon it. The more comprehensive a subsurface exploration and testing program, the more information it provides to the consultant, helping to reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered.

Developing a proper subsurface exploration plan is a basic element of geotechnical/environmental design that should be accomplished jointly by the consultant and the client (or designated professional representatives). This helps the parties involved recognize mutual concerns and makes the client aware of the technical options available. Clients who develop a subsurface exploration plan without the involvement and concurrence of a consultant may be required to assume responsibility and liability for the plan's adequacy.

READ GENERAL CONDITIONS CAREFULLY.

Most consultants include standard general contract conditions in their proposals. One of the general conditions most commonly employed is to limit the consulting firm's liability. Known as a "risk allocation" or "limitation of liability," this approach helps prevent problems at the beginning and establishes a fair and reasonable framework for handling them should they arise.

Various other elements of general conditions delineate your consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, thereby helping all parties recognize who is responsible for different tasks. In all cases, read your consultant's general conditions carefully and ask any questions you may have.

HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a consultant's report. To help avoid misinterpretations, retain your consultant to work with other project design professionals who are affected by the geotechnical/environmental report. This allows a consultant to explain report implications to design professionals affected by them, and to review their plans and specifications so that issues can be dealt with adequately. Although some other design professionals may be familiar with geotechnical/environmental concerns, none knows as much about them as a competent consultant.

OBTAIN CONSTRUCTION MONITORING SERVICES.

Most experienced clients also retain their consultant to serve during the construction phase of their projects. Involvement during the construction phase is particularly important because this permits the consultant to be on hand quickly to evaluate unanticipated conditions, conduct additional tests if required, and when necessary, recommend alternative solutions to problems. The consultant can also monitor the geotechnical/environmental work performed by contractors. It is essential to recognize that the construction recommendations included in a report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site.

Because actual subsurface conditions can be discerned only during earthwork and/or drilling, design consultants need to observe those conditions in order to provide their recommendations. Only the consultant who prepares the report is fully familiar with the background information needed to determine whether or not the report's recommendations are valid. The consultant submitting the report cannot assume responsibility or liability for the adequacy of preliminary recommendations if another party is retained to observe construction.

REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.

If you have requested only a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of contamination by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice to always have a site reviewed from an environmental viewpoint. A consultant cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.

A geotechnical/environmental investigation will sometimes disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, or statutory or common law, to notify you and others of these conditions.

RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.

Your consulting firm is familiar with several techniques and approaches that can be used to help reduce risk exposure for all parties to a construction project, from design through construction. Ask your consultant, not only about geotechnical and environmental issues, but others as well, to learn about approaches that may be of genuine benefit.

The preceding paragraphs are based on information provided by the GBA, Silver Spring, Maryland



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.



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.



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: HHES Site Characterization Activities
Project No. 24-350-1601
Contract No. 2223
Cost Code: 350-0310-55000.1601



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
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Cost Code: 350-0310-55000.1601



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.

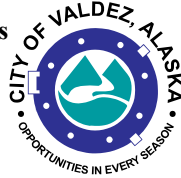
The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

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 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.

Agreement for Professional Services
Project: HHES Site Characterization Activities
Project No. 24-350-1601
Contract No. 2223
Cost Code: 350-0310-55000.1601



- 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.

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.

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: HHES Site Characterization Activities
Project No. 24-350-1601
Contract No. 2223
Cost Code: 350-0310-55000.1601



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: HHES Site Characterization Activities
Project Number: 24-350-1601/ Contract Number: 2223

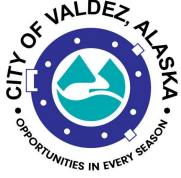
The undersigned hereby acknowledges receipt of the amount of \$ _____ as full and final payment in consideration for all services, materials and labors rendered in connection with the Contract.

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.



Legislation Text

File #: 24-0256, **Version:** 1

ITEM TITLE:

Procurement Report: Contract with RSR Contracting, LLC for Landsharks Contaminated Soil Removal in the amount of \$99,775.00

SUBMITTED BY: Brad Sontag, Capital Facilities Project Manager.

FISCAL NOTES:

Expenditure Required: \$99,775.00

Unencumbered Balance: \$336,911.07

Funding Source: 350-0600-55000

RECOMMENDATION:

Receive and File.

SUMMARY STATEMENT:

RSR Contracting, LLC will provide all labor, material/equipment to excavate soil, transport material, backfill excavation, and landfarm construction for the Landsharks Contaminated Soil Removal project.

The scope of work is further described in the attached contract dated April 29, 2024.

