



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, October 7, 2025

7:00 PM

Council Chambers

Regular Meeting

MUSEUM CORPORATION ANNUAL MEETING AGENDA - 6:00 pm

CORPORATIONS

1. [Valdez Museum and Historical Archive Association Annual Corporation Meeting](#)

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [Approval of Minutes for Regular Council Meeting of August 5, 2025](#)
2. [Approval of Minutes for Regular Council Meeting of August 19, 2025](#)
3. [Approval of Minutes for Regular Council Meeting of September 16, 2025](#)

V. PUBLIC APPEARANCES

1. [Public Appearance: Mat Brunton, Chugach Mountain Institute](#)

VI. PUBLIC BUSINESS FROM THE FLOOR

VII. CONSENT AGENDA

1. [Proclamation: Recognizing Premier Alaska for their 30 years of serving Valdez](#)
2. [Proclamation: Domestic Violence Awareness Month](#)
3. [Proclamation: Fire Prevention Week](#)

4. [Approval To Go Into Executive Session Re: 1\) Discussion of Implications for City Revenues and Litigation Strategy Regarding Trans Alaska Pipeline System Ad Valorem Tax Issues; 2\) Discussion of Ongoing Escaped Property Legal Issues; 3\) Discussion of Local Regulation and Assessment of Oil Spill Prevention and Response Property; 4\) Discussion of Litigation Related to Ables Employment Matters](#)
5. [Approval of Renewal of Retail Marijuana Store License; Coastal Cannabis Company](#)

VIII. NEW BUSINESS

1. [Appointments to Parks and Recreation Commission - Applicants: Jessica Tran, Benjamin Rush, Jillian Reiss and Sarah Jorgenson-Owen](#)
2. [Approval of Permanent Fund Investment with TA Realty Core Property Fund in the amount of \\$5 Million](#)
3. [Approval of Change Order with Orion Construction, Inc. for VCS District Offices Tenant Improvements - GC Services in the amount of \\$138,884.51](#)

IX. ORDINANCES

1. [#25-12 - Authorizing an Amendment to the Zoning Map to Effect a Change to Tract C-1, ASLS 79-116, Plat 2002-13 to Heavy Industrial. First Reading. Public Hearing.](#)
2. [#25-13 - Amending Chapter 8.20 of the Valdez Municipal Code Titled Nuisances. First Reading. Public Hearing.](#)
3. [#25-14 - Amending Chapter 1.08 of the Valdez Municipal Code Titled General Penalty. First Reading. Public Hearing.](#)

X. RESOLUTIONS

1. [#25-43 - Authorizing City Administration to Waive Late Fees and Penalties from Individual Federal Employees for City Services for the Duration of Any Federal Government "Shut-Down" Furlough Period in 2025](#)
2. [#25-44 - Authorizing a Temporary Access Agreement with East Peak Resort, LLC, Rydor Enterprises, LLC, Camicia Creek Landholdings, LLC, and Brandon Reese, for Access of Parcels A-1-A, A-1-B, Rydor Subdivision 2022, Parcel A-2, Tract A, Parcel B, Tract B, ASLS 79-116, and Parcel C, Rydor Subdivision 2019 Addition Across City of Valdez Property](#)
3. [#25-45 - Accepting Public Library Assistance Grant Funds in the Amount of \\$7,000 for the Valdez Consortium Library](#)
4. [#25-46 - Authorizing the Sale of a Surplus 2009 John Deere 3520 Tractor with Attachments](#)

5. [#25-47 - Amending the 2025 Budget by Reallocating Previously Appropriated Funds to the Child Care Facility Design and Renovation Project](#)

XI. REPORTS

1. [Report: Issuance of Temporary Land Use Permit 25-11 to Seward Sauna, LLC for use of an Approximately 300 Square Foot Portion of ASLS 79-117 \(1300 West Egan Drive\) owned by the City of Valdez](#)
2. [Verbal Report: Monthly Projects Update](#)
3. [Community Development Projects Report](#)
4. [City Sponsored Events; Community Service Organization Committee Report](#)
5. [Community Service Organization Grant Program; Progress Report](#)

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

1. City Manager Report

1. [City Manager Report](#)

2. City Clerk Report

3. City Attorney Report

4. City Mayor Report

XIII. COUNCIL BUSINESS FROM THE FLOOR

XIV. EXECUTIVE SESSION

XV. RETURN FROM EXECUTIVE SESSION

XVI. ADJOURNMENT



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 25-0435, **Version:** 1

ITEM TITLE:

Valdez Museum and Historical Archive Association Annual Corporation Meeting

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

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

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

The City Council are the designated corporate officers for the Valdez Museum and Historical Archive. The VMHA Corporation holds their annual meeting in October of each year to receive a report from the VMHA Board of Directors.



Annual Meeting of the Members

October 7, 2025, 6:00 pm

Valdez City Council Chamber

- 1) Call To Order
- 2) Roll Call VMHA Corporation
- 3) Consent Agenda:
 - Approval of Meeting Minutes from October 1, 2024
- 4) Annual Reports
 - a. Board Reports
 - President's Report
 - b. Staff Reports
 - Executive Director
 - c. Financial Report & 2026 Operating Budget
 - Financial Statements Review
 - 2026 Museum Operating Budget
- 5) Old Business a. New Museum Planning Update
- 6) New Business
- 7) Public Business from the Floor
- 8) Member Business from the Floor
- 9) Adjourn

**VMHA CORPORATION
Annual Meeting of the Members
October 1, 2024**

I. Call to Order

Chair Pro Tem Austin Love called the meeting to order at 7:09 p.m.

II. Roll Call

Present: 6 - Chair Pro Tem Austin Love
Member Alan Sorum
Member Sharon Scheidt
Member Jimmy Devens
Member Olivia Foster
Member Joseph Lally

Excused: 1 - Chair Dennis Fleming
Also Present: VMHA Interim Executive Director Faith Revell
City Clerk Sheri Pierce
City Manager John Douglas

III. Consent Agenda- Approval of Minutes from October 3, 2023

MOTION: Member Foster moved, seconded by Member Scheidt, to approve the minutes from the October 3, 2023 Annual Meeting.

VOTE ON MOTION

Yays: 6 - Love, Sorum, Scheidt, Devens, Foster and Lally

Absent: 1 - Fleming

MOTION CARRIED.

IV. Annual Reports

Faith Revell, Interim Executive Director and Curator of Education and Public Programs, shared a land acknowledgement honoring the Sugpiaq people and all other indigenous groups with ties to Valdez and Prince William Sound.

1. VMHA President's Report

VMHA President Gary Minish provided a report on the state of the museum, highlighting positive outcomes over the year despite challenges caused by the prior Executive Director's departure and a several month closure to overhaul the Museum building's HVAC system.

He thanked Interim Executive Director Faith Revell, the board and the staff for their hard work over the year and noted that the organization had stayed within budget and that programing levels were maintained despite the closure.

Minish gave an update on the executive director search process and thanked the members for their support.

2. Committee Reports

VMHA Secretary Michelle Cullen echoed the comments on the efforts of the board and provided updates on the following committees:

- Executive Director Search Committee – Secretary Cullen noted that the committee had been meeting weekly to recruit candidates for the executive director position and working with museum and non-profit professionals to find the right candidate.
- Native Gallery Committee – Secretary Cullen shared that the committee was active for the first time in many years and building positive relationships with the Valdez Native Tribe. She shared that elders would be invited to do work at the museum on the Native Gallery and encouraged any Valdez Native Tribe members to get involved with the board.
- Collections Committee – Secretary Cullen described the ongoing work of the committee, led by Chair Rich Dunkin, to identify items for accessioning and deaccessioning. She highlighted the efforts to update collections policies and noted that limitations on space were a challenge.
- Fundraising Committee – Secretary Cullen shared that annual fundraising efforts had included appeal letters, raffle ticket sales and the fall Road House Dinner. She gave details about the upcoming Road House Dinner and invited the members to attend.

3. Staff Report – Executive Director

Interim Executive Director Faith Revell thanked the board and staff for their hard work and shared highlights of the past year.

She described the challenges of the closure during the HVAC replacement and learning a new role. She put emphasis on ongoing space limitations and the specific need for replacement of concrete on the outdoor pavilion.

She expounded on opportunities in the form of new grants and funding streams, refreshing of the galleries and continued community support. She shared about the overall positivity of the year reiterating the impact of the staff, board, members, city, volunteers, local donors and visitors.

4. Staff Report – Curator of Collections and Exhibitions

Curator of Collections and Exhibitions Caren Oberg provided a report highlighting the collections and exhibitions over the past year and looking forward to 2025.

Oberg reported that the number of objects acquisitioned in 2024 was sustainable for the collection and allowed adequate time for staff research of items. She shared that the Collections Committee had been asked to focus on new ways in which objects in the collection could tell the story of Valdez.

Oberg highlighted that additional attention was now being paid to items already in the collection and shared specifics about the upcoming work to be done on the Alaska Native Collection due to changes in the federal Native American graves Protection and Repatriation Act. She spoke about funding available from a state museum grant to be used to collaborate with local elders to interpret and identify objects in the collection and noted that the museum would prioritize continuation of the work after the expiration of grant funding.

The cultural context created by the three rotating exhibitions in 2024 was described in detail, as was the overall impact of the HVAC project on enhancing the galleries and refreshing the museum space overall. Oberg praised an overall sense of respect for the collection by museum staff, board members and city staff managing the project throughout the construction.

5. Staff Report – Curator of Education and Public Programs

Faith Revell, in her role as Curator of Education and Public Programs, shared highlights from museum programming in 2024, noting that, despite creating limitations, the construction project had been an unexpected opportunity to connect with new people and build relationships in the community.

Revell explained that the goal of museum programming was to foster an understanding of the place we call home and to create multifaceted experiences for all ages. She shared highlights from the year including:

- The seventh-grade kayaking field trip to Old Town.
- Collaboration with the Valdez Native Tribe on a class exploring medicinal uses of local plants.
- Numerous art classes, including an exploration of indigenous canoe building technology with a visiting Tlingit artist.
- Elementary school students exploring the galleries and completing scavenger hunts on field trips.
- A visit from Prince William Sound College's Introduction to Physical Geography students.
- Expansion of guided tours in partnership with Alaska Premier Tours, which created opportunities for visitors to explore history in context of local geography.

Revell shared that educational experiences were typically designed to parallel museum exhibits. She added that the closure and her current dual role adversely impacted the amount of programming in 2024.

6. Financial Report and 2025 Operating Budget Request

Executive Director Faith Revell presented on the museum's financial position noting a general positive trajectory in assets. She summarized the budget versus actuals through September 2024, noting that most revenue came in during the summer months and many expenses were not paid until the fourth quarter.

Revell highlighted that most revenue was in the form of grants, with earned revenue being a distant second, and gave an overview of fund development activities. The increase in cruise ship activity in 2024 was the main driver of increases in earned revenue and it was reported that admissions were up by roughly 3,000 individuals.

Revell spoke to expenses and highlighted that personnel were the main expense, followed by liability insurance and utilities. She noted that personnel costs were lower in 2024 due to her having dual roles, but they would increase again once a new executive director was hired. She noted that expenses consistently exceeded revenue earned in the first and fourth quarters of each year.

