

212 Chenega Ave. Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, June 17, 2025 7:00 PM Council Chambers

Regular Meeting

WORK SESSION AGENDA - 5:30 pm

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

1. Work Session: VMC 10.20 Titled Recreational Vehicle Parks and Tent Campgrounds
Overview and Discussion

REGULAR AGENDA - 7:00 PM

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC BUSINESS FROM THE FLOOR
- V. CONSENT AGENDA
 - 1. Proclamation: Juneteenth 2025
 - **2.** Approval of Liquor License Renewal Fu Kung Restaurant #2326
 - 3. Appointment to Ports & Harbors Commission Applicants: Neil "Vince" Kelly and Alan Steed
 - 4. Acceptance of Resignation from Beautification Commissioner Keena Miller
 - 5. Approval to Go Into Executive Session Re: VMC 3.30 Litigation Strategy

VI. NEW BUSINESS

- 1. <u>Professional Services Agreement with Hale & Associates for Insurance Broker</u>
 Services
- 2. Approval of the City of Valdez's Annual Property and Casualty Insurance Renewal for the Period Beginning July 1, 2025 in the Amount of \$925,953

Approval to Purchase a 2030 Fire Engine (1) Velocity HDR Pumper from Hughes Fire Equipment Inc. in the Amount of \$1,450,000.00

VII. ORDINANCES

1. #25-07- Amending Chapter 2.24 of the Valdez Municipal Code Titled Code of Ethics. First Reading. Public Hearing.

VIII. RESOLUTIONS

1. #25-29 - Authorizing the Submission of a 2025 T-Mobile Hometown Grant Application for the Multi-Phase Wayfinding Project

IX. REPORTS

- 1. Auction Report: 2015 Mitsubishi FG35 Forklift
- 2. Monthly Projects Update Scott Benda, Capital Facilities Director (Verbal Report)
- 3. Report GFOA Distinguished Budget Award
- 4. Report: Issuance of Temporary Land Use Permit #25-06 for Wilson Brothers

 Distributing for Six Months, for a 1.44-acre portion of 226 S Harbor Drive, Tract G,

 Harbor Subdivision
- Report: Issuance of Temporary Land Use Permit #25-02 for End of the Road Ren Fair for an Approximately 8-Acre Portion of 251 Pioneer Drive, Lot 2, Block 2, Mineral Creek Mineral Creek Subdivision (N Barney Meyring Parkstrip) Owned by the City of Valdez
- 6. Childcare Grants update
- 7. Alaska Women's Business Center Report
- X. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS
- 1. City Manager Report
- 2. City Clerk Report
- 3. City Attorney Report
- 4. City Mayor Report
- XI. COUNCIL BUSINESS FROM THE FLOOR

- XII. EXECUTIVE SESSION
- XIII. RETURN FROM EXECUTIVE SESSION
- XIV. ADJOURNMENT



212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0261, Version: 1

ITEM TITLE:

Work Session: VMC 10.20 Overview and Discussion

SUBMITTED BY: Sheri Pierce, City Clerk, MMC

FISCAL NOTES:

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

Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

The aim of the work session is for Council to review the existing language VMC 10.20 as currently enacted and to discuss needed and optional updates.

For each section of the chapter, staff will present the following:

- The language currently in place.
- Code changes that are necessary to conform with Title 17 and other applicable code provisions.
- Code changes that administrative staff believe would be beneficial.
- Other options that City Council can consider.

Certain portions of VMC 10.20 including definitions and provisions related to recreational vehicle park standards and locations now conflict with and are more stringent than adopted Title 17 provisions and need to be corrected in a timely manner. The EXISTING legislation as currently established in the Valdez Municipal Code is provided as an attachment to this agenda item.

Other proposed and possible changes are policy decisions that the City Council needs to discuss, reach consensus on and provide feedback to staff on how to move forward.

Chapter 10.20

RECREATIONAL VEHICLE PARKS AND TENT CAMPGROUNDS

Sections:	
10.20.010	Purpose.
10.20.020	Definitions.
10.20.030	Use and parking of recreational vehicles outside of a recreational vehicle park
10.20.040	Location.
10.20.050	Recreational vehicle park standards.
10.20.060	Tent camping prohibited—Exceptions.
10.20.070	Other requirements for tent camping in public areas.

10.20.010 Purpose.

The purpose of this chapter is to set reasonable standards for recreational vehicle parks and tent campgrounds within the city. It is the intent of the city to assure that the public health, safety and welfare of the community is preserved and protected while not creating burdensome and unduly restrictive regulations that would deter recreational vehicle travelers and tent campers from visiting Valdez. (Ord. 96-09 § 1 (part))

10.20.020 Definitions.

As used in this chapter:

"Recreational vehicle" means a vehicular-type unit primarily designed as a temporary living quarters for recreational, camping or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. The basic entities are: travel trailer, camping trailer, truck camper, and motor home.

"Recreational vehicle park" means a plot of land upon which two or more recreational vehicle sites are located, established or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.

"Recreational vehicle site" means a plot of ground within a recreational vehicle park intended for the accommodation of a recreational vehicle, a tent, or other individual camping unit on a temporary basis.

"Tent" means a portable, collapsible, enclosed shelter made of canvas or nylon, or comparable material, stretched and sustained by poles, which has been specifically designed and manufactured for temporary use for camping.

"Tenter" shall be defined as a person or party or persons camping in a tent or in the open.

"Tent campground" shall be defined as an area, lot or portion of a lot where two or more recreational vehicles are parked or camped for temporary occupancy. (Ord. 96-09 § 1 (part))

10.20.030 Use and parking of recreational vehicles outside of a recreational vehicle park.

- A. No recreational vehicle may be parked on city streets in areas where such prohibition is posted.
- B. No recreational vehicles may be parked and occupied in city parking lots and on other city property without obtaining a permit for that purpose from the city manager or his designee.
- C. Recreational vehicles may be parked for temporary occupancy on a lot in all single-family residential zoned districts. Such occupancy must be with the owner's permission and in compliance with applicable laws.
- D. One recreational vehicle may be parked for temporary occupancy with water and sewer hookups on a lot in all commercial-zoned districts. Such occupancy must be with the owner's permission and in compliance with applicable laws.

- E. Except as provided otherwise, it is a violation of this code for a person in charge of a premises within the city to permit or allow camping without a valid permit from the city and if required, a state of Alaska Public Accommodation Permit.
- F. Up to three recreational vehicles may be parked for overnight camping on property belonging to a local private club or lodge provided the following conditions are met:
- 1. Sufficient off-street parking remains for patrons of the establishment;
- 2. The recreational vehicles are fully self-contained;
- 3. The private club or lodge has granted permission for overnight parking; and
- 4. The owners of the recreational vehicles must be out-of-town members of the local private club or lodge. (Ord. 07-08 § 1: Ord. 96-09 § 1 (part))

10.20.040 Location.

Recreational vehicle parks are permitted in the public lands zoning district; are allowed as a conditional use in the commercial residential zoning district, the general commercial zoning district, and the light industrial zoning district. (Ord. 96-09 § 1 (part))

10.20.050 Recreational vehicle park standards.

- A. Standards Generally. Recreational vehicle parks shall meet the design and performance standards set forth herein as well as those mandated by state and local law. Such standards include but are not limited to those regulating wastewater disposal, drinking water and restrooms. The facilities must be in compliance with all building, plumbing, electrical, fire and other applicable codes.
- B. Site Plan. The applicant shall provide a site plan drawn at a scale in which all of the requirements of this section are clearly shown. In addition, the following shall be shown:
- 1. Name of the recreational vehicle park or campground, ownership, name of developer, scale, north arrow, date, and location map showing the location of the park or campground;
- 2. Identification of each recreational vehicle site by number.
- C. Separation Requirements. The following requirements shall apply to all buildings, structures and recreational vehicles within a park or campground.
- 1. Distance Between Structures and Recreational Vehicles. The minimum side-to-side spacing between recreational vehicles and/or other permitted buildings or structures and any subsequent additions thereto shall not be less than ten feet.
- 2. Site Width. Each recreational vehicle site shall not be less than ten feet plus the width of the recreational vehicle.
- D. Design of Entrances and Exits. Entrances and exits shall be designed for safe and convenient movement of traffic into and out of the park, and to minimize hazards with traffic on adjacent streets. No entrance or exit shall require a turn at an acute angle for vehicles moving in the direction intended. No object or material impediment to visibility shall be created, placed or maintained which obscures the view of an approaching driver in the right lane of the street. No entrance or exit shall be located nearer than thirty feet from any street intersection, or ten feet from the radius point, whichever is more.
- E. Internal Streets. Streets shall be provided in the park or campground where necessary to furnish principal trafficways for safe and convenient access to all sites and to facilities for common use by park or campground occupants.
- F. Street Alignment and Gradient. Street alignment and gradient shall be designed and constructed to ensure the safe movement of traffic, and to satisfactorily control surface water.

- G. Street Surfacing. Streets shall consist of a sound all-weather driving surface consisting of gravel, cinders, asphalt or concrete.
- H. Street Widths. Internal streets shall meet the following minimum size standards:
- 1. Twenty feet wide access road in front of or behind each site;
- 2. Street widths at access points where traffic enters or leaves the park, shall be of sufficient size to permit free movement from or to the stream of traffic on the adjacent public streets, and no parking shall be permitted which in any way interferes with such free movement.
- I. Disposal of Sewage and Providing of Water. Disposal of wastewater and providing of drinking water shall comply with the Uniform Plumbing Code as adopted by the city. (Ord. 96-09 § 1 (part))

10.20.060 Tent camping prohibited—Exceptions.

No tenters shall camp in the city, except tenters who:

- A. Camp in designated areas within the city;
- B. Camp in tent campgrounds approved by the city as camping areas;
- C. Camp not less than one-quarter mile from any roadway, or not less than one hundred yards from any public trail, unless posted "No Camping" or "No Trespassing";
- D. Camp on private property with the permission of the owner, limited to no more than two tents. (Ord. 96-09 § 1 (part))

10.20.070 Other requirements for tent camping in public areas.

- A. Tenters shall maintain and keep the tent area:
- 1. In a clean, orderly and sanitary condition at all times; and
- 2. Free of any hazard or condition which could affect the health and safety of the occupants or the general public; and
- 3. Free of refuse while camping and all refuse must be disposed of before leaving the camping area; and
- 4. Free of conditions which could tend to attract, harbor or breed insects, pests or wildlife.
- B. The following shall not be permitted:
- 1. Tents that do not fall within the definition of "tent" as set forth in Section 10.20.020(D). Types of shelters or structures that are not permitted include, but are not limited to, those that are not portable or collapsible and those not made of canvas or nylon or comparable material. Shelters or structures made of wood, cardboard, visqueen or porous materials are expressly prohibited.
- 2. Tenters are prohibited from bringing dogs into or keeping dogs in any tent campground posted off limits to dogs by order of the city manager. (Ord. 96-09 § 1 (part))



Legislation Text

File #: 25-0262, Version: 1

ITEM TITLE:

Proclamation: Juneteenth 2025

SUBMITTED BY: Rhea Cragun, Human Resources Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve proclamation

SUMMARY STATEMENT:

Attached proclamation recognizes June 19, 2025 as Juneteenth.



PROCLAMATION

JUNETEENTH DAY – JUNE 19, 2025

WHEREAS, Juneteenth is often referred to as our country's second Independence Day; and

WHEREAS, on June 18, 2021, Juneteenth National Independence Day Act, S. 475, creating a federal holiday to commemorate Juneteenth was signed into law; and

WHEREAS, on May 21, 2024, the Alaska Legislature passed Senate Bill 22 recognizing Juneteenth as an official state holiday in Alaska; and

WHEREAS, this commemoration is the oldest known celebration commemorating the end of slavery in the United States, dating back to June 19, 1865, when Union Soldiers, led by Major General Gordon Granger, arrived in Galveston, Texas with news that the civil war had ended and that all enslaved people were now free. The state of Texas held the last major remnant of slavery in the country after President Lincoln's Emancipation Proclamation became official in 1863. Each year cities across Alaska and the nation honor the freeing of the last slaves and celebrate African American heritage; and

WHEREAS, early celebrations of Juneteenth consisted of family and community gatherings filled with special food and festivities but also prayer, reflection and respect for ancestors who suffered under slavery in this country; and

WHEREAS, the joyous commemorations that began in Texas spread around the nation, with cities and communities joining in celebration of this milestone in the ongoing American journey toward freedom for all; and

WHEREAS, Juneteenth is a day for rejoicing, but also for assessment, education, self-improvement, and planning for the future. It is a day when people from all races, nationalities, and religions join to acknowledge a period in our history that shaped and continues to influence our society today; and

WHEREAS, we must continue to acknowledge the evils of slavery, to recognize the devastating impacts of slavery on African Americans and our country, and to engage in conversation to learn from our history. We must continue to come together, young and old, to listen, to learn, and to grow, as well as to reaffirm our commitment to upholding the inalienable rights outlined in our nation's constitution – the rights of liberty, dignity, and equality for all citizens.

NOW THEREFORE,	I, Dennis Fleming,	Mayor of the	e City of	Valdez, do	hereby	proclaim
June 19, 2025, as:	-					

Juneteenth

And encourage all citizens to reflect on the importance of this day and to observe this day with activities and reflections that celebrate freedom and justice for all people.

Dated this 17 th day of June, 2025.	
	CITY OF VALDEZ, ALASKA
ATTEST:	Dennis Fleming, Mayor
Sheri L. Pierce, MMC, City Clerk	



212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0263, Version: 1

ITEM TITLE:

Approval of Liquor License Renewal - Fu Kung Restaurant #2326

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: na Unencumbered Balance: na

Funding Source: na

RECOMMENDATION:

Click here to enter text.

SUMMARY STATEMENT:

A local governing body may protest the approval of an applicant pursuant to AS 04.11.480 by furnishing the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of the notice.

Following notification of a new license or renewal of an existing license by the Alcohol & Marijuana Control Office, the City Clerk's office submits all license applications to the city council for approval. The Police Chief is notified of the request and is provided with the opportunity to express any concerns with the issuance or re-issuance of the license.

Please see attached information provided by the AMCO office regarding this application.



Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE 550 West 7th Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269.0350

June 9, 2025

From: Alcohol.licensing@alaska.gov; amco.localgovernmentonly@alaska.gov;

Licensee: Hoon M. Cho
DBA: Fu Kung Restaurant

VIA email: hooncho0028@gmail.com; okheecho1@yahoo.com;

CC: None

Local Government 1: Valdez Borough
Local Government 2: Unorganized Borough

Via Email: spierce@valdezak.gov; esorumbirk@valdezak.gov;

Community Council: n/a

Via Email: n/a

Re: Restaurant or Eating Place License #2326 Combined Renewal Notice for 2025-2026 Renewal Cycle

License Number:	#2326
License Type:	Restaurant or Eating Place
Licensee:	Hoon M. Cho
Doing Business As:	Fu Kung Restaurant
Physical Address:	207 Kobuk Drive Valdez, AK 99686
Designated Licensee:	Hoon M. Cho
Phone Number:	907-831-0028; 907-831-4258
Email Address:	hooncho0028@gmail.com; okheecho1@yahoo.com;

∠ License Renewal Application	☐ Endorsement Renewal Application
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Dear Licensee:

Our staff has reviewed your application after receiving your application and the required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(s), your community council if your proposed premises are in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(s) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **September 16th, 2025** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the <u>Alcohol.licensing@alaska.gov</u> email address if you have any questions.

Dear Local Government:

We have received completed renewal applications for the above-listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsements, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before the meeting of the local governing body. If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

We have received a completed renewal application for the above-listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above-referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding the review of this application. Comments or objections you may have about the application should first be presented to the local governing body.

If you have any questions, please email Alcohol.licensing@alaska.gov

Sincerely, Alysha Pacarro, Licensing Examiner II For Kevin Richard, Director





alcohol.licensing@alaska.gov https://www.commerce.alaska.gov/web/amco

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-17: 2025/2026 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than December 31, 2024, per AS 04.11.270, 3 AAC 305.050, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal and required fees that have not been postmarked, emailed, or submitted through AK-ACCIS by February 28, 2025, will result in expiration of the alcoholic beverage license per AS 04.11.540.
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the mandatory fees and all
 documents required, or the application will be returned without being processed, per AS 04.11.270.
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application
 will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

	Section 1 - Establish	ment Contact	Information		
Doing Business As:	Fu Kung Restaurant			License #:	2326
	anged, write the Wooddress below	w:			
Mailing Address:			V-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1		
City:		State:		ZIP:	
	Section 2 - Licenses	e Contact Infor	mation		
Contact Licensee: The individ- will be the designated point o	ual listed below must be part of the of contact regarding this license unles	ownership structure o ss the Optional contac	f the licensee listed t is completed.	in Section 1. This	person
Contact Licensee:	hoon cho		Contact Phone	e: 907	7 831 002
Contact Email:	hooncho 0028 (2)	Imail. Con	n		
license, list their information		e other than the Cont	act Licensee (such a		
Name of Contact:	of her cho		Contact Phone	901	18314258
Contact Email:	okheecho 10 Yal	100. Com			
	Section 3 - Renewal of		ar Endarcome	omte	
	Section 3 - Kenewai or	Endorsement	oi Endoiseine		110
	ement(s) associated to the license you questions in the affirmative:	ou are renewing? If no	o skip to the next se	YES N	
1. I will renew ALL of my ac	ctive endorsement or endorsements.				
	my active endorsement or endorser				
	nore of my active endorsement or er ements I do NOT want to renew.	ndorsements and I am	listing here the		
Endorsement Not Renewin	ng	Endorsemer	nt Not Renewing		
Endorsement Not Renewi		Endorsemen	nt Not Renewing		

rec # 1009 bb 611

[Form AB-17] (rev 10/24/2024) LCOHOL MARIJUANA GERMAN GERM Page 1 of 3





alcohol.licensing@alaska.gov https://www.commerce.alaska.gov/web/amco Phone: 907.269.0350

Section 4 - for Package Stores ONLY: Written Order Information

Package Stores ONLY: Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2025 and/or 2026? If so, if you have not already done so, you will need to apply for a Shipping Endorsement here: https://accis.elicense365.com/#	YES NO
Section 5 – Ownership Structure Certification	
Did the ownership structure of the licensed business change in 2023/2024? YES NO	
If Yes and you have NOT notified AMCO, you will need to apply for a Change of Officials	
here: https://accis.elicense365.com/#	
If No, certify the statement below by initialing the box to the right of the statement: I certify that the ownership structure of the business who owns this alcohol license did not change in any way during the calendar years 2023 or 2024.	HC
Section 6 - License Operation	
Unless you continuously operated (more than 240 hours) in 2023 or 2024, check ONE BOX for EACH CALENDAR to describes how this alcoholic beverage license was operated as set forth in AS 04.11.330:	YEAR that best
S SS SS SS S B L (N. L. J.C. C.	2023 2024
 The license was only operated during a specified time (seasonal) each year. (Not to exceed 6 months per year) If your seasonal operation dates have changed, list them below: 	
If your seasonal operation dates have changed, list them ociow.	
to	
 The license was only operated to meet the minimum requirement of 240 total hours each calendar year. <u>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation and corresponding fee</u> <u>must be provided with this form, or through AK-ACCIS here: https://accis.elicense365.com/#</u> 	
 The license was not operated at all or was operated less than the minimum requirement of 240 total hours each year, during one or both calendar years. <u>A complete Form AB-29: Waiver of Operation Application</u> and corresponding fees must be submitted with this application for each calendar year during which the licens was not operated. You may submit this through AK-ACCIS here: https://accis.elicense365.com/# 	<u>e</u>
Section 7 - Violations and Convictions	
Have any Notices of Violation been issued for this license in 2023 or 2024?	YES NO
Has any person or entity in this application been convicted of a violation of Title 04, 3AAC 304, 3 AAC 305 or a local ordinance adopted under AS 04.21.010 in 2023 or 2024?	
If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(unsure if you have received any Notices of Violation, contact the office before submitting this form.	2). If you are
Section 8 - Certifications	
As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with 3 AAC 305, and that this application, including all accompanying schedules and statements, are true, correct, and contains a second statement of the se	n AS 04 and omplete.

LCOHOL MARIJUANA D. SUMERK STATE OF A

[Form AB-17] (rev 10/24/2024)

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alcohol.licensing@alaska.gov https://www.commerce.alaska.gov/web/amco

Phone, 007,200,0350

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support
 of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this
 application being returned and the license being potentially expired if I do not comply with statutory or regulatory
 requirements.
- or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current, and I have provided AMCO with all required changes of the ownership structure of the business license and have provided all required documents for any new or changes of officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 305.700.
- I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to

HOON Cho

Printed name of licensee

Signature of licensee

Restaurant and Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit

Sporting Activity/Recreational Site applications must include a completed AB-36: Sporting Activity/Recreational Site Statement

Beverage Dispensary Tourism applications must include a completed AB-37: Beverage Dispensary Tourism Statement

Wholesale applications must include a completed AB-25: Supplier Certification

Common Carrier vessel applications must include a current safety inspection certificate

Manufacturer Direct Shipment Licensees must apply for renewal through the AK-ACCIS online system here: https://accis.elicense365.com/#

New This Renewal- Endorsement Fee(s) and Paper Application Fee:

Endorsement renewals will require the biennial \$200.00 fee per endorsement. Multiple Fixed Counter Endorsements require ONE \$200.00 biennial fee regardless of how many fixed counters are attached to the license.

This paper form requires an additional submission fee of \$150.00 per 3 AAC 305.165(10). Avoid additional fees and apply through AK-ACCIS here: https://accis.elicense365.com/#

All renewal and supplemental forms are available online: https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx

FOR OFFICE USE ONLY

License Fee:	\$ 1250 =	Application Fee:	\$ 300.00	Misc. Fee:	\$
Endorsement Fee:	\$	Paper Form Fee	\$150.00		\$
	1			Total Fees Due:	\$ 1700

RECEIVIN

NOV 2/0 7824 COHOL MANUSCHIA CONTROL OFFIC STATE OF

Page 3 of 3





alcohol.licensing@alaska.gov

https://www.commerce.alaska.gov/web/amco Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-33: 2025/2026 Renewal Restaurant Receipts Affidavit

What is this form?

A restaurant or eating place licensee must file a complete copy of this form along with its 2025/2026 license renewal application, in order to provide evidence to the Alcoholic Beverage Control Board that this licensed restaurant's receipts from the sale of food upon the licensed premises constitute no less than 50% of the gross receipts (food + alcohol sales) of the licensed premises for each calendar year in 2023 and 2024, as currently required by AS 04.09.210(e) and AS 04.09.360(g). This form is confidential.

This form must be completed and submitted with Form AB-17 to AMCO's main office before a license renewal application may be reviewed.

	Section 1 – Est	tablishment Info	ormation			
This form is being submitted fo	r the following license:					
Licensee:	Hoon Chi	D	Li	icense #:	2326	
License Type:	Restanunt	/ Eather P	ace			
Doing Business As:	- Fu Kung	Restarua	nt			
S	ection 2 – Gross	Receipts for 20	23 and 20	24		
Please fill out the following inf amounts of the food and gross is from food sales on the licens	(food + alcohol) receipts on	the licensed premises a	ind calculate the ÷ Gross Revenue	percentage	rm. Enter the of gross reven	iue that
\$	- \$		X 100 =		94	%
2023 Food Sales	2023 Fo	ood + Alcohol Sales		2023 Perce	nt from Food	1
\$	÷ \$		X 100 =		- 82	%
2024 Food Sales	2024 Fo	od + Alcohol Sales	2	2024 Percei	nt from Food	
I declare under penalty of perju	ury that this form, including	all accompanying sched	ules and stateme	ents, is true,	correct, and c	omplet
Hoon Cl Printed name of licensee	0	Signature of	licensee	2		
	RE	CEMED				
Form AB-33] (rev 10/24/2024)		W X1 2021			Dage	1 of 1



212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0264, Version: 1

ITEM TITLE:

Appointment to Ports & Harbors Commission - Applicants: Neil "Vince" Kelly and Alan Steed

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

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

Funding Source: n/a

RECOMMENDATION:

Appoint applicants.

SUMMARY STATEMENT:

Three terms for the Ports & Harbors Commission are set to expire on June 30, 2025. Since the commission has been changed from a 7-member body to a 5-member body and still had 6 members serving, only 2 vacancies now exist.

The City Clerk's office has advertised for the 2 vacancies and received the following applications:

- Neil "Vince" Kelly
- Alan Steed

Application Form

Profile			
Alan	Steed		
First Name	Last Name		
Email Address			
Valdez Mailing Address	(PO BOX # or HCI BOX #)	
Home Address		Suite or Ant	
nome Address		Suite or Apt	
City		State	Postal Code
Primary Phone	Alternate Phone		
Alaska Nautical Service	Pilot Boat Operator		
Employer	Occupation		
Which Boards would you	u like to apply for?		
Ports & Harbors Commission	: Submitted		
	commission,Planning & Zoning Commission for three years. Are yo		
⊙ Yes ⊂ No			
commissioners are expensioners are expensional committee or construction to arriving for the decision making. Are young this particular board	ment: All board/committe ected to (1) be physically nmission meetings and (2 meeting to be best prepou ou aware of the time com , committee, or commiss eetings plus work session	present at most 2) review agenda ared for discussi mitment involved ion? Are you will	materials on and d in serving ing and able

I understand the time requirements and am very willing to be available as needed. My only concerns are work conflicts which should be minimal.

19

Submit Date: May 08, 2025

Question applies to multiple boards

Regular attendance at meetings by commissioners/board members is crucial to the commission/board's ability to conduct business. Attendance for commissioners/board members is tracked. Under current City Council policy, the seat of a board/committee member or commissioner will be considered vacant following three consecutive absences from regular meetings. At that time, the member will be asked to either resign or be removed by formal action of Council to allow other interested citizens a chance to serve. Are you committed to in-person attendance at most, if not all, commission/board meetings? Do you understand you must provide your commission/board staff as much notice as possible if you must be absent to ensure a quorum is available to conduct commission/board business?

Yes

How did you learn about this vacancy?

▼ I am a Current Board/Committee/Commission Member

Interests & Experience

Why are you interested in serving on a City of Valdez board or commission?

I would like to assist in helping to ensure Valdez and Prince William Sound continue to be an amazing destination for visitors as well as a wonderful place for residents. I realize the small boat harbor(s) are only a part of this commission so I am eager to learn more about the aviation concerns as well as the port operations.

Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.

I have worked as a captain of passenger vessels for over 25 years. I began my boating career as a deckhand for Stan Stephens Cruises in 1992. In 1994 I moved to Maui, Hawaii to accrue sea time for a USCG captain's license which I received in 1995. I currently hold a 200T Master, Near Coastal license. I was the captain of many types of vessels while in Hawaii. Mostly, I drove a passenger ferry for 15 years, but also was the captain of dive boats, whale watches, dinner cruises, snorkel boats, and pilot boats. I had always wanted to return to Valdez. I did come back in 2012 to work for Stan Stephens Cruises starting in the summer of 2013. I also began working for Alaska Nautical Services (ANS), the pilot boat service, in 2013. I currently work full time year round for ANS as a pilot boat operator, 3 weeks on 3 weeks off. I also work summers for Stan Stephens cruises during my off time from ANS. As for volunteer work, I currently am a board member of the Valdez Youth Court. I also volunteered as a captain for a research vessel for the Hawaii Whale Research Foundation. I have been a participant of the annual Valdez highway clean up effort (the VYC mile) as well as many beach clean up efforts and reef clean up dives in Hawaii. I have also coached womens rugby and childrens ski racing.

U	pload	а	Resume	or	Letter	of	Interest

Submit Date: Apr 11, 2025

Profile			
Neil	Kelly		
First Name	Last Name		
Email Address			
Valdez Mailing Ad	dress (PO BOX # or HCI BC	X #)	
Home Address		Suite or Apt	
City		State	Postal Code
Primary Phone	Alternate Phone		
	Charley Back On and	La	
self employed Employer	Charter Boat Operation	tor	
Which Boards woเ	uld you like to apply for?		
Ports & Harbors Com	mission: Submitted		
Question applies to Ports & F	Harbors Commission,Planning & Zoning Co	ommission, Permanent Fund Inves	tment Committee
	term is for three years. Ar		
⊙ Yes ○ No			
Question applies to multiple		. Transaction of the same of the	
-	mmitment: All board/comn e expected to (1) be physic		. if not all.
board/committee	or commission meetings a	nd (2) review agenda	materials
	or the meeting to be best p Are you aware of the time	-	
on this particular	board, committee, or comm	mission? Are you will	ing and able
to commit to regu term?	llar meetings plus work ses	ssions every month f	or your full
reilli:			

Yes, I understand this requirement.

Question applies to multiple boards

Regular attendance at meetings by commissioners/board members is crucial to the commission/board's ability to conduct business. Attendance for commissioners/board members is tracked. Under current City Council policy, the seat of a board/committee member or commissioner will be considered vacant following three consecutive absences from regular meetings. At that time, the member will be asked to either resign or be removed by formal action of Council to allow other interested citizens a chance to serve. Are you committed to in-person attendance at most, if not all, commission/board meetings? Do you understand you must provide your commission/board staff as much notice as possible if you must be absent to ensure a quorum is available to conduct commission/board business?

Yes, I understand this requirement

How did you learn about this vacancy?

₩ Word of Mouth

Interests & Experience

Why are you interested in serving on a City of Valdez board or commission?

I have owned and/or operated vessels utilizing Valdez Harbor facilities since 1979. I've been a full time resident of Valdez since 1990. Over the years I've developed a deep appreciation for the for the unique marine and terrestrial environment of Prince William Sound. I believe that along with the privilege of benefiting from our natural and man made resources comes the responsibility of participation in the protection and enhancement of those resources. My background and experience give me the ability to make a useful contribution of my time and energy, and I wish to do so.

Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.