This report is filed per City Procurement Code 2.80.040

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: Landsharks Contaminated Soil Removal

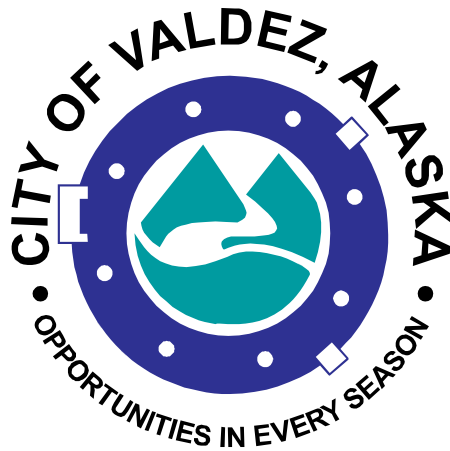
Project Number: 24-350-0600

Contract Number: 2221

Cost Code: 350-0600-55000

Issued for Construction

Date: April 29, 2024



City of Valdez
Capital Facilities and Engineering
300 Airport Road, Suite 201
P.O. Box 307
Valdez, Alaska 99686

Project Manager:
Brad Sontag

Construction Plan Set Completed By:
Shannon & Wilson, Inc.
5430 Fairbanks Street, Suite 3
Anchorage, Alaska 99518



**City of Valdez
Contract Documents**

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

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Right of Entry Agreement_____	Attached



**City of Valdez
Invitation to Bid**

Date: April 29, 2024

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

This project includes, but is not necessarily limited to:

Base Bid:

The contractor will provide all labor, materials, and equipment to excavate soil, transport material, backfill the excavation, and construct the landfarm for this project.

Removal of approximately 812 cubic yards of contaminated soil and approximately 271 cubic yards of uncontaminated soil located at 121 Egan Street, Lot 2 LT 1, Block 29 Mineral Creek. Previous location of the Landsharks bar and No Name Pizza restaurant. The clean-up excavation will encompass the impacted 2021 borings and contaminated borings from 2023. However, excavation activities will be limited to the subject property and adjacent property to the west and will not be advanced within the right-of-way so as to avoid undermining existing utilities and pavement. The excavation will be advanced until contamination is no longer identified, or groundwater is encountered. Any excavated uncontaminated soil will be used as backfill first and the remaining backfill will be type IIA material.

Excavated soil will be designated potentially clean, potentially contaminated, or contaminated based on field observations or the field screening results. The potentially clean and potentially contaminated soil will be stockpiled in accordance with 18 AAC 75.370 on a paved surface south of the excavation. Contaminated soil will be transported offsite for landfarming. Stockpiled soil will be covered with a 6-mil liner to prevent precipitation runoff from the stockpiled soil. Potentially clean soil will be stockpiled separately from potentially contaminated soil.

Contaminated soil generated during the excavation activities will be transported directly to the Valdez Landfill located off Glacier Haul Road and landfarmed. The property is owned by the City of Valdez and overseen by the Public Works Department. If the results of the samples collected from the potentially clean and potentially contaminated soil stockpiles contain contaminant concentrations exceeding the ADEC Method Two cleanup levels, the material will also be transported to the Valdez Landfill for landfarming. If the stockpile sample results are less than the ADEC Method Two cleanup levels, the material will be used to backfill the excavation.

The landfarm will be constructed by the contractor in accordance with the ADEC's March 2020 *Landfarming at Sites in Alaska* Technical Memorandum. A map showing the proposed location of the landfarm area is included in the attached cleanup work plan as Figure 3.

The City of Valdez's Representative, Shannon & Wilson Geotechnical and Environmental Consultants will provide a Qualified Environmental Professional (QEP) to conduct all field screenings outlined in the clean-up work plan. The City's project manager will coordinate with



both the contractor and Shannon & Wilson to determine the project start date/schedule. It is expected that the QEP will not be available until after July 4, 2024.

The scope of work is more specifically described in the attached document titled “Additional Release Investigation and Clean-up Activities Work Plan” provided by Shannon & Wilson Geotechnical and Environmental Consultants.

Engineers Estimate for construction is between \$ 200,000 and \$ 300,000.

Alternate #1:

Transportation and disposal of all contaminated soil to a thermal remediation facility in the state of Alaska. This alternative, if awarded would replace the need for any landfarming activities of the contaminated soil and thus bid line items #3 and #4 would be removed for the contract base bid schedule.

Sealed bids will be accepted electronically until 2:00pm local time on May 21, 2024, at www.bidexpress.com. The bids will be publicly opened at that time.

A non-mandatory pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on May 7, 2024 at 2:00 pm.

Complete sets of the bid documents may be purchased from Digital Blueprint, 903 West Northern Lights Blvd., Anchorage, AK 99503, (907) 274-4060. Bid documents may also be downloaded from the City of Valdez solicitation page at www.bidexpress.com. Bidders are encouraged to register as a plan holder at the link listed within the bid posting to ensure receipt of any addendum issued for this project.

Deadline for questions is May 16, 2024, at 4:30pm.

Bid security in the amount of 5% of the total bid is required.

The City reserves the right to waive any irregularities or informalities in a bid and to reject any and all bids without cause.

Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid if required by law.

Requirements of the Alaska Employment Preference (AS 36.10) must be met.

The City of Valdez encourages disadvantaged, minority and women-owned firms to respond and is available to assist said firms in learning how to do business with the City.

The City of Valdez “Standard Specifications and Standard Details” shall be used. An electronic copy is available from the City of Valdez website at <http://www.valdezak.gov> under “standards and specifications” located on the “quick links” portion of the Capital Facilities Department page.