Chair Pro Tem Love asked that financial information from the prior two years be provided during the upcoming budget work session to allow a side-by-side comparison.

Revell provided estimates for the upcoming 2025 budget highlighting the projections driving anticipated future revenues and expenditures. She predicted the following:

For revenues in 2025:

- Non-city grants, State of Alaska grants and community foundation grants were expected to be stable.
- Fund development income was expected to be stable.
- Bulk admission fees were expected to grow due to additional cruise ships.
- Presenter and guide income was expected to grow, also due to increased tourism.
- Store sales were expected to be stable.

For expenses in 2025:

- Personnel costs were expected to increase with hiring of a new executive director and additional seasonal staff.
- Health insurance costs were expected to increase significantly.
- Utility costs were difficult to predict with the installation of the new HVAC system.

Chair Pro Tem Love asked about plans for covering the cost of additional seasonal staff since no increase to the City of Valdez grant was being requested. Executive Director Revell noted that the additional cost would be absorbed due to increases in bulk admissions. Love asked about the possibility of increasing bulk admission fees, Revell noted that the fees had been stable for several years with the goal of making group museum visits affordable.

Revell concluded by sharing additional slides to highlight the museum's year in pictures and by thanking the members for their support.

V. Old Business- New Museum Planning Update

Executive Director Revell highlighted the continued goal of having an adequate space for the collection and shared support for eventual construction of a new museum facility.

VI. New Business**VII. Public Business from the Floor****VIII. Member Business from the Floor**

Corporation members thanked the board of directors and staff at the museum for their hard work and thoughtful reports. They complimented the quality of programming and overall positive impact the museum had on the community.

IX. Adjourn

Chair Pro Tem Love adjourned the meeting at 8:10 p.m.

VALDEZ MUSEUM PRESENTS



VALDEZ AT THE MOVIES

NOW - DECEMBER 31ST 2025

Learn about media in early Valdez and
movies made in the area including:
Pipe Dreams, On Deadly Ground, and
our own Telly Award Winning, **Between
the Glacier and the Sea.**

FREE WITH ADMISSION



2025 ANNUAL REPORT

MISSION

THE VALDEZ MUSEUM PRESERVES, PRESENTS, AND INTERPRETS
THE HERITAGE AND CULTURE OF VALDEZ, COPPER RIVER BASIN,
AND PRINCE WILLIAM SOUND, ALASKA.

BOARD OF DIRECTORS

Gary Minish *President*
Martha Barberio *Vice President*
Jim Shirrell *Treasurer*
Richard Dunkin *Secretary*
Karen Allred
Linda Guthrie
Dan Gilson
Margaret Nordstrum
Pat Olson

Jim Oberg
Charles Simenstad
Gillian Smythe
Stephen Schuldenfrei
Chuck Gard
Carl Oberg
Gloria McAlister
James Devens
Nikki Newcome
Brooke Pare
Richard Lorenc
Molly Walker
Wendy Langseth
Kent Runion
Dorothy M. Moore
Haden Bricker
Erik Haltness
Linda Guthrie
Sue Moeller
Walt & Dorothy Wamsley
James Perry
Annella Dickinson
Angela Obren
Carol & Bill Harris
Jonathan Goold
Barbara Bryson
Pat Day
Pam Verfaillie
Kerra Witte
Jane Haltness
Charlie Burd
Jennifer Kelly
Ed & Jan Nickerman
Pam Verfaillie
Marilyn Morrey
Mary Lou Vanderburg
Philip Farrelly
Nanci Hill
Bob Felland
Sharry Miller
Larry McIntosh
Shana & John Anderson
Marilyn Talmage
Colleen Stephens
Richard Lynn
Faith Revell
Douglas Fulton
Ruth Knight
Amber Jest
Gary Minish
Shannon Irish
Chris Sasse
Timothy Lopez
Christie Scott

Jade Jenkins
Ella Lanier
Allie Steed
Illysette Doran
Michael Hamm
Phyllis Johnson
Mary Mehlberg
Robin Felter
Michelle Casey
Names Gifford
Diana Kinnan
Carrie Rehder
Gretchen Dunkin
Bill Buchler
Carl Oberg
Robert Harden III
Judy Sutherland
Patricia Caples
Dan Kendall
CHAYAWAN VANWINKLE
Martin Salinas
Nicholas Snyder
Robin Turner
Joshua Allen
Danny Tapp
Suzie Koklich
Linda Gronewold
Gloria McAlister
James Devens
Nikki Newcome
Brooke Pare
Kalen McIntosh
Adam Matson
Kristin Kinstrey
Michelle Cullen
Lewis Pagel
Del Jean Dedeker
Jeffery Johnson
Agnes Hansen
Kerra Witte
Richard Lorenc
Vicki Wright
Becky Smilie
Larry Miles
Dalon Gage
Dan Gilson
Michelle Cullen
Stephen & Sara Irwin-Goudreau
Glen and Vernell Sodergren
Walt & Dorothy Wamsley
Theresa Corbin-Greene
Karen Johnson
Nathan Davis
Audrey Cunningham
Jane Haltness

STAFF

April Vasher-Dean,
Executive Director

Caren Oberg
Curator of Collections & Exhibitions

Amber Dennis
Marketing & Communications Manager

Andrea Searles
Museum Services Manager

Emma Brainerd
Curatorial Assistant

Guest Services

Rudy Benda

Max Brainard

Travis Ray

Jesse Chapin

Gianna Giusti

Elijah Haase

Cammie Hsu

Charlie Mehlberg

Jackson Vincent

Jessica Vincent

Molly Walker

Kyle Walker

Amber Mehlberg
Janel Beaudion
Sheila Marsh
David Bradley
Michaela Bigham
Lydia Rountree
Maggie Nylund
KCHU Radio
Petro Star
Alyeska Pipeline
Lynden Wilson Brothers
Robert Smith
Spencer Heston
Jane Cotter
Billie Mitchell
Donna Lane
AJ Moyer
Janet Blood
Nate Taylor
Santina Addy
Kyle Walker
Jodi Fowler
Molly Walker
Sarah Jorgenson-Owen
Katie Arnberg
Chris Walker
Tino Tucker
Melissa Wilczynski
Rhonda Sambo
Rachelle Barrus
Crystal Marso
Jessica Vincent
Gianna Giusti
Michael Freerksen
Crista Andersen
Chris Olson
Bernadette Irish
Doyle Dean
Will Stark
Susan Merica-Jones
James Perry
Annella Dickinson
John Clark
Skyler Britton
Sandra Retalia
Selina Burkitt
Jenny Sheldon
Whitney Root
Melissa Meux
Katie Harrison
Bryan Bailey
Margaret Nordstrom
John & Michelle Cullen
Kathleen Todd
Mike & Laura Meadors
Vince Kelly
Peter Carter
Leo & Marie Paddock
Natalie Staschke
Jennifer Hanson
Paul Contois
Dan Stowe
Jeannie Cobb
Frank Dickinson
Lester Greene
Charles Gard
Marie Paddock
William Brasic
Charles Gard
Thelma Barnum
Amy Goold
Janet Blood
Pam Shirrell
Wendy Langseth
Kent Runion
Dorothy M. Moore
Haden Bricker
Erik Haltness
Sue Moeller
Angela Obren
Carol & Bill Harris
Jonathan Goold
Barbara Bryson
Pat Day

The Valdez Museum & Historical Archive extends its appreciation to all on this page for supporting exhibitions, education programs and museum operations. Please accept our apologies in advance for any omissions as we transition to a new database.

ACCOUNTABILITY

Each October the Valdez Museum Staff present an annual report to the Museum's corporate board at City of Valdez, outlining Museum Board and Staff and a summary of the years' activities. It documents revenue vs. expenses for the reporting year up to late September. It reveals comparative data linked to visitation and budget performance for both 2024 and 2025.

Lastly, it summarizes the proposed 2026 budget with projections for how the new year will play out. Upon reading this document you will see the Museum's challenges and successes and better understand how the VMHA will move forward in 2026 and beyond to remain an economic driver in the community and key venue for locals and tourists alike to learn about the region.

The more resources we can invest at this stage of development, the more we stand to gain from our efforts and the more valuable we can be in strengthening community ties, giving visitors a reason to stay overnight and spend in local establishments and preserving and interpreting the meaningful and relevant culture and heritage of Valdez, Copper River Basin, and Prince William Sound.

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07 MARKETING

08 FINANCIALS

09 THANK YOU

This is your museum. Valdez! I look forward to working with you, the Museum Board, and our staff as we move into 2026 with visions for the future.

April Vasher-Dean

**EXECUTIVE
DIRECTOR**

**HAVE A QUESTION
WE SHOULD ANSWER ?**

WISH TO COMMENT?

Write me:
director@valdezmuseum.org and
we may publish your comment or
question and answer.



2025 IN REVIEW

In 2025 there have been significant personnel changes at the Museum. After 1.5 years with an interim executive director, the Museum hired a new Executive Director, April Vasher-Dean, who began her tenure in January. Shortly afterwards, Amber Dennis became the full-time Manager of Marketing & Communications, and Emma Brainerd the permanent part-time Curatorial Assistant. In July, the Museum's longtime Curator of Education and Programs, Faith Revell, returned to the East Coast to continue art and work pursuits.

Early in the year, the Museum began working to bring the operations into the 21st century with updates to our tech stack, retail operations, and membership & donor databases, reducing both staff time and printing expenses.

The tourist year started with an abundance of Heli skiers and ice climbers visiting the Museum in February and March. During the late spring and summer, Museum staff welcomed people from around the world to learn more about the region's history through our exhibitions and programs.

We continually serve the community of Valdez year-round with educational programs and events. Throughout 2025 the VMHA collaborated with Valdez community members and organizations to enhance the lives of all its citizens.

New Memberships For Residents, Businesses, and Organizations

We are providing free memberships to Valdez residents, Prince William Sound College students, and Valdez Native Tribe members. Donors expanded the Museum collections and volunteers made the imagined possible. We are truly grateful for the support and long-standing partnerships. Teamwork prevailed with both Museum staff and Board members working together towards a common goal, that of preserving, presenting, and interpreting the history and culture of the region for all!

Partnering, Teaching and Learning

Museum staff brought the beauty, history, and unique nature of the region to life for cruise ship passengers and visitors from afar in 2025 and in so doing, became wonderful ambassadors for Valdez and Alaska. Museum tour guides shared what they know and love about the area with the hometown crowd and newcomers alike. Peak season tours stopped at Old Town, Solomon Gulch Hatchery, Keystone Canyon and Crooked Creek Information Site. Shoulder season tours took visitors to Worthington Glacier and Thompson Pass where they were spellbound by the beauty of this place. All the while the Museum sites were open for extended hours to provide our visitors with a place to begin or end their exploration of Valdez.