I came to Alaska on a fishing boat in 1975. Between then and 1988 I worked on tour boats, landing craft, sailing vessels and research vessels, primarily in Alaska but also in Hawaii and other parts of the world. In 1989 I earned a degree in biology from Evergreen State College and in 1990 received a Master of Marine Affairs from the University of Rhode Island. I hold a Mate's 300 ton coastal license and a 100 ton sail auxiliary license. In 1988 I held the position of science coordinator on the ice breaker Polar Duke. In 1991 I joined the staff of Prince William Sound Community College and spent eleven years developing and delivering safety and oil spill response courses. After leaving PWSCC in 2005 I worked for the Alaska Department of Environmental Conservation until my retirement in 2013. I currently operate, along with my wife Jennie Kelly, a mothership kayaking business out of Valdez Harbor.

Letter of Interest Valdez Ports and Harbors Commission.pdf

Upload a Resume or Letter of Interest

Letter of Interest: Valdez Ports and Harbors Commission

August 9, 2023

I would like to be considered to serve on the Valdez Ports and Harbors Commission. I have the experience and educational background that uniquely qualify me to make a valuable contribution in this role. I have served on the board of KCHU radio and on an advisory committee of PWS RCAC. I currently serve on the board of the Valdez Convention and Visitor's Bureau. Thank you for this opportunity to apply.

Neil V. (Vince) Kelly



212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0260, Version: 1

ITEM TITLE:

Acceptance of Resignation from Beautification Commissioner Keena Miller

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

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

Funding Source: N/A

RECOMMENDATION:

Accept resignation from Beautification Commissioner Keena Miller.

SUMMARY STATEMENT:

Section XIII.E.19 of Council Policies and Procedures (re: citizens advisory groups) states "Any member wishing to resign from a citizen advisory group prior to the completion of their full term shall provide written notice to their staff liaison who will forward such notice to the City Clerk's Office for processing and formal acceptance by City Council".

Commissioner Keena Miller submitted her resignation to Beautification Commission staff via email.

Her resignation is effective as soon as accepted by the Council. Commissioner Miller was serving a term set to expire July 31, 2025. Since the commission has been changed from a 7-member to a 5-member body, and there were still 6 members serving on the commission, the resignation will not create a vacancy.

Elise Sorum-Birk

From: Keena Miller

Sent: Sunday, June 1, 2025 2:21 PM

To:Elise Sorum-BirkSubject:Resignation

Hi Elise, I regret that I need to resign from the Beautification Commission. I am currently working two jobs and I find that I am not able to fulfill my duties as a commissioner.

Please give my apologies to the rest of the beautification commission.

Sincerely, Keena Miller



Legislation Text

File #: 25-0265, Version: 1

ITEM TITLE:

Approval to Go Into Executive Session Re: VMC 3.30 Litigation Strategy

SUBMITTED BY: Jake Staser, City Attorney

FISCAL NOTES:

Expenditure Required: na Unencumbered Balance: na

Funding Source: na

RECOMMENDATION:

Click here to enter text.

SUMMARY STATEMENT:

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

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

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



212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0266, Version: 1

ITEM TITLE:

Professional Services Agreement with Hale & Associates for Insurance Broker Services

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: \$72,000; \$36,000 per year for two years

Unencumbered Balance: \$37,500

Funding Source: 001-5700-43200 Insurance Department; Professional Fees and Services

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

This PSA reflects a fee schedule unchanged since 2019, and provides the organization stability and historic continuity through 2026 while navigating a changing landscape with respect to available municipal insurance pools in Alaska since the merger of Alaska Public Entity Insurance (APEI) and Alaska Municipal League Joint Insurance Agency (AMLJIA) to a single pool starting in 2025 named Alaska Public Risk Alliance (APRA).

The fee schedule is within the procurement authority for staff, however, the agreement involves Valdez City Schools and the insurance broker arrangement of the two entities, and therefore remains part of the public process for full transparency.

This agreement has been reviewed and approved to form by legal.

CITY OF VALDEZ VALDEZ CITY SCHOOL DISTRICT

PROFESSIONAL SERVICES AGREEMENT 2025-2027

HALE & Associates 100 Cushman Street, Suite 200 Fairbanks, AK 99701 Ph. 456-6671 Fax 452-5214

Insurance-Bonds-Risk Management

BROKER AGREEMENT

THIS AGREEMENT is made and entered into this <u>1st</u> day of <u>July</u> 2025, by and between CITY OF VALDEZ AND VALDEZ CITY SCHOOL DISTRICT (hereinafter referred to as "City") (hereinafter "CITY") and HALE & ASSOCIATES (hereinafter "BROKER"), a corporation organized and existing under the laws of the State of Alaska.

WITNESSETH:

WHEREAS, the CITY desires full services of a Broker for all lines of insurance coverage, and

WHEREAS, HALE & ASSOCIATES has been designated as BROKER for the CITY.

NOW THEREFORE, the parties hereto agree to the following:

1. The term of this Agreement shall be from July 1, 2025 through June 30, 2027, unless sooner terminated as herein provided.

2. The Broker shall:

- A. Provide underwriting information and structure offerings to responsible and financially adequate insurers for the purposes of securing the insurance coverage requested by the CITY.
- B. Check the wording and accuracy of each policy and endorsement prior to delivery. Any clarifications would be requested from the insurers.
- C. Verify that rates and premiums are as quoted.
- D. Submit originals of all policies and endorsements to the CITY.
- E. Be available at all times to answer questions from the CITY.
- F. Obtain answers from underwriters to policy coverage questions.

- G. Keep continually up to date on the CITY's loss exposures through telephone discussions with personnel, inspections of premises or other methods deemed appropriate.
- H. Review and comment on insurer loss control recommendations, if any.
- I. Prepare Certificates of Insurance when requested by the CITY.
- J. Provide list of losses incurred under each insurance policy or a statement that no losses have been incurred at least annually. Updates following policy expiration are required until all claims are closed.
- K. Be reasonably available to meet with CITY personnel.
- L. Assist the CITY in proving its claims with insurers, if disputes arise.
- M. Arrange annual review of outstanding loss reserves with the appropriate carrier.
- N. Meet with the CITY at least ninety (90) days prior to policy renewal dates to begin negotiations and provide information regarding costs, necessary coverages, market conditions, and other factors affecting renewal planning or strategy. Exact policy wording and renewal costs shall be provided to the CITY thirty (30) days prior to policy renewal dates.
- 3. The CITY shall pay an annual brokerage fee to the BROKER for performing its obligations under this Agreement. This fee shall be billed annually and paid within thirty (30) days of receipt of billing and is to cover all time and expenses incurred by the BROKER in the performance of this Agreement.

Annual brokerage fee for services under this contract: \$36,000.

All insurance shall be placed in consideration of said fee, with no commission accruing to BROKER for the placement of any insurance called for in this agreement.

Broker Services Agreement

- 4. The BROKER shall provide the CITY with a certificate evidencing its professional liability insurance prior to performing any services under this Agreement on behalf of the CITY should the city request with the following limits:
 - A. \$1.000.000 Each Occurrence
 - B. \$2,000,000 Aggregate
- 5. This Agreement may be cancelled by either party, at any time, upon at least ninety 90) days advance written notice, hand delivered or mailed certified, return receipt requested, to the non-canceling party.
- 6. The rights granted to and duties assumed by BROKER under this Agreement may not be assigned or delegated by Broker without prior written consent of the CITY.
- 7. Both parties agree that time is of the essence and that time specifications contained herein are to be strictly construed.
- 8. This Agreement may be amended from time to time as may be necessary by mutual consent of both parties; provided, however, that no amendment to this agreement shall be effective unless in writing and signed by both parties.
- 9. If any provisions of this Agreement or any applications thereof shall be invalid or unenforceable, the remainder of the Agreement and any other application of such provisions shall not be affected thereby.
- 10. This Agreement embodies the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings, oral or written relating to the subject matter hereof.
- 11. Both parties represent and warrant that they have the authority to execute this Agreement.

Broker Services Agreement Page 4

day of	, 2025.
CITY OF VALDEZ, ALASKA	HALE & ASSOCIATES
By: Dennis Fleming, Mayor	By: David R. Hale, President
Date:	Date:
ATTEST:	VALDEZ CITY SCHOOLS
By: Sheri Pierce, MMC, City Clerk Date:	By: Amber Cawley Business Manager
Date.	Date:
APPROVED AS TO FORM: Brena, Bell & Clarkson, P.C.	
Jake Staser, City Attorney	



212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0267, Version: 1

ITEM TITLE:

Approval of the City of Valdez's Annual Property and Casualty Insurance Renewal for the Period Beginning July 1, 2025 in the amount of \$925,953 **SUBMITTED BY:** Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: \$925,953 for annual renewal; \$462,977(50%) in 2025 Budget

Unencumbered Balance: \$530,117

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, 2025 for the City of Valdez

SUMMARY STATEMENT:

Policy-Year (July - June) Premium Comparison

Property/Auto/General Liability: decrease \$35K, -4%

Workers Comp: increase \$14K, 7%

Broker Fee: unchanged \$36K, 0%

Discounts*: increase \$32K, 196%

 *Loss Control Incentive is still being determined see memo on pages 6 & 7 titled "letter to members of APRA"

A 2025 Budget to Actual/Estimate Analysis indicates that all aspects of insurance are in line with budgeted figures.

City of Valdez/Valdez City School District Renewal:

 COV and VCS quoted attractive Property Insurance through APRA resulting in a net premium decrease between the two entities. Additionally, this includes enhanced property coverage for both entities - specifically Earthquake, Flood, and Aggregate Limits.

File #: 25-0267, Version: 1

- o City of Valdez \$343,608, decrease of \$81,146, -19%
- Valdez City Schools \$139,780, increase of \$10,872, 8%
- City of Valdez and Valdez City School District share portions of this renewal for cost efficiency
- The COV and VCS insurance broker will attend the meeting to provide background information and field questions

An appended document titled "APRA Property Coverage Outline" has been included for reference representing a summary of certain items and their respective treatment under APRA.

City of Valdez, Valdez, City School District

BROKERAGE SERVICES PROPOSAL

Effective From: 07/01/2025 To: 07/01/2026

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 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 07/01/2025 after which the pricing, terms, and conditions are subject to change. It does not constitute confirmation of full or further support of the placement at these terms; it is recommended, therefore, that you respond to us as soon as possible. We will not be responsible for any consequences that may arise from any delay or failure by you to respond to us by 06/24/2025.

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.

City of Valdez/Valdez City School District

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 <u>david@hale-ins.com</u>

JoAnna Lewis
Account Executive
joanna@hale-ins.com

Nancy Harcourt
Account Executive
nancy@hale-ins.com

Tabatha Wilson
Account Executive
tabatha@hale-ins.com

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

Michael Hale Account Executive michael@hale-ins.com

Shana Pilkinton Account Executive shana@hale-ins.com

Arianna Nocon Account Manager arianna@hale-ins.com

CITY OF VALDEZ / VALDEZ CITY SCHOOL DISTRICT PREMIUM SUMMARY

		City - APRA	
	2025-26	2024-25	Change
Liability Coverage	APRA	AML/JIA	
GL & Public Officials	\$175,662	\$112,385	\$63,277
Workers' Compensation	\$209,092	\$195,562	\$13,530
Business Auto	\$62,348	\$47,416	\$14,932
Mobile Equipment (Drone)	\$95	\$195	(\$100)
Police Professional	\$36,903	\$69,074	(\$32,171)
Loss Control Discount	TBD	(\$16,291)	\$16,291
APRA Broker Credit	(\$48,374)	\$0	(\$48,374)
Sub Total	\$435,726	\$408,341	\$27,385
Property & Boiler & Machinery			
APRA	\$343,608	\$424,754	(\$81,146)
Marine			
Zurich American	\$100,200	\$100,200	\$0
Public Employee Crime	\$5,418	\$5,418	\$0
Bonds (est.)	\$5,000	\$5,000	\$0
Brokerage Fee	\$36,000	\$36,000	\$0
Grand Total	\$925,953	\$979,713	(\$53,760)

<u>City:</u>	FY26 Renewal:	FY25 Renewal:
Reported Payroll:	\$13,577,753	\$12,713,210
Auto Count:	88	88
Workers' Compensation Experience Mod:	0.72	0.84
Marine: Est Gross Receipts	\$2,396,340	\$2,020,933
Property Values:	\$289,085,483	\$278,349,373
Property Loss Limit:	N/A	\$90,000,000
Property Rate per \$100 values	\$0.167	\$0.196
Total Property Premium (City + S.D.):	\$483,388	\$553,662

Optional Terrorism Insurance Coverage:

Marine: Premium shown includes additional premium charge of \$1,800

Property: Included

*Property Deductible applies to all coverages, including equipment breakdown, flood, and earthquake

City of Valdez APRA Package with Alternate APRA Property



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

Enclosed is the summary of the contributions required for your Policy Year 2025-2026 coverage.

We are pleased to quote member contributions that reflect the benefits of bringing AMLJIA and APEI together into APRA. Most members contributions have increased by a smaller amount than they have in recent years, and many members will actually receive a small decrease in their rates.

As part of the Plan for Merger, which was approved by the APEI and AMLJIA membership on November 14, 2024, the APRA Board of Directors committed to a 10% rate guarantee: no member's overall rate change for the 2025-26 policy year would exceed 10%. The quoted contributions reflect this rate cap. Members that have had an increase in their exposures – such as adding vehicles or property, increasing their payroll, or having the replacement cost of their properties increase, may have an overall contribution increase of more than 10%, even if the underlying rate change is less than 10%.

Property values and coverage

You may have noticed that the property values on the schedules we sent out in March increased from what you may have listed on the policy for the current year. The APRA property policy provides coverage for the full replacement cost of a destroyed building. This is a significant benefit, but it requires that covered buildings be insured for their full replacement cost. To meet this standard, some building values were increased before this renewal; other buildings will be professionally valued over the next year, and may well see a similar increase in their value next year.

We recognize that increased value translates to increased cost. Members who have a building that they do not want to insure for the full replacement cost may elect to list the building on an "Agreed Amount Endorsement", which limits coverage to a stated amount. It is less expensive than full replacement cost coverage, but also means greater risk for the member, should that building be destroyed.

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

Loss Control Incentives

Both AMLJIA and APEI have had a loss control refund or incentive program to encourage members to participate in activities that are designed to reduce losses. For the current (2024-25) policy year, APEI and AMLJIA members who have participated in this program will be receiving a refund of a portion of their last year's contribution in the next few weeks. These amounts are unrelated to this contribution quote for the 2025-26 policy year, and will not be used as a direct credit to offset part of this contribution, as it was in the past.

For the 2025-26 policy year, APRA will be offering a loss control incentive program that is similar to the APEI and AMLJIA programs – the specifics are still being finalized, and we will share information about that program over the next couple of months.

Factors Influencing Contributions

The contributions quoted here for liability and worker's compensation are based on estimates of what you will pay your employees next year. The final numbers may well be different from these estimates. After the year ends (in the summer of 2026) we will ask you for the actual payroll amounts that you paid your employees, and the liability and workers' compensation contributions will be adjusted accordingly.

The contributions here include a factor to reflect each member's historical loss experience – members that have had few or no losses receive a small credit, while members with poorer loss history will be paying higher contributions. This is done to help ensure fairness among members, and to reward members who avoid losses. The more that members can avoid or reduce losses, the lower the costs are for everyone, and we are here to help you do that.

Alaska Law requires that any public entity wanting to be a member of APRA must sign a Cooperative Participation Agreement (CPA). If you don't sign the Cooperative Participation Agreement, you cannot become a member of APRA – even if you send us a check for the coverage. In addition, APRA requires that you complete, sign, and submit the application providing information about your entity. If you have not already signed and returned the application or CPA, please do so as soon as possible.

Members who are working with a broker receive a "Broker Credit" of 5% of their contribution amount, or \$50,000, whichever is less. If you are working with a broker, you will see this credit at the bottom of your contribution summary.

If you have any questions about the quoted contributions, how to complete the application or CPA, or you need further explanations, please contact your broker if you have one, or the APRA underwriter you have been working with. If you aren't sure which underwriter to talk with, call APRA at 907-258-2625 and we can point you to the right person. You are also welcome to call me with questions about your coverage or contribution.

We at APRA are looking forward to the formal creation of the new pool, and our ability to better serve our members. Information about APRA's services, coverage, and operations will be shared with members over the next few months, and we encourage you to reach out if you have questions or suggestions on how we can better serve you.

Barbara Thurston

Deputy Director for Insurance Services, APRA

bara Thurston

(907) 523-9440



AcctID# 122C Broker: David Hale

Policy Year: July 1, 2025 - July 1, 2026 Broker Firm: Hale & Associates

Quote #2--Added 2025 Chevy Silverado and (2) 2025 Ford Explorers

Property & Mobile Equipmen	Property & Mobile Equipment										
PROPERTY - ALL RISK	Aggregate Limit of Insurance	Deductible	Total Stated Value	Net Contribution							
Buildings, Contents, Docks, Other	\$250,000,000	As Scheduled	\$289,085,483	\$483,388.13							
Fine Arts	\$5,000,000	\$5,000	\$0	\$0.00							
Mobile Equipment	\$10,000,000	As Scheduled	\$39,000	\$95.20							
EARTHQUAKE & FLOOD COVERAGE	\$150,000,000	As Scheduled		Included							
EQUIPMENT BREAKDOWN COVERAGE	\$250,000,000	As Scheduled		Included							
TERRORISM COVERAGE	\$250,000,000	\$25,000		Included							
			\$289,124,483								

Net Property Contribution: \$483,483.33 **Property Broker Commission:** \$0.00

Total Property Contribution: \$483,483.33

Liability				
	Limit of Insurance	Deductible	Estimated Payroll/ Receipts	Net Contribution
LIABILITY			•	
Comprehensive General Liability	\$15,500,000 *	\$0	\$13,577,753	\$175,662.18
Liquor Liability	No Coverage	No Coverage	No Coverage	No Coverage
Law Enforcement Liability	\$15,500,000	\$10,000	\$1,690,867	\$36,903.17
VOLUNTEER MEDICAL COVERAGE	50,000	\$0		Included

Net Liability Contribution: \$212,565.35 **Liability Broker Commission:** \$0.00

Total Liability Contribution: \$212,565.35

		Co			

	Limit of Insurance	Deductible	Vehicle Counts/Insured Values	Ne	t Contribution
	4	4.0			\$26,150.00
Vehicle Liability	\$15,500,000	\$0	88		\$36,198.15
Physical Damage	As Scheduled	As Scheduled	4,535,767		
UM/UIM Bodily Injury	\$1,000,000	\$0			Included
UM/UIM Physical Damage	\$25,000	\$1,000			Included
, ,	• •	, ,			Included
Non-Owned Auto Liability	\$15,500,000	\$0			Included
Non-Owned Auto Physical Damage	\$75,000	\$1,000			Iliciuded
				Net Vehicle Contribution:	\$62,348.15

Vehicle Broker Commission: \$0.00 **Total Vehicle Contribution:**



AcctID# 122C Broker: David Hale

Policy Year: July 1, 2025 - July 1, 2026

Broker Firm: Hale & Associates

Quote #2--Added 2025 Chevy Silverado and (2) 2025 Ford Explorers

Workers' Compensation					
	Limit of Insurance	Deductible	Estimated AK Payroll	Ne	t Contribution
WORKERS' COMPENSATION	Statutory	\$0	\$13,577,753		\$209,092.07
EMPLOYER'S LIABILITY	\$3,000,000	\$0			Included
				Net WC Contribution:	\$209,092.07
				WC Commission:	\$0.00
				Total WC Contribution:	\$209,092.07

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

Total Net Contribution \$967,488.90

Total Broker Commission \$0.00

Broker Credit <u>-\$48,374.44</u>

Total Contribution \$919,114.46

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

^{**} Details of the sublimits by coverage type for the Specialty Coverages will be provided separately



AcctID# 122C

Broker: David Hale

Policy Year: July 1, 2025 - July 1, 2026

Broker Firm: Hale & Associates

APRA Building ID#	Description	Location	City	SqFt	Building Value	Contents & EDP Value	Docks & Other Value	Total Replacement Value	Deductible *	Covg Limited To Agreed Amount	Net Contribution
122C-001	City Hall	212 Chenega	Valdez	6,035	1,773,363	0	0	1,773,363	100,000	N	\$2,625.53
122c-002	Old City Hall	212 Chenega	Valdez	2,475	799,504	0	0	799,504	100,000	N	\$1,139.77
122C-003	Police Station	212 Chenega	Valdez	7,502	2,178,395	0	0	2,178,395	100,000	N	\$3,347.30
122C-004	Fire Station	212 Pioneer	Valdez	1,900	773,699	0	0	773,699	100,000	N	\$1,102.99
122C-005	Old Fire Station	212 Pioneer	Valdez	2,880	925,206	0	0	925,206	100,000	N	\$1,318.97
122C-006	Police Station Parking Garage	212 Tatitlek	Valdez	2,256	558,878	0	0	558,878	100,000	N	\$796.74
122C-007	Council Chambers-Admin Complex	211 Fairbanks Drive	Valdez	2,536	813,957	0	0	813,957	100,000	N	\$1,160.38
122C-008	Library	212 Fairbanks	Valdez	9,300	4,541,757	0	0	4,541,757	100,000	N	\$7,558.81
122C-009	Museum	217 Egan	Valdez	6,130	3,156,525	0	0	3,156,525	100,000	N	\$5,090.33
122C-010	Valdez Civic Center (Theater)	110 Clifton	Valdez	28,658	12,915,061	0	0	12,915,061	100,000	N	\$22,480.04
122C-011	Well House #7 - Pub.W.Bldg & Tank 1- 500,000 gal Tank	311 Dylen Drive	Valdez	800	1,412,058	0	0	1,412,058	100,000	N	\$2,013.03
122C-012	Cliffside Tank - Water Dept 1- 750,000 gal Tank	1246 Mineral Creek Rd	Valdez		685,440	0	0	685,440	100,000	N	\$889.22
122C-013	Wellhouse #11 - 750,000 gal Tank	347 Hanagita	Valdez	570	861,840	0	0	861,840	100,000	N	\$1,105.78



AcctID# 122C

Broker: David Hale

Policy Year: July 1, 2025 - July 1, 2026

Broker Firm: Hale & Associates

APRA Building ID#	Description	Location	City	SqFt	Building Value	Contents & EDP Value	Docks & Other Value	Total Replacement Value	Deductible *	Covg Limited To Agreed Amount	Net Contribution
122C-014	Wellhouse #21 - 500,000 gal Tank	428 W Hanagita - South Building	Valdez	225	453,600	0	0	453,600	100,000	N	\$646.65
122C-015	Wellhouse #31 - 100kw Genset	429 W Hanagita - North Building	Valdez	460	695,520	0	0	695,520	100,000	N	\$991.53
122C-016	Maint. Shop #2 - Pub.W.Bld. & Tanks Pub Works Bldg & Tanks	602 W. Egan	Valdez	6,000	1,413,398	0	0	1,413,398	100,000	N	\$1,833.60
122C-017	Maint. Shop #1 - Warehouse/Storage	602 W. Egan	Valdez	4,000	549,055	0	0	549,055	100,000	N	\$782.73
122C-018	Warehouse #1/Museum Annex	436 South Hazelet	Valdez	20,780	1,699,334	0	0	1,699,334	100,000	N	\$2,493.61
122C-019	Airport Term Bldg W/Ctrl Tower	300 Valdez Airport Road	Valdez	25,772	7,982,676	0	0	7,982,676	100,000	N	\$13,690.53
122C-020	Senior Ctr/Housing/Greenshed/Ca rport	1109 Meals	Valdez	16,548	7,094,016	0	0	7,094,016	100,000	N	\$12,106.94
122C-021	Fire Station #4- Volunteer	5040 Richardson Highway	Valdez	2,500	461,015	0	0	461,015	100,000	N	\$657.22
122C-022	Fire Station #3- Volunteer	124 River Drive	Valdez	3,000	484,279	0	0	484,279	100,000	N	\$690.39
122C-023	Recreation Center (Teen Center)	414 W. Hanagita	Valdez	6,272	1,670,758	0	0	1,670,758	100,000	N	\$2,442.69
122C-024	Medical Facility	1001 Meals Ave.	Valdez	6,000	2,228,547	0	0	2,228,547	100,000	N	\$3,436.67
122C-025	High School	319 Robe River Drive	Valdez	91,000	47,971,131	0	0	47,971,131	100,000	N	\$84,949.96



AcctID# 122C

Broker: David Hale

Policy Year: July 1, 2025 - July 1, 2026

Broker Firm: Hale & Associates

APRA Building ID#	Description	Location	City	SqFt	Building Value	Contents & EDP Value	Docks & Other Value	Total Replacement Value	Deductible *	Covg Limited To Agreed Amount	Net Contribution
122C-026	Pool		Valdez	25,000	5,911,505	0	0	5,911,505	100,000	N	\$9,999.70
122C-027	High School Generator Building	319 Robe River Drive	Valdez	667	240,470	0	0	240,470	100,000	N	\$342.81
122C-028	Elementary School	1109 W. Klutina Street	Valdez	96,000	44,535,877	0	0	44,535,877	100,000	N	\$78,828.33
122C-029	Elementary Generator Building	1109 W. Klutina Street	Valdez	667	242,433	0	0	242,433	100,000	N	\$345.61
122C-030	School Dist. Admin Building	1112 W. Klutina Street	Valdez	7,056	4,060,876	0	0	4,060,876	100,000	N	\$6,701.88
122C-031	Bus Barn (Contents= Veh in Storage)	613 W. Egan Street	Valdez	8,100	2,982,038	166,377	0	3,148,415	100,000	N	\$5,075.88
122C-032	Gilson Middle School	357 Robe River Dr.	Valdez	56,759	35,750,447	0	0	35,750,447	100,000	N	\$56,855.43
122C-033	Hospital Campus	911 Meals	Valdez	68,948	44,019,842	865,521	0	44,885,363	100,000	N	\$79,451.12
122C-034	Well House #4 1-750,000 gal tank	1104 West Egan	Valdez		725,760	0	0	725,760	100,000	N	\$941.53
122C-035	Well House #6 & WH Storage 1-500,000 gal tank	300 Atigun	Valdez	1,125	1,292,695	0	0	1,292,695	100,000	N	\$1,842.87
122C-036	Baler Building	500 South Sawmill Drive	Valdez	16,560	1,942,863	0	0	1,942,863	100,000	N	\$2,927.58
122C-037	Animal Shelter	276 E. Egan	Valdez	5,068	1,770,784	80,765	0	1,851,549	100,000	N	\$2,488.37
122C-038	Log Cabin at Salmon View	597 East Egan Drive	Valdez		578,486	0	0	578,486	100,000	N	\$824.69



AcctID# 122C

Broker: David Hale

Policy Year: July 1, 2025 - July 1, 2026

Broker Firm: Hale & Associates

APRA Building ID#	Description	Location	City	SqFt	Building Value	Contents & EDP Value	Docks & Other Value	Total Replacement Value	Deductible *	Covg Limited To Agreed Amount	Net Contribution
122C-039	Maintenance BuildingCovered Storage	555 W. Egan	Valdez	13,000	5,085,082	0	0	5,085,082	100,000	N	\$7,674.31
122C-040	New Fire Station	407 W. Pioneer	Valdez	18,313	18,077,472	0	0	18,077,472	100,000	N	\$28,511.51
122C-041	VCT Northstar Warehouse	VCT Terminal Dock	Valdez	3,500	1,764,000	0	0	1,764,000	100,000	N	\$2,608.85
122C-042	Small Boat Harbor Office	300 N Harbor Drive	Valdez	2,800	2,116,800	0	0	2,116,800	100,000	N	\$2,913.78
122C-043	New Harbor Warehouse	South Harbor Drive	Valdez	3,000	2,343,911	0	0	2,343,911	100,000	N	\$3,642.25
122C-044	New Harbor Bilge Water Building	South Harbor Drive	Valdez	1,300	1,572,480	0	0	1,572,480	100,000	N	\$2,267.56
122C-045	Kelsey Dock Interpretive Center	460 Ferry Way	Valdez	1,500	1,909,987	0	0	1,909,987	100,000	N	\$2,869.00
122C-046	Blanket City Contents		Valdez		0	2,650,000	0	2,650,000	100,000	N	\$4,187.70
122C-047	Blanket School Contents		Valdez		0	3,200,000	0	3,200,000	100,000	N	\$5,167.80
122C-048	EDP Hardware/Media		Valdez		0	1,100,000	0	1,100,000	100,000	N	\$1,568.16
Building Co	unt: 48				281,022,820	8,062,663	0	289,085,483			\$483,388.13

^{*} Deductible applies to all coverages, including equipment breakdown, flood, and earthquake.