**City of Valdez
Instructions to Bidders**

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

CAUTION:

Your bid may be rejected if it is not properly executed. Check that the following items have been accomplished to help assure a responsive bid. Please read Sections 6 and 7 carefully.

1. Bid Form
 - A. The Bid Form has been executed and signed.
 - B. Addendum Acknowledgement Form has been executed and signed.
2. Bid Security or Bid Bond
 - A. An executed Bid Security (Bid Bond) in the amount indicated on the Invitation to Bid.
 - B. Verify that the Certificate showing the Corporate Principal on the form is executed if applicable.
3. Alaska Business License, a copy of your current license must be included.
4. Alaska Contactor Certificate of Registration
 - A. A copy of your current Alaska Contractor License of Registration in the bidder's name must be included with the bid.
 - B. The Contractor is required to verify that the appropriate license(s) is in place prior to submitting their bid for the project's scope of work.
5. A bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid.

Note: Any certified checks may be held uncollected at the risk of bidders submitting them.

1. General

Bidders are requested to study and follow these instructions about the method and form for submitting bids to avoid having their bid rejected.

Bidders will find all required forms and documents contained within this assembly. Please notice under Section 7, Required Documents for Bid, as to which forms and documents are required for your bid to be considered.

2. Explanation to Bidders

Requests from bidders concerning interpretations or clarifications of the bid documents shall be made in writing to the project manager or project engineer through Bid Express at www.bidexpress.com. Such requests shall arrive at least three working days prior to the date for opening bids. There needs to be sufficient time allowed for a reply to reach all bidders before the submission of the bids. Explanations made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and receipt of the addendum must be acknowledged on the Addendum Form.



3. Site Conditions

Bidders are encouraged to visit the site to ascertain pertinent local conditions, location, accessibility, terrain, labor conditions, conditions of surrounding areas, and any other aspect that may impact the project.

4. Addenda Requirements

All bids must include the Addendum Acknowledgement Form. If addendums have been issued the bidder must state on the form all the addendums have been acknowledged. If no addendums were issued then the bidder is to write “NONE” on the form. The Addendum Acknowledgement Form shall be reviewed prior to acceptance of the bid.

5. Submissions of Bids

All bids must be submitted electronically through Bid Express at www.bidexpress.com. Hard copy or paper submissions will not be accepted.

All electronic bidders must first register on bidexpress.com. Instead of paying paper bidding costs (hand or hired delivery costs), a fee of \$40 will be incurred for those who wish to bid electronically on a pay-per solicitation basis. Alternatively, you may subscribe for \$50 per month for unlimited electronic bid submission for all agencies posting solicitations on the bidexpress.com website, plus get email notifications by agency/work type/commodity code.

For bidders who are bidding online and wish to utilize the electronic bid bond option, please see the [FAQs](#) page regarding electronic bid bonds (bottom of the page in the link).

For additional guidance, please contact the Bid Express team at toll free (888) 352-2439 (select option 1) or at support@bidexpress.com

6. Preparation of Bids

Bids shall be submitted on the forms furnished on Bid Express.

The Bid Form will provide for quotation or price for all items. Bidders must quote on all items. Failure to do so may result in disqualification. Alternative bids will not be acceptable unless requested.

Bids can be modified until the bid deadline on Bid Express. Modification by facsimile or email will NOT be allowed for bids.



7. Required Documents for Bid

The following listed documents are to be completed and submitted at the time of bidding. Deviation from these requirements will be grounds for rejection of the bid.

- A. Addendum Acknowledgement Form, fully completed original (see Item 6 above also)
- B. Bid Schedule, fully completed original (see Item 6 above also)
- C. Bid Bond, original
- D. Copy of current and appropriate Alaska Contractor License for this Scope of Work.
- E. Copy of current Alaska Business License

8. Required Documents for Award of the Contract

The following documents must be executed prior to award of the contract and the initiation of work. Contractors are urged to expedite the completion of these documents. This will allow the contract award and notice to proceed to be issued expeditiously. These documents must be submitted within ten (10) working days after the date of notice of award.

- A. Agreement Pages (2 signed copies)
- B. Entity Acknowledgement (Corporate, LLC, Limited Partnership, Individual)
- C. Non-collusion Affidavit
- D. Contract Bond (Payment Bond: See Bonding Requirements below)
- E. Contract Bond (Performance Bond: See Bonding Requirements below)
- F. Certificate of Insurance naming City of Valdez as an “Additional Insured”
- G. Original signature pages (last page of bid schedule and bid bond)
- H. Certificate of good standing for a Corporation or LLC
- I. City of Valdez Business Registration
- J. Executed W-9 Form

9. Bonding Requirements

- A. Bid Security (Bid Bond or Certified Check)

Bid Security is required and shall be in the form of a Certified Check for each bid or a Bid Bond prepared on the attached Bid Bond Form.

The Bid Bond must be executed by the bidder as principal and be executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

The Bid Security shall be issued for five percent (5%) of the bid amount.