*"Excellent experience. Helps to better understand Alaska and its people."
- Franklin, Indiana*

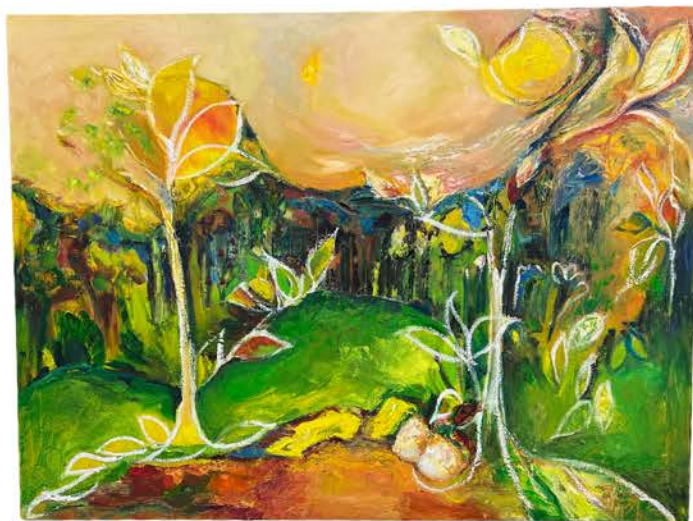
ACQUISITIONS

NEW ACQUISITIONS: 24 OBJECTS FROM EIGHT DONORS

New acquisitions are reviewed by the Collections Committee and considered in terms of how they tell the stories of Valdez, Copper River Valley, and Prince William Sound in new ways.

Pictured:

- 3rd Infantry Company E Fort Liscum 1904-1906 and Company F Fort Liscum, 21st and 59th Infantry, 1919-22 lapel pins
- *Revolt in Full Bloom*, oil on canvas by Faith Revell
- *The Pied Piper* 2025, metal print by Shrimp Whisperer, Al Laudert
- Kal Doughman's 1950s Timebook, paycheck stub, loose paper at the back covered in calculations, and a handwritten Forman's Meeting Committee Report



*"The Witness Stone was so cool to see!
My father was the BLM surveyor who found it."
- Wasilla, AK*

COLLECTIONS

In 2025, the Museum prioritized active engagement with the collection and improving accessibility. A primary focus was the Native Collection, aligning with the 2024 NAGPRA updates. Local elders and knowledge keepers provided essential context for previously unidentified or undescribed objects:

- John Boone and Pat Olson contributed insights on sewing implements
- Sonya Selanoff identified trade beads and explained historical distinctions from contemporary beadwork
- Diane Selanoff and Bill Smith demonstrated the use of a stone scraper, offering first-hand knowledge of traditional techniques

A particularly notable discovery occurred when a bone half-circle, once thought to be a headband, was correctly identified by Bill Smith as the broken handle of a hunting kit. This, “reunion” of separated items underscored the value of community expertise.

RESEARCH REQUESTS: 56



*“Beautiful museum. Learned so much, want to know more about the area.
Staff very helpful.”
- Los Altos, California*

Oral History Grant Award

In September 2025, the Museum was awarded a \$15,000 grant from the Trust Management Services/Braemar Charitable Trust (Oregon) to launch Maritime Valdez: Collecting Our Stories Today to Educate Tomorrow.

This oral history initiative will record the experiences of 10 Valdezans, with a focus on maritime engagement since 2000. This project represents one of the Museum’s first deliberate steps in documenting 21st-century local history, while also re-centering maritime traditions within the Museum.

Digitization and Collections Access

In 2025, the Museum digitized approximately 300 photographs to support educational programming, research, and marketing initiatives. Building on this work, a framework is under development to guide ongoing digitization efforts. This framework addresses critical considerations, including copyright, intellectual property, and the fragility of original materials. The framework emphasizes that digitization creates digital surrogates to enhance accessibility and minimize the handling of artifacts but does not replace the physical objects themselves. With more than 13,000 photographic materials in the collection, this work represents a long-term, ongoing commitment to preservation and access.

EXHIBITIONS

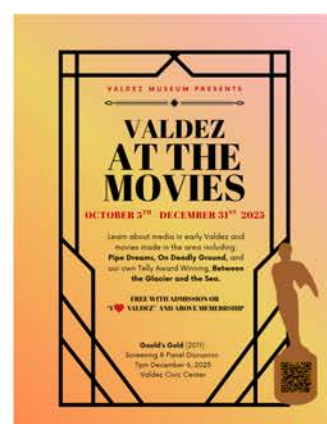
In 2025, the Egan Commons gallery provided an important platform to highlight the intersections of art, science, and human experiences. *Stacked Extensions*, by Homer-based sculptor Cynthia Morelli, presented a visual study of tenderness as a form of vitality. *In a Time of Change: Boreal Forest Stories*, a collaborative initiative originating in Fairbanks, examined the effects of change in Alaska's Boreal Forest. This traveling exhibition featured the work of 44 collaborators who interpreted this environment through literature and the visual arts.



During the summer, *Rarefied Light* returned to Valdez. As Alaska's premier annual juried photography exhibition, *Rarefied Light* celebrates the work of Alaskan photographers while also providing visitors with a broad view of the state's contemporary photography.

The final exhibition of the year, *Valdez at the Movies*, will open in October 2025. Movies brought the world to Valdez and Valdez to the world.

This exhibition examines the role of film in shaping community identity, featuring artifacts from the Museum's collection, including a 1904 movie projector and a poster from the 1994 film *On Deadly Ground*.



"Fascinating exhibits. Love the video presentations."
- Rick May 31st, 2025

EDUCATION

The Valdez Museum inspires a love of learning with place-based educational experiences, working with students and visitors of all ages.

Seventh graders kayaked to Old Town to learn local history with Museum staff. At the VMHA, 6th graders learned about the nature of oil and water and the impact of the Exxon Valdez Oil Spill in a make-shift laboratory; 4th graders went to Old Town Valdez Museum to learn about the 1964 Earthquake; 2nd graders visited both Museum sites and learned through exploration; and Pre-K children visited our Egan St location and had a scavenger hunt. The Museum partnered with the Valdez Senior Center to offer self-guided visits to our seniors.



WORKSHOPS & TUESDAY NIGHT TALKS

Our Home
A Tuesday History Talk with Emma Brainerd
Presented by Emma Brainerd
438 S. HAZELET
23 SEPT 2025 \$7
DOORS 6:30
PRESENTATION 7:00
FREE TO "I ♥ VALDEZ" AND ABOVE MEMBERS OR WITH ADMISSION

THE PRINSENDAM RESCUE AND LIFEBOAT #4
OLD TOWN VALDEZ MUSEUM
438 S. HAZELET
12 AUGUST 2025 \$7
PRESENTED BY CAREN OBERG
FREE TO "I ♥ VALDEZ" AND ABOVE MEMBERS OR WITH ADMISSION
DOORS 6:30
PRESENTATION 7:00

**FIRES, FLOODS, AND FIENDISH FOES:
A DESTINY OF DESTRUCTION**
VALDEZ MUSEUM 22 JULY 2025 \$7
PRESENTED BY DAVE & TOM OLSON AT
THE OLD TOWN VALDEZ MUSEUM AT 438 S. HAZELET
FREE TO "I ♥ VALDEZ" MEMBERS OR WITH ADMISSION
DOORS 7:00
PRESENTATION 7:30

**MEET AT THE MUSEUM
WITH VISITING PHOTOGRAPHER ANGELINE FERRELL**
**SOLSTICE
CYANOTYPE**
Explore the art of making cyanotypes,
camera-less photographic prints, that
illustrate accordion books (leprello).
JUNE 21 | \$25 PER PERSON
10 AM | UPPER ELEMENTARY STUDENTS
2 PM | ADULTS
EMAIL EDUCATION@VALDEZMUSEUM.ORG TO SIGN UP

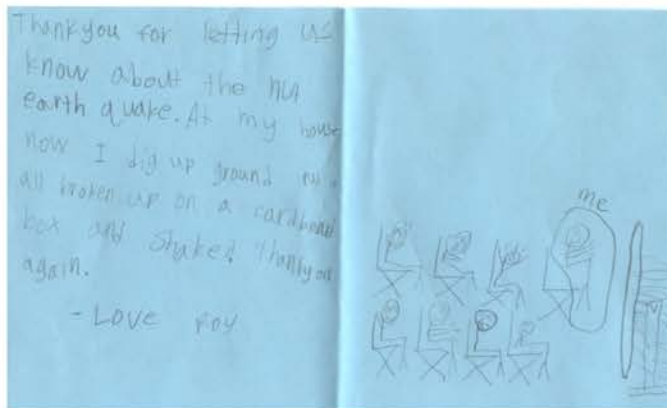
A TUESDAY NITE HISTORY TALK @ VALDEZMUSEUM
**GORDON & CAPS
OF EARLY VALDEZ**
CAREN OBERG
5:30 PM 22 APRIL 217 EGAN DR

AROUND THE WORLD AT THE MUSEUM 207 Egan Drive
**WILDLIFE OF
INDIA'S TIGER
RESERVES**
WITH SHERRY MILLER
**APRIL 25
5:30 PM**
FREE MUSEUM ADMISSION 9 AM TO 5 PM FOR
VALDEZ RESIDENTS
EVENT FREE TO ALL
VALDEZ MUSEUM
HISTORICAL ARCHIVE

ART AT THE MUSEUM
**NATURE
JOURNALING
FOR ALL**
CELEBRATE EARTH DAY WITH JENNIE KELLY
APRIL 22, 12-2 PM | ALL AGES | FREE
Take time to explore, observe and wonder about our beautiful
natural world. Nature journaling is for everyone and opens us up to
another level of sensory experience.
Email education@valdezmuseum.org or walk in to pre-register.

A TUESDAY NITE HISTORY TALK @ VALDEZMUSEUM
FISH FAMILY HISTORY
PAT OLSON
5:30 PM 25 MAR
217 EGAN DR

**HYPOTHERMIA
IN VALDEZ**
25 FEB 2025 5:30 PM 217 EGAN DR
ALL INFORMATION ABOUT HYPOTHERMIA CAN BE FOUND IN THE MUSEUM'S
HISTORICAL ARCHIVE. HYPOTHERMIA IS A DANGEROUS AND DEADLY
CONDITION THAT CAN OCCUR IN ANY ENVIRONMENT.



Skills Building

Including guides, the museum employed ten part-time seasonal staff. Some of our seasonal staff are as young as 15 and receive customer service and museum services training. Staff are given opportunities to learn about customer service, operations and merchandising, developing skills in Excel and other office platforms.

*"The videos on the earthquake and oil spill were the best."
-Ross, July 2025*

MARKETING & COMMUNICATIONS

In 2025, we formed a marketing committee that would combine and streamline the efforts of fundraising and membership committees while engaging the board in creative and marketing strategy.

Working with the Marketing Committee , permanent and seasonal staff, Museum Marketing has executed a larger and more consistent presence while creating efficiencies in our tech stack and internal communications processes.

This includes on brand marketing tools for Museum programs and exhibitions across physical and digital spaces and a presence at community events such as Valdez Fly-In and Gold Rush Days, print advertising, social media and email.

In six months, Museum Marketing conducted a successful Annual Appeal with a new, no cost digital platform (saving \$3200 per year), created a new membership structure to increase community engagement, visibility to community organizations and businesses, and provide Valdez residents a basic free Membership year-round while increasing support from corporate sponsors and the level of Museum services we can provide to both the community and visitors.

After a soft launch of memberships at Gold Rush Days, we have gained 50 new member sign-ups. We expect this number to rise in October with promotion.