AcctID# 122C Broker: David Hale

Policy Year: July 1, 2025 - July 1, 2026

Broker Firm: Hale & Associates

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



AcctID# 122C Broker: David Hale

Policy Year: July 1, 2025 - July 1, 2026

Broker Firm: Hale & Associates

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



AcctID# 122C Broker: David Hale

Policy Year: July 1, 2025 - July 1, 2026

Broker Firm: Hale & Associates

Quote #2--Added 2025 Chevy Silverado and (2) 2025 Ford Explorers

Member Vehicle ID	VIN#	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Contribution	Phys Damg Contribution	Net Contribution
2920	42814	1997	Ford	Pickup F350		No		\$275.00	\$0.00	\$275.00
11	64751	2003	North Star	Murv		No		\$275.00	\$0.00	\$275.00
	54058	2006	Ford	F250 Super Duty		No		\$275.00	\$0.00	\$275.00
	1FTWX315X8EC22318	2008	Ford	F350		No		\$275.00	\$0.00	\$275.00
	1FDAX57Y58EE24941	2008	Ford	F550		No		\$275.00	\$0.00	\$275.00
	1FTVX14528KE70902	2008	Ford	Pickup		No		\$275.00	\$0.00	\$275.00
	JNAPC81L79AF75061	2009	Elgin/NISSIAN	Sweeper		No		\$275.00	\$0.00	\$275.00
	1FTVX14V99KC73453	2009	Ford	F150		No		\$275.00	\$0.00	\$275.00
	1NPTLU0X09D777057	2009	Peterbilt	Fire Truck-T3	227,426	Yes	1,000	\$425.00	\$1,811.41	\$2,236.41
	1FDWF3HRXAEB17226	2010	Ford	Ambulance-Ems2	160,290	Yes	1,000	\$425.00	\$1,274.32	\$1,699.32
	4P1CV01H6AA010666	2010	Pierce	Pump Tanker-E2	511,671	Yes	1,000	\$425.00	\$4,085.37	\$4,510.37
	1FTVX1EF9BKD92763	2011	Ford	F150		No		\$275.00	\$0.00	\$275.00
	1FTBF2B6XBEB00519	2011	Ford	F250		No		\$275.00	\$0.00	\$275.00
	1M2AU02C4BM004995	2011	Mack/HEIL	Garbage Truck		No		\$425.00	\$0.00	\$425.00
	1FMJK1J50CEF05697	2012	Ford	Expedition		No		\$275.00	\$0.00	\$275.00



AcctID# 122C Broker: David Hale

Policy Year: July 1, 2025 - July 1, 2026

Broker Firm: Hale & Associates

Quote #2--Added 2025 Chevy Silverado and (2) 2025 Ford Explorers

Member Vehicle ID	VIN#	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Contribution	Phys Damg Contribution	Net Contribution
	1FT7X2B65CEC31698	2012	Ford	F250		No		\$275.00	\$0.00	\$275.00
	1FD8X3G6XCEC98795	2012	Ford	F350		No		\$275.00	\$0.00	\$275.00
	1FDRF3H60CEC56139	2012	Ford	F350		No		\$275.00	\$0.00	\$275.00
	1FT8W3B67CEC31697	2012	Ford	F350		No		\$275.00	\$0.00	\$275.00
	1HTWCAAR4CJ086628	2012	International	Truck W/ STELLAR		No		\$275.00	\$0.00	\$275.00
	4P1CV01D2CA012625	2012	Pierce	Pumper/Velocity Chassis-E4	595,526	Yes	1,000	\$425.00	\$4,756.21	\$5,181.21
	1FMCU9GX5DUC80517	2013	Ford	Escape		No		\$275.00	\$0.00	\$275.00
	1FMCU9GX7DUC80518	2013	Ford	Escape		No		\$275.00	\$0.00	\$275.00
	1FT8W3B68DEB30282	2013	Ford	F350		No		\$275.00	\$0.00	\$275.00
	1HTWNAZT3DJ296200	2013	International	Vactor 2100 Plus		No		\$275.00	\$0.00	\$275.00
	1NPTL4EX1DD201110	2013	Peterbilt	Tanker Truck-T4	399,915	Yes	1,000	\$425.00	\$3,191.32	\$3,616.32
	1GB0G2CG8E1117220	2014	Chevrolet	3500 Express		No		\$275.00	\$0.00	\$275.00
	1FTFX1EF7EKE73902	2014	Ford	F150		No		\$275.00	\$0.00	\$275.00
	1GB3KYCG4FF556594	2015	Chevrolet	Silverado		No		\$275.00	\$0.00	\$275.00
	1GNSK3EC7FR295049	2015	Chevrolet	Tahoe 1500		No		\$275.00	\$0.00	\$275.00



AcctID# 122C Broker: David Hale

Policy Year: July 1, 2025 - July 1, 2026

Broker Firm: Hale & Associates

Quote #2--Added 2025 Chevy Silverado and (2) 2025 Ford Explorers

Member Vehicle ID	VIN#	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Contribution	Phys Damg Contribution	Net Contribution
	1GNSK3EC8FR296386	2015	Chevrolet	Tahoe 1500		No		\$275.00	\$0.00	\$275.00
	1FT8W3B66FED18236	2015	Ford	Crew Cab		No		\$275.00	\$0.00	\$275.00
	1FMCU9GX6FUC13850	2015	Ford	Escape		No		\$275.00	\$0.00	\$275.00
	1FMCU9GX8FUC13851	2015	Ford	Escape		No		\$275.00	\$0.00	\$275.00
	1FT7X2B64FED18237	2015	Ford	F250		No		\$275.00	\$0.00	\$275.00
	1FT7X2B68FEA88556	2015	Ford	F250		No		\$275.00	\$0.00	\$275.00
	1GD421CG2FF511026	2015	GMC	Sierra		No		\$275.00	\$0.00	\$275.00
	1GD521CG0FZ128981	2015	GMC	Sierra 3500		No		\$275.00	\$0.00	\$275.00
	1FDUF5HT3GEC75267	2016	Ford	Ambulance EMS4	177,196	Yes	1,000	\$425.00	\$1,409.57	\$1,834.57
	1GD42VCG9GF169924	2016	GMC	Sierra 3500HD		No		\$275.00	\$0.00	\$275.00
	4P1BAHGF5GA016768	2016	Pierce	Rescue Pumper	758,235	Yes	1,000	\$425.00	\$6,057.88	\$6,482.88
	1GCZGGFG2H1283457	2017	Chevrolet	Express		No		\$275.00	\$0.00	\$275.00
	1HA3GSCG4HN006584	2017	Chevrolet	Express		No		\$275.00	\$0.00	\$275.00
	1GNSKFECXHR330686	2017	Chevrolet	Tahoe		No		\$275.00	\$0.00	\$275.00
	MV41024	2017	Elgin	Vacuum Street Sweeper		No		\$275.00	\$0.00	\$275.00



AcctID# 122C Broker: David Hale

Policy Year: July 1, 2025 - July 1, 2026

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Quote #2--Added 2025 Chevy Silverado and (2) 2025 Ford Explorers

Member Vehicle ID	VIN#	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Contribution	Phys Damg Contribution	Net Contribution
	1GB2KUEG2JZ328537	2018	Chevrolet	2500 D/C W/T		No		\$275.00	\$0.00	\$275.00
	1GB1KUEG2JF257840	2018	Chevrolet	2500 HD Crew		No		\$275.00	\$0.00	\$275.00
	1GB1KUEG5JF259923	2018	Chevrolet	2500 HD Crew		No		\$275.00	\$0.00	\$275.00
	1GC1KUEG8JF284505	2018	Chevrolet	Silverado 2500		No		\$275.00	\$0.00	\$275.00
	1GNSKFECXJR353844	2018	Chevrolet	Tahoe		No		\$275.00	\$0.00	\$275.00
	1FMCU9GD0JU37799	2018	Ford	Escape		No		\$275.00	\$0.00	\$275.00
102	1GD07RFG2J1160540	2018	GMC	3500 Savana		No		\$275.00	\$0.00	\$275.00
	3BPDL70X8JF160774	2018	Peterbilt	520 Truck		No		\$275.00	\$0.00	\$275.00
103	4P1BAAGF0KA019593	2018	Pierce	Velocity Pumper	703,217	Yes	1,000	\$425.00	\$5,617.74	\$6,042.74
	2GB2KREG5K1186773	2019	Chevrolet	Silverado		No		\$275.00	\$0.00	\$275.00
	2GB2KZREG6K1187866	2019	Chevrolet	Silverado		No		\$275.00	\$0.00	\$275.00
	1GCUYAEF7KZ310044	2019	Chevrolet	Silverado 1500		No		\$275.00	\$0.00	\$275.00
	1GCUYAEF9KZ310787	2019	Chevrolet	Silverado 1500		No		\$275.00	\$0.00	\$275.00
	1GNSKFEC2KR355220	2019	Chevrolet	Tahoe SSV		No		\$275.00	\$0.00	\$275.00
	1GNSKFEC6KR347198	2019	Chevrolet	Tahoe SSV		No		\$275.00	\$0.00	\$275.00



AcctID# 122C Broker: David Hale

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Broker Firm: Hale & Associates

Member Vehicle ID	VIN#	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Contribution	Phys Damg Contribution	Net Contribution
	1GNSKFKC0KR355091	2019	Chevrolet	Tahoe SSV		No		\$275.00	\$0.00	\$275.00
	1FMCU9GD2KUB64579	2019	Ford	Escape SE		No		\$275.00	\$0.00	\$275.00
	1FBZX2YM1KKB26031	2019	Ford	Quigley Pass Van		No		\$275.00	\$0.00	\$275.00
	NM0LE7E2XK1430517	2019	Ford	Transit Connect XL		No		\$275.00	\$0.00	\$275.00
	3BPDL70X9LF106760	2019	Peterbilt	520 Trash Truck		No		\$425.00	\$0.00	\$425.00
	1FM5K8AB8MGB46850	2021	Ford	Explorer		No		\$275.00	\$0.00	\$275.00
	1FTFW1E52MFA54597	2021	Ford	F150		No		\$275.00	\$0.00	\$275.00
	1FTFW1E59MFB63848	2021	Ford	F150		No		\$275.00	\$0.00	\$275.00
	1FTFX1E50MEK06628	2021	Ford	F150		No		\$275.00	\$0.00	\$275.00
	3BPDLK0X1NF112624	2021	Peterbilt	520 Labrie ASL Refuse Body		No		\$275.00	\$0.00	\$275.00
NULL	1NPCL40X0ND780650	2021	Peterbilt	567 w/ Steller Henderson San	289,085	Yes	1,000	\$275.00	\$2,304.68	\$2,579.68
	1FM5K8ABLNGB48098	2022	Ford	Explorer		No		\$275.00	\$0.00	\$275.00
	1FM5K8ABXNGB48200	2022	Ford	Explorer		No		\$275.00	\$0.00	\$275.00
	1FVDCYFE2NHND3602	2022	Freightliner	Fire Truck	419,426	Yes	1,000	\$425.00	\$3,347.41	\$3,772.41



AcctID# 122C Broker: David Hale

Policy Year: July 1, 2025 - July 1, 2026

Broker Firm: Hale & Associates

Member Vehicle ID	VIN#	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Contribution	Phys Damg Contribution	Net Contribution
	1FM5K8AB7PGB37772	2023	Ford	Explorer		No		\$275.00	\$0.00	\$275.00
	1FM5K8ABXPGB37684	2023	Ford	Explorer		No		\$275.00	\$0.00	\$275.00
	1FDUF4HN0PED60613	2023	Ford	F450 Paraliner Ambulance EMS1	293,780	Yes	1,000	\$425.00	\$2,342.24	\$2,767.24
	1GC4YLE75RF378925	2024	Chevrolet	Silverado 2500		No		\$275.00	\$0.00	\$275.00
	1GC5YLE77RF432147	2024	Chevrolet	Silverado 2500		No		\$275.00	\$0.00	\$275.00
	1FTFX1L58RKF38868	2024	Ford	F150		No		\$275.00	\$0.00	\$275.00
	1FTFX1L59RKF41147	2024	Ford	F150		No		\$275.00	\$0.00	\$275.00
	1FT7X2BA3REE78344	2024	Ford	F250		No		\$275.00	\$0.00	\$275.00
	3BPDLK0X9RF118810	2024	Peterbilt	Trash Truck		No		\$425.00	\$0.00	\$425.00
	1GC4KLE74SF281691	2025	Chevrolet	Silverado 2500		No		\$275.00	\$0.00	\$275.00
	1FM5K8AB0SGB87339	2025	Ford	Explorer		No		\$275.00	\$0.00	\$275.00
	1FM5K8AB2SGB96141	2025	Ford	Explorer		No		\$275.00	\$0.00	\$275.00
	1FM5K8AB4SGZ06954	2025	Ford	Explorer		No		\$275.00	\$0.00	\$275.00
	1NPCL40X5SD698389	2025	Peterbilt	Truck Model 567		No		\$275.00	\$0.00	\$275.00



AcctID# 122C Broker: David Hale

Policy Year: July 1, 2025 - July 1, 2026

Broker Firm: Hale & Associates

Quote #2--Added 2025 Chevy Silverado and (2) 2025 Ford Explorers

Member Vehicle ID	VIN#	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Contribution	Phys Damg Contribution	Net Contribution
Tot	al Vehicle Count	: 88		Total Insured Va	alue: 4.535.767	7		\$26 150 00	\$36.198.15	\$62,348,15



Workers' Compensation Contribution Summary

City of Valdez

AcctID# 122C Broker: David Hale

Policy Year: July 1, 2025 - July 1, 2026

Broker Firm: Hale & Associates

WC State	Class Description	Payroll	Experience Mod	Net Contribution	WC Rate per \$100 of Payroll
AK	Street, Road, Maintenance	769,644	0.720	\$21,009.80	2.7298
AK	Harbor, Marine	647,067	0.720	\$16,671.34	2.5764
AK	Water Works Operators, Drivers	252,200	0.720	\$4,254.51	1.6870
AK	Sewage Treatment Operators, Drivers	252,200	0.720	\$5,608.22	2.2237
AK	Firefighters & Drivers	1,070,087	0.720	\$40,370.70	3.7727
AK	Firefighters & Drivers~Volunteers	22,000	0.720	\$829.98	3.7727
AK	Police Officers	1,690,867	0.720	\$42,008.44	2.4844
AK	Clerical, Professional, Elected Officials	6,526,812	0.720	\$14,013.33	0.2147
AK	Animal Control Officers	239,633	0.720	\$2,866.51	1.1962
AK	Building, Operators, Owners, Lease	659,013	0.720	\$16,170.60	2.4538
AK	Parks and Recreation	567,015	0.720	\$14,695.80	2.5918
AK	Theater Employees	316,378	0.720	\$4,172.70	1.3189
AK	Refuse Collectors	564,837	0.720	\$26,420.14	4.6775
AK	General Municipal Employees, Other	0	0.720	-	1.9170
	AK A	AK Street, Road, Maintenance AK Harbor, Marine AK Water Works Operators, Drivers AK Sewage Treatment Operators, Drivers AK Firefighters & Drivers AK Firefighters & Drivers AK Police Officers AK Police Officers AK Clerical, Professional, Elected Officials AK Animal Control Officers AK Building, Operators, Owners, Lease AK Parks and Recreation AK Theater Employees AK Refuse Collectors	StateClass DescriptionPayrollAKStreet, Road, Maintenance769,644AKHarbor, Marine647,067AKWater Works Operators, Drivers252,200AKSewage Treatment Operators, Drivers252,200AKFirefighters & Drivers1,070,087AKFirefighters & Drivers~Volunteers22,000AKPolice Officers1,690,867AKClerical, Professional, Elected Officials6,526,812AKAnimal Control Officers239,633AKBuilding, Operators, Owners, Lease659,013AKParks and Recreation567,015AKTheater Employees316,378AKRefuse Collectors564,837	State Class Description Payroll Mod AK Street, Road, Maintenance 769,644 0.720 AK Harbor, Marine 647,067 0.720 AK Water Works Operators, Drivers 252,200 0.720 AK Sewage Treatment Operators, Drivers 252,200 0.720 AK Firefighters & Drivers 1,070,087 0.720 AK Firefighters & Drivers~Volunteers 22,000 0.720 AK Police Officers 1,690,867 0.720 AK Clerical, Professional, Elected Officials 6,526,812 0.720 AK Animal Control Officers 239,633 0.720 AK Building, Operators, Owners, Lease 659,013 0.720 AK Parks and Recreation 567,015 0.720 AK Theater Employees 316,378 0.720 AK Refuse Collectors 564,837 0.720	State Class Description Payroll Mod Contribution AK Street, Road, Maintenance 769,644 0.720 \$21,009.80 AK Harbor, Marine 647,067 0.720 \$16,671.34 AK Water Works Operators, Drivers 252,200 0.720 \$4,254.51 AK Sewage Treatment Operators, Drivers 252,200 0.720 \$5,608.22 AK Firefighters & Drivers 1,070,087 0.720 \$829.98 AK Firefighters & Drivers~Volunteers 22,000 0.720 \$829.98 AK Police Officers 1,690,867 0.720 \$14,013.33 AK Professional, Elected Officials 6,526,812 0.720 \$14,013.33 AK Animal Control Officers 239,633 0.720 \$2,866.51 AK Building, Operators, Owners, Lease 659,013 0.720 \$16,170.60 AK Parks and Recreation 567,015 0.720 \$4,172.70 AK Theater Employees 316,378 0.720 \$4,172.70



AcctID# 122C Broker: David Hale

Policy Year: July 1, 2025 - July 1, 2026

Broker Firm: Hale & Associates

Quote #2--Added 2025 Chevy Silverado and (2) 2025 Ford Explorers

Class WC Experience Net WC Rate per Code State Class Description Payroll Mod Contribution \$100 of Payroll

13,577,753 \$209,092.07



Risk Details

UNIQUE MARKET

Unique Market

B1284QUOTE

REFERENCE

Placing Broker Unique

1284

Identifier:

Reference:

TYPE

Contract Classification: Insurance

Description: Cyber Liability Insurance

INSURED

Name:

Alaska Public Risk Alliance (APRA)

Street No. and Street:

2233 Jordon Ave

City: Juneau

Postcode: AK 99801

Country Sub-Division: Alaska

Country:

United States of America

And as further detailed in the Named Insured's endorsement, attached

PERIOD

From: To: 1 July 2025 00:01 Local Standard Time 1 July 2026 00:01 Local Standard Time

ALASKA SURPLUS LINES NOTICE

This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34. It is not covered by the Alaska

Insurance Guaranty Association Act, AS 21.80.

BUSINESS OF THE

INSURED

Public Entity Insurance Pool

at the address of the Insured

INTEREST

Primary Cyber Liability Insurance

as defined and detailed in the attached Policy Wording

LIMIT OF LIABILITY

USD 10,000,000 In aggregate across all members

USD 2,000,000 any one claim per member, with insuring clauses as follows:

1. DATA BREACH INCIDENT RESPONSE - USD 2,000,000 sub-limit

2. NETWORK SECURITY, PRIVACY AND DATA LIABILITY - USD 2,000,000 sub-limit

3. REGULATORY LIABILITY - USD 2,000,000 sub-limit

4. PCI FINES AND ASSESSMENTS - USD 2,000,000 sub-limit

5. DATA RESTORATION - USD 2,000,000 sub-limit6. CYBER EXTORTION - USD 2,000,000 sub-limit7. MEDIA LIABILITY - USD 2,000,000 sub-limit

8. SOCIAL ENGINEERING FRAUD EVENT - USD 250,000 sub-limit

9. NETWORK INTERRUPTION AND RECOVERY - USD 2,000,000 sub-limit

10. DEPENDENT NETWORK - USD 2,000,000 sub-limit 11. REPUTATIONAL DAMAGE - USD 2,000,000 sub-limit

Restoration Period with respect to insuring clauses:



NETWORK INTERRUPTION AND RECOVERY - 12 Months

DEPENDENT NETWORK - 12 Months REPUTATIONAL DAMAGE - 12 months.

RETENTION

As per the deductibles detailed per member in the Premium Schedule

Waiting Period: 12 Hours

RETROACTIVE

DATE

Full Prior Acts

TERRITORIAL LIMITS

Worldwide including the USA as defined in the attached Policy Wording

CLAIMS

EXPERT(S)

Broker

Name: BMS Group

Street No. and Street: One America Square

City: London

Postcode: EC3N 2LS

Country: United Kingdom

Contact Name: Anneliese Treadwell

Contact Email Address: Anneliese.Treadwell@bmsgroup.com

CONDITIONS

All terms and conditions as set forth in Policy wording plus the following conditions:

- LMA3100A Sanction Limitation and Exclusion Clause, as attached
- NMA 1256 Nuclear Incident Exclusion Clause, as attached
- NMA 1477 Radioactive Contamination Exclusion Clause, as attached
- LMA5567b War and Cyber War Exclusion, as attached
- LMA9184 Policyholder Disclosure Notice of Terrorism Insurance Coverage, not purchased, as attached
- LMA9025 Alaska Surplus Lines Notice
- · Schedule of Named Insureds, as per Appendix A, as attached

EXPRESS WARRANTIES

None, other than exist in the policy documentation.

CONDITIONS PRECEDENT

None, other than exist in the policy documentation.

CHOICE OF LAW

AND

JURISDICTION

Choice of Law: This insurance shall be governed by and construed in accordance with the laws of the Alaska.

Choice of Jurisdiction: Subject to the arbitration clause below, the parties shall submit to the jurisdiction of the Courts of United States of America as defined in the Policy

Service of Suit Clause:

Wording.

NMA1998a Service of Suit Clause

City of Valdez Marine



Marine Comprehensive Liability Quotation

Renewal: MAR 3545547 24

Insured Name

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

'aldez Name: Jeanelle Fraser

Agency: Amwins Insurance Brokerage, LLC

Producer

Address: 444 S Flower St Ste 4500 Los Angeles, CA 90017

Telephone: (213) 254-2220

Email: <u>jeanelle</u>.fraser@amwins.com

General Conditions

Policy Period: 07/01/2025 to 07/01/2026 12:01 A.M. Standard Time at the address of the Named Insured

as stated herein.

Forms: Zurich Issued Policy Forms

Base Forms: Zurich Marine Comprehensive Liability Declarations Schedule

Zurich MCL Common Conditions
MCL Commercial General Liability
MCL Wharfinger's Liability Coverage
MCL Marina Operators Liability Coverage
MCL Stevedore's Liability Coverage

MCL Terminal Operators Liability Coverage MCL Protection & Indemnity Coverage

Required: Cyber Exclusion Clause (AIMU)

AIMU: Communicable Disease Exclusion

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

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

Sanctions Endorsement

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

Combined Notice B & C

General Conditions: MCL Sudden & Accidental Pollution Endorsement

MCL Blanket Additional Insured Endt

MCL In Rem Endorsement

MCL Traveling Workmen Endorsement MCL Action Over Indemnity Buyback

Other Endorsements: Workboat P&I coverage

Marine Comprehensive Liability

Limit of Liability: \$1,000,000 Each occurrence

\$2,000,000 General Aggregate

\$ Products /Completed Operations Aggregate

\$ Fire Damage Legal Liability

\$ Medical Expense

Deductible: \$5,000 Per occurrence

Exposures:

Premium

Rate: \$2,396,340 Gross Receipts at \$4.75 per \$100

TRIA included

Flat Premium:

\$100,200

TRIA offered for an additional premium of \$Incl.

Audit Period: No Audit/Waived

Billing

Payable: n/a

Installments: Annual

Security: 100% Zurich American Insurance Company

Subject To

Page 2 of 4 64

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

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

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

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.

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

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

City of Valdez and Valdez City Schools Crime

Carrier Name: Hartford Fire Insurance Company

Policy Number: 52 FA 0233687 25

Effective Date: 7/1/2025 at 12:01 a.m. standard time, at location of property insured Expiration Date: 7/1/2026 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			
\boxtimes	Commercial General Liability -coverage for the operations of a business. Damage to property & injuries to persons that the business is legally liable		
\boxtimes	Business Auto - coverage for driver's liability and physical damage to autos		
	Equipment Coverage- physical damage to equipment or tools or rented pieces		
\boxtimes	Workers Compensation- wage replacement and medical benefits to employees injured in the course of employment		
	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		
	Flood/Earthquake - Earth movement & excessive natural water		
\boxtimes	Umbrella Coverage - extra limits over the scheduled underlying policy's		
\boxtimes	Professional Liability (Public Officials E&O, Educators Liability) - coverage for professional advice and services		
\boxtimes	Employment Practices Liability - wrongful termination, sexual harassment, discrimination		
\boxtimes	Cyber Liability - liability for a data breach involving sensitive customer information or ransom of computer system		
	Employee Dishonesty – employee theft		
\boxtimes	Directors & Officers Liability - coverage for claims against board of directors for mismanagements		
	Fiduciary Liability - legal liability arising from claims for alleged failure to prudently act within the meaning of the Pension Reform Act of 1974		
	ERISA Bond- protects the plan against losses caused by acts of fraud or dishonesty		
	Pollution Liability- environmental risk (fuel tanks, waste, etc.)		
	Life/ Key Persons Coverage - covers costs after deceased person of importance		
	Other		
By: Clien	By: Date: Client: Name/title		

Optional Services

Daturn to Work Program	
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	

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.

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Signature Pages



Date: July 1, 2025

Policy Reference Number: TBA Policy Period From: July 1, 2025 To July 1, 2026

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

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

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

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

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

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

A new authorizat	ion will be required for each new placement and for each renewal.
Best regards,	
David R. Hale President	
	N – TO BE RECEIVED FROM CLIENT
To: Hale & Asso	ociates
Policy Reference	Number: TBA
Policy Period	From July 1, 2025 To July 1, 2026
	ove request and approve the use of APRA and hereby authorize you to complete the coverages with this assessable risk retention pool.
Signed	
Name	SIGN HERE
Title	SIGN HERE
Company	City of Valdez
Date	

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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: 7/1/2025 - 7/1/2026

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

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

		SIGN HERE
Hale & Associates	Date	

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Insurance Checklist

11430	RANCE COVERAGE CHECKLIST	
\boxtimes	Commercial General Liability -coverage for the operations of a business. Damage to property & injuries to persons that the business is legally liable	
\boxtimes	Business Auto - coverage for driver's liability and physical damage to autos	
\boxtimes	Equipment Coverage- physical damage to equipment or tools or rented pieces	
	Workers Compensation- wage replacement and medical benefits to employees injured in the course of employment	
\boxtimes	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	
\boxtimes	Flood/Earthquake - Earth movement & excessive natural water	
	Umbrella Coverage - extra limits over the scheduled underlying policy's	
	Professional Liability (Public Officials E&O, Educators Liability) - coverage for professional advice and services	
	Employment Practices Liability- wrongful termination, sexual harassment, discrimination	
	Cyber Liability - liability for a data breach involving sensitive customer information or ransom of computer system	
\boxtimes	Employee Dishonesty – employee theft	
\boxtimes	Directors & Officers Liability- coverage for claims against board of directors for mismanagements	
	Fiduciary Liability - legal liability arising from claims for alleged failure to prudently act within the meaning of the Pension Reform Act of 1974	
	ERISA Bond- protects the plan against losses caused by acts of fraud or dishonesty	
	Pollution Liability- environmental risk (fuel tanks, waste, etc.)	
	Life/ Key Persons Coverage - covers costs after deceased person of importance	
	Other	

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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

SIGN HERE

Name:
Title:
Acknowledged and approved on:
Date:
Dale.



COOPERATIVE PARTICIPATION AGREEMENT July 1, 2025

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COOPERATIVE PARTICIPATION AGREEMENT

Preamble

THIS AGREEMENT is made and entered into in the State of Alaska by and among those municipalities and their public corporations, city and borough school districts, and regional education attendance areas organized and existing under the Constitution or laws of the State of Alaska, which have signed this Agreement. Parties signing this Agreement are collectively referred to in this Agreement as "Members" and individually as "Member."

WHEREAS, AS 21.76.010 provides that two or more local governmental entities may enter into Cooperative Agreements for the purpose of establishing joint insurance arrangements; and

WHEREAS, each of the parties to this Agreement desires to join with the other parties to form a Joint Insurance Arrangement (JIA) for the purpose of pooling self-insured losses and administrative services, and jointly purchasing excess insurance, reinsurance, or other loss funding mechanisms; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions

The following definitions will apply to the provisions of the Agreement:

- "Administrator" means the person appointed by the Board of Directors, or as otherwise provided in the Bylaws, to serve as chief executive officer of the Alliance.
- "Alliance" means Alaska Public Risk Alliance, a joint insurance arrangement and a nonprofit corporation organized under the laws of the State of Alaska.
- "Board of Directors" or "Board" means the governing body of the Alliance.
- "Bylaws" means those bylaws of the Alliance that are adopted by the Alliance's Board of Directors, and as duly amended thereafter. The bylaws, including without limitation all definitions they contain, are incorporated into this Agreement by this reference.

- "Claim" means a demand made against the Alliance arising out of an occurrence that is within the scope of coverage of the Alliance's joint insurance arrangement as developed by the Board.
- "Claim Reserves" means the total funds set aside for the purpose of adjusting and paying members' claims, which have been certified as adequate by a Casualty Actuary who is a member of the American Academy of Actuaries.
- "Economic Capital" means the amount of funds required to support pool operations and protect the Alliance from such events as unexpectedly high losses or poor investment performance.
- "Fiscal Year" means that period of twelve months that is established as the fiscal year of the Alliance.
- "Insurance" means and includes self-insurance through a funded program and/or any commercial insurance contract. This joint insurance arrangement will not be considered insurance for any other purpose, pursuant to AS 21.76.020(a).
- "Joint Insurance Fund" has the meaning ascribed to that term in AS 21.76.900.
- "Reinsurance" or "Excess Insurance" means insurance coverage purchased by the Alliance to protect the funds of the Alliance against catastrophes or an unusual frequency of losses during a single year.
- "Unallocated Capital" means funds held by the Alliance in amounts greater than the amounts required for Claim Reserves and Economic Capital.

2. Purposes

This Agreement is entered into by the Members to provide comprehensive and effective coverage and risk management services, as authorized by AS 21.76, with the objective of reducing the amount and frequency of Members' losses and decreasing the cost of claims incurred by Members.

As provided by Section 21.76 of the Alaska Statutes, pooling of losses in this program is not considered insurance.

3. Parties to Agreement

Each party to this Agreement certifies that it intends to, and does, contract with all other parties who are signatories to this Agreement as well as other parties that may later be added to and become signatories of this Agreement. Each party to this Agreement also certifies that the deletion of any party from this Agreement will not affect this Agreement or such party's intent as described above with the other parties to the Agreement then remaining. A roster of parties to the Agreement is available on request.

4. Term of Agreement

This Agreement will become effective on the date coverage commences for the Members. The Agreement will continue in effect unless coverage is canceled, non-renewed, or otherwise terminated in accordance with this Agreement and the Alliance Bylaws.

5. Powers of the Alliance

The Alliance will have the powers necessary to administer this joint insurance arrangement pursuant to AS 21.76.030(2) and AS 21.76.900(2) as amended, replaced or updated. The Alliance, and to the extent delegated by the Board of Directors the Administrator, are authorized to perform all acts necessary for the exercise of said powers pursuant to the terms hereof and in the manner provided by law, including, but not limited to, any or all the following:

- to make and enter into contracts;
- to incur debts, liabilities, or obligations;
- to acquire, hold and dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities in the name of the Alliance;
- to sue and be sued in the name of the Alliance;
- to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law; and
- all other and further powers that may be authorized by the Articles of Incorporation Bylaws, and any other corporate governance documents of the Alliance, and as permitted or not otherwise prohibited by law.