Bid Securities will be returned to all except the three lowest bidders. The remaining certified checks or bid bonds will be returned, after the Owner and the accepted bidder have executed the Contract. Failure of the Owner to return the certified checks or bid bonds in a timely manner will create no liability on the part of the Owner. If no award has been made within sixty (60) days after the bid opening, all bidders except the one who has received the notice of intent to award may request the return of their cash, check or bid bonds.



B. Contract Payment Bond

A Contract Payment Bond is not required if the total dollar amount of the contract is less than One Hundred Thousand Dollars (\$100,000).

A Contract Payment Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Payment Bond will be in the amount of One Hundred Percent (100%) of the Bid amount.

Contract Payment Bond shall be prepared on the Payment Bond Form that is attached. The Bond must be executed by the Contractor as principal and executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

C. Contract Performance Bond

A Contract Performance Bond is not required if the total dollar amount of the contract is less than One Hundred Thousand Dollars (\$100,000).

A Contract Performance Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Performance Bond) will be in the amount of One Hundred Percent (100%) of the Bid amount.

Contract Performance Bond shall be prepared on the Performance Bond Form that is attached. The Bond must execute by the Contractor as principal and executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

Section 2.80.080 of Valdez City Code provides for a modified contractor bond. Bidders shall familiarize themselves with exemptions allowed and the requirements for exemptions.

10. Bidder Qualifications

Before a bid is considered for award, the apparent low bidder may be requested to submit a statement of facts or proof in detail as to his previous experience in performing similar or comparable work, technical abilities, equipment, size, manpower and financial resources to complete and perform the work as outlined in the contract documents, plans and specifications.

11. Withdrawal of Bids

Bids may be withdrawn by written request received from the bidder prior to the bid opening time. Errors on the part of the bidder in preparing the bid, confers no right for the withdrawal of the bid after the bid has been opened.



12. Bidders Interested in More than One Bid

If any one party, by or in name of his or their agent, partner or other person, offers more than one bid, all such bids will be rejected. A party who quoted prices to a bidder is not disqualified from quoting prices to other bidders or from a bid directly for the work.

13. Rejection of Bids

The Owner reserves the right to reject any and all bids, when such rejection is in the interest of the Owner; to reject the bid of a bidder who previously failed to perform properly or to complete on time; and to reject the bid of a bidder who is not, in the opinion of the Owner in, in a position to perform the contract; or to waive any irregularities or informalities in a bid.

14. Hiring of Local Labor

The Owner encourages every Contractor and Subcontractor to employ, to the maximum extent practical and allowed by law, qualified people who regularly reside in the project area.

15. Local Bidder Preference

The Valdez City Code provides for a local bidder preference as follows:

Section 2.80.020 Definitions

“Local bidder” means a bidder that is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city and satisfies one of the requirements set forth in subsections (1) through (3) of this definition for a period of eighteen consecutive months immediately prior to the opening of a competitive city bid for which the bidder wishes to utilize the local bidder preference:

1. If the bidder is a corporation or limited liability company, the bidder’s primary business address has a city of Valdez postal zip code, as reflected on the bidder’s state of Alaska business license or the records of the State of Alaska Department of Commerce, Community and Economic Development, Division of Corporations;
2. If the bidder is an individual, the bidder’s primary business or residential address has a city of Valdez postal zip code, as reflected on the bidder’s state of Alaska business license;
3. If the bidder is a general partnership, a limited partnership, or a joint venture, at least one of the general partners has a postal zip code compliant with subsection (1) or (2) of this definition.

Section 2.80.065H Competitive Bidding

Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder not qualified as a local bidder. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.



16. Award of Bid

The bid, if awarded, will be awarded to the lowest responsive responsible bidder as determined by the terms of the City Code and this document.

17. Pre-Bid Conference

A non-mandatory Pre-Bid Conference will be held May 7, 2024, at 2:00 pm at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska.

18. Pre-Award Conference

Before the award of the contract a Pre-Award Conference may be held between the Engineer or Project Manager and the apparent low bidder.



**City of Valdez
Addendum Acknowledgement**

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

The bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid. If there are no addendums please state NONE above your name.

Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____

See Attached Electronic Exhibit A

Company Name

Authorizing Name

Date

Title

Signature

Addendum Acknowledgment

The bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid. If an addendum is issued after you have submitted your bid, you will need to come back to this form and update your Addendum Acknowledgment to reflect the new addendum.

Addendum Acknowledgment

Addendum 1 issued May 14, 2024

Initials *

RK

Company Name *

RSR Contracting LLC

Authorizing Name *

Roger Kipar

Date *

05112024

Title *

Member

.