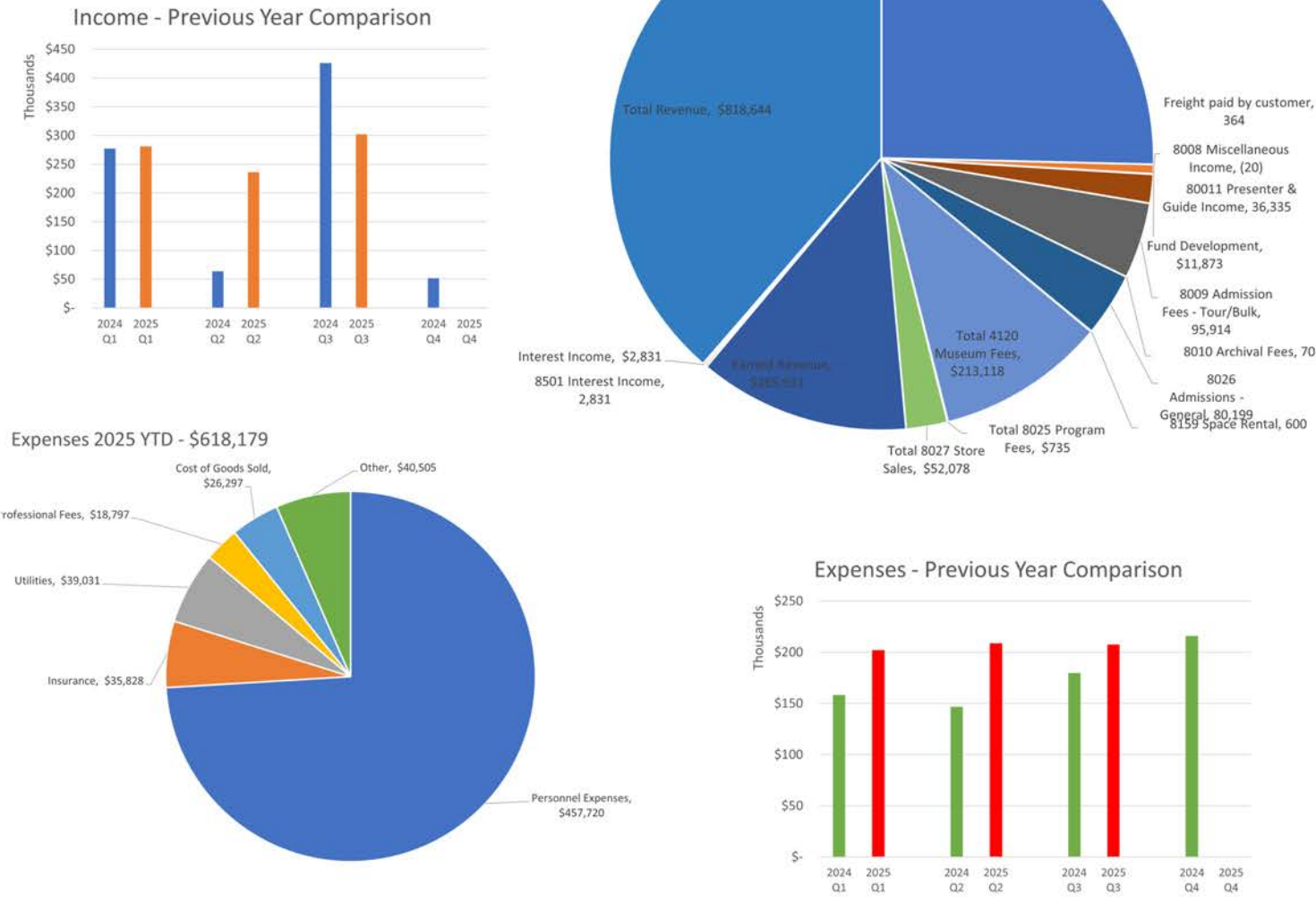
Even with the demand of cruise ships, we have been able to maintain routine marketing & communications while developing our local and Alaska Native consignments and overall shop inventory to see a growth in sales of around 20% compared to last season. In 2025, our shop grossed \$10k more from these consignments.

As visitor season comes to a close, Museum Marketing will be focused on cleaning up and updating website, local community engagement, promotion of educational programs and events, and further development and promotion of group sales and collections-based products.

We are gearing up for a streamlined Roadhouse fundraiser and in-house exhibition both titled, *Valdez at the Movies*.



FINANCIALS



The VMHA requests \$535,000 from the City of Valdez, as reflected in the Board approved 2026 budget to sustain full operations and work more closely with the corporate board on steering the direction of the museum’s growth.

EST 2026 BUDGET TOTALS

TOTAL REVENUE \$883,100.00
TOTAL EXPENDITURES \$881,992.95
NET REVENUE \$1,107.05

THANK YOU

SUPPORTING MEMBERS AND GRANTORS



KAREN ALLRED

KCHU RADIO

MAGPIES



THE PORT VALDEZ COMPANY, INC
VALDEZ, ALASKA

**THE VALDEZ MUSEUM PRESERVES, PRESENTS, AND INTERPRETS
THE HERITAGE AND CULTURE OF VALDEZ, COPPER RIVER BASIN,
AND PRINCE WILLIAM SOUND, ALASKA.**

VALDEZ MUSEUM & HISTORICAL ARCHIVE

Budget vs. Actuals: FY25

January - December 2025

	Actual thru Sep	Full Year Budget	Total Remaining	% of Budget	% Remaining
Revenue					
4200 Grants			0		
8006 State of Alaska	1,665	9,000	7,335	18.50%	81.50%
8032 4110 City of Valdez	535,000	535,000	0	100.00%	0.00%
8033 Foundation	1,000	5,600	4,600	17.86%	82.14%
Total 4200 Grants	\$ 537,665	\$ 549,600	\$ 11,935	97.83%	2.17%
8003 Fund Development			0		
Total 8003 Fund Development	\$ 11,873	\$ 69,775	\$ 57,902	17.02%	82.98%
8008 Miscellaneous Income	(20)		20		
8011 Freight paid by customer	364	0	(364)		
8024 Earned Revenue			0		
4110 Shipping and Delivery Income		75	75	0.00%	100.00%
4120 Museum Fees			0		
80011 Presenter & Guide Income	36,335	41,500	5,165	87.55%	12.45%
8009 Admission Fees - Tour/Bulk	95,914	86,000	(9,914)	111.53%	-11.53%
8010 Archival Fees	70	1,500	1,430	4.67%	95.33%
8026 Admissions - General	80,199	85,000	4,801	94.35%	5.65%
8159 Space Rental	600	1,500	900	40.00%	60.00%
Total 4120 Museum Fees	\$ 213,118	\$ 215,500	\$ 2,382	98.89%	1.11%
48600 Service Sales			0		
Total 48600 Service Sales	\$ 33,309	\$ -	\$ (33,309)		
Total 8025 Program Fees	\$ 735	\$ 700	\$ (35)	105.00%	-5.00%
8027 Store Sales			0		
Total 8027 Store Sales	\$ 18,769	\$ 35,956	\$ 17,187	52.20%	47.80%
Total 8024 Earned Revenue	\$ 265,931	\$ 252,231	\$ (13,700)	105.43%	-5.43%
8501 7015 Interest Income	2,831		(2,831)		
Phyllis Irish Memorial Fund CD		70,970	70,970	0.00%	100.00%

Total 8501 7015 Interest Income	\$	2,831	\$	70,970	\$	68,139	3.99%	96.01%
Total Revenue	\$	818,644	\$	942,576	\$	123,932	86.85%	13.15%
Cost of Goods Sold								
8101 Cost of Goods Sold		16,110		20,000		3,890	80.55%	19.45%
8102 Gallery Commission		10,188				(10,188)		
Inventory Shrinkage				6,500		6,500	0.00%	100.00%
Total Cost of Goods Sold	\$	26,297	\$	26,500	\$	203	99.24%	0.76%
Gross Profit	\$	792,347	\$	916,076	\$	123,729	86.49%	13.51%
Expenditures								
6185 Insurance						0		
8137 Liability Insurance		35,828		35,000		(828)	102.37%	-2.37%
Total 6185 Insurance	\$	35,828	\$	35,000	\$	(828)	102.37%	-2.37%
6205 Interest Expense		0				0		
8036 Fundraising Expenses		258		13,000		12,742	1.98%	98.02%
8036.1 Membership		1,176		2,500		1,324	47.05%	52.95%
8037 IT Services		6,046		15,250		9,204	39.64%	60.36%
8039 Education		294		1,500		1,206	19.57%	80.43%
8040 Collections		694				(694)		
8042 Collections Supplies		324		1,500		1,176	21.60%	78.40%
8043 Acquisitions		60		150		90	40.00%	60.00%
Total 8040 Collections	\$	1,078	\$	1,650	\$	572	65.34%	34.66%
8044 Contract Labor		1,200		1,000		(200)	120.00%	-20.00%
8047 Janitorial Services		15,667		16,775		1,108	93.39%	6.61%
8048 Utilities						0		
Total 8048 Utilities	\$	39,031	\$	51,872	\$	12,841	75.24%	24.76%
8049 Supplies						0		
Total 8049 Supplies	\$	4,355	\$	20,000	\$	15,646	21.77%	78.23%
8053 Advertising/Marketing		1,411		8,000		6,589	17.64%	82.36%
8056 Travel		775				(775)		
Total 8143 Travel	\$	285	\$	10,000	\$	9,715	2.85%	97.15%
Total 8056 Travel	\$	1,059	\$	12,000	\$	10,941	8.83%	91.17%
8058 Public Programs		1,036		3,000		1,964	34.54%	65.46%
8103 Personnel Expenses						0		
8104 Salaries & Wages		294,102		359,953		65,851	81.71%	18.29%

8105 ESC Payroll Tax		3,902	3,902	0.00%	100.00%
8106 FICA Payroll Tax	25,751	33,546	7,795	76.76%	23.24%
8107 403(b) - Employer	5,895	13,573	7,678	43.43%	56.57%
8108 Health Insurance	131,972	190,221	58,249	69.38%	30.62%
Total 8103 Personnel Expenses	\$ 457,720	\$ 601,195	\$ 143,476	76.13%	23.87%
8110 Professional Fees			0		
8045 Accounting	16,550	18,000	1,450	91.94%	8.06%
8046 Consulting	2,247	5,000	2,753	44.94%	55.06%
Total 8110 Professional Fees	\$ 18,797	\$ 23,000	\$ 4,203	81.73%	18.27%
8113 Vehicle Expense	570	2,000	1,430	28.48%	71.52%
8118 Telephone			0		
Total 8118 Telephone	\$ 3,796	\$ 7,725	\$ 3,929	49.14%	50.86%
8123 Postage and Delivery	268	700	432	38.22%	61.78%
8130 Dues and Subscriptions	9,497	12,500	3,003	75.98%	24.02%
8131 Printing and Reproduction	1,457	4,500	3,043	32.37%	67.63%
8133 Board Expense	7,310		(7,310)		
8134 Rent			0		
Total 8134 Rent	\$ 1,200	\$ 1,210	\$ 10	99.17%	0.83%
8135 ED Recruitment	0		0		
8138 Credit Card Fees	(2,612)	5,000	7,612	-52.23%	152.23%
Total 8138 Credit Card Fees	\$ 504	\$ 7,500	\$ 6,996	6.72%	93.28%
8139 Bank Service Charges	24	263	239	9.13%	90.87%
8140 Equipment			0		
8170 Office Equipment	614		(614)		
Total 8140 Equipment	\$ 614	\$ -	\$ (614)		
8144 Training & Education		5,000	5,000	0.00%	100.00%
8145 Licenses and Permits	55	750	695	7.33%	92.67%
8148 Contributions			0		
8057 In-Kind Expenses		10,000	10,000	0.00%	100.00%
Total 8148 Contributions	\$ -	\$ 10,000	\$ 10,000	0.00%	100.00%
9002 Freight and Shipping Costs	1,148	1,500	352	76.51%	23.49%
Exhibits	420		(420)		
8051 Permanent Exhibits	2,501	12,000	9,499	20.84%	79.16%
8052 Temporary Exhibits	3,860	6,100	2,240	63.28%	36.72%

Total Exhibits	\$	6,781	\$	18,100	\$	11,319	37.47%	62.53%
Total Expenditures	\$	618,179	\$	877,490	\$	259,311	70.45%	29.55%
Net Operating Revenue	\$	174,168	\$	38,586	\$	(135,582)	451.38%	-351.38%
Net Revenue	\$	174,168	\$	38,586	\$	(135,582)	451.38%	-351.38%

Above shows actuals through September.