6. Establishment and Administration of the Joint Insurance Fund

The Alliance establishes a Joint Insurance Fund as described in AS Sec. 21.76.080 and will administer it as provided by law.

7. Board of Directors

The Alliance will be governed by the Board of Directors, which is hereby established, and which will be composed of 12 Directors according to the Bylaws. Each member of the Board will have one vote. A list of the names of the Board of Directors of the Alliance is available on request.

8. Powers of the Board of Directors

The Board of Directors of the Alliance will have the powers and duties set out in the Bylaws and other powers and functions as are provided for in this Agreement or in law including, but not limited to, the power to authorize contracts in accordance with AS 21.76 upon such terms and conditions as the Board deems appropriate, and to adopt rules for the fair and equitable administration of the Alliance and the Joint Insurance Fund.

9. Coverage Provided

The Alliance may provide any kind of coverage for Members required by law or regulation or as the Board will determine, and not otherwise prohibited under AS 21.76.010(b). All applicable coverage memoranda or policy forms, as they may be adopted and amended from time to time by action of the Board, are incorporated herein by this reference.

10. Claim Reserves and Capital

The Alliance will set aside funds in sufficient amounts to (1) pay all incurred claims, and (2) provide the capital necessary to support pool operations and protect the Alliance against unexpected events. These Claim Reserves and Economic Capital amounts will be determined by a Casualty Actuary who is a member of the American Academy of Actuaries. The Economic Capital will be based on a target funding level determined by the Board and is intended to protect the Alliance at a high level of confidence.

Funds that exceed the Claim Reserves and Economic Capital amount are Unallocated Capital and may be allotted by the Board to purposes that further the objectives of the Alliance. Such purposes include, but are not limited to, increasing the funds held as Economic Capital, adjusting Member contributions, and refunding amounts to eligible Members.

Any contribution adjustments or refunds will be based upon a formula that considers, but is not limited to, a Member's participation in the Alliance; its loss and risk factors; and the financial needs of the Alliance.

11. Accounts and Records

Annual Budget. The Board will annually adopt an operating budget.

<u>Funds and Accounts</u>. The Administrator will establish and maintain such funds and accounts as may be required by applicable law or regulation or generally accepted accounting practices. Financial books and records of the joint insurance arrangement will be in the hands of the Administrator and will be open to inspection at all reasonable times by representatives of the Members.

<u>Alliance Report</u>. The Board will provide for an annual independent audit of the accounts and records of the joint insurance arrangement. This audit will conform to generally accepted auditing standards, and will include a determination, by a casualty actuary who is a member of the American Academy of Actuaries, that methodologies for establishing reserves for losses are actuarially sound, and that the reserve level is adequate. By October 1 of each year, a report of the financial condition of the Joint Insurance Arrangement, certified by a certified public accountant, will be filed as a public record with the Legislative Budget and Audit Committee and the Director of the Division of Insurance, as required by AS 21.76.020(b), and made available to each Member.

12. Responsibility for Funds

The Administrator of the Alliance will have the custody of and disburse the joint insurance arrangement's funds in accordance with this Agreement and Board policy. The Administrator may periodically approve other authorized signatories.

The Alliance will provide all officers and employees authorized to disburse Alliance funds with a fidelity bond or comparable instrument in an amount set by the Board, but not less than \$1,000,000.

13. Method of Apportioning Costs

The revenue required by the Alliance to carry out its functions on behalf of Members is established annually by the Board and apportioned among Members though determination of each Member's contributions.

Each Member's contributions will be determined by the Administrator, taking into consideration factors including but not limited to:

- The Member's exposures to risk, such as property location and values, employee classifications and payroll, vehicles, and services provided.
- The Member's loss history, including claim frequency and severity.
- The Member's efforts to identify and mitigate risk through loss control activities.
- The amount of the Member's self-insured retention or deductibles.
- The cost of insurance, reinsurance, excess insurance, or other coverages purchased for or on behalf of Members.
- Any adjustments based on exposure audit provisions in insurance policies or coverage obtained pursuant to this Agreement.

14. Additional Contributions

In the unlikely event that the Board determines that the combined amount of Economic Capital and Unallocated Capital is or is expected to become insufficient to effectively carry out the provisions of this Agreement, the Board may vote to assess additional contributions relating to one or more fiscal years that may apply to Members that are currently, or were formerly, parties to this Agreement

A decision by the Board to assess additional contributions will not take effect unless and until it is ratified at an annual or special meeting by two-thirds of the current Members. At least 30 days prior to that Member meeting, the Administrator will provide to each Member a document describing (1) the Board's rationale for levying the additional contributions, (2) the formula it will use to allocate the additional contributions among Members, and (3) when Members must pay the additional contributions levied.

15. Establishing and Promoting an Aggressive Risk Management Program

The Administrator will:

- Assist each Member in identifying and reducing risks.
- Provide loss prevention services to Members as needed, including, as appropriate and available, training, inspections, and consulting services.
- Provide loss information to assist each Member in carrying out its claims management and loss control program.
- Provide to Members, as needed and feasible, a review of their contracts to determine sufficiency of indemnity and insurance provisions.
- Undertake all other responsibilities deemed necessary by the Board to carry out the purposes of this Agreement.

16. Members' Responsibilities

Each Member of the Alliance has responsibilities to its fellow Members, and to the Alliance as a whole. Members will in all ways cooperate with and assist the Alliance, and any insurer providing coverage to the Alliance, in all matters relating to this Agreement, and will comply with all Bylaws, rules, regulations, and policies adopted by the Board.

Each Member further agrees to:

Appoint a representative to the Alliance as provided in the Bylaws.

- Comply with recommendations of the Alliance concerning the development and implementation of a loss control program.
- Undertake efforts to mitigate losses, including the prompt reporting of claims or potential
 claims to the Alliance, and to fully cooperate with the Alliance and any insurer providing
 coverage to the Alliance or its Members in the adjustment of claims.

17. Member Payments

Each Member will pay its contribution promptly when due. The contribution constitutes the Member's financial obligation to the joint insurance arrangement for the coverage period, which may be adjusted by subsequent audit of the Member's exposures or risks, and any additional contributions levied as provided in Section 14 or Section 25 of this Agreement.

The Administrator may impose a finance charge on any account balances that are more than 30 days past due and may, following 30 days' written notice to the Member, cancel a Member's coverage pursuant to applicable law if a contribution for coverage or any insurance policy obtained through this Agreement for that Member remains unpaid.

Cancellation of coverage under this section will not relieve a Member of its financial obligations to the Alliance.

18. New Members

Additional Members may be permitted, at the discretion of the Administrator and after completing an application process established by the Board, to become signatories of this Agreement or a similar agreement.

19. Member Withdrawal

A Member may withdraw as a party to this Agreement pursuant to the requirements of this Section:

- Withdrawing Members must give written notice of intent to withdraw at least 180 days prior to the expiration of coverage.
- A Member that fails to renew its coverage without giving the required 180 days' written notice to the Administrator will be responsible for a penalty equal to 20 percent of its total annual contribution for the most recent coverage year.
- A Member that withdraws during a coverage period, or has its coverage canceled by the Administrator for failure to pay the required contribution, will be responsible for a penalty equal to 20 percent of the total annual contribution for the Member for the current coverage year.

 A member may request a waiver of the penalty imposed under this section by submitting the request in writing to the Administrator. The Board must approve any penalty waivers.

Withdrawal from this Agreement under this section will not relieve a Member of any other financial obligations to the Alliance. The withdrawal of any Member from this Agreement will not terminate the Agreement.

20. Claims Administration and Payment of Losses

- Each Member will give prompt notice of any claims to the Alliance. The Member will
 communicate directly with the Alliance and not through third parties unless agreed to by
 the Administrator. Failure to give prompt notice of claims will result in a limitation of
 coverage and penalties as provided in the relevant coverage memorandum.
- Except in circumstances where coverage is provided by an insurance carrier, the
 Administrator will investigate all claims against the Member and will attempt to adjust or
 settle such claims. The Member agrees to provide and make available to the Administrator
 all information and all personnel as may be reasonably required to fully investigate and
 defend each claim.
- Subject to the provisions of this Agreement and all applicable coverage agreements or
 policies, legal counsel selected by the Alliance will defend claims against the Member. A
 Member will have the right to hire, at its own expense, its own co-counsel to work with
 defense counsel employed by the Alliance.
- The Administrator will pay adjudicated claims according to the provisions of this Agreement and all applicable coverage memoranda or policies.
- In the event the Administrator determines it is advisable to settle a claim, the Member, except as provided in the applicable coverage memorandum, will accept the Administrator's recommendation and judgment and enter into such settlements as the Administrator determines to be appropriate.
- With the express written permission of the Alliance, a Member with a self-insured retention may be permitted to administer, defend and adjust claims within its own self-insured retention, in a manner consistent with the Member's coverage memoranda and Allianceapproved policies and procedures. Such written permission does not relieve the Member from notice requirements as defined in this Agreement or in the applicable coverage memorandum. Once the self-insured retention is reached, all outstanding defense and adjustment of the claim will be handled by the Alliance pursuant to the paragraphs above.

Written permission notwithstanding, the Alliance, in its sole judgment and discretion, retains the right to take over handling of claims below the Member's self-insured retention.

21. Coverage Determination and Appeal

It will be the duty and responsibility of the Administrator to make the initial determination regarding rights to coverage protections provided under the joint insurance arrangement. This responsibility is limited to amounts of coverage provided by or retained by the Alliance, including amounts within self-insured retentions or deductibles, and amounts where the Alliance is designated as the "Company" or "Insurer" under the applicable policy or coverage memorandum.

The Administrator or designee will timely notify the Member of the determination in writing, advising the Member whether or to what extent the Alliance:

- Is accepting or denying coverage;
- Will defend the claim and/or indemnify the Member; and
- Is reserving any rights to make any subsequent determinations regarding coverage.

A Member that disagrees with a decision by the Administrator to deny coverage may appeal the decision to the Board. The Board will promulgate rules and procedures for the appeal process.

Notwithstanding the foregoing, a Member has the right to petition the Administrator and pursue an appeal with the Board to request the Alliance's assistance in pursuing coverage placed by the Alliance with an insurance carrier.

22. Exhaustion of Policy Limits

It is understood and agreed that in the event of a covered loss or accumulation of covered losses affecting multiple Members whereby the amount of loss exceeds the limits of the coverage memorandum or policy, the payments to individual Members will be made on a proportional basis. This proportion will be determined as the ratio of the total limits available divided by the total amount of the loss.

This provision applies to exhaustion of limits on a per occurrence or an annual aggregate basis as appropriate.

23. Liabilities of the Alliance

Pursuant to Alaska law, the debts, liabilities, and obligations of the Alliance will not constitute debts, liabilities, or obligations of any Members, except as expressly set forth in this Agreement. The debts, liabilities and obligations of the Alliance will not constitute debts, liabilities or obligations of its officers, directors, employees, agents, Board of Directors, committees or Administrator.

24. Member Liability

Members will not be assessed for costs or expenses in excess of their contribution payment, except as provided in Section 14 or in Section 25 of this Agreement.

25. Termination and Dissolution

This Agreement may be terminated if the Board of Directors, by a two-thirds vote of the Directors, adopts a resolution recommending the Alliance be dissolved and this Agreement be terminated.

- The question of the dissolution and termination will be submitted to a vote at a meeting
 of Members entitled to vote, which may be either an annual or special meeting. A
 resolution to dissolve the Alliance and to terminate this Agreement will be adopted upon
 receiving at least two-thirds of the votes which Members present at the meeting are
 entitled to cast.
 - If there are no Members, or no Members entitled to vote present, the adopted resolution of the Board to dissolve the Alliance and terminate this Agreement will take effect.
- In the event dissolution and termination is approved, this Agreement and the Alliance will continue to exist solely for the purpose of disposing of all liabilities, distribution of assets, and all other functions necessary to close out the affairs of the Alliance. The Board is vested with all powers of the Alliance for the purpose of dissolving affairs of the Alliance.
- Upon dissolution and termination, and following the payment of, or provision for, all debts, claims, and liabilities, all remaining assets and liabilities of the Alliance will be distributed among the Members based on a formula and timing approved by the Board.

26. Merger or Consolidation

After completion of an analysis of the Alliance's liabilities and assets by a casualty actuary who is a member of the American Academy of Actuaries, and any other analysis that the Board considers appropriate, the Board may elect to merge or consolidate assets and liabilities of the Alliance with those of another substantially similar organization for the purposes of providing ongoing coverage and risk management for the Members. The Board may, but is not obligated to, approve a distribution of assets among Members as part of the merger or consolidation. Such a merger or consolidation will be made consistent with the requirements in AS 10.20 and will not constitute a termination of the Agreement as described herein.

27. Notices

Notices to Members hereunder will be sufficient if mailed to the address listed on the most recent application form of the respective Members. A Member may change such address or other contact information by providing written notice (which will include notice by fax or email) of such change to the Alliance.

28. Amendment

This Agreement may be amended at any time by the written approval of a majority of the Members signatory to it, or by the Board of Directors of the Alliance following 30 days' written notice to the Members of the proposed change(s). Any amendment to this Agreement will be effective on the subsequent July 1 unless another effective date is otherwise stated therein.

29. Prohibition Against Assignment

No Members may assign any right, claim, or interest it may have under this Agreement and no creditor, assignee, or third-party beneficiary of any Member will have any right, claim or title to any part, share, interest, fund, premium, contribution, or asset of the Alliance.

30. Agreement Complete

This Agreement, along with any exhibits hereto and documents incorporated by reference herein, constitute the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

31. Governing Law

This Agreement will be interpreted according to the laws of the State of Alaska. A suit brought relating to any dispute hereunder or related hereto will be filed in the Superior Court of Alaska in Anchorage or Juneau, and in no other place.

32. Construction of Contract

Separate agreements will be executed by each Member and all such agreements will be construed as a single collective contract.

33. Severability

If a provision of this Agreement is or becomes illegal, invalid, or unenforceable, the remainder of this Agreement will remain valid and enforceable.

Conformity to Statute 34.

In the event any term or provision of this Agreement is found to be in conflict with the laws, regulation, or applicable statutes of the State of Alaska, such term or provision will be construed so as to conform to such statutes or laws.

Signatures 35.

The parties hereto, acting through properly authorized officials, hereby execute this Agreement, effective July 1, 2025.

Member:	
Member Name:	
Signature:	
Printed Name:	
Title:	
Date signed:	
Alaska Public Risk Al Arrangement	liance, as Administrator for the Joint Insurance
Signature:	
Printed Name:	
Title:	
Date signed:	
HIBIT 1: List of Members	
HIBIT 2: Board of Directors of	APRA

EXH

EXH

Exhibit 1

APRA MEMBER ROSTER

The following public entities are considered to be Members of the Alaska Public Risk Alliance:

- 1. City of Adak Water & Sewer Project
- 2. City of Adak
- 3. City of Akhiok
- 4. City of Akutan
- 5. City of Alakanuk VSW Project
- 6. City of Alakanuk
- 7. Alaska Gateway School District
- 8. City of Aleknagik
- 9. Aleutians East Borough
- 10. Aleutians East Borough School District
- 11. City of Ambler Public Health Facilities
 Project
- 12. City of Ambler Infrastructure Improvement Project
- 13. City of Anaktuvuk Pass
- Anchorage Community Development Authority, Easy Park and 716 W 4th Ave, LLC
- 15. City of Anderson
- 16. City of Angoon
- 17. City of Anvik
- 18. City of Atka
- 19. City of Atgasuk
- 20. City of Bettles
- 21. City of Buckland
- 22. Bristol Bay Borough School District
- 23. City of Chefornak Water Sewer Project
- 24. City of Chefornak
- 25. City of Chevak
- 26. City of Chignik
- 27. City of Kasaan

- 28. City of Thorne Bay
- 29. City of Clark's Point
- 30. City of Coffman Cove
- 31. City of Cold Bay
- 32. Denali Borough
- 33. Dillingham City School District
- 34. City of Diomede CDP
- 35. Diomede Joint Utility
- 36. City of Diomede
- 37. City of Eagle
- 38. City of Eek
- 39. City of Egegik
- 40. City of Ekwok
- 41. City of Emmonak Water Sewer Project
- 42. City of Emmonak
- 43. City of Fairbanks
- 44. City of False Pass
- 45. City of Fort Yukon
- 46. Frontier Charter School
- 47. Galena City School District
- 48. City of Galena
- 49. City of Gambell
- 50. City of Golovin CDP
- 51. City of Golovin
- 52. Goodnews Bay Water & Sewer Project
- 53. City of Grayling Public Health Facilities Project
- 54. Haines Borough School District
- 55. City of Holy Cross
- 56. City of Homer

- 57. Hoonah City School District
- 58. City of Hoonah
- 59. City of Hooper Bay Water & Sewer Project
- 60. City of Hooper Bay
- 61. City of Houston
- 62. City of Hughes
- 63. City of Huslia
- 64. Ilisagvik College and Ilisagvik College Foundation
- 65. Ipnatchiaq Electric Company
- 66. City of Kachemak
- 67. City of Kake
- 68. City of Kaktovik
- 69. City of Kaltag
- 70. City of Kaltag Public Health Facilities Project
- 71. Kenai Peninsula Borough
- 72. Kenai Peninsula Borough School District
- 73. City of Kenai
- 74. City of Kiana Public Health Facility Project
- 75. City of Kiana
- 76. City of King Cove
- 77. Kodiak Island Borough
- 78. Kodiak Island Borough School District
- 79. City of Kodiak
- 80. City of Kotlik Public Health Facilities Project
- 81. City of Kotlik
- 82. City of Kotzebue
- 83. City of Koyuk Public Health Facilities Project
- 84. City of Koyuk
- 85. City of Koyukuk
- 86. Lake and Peninsula Borough
- 87. City of Larsen Bay
- 88. City of Manokotak VSW Project
- 89. City of Manokotak
- 90. City of McGrath VSW Project

- 91. City of McGrath
- 92. City of Mekoryuk
- 93. City of Mountain Village Water Sewer Project
- 94. City of Mountain Village
- 95. Napakiak Managed Retreat Project
- 96. City of Napakiak Water Sewer Project
- 97. City of Napakiak
- 98. City of Napaskiak
- 99. Nenana City Public Schools
- 100. City of Nenana
- City of New Stuyahok Public Health Facilities Project
- 102. City of New Stuyahok
- 103. City of Newhalen
- 104. City of Nightmute VSW Project
- 105. City of Nightmute
- 106. City of Nikolai
- 107. Nome Public Schools
- 108. City of Nome
- 109. City of Noorvik
- 110. City of North Pole
- 111. North Slope Borough School District
- 112. Northwest Arctic Borough
- 113. City of Nuiqsut
- 114. City of Nulato
- 115. City of Nunam Iqua
- 116. City of Nunapitchuk Water Sewer Project
- 117. City of Nunapitchuk
- 118. City of Old Harbor Tank Farm
- 119. City of Old Harbor
- 120. City of Ouzinkie Public Health Facilities
 Project
- 121. City of Ouzinkie
- 122. Pelican City School District
- 123. City of Pelican Water Sewer Project

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- 124. City of Pelican
- 125. Pilot Point Electrical
- 126. City of Pilot Point
- 127. City of Pilot Station
- 128. City of Platinum
- 129. City of Point Hope
- 130. City of Port Alexander
- 131. City of Port Heiden
- 132. City of Port Lions
- 133. Pribilof Montessori School
- 134. Pribilof School District
- 135. City of Quinhagak VSW Project
- 136. City of Quinhagak
- 137. City of Ruby and Ruby Electric
- 138. City of Russian Mission Gaming
- 139. City of Russian Mission
- 140. City of Saint George
- 141. City of Saint Mary's
- 142. City of Sand Point
- 143. City of Savoonga CDP
- 144. City of Savoonga
- 145. City of Saxman
- 146. City of Scammon Bay
- 147. City of Seldovia Water Sewer Project
- 148. City of Seldovia
- 149. City of Seward
- 150. City of Shaktoolik CDP
- 151. City of Shaktoolik Wind Energy Recovery
 Project
- 152. City of Shaktoolik VSW Project
- 153. City of Shaktoolik
- 154. City of Shishmaref CDP
- 155. City of Shishmaref Public Health Facilities Project
- 156. City of Shishmaref

- 157. City of Shungnak
- 158. City of Soldotna
- 159. Southeast Island School District
- 160. City of Tanana
- 161. City of Teller VSW Project
- 162. City of Teller
- 163. City of Tenakee Springs
- 164. City of Thorne Bay VSW Project
- 165. City of Togiak
- 166. City of Toksook Bay
- 167. City of Unalakleet VSW Project
- 168. City of Unalakleet
- 169. City of Upper Kalskag
- 170. City of Utgiagvik
- 171. Valdez City School District
- 172. City of Valdez
- 173. City of Wainwright
- 174. City of Wales Water Sewer Project
- 175. City of Wales
- 176. City of White Mountain
- 177. City of Yakutat Public Health Facilities
 Project
- 178. Yakutat School District
- 179. City and Borough of Yakutat
- 180. Yukon Flats School District
- 181. Yukon-Koyukuk School District
- 182. Alaska Association of Conservation Districts
- 183. Alaska Native Cultural Charter School
- 184. Aleutian Region School District
- 185. Anchorage Stream Academy Charter School
- 186. City of Aniak
- 187. Annette Island School District
- 188. Aquarian Charter School
- 189. Bering Strait School District
- 190. City of Bethel

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- 191. Boreal Sun Charter School
- 192. Bristol Bay Borough
- 193. Chatham School District
- 194. Chinook Montessori Charter School
- 195. Chugach School District
- 196. Chugiak Volunteer Fire and Rescue Company, Inc.
- 197. Copper River School District
- 198. Cordova Community Medical Center
- 199. Cordova School District
- 200. City of Cordova
- 201. Craig City School District
- 202. City of Craig
- 203. City of Delta Junction
- 204. Delta/Greely School District
- 205. Denali Borough School District
- 206. City of Dillingham
- 207. Discovery Peak Charter School
- 208. Eagle Academy Charter School
- 209. City of Edna Bay
- 210. Effie Kokrine Charter School
- 211. Girdwood Fire & Rescue, Inc.
- 212. City of Gustavus
- 213. Haines Borough
- 214. Highland Academy Charter School
- 215. Hydaburg City School District
- 216. City of Hydaburg
- 217. Iditarod Area School District
- 218. Kake City School District
- 219. Kashunamiut School District
- 220. Ketchikan Gateway Borough
- 221. Ketchikan Gateway Borough School District
- 222. City of Ketchikan
- 223. Klawock City School District
- 224. City of Klawock

- 225. Knik Cultural School
- 226. City of Kupreanof
- 227. Kuspuk School District
- 228. Lake & Peninsula School District
- 229. Lower Kuskokwim School District
- 230. Lower Yukon School District
- 231. Northwest Arctic Borough School District
- 232. City of Palmer
- 233. Petersburg Borough
- 234. Petersburg Medical Center
- 235. Petersburg School District
- 236. Rilke Schule German School of Arts & Sciences
- 237. Sitka School District
- 238. City and Borough of Sitka
- 239. Skagway School District
- 240. Municipality of Skagway
- 241. Southwest Region School District
- 242. City of Saint Paul
- 243. St. Mary's School District
- 244. Unalaska City School District
- 245. City of Unalaska
- 246. City of Wasilla
- 247. Watershed Charter School
- 248. City of Whale Pass
- 249. City of Whittier
- 250. Winterberry Charter School
- 251. Wrangell Public Schools
- 252. City & Borough of Wrangell
- 253. Yupiit School District

Exhibit 2

MEMBERS OF THE APRA BOARD OF DIRECTORS

The following are the members of the board of directors of the Alaska Public Risk Alliance

Branzon Anania Kuspuk School District

Kristin Erchinger City of Whittier

Dennis Gray, Jr. City of Hoonah

Melissa Haley City and Borough of Sitka

Bryant Hammond City of Nome

Brandi Harbaugh Kenai Peninsula Borough
Alex Russin Cordova School District

Mark Vink Bering Strait School District

Joe Evans At Large

Brad Thompson At Large

Nils Andreassen Alaska Municipal League

Lon Garrison Alaska Association of School Boards



Date: July 1, 2025

Policy Reference Number: TBA Policy Period From: July 1, 2025 To July 1, 2026

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

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

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

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

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

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

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

,	
Best regards,	
David R. Hale President	
AUTHORIZATIO	N – TO BE RECEIVED FROM CLIENT
To: Hale & Asso	ciates
Policy Reference	Number: TBA
Policy Period	From July 1, 2025 To July 1, 2026
	ove request and approve the use of APRA and hereby authorize you to complete the coverages with this assessable risk retention pool.
Signed	
Name	SIGN HERE
Title	
Company	<u>City of Valdez</u>
Date	

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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: 7/1/2025 - 7/1/2026

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

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

		SIGN HERE
Hale & Associates	Date	

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Insurance Checklist

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

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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

SIGN HERE

Name:	
<u>Title:</u>	
Acknowledged and approved on:	
Date:	



COOPERATIVE PARTICIPATION AGREEMENT July 1, 2025

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COOPERATIVE PARTICIPATION AGREEMENT

Preamble

THIS AGREEMENT is made and entered into in the State of Alaska by and among those municipalities and their public corporations, city and borough school districts, and regional education attendance areas organized and existing under the Constitution or laws of the State of Alaska, which have signed this Agreement. Parties signing this Agreement are collectively referred to in this Agreement as "Members" and individually as "Member."

WHEREAS, AS 21.76.010 provides that two or more local governmental entities may enter into Cooperative Agreements for the purpose of establishing joint insurance arrangements; and

WHEREAS, each of the parties to this Agreement desires to join with the other parties to form a Joint Insurance Arrangement (JIA) for the purpose of pooling self-insured losses and administrative services, and jointly purchasing excess insurance, reinsurance, or other loss funding mechanisms; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions

The following definitions will apply to the provisions of the Agreement:

- "Administrator" means the person appointed by the Board of Directors, or as otherwise provided in the Bylaws, to serve as chief executive officer of the Alliance.
- "Alliance" means Alaska Public Risk Alliance, a joint insurance arrangement and a nonprofit corporation organized under the laws of the State of Alaska.
- "Board of Directors" or "Board" means the governing body of the Alliance.
- "Bylaws" means those bylaws of the Alliance that are adopted by the Alliance's Board of Directors, and as duly amended thereafter. The bylaws, including without limitation all definitions they contain, are incorporated into this Agreement by this reference.

- "Claim" means a demand made against the Alliance arising out of an occurrence that is
 within the scope of coverage of the Alliance's joint insurance arrangement as developed
 by the Board.
- "Claim Reserves" means the total funds set aside for the purpose of adjusting and paying members' claims, which have been certified as adequate by a Casualty Actuary who is a member of the American Academy of Actuaries.
- "Economic Capital" means the amount of funds required to support pool operations and protect the Alliance from such events as unexpectedly high losses or poor investment performance.
- "Fiscal Year" means that period of twelve months that is established as the fiscal year of the Alliance.
- "Insurance" means and includes self-insurance through a funded program and/or any commercial insurance contract. This joint insurance arrangement will not be considered insurance for any other purpose, pursuant to AS 21.76.020(a).
- "Joint Insurance Fund" has the meaning ascribed to that term in AS 21.76.900.
- "Reinsurance" or "Excess Insurance" means insurance coverage purchased by the Alliance
 to protect the funds of the Alliance against catastrophes or an unusual frequency of losses
 during a single year.
- "Unallocated Capital" means funds held by the Alliance in amounts greater than the amounts required for Claim Reserves and Economic Capital.

2. Purposes

This Agreement is entered into by the Members to provide comprehensive and effective coverage and risk management services, as authorized by AS 21.76, with the objective of reducing the amount and frequency of Members' losses and decreasing the cost of claims incurred by Members.

As provided by Section 21.76 of the Alaska Statutes, pooling of losses in this program is not considered insurance.

3. Parties to Agreement

Each party to this Agreement certifies that it intends to, and does, contract with all other parties who are signatories to this Agreement as well as other parties that may later be added to and become signatories of this Agreement. Each party to this Agreement also certifies that the deletion of any party from this Agreement will not affect this Agreement or such party's intent as described above with the other parties to the Agreement then remaining. A roster of parties to the Agreement is available on request.

4. Term of Agreement

This Agreement will become effective on the date coverage commences for the Members. The Agreement will continue in effect unless coverage is canceled, non-renewed, or otherwise terminated in accordance with this Agreement and the Alliance Bylaws.

5. Powers of the Alliance

The Alliance will have the powers necessary to administer this joint insurance arrangement pursuant to AS 21.76.030(2) and AS 21.76.900(2) as amended, replaced or updated. The Alliance, and to the extent delegated by the Board of Directors the Administrator, are authorized to perform all acts necessary for the exercise of said powers pursuant to the terms hereof and in the manner provided by law, including, but not limited to, any or all the following:

- to make and enter into contracts;
- to incur debts, liabilities, or obligations;
- to acquire, hold and dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities in the name of the Alliance;
- to sue and be sued in the name of the Alliance:
- to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law; and
- all other and further powers that may be authorized by the Articles of Incorporation Bylaws, and any other corporate governance documents of the Alliance, and as permitted or not otherwise prohibited by law.

6. Establishment and Administration of the Joint Insurance Fund

The Alliance establishes a Joint Insurance Fund as described in AS Sec. 21.76.080 and will administer it as provided by law.

7. Board of Directors

The Alliance will be governed by the Board of Directors, which is hereby established, and which will be composed of 12 Directors according to the Bylaws. Each member of the Board will have one vote. A list of the names of the Board of Directors of the Alliance is available on request.

8. Powers of the Board of Directors

The Board of Directors of the Alliance will have the powers and duties set out in the Bylaws and other powers and functions as are provided for in this Agreement or in law including, but not limited to, the power to authorize contracts in accordance with AS 21.76 upon such terms and conditions as the Board deems appropriate, and to adopt rules for the fair and equitable administration of the Alliance and the Joint Insurance Fund.