Signature *

Roger Kipar



**City of Valdez
Bid Schedule
Page 1 of 2**

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Mobilization and demobilization	1	LS	N/A	
2	Excavation and backfill of uncontaminated soil.	271	CY		
3	Excavation and transportation of contaminated soil to landfarm site	812			
4	Type IIA Backfill	812	CY		
5	Construction of landfarm site. All labor and materials required.	11 Req'd	LS		
6	Type IIA Backfill for previous excavated contaminated site	850	CY		
7	Haul away uncontaminated soil pile from previous excavated contaminated site.	850	CY		
8	Owner's Contingency	1	CS		\$20,000
9	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	1	LS	N/A	
Additive Alternate Bid Item #1					
AA#1	Excavation, transportation, and disposal of contaminated soil to thermal remediation site. All labor, material, and equipment required.	812	CY		

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
1	Mobilization and demobilization	1.0000	LS	\$1,000.00	\$1,000.00
2	Excavation and backfill of uncontaminated soil	271.0000	CY	\$25.00	\$6,775.00
3	Excavation and transportation of contaminated soil to landfarm site	812.0000	CY	\$15.00	\$12,180.00
4	Type IIA Backfill	812.0000	CY	\$25.00	\$20,300.00
5	Construction of landfarm site. All labor and materials required	1.0000	LS	\$3,000.00	\$3,000.00
6	Type IIA Backfill for previous excavated contaminated site	850.0000	CY	\$25.00	\$21,250.00
7	Haul away uncontaminated soil pile from previous excavated contaminated site	850.0000	CY	\$15.00	\$12,750.00
8	Owner's Contingency	1.0000	LS	\$20,000.00	\$20,000.00
9	Field Engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punch list	1.0000	LS	\$2,500.00	\$2,500.00
					Total: \$99,755.00

Alternate Item List

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
AA#1	Excavation, transportation, and disposal of contaminated soil to thermal remediation site. All labor, material, and equipment required.	812.0000	CY	\$667.00	\$541,604.00
				Alternate Total: \$541,604.00	Total:



City of Valdez
Bid Schedule
Page 2 of 2

Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221

Total Base Bid Amount:

_____ Dollars _____ Cents
(\$ _____)

I, _____, hereinafter called Bidder, an individual doing business as _____, (strike out if applicable words:) a partnership, a corporation incorporated in the State of Alaska, a joint venture, hereby submits this bid and agrees: to hold this bid open for forty five (45) days, to accept the provisions of the Instruction to Bidders, to accomplish the work in accordance with the contract documents, plans, specifications, for the lump sum and unit price amounts as set forth in this bid schedule.

Respectfully submitted this _____ day of _____, 2024

BIDDER:

Company Name

Authorizing Name

Address

Title

City, State, Zip Code

Signature

Telephone Number

Email Address

CORPORATE SEAL

Federal I.D. or S.S.N.

ATTEST:

Signature of Corporate Sec.

Print Name

See Attached Electronic Exhibit C

Bid Schedule Page 2 of 2 - ORIGINAL WILL NEED TO BE SUBMITTED BY SUCCESSFUL BIDDER

I (*authorized name below*), hereinafter called Bidder, an individual doing business as (*company name below*), (strike out inapplicable words in original document:) a partnership, a corporation incorporated in the State of Alaska, a joint venture, hereby submits this bid and agrees: to hold this bid open for forty five (45) days, to accept the provisions of the Instruction to Bidders, to accomplish the work in accordance with the contract documents, plans, specifications for the lump sum and unit price amounts as set forth in this bid schedule.

Company Name *

RSR Contracting LLC

Authorizing Name *

Roger Kipar

Address *

3455 Falcon Ave

Date *

05112024

City, State, Zip Code *

Valdez, AK 99686

Title *

Member

Telephone Number *

(907) 255-3552

Signature (typed) *

Roger Kipar

Federal I.D. or S.S.N. *

81-1405665



**City of Valdez
Bid Bond**

KNOW ALL MEN BY THERE PRESENTS, that we

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

(Insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Alaska as surety, hereinafter called the Surety, are held and firmly bound unto

City of Valdez
P.O. Box 307
Valdez, Alaska 99686

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$ _____),

For the payment of which sum well and truly to be made, the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with Obligee in accordance with terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day or _____, 2024

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)

See Attached Electronic Exhibit D

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM.



First National Bank
ALASKA
MEMBER FDIC

CASHIERS CHECK

No. 00479717

89-6
1252

PAY**** Four Thousand Nine Hundred Eighty Seven and 75/100****

DATE/TIME
05/17/2024

TO THE ORDER OF
CITY OF VALDEZ
CONTRACT # 2221 BID BOND

\$4,987.75

Remitter or Purchaser
RSR CONTRACTING

MEMO:

Not to Exceed \$5,000.00



THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

RSR Contracting LLC

3455 Falcon Road, PO Box 1432, Valdez, AK 99686

owned by

RSR Contracting LLC

is licensed by the department to conduct business for the period

May 13, 2024 to December 31, 2025
for the following line(s) of business:

56 - Administrative, Support, Waste Management and Remediation Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Sande
Commissioner



City of Valdez
Agreement Page 1 of 2

Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221

This agreement is made on the ____ day of June, 2024, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and RSR Contracting, LLC doing business as a limited liability company located in Valdez, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Bid Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: **Ninety-nine thousand, seven hundred and fifty-five dollars and zero cents (\$99,755.00)**.