Estimate of Full Year Financials	FY 2025
Total Revenue	885,246
Cost of Goods Sold	30,500
Gross Profit	854,746
Total Expenditures	808,246
Net Revenue	46,500

Statement of Financial Position
VALDEZ MUSEUM & HISTORICAL ARCHIVE
As of September 26, 2025

Distribution account	Total	
	As of September 26, 2025	As of September 26, 2024 (PY)
Assets		
Current Assets		
Bank Accounts		
Total for Bank Accounts	\$659,508.00	\$525,059.00
Accounts Receivable		
Total for Accounts Receivable	\$11,168.00	\$8,628.00
Other Current Assets		
1017 Undeposited Funds	14,968.00	6,448.00
1502 Museum Endowment Fund	1,322,350.00	1,322,350.00
2002 1120 Inventory Asset	19,637.00	19,637.00
8132 Cash Reserves	600.00	600.00
Cash on Hand	0.00	0.00
1016 Petty Cash	9.00	9.00
Total for Cash on Hand	\$9.00	\$9.00
Credit Card Receivables	-1,848.00	
Total for Other Current Assets	\$1,355,716.00	\$1,349,045.00
Total for Current Assets	\$2,026,392.00	\$1,882,732.00
Fixed Assets		
Total for Fixed Assets	\$98,438.00	\$98,438.00
Other Assets		
Total for Other Assets	\$1,283.00	\$1,283.00
Total for Assets	\$2,126,113.00	\$1,982,453.00
Liabilities and Equity		
Liabilities		
Current Liabilities		
Accounts Payable		
Total for Accounts Payable	\$7,024.00	\$809.00
Credit Cards		
Total for Credit Cards	\$3,964.00	\$6,535.00
Other Current Liabilities		
Total for Other Current Liabilities	\$53,211.00	\$59,020.00
Total for Current Liabilities	\$64,199.00	\$66,364.00
Long-term Liabilities		
Total for Liabilities	\$64,199.00	\$66,364.00
Equity		
3000 Opening Bal Equity	11,430.00	11,430.00
7503 Museum Endowment Fund Equity	1,322,350.00	1,322,350.00

8079 Contributed Capital	91,636.00	91,636.00
7502 3900 Retained Earnings	462,175.00	364,743.00
Net Income	174,324.00	125,930.00
Total for Equity	\$2,061,915.00	\$1,916,089.00
Total for Liabilities and Equity	\$2,126,114.00	\$1,982,453.00



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 25-0436, **Version:** 1

ITEM TITLE:

Approval of Minutes for Regular Council Meeting of August 5, 2025

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Review and approve minutes.

SUMMARY STATEMENT:

The minutes from the Regular Meeting held on August 5, 2025 are attached for review and approval.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Draft Meeting Minutes

Tuesday, August 5, 2025

7:00 PM

Regular Meeting

Council Chambers

City Council

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

Mayor Fleming called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: 6 - Mayor Dennis Fleming
Council Member Austin Love
Council Member Jimmy Devens
Council Member Olivia Foster
Council Member Joseph Lally
Council Member Joy Witte
(One Vacancy)

Also Present: City Clerk Sheri Pierce
City Manager Nathan Duval
Administrative Assistant Katie Carr

IV. APPROVAL OF MINUTES

1. Approval of Minutes for Regular Council Meeting of July 15, 2025
2. Approval of Minutes for Regular Council Meeting of July 1, 2025

Minutes were approved by consent.

V. PUBLIC BUSINESS FROM THE FLOOR

VI. CONSENT AGENDA

MOTION: Council Member Devens moved, seconded by Council Member Love, to approve the Consent Agenda.

VOTE ON MOTION:

Yays: 6 – Fleming, Love, Devens, Foster, Lally and Witte

Vacant: 1

MOTION CARRIED

1. Proclamation: Safe and Sound Week 2025

Mayor Fleming read the Safe and Sound Week Proclamation and applauded the impact from Safe and Sound Week for keeping employees safe and healthy.

2. **Approval of Executive Session to Discuss the Personal Qualifications and Characteristics of Individuals who have submitted Letters of Interest in Filling the City Council Vacancy**

VII. UNFINISHED BUSINESS

1. **Approval of Memorandum of Understanding with Valdez Avalanche Center**

Council Member Devens inquired about whether all the information needed to move forward had been received. Council Member Love responded that the weather observations, clarification from City Manager Duval, and history of the program was all the information requested.

MOTION: Council Member Lally moved, seconded by Council Member Love, to approve Memorandum of Understanding with Valdez Avalanche Center.

VOTE ON MOTION:

Yays: 6 – Fleming, Love, Devens, Foster, Lally and Witte

Vacant: 1

MOTION CARRIED.

VIII. NEW BUSINESS

1. **Appointment of Vacant City Council Seat**

Mayor Fleming asked if there was any objection to moving the item to follow Executive Session.

Mayor Fleming stated that, since Executive Session was held later in meeting, he wanted to offer time for anyone who submitted a letter of interest to address City Council.

Applicants Michael Jay Stevens and Jason Tippetts addressed the council on their qualifications and interest in serving.

2. **Appointments to Beautification Commission - Applicants: Magdalena McCay, Libby Connor, Paula McCann and T.C. Greene**

City Clerk Sheri Pierce distributed ballots.

MOTION: Council Member Love moved, seconded by Council Member Witte, to appoint Paula McCann for a two-year term, and to appoint T.C. Greene for a three-year term on the Beautification Commission.

VOTE ON MOTION:

Yays: 6 – Fleming, Love, Devens, Foster, Lally and Witte

Vacant: 1

MOTION CARRIED

3. Approval of Professional Services Agreement with DOWL, LLC for Rural Roads Repairs Design Phase 1 in the Amount of \$170,357.00

MOTION: Council Member Love moved, seconded by Council Member Foster, to approve the professional services agreement with DOWL, LLC for Rural Roads Repairs Design Phase One in the amount of \$170,357.00.

VOTE ON MOTION:

Yays: 6 – Fleming, Love, Devens, Foster, Lally and Witte

Vacant: 1

MOTION CARRIED

4. Approval of Contract with Orion Construction, Inc for the Valdez City Schools District Offices Tenant Improvements in the Guaranteed Maximum Price Amount of \$2,357,316.31

MOTION: Council Devens moved, seconded by Council Member Lally, to approve contract with Orion Construction, Inc for the Valdez City School District Offices Tenant Improvements in an amount not to exceed \$2,357,316.31.

Council Member Love inquired if there was any feedback from the School Board on the contract.

Scott Benda, Acting Capitol Facilities Director, relayed information about a meeting discussing the conversion of temporary rooms in the kindergarten area. City Manager Duval confirmed that the final layout accommodated the board's needs.

Love asked why Orion was selected. Duval spoke about the contract's budget and why Orion was best suited for the project. Benda added that Orion was familiar with the building, having already reroofed and re-sided the elementary school and redone the exterior doors.

Mayor Fleming stated a desire for the project to be completed in a timely way. He asked for and received information on the project's cost per square foot.

Benda added that Orion would be operating while school was in session and working around those hours. He also informed the council about the new driveway entrance for better flow of traffic.

VOTE ON MOTION:

Yays: 6 – Fleming, Love, Devens, Foster, Lally and Witte

Vacant: 1

MOTION CARRIED

IX. ORDINANCES

1. **#25-10 - Authorizing an Amendment to the Zoning Map to Effect a Change to Lot 2, Tract 3, USS 3538, Plat 2003-7 to Neighborhood Mixed Use. Second Reading. Adoption.**

Council Member Love thanked the applicant and the Community Development Department for working together and creating positive outcome.

MOTION: Council Member Devens moved, seconded by Council Member Witte, to adopt Ordinance #25-10.

VOTE ON MOTION:

Yays: 6 – Fleming, Love, Devens, Foster, Lally and Witte

Vacant: 1

MOTION CARRIED

X. RESOLUTIONS**XI. REPORTS**

1. **Report: Issuance of Temporary Land Use Permit 25-05 to the Fireweed 400, Inc. for An Approximately 5.6-Acre Portion of 3100 Richardson Highway, Tract D 79-116 owned by the City of Valdez**
2. **Report: Issuance of Temporary Land Use Permit #25-08 for Central Environmental, Inc. for a 2-acre portion of USS 439 (Pipeyard) Owned by the City of Valdez for a Six-Month Term**

XII. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS**1. City Manager Report**

City Manager Duval shared that the city had received a \$5.5 million community discretionary grant from Senator Murkowski for the emergency radio project. He also informed Council that a work session for the Public Works and Economic Development Departments was proposed for Tuesday August 26th and updated the council on Reeve Air flight schedules.

Council Member Love inquired about the Alaska Housing Finance Corporation Professional Housing grant and about whether Reeve Air would meet the community demand. Duval responded that a \$700,000 grant was available for professional housing and that a letter of intent had been submitted. He also addressed the expected flight frequency for the new air carrier.

2. City Clerk Report

City Clerk Sheri Pierce passed out a letter from former Governor Bill Walker regarding renaming the Valdez Container Terminal. She suggested it be put on next council

meeting agenda and discussed at the Ports and Harbor Work Session. Pierce also provided an update on scheduling.

3. City Attorney Report

City Attorney Jake Staser updated the council on the following:

- Upcoming oral arguments on escaped property litigation.
- Scheduled VMC 3.30 Board of Equalization hearing.
- The Valdez Marine Terminal Contingency Plan Renewal process.
- Plans for Trans Alaska Pipeline System settlement negotiations.

Council Member Love inquired about the Department of Environment Conservation hearing and timeline for receiving additional information. Staser answered that information was not yet available, but the schedule would be updated as soon as possible.