9. Coverage Provided

The Alliance may provide any kind of coverage for Members required by law or regulation or as the Board will determine, and not otherwise prohibited under AS 21.76.010(b). All applicable coverage memoranda or policy forms, as they may be adopted and amended from time to time by action of the Board, are incorporated herein by this reference.

10. Claim Reserves and Capital

The Alliance will set aside funds in sufficient amounts to (1) pay all incurred claims, and (2) provide the capital necessary to support pool operations and protect the Alliance against unexpected events. These Claim Reserves and Economic Capital amounts will be determined by a Casualty Actuary who is a member of the American Academy of Actuaries. The Economic Capital will be based on a target funding level determined by the Board and is intended to protect the Alliance at a high level of confidence.

Funds that exceed the Claim Reserves and Economic Capital amount are Unallocated Capital and may be allotted by the Board to purposes that further the objectives of the Alliance. Such purposes include, but are not limited to, increasing the funds held as Economic Capital, adjusting Member contributions, and refunding amounts to eligible Members.

Any contribution adjustments or refunds will be based upon a formula that considers, but is not limited to, a Member's participation in the Alliance; its loss and risk factors; and the financial needs of the Alliance.

11. Accounts and Records

Annual Budget. The Board will annually adopt an operating budget.

<u>Funds and Accounts</u>. The Administrator will establish and maintain such funds and accounts as may be required by applicable law or regulation or generally accepted accounting practices. Financial books and records of the joint insurance arrangement will be in the hands of the Administrator and will be open to inspection at all reasonable times by representatives of the Members.

<u>Alliance Report</u>. The Board will provide for an annual independent audit of the accounts and records of the joint insurance arrangement. This audit will conform to generally accepted auditing standards, and will include a determination, by a casualty actuary who is a member of the American Academy of Actuaries, that methodologies for establishing reserves for losses are actuarially sound, and that the reserve level is adequate. By October 1 of each year, a report of the financial condition of the Joint Insurance Arrangement, certified by a certified public accountant, will be filed as a public record with the Legislative Budget and Audit Committee and the Director of the Division of Insurance, as required by AS 21.76.020(b), and made available to each Member.

12. Responsibility for Funds

The Administrator of the Alliance will have the custody of and disburse the joint insurance arrangement's funds in accordance with this Agreement and Board policy. The Administrator may periodically approve other authorized signatories.

The Alliance will provide all officers and employees authorized to disburse Alliance funds with a fidelity bond or comparable instrument in an amount set by the Board, but not less than \$1,000,000.

13. Method of Apportioning Costs

The revenue required by the Alliance to carry out its functions on behalf of Members is established annually by the Board and apportioned among Members though determination of each Member's contributions.

Each Member's contributions will be determined by the Administrator, taking into consideration factors including but not limited to:

- The Member's exposures to risk, such as property location and values, employee classifications and payroll, vehicles, and services provided.
- The Member's loss history, including claim frequency and severity.
- The Member's efforts to identify and mitigate risk through loss control activities.
- The amount of the Member's self-insured retention or deductibles.
- The cost of insurance, reinsurance, excess insurance, or other coverages purchased for or on behalf of Members.
- Any adjustments based on exposure audit provisions in insurance policies or coverage obtained pursuant to this Agreement.

14. Additional Contributions

In the unlikely event that the Board determines that the combined amount of Economic Capital and Unallocated Capital is or is expected to become insufficient to effectively carry out the provisions of this Agreement, the Board may vote to assess additional contributions relating to one or more fiscal years that may apply to Members that are currently, or were formerly, parties to this Agreement

A decision by the Board to assess additional contributions will not take effect unless and until it is ratified at an annual or special meeting by two-thirds of the current Members. At least 30 days prior to that Member meeting, the Administrator will provide to each Member a document describing (1) the Board's rationale for levying the additional contributions, (2) the formula it will use to allocate the additional contributions among Members, and (3) when Members must pay the additional contributions levied.

15. Establishing and Promoting an Aggressive Risk Management Program

The Administrator will:

- Assist each Member in identifying and reducing risks.
- Provide loss prevention services to Members as needed, including, as appropriate and available, training, inspections, and consulting services.
- Provide loss information to assist each Member in carrying out its claims management and loss control program.
- Provide to Members, as needed and feasible, a review of their contracts to determine sufficiency of indemnity and insurance provisions.
- Undertake all other responsibilities deemed necessary by the Board to carry out the purposes of this Agreement.

16. Members' Responsibilities

Each Member of the Alliance has responsibilities to its fellow Members, and to the Alliance as a whole. Members will in all ways cooperate with and assist the Alliance, and any insurer providing coverage to the Alliance, in all matters relating to this Agreement, and will comply with all Bylaws, rules, regulations, and policies adopted by the Board.

Each Member further agrees to:

Appoint a representative to the Alliance as provided in the Bylaws.

- Comply with recommendations of the Alliance concerning the development and implementation of a loss control program.
- Undertake efforts to mitigate losses, including the prompt reporting of claims or potential
 claims to the Alliance, and to fully cooperate with the Alliance and any insurer providing
 coverage to the Alliance or its Members in the adjustment of claims.

17. Member Payments

Each Member will pay its contribution promptly when due. The contribution constitutes the Member's financial obligation to the joint insurance arrangement for the coverage period, which may be adjusted by subsequent audit of the Member's exposures or risks, and any additional contributions levied as provided in Section 14 or Section 25 of this Agreement.

The Administrator may impose a finance charge on any account balances that are more than 30 days past due and may, following 30 days' written notice to the Member, cancel a Member's coverage pursuant to applicable law if a contribution for coverage or any insurance policy obtained through this Agreement for that Member remains unpaid.

Cancellation of coverage under this section will not relieve a Member of its financial obligations to the Alliance.

18. New Members

Additional Members may be permitted, at the discretion of the Administrator and after completing an application process established by the Board, to become signatories of this Agreement or a similar agreement.

19. Member Withdrawal

A Member may withdraw as a party to this Agreement pursuant to the requirements of this Section:

- Withdrawing Members must give written notice of intent to withdraw at least 180 days prior to the expiration of coverage.
- A Member that fails to renew its coverage without giving the required 180 days' written notice to the Administrator will be responsible for a penalty equal to 20 percent of its total annual contribution for the most recent coverage year.
- A Member that withdraws during a coverage period, or has its coverage canceled by the Administrator for failure to pay the required contribution, will be responsible for a penalty equal to 20 percent of the total annual contribution for the Member for the current coverage year.

 A member may request a waiver of the penalty imposed under this section by submitting the request in writing to the Administrator. The Board must approve any penalty waivers.

Withdrawal from this Agreement under this section will not relieve a Member of any other financial obligations to the Alliance. The withdrawal of any Member from this Agreement will not terminate the Agreement.

20. Claims Administration and Payment of Losses

- Each Member will give prompt notice of any claims to the Alliance. The Member will
 communicate directly with the Alliance and not through third parties unless agreed to by
 the Administrator. Failure to give prompt notice of claims will result in a limitation of
 coverage and penalties as provided in the relevant coverage memorandum.
- Except in circumstances where coverage is provided by an insurance carrier, the
 Administrator will investigate all claims against the Member and will attempt to adjust or
 settle such claims. The Member agrees to provide and make available to the Administrator
 all information and all personnel as may be reasonably required to fully investigate and
 defend each claim.
- Subject to the provisions of this Agreement and all applicable coverage agreements or
 policies, legal counsel selected by the Alliance will defend claims against the Member. A
 Member will have the right to hire, at its own expense, its own co-counsel to work with
 defense counsel employed by the Alliance.
- The Administrator will pay adjudicated claims according to the provisions of this Agreement and all applicable coverage memoranda or policies.
- In the event the Administrator determines it is advisable to settle a claim, the Member, except as provided in the applicable coverage memorandum, will accept the Administrator's recommendation and judgment and enter into such settlements as the Administrator determines to be appropriate.
- With the express written permission of the Alliance, a Member with a self-insured retention may be permitted to administer, defend and adjust claims within its own self-insured retention, in a manner consistent with the Member's coverage memoranda and Allianceapproved policies and procedures. Such written permission does not relieve the Member from notice requirements as defined in this Agreement or in the applicable coverage memorandum. Once the self-insured retention is reached, all outstanding defense and adjustment of the claim will be handled by the Alliance pursuant to the paragraphs above.

Written permission notwithstanding, the Alliance, in its sole judgment and discretion, retains the right to take over handling of claims below the Member's self-insured retention.

21. Coverage Determination and Appeal

It will be the duty and responsibility of the Administrator to make the initial determination regarding rights to coverage protections provided under the joint insurance arrangement. This responsibility is limited to amounts of coverage provided by or retained by the Alliance, including amounts within self-insured retentions or deductibles, and amounts where the Alliance is designated as the "Company" or "Insurer" under the applicable policy or coverage memorandum.

The Administrator or designee will timely notify the Member of the determination in writing, advising the Member whether or to what extent the Alliance:

- Is accepting or denying coverage;
- Will defend the claim and/or indemnify the Member; and
- Is reserving any rights to make any subsequent determinations regarding coverage.

A Member that disagrees with a decision by the Administrator to deny coverage may appeal the decision to the Board. The Board will promulgate rules and procedures for the appeal process.

Notwithstanding the foregoing, a Member has the right to petition the Administrator and pursue an appeal with the Board to request the Alliance's assistance in pursuing coverage placed by the Alliance with an insurance carrier.

22. Exhaustion of Policy Limits

It is understood and agreed that in the event of a covered loss or accumulation of covered losses affecting multiple Members whereby the amount of loss exceeds the limits of the coverage memorandum or policy, the payments to individual Members will be made on a proportional basis. This proportion will be determined as the ratio of the total limits available divided by the total amount of the loss.

This provision applies to exhaustion of limits on a per occurrence or an annual aggregate basis as appropriate.

23. Liabilities of the Alliance

Pursuant to Alaska law, the debts, liabilities, and obligations of the Alliance will not constitute debts, liabilities, or obligations of any Members, except as expressly set forth in this Agreement. The debts, liabilities and obligations of the Alliance will not constitute debts, liabilities or obligations of its officers, directors, employees, agents, Board of Directors, committees or Administrator.

24. Member Liability

Members will not be assessed for costs or expenses in excess of their contribution payment, except as provided in Section 14 or in Section 25 of this Agreement.

25. Termination and Dissolution

This Agreement may be terminated if the Board of Directors, by a two-thirds vote of the Directors, adopts a resolution recommending the Alliance be dissolved and this Agreement be terminated.

- The question of the dissolution and termination will be submitted to a vote at a meeting
 of Members entitled to vote, which may be either an annual or special meeting. A
 resolution to dissolve the Alliance and to terminate this Agreement will be adopted upon
 receiving at least two-thirds of the votes which Members present at the meeting are
 entitled to cast.
 - If there are no Members, or no Members entitled to vote present, the adopted resolution of the Board to dissolve the Alliance and terminate this Agreement will take effect.
- In the event dissolution and termination is approved, this Agreement and the Alliance will continue to exist solely for the purpose of disposing of all liabilities, distribution of assets, and all other functions necessary to close out the affairs of the Alliance. The Board is vested with all powers of the Alliance for the purpose of dissolving affairs of the Alliance.
- Upon dissolution and termination, and following the payment of, or provision for, all debts, claims, and liabilities, all remaining assets and liabilities of the Alliance will be distributed among the Members based on a formula and timing approved by the Board.

26. Merger or Consolidation

After completion of an analysis of the Alliance's liabilities and assets by a casualty actuary who is a member of the American Academy of Actuaries, and any other analysis that the Board considers appropriate, the Board may elect to merge or consolidate assets and liabilities of the Alliance with those of another substantially similar organization for the purposes of providing ongoing coverage and risk management for the Members. The Board may, but is not obligated to, approve a distribution of assets among Members as part of the merger or consolidation. Such a merger or consolidation will be made consistent with the requirements in AS 10.20 and will not constitute a termination of the Agreement as described herein.

27. Notices

Notices to Members hereunder will be sufficient if mailed to the address listed on the most recent application form of the respective Members. A Member may change such address or other contact information by providing written notice (which will include notice by fax or email) of such change to the Alliance.

28. Amendment

This Agreement may be amended at any time by the written approval of a majority of the Members signatory to it, or by the Board of Directors of the Alliance following 30 days' written notice to the Members of the proposed change(s). Any amendment to this Agreement will be effective on the subsequent July 1 unless another effective date is otherwise stated therein.

29. Prohibition Against Assignment

No Members may assign any right, claim, or interest it may have under this Agreement and no creditor, assignee, or third-party beneficiary of any Member will have any right, claim or title to any part, share, interest, fund, premium, contribution, or asset of the Alliance.

30. Agreement Complete

This Agreement, along with any exhibits hereto and documents incorporated by reference herein, constitute the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

31. Governing Law

This Agreement will be interpreted according to the laws of the State of Alaska. A suit brought relating to any dispute hereunder or related hereto will be filed in the Superior Court of Alaska in Anchorage or Juneau, and in no other place.

32. Construction of Contract

Separate agreements will be executed by each Member and all such agreements will be construed as a single collective contract.

33. Severability

If a provision of this Agreement is or becomes illegal, invalid, or unenforceable, the remainder of this Agreement will remain valid and enforceable.

Conformity to Statute 34.

In the event any term or provision of this Agreement is found to be in conflict with the laws, regulation, or applicable statutes of the State of Alaska, such term or provision will be construed so as to conform to such statutes or laws.

Signatures 35.

The parties hereto, acting through properly authorized officials, hereby execute this Agreement, effective July 1, 2025.

Member:	
Member Name:	
Signature:	
Printed Name:	
Title:	
Date signed:	
Alaska Public Risk All Arrangement	iance, as Administrator for the Joint Insurance
Signature:	
Printed Name:	
Title:	
Date signed:	
EXHIBIT 1: List of Members	
EXHIBIT 2: Board of Directors of A	APRA

Exhibit 1

APRA MEMBER ROSTER

The following public entities are considered to be Members of the Alaska Public Risk Alliance:

- 1. City of Adak Water & Sewer Project
- 2. City of Adak
- 3. City of Akhiok
- 4. City of Akutan
- 5. City of Alakanuk VSW Project
- 6. City of Alakanuk
- 7. Alaska Gateway School District
- 8. City of Aleknagik
- 9. Aleutians East Borough
- 10. Aleutians East Borough School District
- 11. City of Ambler Public Health Facilities Project
- 12. City of Ambler Infrastructure Improvement Project
- 13. City of Anaktuvuk Pass
- Anchorage Community Development Authority, Easy Park and 716 W 4th Ave, LLC
- 15. City of Anderson
- 16. City of Angoon
- 17. City of Anvik
- 18. City of Atka
- 19. City of Atgasuk
- 20. City of Bettles
- 21. City of Buckland
- 22. Bristol Bay Borough School District
- 23. City of Chefornak Water Sewer Project
- 24. City of Chefornak
- 25. City of Chevak
- 26. City of Chignik
- 27. City of Kasaan

- 28. City of Thorne Bay
- 29. City of Clark's Point
- 30. City of Coffman Cove
- 31. City of Cold Bay
- 32. Denali Borough
- 33. Dillingham City School District
- 34. City of Diomede CDP
- 35. Diomede Joint Utility
- 36. City of Diomede
- 37. City of Eagle
- 38. City of Eek
- 39. City of Egegik
- 40. City of Ekwok
- 41. City of Emmonak Water Sewer Project
- 42. City of Emmonak
- 43. City of Fairbanks
- 44. City of False Pass
- 45. City of Fort Yukon
- 46. Frontier Charter School
- 47. Galena City School District
- 48. City of Galena
- 49. City of Gambell
- 50. City of Golovin CDP
- 51. City of Golovin
- 52. Goodnews Bay Water & Sewer Project
- 53. City of Grayling Public Health Facilities Project
- 54. Haines Borough School District
- 55. City of Holy Cross
- 56. City of Homer

- 57. Hoonah City School District
- 58. City of Hoonah
- 59. City of Hooper Bay Water & Sewer Project
- 60. City of Hooper Bay
- 61. City of Houston
- 62. City of Hughes
- 63. City of Huslia
- 64. Ilisagvik College and Ilisagvik College Foundation
- 65. Ipnatchiaq Electric Company
- 66. City of Kachemak
- 67. City of Kake
- 68. City of Kaktovik
- 69. City of Kaltag
- 70. City of Kaltag Public Health Facilities Project
- 71. Kenai Peninsula Borough
- 72. Kenai Peninsula Borough School District
- 73. City of Kenai
- 74. City of Kiana Public Health Facility Project
- 75. City of Kiana
- 76. City of King Cove
- 77. Kodiak Island Borough
- 78. Kodiak Island Borough School District
- 79. City of Kodiak
- 80. City of Kotlik Public Health Facilities Project
- 81. City of Kotlik
- 82. City of Kotzebue
- 83. City of Koyuk Public Health Facilities Project
- 84. City of Koyuk
- 85. City of Koyukuk
- 86. Lake and Peninsula Borough
- 87. City of Larsen Bay
- 88. City of Manokotak VSW Project
- 89. City of Manokotak
- 90. City of McGrath VSW Project

- 91. City of McGrath
- 92. City of Mekoryuk
- 93. City of Mountain Village Water Sewer Project
- 94. City of Mountain Village
- 95. Napakiak Managed Retreat Project
- 96. City of Napakiak Water Sewer Project
- 97. City of Napakiak
- 98. City of Napaskiak
- 99. Nenana City Public Schools
- 100. City of Nenana
- City of New Stuyahok Public Health Facilities Project
- 102. City of New Stuyahok
- 103. City of Newhalen
- 104. City of Nightmute VSW Project
- 105. City of Nightmute
- 106. City of Nikolai
- 107. Nome Public Schools
- 108. City of Nome
- 109. City of Noorvik
- 110. City of North Pole
- 111. North Slope Borough School District
- 112. Northwest Arctic Borough
- 113. City of Nuiqsut
- 114. City of Nulato
- 115. City of Nunam Iqua
- 116. City of Nunapitchuk Water Sewer Project
- 117. City of Nunapitchuk
- 118. City of Old Harbor Tank Farm
- 119. City of Old Harbor
- 120. City of Ouzinkie Public Health Facilities
 Project
- 121. City of Ouzinkie
- 122. Pelican City School District
- 123. City of Pelican Water Sewer Project

- 124. City of Pelican
- 125. Pilot Point Electrical
- 126. City of Pilot Point
- 127. City of Pilot Station
- 128. City of Platinum
- 129. City of Point Hope
- 130. City of Port Alexander
- 131. City of Port Heiden
- 132. City of Port Lions
- 133. Pribilof Montessori School
- 134. Pribilof School District
- 135. City of Quinhagak VSW Project
- 136. City of Quinhagak
- 137. City of Ruby and Ruby Electric
- 138. City of Russian Mission Gaming
- 139. City of Russian Mission
- 140. City of Saint George
- 141. City of Saint Mary's
- 142. City of Sand Point
- 143. City of Savoonga CDP
- 144. City of Savoonga
- 145. City of Saxman
- 146. City of Scammon Bay
- 147. City of Seldovia Water Sewer Project
- 148. City of Seldovia
- 149. City of Seward
- 150. City of Shaktoolik CDP
- 151. City of Shaktoolik Wind Energy Recovery Project
- 152. City of Shaktoolik VSW Project
- 153. City of Shaktoolik
- 154. City of Shishmaref CDP
- 155. City of Shishmaref Public Health Facilities Project
- 156. City of Shishmaref

- 157. City of Shungnak
- 158. City of Soldotna
- 159. Southeast Island School District
- 160. City of Tanana
- 161. City of Teller VSW Project
- 162. City of Teller
- 163. City of Tenakee Springs
- 164. City of Thorne Bay VSW Project
- 165. City of Togiak
- 166. City of Toksook Bay
- 167. City of Unalakleet VSW Project
- 168. City of Unalakleet
- 169. City of Upper Kalskag
- 170. City of Utgiagvik
- 171. Valdez City School District
- 172. City of Valdez
- 173. City of Wainwright
- 174. City of Wales Water Sewer Project
- 175. City of Wales
- 176. City of White Mountain
- 177. City of Yakutat Public Health Facilities
 Project
- 178. Yakutat School District
- 179. City and Borough of Yakutat
- 180. Yukon Flats School District
- 181. Yukon-Koyukuk School District
- 182. Alaska Association of Conservation Districts
- 183. Alaska Native Cultural Charter School
- 184. Aleutian Region School District
- 185. Anchorage Stream Academy Charter School
- 186. City of Aniak
- 187. Annette Island School District
- 188. Aquarian Charter School
- 189. Bering Strait School District
- 190. City of Bethel

- 191. Boreal Sun Charter School
- 192. Bristol Bay Borough
- 193. Chatham School District
- 194. Chinook Montessori Charter School
- 195. Chugach School District
- 196. Chugiak Volunteer Fire and Rescue Company, Inc.
- 197. Copper River School District
- 198. Cordova Community Medical Center
- 199. Cordova School District
- 200. City of Cordova
- 201. Craig City School District
- 202. City of Craig
- 203. City of Delta Junction
- 204. Delta/Greely School District
- 205. Denali Borough School District
- 206. City of Dillingham
- 207. Discovery Peak Charter School
- 208. Eagle Academy Charter School
- 209. City of Edna Bay
- 210. Effie Kokrine Charter School
- 211. Girdwood Fire & Rescue, Inc.
- 212. City of Gustavus
- 213. Haines Borough
- 214. Highland Academy Charter School
- 215. Hydaburg City School District
- 216. City of Hydaburg
- 217. Iditarod Area School District
- 218. Kake City School District
- 219. Kashunamiut School District
- 220. Ketchikan Gateway Borough
- 221. Ketchikan Gateway Borough School District
- 222. City of Ketchikan
- 223. Klawock City School District
- 224. City of Klawock

- 225. Knik Cultural School
- 226. City of Kupreanof
- 227. Kuspuk School District
- 228. Lake & Peninsula School District
- 229. Lower Kuskokwim School District
- 230. Lower Yukon School District
- 231. Northwest Arctic Borough School District
- 232. City of Palmer
- 233. Petersburg Borough
- 234. Petersburg Medical Center
- 235. Petersburg School District
- 236. Rilke Schule German School of Arts & Sciences
- 237. Sitka School District
- 238. City and Borough of Sitka
- 239. Skagway School District
- 240. Municipality of Skagway
- 241. Southwest Region School District
- 242. City of Saint Paul
- 243. St. Mary's School District
- 244. Unalaska City School District
- 245. City of Unalaska
- 246. City of Wasilla
- 247. Watershed Charter School
- 248. City of Whale Pass
- 249. City of Whittier
- 250. Winterberry Charter School
- 251. Wrangell Public Schools
- 252. City & Borough of Wrangell
- 253. Yupiit School District

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Exhibit 2

MEMBERS OF THE APRA BOARD OF DIRECTORS

The following are the members of the board of directors of the Alaska Public Risk Alliance

Branzon Anania Kuspuk School District

Kristin Erchinger City of Whittier

Dennis Gray, Jr. City of Hoonah

Melissa Haley City and Borough of Sitka

Bryant Hammond City of Nome

Brandi Harbaugh Kenai Peninsula Borough
Alex Russin Cordova School District

Mark Vink Bering Strait School District

Joe Evans At Large

Brad Thompson At Large

Nils Andreassen Alaska Municipal League

Lon Garrison Alaska Association of School Boards

as of September 17, 2024

Item	AMLJIA Current State	APEI Current State	APRA	Comments
			2 Options being considered - Option 1 includes: Replacement Cost with Blanket Limits	
Valuation	Replacement Cost with Blanket Limits	Replacement Cost with 25% Margin	- Option 2 includes: 25% Margin applies to costs related to rebuilding and replacing contents (such as increased costs due to code upgrades and costs for valuable papers or fine arts), but not to costs that are in addition to the rebuilding costs (such as debris removal or extra expense)	EPIC will seek options both ways and the Committee will make the final decision in the spring of 2025.
Property Memorandum Coverage Limit	\$250M overall limit, with various sub-limits	\$200M overall limit, with various sub-limits	\$250M overall limit, with options sought for additional at time of renewal, with various sub-limits suited to properly cover Members	\$150M (EQ) is greater than a 250-year modeled event, which is in alignment with industry procurement trends for EQ.
Earthquake Coverage Limit	\$100M annual aggregate	\$75M annual aggregate	\$150M annual aggregate, with options for higher limits	\$125M (Flood) is anticipated to be sufficient to cover a single flooding event.
Flood Coverage Limit	\$125M annual aggregate	\$75M annual aggregate	\$125M annual aggregate, with options for higher limits	Alternative limit options will be considered for final limits on each of these for decision by the APRA board next spring

as of September 17, 2024

Item	AMLJIA Current State	APEI Current State	APRA	Comments
Sublimits	Various sublimits for different property and perils. Many of these are very high and likely area carryover from the APIP policy	Various sublimits for different property and perils, generally on a per member and a peroccurrence basis. Limits are mostly lower than those in the AMLJIA policy.	Various sublimits for different property and perils, generally on a per member and a peroccurrence basis. Limits selected are generally higher than APEI's and lower than AMLJIA's	Limits were selected based on a discussion of 1) what kind of loss an APRA member is likely to experience, and 2) how high a limit will the market likely accept without significant extra cost
Earthquake Deductible	2% of reported values per unit of insurance (Real Property, Personal Property and Time Element)	Flat dollar deductible (basic policy deductible)	Flat dollar deductible (basic policy deductible) - one deductible per occurrence per member	A percentage deductible is based upon the percentage of values at a location involved in an event, i.e., not the loss amount. This can be difficult to calculate and could lead to unanticipated deductible amounts for members and has the potential to be unaffordable for members experiencing losses in a number of different buildings.
Coverage for Earth Movement other than Earthquakes (i.e. landslide, mudslide)	Excluded if not tectonic in origin (i.e., earthquake)	Included in All-Risk portion of policy	Included in All-Risk portion of policy	Landslides, etc., that are caused by factors other than tectonic earth movement (e.g., rain) are a significant risk for members and need to be covered

as of September 17, 2024

Item	AMLJIA Current State	APEI Current State	APRA	Comments
Emergency Vehicle (fire trucks and ambulances) Valuation	Replacement Cost Value	Actual Cash Value	Replacement Cost Value	Allows for replacement of these emergency vehicles in the event of a total loss
Covered Territory	US, including territories, and Canada	US and Canada	US, including territories, and Canada	
Contingent Business Interruption Costs	Covered up to \$3M per occurrence	Not covered	Covered up to \$2.5M member/\$5M occurrence	This provides coverage for business income loss to a member as a result of a covered loss at a member's customer or supplier.
Property in Transit	Excludes coverage for property in Ocean Marine Transit	Includes Ocean Marine transit between US and Canadian ports	Includes Ocean Marine transit between US and Canadian ports	Covers property and materials shipped via sea from Seattle etc. to Alaska
Drones	Covered while in storage or transit (not in flight)	unclear- may be subject to aircraft exclusion	Drones under 55 lbs. covered while in storage or transit (not in flight)	55 lbs. is a FAA cutoff above which drones are regulated differently
Animals	Loss to animals covered subject to limitations	Excluded	Covered for police/fire/search and rescue dogs	
Loss due to river or shoreline Erosion	Excluded	Excluded	Excluded	These represent a significant exposure in Alaska and are
Loss due to thawing of permafrost	Excluded	Excluded	Excluded	beyond the scope of what a Public Entity pool can provide coverage for.

as of September 17, 2024

Item	AMLJIA Current State	APEI Current State	APRA	Comments
Dams/Dikes/similar structures	If scheduled, covered only for non-FEMA disasters and excl EQ	Excluded	Covered if listed on Statement of Values	
Antique or historical Buildings	Coverage at stated value if member elects not to replace lost building	Treated like all other buildings - ACV coverage if not replaced	Coverage at stated value if member elects not to replace lost building	Provides additional coverage for buildings on the National Register of Historic Places
Vacant Buildings	Limited coverage for vacant buildings	No special treatment for vacant buildings	Limited coverage for vacant buildings	Excludes specific causes of loss (vandalism, theft, etc.) for vacant buildings; recoveries of other forms of loss are reduced by 15%. Matches AMLJIA language.
Insured Value Requirements	Requires all structures insured to full replacement cost unless listed on functional replacement cost endorsement	Buildings subject to AS 14.03.150 must be insured to full replacement value. Others at member option	Version with Margin Clause: Buildings subject to AS 14.03.150 must be insured to full replacement value. Others at member option (same as APEI) Version without Margin Clause: Requires all structures be insured to full replacement cost unless listed on functional replacement cost endorsement. (same as AMLJIA)	Members with buildings they no longer use for original purpose may be more appropriately coved for an amount less than full replacement cost - maybe even for only the cost of debris removal in the event of a fire.

as of September 17, 2024

Item	AMLJIA Current State	APEI Current State	APRA New State	Comments
Coverage Agreement: Occurrence Date Trigger	Coverage trigger for all coverages is the date of the FIRST ACT for a series of actions.	Coverage trigger for all coverages is the date of the LAST ACT for a series of actions.	For LEL Coverage, for a series of wrongful acts, the coverage trigger is the date of the FIRST ACT. For all other liability coverage (including SAM) the coverage trigger for a series of wrongful acts is the date of the LAST ACT. Provisions are included in the coverage agreements to prevent the possibility of double coverage (under an old AMLJIA and new APRA policy) and to eliminate gaps in coverage (for LEL claims for APEI members) associated with the movement from a prior pool to APRA.	A wrongful act occurring over time is assigned a single date that determines the applicable coverage form. The decision to assign different triggers for different types of APRA coverage was based on an analysis of reinsurance coverage availability and court precedents.
Auto Liability: Bodily Injury/Property Damage Limit	Member has lower limits by default but can elect higher limits. Policy limits for police vehicles are equal to the law enforcement liability limit.	All Members receive liability coverage automatically for full \$15M limit for autos owned by the member or operated by the member's employees in the scope of business.	All Members receive liability coverage automatically for full \$15M limit for autos owned by the member or operated by the member's employees in the scope of business. Policy limits for police vehicles are equal to the law enforcement liability limit. Physical damage provided for scheduled vehicles and emergency vehicles through the property policy.	