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the contract documents and addendums by October 15, 2024. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as liquidated damages, the sum of five hundred (\$500.00) for each calendar day in excess of the completion date specified in the written Notice to Proceed in which this project remains incomplete.

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions of this Contract, and to make payments on account thereof as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions and City of Valdez City Code.



**City of Valdez
Agreement Page 2 of 2**

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

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

RSR Contracting, LLC

City of Valdez, Alaska, Authorized

Signature

John Douglas, City Manager

Name

Date

Title

Attested:

Date

Sheri L. Pierce, MMC, City Clerk

Mailing Address

Date

Recommended:

City, State, Zip Code

Nathan Duval, Capital Facilities Director

Federal I.D. or S.S.N.

Date

Corporate Secretary

Approved as to Form:
Brena, Bell & Walker, P.C.

Attest: _____
Corporate Secretary

Jon S. Wakeland

Date



**City of Valdez
Labor and Material Payment Bond**

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

Know all men by these presents that:

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

**City of Valdez
P.O. Box 307
Valdez, Alaska 99686**

as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Dollars (\$ _____),
(Here insert a sum equal to the contract amount)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 2024, entered into a contract with Owner for

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

in accordance with Drawings and Specifications prepared by

**Shannon & Wilson, Inc.
5430 Fairbanks Street, Suite 3
Anchorage, Alaska 99518**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOT REQUIRED FOR THIS CONTRACT



**City of Valdez
Labor and Material Payment Bond**

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expirations of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials are

furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county of other political subdivision of the state in which the Project, or any part thereof is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety or mechanic's liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond

Signed and Sealed this _____, day of _____, 2024

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)

NOT REQUIRED FOR THIS CONTRACT



**City of Valdez
Performance Bond**

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

as Principal, hereinafter called Contractor, and ,

(Here insert full name and address or legal title Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

**City of Valdez
P.O. Box 307
Valdez, AK 99686**

as Oblige, hereinafter called Owner, in the amount of

Dollars (\$)

for the payment whereof Contractor and Surety bind themselves, their heirs, executor, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2024, entered into a contract with Owner for

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

in accordance with Drawings and Specifications prepared by

**Shannon & Wilson, Inc.
5430 Fairbanks Street, Suite 3
Anchorage, Alaska 99518**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOT REQUIRED FOR THIS CONTRACT



**City of Valdez
Performance Bond**

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

Now, therefore the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly comply with one of the following:

1. Complete the Contract in accordance with its terms and conditions,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder or, if the Owner elects, upon determination by the bidder, arrange for contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this _____ day of _____, 2024

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)

NOT REQUIRED FOR THIS CONTRACT



City of Valdez

Contractor Certificate of Substantial Completion

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

CONTRACTOR: _____

This is to certify that I, _____, am a duly authorized official of the said CONTRACTOR working in the capacity of _____, and in my official capacity representing said CONTRACTOR do hereby certify as follows:

1. The work of the subject Contract above has been performed, and materials used and installed in accordance with and in conformity to, the Contract Drawings, Contract Specifications, City of Valdez Standard Specifications and Details.
2. The Contract work is now substantially complete in all parts and requirements.
3. I understand that neither the determination by the Engineer--Architect that the work is substantially complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.
4. The work to which this Certificate applies has been properly inspected and that work is hereby declared to be substantially complete in accordance with the Contract Documents.
5. The date of Substantial Completion is the date upon which all guarantees and warranties begin.
6. The Owner accepts the Project or specified area as described under "REMARKS," of the Project as substantially complete and will assume full possession of the Project or specified area of the Project at _____(time) on _____ day, _____, 2024.

CONTRACTOR

CITY OF VALDEZ, OWNER

(Signature)

Capital Facilities Director

(Title)

Date

Date

REMARKS: _____



City of Valdez
Contract Release Page 1 of 2

Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221

The undersigned, _____
for itself, its successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, from all actions, causes of actions, suits, controversies, claims, damages and demands of every kind and nature, mature or to mature in the future, for and by reason of any matter, thing or claim arising out of the following Contract:

Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221

The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v. Watkins, 579 P.2d 1065 (Alaska 1978).

The undersigned further agrees to defend, indemnify and hold harmless the City of Valdez against any claims, liens, or causes of action arising under or by virtue of this Contract, including, but not limited to, any claim that the undersigned, any successor in interest, assignee, trustee, administrator, subcontractor, supplier or laborer of the undersigned or any other person might make or claim that he could possibly make against the City of Valdez.

The undersigned certifies that he has not assigned any amounts payable under this Contract to anyone.

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 this Contract.

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 claims, disputed or otherwise, arising under or by virtue of this Contract.



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

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2024.

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2024, 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 _____, 2024.

Notary Public in and for Alaska
My Commission expires: _____



**City of Valdez
Special Provisions**

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

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**City of Valdez
Special Provisions**

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

SP 01 General Statement

The Special Provisions set forth conditions and requirements unique to this Project and are supplemental to, and supersede, the City of Valdez “Standard Specifications and Standard Details.”