4. City Mayor Report

Mayor Fleming reported that it had been a beautiful Sunday for the Gold Rush Days Parade and was happy to see all the citizens out enjoying their time. He congratulated the Valdez Gold Rush Committee for putting on the event.

XIII. COUNCIL BUSINESS FROM THE FLOOR

Council Member Witte thanked everyone who applied for the vacant seat.

Council Member Devens also thanked the applicants and everyone that participated in the Gold Rush Days.

Council Member Love expressed gratitude to the city manager and senators for the radio upgrade project funding. He expressed enthusiasm for progress on child care issues.

Council Member Lally thanked Finance Director Nelson for the budget parameters presentation. He also thanked everyone who participated and volunteered at Gold Rush Days and gave kudos on the radio funding and Reeve Air proposal.

Council Member Foster extended gratitude to Senator Lisa Murkowski for the radio program and childcare center appropriations. She commented that it was great to see the city staff enjoying Rush and with the community.

XIV. EXECUTIVE SESSION

Meeting recessed into Executive Session.

XV. RETURN FROM EXECUTIVE SESSION

1. Appointment of Vacant City Council Seat (continued)

MOTION: Council Member Love moved, seconded by Council Member Lally, to appoint Lester Green to fill a vacancy on the Valdez City Council for a term ending on May 19, 2026.

Love thanked all the candidates for their applications and expressed appreciation for people being willing to serve on City Council.

VOTE ON MOTION:

Yays: 6 – Fleming, Love, Devens, Foster, Lally and Witte

Vacant: 1

MOTION CARRIED.

XVI. ADJOURNMENT

Mayor Fleming adjourned the meeting at 7:50 p.m.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 25-0443, **Version:** 1

ITEM TITLE:

Approval of Minutes for Regular Council Meeting of August 19, 2025

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

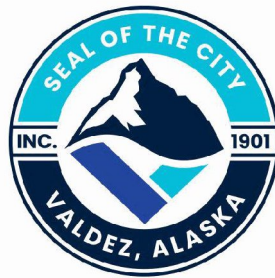
Review and approve minutes.

SUMMARY STATEMENT:

The minutes from the Regular Meeting held on August 19, 2025 are attached for review and approval.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



DRAFT Meeting Minutes

Tuesday, August 19, 2025

7:00 PM

Regular Meeting

Council Chambers

City Council

REGULAR AGENDA - 7:00 PM**I. CALL TO ORDER**

Mayor Fleming called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE**III. ROLL CALL**

Present: 7 - Mayor Dennis Fleming
Council Member Austin Love
Council Member Jimmy Devens
Council Member Olivia Foster
Council Member Joseph Lally
Council Member Joy Witte
Council Member Lester Greene

Also Present: City Clerk Sheri Pierce
City Manager Nathan Duval
Deputy City Clerk Elise Sorum-Birk
Administrative Assistant Katie Carr

IV. SWEAR-IN CITY COUNCIL APPOINTEE

Deputy City Clerk Elise Sorum-Birk administered the oath of office to Lester Greene.

Council Member Greene took his seat at the dais.

V. PUBLIC BUSINESS FROM THE FLOOR**VI. CONSENT AGENDA**

1. **Appointments to the Valdez Consortium Library Board, Applicants: Carl Oberg and Michael "Jay" Stevens**
2. **Acceptance of Resignation of Library Board Member Sadie Blancaflor**
3. **Approval of Liquor License Renewal - 369 BPO Elks Lodge #2537**

Council Member Greene stated that he served on the board of directors for the organization but did not believe a conflict of interest existed.

Mayor Fleming asked City Council if there was any objection to Council Member Greene participating in the vote. No objections were raised.

4. **Approval of Liquor License Renewal - Valdez Food Cache #5612**

5. **Approval of Liquor License Renewal - Growler Bay Brewing Company #5634**
6. **Approval of Liquor License Renewal - Nat Shack #5932**
7. **Approval of Renewal of Marijuana Dispensary License - Herbal Outfitters LLC #10173**

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

VOTE ON THE MOTION:

Yays: 7 Love, Devens, Lally, Foster, Witte, Greene and Fleming
MOTION CARRIED.

VII. NEW BUSINESS

1. **Approval of Revised Child Care Start Up and Operating Grant Programs and INNOVATION Grant Expense Categories**

MOTION: Council Member Love moved, seconded by Council Member Devens, to approve revision of child care start up and operating grant programs and INNOVATION grant expense categories.

Council Member Love asked for clarification on the amount of grant funding remaining and how much additional support Head Start would require. City Manager Nate Duval provided numbers and emphasized the desire to assist child care providers in the community who could actively use the funds ahead of the grant expiration.

Council Member Foster praised the creative utilization of funds.

VOTE ON THE MOTION

Yays:7 - Fleming, Love, Devens, Foster, Lally, Witte and Greene
MOTION CARRIED.

2. **Approval of the 2024 Financial Audit**

MOTION: Council Member Devens moved, seconded by Council Member Witte, to approve the 2024 Financial Audit.

City Manager Duval spoke about the audit process and commented on the achievement of a clean audit.

Council Member Love, Council Member Devens, and Mayor Fleming praised the work of Altman, Rogers and Co. and the City of Valdez Finance Department.

VOTE ON THE MOTION

Yays:7 - Fleming, Love, Devens, Foster, Lally, Witte and Greene
MOTION CARRIED.

3. Discussion Item: Purchase of Lot 3, Tract K - Mineral Creek Industrial Park to Secure Dedicated Snow Storage for the City of Valdez

City Manager Duval and Public Works Director John Witte described challenges with adequate space for snow removal in the neighborhood where the property purchase was being considered.

Mayor Fleming asked about the impact of snow removal work on the ski trail. Director Witte explained how new patterns would help with ski trail accessibility.

Council Member Lally asked for clarification on the Port Valdez Company.

Council Member Love asked if snow removal had been an ongoing issue in the affected neighborhoods and the impact of new development in the area. Duval provided details on how snow removal patterns and needs had shifted with the addition of new housing and streets.

Duval described next steps for formal approval.

Love asked about the source of funding for the proposed purchase and Duval noted options including the land development reserved. Love asked for and received information about the availability of the property and timing of proposed purchase.

Director Witte explained how snow removal would be adversely impacted if the lot were not purchased.

Love asked about if code updates were needed to avoid a shortage of snow storage in the future and advocated for proactive planning. Duval noted that the issue at hand was predominately due to an undersized right of way on city land.

VIII. RESOLUTION

1. #25-34 - Amending the 2025 City Budget by Transferring \$4,500,000 of 2022 General Obligation Bond Proceeds to Municipal Well #5 Project

MOTION: Council Member Love moved, seconded by Council Member Lally, to approve Resolution 25-34.

VOTE ON THE MOTION

Yays:7 - Fleming, Love, Devens, Foster, Lally, Witte and Greene
MOTION CARRIED

2. #25-35 - Renaming the Valdez Container Terminal as the "Ryan J. Sontag Valdez Container Terminal"

MOTION: Council Member Devens moved, seconded by Council Member Witte, to approve Resolution 25-35.

Council Members Devens and Love praised the efforts of the Sontag family in Valdez and Ryan J. Sontag's contributions in particular

Love asked if a more succinct name could be possible. Ports and Harbor Director Talbot explained the possible benefit of keeping "Valdez Container Terminal" in the name.

Mayor Fleming echoed the prior positive comments.

Members of the Sontag family thanked the City Council for honoring Ryan J. Sontag's legacy.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Devens, Foster, Lally, Witte and Greene
MOTION CARRIED.

Mayor Fleming read Resolution 25-35 into the record.

3. **#25-36 - Establishing Council Priorities for the 2026 Operating Budget**

MOTION: Council Member Lally moved, seconded by Council Member Love, to approve Resolution 25-36.

Love asked for clarification regarding cost-of-living adjustments. Budget Analyst Casey Dschaak provided context.

MOTION TO AMEND: Council Member Love moved, seconded by Council Member Foster, to amend language in the "Revenues" section, "Permanent Fund" subsection, on page one of Attachment A, the change "Management will present steps to minimize utilization of the appropriation" to "Management will present steps to minimize *and eliminate* utilization of the appropriation"

Budget and Policy Analyst Casey Dschaak noted the intent of the resolution was to provide guidance to administration on the 2026 budget.

Mayor Fleming asked City Attorney Staser about the Charter provision requiring the 1.5% draw. Staser noted that the Charter language was subject to interpretation and suggested alternative language be used.

Council Member Devens expressed concerns on the use of the word "eliminate" in reference to all future budgets.

Deputy City Clerk Sorum-Birk read the Charter language pertaining to the required annual appropriation for operating or capital expenses of 1.5% the permanent fund's market value.

Love reiterated the goal of his amendment.

MOTION TO AMEND THE AMENDMENT: Council Member Devens moved, seconded by Council Member Love, to amend the amendment replacing “minimize and eliminate” with “discontinue.”

Intent and impact of word choice was further discussed.

VOTE ON SECONDARY AMENDMENT

Yays: 6 - Fleming, Love, Devens, Foster, Witte and Greene

Nays: 1 - Lally

MOTION CARRIED

VOTE ON AMENDMENT AS AMENDED

Yays: 6 - Fleming, Love, Devens, Foster, Witte and Greene

Nays: 1 - Lally

MOTION CARRIED

Love asked about the variability of the cost-of-living adjustment being based on the Consumer Price Index. Duval gave broad context for the practice.

Love asked about if additional information was available on utility fund rates and subsidy. Budget and Policy Analyst Dschaak noted that additional information would be provided during the budget process.

VOTE ON MAIN MOTION AS AMENDED

Yays: 6 - Fleming, Love, Devens, Foster, Witte and Greene

Nays: 1 - Lally

MOTION CARRIED

IX. REPORTS

1. **Monthly Treasury Report: May 2025**
2. **Monthly Treasury Report: June 2025**
3. **Report: 2025 ADEC Solid Waste Program Inspection - City of Valdez Landfills**

Council members and City Manager Duval praised the efforts of the City of Valdez's solid waste workers.

4. **Report: Issuance of Temporary Land Use Permit #25-09 for Granite Construction Company for a 1.9-acre Portion of Tract C1 ASLS 79-116 owned by the City of Valdez**
5. **Verbal Report: Monthly Projects Update**

Acting Capital Facilities Director Scott Benda updated council on the status of various capital improvement projects.

Council asked for and received additional detail on the scrap metal barge project, sewer force main replacement completion and the leaking fuel storage tank at the elementary school.

City Manager Duval highlighted the imminent completion of the park at Meals Hill.

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

1. City Manager Report

City Manager Duval advised on the Reeve Air reservation process, the Puppy Paw-ty adoption event, the Director's Derby event, meeting with Representative Begich's staff in Anchorage and attendance at the Coast Guard Foundation Dinner. He reminded council about the Coast Guard Cutter Blacktip re-homeporting ceremony and Housing Subcommittee meeting to take place the following Thursday.

Mayor Fleming asked about Reeve Air operations in Fairbanks. Duval provided clarification.

Council Member Love asked about the hospital roof drain. Duval provided clarification.

2. City Clerk Report

Deputy Clerk Sorum-Birk gave an update on the new electronic voting system, advised on travel planning for the Alaska Municipal League conference, and informed Council that the open position in the Clerk's Department had been filled.