as of September 17, 2024

Item	AMLJIA Current State	APEI Current State	APRA New State	Comments
Conditions: Late Notice of Claim	Soft "warning" but no specific penalty for late reporting of claims.	If claim reported late, APEI has right to impose an additional member deductible of 10% of damages (for 60 days late) or 25% (for 180 days late). This provision was rarely enforced.	"Failure to provide immediate notice could prejudice the rights of the Member or other Covered Party, and those of the Alliance, and negate coverage under the Memorandum." Wording matches AMLJIA language.	Soft "warning" but no specific penalty for late reporting of claims.
Conditions: Settlement Clause	Member who disagrees with AMLJIA's plan to settle can take over claim and be responsible for 100% of any additional costs.	Member who disagrees with APEI's plan to settle can take over claim and be responsible for 60% of any additional costs.	APRA has the right to determine claim settlement timing and amounts. Member can override this by agreeing to become solely responsible for all costs, defense, etc. above the previously advised settlement amount.	Matching AMLJIA intent.

as of September 17, 2024

Item	AMLJIA Current State	APEI Current State	APRA New State	Comments
Conditions: Shared Litigation Costs for Employment Practices Claims	AMUIA covers all costs related to defense, subject to the terms and conditions of the policy.	For Employment Related Injury, APEI shares 50/50 with member for all attorney fees and costs for defense & litigation.	No defense costs are required to be shared by the Member. APRA will reimburse all costs related to defense, subject to the terms and conditions of the policy.	Improvement for APEI Members since they will no longer be required to cover 50% of legal costs for EPL claims.
Coverage Agreement: Law Enforcement Liability (LEL)	Section V Police Professional Liability covered and purchased separately.	No separate coverage Agreement; all Members receive full LEL coverage regardless of existence of formal exposure.	LEL Coverage is included in a separate section of the Memorandum than other Casualty coverages. All Members receive a basic limit (\$1 mil) coverage, regardless of whether the Member has direct LEL exposure. Option to purchase additional limit to be offered. Added definition of Law Enforcement Activities. Language influenced by commercial market definitions.	This is consistent with current AMLIIA coverage agreement. Possible reduction in coverage for APEI members who don't elect to purchase the higher limits. Separate coverage agreements allow for separate and specific Conditions, Definitions and Exclusions for LEL cover.

as of September 17, 2024

Item	AMLJIA Current State	APEI Current State	APRA New State	Comments
Exclusion: Aircraft (Unmanned Aerial Vehicles Incl. Drones)	Coverage for aircraft is excluded, except for liability associated with unmanned aircraft which has a \$1 mil sublimit.	Coverage for aircraft is excluded, except for liability associated with non-owned aircraft or drones. Not sublimited.	Coverage for aircraft is excluded, except for liability associated with non-owned aircraft or drones. Not sublimited.	Consistent with APEI policy. Consistent use of "drone" reference with Property coverage form.
Exclusion: Electronic Data	Excludes claims related to the release or distribution of personal and confidential information.No specific give back for BI.	Excludes "Ultimate Net Loss" arising out of access or disclosure of personal or confidential data and information.No specific give back for BI.	Excludes liability for loss of electronic data, but any resultant Bodily Injury (BI) coverage is specifically given back.	Represents a broadening of coverage for both APEI and AMLIIA members.

as of September 17, 2024

Item	AMLJIA Current State	APEI Current State	APRA New State	Comments
Exclusion: Failure to Arrest	The failure to arrest or detain any person is excluded.	N/A - Failure to arrest not specifically excluded.	No specific exclusion for failure to arrest or detain included.	Potential broadening of coverage for AMLJIA members.
Exclusion: Failure To Supply Utilities	Full exclusion - does not limit exclusion to governing body decisions.	Exclusion limited to decisions made by governing body.	Exclusion applies if failure to supply results from any decision by the Member's governing body with respect to: 1) Obtaining such fuel, water, or electricity; or 2) Allocating such fuel, water, or electricity among the users thereof.	Rules, laws, etc. governing the allocation or transmission of these things is excluded, but the operational side may be covered. Consistent with APEI's language. May represent a broadening of coverage for AMLJIA members.

as of September 17, 2024

Item	AMLJIA Current State	APEI Current State	APRA New State	Comments
Exclusion: Fireworks Activities	Exclusion for fireworks, though covered can be endorsed on at AMLJIA's discretion.	Fireworks and explosive materials not specifically excluded.	Exclusion for loss arising directly or indirectly from any activity involving fireworks or similar explosive materials.	Consistent with AMLJIA language. Restriction in coverage for APEI members. Coverage for events involving fireworks may be underwritten and endorsed on case-by-case basis, pending APRA agreement.
Exclusion: Medical Malpractice	Coverage provided for "Incidental Medical Malpractice."	Excluded except for doctors supervising and training EMS personnel	Exclusion only applies to malpractice arising out of: "rendering or failure to render any professional service by any medical doctor, surgeon, dentist, medical clinic, or hospital. However, with respect to the Member's emergency medical services, this Exclusion shall not apply to preresponse training or to advice given by a supervising physician to the Member's licensed emergency medical service providers, including EMTs and paramedics, while performing services on behalf of the Member in the field."	Adopted the intent of the APEI language.

as of September 17, 2024

Item	AMLJIA Current State	APEI Current State	APRA New State	Comments
Exclusion: Pollution & Mold	Pollution is excluded with limited exceptions (HVAC, vehicles, drinking water) carved back.Separate standalone policy for Liability Participants provides broader coverage.	Full exclusion with limited carve back for specifically identified sudden-and-accidental incidents, including HVAC/fumes.	Excluded with a limited sudden-and-accidental coverage given back.	Standalone insurance product to be evaluated to support a broader pollution liability offering to Members. Consistent with AMLJIA policy.
Exclusion: Sexual Abuse or Molestation (SAM)	Excluded in base form entirely, including for "vicarious liability" but carves back "vicarious liability" only via End. 23. All acts by the same perpetrator(s) against single victim are deemed to be a single Occurrence. \$15.5 mil policy limit is shared among all members, so some members could end up with no coverage if limit "used up" by other members.	Excluded in the base form entirely, whether intentional or not. Carved back for the Member via End. 7 and sublimited to \$1M each victim, \$5M aggregate per perpetrator(s), per Member. Defense costs for individuals accused of abuse (and not convicted) sublimited to \$100K; requires Member approval.	Excluded entirely and added back via endorsement. Coverage provided to each Member on a \$1M per Victim, \$5M per perpetrator basis without aggregate. Specific separation from Sexual Harassment, which is subject to the full Member limit. Defense costs for individuals accused of abuse sublimited to \$100K (but not yet convicted; requires Member approval).	All Members get a guaranteed level of coverage (i.e. APEI Current State) vs. the pool-aggregated coverage of AMLJIA.

APRA Workers' Compensation Coverage Outline

as of September 17, 2024

Item	AMLJIA Current State	APEI Current State	APRA New State	
Longshore and Harbor Workers	Exclusion, given back via Endorsement, but specifically states it does not apply to any other Federal occupational disease law or nonoccupational disability benefits.	Specifically referenced in Part II, Employer's Liability section. Qualifies the coverage as applying to employees "normally employed in the state of Alaska" and the work must be incidental. The term "incidental" is not otherwise defined.	Provide affirmative coverage similar to APEI language. Provide affirmative coverage similar to APEI language. Provide affirmative coverage similar to APEI language. Provide affirmative coverage similar to APEI language.	
Jones Act/Maritime coverage	Excluded with no coverage specifically given back, as well as other Acts including Outer Continental Shelf Lands Act (among others). The AMLJIA policy give back refers to USL&H coverage only.	Affirmative coverage specifically referenced in Part II, Employer's Liability section (Merchant Marine Act of 1920, known as the Jones Act, 46 U.S. Code, Section 688, 1970).		
Coverage for members of the Member's Governing Body	Members of the Member's governing body are covered by WC (but not Employer's Liability).	Members of the Member's governing body are covered by WC and Employer's Liability.	Members of the Member's governing body are covered by WC and Employer's Liability. Language consistent with APEI.	

APRA Workers' Compensation Coverage Outline

as of September 17, 2024

Item	AMLJIA Current State	APEI Current State	APRA New State	
Out of State Workers' Compensation Policies for Employees Based Outside of Alaska	Broker currently purchases coverage for those that need it.	Out of state WC to be handled on an as-needed basis by insurer via individual guaranteed cost policies.	Out of state WC to be handled on an as-needed basis by insurer via individual guaranteed cost policies.	



City of Valdez

212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0268, Version: 1

ITEM TITLE:

Approval to Purchase a 2030 Fire Engine (1) Velocity HDR Pumper from Hughes Fire Equipment Inc. in the Amount of \$1,450,000.00

SUBMITTED BY: Tracy Raynor, Fire Chief

FISCAL NOTES:

Expenditure Required: \$1,450,000 Unencumbered Balance: \$9,337,004 Funding Source: 350-0400-58000

RECOMMENDATION:

Approve the Purchase of a 2030 Fire Engine (1) Velocity HDR Pumper from Hughes Fire Equipment Inc., Including Delivery to Valdez, in the Amount of \$1,450,000.00

SUMMARY STATEMENT:

This apparatus is a 2030 Fire Engine (1) Velocity HDR Pumper manufactured by Pierce Manufacturing, Appleton, Wisconsin, and is a 2030 Major Equipment budgeted item. fire engine will be delivered to Hughes Fire Equipment's dealership in Springfield Oregon for installation of accessories and a final inspection before being transported to Valdez. Cost for delivery of the fire engine to Valdez, as well as two inspection trips by city personnel to the factory is included in the cost.

The purchase price of this fire engine is based on the unit being purchased through HGAC contract FS12-23 valid until 11/30/2027. The budget amount includes a 5% contingency added to cover potential cost increase of goods over the next 54 months.

City Management recommends using the fund balance to cover the shortfall.

The new fire engine replaces a 2010 Pierce Fire Engine that will have reached its 20-year life span and no longer be scored as a front line fire engine with ISO. The new fire engine has a 20-year life expectancy.

Reason behind this early request - We are currently seeing delays in all emergency service vehicle build times. Pierce has a 54 month build time, that is why we are asking to place the order in 2025 with an expected delivery in 2030.

File #: 25-0268, Version: 1

Payment schedule is outlined in the attached proposal.





May 28, 2025

Valdez Fire Department, AK One (1) Velocity HDR Pumper BN1196 Build Location: Appleton, WI

Proposal Price \$1,389,049.00

Less chassis progress payment discount (17,329.00)

Less payment upon completion @ factory discount (13,856.00)

Less 100% pre-payment discount (130,477.00)

Total including all pre-pay discounts \$1,227,387.00

Terms:

Price Expiration: The above pricing is valid until July 24, 2025.

Future Changes: Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and in any such event any resulting cost increases incurred to comply will be added to the Purchase Price to be paid by the Customer and documented on a Change Order.

Component Price Volatility: Company shall not be responsible for any unforeseen price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of contract or purchase order. Any price increase major components of the product will be passed through to the Customer and will be documented on a Change Order. Due to the uncertainty of the current Tariff situation, an adjustment to the above quoted price may be required prior to the listed expiration date.

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 49 to 54 months after contract execution or purchase order. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Payment Terms:

- a. If pre-payment discount options are elected, the following terms will apply:
 - i. Chassis Progress Payment Discount: The chassis progress payment in the amount of \$577,637.00 will be due three (3) months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.
 - ii. Payment Upon Completion at Factory Discount: If elected final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.
 - **iii. 100% Pre-Payment Discount:** If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory.
- **b.** If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.
- c. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

Change Orders: Changes processed after order placement will be processed per the following structure; deductions will be based on the option price at time of order placement, additions will be based on current pricing levels at time of change request.

Consortium Purchase: The proposal is based on the unit being purchased through H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing Program) utilizing contract FS12-23 valid until 11/30/2027 with a registered End User member Interlocal Contract. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond \$3,395.00 may be deducted from the purchase price.

Transportation: Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **\$30,289.00** may be deducted from the purchase price. if this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: Two (2) factory inspection trips for four (4) customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip \$3,150.00 per traveler (per trip) will be deducted from the final invoice.

Cancellation: Cancellation requests after order submission may be subject to cancellation fees.

Acceptance of Proposal:

- **a.** If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature.
- **b.** If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance.
 - i. Purchase orders must be addressed to Hughes Fire Equipment, Inc., 910 Shelley Street, Springfield, Oregon 97477.
 - ii. Purchase order must reference "One (1) Velocity HDR Pumper BN1196 dated 05/28/2025."
 - iii. Purchase order must include the following verbiage if a performance bond is elected, "Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."
 - iv. Purchased order should reference, "Purchased utilizing HGACBuy Contract FS12-23."
 - v. Purchase orders must be signed and dated by authorized personnel.

By signing below you agree to purchase the above apparatus.			
Customer Signature:		-	
Date:			
PO # (if applicable):		-	



City of Valdez

Legislation Text

File #: ORD 25-0007, Version: 1

ITEM TITLE:

#25-07- Amending Chapter 2.24 of the Valdez Municipal Code Titled Code of Ethics. First Reading. Public Hearing.

SUBMITTED BY: Jake Staser, City Attorney/Sheri Pierce, City Clerk

FISCAL NOTES:

Expenditure Required: NA Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

Click here to enter text.

SUMMARY STATEMENT:

The City Council requested a review of the city code of ethics and clarification regarding what constitutes a conflict of interest for city officials. After a review of Chapter 2.24 - Code of Ethics, the City Attorney found the existing language to be over restrictive, taking into consideration that Valdez is a small community. The proposed amendments to Chapter 2.24 align with current language in State Statute.

CITY OF VALDEZ, ALASKA

ORDINANCE #25-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING CHAPTER 2.24 OF THE VALDEZ MUNCIPAL CODE TITLED CODE OF ETHICS

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

<u>Section 1</u>: Title 2, Chapter 2.24, of the Valdez Municipal Code is hereby amended to read as follows:

Chapter 2.24

CODE OF ETHICS

Sections:	
2.24.010	<u>Title</u>
<u>2.24.015</u>	Purpose.
2.24.020	Definitions.
2.24.030	Prohibited acts.
2.24.040	Business dealings with city.
2.24.050	Enforcement.
2.24.060	Advisory opinions.
2.24.070	Penalties—Forfeited position—Exemptions—Injunction
2.24.080	Distribution of code of ethics.
2.24.090	Application of state statutes.

2.24.010 Title

This chapter may be cited and referred to as the Code of Ethics.

2.24.015 Purpose.

A. The purpose of this chapter is to set reasonable standards of conduct for elected and appointed city officials, and for city employees so that the public may be assured that its trust in such persons is well placed and that the officials and employees themselves are aware of the standards of conduct demanded of persons in like office and position. However, it is not the intent of this chapter to set unreasonable barriers that will serve

only to deter aspirants from public service, but rather it is recognized that Valdez is a small, isolated community with a limited pool of talented people from which to draw its leaders. These factors are to be considered in the construction and application of these provisions.

- B. This chapter is also intended to establish a process which will ensure that complaints or inquiries regarding the conduct of elected and appointed city officials and employees are resolved in the shortest practicable time in order to protect the rights of the public at large and the rights of the elected or appointed official. (Ord. 22-09 § 1; prior code § 8A-1)
- <u>C.</u> Where provisions of this chapter differ from the common law principle that an appearance of impropriety alone is sufficient to establish a conflict of interest or an ethical violation, the provisions of this chapter supersede the common law.
- <u>D.</u> Nothing in this chapter shall be interpreted to create a private cause of action against an official, executive, or employee of the municipality.

2.24.020 Definitions.

A. As used in this chapter:

"City employee" or "employee" means any person employed or retained by the city, whether full-time or part-time, temporarily or permanently and includes, but is not limited to, all contract employees and volunteers.

"City official" or "official" means a person who holds elective or appointive office under the Charter or ordinances of the city, or who is a member of a city board, commission, committee, task force or other agency of the city.

"Engaging in business" or "engage in business" means submitting a written or oral proposal or bid to supply goods, services or other things of value, or furnishing goods, services or other things of value, for consideration or otherwise entering into any contract or transaction with the city including but not limited to the lease, sale, exchange or transfer of real or personal property.

"Substantial financial interest" means a direct or indirect monetary pecuniary or material benefit, privilege, interest, or contractual relationship accruing to a city official or employee as a result of the city's consideration of a matter. A determination that an employee or official has a substantial financial interest in a matter must be considered on a case-by-case basis pursuant to Section 2.24.030(A), a contract or transaction by or with the city except for such contracts or transactions which by their terms and by substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. A financial interest does not include city paid remuneration for official duties or city employment. A person has a financial interest in a decision if a substantial possibility exists that a financial interest of that person might vary with the outcome of the decision. A financial interest of an employee or official includes:

- 1. Any financial interest of a member of that person's immediate family;
- 2. Any financial interest in an entity in which that person or a member of his immediate family has an ownership interest, or is a director, officer or employee;
- 3. Any financial interest of a person or entity with whom the employee or official or a member of his immediate family or an entity described in subsection 2 of this definition has or is likely to acquire a contractual relationship relating to the transaction in question.

"Gratuity" means a thing having value given voluntarily or beyond lawful obligation. Gratuities that are not connected with the recipient's status as a public servant are outside the scope of this chapter.

"Harassment" means unwelcome conduct, whether verbal, physical, or visual, that is based on a person's race, color, ancestry, religion, national origin, age, gender, sex, pregnancy, sexual orientation, marital status, disability, genetic information, or veteran status. Harassment may include unwelcome conduct that occurs outside of work during non-work hours if it has consequences in the workplace. Harassment does not include a minor annoyance or disappointment that an employee may encounter in the course of performing the employee's work. Harassment becomes unlawful where:

- 1. Enduring the offensive conduct becomes a condition of continued employment; or
- 2. The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

"Immediate family" of a person means anyone related to that person by blood or current marriage or adoption in a degree up to and including the fourth degree of consanguinity or affinity or any relative or nonrelative who lives in that person's household.

"Official act" or "action" means <u>participation in a process, including deliberation, in which a decision or recommendation is reached. Official action does not include:</u> any legislative, administrative, appointive or discretionary act of any officer or employee of the city or any agency, board, committee or commission thereof.

- 1. Clerical or ministerial action on a matter. For purposes of this chapter, ministerial describes an act or duty that conforms to an instruction of prescribed procedure with limited or no use of judgment by the person performing the act or duty.
- 2. Action on a matter that does not substantially evaluate or impact the merits of the recommendation or decision.

"Organization" means any corporation, partnership, firm or association, whether organized for profit or nonprofit.

"Political activity" means any act for the purpose of influencing the nomination or election of any person to public office, or for the purpose of influencing the outcome of any ballot proposition or question. Informing the public about a ballot proposition or question without

attempting to influence the outcome of the ballot proposition or question is not political activity.

"Sexual harassment" means unwelcome sexual advances, or requests for sexual favors, or verbal/physical/visual conduct of a sexual nature when:

- 1. Submission to the conduct is made an explicit or implicit term or condition of employment;
- 2. Submission to or rejection of the conduct is used as the basis for an employment decision; or
- 3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or hostile work environment. (Ord. 22-09 § 1; prior code § 8A-2)

2.24.030 Prohibited acts.

A. Conflicts of interest.

- 1. Intent. The city recognizes that in a representative democracy, the representatives are drawn from society and, therefore, cannot and should not be without personal and financial interests in the decisions and policies of government. Standards of ethical conduct must distinguish those minor and inconsequential conflicts that are unavoidable in a free society, and those conflicts of interest that are substantial and material. This chapter is not intended to preclude employee or official participation in volunteer activities or on behalf of non-profit corporations.
- 2. Public interest. Officials and employees shall place the public interest above any financial or private interest when taking official action. If a public official employee's relationships or interests prevent the servant from placing the public interest above a financial or private interest, or will diminish the public trust, the public servant shall disclose this fact on the record and may be excused from participation.
- <u>3.</u> <u>General Rule. An official or employee shall not participate in an official action in which they or a member of their immediate family has a substantial financial interest. Prior to participation in official action, the official or employee shall disclose financial interests for determination of whether they are substantial.</u>
- 4. Substantial financial interest determination. Whether the financial interest disclosed is substantial shall be determined on a case-by-case basis, with evaluation and balancing of these factors:
- a. Whether the financial interest is a substantial part of the matter under consideration.
- <u>b.</u> Whether the financial interest directly and substantially varies with the outcome of the official action.

- <u>c.</u> Whether the financial interest is immediate and known or conjectural and dependent on factors beyond the official action.
- <u>d.</u> Whether the financial interest is significant monetarily.
- <u>e.</u> Whether the financial interest is of a type which is generally possessed by the public or a large class of persons to which the member belongs.
- <u>f.</u> Other factors deemed appropriate by the presiding official under the specific circumstances of the disclosure and the nature of the action.
- 4. Procedure for disclosure.
- a. Employees: Employees who identify a potential financial interest requiring disclosure shall disclose to their department director the nature of the interest and how the employee's duties could influence the official action. The department director shall determine if the interest is substantial or refer the matter to the city attorney for an advisory opinion.
- <u>b.</u> <u>Directors: Directors who identify a potential financial interest requiring disclosure shall disclose to the city manager the nature of the interest and how the director's duties could influence the official action. The city manager shall determine if the interest is substantial or refer the matter to the city attorney for an advisory opinion.</u>
- c. City manager and city clerk: A city manager or city clerk who identifies a potential financial interest requiring disclosure shall disclose to the city attorney the nature of the interest and how the city clerk or city manager's duties could influence the official action. The city attorney shall issue an advisory opinion, which may be shared with the city council.
- <u>d.</u> <u>Board members and elected officials:</u> A board member or elected official who identifies a potential financial interest requiring disclosure should seek an advisory opinion from the city attorney in advance of the meeting during which the issue implicating the financial interest is taken up. The following procedure applies:
- i. Prior to comment, deliberation, or decision on a matter coming before the body, the official shall disclose the nature of the interest in sufficient detail to permit the other members of the body to determine if the interest is substantial.
- <u>ii.</u> The presiding officer shall make an initial ruling on whether a disclosed financial interest is substantial, the decision of the presiding officer may be overridden by the majority vote of the body.
- <u>iii.</u> The member of the body making the disclosure shall not rule or vote on whether the financial interest is substantial.
- <u>iv.</u> A member or official shall not be sanctioned for acting in compliance with the determination of the body if the financial interest is fully and fairly disclosed.

- v. The jurisdiction of the body to determine a violation under this chapter by an elected official for participation in a matter after disclosure of a financial interest is expressly limited to the sufficiency of the disclosure.
- A. Official Action. A city official or employee shall not participate in any official action in which he has a financial interest. An official or employee who is a voting member of the city council or a city board, commission or other agency shall publicly disclose any existing or potential financial interest in any matter before the council, board, commission or agency before debate or vote upon the matter and may not participate in the debate or vote upon the decision. No official or employee may testify before the council, board, commission or other agency without first disclosing any financial interest which the official or employee has in the subject of the testimony.
- B. Business Prohibition. No official or employee may engage in business with the city when that person has had substantial involvement in planning, recommending or otherwise supporting the project or transaction at issue. No official or employee shall attempt to influence the city's selection of any bid or proposal, or the city's conduct of business, in which the official or employee has a substantial financial interest. Newly elected or appointed officials and newly hired employees who have preexisting contracts with the city may fulfill the terms and conditions of such contracts without penalty.
- C. Use of Office for Personal Gain. No official or employee shall seek or hold office or position for the purpose of obtaining anything of value for themselves, himself, their his immediate family or a business that they he owns or in which they he holds an interest or for any matter in which they he have has a financial interest. This prohibition shall not apply to the receipt of authorized remuneration for that office or position.
- D. Representing Private Interests. No official or employee shall represent, for compensation, or assist those representing private business or personal interests before the city council, administration, or any city board, commission or agency. Nothing herein shall prevent an official from making verbal or written inquiries on behalf of constituents or the general public to elements of city government or from requesting explanations or additional information on behalf of such constituents. No official may solicit a benefit or anything of value or accept same from any person for having performed this service. This subsection shall not apply if the official or employee, is a party or has an ownership interest or a private interest in an adjudicatory matter before the public body; or the official or employee is appearing at the specific request of the elected or appointed public body.
- E. Confidential Information. No official or employee may disclose information he knows to be confidential concerning the property, government, or affairs of the city unless authorized or required by law to do so.
- F. Outside Activities. An official or employee may not engage in business or accept employment with, or render services for, a person other than the city or hold an office or position where that activity or position is incompatible with the proper discharge of his city duties. or would tend to impair his independence of judgment in performing his city duties. This prohibition shall include but not be limited to the following activities:

- 1. During the term of employment, a city employee shall not be eligible for election to a city office. A city employee shall not be eligible for appointment to a city board that has oversight over the department of employment of that employee.
- 2. A person who holds an appointed city office shall not be eligible for employment with the city, during their term of office, in the department that the appointed office or board has jurisdiction over until one year has elapsed following the term of appointment. An exception may be made with the approval of four or more members of the city council.
- 2. 3. Pursuant to Section 2.3 of the Valdez City Charter, a person who holds or has held an elective city office shall not be eligible for appointment to an office or for employment with 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 city council.
- G. Gratuities.
- 1. General rule. No official or employee shall accept a gratuity from any person engaging in business with the city or having a financial interest in a decision pending with the city <u>under circumstances where the timing and nature of the gratuity would cause a reasonable person to question the official or employees' judgement in exercising official <u>city duties.</u> No official or employee shall give a gratuity to another official or employee for the purpose of influencing that person's opinion, judgment, action, decision or exercise of discretion as a city official or employee. This subsection does not prohibit accepting:</u>
- 2. Examples. Unless other factors of influence are present or inconsistent with the general rule, an official or employee may accept the following gifts:
- a. 1. A meal.
- <u>b.</u> 2. Discounts or prizes that are generally available to the public or large sections thereof.
- <u>c.</u> 3. Gifts presented by employers in recognition of meritorious service or other civic or public awards.
- d. 4. A candidate for public office accepting campaign contributions.
- <u>e.</u> 5. An occasional nonpecuniary gift insignificant in value.
- <u>f.</u> <u>Tickets, including entry and meal, to events held by a non-profit organization.</u>
- g. 6. Any gift which would have been offered or given to the official or employee him if they he were not an official or employee.
- H. Use of City Property. No official or employee may request or permit the use of city vehicles, equipment, materials or property for a noncity purpose, including but not limited to private financial gain, unless that use is available to the general public on the same terms or unless specifically authorized by the city council.

- I. Political Activities—Limitations of Individuals. Appointed officials and employees may not take an active part in a political campaign or other matter to be brought before the voters when on duty. Nothing herein shall be construed as preventing appointed officials or employees from exercising their voting franchise, contributing to a campaign or candidate of their choice or expressing their political views when not on duty or otherwise conspicuously representing the city.
- J. Political Activity—Limitation on City Government. The city may prepare and disseminate general, objective information about the issues to be voted on in local elections. Such material shall be devoid of biased statements or slant and, where appropriate, may contain pro and con statements of equal weight and value.
- K. Influencing Another Council Member's Vote. A city council member may not attempt to influence another council member's vote or position on a particular item through contact with a city council member's employer or by threatening financial harm to another city council member.
- L. Harassment and Discrimination. The city will not tolerate, condone, or permit unlawful harassment, including sexual harassment, or discrimination on the basis of race, religion, color, national origin, age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood. All officials or employees who instigate or participate in unlawful harassment, including sexual harassment, or discrimination against any employee or official will be subject to disciplinary action. All officials and employees shall also refrain from discriminating against or harassing citizens and others while acting in an official capacity.
- M. Retaliation. It is a violation of law to retaliate against a person who has opposed practices forbidden under Alaska Statutes Sections 18.80.220 through 18.80.280 or who has reported or participated in the investigation of an allegation of harassment or discrimination. An employee or official may not engage in retaliation. All officials or employees who instigate or participate in retaliation against any employee or official will be subject to disciplinary action.
- N. Hostile Work Environment. Discriminatory behavior or harassment sufficiently severe or pervasive to alter the conditions of the subject's employment and to create a hostile work environment violates Alaska Statutes Section 18.80.220 and is prohibited. All officials or employees who instigate or participate in unlawful harassment or discrimination that creates a hostile work environment will be subject to disciplinary action. (Ord. 22-09 § 1; Ord. 94-13 § 1; Ord. 94-12 § 1; prior code § 8A-3)

2.24.040 Business dealings with city.

In accordance with Section 12.4 of the Charter of the city of Valdez:

A. Before a city official or employee, or an organization or entity in which the official or employee has a financial interest, engages in business with the city, the official or employee shall file with the city clerk a statement, under oath, setting forth the nature of such business dealings and their his interest therein, not less than ten days before the

date when official action may be taken by the council or by any officer, employee, commission or other agency of the city upon the matter involved. If all other provisions of this chapter are complied with, the statement shall be sufficient for continuing transactions of a similar or like nature for one year from the date of its filing. However, if an employee or official has violated any of the provisions of this chapter, they he shall be precluded from dealing with the city on that particular matter.

B. Upon taking office, or upon subsequently acquiring the interest, an official or employee shall file with the city clerk a statement disclosing any financial interests of the official or employee in an organization engaging in business with the city. (Ord. 22-09 § 1; prior code § 8A-4)

2.24.050 Enforcement.

- A. The city council shall have the primary responsibility for the enforcement of this chapter with regard to the conduct of city officials and shall ensure that a determination of the validity of a complaint is made within thirty days or as soon as practicable after receipt of the complaint. The city manager shall have the primary responsibility for the enforcement of this chapter with regard to the conduct of employees pursuant to the personnel regulations and other applicable policies.
- B. With regard to complaints regarding the conduct of city officials, the city council may direct the city attorney to investigate or prosecute any apparent violation of this chapter or it may employ or appoint any qualified attorney to investigate or prosecute any violation or series of violations by one or more persons of this chapter. The city council may establish policies and procedures related to the investigation of complaints against city officials for violation of any portion of this chapter. Investigation of complaints regarding the conduct of employees or complaints made by employees regarding the conduct of the city manager shall proceed in accordance with the personnel regulations.
- C. Any person who believes that a violation of any portion of this chapter has occurred may file a complaint with the city attorney, city manager or the city council. Complaints by employees related to the conduct of other employees or the city manager shall be made in accordance with the personnel regulations. However, nothing in this chapter shall be construed to prevent complainants from instituting direct legal action through the appropriate judicial authority. A complainant who is also an employee or official shall be protected from any official acts of retaliation for filing a complaint that has a reasonable foundation. (Ord. 22-09 § 1; prior code § 8A-5)

2.24.060 Advisory opinions.

A. Where any official or employee has a doubt as to the applicability of any provision of this chapter to a particular situation, or as to the definition of terms used herein, they he may apply in writing to the city attorney for an advisory opinion. The official or employee shall have the opportunity to present their his interpretation of the facts at issue and of the applicability of provisions of the chapter before such advisory opinion is made.