SP 02 Scope of Work

Base Bid

The Scope of Work of the Base Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

The contractor will provide all labor, materials, and equipment to excavate soil, backfill the excavation, and construct the landfarm for this project.

Removal of approximately 812 cubic yards of contaminated soil and approximately 271 cubic yards of uncontaminated soil located at 121 Egan Street, Lot 2 LT 1, Block 29 Mineral Creek. Previous location of the Landsharks bar and No Name Pizza restaurant. The clean-up excavation will encompass the impacted 2021 borings and contaminated borings from 2023. However, excavation activities will be limited to the subject property and adjacent property to the west and will not be advanced within the right-of-way. The excavation will be advanced until contamination is no longer identified, or groundwater is encountered. Any excavated uncontaminated soil will be used as backfill first and the remaining backfill will be type IIA material. Using a

Excavated soil will be designated potentially clean, potentially contaminated, or contaminated based on field observations or the field screening results. The potentially clean and potentially contaminated soil will be stockpiled in accordance with 18 AAC 75.370 on a paved surface south of the excavation. Contaminated soil will be transported offsite for landfarming. Stockpiled soil will be covered with a 6-mil liner to prevent precipitation runoff from the stockpiled soil. Potentially clean soil will be stockpiled separately from potentially contaminated soil.

Contaminated soil generated during the excavation activities will be transported directly to the Valdez Landfill located off Glacier Haul Road and landfarmed. The property is owned by the City of Valdez and overseen by the Public Works Department. If the results of the samples collected from the potentially clean and potentially contaminated soil stockpiles contain contaminant concentrations exceeding the ADEC Method Two cleanup levels, the material will



also be transported to the Valdez Landfill for landfarming. If the stockpile sample results are less than the ADEC Method Two cleanup levels, the material will be used to backfill the excavation.

The landfarm will be constructed by the contractor in accordance with the ADEC's March 2020 *Landfarming at Sites in Alaska* Technical Memorandum. A map showing the proposed location of the landfarm area is included in the attached cleanup work plan as Figure 3.

The City of Valdez's Representative, Shannon & Wilson Geotechnical and Environmental Consultants will provide a Qualified Environmental Professional (QEP) to conduct all field screenings outlined in the clean-up work plan. The City's project manager will coordinate with both the contractor and Shannon & Wilson to determine the project start date/schedule. It is expected that the QEP's availability will be better after July 4th and the project will most likely start after this date.

The scope of work is more specifically described in the attached document titled "Additional Release Investigation and Clean-up Activities Work Plan" provided by Shannon & Wilson Geotechnical and Environmental Consultants.

Alternate Bid(s)

The Scope of Work of the Additive Alternate No. 1 Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

Transportation and disposal of all contaminated soil to a thermal remediation facility in the state of Alaska. This alternative, if awarded would replace the need for any landfarming activities of the contaminated soil and thus bid line items #3 and #4 would be removed for the contract base bid schedule.



SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents by October 15, 2024.

Liquidated damages will be assessed in the sum of Five Hundred dollars (\$500.00) for each calendar day after the completion date during which the Project remains incomplete.

Substantial Completion: Substantial Completion shall be defined as the stage in the progress of the work when the work is sufficiently complete in accordance with the Contract Documents so the Owner (City) can occupy or use the structure or that which is the subject of the contract, for its intended use.

SP 04 Special Site Conditions

The Contractor will be responsible for the disposal of all refuse and debris generated by the project. The City has, on a limited 'first come first served' basis, dumpsters for use free of charge on City projects if available.

Dump fees will be waived. The Contractor will be responsible for hauling demolished materials and construction waste out to the City Baler facility on South Sawmill Drive. The Baler is located approximately 5 miles out of town. Please contact the Baler ahead of time to make arrangements for the disposal of such materials. The Baler's number is 907-835-2356. The project name or contract number will be required on all Baler disposal forms and when calling to reserve or empty dumpsters.

Local building permit fees are waived. The Contractor will be responsible for obtaining any required local building permits before the NTP is issued. The Contractor will need to call the City Planning Department at 907-834-3401.

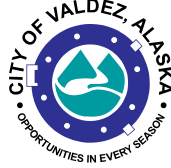
Staging area will be Landshards parking lot south of the contaminated site.

The Contractor will be responsible for moving snow, fencing, and other items necessary to complete the work.

The Contractor is responsible for setting up detours or barricades if their work is in a public area and will interfere with normal traffic flow.

The contractor is responsible for providing their own restroom facilities (porta potty).

An executed Right of Entry Agreement with Valdez Food Cache, LLC. has been attached to show permission is granted to complete any work on the adjacent property of the project site.



SP 05 Hazardous Waste Generation

Every effort to minimize or eliminate the generations of hazardous waste shall be used by the Contractor in the performance of the work of this Contract. Unless there is no substitute, no hazardous material shall be used in the performance of the work of this Contract.

SP 06 Coordination and Schedule

The Contractor shall, within ten (10) working days of the date of the Notice to Proceed, submit to the Engineer a schedule as required in Section 10.5, Control of Work, Article 5.3. The schedule shall be updated every week. An updated schedule shall be submitted with each of the Contractor's Periodic Payment Requests. Failure to provide an updated schedule will be cause to withhold partial payment.