3. City Attorney Report

City Attorney Staser welcomed Council Member Greene and provided an update on:

- Escaped property litigation
- Scope of the Valdez Marine Terminal Contingency plan.
- Wrongful termination suit

He also reminded Council of the executive session taking place the following day

Council Member Love praised the progress on the escaped property litigation.

4. City Mayor Report

Mayor Fleming relayed his experiences with:

- Attending the Coast Guard Foundation dinner.
- Attending the Alaskan Tanker Company banquet.
- Hosting Senator Murkowski's visiting staff.

- Participating in the Copper Valley Electric Association tour.

XI. COUNCIL BUSINESS FROM THE FLOOR

Council Member Greene thanked Council for the opportunity to serve the community.

Council congratulated Greene.

Council Member Witte reminded Council of the City's employee appreciation event.

Council Member Lally thanked the Ports and Harbors Commission for their contributions.

XII. ADJOURNMENT

Mayor Fleming adjourned the meeting at 8:27 p.m.



Legislation Text

File #: 25-0437, **Version:** 1

ITEM TITLE:

Approval of Minutes for Regular Council Meeting of September 16, 2025

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Review and approve minutes.

SUMMARY STATEMENT:

The minutes from the Regular Meeting held on September 16, 2025 are attached for review and approval.

City of Valdez

*212 Chenega Ave.
Valdez, AK 99686*



DRAFT- Meeting Minutes

Tuesday, September 16, 2025

7:00 PM

Regular Meeting

Council Chambers

City Council

REGULAR AGENDA - 7:00 PM**I. CALL TO ORDER****II. PLEDGE OF ALLEGIANCE****III. ROLL CALL**

Present: 6 - Mayor Pro Tempore Austin Love
Council Member Jimmy Devens
Council Member Olivia Foster
Council Member Joseph Lally (remote)
Council Member Joy Witte
Council Member Lester Greene

Excused: 1 - Mayor Dennis Fleming

Also Present: 3 - Assistant City Manager Jordan Nelson
City Clerk Sheri Pierce
Deputy City Clerk Elise Sorum-Birk

IV. APPROVAL OF MINUTES

- 1. Approval of Minutes for Special Meeting August 20, 2025**
- 2. Approval of Minutes for Regular Council Meeting of September 2, 2025**

The minutes from August 20, 2025, and September 2, 2025, were approved by consent.

V. PUBLIC APPEARANCES**1. Public Appearance: Providence Valdez Counseling Center**

Edmore Mangena, Glyn Deputy and Carolyn Fry of the Providence Valdez Counseling Center shared information about suicide prevention month, highlighting the broad reaching impact of suicide on the community and community engagement efforts on the issue.

2. Public Appearance: Lanette Oliver, Valdez Adventure Alliance, Odyssey Off Trail Race

Lanette Oliver, Executive Director for Valdez Adventure Alliance, provided a presentation and slide show highlighting the recent Odyssey Off Trail Race.

VI. PUBLIC BUSINESS FROM THE FLOOR

Sharon Scheidt, Communications Director for Copper Valley Electric Association, informed Council about her upcoming retirement and introduced her replacement, Morgan Melton. She expressed gratitude for her years of working closely with the city.

VII. CONSENT AGENDA

1. **Appointment to the Economic Diversification Commission, Applicant: Colleen Stephens**
2. **Appointment to City Permanent Fund Investment Committee- Applicant: Mike Wells**
3. **Acceptance of Resignation of Library Board Member Kent Runion**
4. **Approval of New Tourism Liquor License– Alaska Backcountry Guides LLC #60308**
5. **Approval of Renewal Marijuana Cultivation Facility License – DKW Farms, LLC**

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

VOTE ON MOTION:

Yays: 6 - Love, Devens, Foster, Lally, Witte and Greene

Absent: 1 - Fleming

MOTION CARRIED.

VIII. ORDINANCES

1. **#25-11 - Authorizing an Amendment to the Zoning Map to Effect a Change to Lot 2, A.S.L.S. 78-139, Plat 98-2 to General Commercial. Second Reading. Adoption.**

MOTION: Council Member Foster moved, seconded by Council Member Witte, to approve Ordinance 25-11 in second reading for adoption.

VOTE ON MOTION:

Yays: 6 - Love, Devens, Foster, Lally, Witte and Greene

Absent: 1 - Fleming

MOTION CARRIED.

IX. RESOLUTIONS

1. **#25-41 - Adopting Revisions to the Permanent Fund Investment Policy Statement and Rescinding Resolution #22-50**

MOTION: Council Member Greene moved, seconded by Council Member Foster, to approve Resolution 25-41.

VOTE ON MOTION:

Yays: 6 - Love, Devens, Foster, Lally, Witte and Greene

Absent: 1 - Fleming

MOTION CARRIED.

2. #25-42 - Amending the 2025 City Budget by Transferring \$134,444 from Budget Variance Reserve to Community Development Department Contractual Services

MOTION: Council Member Foster moved, seconded by Council Member Devens, to approve Resolution 25-42.

VOTE ON MOTION:

Yays: 6 - Love, Devens, Foster, Lally, Witte and Greene

Absent: 1 - Fleming

MOTION CARRIED.

X. REPORTS**1. Report: Code Enforcement Update**

Council Member Foster asked for clarification on call volume and process of reporting through the Code Enforcement Officer.

Police Chief King confirmed that nuisance abatement activities were the main focus of the Code Enforcement Officer but noted that the scrap metal barge had been additional major project in recent months. He noted that the initial scrap barge had not included vehicles and that 95 vehicles had been processed to date.

Council Member Love inquired about the statistics included in the report and the breakdown of call type. Chief King provided context.

City Clerk Pierce noted that the draft nuisance abatement ordinances were finalized and would be in first reading at the next regular meeting.

- 2. Procurement Report: Agreement for Professional Services – HDR Engineering, Inc. (Balefill & C&D Landfill Survey)**
- 3. Procurement Report: Service Agreement with Harris Sand & Gravel, Inc. (2025 Asphalt & Sidewalk Repair) in the Amount of \$60,477.00**
- 4. Change Order Report: Change Order with Harris Sand & Gravel for the Valdez SBH H-K Major Reconstruction project in the amount of \$28,496.01**
- 5. Contract Amendment Report: Extend the 2025 Emergency Generator Annual Inspection Contract Through 2026.**

6. **Report: Issuance of Temporary Land Use Permit 25-10 for the Valdez Convention and Visitors Bureau, Inc. for 161 Galena Drive (Lot 31, Block 33 Mineral Creek Subdivision), 310 Galena Drive (Lots 15 & 16, Block 35, Mineral Creek Subdivision) and 180 Galena Drive (Lots 11 & 12, Block 35, Mineral Creek Subdivision) owned by the City of Valdez**

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

1. City Manager Report

Assistant City Manager Nelson provided additional information on the schedule for budget work sessions and process for October. He noted that the Community Service Organization committee had met to discuss sponsored events and would provide Council with recommendations to consider.

2. City Clerk Report

City Clerk Pierce noted that the work session schedule and calendar for October had been distributed. She highlighted the upcoming Pioneers of Alaska convention being held in Valdez and shared information about the upcoming Alaska Municipal League conference in Anchorage. Pierce also announced to the public that the city was seeking applicants for the Economic Diversification Commission.

3. City Attorney Report

City Attorney Jack Wakeland gave an update on the request for reconsideration in the escaped property litigation.

4. City Mayor Report

Mayor Pro Tem Love highlighted the Nayurluku Park grand opening. He gave a belated thank you to various members of past City Councils who had supported the project over the years and to City Manager Nate Duval who also served as project manager for the park's development.

XII. COUNCIL BUSINESS FROM THE FLOOR

Council Members reflected on the importance of recognizing Suicide Prevention Month and encouraged the community to take the issue seriously and assist those in need.

Members echoed the Mayor Pro Tem's positivity about the opening of Nayurluku Park at Meals Hill and congratulated Sharon Scheidt on her upcoming retirement.

Council Member Foster provided details about the upcoming thread summit in Anchorage about the economic impacts of child care and encourage community leaders to attend.

Council Members Witte and Devens shared about the staff appreciation event and thanked city staff for their service.

Council Member Witte also shared about her participation in a tour of the Westerdam Cruise Ship and attendance at the 9/11 Memorial.

Council Member Lally added his gratitude for the 9/11 Memorial Ceremony and shared his firsthand experiences of being involved with response during the tragic event while stationed in New York with the Coast Guard.

XIII. ADJOURNMENT

Mayor Pro Tem Love adjourned the meeting at 8:03 p.m.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 25-0431, **Version:** 1

ITEM TITLE:

Public Appearance: Mat Brunton, Chugach Mountain Institute

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

Mat Brunton with the Chugach Mountain Institute will present on the topic of concerns on accountability relative to taxpayer-funded outdoor recreation initiatives.



Legislation Text

File #: 25-0444, **Version:** 1

ITEM TITLE:

Proclamation: Recognizing Premier Alaska for their 30 years of serving Valdez

SUBMITTED BY: Martha Barberio, Economic Development Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and File

SUMMARY STATEMENT:

The City of Valdez honors Premier Alaska Tours for 30 years of commitment to Valdez's visitor industry. From guaranteed tour departures to cruise excursion support, transportation services, and community partnerships, Premier Alaska Tours has been instrumental in growing and sustaining Valdez's tourism economy.



PROCLAMATION

WHEREAS, Premier Alaska Tours was founded in 1995 under the leadership of Tim Worthen and Peter Grunwaldt as an Alaska-based receptive tour operator dedicated to showcasing Alaska through locally owned businesses and authentic experiences; and

WHEREAS, Premier Alaska Tours has filled a critical need in the marketplace by offering group and custom land itineraries that ventured beyond the traditional rail belt, often assuming development risk to open new opportunities for less-traveled regions and communities; and

WHEREAS, from the beginning, Premier Alaska Tours has included Valdez in its itineraries, offering guaranteed departures and one- and two-night stays, and over time has expanded to include custom series itineraries and single departure tours; and

WHEREAS, in 2019, Premier Alaska Tours began offering shore excursion support for cruise ships making calls in Valdez, helping businesses and the community understand cruise industry needs, while assisting with product development, pricing, and marketing; and

WHEREAS, today Premier Alaska Tours plays a vital role in Valdez's visitor industry by assisting each cruise line calling on Valdez with comprehensive excursion planning, contracting, and delivery; and

WHEREAS, Premier Alaska Tours provides reliable transportation for Valdez high school teams during winter months, as well as for conventions, meetings, and oil spill exercises, ensuring safe travel even in challenging conditions; and

WHEREAS, Premier Alaska Tours actively supports the City of Valdez's Port and Economic Development Departments in securing cruise line contacts, marketing, and educational outreach, while also dedicating time to community tourism meetings, training sessions, and business development initiatives; and

WHEREAS, Valdez is stronger because of Premier Alaska Tours' dedication to the tourism industry and its safe, professional, and courteous operations.

NOW, THEREFORE, I, Dennis Fleming, Mayor of the City of Valdez, do hereby recognize **Premier Alaska Tours** for its 30 years of service and invaluable contributions to the tourism industry and the community of Valdez.

Dated this 7th day of October 2025.