- B. Such opinion until amended or revoked shall be binding on the city in any subsequent actions concerning the public official or employee who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion. An advisory opinion shall be applicable and binding only to the particular set of facts and instance of conduct for which it was requested and shall have no force or effect for purposes of general application. Such opinion shall not be binding or admissible in evidence in any action initiated by any private citizen.
- C. Any advisory opinion prepared by the city attorney may be made public. However, the name of the person requesting the opinion and the names of all persons or business entities mentioned in the opinion and other such identifying criteria shall be deemed confidential information and shall not be disclosed by the city attorney unless the official or employee waives such confidentiality. (Ord. 22-09 § 1; prior code § 8A-6)

2.24.070 Penalties—Forfeited position—Exemptions—Injunction.

- A. Any official or employee who willfully and knowingly violates any of the provisions of this chapter shall be guilty of a violation subject to punishment pursuant to Section 1.08.010.
- B. Upon conviction for any violation of this chapter of any official or employee, such official or employee shall immediately forfeit his office or position.
- C. The city council may elect not to prosecute an employee or official whose conduct is believed to constitute a violation of this chapter if it is determined that prosecution of the employee or official is not necessary in the public interest.
- D. Any contract or transaction which was the subject of an official act or action of the city in which there is an interest prohibited by this chapter, or which involved the violation of a provision of this chapter, shall be voidable at the option of the city.
- E. The city may, where a violation of the provisions of this chapter is threatened or has occurred, bring civil action or proceeding at law or in equity for a judgment enjoining any violation of the provisions of this chapter or requiring the relinquishment of any prohibited interest or the voiding of any such contract or transaction, taking into account the interests of the city and any third persons who may be injured thereby. Where it is determined that the public interest may best be served by not voiding a contract or transaction entered into in violation of this chapter, such contract or transaction may be enforced. An action or proceeding may be brought against any official or employee found in violation of provisions of this chapter for damages not to exceed twice the damages suffered by the city or twice the profit or gain realized by the official or employee, whichever is greater. (Ord. 22-09 § 1; prior code § 8A-7)

2.24.080 Distribution of code of ethics.

The city clerk shall cause a copy of this chapter to be distributed to every official and employee of the city within thirty days after its enactment. Each official and employee

elected, appointed or engaged thereafter shall be furnished a copy before entering upon the duties of his office or employment. (Ord. 22-09 § 1; prior code § 8A-8)

2.24.090 Application of state statutes.

- A. Nothing in this chapter is intended to curtail, modify or otherwise circumvent the application of the Alaska Statutes to any conduct involving bribery or other offenses against public administration.
- B. City "officers" as defined by Alaska Statutes Chapter 39.50 are exempt from making the financial disclosures required by that statute. (Ord. 22-09 § 1; prior code § 8A-9)

<u>Section 2</u>: This ordinance shall take effect immediately following adoption by the Valdez City Council.

PASSED AND APPROVED BY	THE CITY COUNCIL OF THE CITY OF VALDEZ
ALASKA thisday of	, 2025.
	CITY OF VALDEZ, ALASKA
ATTEST:	
	Dennis Fleming, Mayor
Sheri L. Pierce, MMC, City Clerk	First Reading:
	Second Reading:
APPROVED AS TO FORM:	Ayes:
	Noes:
	Absent:
Jake Stasser, City Attorney	Abstain:
Brena, Bell, & Walker, P.C.	



City of Valdez

Legislation Text

File #: RES 25-0029, Version: 1

ITEM TITLE:

#25-29 - Authorizing the Submission of a 2025 T-Mobile Hometown Grant Application for the Multi-Phase Wayfinding Project

SUBMITTED BY: Martha Barberio, Economic Development Director

FISCAL NOTES:

Expenditure Required: na Unencumbered Balance: na

Funding Source: na

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

The City Manager of the City of Valdez is authorized by Valdez City Council to submit a grant application to T-Mobile for the Wayfinding Project by utilizing the T-Mobile Hometown Grant program with total project costs not to exceed \$50,000

The wayfinding project celebrates the city's rich heritage, cultural identity, and sense of place through vibrant disposable murals and interpretive signage. By connecting key landmarks and local stories, the project transforms Valdez into a walkable, open-air gallery that inspires pride, reflection, and exploration for residents and visitors alike.

CITY OF VALDEZ, ALASKA RESOLUTION #25-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING THE SUBMISSION OF A 2025 T-MOBILE HOMETOWN GRANT APPLICATION FOR THE MULTI-PHASE WAYFINDING PROJECT

WHEREAS, this grant aligns with City Councils priority to Grow the Local Economy and Businesses, and

WHEREAS, this grant will help to grow the local economy and businesses by funding creative placemaking that attracts visitors, supports local entrepreneurs, and revitalizes Valdez's downtown core, and

WHEREAS, the City of Valdez seeks to apply for the T-Mobile Hometown Grant program; and

WHEREAS, there is no matching fund requirement.

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

The City Manager of the City of Valdez is authorized by Valdez City Council to submit a grant application to T-Mobile for the Wayfinding Project by utilizing the T-Mobile Hometown Grant program with total project costs not to exceed \$50,000

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 17th day of June 2025.

	City of Valdez, Alaska
	Dennis Fleming, Mayor
ATTEST:	Definis Fleming, Mayor
Sheri L. Pierce, MMC, City Clerk	



City of Valdez

Legislation Text

File #: 25-0269, Version: 1

ITEM TITLE:

Auction Report: 2015 Mitsubishi FG35 Forklift

SUBMITTED BY: John Witte, Public Works Director

FISCAL NOTES:

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

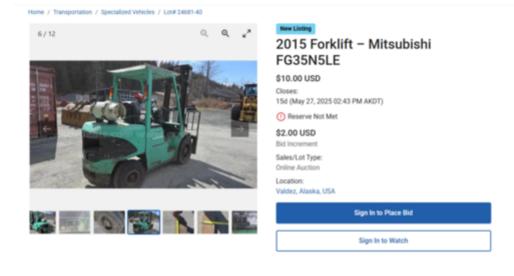
Funding Source: N/A

RECOMMENDATION:

Receive and file the auction results for the 2015 Mitsubishi FG35 Forklift.

SUMMARY STATEMENT:

The 2015 Mitsubishi FG35 Forklift was auctioned in accordance with Valdez Municipal City Code 4.06.020. The vehicle was sold for \$3,175.00, with a fair market value set at \$3,500.00. and a reserve set at \$1,750.00. The proceeds from this sale will be utilized in accordance with the City's budgeting processes.





Fair Market Value Approval Form For Disposal of Surplus Personal Property

	,								
Item to be Sold:	2015 Forkl	ift – Mitsubishi FG35N5LE							
Description of the Item:	with a 7,00 reliable lifti pneumatic ergonomic model is id	The 2015 Mitsubishi FG35N5LE is a rugged LPG-powered forklift with a 7,000 lb lifting capacity and a durable 2-stage mast for reliable lifting in industrial and outdoor environments. It rides on pneumatic tires, making it suitable for rough terrain, and features ergonomic controls and a dependable Mitsubishi engine. This model is ideal for heavy-duty applications in construction, manufacturing, and lumber operations.							
Issues/Damages of the Item:	 The forklift runs and drives. The left rear steering linkage is functional but needs repair. The radiator cooling fan is inoperable. Tires are worn and will need replacement for safe operation. 								
Date of Purchase:		2015							
Original Purchase	Price:	\$35,000.00							
Estimated Fair Ma	rket Value	\$3,500.00							
Auction Reserve I	Price	\$1,750.00 □ No Reserve							
Department Director Signature:									
	ee with the f agree with th	air market value and reserve price of the item. ne fair market value and reserve price of the item.							



Fair Market Value Approval Form For Disposal of Surplus Personal Property City Manager Signature:

5/12/25 Printed Name/Title: Nathan Duval, City Manager Date:

Include pictures with this form for the City Manager.



The 2015 Mitsubishi FG35N5LE forklift, in poor condition, is estimated to be valued between **\$4,000** and **\$6,000**. This valuation considers factors such as high operational hours, mechanical issues, cosmetic damage, and the absence of warranties. <u>IronPlanet</u>

Factors Influencing the Valuation

- Operational Hours: Forklifts with over 10,000 hours typically see significant depreciation. For instance, a 2014 Mitsubishi FG35 with 10,105 hours sold for \$4,000 at auction .lronPlanet
- **Mechanical and Cosmetic Condition**: Units requiring major repairs or exhibiting significant wear and tear are valued lower.
- Market Comparisons: Similar models in better condition have sold for higher prices. For example, a 2015 Mitsubishi FG25N with 5,700 hours was listed at \$16,500, while another with 1,265 hours was priced at \$17,500.
 MyLittleSalesman.com+1Mascus USA+1IronPlanet+4Machinery Pete+4Equipment Trader+4pmhsi.com
- Auction Sales: A 2015 Mitsubishi FG25N with 3,205 hours sold for \$6,000, indicating that forklifts in better condition command higher prices. <u>IronPlanet</u>





City of Valdez

Legislation Text

File #: 25-0270, Version: 1

ITEM TITLE:

Verbal Report: Monthly Projects Update

SUBMITTED BY: Scott Benda, Capital Facilities Director

FISCAL NOTES:

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

Funding Source: N/A

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

A verbal report will be presented to the Council on the project statuses.

General information can be found on the City website. at www.valdezak.gov/520/Featured-Projects http://www.valdezak.gov/520/Featured-Projects



City of Valdez

212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0271, Version: 1

ITEM TITLE:

Report - GFOA Distinguished Budget Award

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

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

Funding Source: n/a

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

For the 6th consecutive year, the City of Valdez Finance Department has been awarded the Government Finance Officers Association (GFOA) Distinguished Budget Award.

To earn recognition, budget documents must meet program criteria and excel as a policy document, financial plan, operations guide, and communication tool. This represents the 10th Award of GFOA's Distinguished Budget Award to City of Valdez since the program's inception in 1984, established to encourage and assist state and local governments to prepare budget documents of the very highest quality.

Having a document of nationally recognized standards is a significant achievement, however, the Finance Department's priority lies in creating a document that is readable, communicative, and digestible as it relates to the City's financial plan and we openly seek feedback from the Public, City Council, and City Staff on improvements to content, graphics, and readability of the document.

A letter from GFOA is included that suggests corrective action related to the refinement of Performance Measures in order to continue to be eligible for future awards. Staff is committed to ensuring these criteria are established for the best interest of the organization in order to demonstrate results via the Budget Document.

In an effort to keep packet size minimal please see the final document online at: valdezak.gov > Departments > Finance > Budget and Financial Statements > 2024 Adopted Budget

City Budget and Financial Statements | Valdez, AK - Official Website https://www.valdezak.gov/318/City-Budget-and-Financial-Statements



GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Valdez Alaska

For the Fiscal Year Beginning

January 01, 2025

Executive Director

Christopher P. Morrill



May 29, 2025

Casey Dschaak Budget and Financial Analyst City of Valdez, Alaska

Dear Casey:

A panel of independent reviewers have completed their examination of your Annual budget document for the period beginning January 2025. We are pleased to inform you that the panel has voted to award your budget document the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA). Please note that the Award has been granted on a qualified basis.

As you know, certain criteria of the Budget Awards Program are mandatory. Normally, failure to satisfy one of the mandatory criteria as determined by two or all three reviewers would preclude an organization from obtaining the award. Our review indicated that your budget document failed to satisfy the following criteria:

Performance measures

Because of your organization's past participation in the Budget Awards Program, this deficiency will not disqualify your budget document from receiving the Award this year. However, we encourage your entity to correct this deficiency by your next budget submission, or within two budget cycles at the latest, in order to continue to be eligible to receive the GFOA's Distinguished Budget Presentation Award.

Your Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption.

Your electronic award package contains the following:

- Scores and Comments. Each entity submitting a budget to the program is provided with reviewers' scores for each of the categories on which the budget document was judged along with reviewers' confidential comments and suggestions for possible improvements to the budget document. We urge you to carefully consider these suggestions as you prepare your next budget.
- **Budget Award**. A camera-ready reproduction of the Award is included for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. Please refer to the instructions for reproducing your Award in your next budget (also included in your award package).
- Certificate of Recognition. When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award.
- **Sample press release.** Attaining this Award is a significant accomplishment. The sample press release may be used to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if the government is a first-time recipient or has received the Award fifteen times since it received its last plaque) or a brass medallion to affix to the plaque.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Awards Programs staff at (312) 977-9700.

Sincerely,

Michele Mark Levine

Director, Technical Services Center

Melele Mark Line



GFOA Distinguished Budget Presentation Awards Program Scores and Comments

City of Valdez, Alaska Member ID: 224322001

Member ID: 224322001 Fiscal Year Begin: January 2025

Application #: BAP-2025-9951258 Budget Period: Annual

Award Decision: Qualified

Scoring Grade: 1 = Information Not Present, 2 = Does Not Satisfy Criterion, 3 = Proficient, 4 = Outstanding

Reviewer	Reviewer	Reviewer	Reviewer
<u>Scoring</u>	<u>Comments</u>	<u>Comments</u>	<u>Comments</u>
#1 #2 #3	#1	#2	#3

			#1	#2	#3	#1	#2	#3
Int	trodu	ction and Overvi	ew					
*	C1	Table of Contents (mandatory)	4	3	4	The TOC provides links to the related pages and the document's page numbers align to those in the pdf file.	I was able to find a table of contents that provided an easy way to navigate the document, thus I rated this section proficient. As a reminder, table of contents can now refer and even link to items outside of the budget document.	The table of contents is excellent is assisting to navigate the budget.
*	P1	Strategic Goals & Strategies (mandatory)	3	3	4	The budget message summarizes the strategic priorities well, as well as how they are developed and their role in the budget.	I rated the entity's strategic goals and strategies for reaching those goals in the near and long-term as proficient. A link to the entity's strategic plan document and provide more detail on the action plans to implement the strategic plan.	The strategic goals, the process to update them annually and the public facing messaging is outstanding.
*	P2	Priorities and Issues (mandatory)	3	3	3	The budget message summarizes the issues, strategic priorities and responses developed as part of this budget.	The budget document did a proficient job of highlighting the priorities and issues of the entity against the constraints.	
*	C2	Budget Overview (mandatory)	3	2	3	The combining funds schedule on page 27 does this well. Consider summarizing the financial plan as part of future budget messages.	A graphic of where funds are spent isn't proficient. The budget overview provided summary of budget trends. Budget overview should also summarize changes between proposed and adopted budget I would recommend the staff review the examples on the Government Finance Officers Association website.	

Financial Structure, Policy, and Process

Page 1 of 6 162



GFOA Distinguished Budget Presentation Awards Program Scores and Comments

Fiscal Year Begin: January 2025

City of Valdez, Alaska Member ID: 224322001

Application #: BAP-2025-9951258 Budget Period: Annual

*	01	Organization Chart (mandatory)	3	3	3	A citywide organization chart is provided.	The budget document included an organizational chart. Organization chart may consider how structure helps achieve mission.	
	F1	Fund Descriptions and Fund Structure	4	3	3	Funds are described and the fund structure is illustrated. Major funds are identified.	The budget document included information on fund description and a relationship of funds to the budget. This included description of the major funds and where those funds are appropriated.	
	02	Department/ Fund Relationship	3	3	4	The fund / department relationships are illustrated in a table.	The budget document included tables, charts and other ways to demonstrate the relationship between the departments and the functional units. In addition, the department/fund relationship was described.	The graph makes the relationship between the funds and the departments/functional units very clear.
	F2	Basis of Budgeting	3	3	3	Described as modified accrual.	The budget document included the basis of budget. A statement was included the basis of budget is the same as the basis of accounting for the audited financial statements	
*	Р3	Financial Policies (mandatory)	3	3	3	Financial policies are summarized and a link to the charter for more detail is provided. Consider ways to illustrate how the budget conforms to the policies.	The budget document included the basis of budget. A statement was included the basis of budget is the same as the basis of accounting for the audited financial statements	
*	P4	Budget Process (mandatory)	3	3	3	The budget process is described and a calendar of related events is provided.	The budget document provided an overview of the budget process. I was able to find a budget calendar to supplement the narrative information. I thought the document could have been clearer on the discussion on legal level of budget control.	

Financial Summaries

Page 2 of 6 163



GFOA Distinguished Budget Presentation Awards Program Scores and Comments

City of Valdez, Alaska Member ID: 224322001

Application #: BAP-2025-9951258

Fiscal Year Begin: January 2025

Budget Period: Annual

*	F3	Consolidated Financial Schedule (mandatory)	4	3	3	The combining funds schedule illustrates the revenues, expenditures and fund balances of the funds and the city as a whole very clearly.	The budget document also did a proficient job of providing a consolidated financial schedule. This included a statement the budget complies with all relevant financial policies.	
	F4	Three Year Consolidated and Fund Financial Schedules	3	3	3	Financial schedules include prior year's history as context for the budget year.	The entity effectively summarized major revenues and expenditures, providing a clear and comprehensive overview of total resources. They demonstrated proficiency in presenting other financing sources and uses, ensuring stakeholders have a complete understanding of the financial landscape.	
*	F5	Fund Balance (mandatory)	3	3	3	Fund balances are illustrated and discussed briefly.	I was able to find within the document a three-year consolidated and fund financial schedule, so I rated this section as proficient.	
*	F6	Revenues (mandatory)	3	2	3	Revenues are illustrated in the financial schedules and the larger revenue sources are described well.	There should be additional details about the methodology and approach to revenue and trends. The trends are shown but the drivers of the revenue changes could be more thorough. Revenues could be enhanced with trend charts.	
	F7	Long-Range Financial Plans	2	2	3	Consider including forecasts of long-range operating fund budgets.	I would like to see a stronger statement that the financial document complies with relevant financial policies. I would like to see long-range financial plans that extended two years beyond the budget. Long-range operating financial plans should consider unfunded liabilities and go beyond just the general fund.	

Capital & Debt

Page **3** of **6**



GFOA Distinguished Budget Presentation Awards Program Scores and Comments

Fiscal Year Begin: January 2025

City of Valdez, Alaska Member ID: 224322001

Application #: BAP-2025-9951258 Budget Period: Annual

*	F8	Capital Program (mandatory)	3	2	3	Capital program budgets include a descripition of the approach, sources of capital funds a list of approved projects and anticipated operating budget impacts.	The budget document included information on Capital Expenditures. However, I was unable to find information of the process for identifying and choosing funded projects, nor information on the impact on operations and maintenance. Thus, I rated this section as less than proficient.	
*	F9	Debt (mandatory)	3	2	3	Debt is described well including legal limits, bond ratings, the purposes of existing debt and amortization over time.	Needs a clear discussion of debt policy, debt obligations, payment schedule, and legal debt limit; including an explanation of the effect the existing debt levels have, if any, on current operations; the document needs to work	

on it.

De	Departmental/Program Information								
*	03	Position Summary Schedule (mandatory)	3	3	4	A multi-year personnel summary schedule is provided. Consider describing the rationale for increases in the headcount.	The document also included a description of the current and future positions summary. I was able to find a summary of position count and an explanation in changes in staffing levels from previous years' budget.	The increase in staffing of 2.5 FTE adjacent to the position summary is outstanding.	
*	04	Departmental/ Program Descriptions (mandatory)	3	3	3	Departments and their programs are described briefly.	I was able to find within the document a clear description of each department and a description of the unit's function so I rated this section as proficient.		
	O5	Departmental/ Program Goals and Objectives	3	2	3	Programmatic "focus" could be construed as the goals or objectives but they should be more specific to improvements intended to be made during the budget period.	Department goals need to be quantifiable and time-based. For many of the unit/department this information was not provided.		

Page **4** of **6 165**



GFOA Distinguished Budget Presentation Awards Program Scores and Comments

Fiscal Year Begin: January 2025

City of Valdez, Alaska Member ID: 224322001

Application #: BAP-2025-9951258 Budget Period: Annual

*		Performance Measures (mandatory)	2	2	3	I felt that the lack of actual metrics made this less than what's needed to meet the standard.	Without goals that are quantifiable for each unit/department it is difficult to have metrics that measure them. I would suggest the staff review the examples on the Government Finance Officers Association website.	
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ocum	ent-Wide Criteria	1					
С3	Statistical/ Supplemental Section	3	3	3	Information about the city and the community provide context for the budget.	The budget document includes comprehensive statistical information that defines the community. This encompasses data on population size, composition, land area, and average household income. These statistics are presented in a clear and accessible manner, providing a detailed demographic profile of the community	
C4	Glossary	3	3	3	A glossary of key terms and acronyms is included.	I also noticed the budget document had a glossary and the key words were located in it, thus I rated this section as proficient.	
C5	Charts and Graph	4	3	3	Charts, graphs and table help convey financial data and trends. The visual indicators used throughout the budget are a nice feature.	The budget document was full of useful charts and graphs making this section as proficient. The graphs and charts really conveyed the messages in the text.	
C6	Understandability and Usability	4	3	3	The document was formatted well and easy to use.	The budget was proficient for understanding and usability. The font is readable and the pages are in a numerical sequence. • As a reminder, understandability and usability encourages governments to use other forms of communication for budgets including videos, social media, and/or websites.	Consider making the performance measures clearer and labeling them as measures/.

Page **5** of **6 166**



GFOA Distinguished Budget Presentation Awards Program Scores and Comments

City of Valdez, Alaska Member ID: 224322001

Member ID: 224322001 Fiscal Year Begin: January 2025

Application #: BAP-2025-9951258 Budget Period: Annual

Overa	Overall Score							
	Overall as a Policy Document	3	3	3				
	Overall as a Financial Plan	3	3	3				
	Overall as an Operations Guide	3	3	3				
	Overall as a Communication Device	4	3	3				

****** END OF SCORES AND COMMENTS FOR BAP-2025-9951258 *********

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City of Valdez

212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0272, Version: 1

ITEM TITLE:

Report: Issuance of Temporary Land Use Permit #25-06 for Wilson Brothers Distributing for Six Months, for a 1.44-acre portion of 226 S Harbor Drive, Tract G, Harbor Subdivision

SUBMITTED BY: Nicole Chase, Senior Planner

FISCAL NOTES:

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

Funding Source: N/A

RECOMMENDATION:

N/A report only

SUMMARY STATEMENT:

Community Development Department staff received a temporary land use permit application from Wilson Brother's Distributing Company for use of an approximately 1.44-acre portion of 226 South Harbor Drive, Tract G, Harbor Subdivision owned by the City of Valdez.

Wilson Brother's has requested use of the property for parking of refrigeration trailers for fish processing, and a truck to move the trailers. They requested to use the property for six months starting June 1. Wilson Brother's obtained at temporary land use permit for use of this property in 2022, 2023, and 2024. This year's permit request was for the same use and area as 2023 and 2024.

Pursuant to Valdez Municipal Code 17.12.120 (F)(2) Long-term permits may be approved by the Planning and Zoning Commission pursuant to Table 17.12.030-1. Long-term permit activities that reoccur on an annual basis may be renewed annually, with approval by the Planning Director, if the duration of the use exceeds one year, and may be renewed for a maximum of four years. After four years the reoccurring use must go through the full application and approval process. Minor changes to the original permit may be reviewed and approved by the Planning Director during the renewal process if the changes do not change the extent, intensity, or use approved in the original permit.

Public Works Director, Capital Facilities Director, and Ports and Harbors Director were solicited for

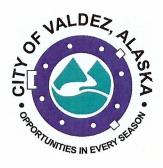
File #: 25-0272, Version: 1

comments on the application and expressed no objection to the use requested.

Pursuant to Valdez Municipal Code 17.12.120 (G) Approval Criteria, staff review of the proposed temporary use request found that all 10 approval criteria were satisfied.

Temporary land use permit 25-06 was administratively authorized under this provision since the Planning and Zoning Commission previously authorized this use under temporary land use permit 24 **-**09.

Fees for temporary land use permits of this type were established by City Council with Resolution #23-43 which states that "For temporary land use permits for areas that are less than two acres in size, the fee shall be a flat monthly rate of \$311.00, or a pro-rated daily rate of \$11 per day for those periods less than one month." For the term requested the permit fee is \$1,866.00.



<u>CITY OF VALDEZ</u> TEMPORARY LAND USE PERMIT AGREEMENT

Permit No. 25-06

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this 2 day of May, 2025 by and between the CITY OF VALDEZ, an Alaska municipal corporation (hereinafter referred to as "Valdez"), whose address is P.O. Box 307, Valdez, Alaska, 99686, and WILSON BROTHERS DISTRIBUTING COMPANY, (hereinafter referred to as "Permittee"), whose address is PO Box 3625, Valdez, Alaska 99686.

WITNESSETH:

- 1. <u>Permit</u>. Valdez hereby grants to Permittee the right and privilege to be present upon the following described real property belonging to Valdez pursuant to the terms of this Permit Agreement:
 - 1.44 Acre Portion of 226 South Harbor Drive Tract G, Harbor Subdivision (See Exhibit "A")
- 2. <u>Term and Termination</u>. Permittee may use the Property for the purposes set forth herein beginning on the **1st day of June**, **2025 and continuing until the 30th day of November**, **2025.** In no circumstance shall this Permit exceed six months in duration. The City of Valdez, may at its sole discretion terminate this Permit at any time for any reason with 30 days' written notice to Permittee. Permittee shall vacate the property within thirty days from receiving written notification from the City of Valdez.
- 3. <u>Use</u>. Permittee shall use the Property for parking and staging of refrigeration trailers and a generator for supplying power to the units and for no other purpose whatsoever without the prior written consent of the City of Valdez. Wilson Brother's Distributing Company shall maintain a free and clear access aisle for Port access to the rear of the property. Use of the Property under this Permit shall not adversely impact public access or Valdez operations. No permanent structures shall be erected on the property; and no permanent alteration of the land shall occur.

Page 1 of 6

- 4. <u>Permittee Not a Lessee</u>. No legal title or leasehold interest in the Property shall be deemed or construed to have been created or vested in Permittee by anything contained herein. The purpose of this permit is to convey a non-possession interest by the City of Valdez to Permittee in that certain property (not to exceed two acres) described in paragraph 1 above. The City of Valdez shall maintain all right, title, and interest in that Property as fee simple owner thereof, and Permittee by virtue of this Permit has only the right and privilege to be present upon the Property and to make use of it for the purpose set forth in paragraph 3 above.
- 5. <u>Fee</u>. In consideration for use of land owned by the City of Valdez, Permittee agrees to pay in advance a lump sum equal to a flat monthly fee of three hundred fifty dollars (\$311.00) per month of occupancy plus a pro-rated daily rate of eleven dollars (\$11.00) per day for the number of days this permit is in effect other than a full month.
- 6. <u>Insurance Requirement</u>. The Permittee shall, at its own expense, purchase, maintain and otherwise keep in force the following insurance for the duration of this Agreement. The City shall be notified immediately prior to any termination, cancellation, or any other material change in such insurance. The Permittee shall provide the City a Certificate of Insurance prior to the commencement of any activity undertaken in connection with this Temporary Land Use Permit Agreement. Failure to provide adequate proof of insurance prior to the occupation of the Property will result in revocation of the Permit.

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

Minimum limits:

\$1,000,000 Each Occurrence

\$100,000 Damage to Rented Premises

\$5,000 Medical Payments

\$1,000,000 Personal & Adv Injury \$2,000,000 General Aggregate

\$2,000,000 Products and Completed Operations Aggregate

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

<u>Workers' Compensation:</u> Permittee shall maintain Workers' Compensation and Employer's Liability Insurance.