The Contractor shall coordinate with the City's project manager and Shannon and Wilson, Inc. to determine the project start date/schedule to coincide with the availability of a Qualified Environmental Professional (QED) to be on site.

SP 07 Site Preservation, Restoration, Cleanup and Environmental Reporting

The Contractor shall be solely responsible for damage to public or private property caused by construction operations. The Contractor shall take all precautions necessary to control dust. The Contractor shall notify the City of any claims of damage, and shall clean and restore any property so damaged at the sole expense of the Contractor. All spills or releases of any hazardous substance shall be reported to the appropriate governmental agency as well as notice to the City. Contractor shall be responsible for all associated cleanup costs and fines.

At all times during the work, keep the premises clean and orderly. Upon completion of the work, repair all damage caused by equipment and leave the Project free of rubbish and excess materials of any kind.

SP 08 Permits

The Contractor shall obtain all licenses and permits that are required to do the work.

SP 09 Order of Award of Alternative Bids

Additive Alternate and/or Deductive Alternative Bids will be awarded, if any are awarded, in any order determined to be the most advantageous combination by the owner.



SP 10 Payment

Payments shall be in accordance with Section 10.07, Measurement and Payment of the CVSS. All invoices for payment must be submitted on a City of Valdez *Periodic Payment Request Form*. An electronic copy of this form (Excel Spreadsheet) will be made available for the Contractor's use.

Disbursement of money to a person, firm or corporation will be made only after all the various receivable accounts of the general government and any municipal utility or enterprise have been reviewed for outstanding balances owed, and the disbursement will be reduced by setting off the amount of any delinquent indebtedness due the city from such person, firm or corporation.

All contracts to which the city is a party which will or may involve the disbursement of city funds shall contain the following clause, or its substantial equivalent: "Disbursement of money by the City of Valdez hereunder shall subject to set-off pursuant to the provisions of the Valdez City Code." Such contracts include, but are not limited to, oral contracts, employment contracts, construction contracts, purchasing contracts and contracts of any municipal utility or enterprise, including customer's deposits.

SP 11 References to City of Valdez Standard Specifications (CVSS)

The City of Valdez Standard Specifications & Standard Details, Streets-Drainage-Utilities-Parks, dated April 2003, hereafter referred to as CVSS, are incorporated in and become a part of the Contract Documents for the work, The Standard Specifications are available for purchase from the Engineer's Office of the City of Valdez, P.O. Box 307, Valdez, Alaska 99686 or can be downloaded from the City's website at <https://www.valdezak.gov/228/Capital-Projects-Engineering>. All work under this Contract shall comply with the latest edition and addenda to all applicable codes, ordinances, and standards.

It shall be the responsibility of the Bidder to prepare his bid so all materials and/or different arrangements of connections or fittings shall harmoniously conform with the intent of the Contract Drawings, CVSS, and the Special Provisions.

SP 12 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached document titled "Additional Release Investigation and Clean-up Activities Work Plan". These drawings are by reference included herein.



City of Valdez

Modifications and Additions to the Standard Specifications

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221
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Division 30	Concrete	
Division 40	Asphalt	
Division 50	Sanitary Sewers Systems	
Division 55	Storm Drains	
Division 60	Water Systems	
Division 65	Construction Surveys	
Division 70	Miscellaneous	
Division 75	Landscaping	
Division 90	Details	



City of Valdez

Modifications and Additions to the Standard Specifications

Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221
Standard General Provisions

Division 10

Article 7.5 Progress Payments

Add the following:

Any request for payments for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for payment by Jan. 31st for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31st for work accomplished the previous year will be subject to a penalty. Penalty may be assessed at a minimum of \$1000 and up to 5% of the invoice not to exceed \$10,000.

Article 7.7 Final Payments

Add the following:

Any request for final payment for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for final payment by January 31st for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31st for work accomplished the previous year will be subject to a penalty. Penalty may be assessed at a minimum of \$1000 and up to 5% of the invoice not to exceed \$10,000.



**City of Valdez
Minimum Prevailing Wage Rates**

**Project: Landsharks Contaminated Soil Removal
Project Number: 24-350-0600 / Contract Number: 2221**

Minimum Prevailing Wage Rates and Title 36 Public Contracts Follows
See attached Links:

<http://labor.state.ak.us/lss/pamp600.htm>
<http://labor.alaska.gov/lss/forms/Pam400.pdf>

In accordance with the requirements of AS 36.05.070 and AS 36.05.080, the following provisions are included where applicable:

- (1) The Contractor or subcontractors of the Contractor shall pay all employees unconditionally and not less than once a week;
- (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the Contractor or subcontractors and laborers, mechanics, or field surveyors;
- (3) the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work;
- (4) Owner shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or subcontractors the difference between
 - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
 - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.
- (5) If it is found that a laborer, mechanic, or field surveyor employed by the Contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Owner may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and the Contractor's sureties are liable to Owner for excess costs for completing the work.