Minimum Limits:

- 1. Workers' compensation statutory limit
- 2. Employer's liability:

\$100,000 bodily injury for each accident

\$100,000 bodily injury by disease for each employee

TEMPORARY LAND USE PERMIT NO. 25-06

Page 2 of 6

\$500,000 bodily injury disease policy limit

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

- 7. <u>Maintenance</u>. Permittee agrees to maintain the property in a neat and orderly fashion. Upon termination of this Permit, Permittee agrees to leave the premises in a neat and clean condition.
- 8. <u>Mechanic's Liens</u>. Permittee shall pay all costs for construction done by it or caused to be done by it on the Property as permitted by this Permit. Permittee agrees not to construct any permanent structures on the property.
- 9. <u>Utilities</u>. Permittee shall be solely liable for and shall timely pay when due all expenses and fees for all utilities used or consumed with respect to the Property. The Permittee shall be required to provide and maintain sanitary facilities to include, but not be limited to, port-a-potties and garbage dumpsters.
- 10. <u>Exculpation of Valdez</u>. Valdez shall not be liable to Permittee for any damage to Permittee or Permittee's property from any cause. Permittee waives all claims against Valdez for damage to persons or property arising from any reason.
- 11. <u>Indemnity</u>. Permittee shall hold the City of Valdez harmless from and against any and all damages arising out of any damage to any persons or property occurring in, on, or about the Property.
- 12. <u>Condemnation</u>. If during the term of this Permit there is any taking by condemnation of the Property or any interest in this Permit, this Permit shall terminate on the date of taking. Any condemnation award shall belong to and be paid to The City of Valdez, and Permittee hereby assigns to the City of Valdez Permittee's interest therein.
- 13. <u>No Encumbrance or Assignment Permitted.</u> Permittee shall not voluntarily encumber its interest in this Permit or in the Property or attempt to assign all or any part of the Property, or allow any other person or entity, except its authorized representatives, to occupy or use all or any part of the Property.
- 14. <u>Default</u>. The occurrence of any of the following shall constitute a default under this Permit by Permittee:
- (a) Failure to pay fees when due, if the failure continues for fifteen (15) days after written notice for payment;

TEMPORARY LAND USE PERMIT NO. 25-06

- (b) Any default in or failure to perform any term, covenant, or condition of this Permit;
- (c) The cessation by Permittee of the operation of the Permittee's business located on the Property for a period of thirty (30) days;
- (d) The making of any assignments for the benefit of creditors of Permittee, the appointment of a receiver for Permittee's business, the entry of an Order for Relief as to Permittee under the United States Bankruptcy Code as now in effect or hereafter amended, the insolvency of Permittee, or any similar situation.
- 15. <u>Remedies</u>. In the event of any default by Permittee under the provisions of paragraph 14 of this Permit, all of Permittee's rights hereunder shall immediately terminate; and the City of Valdez may, in addition to any rights and remedies that it may be given by statute, common law, express agreement, or otherwise, enter and take sole possession and control of the Property.
- 16. <u>Valdez' Entry on Premises</u>. The City of Valdez shall have the right to enter the Property at any time and, in view of the fact this Permit constitutes a license on real property rather than a lease, shall at all times remain in possession of the Property.
- 17. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Permit. Either party may change its address by notifying the other party of the change of address. Such notices shall be deemed given when mailed irrespective of whether or not they are received.
- 18. <u>Modification, Amendment, Waiver</u>. No delay or omission in the exercise of any right or remedy of the City of Valdez on any default by Permittee shall impair such a right or remedy or be construed as a waiver. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and authorized by both parties.
- 19. <u>Governing Law/Jurisdiction</u>. This Permit shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.
- 20. <u>Miscellaneous</u>. Time is of the essence with respect to each provision of the Permit, and it shall be binding upon and inure to the benefit of the parties, their heirs, assigns, and successors in interest. The enforceability, invalidity, or illegality of any provisions of this Permit shall not render the other provisions of this Permit unenforceable, invalid, or illegal.

TEMPORARY LAND USE PERMIT NO. 25-06

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

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

CITY OF VALDEZ, ALASKA PERMITTEE: WILSON BROTHERS DISTRIBUTING CO

(Signed	I by:			
D.,,	kate	Huber			
Kate	Huber	Community Deve	lopment D	Director	

6/2/2025 | 1:39 PM AKDT Date: By:

| ADDE5885843BR43B
| Curt Wilson, Owner

Date: 6/2/2025 | 1:38 PM AKDT

Approved as to Form:

RRENA RELL & WAL

BRENA, BELL & WALKER, P.C. Attorneys for the City of Valdez

By:

Jon S. Wakeland

ATTEST

Sheri L. Pierce, MMC, City Clerk

INC. 1901

Exhibit "A" 226 S Harbor Drive





City of Valdez

212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0273, Version: 1

ITEM TITLE:

Report: Issuance of Temporary Land Use Permit #25-02 for End of the Road Ren Fair for an Approximately 8-Acre Portion of 251 Pioneer Drive, Lot 2, Block 2, Mineral Creek Mineral Creek Subdivision (N Barney Meyring Parkstrip) Owned by the City of Valdez

SUBMITTED BY: Nicole Chase, Senior Planner

FISCAL NOTES:

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

Funding Source: N/A

RECOMMENDATION:

N/A report only

SUMMARY STATEMENT:

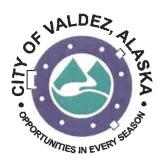
End of the Road Ren Fair applied for a temporary land use permit for use of an approximately 8-acre portion of 251 Pioneer Drive, Lot 2, Block 2, Mineral Creek Subdivision for June 18th-22nd, 2025. The request is for use of the north portion of the Mineral Creek parkstrip for a renaissance fair open to the public. The event will include a vendor square, food vendor area, stage, and game area, and beer garden under the parkstrip pavilion. The event is scheduled to take place June 20th and 21st, with the remaining days as set-up and break-down days.

Economic Development Director, Chief of Police, and Parks and Recreation Director were solicited for comments on the application and expressed no objection. The Fire Chief was also consulted due to the request for a open fire baking demonstration at the event. The conditions set forth in Exhibit B of the temporary land use permit were developed to address safety concerns related to this use.

Pursuant to Valdez Municipal Code 17.12.120 (G) Approval Criteria, staff review of the proposed temporary use request found that all 10 approval criteria were satisfied.

File #: 25-0273, Version: 1

Per resolution #23-43, this permit was exempted from permit fees as a community celebration less than 10 days in duration.



<u>CITY OF VALDEZ</u> TEMPORARY LAND USE PERMIT AGREEMENT

Permit No. 25-02

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this day of da

WITNESSETH:

1. <u>Permit</u>. Valdez hereby grants to Permittee the right and privilege to be present upon the following described real property belonging to Valdez pursuant to the terms of this Permit Agreement:

An Approximately 8-acre Portion of 251 Pioneer Drive, Lot 2, Block 2 Mineral Creek Subdivision (See Exhibit "A")

- 2. <u>Term and Termination</u>. Permittee may use the Property for the purposes set forth herein beginning on the 18th day of June, 2025 and continuing until the 22th day of June, 2025. In no circumstance shall this Permit exceed 10 days in duration. Permittee shall vacate the property immediately upon expiration of this permit.
- 3. <u>Use</u>. Permittee shall use the Property for a renaissance fair open to the public. The event will include a vendor square, food vendor area, stage, portable restrooms, game areas, performances, baking demonstration, and alcohol consumption area. Use of the Property under this Permit shall not adversely impact public access or City of Valdez operations. No permanent structures shall be erected on the property; and no permanent alteration of the land shall occur. This permit is subject to the additional conditions set forth in Exhibit B.
 - 4. Permittee Not a Lessee. No legal title or leasehold interest in the Property shall be

Page 1 of 9

deemed or construed to have been created or vested in Permittee by anything contained herein. The purpose of this permit is to convey a non-possession interest by the City of Valdez to Permittee in that certain property described in paragraph 1 above. The City of Valdez shall maintain all right, title, and interest in that Property as fee simple owner thereof, and Permittee by virtue of this Permit has only the right and privilege to be present upon the Property and to make use of it for the purpose set forth in paragraph 3 above.

- 5. <u>Fee.</u> Pursuant to resolution #23-43 fees for this Agreement have been waived by Valdez City Council passed and approved August 15, 2023.
- 6. <u>Insurance Requirement</u>. The Permittee shall, at its own expense, purchase, maintain and otherwise keep in force the following insurance for the duration of this Agreement. The City shall be notified no fewer than thirty (30) days prior to any termination, cancellation, or any other material change in such insurance. The Permittee shall provide the City proof of insurance with a full policy including all endorsements prior to the commencement of any activity undertaken in connection with this Temporary Land Use Permit Agreement.

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

Minimum limits:

\$1,000,000 Each Occurrence

\$100,000 Damage to Rented Premises

\$1,000 Medical Payments

\$1,000,000 Personal & Adv Injury \$2,000,000 General Aggregate

\$2,000,000 Products and Completed Operations Aggregate

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

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

- 7. <u>Maintenance</u>. Permittee agrees to maintain the property in a neat and orderly fashion. Upon termination of this Permit, Permittee agrees to leave the premises in a neat and clean condition.
- 8. <u>Mechanic's Liens</u>. Permittee shall pay all costs for construction done by it or caused to be done by it on the Property as permitted by this Permit. Permittee agrees not to construct any permanent structures on the property.

Page 2 of 9

- 9. <u>Utilities</u>. Permittee shall be solely liable for and shall timely pay when due all expenses and fees for all utilities used or consumed with respect to the Property. The Permittee shall be required to provide and maintain sanitary facilities to include, but not be limited to, port-a-potties and garbage dumpsters.
- 10. <u>Exculpation of Valdez</u>. Valdez shall not be liable to Permittee for any damage to Permittee or Permittee's property from any cause. Permittee waives all claims against Valdez for damage to persons or property arising from any reason.
- 11. <u>Indemnity</u>. Permittee shall hold the City of Valdez harmless from and against any and all damages arising out of any damage to any persons or property occurring in, on, or about the Property.
- 12. <u>Condemnation</u>. If during the term of this Permit there is any taking by condemnation of the Property or any interest in this Permit, this Permit shall terminate on the date of taking. Any condemnation award shall belong to and be paid to The City of Valdez, and Permittee hereby assigns to the City of Valdez Permittee's interest therein.
- 13. <u>No Encumbrance or Assignment Permitted.</u> Permittee shall not voluntarily encumber its interest in this Permit or in the Property or attempt to assign all or any part of the Property, or allow any other person or entity, except its authorized representatives, to occupy or use all or any part of the Property.
- 14. <u>Default</u>. The occurrence of any of the following shall constitute a default under this Permit by Permittee:
- (a) Failure to pay fees when due, if the failure continues for fifteen (15) days after written notice for payment;
 - (b) Any default in or failure to perform any term, covenant, or condition of this Permit;
- (c) The cessation by Permittee of the operation of the Permittee's business located on the Property for a period of thirty (30) days;
- (d) The making of any assignments for the benefit of creditors of Permittee, the appointment of a receiver for Permittee's business, the entry of an Order for Relief as to Permittee under the United States Bankruptcy Code as now in effect or hereafter amended, the insolvency of Permittee, or any similar situation.
- 15. <u>Remedies</u>. In the event of any default by Permittee under the provisions of paragraph 14 of this Permit, all of Permittee's rights hereunder shall immediately terminate; and the City of Valdez may, in addition to any rights and remedies that it may be given by statute, common law,

express agreement, or otherwise, enter and take sole possession and control of the Property.

- 16. <u>Valdez' Entry on Premises</u>. The City of Valdez shall have the right to enter the Property at any time and, in view of the fact this Permit constitutes a license on real property rather than a lease, shall at all times remain in possession of the Property.
- 17. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Permit. Either party may change its address by notifying the other party of the change of address. Such notices shall be deemed given when mailed irrespective of whether or not they are received.
- 18. <u>Modification</u>, <u>Amendment</u>, <u>Waiver</u>. No delay or omission in the exercise of any right or remedy of the City of Valdez on any default by Permittee shall impair such a right or remedy or be construed as a waiver. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and authorized by both parties.
- 19. Governing Law/Jurisdiction. This Permit shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.
- 20. <u>Miscellaneous</u>. Time is of the essence with respect to each provision of the Permit, and it shall be binding upon and inure to the benefit of the parties, their heirs, assigns, and successors in interest. The enforceability, invalidity, or illegality of any provisions of this Permit shall not render the other provisions of this Permit unenforceable, invalid, or illegal.

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

CITY OF VALDEZ, ALASKA

PERMITTEE: END OF THE ROAD REN FAIR

By: Eate Huber

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Kate Huber, Community Development Director

Date: 5/30/2025 | 12:00 PM AKDT

By: O3D5488D2C31490...
Zadie Carmen, President and Event Director

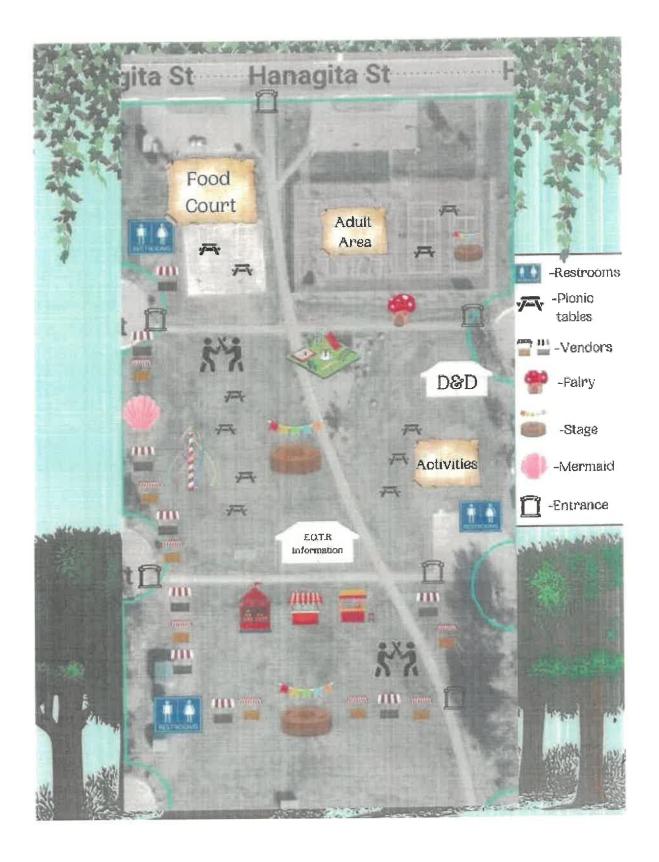
Date: ______ 5/30/2025 | 11:45 AM AKDT

TEMPORARY LAND USE PERMIT NO. 25-02

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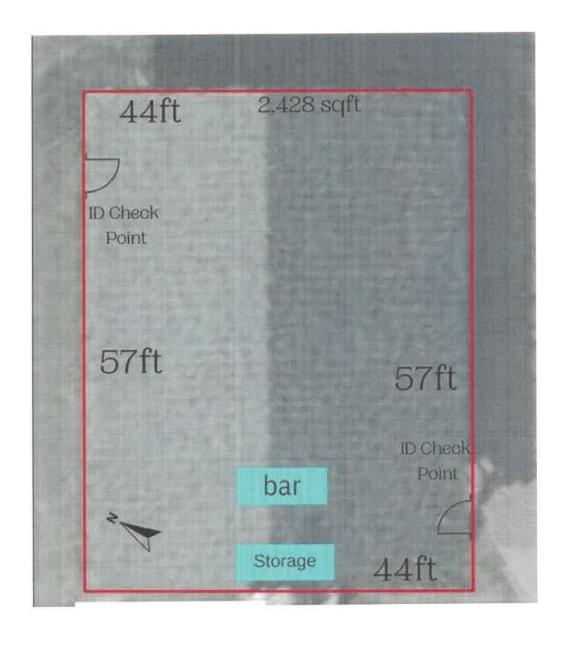
ATTEST: Level	
Sheri L. Pierce, MMC, City Clerk	
Approved as to Form: BRENA, BELL & WALKER, P.C. Attorneys for the City of Valdez By: Jon S. Wakeland	INC.

Exhibit "A"



TEMPORARY LAND USE PERMIT NO. 25-02

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EXHIBIT "B"

The additional conditions of this permit have been set forth and are detailed as follows:

1. The permittee shall maintain a functional fire extinguisher onsite for the baking demonstration. All burning the baking demonstration must be self-contained. The alcohol serving and drinking area is limited to the Pavilion area shown in Exhibit A.



City of Valdez

212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0274, Version: 1

ITEM TITLE:

Childcare Grants update

SUBMITTED BY: Martha Barberio, Economic Development Director

FISCAL NOTES:

Expenditure Required: na Unencumbered Balance: na

Funding Source: na

RECOMMENDATION:

Receive

SUMMARY STATEMENT:

Attached is an update on the childcare tasks assigned to Economic Development department and the **Economic Diversification Commission.**

June 5, 2025

Valdez Child Care Initiative: Project Status Updates

Task 1: Sustainable Child Care Workforce in Valdez

The primary objective is to establish a sustainable and qualified child care workforce by determining appropriate compensation, benefits, and incentives. Efforts have concentrated on supporting new providers through the licensing process. Sugar Bear Daycare continues progressing toward licensure, and the Valdez Church of the Nazarene has submitted a state licensing application for a group home accommodating up to 12 children. Assistance with licensing documentation is ongoing, and a funding request for start-up support is anticipated.

Recent statewide research underscores what we are seeing locally: low wages are the biggest threat to sustaining a qualified child care workforce. According to the 2025 Alaska Workforce Career Needs Assessment (MRG), early childhood educators in Alaska earn an average of \$14 per hour, placing them among the lowest-paid workers in the state. These low wages are a top contributor to turnover and staffing shortages across the state. The 2024 True Cost of Child Care report (MRG) also highlights the significant gap between the cost of providing care and what parents can afford, further limiting providers' ability to offer competitive wages.

In this context, the operating grant program developed by the City of Valdez is the most effective strategy available to stabilize the workforce. By providing a monthly per-child stipend to licensed providers, the grants give programs the flexibility to increase staff wages, addressing the root cause of workforce instability. Sustaining this funding beyond the life of the INNOVATION grant is critical. Without it, providers will struggle to retain qualified staff, and Valdez will likely continue to face service gaps. This aligns with findings from the recently released 2025 Valdez Business Climate Report, which shows that 67% of employers link insufficient childcare directly to workforce retention and hiring difficulties.

Next steps include continued collaboration with Prince William Sound College to advance longer-term recruitment strategies and evaluate the Task Force's recommendations.

Task 2: Sustainable Child Care Funding in Valdez:

The goal is to create a long-term funding source to ensure the sustainability and accessibility of childcare services. The monthly operating grant program is now fully operational with the Co-Op Preschool receiving grants. Upon licensure, Sugar Bear Daycare and the church-based program will become eligible, each projected to receive \$4,800 monthly (based on 12 children per program), totaling approximately \$57,600 of Innovation grant funds from July through December, in addition to existing allocations for the Co-Op.

The next challenge is long-term sustainability. We are continuing efforts to determine whether Innovation grant funds can be placed into an endowment or other investment vehicle. The state has yet to provide a definitive answer, and I plan to raise the question again at the June 25th Innovation Grant Networking Session. Regardless of the outcome, the City of Valdez may need

to continue funding the operating grants for several years while an endowment grows to a level that can support meaningful distributions.

At the same time, local partnerships may offer a path forward. The passage of SB96, which reauthorizes a corporate tax credit for child care investment, creates a new incentive for corporate taxpayers to contribute to a potential Child Care Endowment Fund. Additionally, the Legislature allocated \$7.75 million for the state's child care grant program, which may help offset future costs. SB96 and the appropriated state child care grant funding both await approval by the governor.

Task 3: Child Care Expertise and Consultation

Technical support and consultation have been provided consistently, including guidance on licensing, compliance, cost modeling, and funding structures. Ongoing subject matter expertise will continue to support Valdez as it implements comprehensive childcare solutions.

Recommendations and Next Steps

- Revise the start-up grant program by removing reimbursement requirements, addressing a key barrier cited by potential providers lacking upfront capital. A similar approach in Juneau has proven successful. The reimbursement requirement creates a barrier for new providers who may not have access to upfront capital. The request for Letters of Interest (LOIs) was advertised in the Copper River Record earlier this year; however, no responses were received during that outreach effort. One LOI respondent and the church program have both mentioned this barrier. Juneau structures its start-up grants, using Innovation grant funds as upfront payments, which has proven effective in supporting new child care businesses.
- Clarify state guidance on whether Innovation funds can be used to capitalize an endowment or trust. Even if allowed, the city should plan to cover operating grants in the interim.
- Incorporate the latest data into decision-making. Use data from the Valdez Business Climate Survey and McKinley Research studies to demonstrate to COV leadership that sustaining the operating grant program with local dollars is the most effective way to address the low wages driving child care workforce instability and, ultimately, the low supply of care.
- Plan the next site visit to Valdez. Blue Shibler and Martha Barberio are planning to meet with city leadership and stakeholders in late summer.
- Prepare to leverage new legislation. If signed by the governor, leverage SB96 to involve local employers in long-term solutions through priority enrollment agreements for endowment contributions. SB96 is legislation reauthorizing a corporate tax credit specifically aimed at encouraging investment in child care services in Alaska. The bill creates incentives for corporate taxpayers to contribute funds to support child care

Rain Coast Data Valdez Sustainable Child Care Workforce and Funding Project

initiatives, such as establishing endowment funds or directly subsidizing child care operations. The goal is to improve childcare availability, quality, and affordability, thereby addressing workforce stability and economic development needs. In Valdez, SB96 offers opportunities for local businesses to invest in a Child Care Endowment Fund and potentially receive priority enrollment for their employees' children, supporting both corporate interests and community childcare sustainability.



City of Valdez

212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0275, Version: 1

ITEM TITLE:

Alaska Women's Business Center Report

SUBMITTED BY: Martha Barberio, Economic Development Director

FISCAL NOTES:

Expenditure Required: na Unencumbered Balance: na

Funding Source: na

RECOMMENDATION:

Receive

SUMMARY STATEMENT:

Attached is the Alaska Women's Business Center's (AWBC) quarterly report. AWBC in partnership with the City of Valdez, has delivered targeted business support services to entrepreneurs in Valdez. Through quarterly in-person visits complemented by continuous virtual support, AWBC has provided coaching, training, and community-building activities aimed at fostering economic development and business resilience.



AWBC Valdez Initiative Impact Report (2023–2025)

Prepared for: City of Valdez

Prepared by: Alaska Women's Business Center (AWBC)

Date: May 29, 2025

Executive Summary

Since 2023, the Alaska Women's Business Center (AWBC), in partnership with the City of Valdez, has delivered targeted business support services to entrepreneurs in Valdez and the surrounding Prince William Sound region. Through quarterly in-person visits complemented by continuous virtual support, AWBC has provided coaching, training, and community-building activities aimed at fostering economic development and business resilience.

Key Outcomes (2023–2025)

• Clients Served: 85+ unique entrepreneurs

Coaching Hours Delivered: 421.5+ hours

• Coaching Sessions Conducted: 124+

• Trainings & Events Hosted: 20+

• Businesses Launched: 8+

• Capital Accessed: Estimated \$200,000+ (includes a \$130,000 SBA loan)

Jobs Created: 21Jobs Retained: 34

• High-Engagement Clients (5+ hours): 27

Client Demographics

Women-Owned Businesses: 75%Minority-Owned Businesses: 30%

Veteran-Owned or Veteran-Serving Businesses: 20%

Industries Served

- Professional Services (e.g., salons, therapy, bookkeeping)
- Food & Beverage (e.g., restaurants, mobile vendors, packaged goods)
- Tourism & Lodging (e.g., Airbnbs, guides, tours)
- Artists & Makers
- Trades
- E-commerce & Retail

Primary Business Needs Identified

- Business Plan Development & Licensing
- Marketing Strategy & Sales Planning
- Lending Readiness & Financial Literacy
- Hiring & Workforce Development
- Website Setup, POS, and Tech Tools
- Seasonal Preparation & Vendor Market Readiness

Program Delivery Structure

AWBC's engagement with Valdez entrepreneurs follows a structured quarterly approach:

Quarterly In-Person Visits (4–5 days):

- Square One: Work for Yourself Workshop
- Drop-In Coaching Clinics
- Scheduled 1:1 Coaching Sessions
- Quarterly Training Workshops (co-hosted with Business Women of Valdez)
- Business Mixers (Spring & Fall)

• Continuous Virtual Support:

- Online Training Modules
- Remote Coaching via Phone and Zoom

Signature Programs

• Launch & Grow Cohort (2025):

A 7-week business planning and development series designed for Valdez-based entrepreneurs. *Three Valdez businesses have successfully completed the full cohort*, receiving intensive support to refine their models, prepare for financing, and launch with confidence.

Business Women of Valdez Peer Network:

Monthly accountability meetups and quarterly trainings hosted or co-hosted by AWBC with rotating topics including HR, pricing strategy, and marketing funnels. Quarterly trainings are open to all local entrepreneurs.

• Valdez Small Business Conference (Supported the City's event held May 2025):

Two-day conference bringing training, coaching, roundtables and inspirational speakers to the local businesses, including AWBC-supported businesses. Stakeholders, funders, and community members are invited to attend.

Outreach Methods

To ensure broad engagement, AWBC employed multiple outreach strategies:

- Direct phone calls and in-person invitations
- City emails to licensed business owners
- Business Women of Valdez group communications
- Social media campaigns on Facebook and Instagram
- Event promotions and follow-ups

Regional Stakeholder Engagement

AWBC's efforts extended beyond Valdez, engaging stakeholders that contribute to the supply chain and/or same industries as Valdez entrepreneurs:

- McCarthy
- Cordova
- Glennallen
- Copper Center
- Whittier
- Tatitlek

Key Stakeholders:

- Chugach & Ahtna Native Corporations
- Prince William Sound College (PWSC)
- Prince William Sound Economic Development District (PWSEDD)
- SBA Alaska, Discover Valdez, and Department of Labor training programs
- Local Valdez experts in bookkeeping, insurance, law, finance, and e-commerce

Impact Over Time

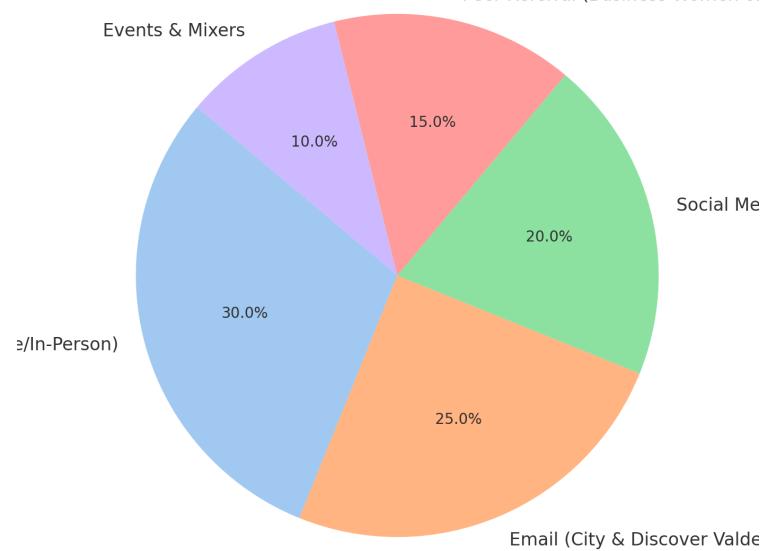
AWBC's consistent presence and support have led to:

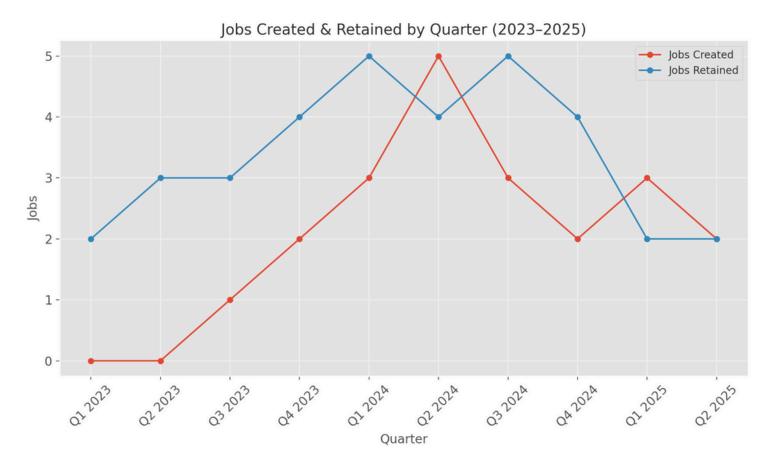
- Increased business confidence and problem-solving capabilities
- Enhanced access to capital and funding opportunities
- Growth in business operations and workforce development
- Strengthened peer mentorship and community collaboration

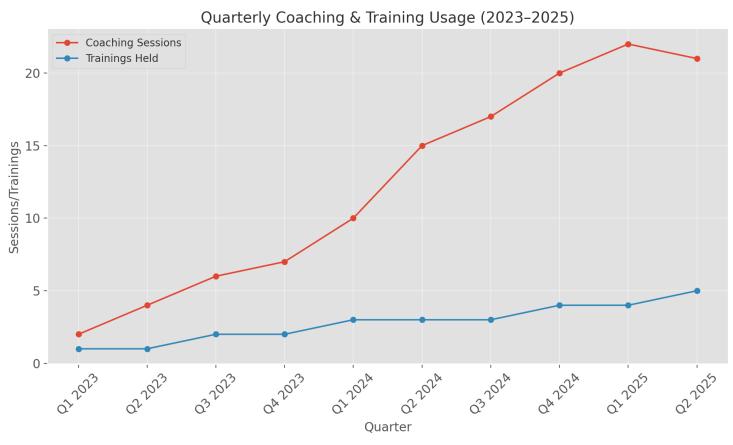
Conclusion

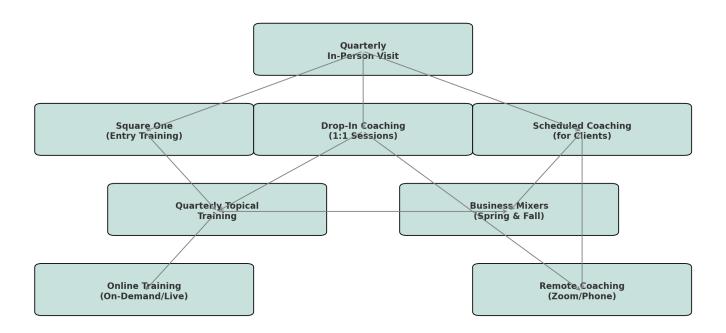
The AWBC Valdez Initiative has significantly contributed to the economic vitality of Valdez and the surrounding region. Through structured in-person engagements and continuous virtual support, AWBC has empowered entrepreneurs to overcome challenges, access resources, and build sustainable businesses. Continued investment in such initiatives will further enhance the region's economic resilience and growth.

Client Engagement Sources (2023–2025) Peer Referral (Business Women of









Top Business Needs Identified by Valdez Entrepreneurs (2023–2025)





SQUARE ONE: WORK FOR YOURSELF

BUSINESS WORKSHOP

June 27 @ 5:00 pm - 6:45 pm Valdez Consortium Library

FREE TO ALL

Have Questions? Contact us 907-531-2215



PLEASE REGISTER: businessimpactnw.org/event/valdez-square-one-work-for-yourself-in-person/

You're invited to a week of FREE business events and support!

SHOW UP TO

GROW YOUR BUSINESS



TUES. 6/24 GROWLER BAY



BUSINESS WOMEN MEET-UP 6PM



WED. 6/25 IN-PERSON



COACHING



THURS. 6/26 LIBRARY



SQUARE ONE CLASS







For questions, text or email: Carrie Jean 907-531-2215

carries@businessimpactnw.org