CITY OF VALDEZ, ALASKA

ATTEST:

Dennis Fleming, Mayor

Sheri L. Pierce, MMC, City Clerk



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 25-0430, **Version:** 1

ITEM TITLE:

Proclamation: Domestic Violence Awareness Month

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

See attached proclamation recognizing October 2025 as Domestic Violence Awareness Month.



PROCLAMATION

WHEREAS, Alaska continues to strive to overcome a high rate of domestic violence; and

WHEREAS, all people have the right to live with respect and dignity and free from fear; and

WHEREAS, the most vulnerable group of Alaskans, our children, are burdened with the longest healing and toughest obstacles to recovery; and

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to the systematic use of physical, emotional, sexual, psychological, and economic control or abuse; and

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals, families, and society as a whole; and

WHEREAS, all citizens should be aware of the impact of abusive words, angry confrontations, sexual harassment, physical assaults, sexual assaults, bullying behavior and we should commit to promote a safe respectful climate for all citizens.

NOW, THEREFORE, I, Dennis Fleming, Mayor of the City of Valdez, hereby proclaim the month of October to be,

DOMESTIC VIOLENCE AWARENESS MONTH

in Valdez and call upon all citizens, community agencies, religious organizations, medical facilities, and businesses to promote active non-violence and to increase participation in our efforts to prevent domestic violence.

Dated the 7th day of October, 2025

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 25-0434, **Version:** 1

ITEM TITLE:

Proclamation: Fire Prevention Week

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: na

Unencumbered Balance: na

Funding Source: na

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Please see attached Proclamation designating the week of October 5 - 11, 2025 as Fire Prevention Week - with the theme of "Charge into Fire Safety: Lithium-Ion Batteries in Your Home."



PROCLAMATION

WHEREAS, the City of Valdez is committed to ensuring the safety and security of everyone who lives in or visits our community; and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

WHEREAS, most of the electronics used in homes daily, including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys, are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, residents should follow three key calls to action: buy only UL listed products, charge batteries safely, and recycle them responsibly to prevent battery-related fires; and

WHEREAS, the 2025 Fire Prevention Week theme, “Charge into Fire Safety: Lithium-Ion Batteries in Your Home,” serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities; and

WHEREAS, the City of Valdez Fire Department is dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach and continues to support ongoing fire prevention in the community through programs like those that provide smoke alarms for homes and loan chimney brushes to residents.

NOW, THEREFORE, I, Dennis Fleming, Mayor of the City of Valdez, do hereby proclaim the week of October 5 – 11, 2025 as

FIRE PREVENTION WEEK

in Valdez and encourage residents to educate themselves this week on fire prevention in general and lithium-ion battery safety specifically.

Dated the 7th day of October, 2025

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 25-0432, **Version:** 1

ITEM TITLE:

Approval To Go Into Executive Session Re: 1) Discussion of Implications for City Revenues and Litigation Strategy Regarding Trans Alaska Pipeline System Ad Valorem Tax Issues; 2) Discussion of Ongoing Escaped Property Legal Issues; 3) Discussion of Local Regulation and Assessment of Oil Spill Prevention and Response Property; 4) Discussion of Litigation Related to Ables Employment Matters

SUBMITTED BY: Jake Staser, City Attorney

FISCAL NOTES:

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

RECOMMENDATION:

Approve.

SUMMARY STATEMENT:

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

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

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



Legislation Text

File #: 25-0433, **Version:** 1

ITEM TITLE:

Approval of Renewal of Retail Marijuana Store License; Coastal Cannabis Company

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:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within our jurisdiction. Notice is required under 3 AAC 306.035(c)(2).

To protest the approval of this application pursuant to 3 AAC 306.060, the city must furnish the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

License Number: 35633

License Status: Active-Operating

License Type: Retail Marijuana Store

Doing Business As: Coastal Cannabis Company

Business License Number: 2176609

Designated Licensee: William Watson

Email Address: coastalcannabiscompanyak@gmail.com

Local Government: Valdez

Local Government 2:

Community Council:

Latitude, Longitude: 61.123600, -146.266235

Physical Address: 1900 Mineral Creek Loop Rd
Valdez, AK 99686
UNITED STATES

Licensee #1	Entity Official #1
Type: Entity	Type: Individual
Alaska Entity Number: 10226109	Name: Dwain Dunning
Alaska Entity Name: Cannabis 49 LLC	
Phone Number: 907-831-6028	
Email Address: coastalcannabiscompanyak@gmail.com	
Mailing Address: PO Box 2078 Valdez, AK 99686 UNITED STATES	Phone Number: 907-255-1463
	Email Address: cd_dunning@cvinternet.net
	Mailing Address: P.O.Box 1876 Valdez, AK 99686 UNITED STATES

Note: No affiliates entered for this license.

Entity Official #2
Type: Individual
Name: William Watson
Phone Number: 907-831-6028
Email Address: coastalcannabiscompanyak@gmail.com
Mailing Address: P.O.Box 512 Valdez, AK 99686 UNITED STATES



Alaska Marijuana Control Board

Form MJ-20: 2025-2026 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Cannabis 49 LLC	License Number:	35633		
License Type:	Retail Marijuana Store				
Doing Business As:	Coastal Cannabis Company				
Premises Address:	1900 Mineral Creek Loop Rd				
City:	Valdez	State:	AK	ZIP:	99686

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Dwain Todd Dunning
Title:	Partner

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued for this license between July 1, 2024, and June 30, 2025.

Sign your initials to the following statement **only if you are unable to certify one or more of the above statements**:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).



Form MJ-20: 2025-2026 Renewal Application Certifications

Section 5 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

Initial this box if you are submitting an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

If multiple licenses are held, list all license numbers below:

11234, 35633

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 falsify an application and commit the crime of unsworn falsification.

Dwain Todd Denning

Printed name of licensee

Signature of licensee



Alaska Marijuana Control Board

Form MJ-20: 2025-2026 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Cannabis 49 LLC	License Number:	35633		
License Type:	Retail Marijuana Store				
Doing Business As:	Coastal Cannabis Company				
Premises Address:	1900 Mineral Creek Loop Rd				
City:	Valdez	State:	AK	ZIP:	99686

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	William Allen Watson
Title:	Partner

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

WAW

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

WAW

I certify that a notice of violation has **not** been issued for this license between July 1, 2024, and June 30, 2025.

WAW

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).



Form MJ-20: 2025-2026 Renewal Application Certifications

Section 5 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

WAW

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

WAW

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

WAW

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

WAW

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

WAW

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

WAW

Initial this box if you are submitting an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

If multiple licenses are held, list all license numbers below:

11234
35633

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 falsify an application and commit the crime of unsworn falsification.

WAW

William A. Wintson

Printed name of licensee

William A. Wintson

Signature of licensee



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

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

September 15, 2025

Licensee: Cannabis 49 LLC
DBA: Coastal Cannabis Company
VIA email: coastalcannabiscompanyak@gmail.com
Local Government: Valdez
Via Email: spierce@valdezak.gov; esorumbirk@valdezak.gov
Community Council:
Via Email:

BCC: amco.admin@alaska.gov

Re: Retail Marijuana Store License Combined Renewal Notice

License Number:	#35633
License Type:	Retail Marijuana Store
Licensee:	Cannabis 49 LLC
Doing Business As:	Coastal Cannabis Company
Physical Address:	1900 Mineral Creek Loop Rd. Valdez, AK 99686
Designated Licensee:	William Watson
Phone Number:	907-831-6028
Email Address:	coastalcannabiscompanyak@gmail.com

☒ License Renewal Application

☐ Endorsement Renewal Application

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government

protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2025/2026 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Sincerely,



Kevin Richard, Director
907-269-0350



Legislation Text

File #: 25-0442, **Version:** 1

ITEM TITLE:

Appointments to Parks and Recreation Commission - Applicants: Jessica Tran, Benjamin Rush, Jillian Reiss and Sarah Jorgenson-Owen

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Review and appoint three applicants.

SUMMARY STATEMENT:

The City Clerk's Office has advertised the three upcoming vacancies for the Parks and Recreation Commission.

The following applications have been received:

- Jessica Tran
- Benjamin Rush
- Jillian Reiss
- Sarah Jorgenson-Owen

Three applicants will be appointed - Two to serve to serve a three-year term ending October 31, 2028, and one to serve a two-year term ending October 31, 2027.

Appointments and terms have been adjusted to account for the change in commission composition (moving to 5 members).

Application materials are attached for review and consideration.

Application Form

Profile

Jessica

First Name

Tran

Last Name

Email Address

Valdez Mailing Address (PO BOX # or HCI BOX #)

Home Address

City

Primary Phone

Suite or Apt

State

Postal Code

Alternate Phone

Valdez City Schools

Employer

Teacher

Occupation

Which Boards would you like to apply for?

Parks & Recreation Commission: Eligible

Question applies to multiple boards

Required Time Commitment: All board/committee members and commissioners are expected to (1) be physically present at most, if not all, board/committee or commission meetings and (2) review agenda materials prior to arriving for the meeting to be best prepared for discussion and decision making. Are you aware of the time commitment involved in serving on this particular board, committee, or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?

Yes

Jessica Tran

69

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?

☒ Other

Interests & Experience

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

I would love the opportunity to collaborate with others that are passionate about creating more opportunities for community members to engage with our dynamic environment. I believe my experience in the outdoors and with other outdoor programs will help expand future programming for our community.

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

I am teacher at the local elementary school, I have volunteered with local outdoor programs around the state, and recreate year round in Alaska. I am an avid backcountry skier, ice climber, fat biker, fisher, hunter, and novice snow mobile rider.

Upload a Resume or Letter of Interest

Application Form

Profile

How did you learn about this vacancy?

☒ I am a Current Board/Committee/Commission Member

Benjamin Rush
First Name Last Name

Email Address

Valdez Mailing Address (PO BOX # or HCI BOX #)

Home Address Suite or Apt
City State Postal Code

Primary Phone Alternate Phone

Prince William Sound College Professor
Employer Occupation

Which Boards would you like to apply for?

Parks & Recreation Commission: Submitted

Question applies to multiple boards
Required Time Commitment: All board/committee members and commissioners are expected to (1) be physically present at most, if not all, board/committee or commission meetings and (2) review agenda materials prior to arriving for the meeting to be best prepared for discussion and decision making. Are you aware of the time commitment involved in serving on this particular board, committee, or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?

Yes, I am available

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


Interests & Experience

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

I work with the Outdoor Leadership program. I already collaborate with Parks and Recreation as far as my student's internships and work opportunities. I think being on the board could help the town of Valdez. I have experience in both the academic and practical world. I have currently served 3 years on the P & R board.

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

please see attachment

 Upload a Resume or Letter of Interest

BENJAMIN L RUSH
UNIVERSITY OF ALASKA-VALDEZ
PRINCE WILLIAM SOUND COLLEGE

OBJECTIVE AND HIGHLIGHTS

Leverage my proven track record of successfully instructing and developing others with my passion for the outdoors to help develop Valdez outdoor programs.

- | | | |
|--|---|---|
| • Master Educator
Course Instructor - | • Instructor - Stone
Hearth Open Learning | • Emergency Medical
Technical - Wilderness |
| • First Responder - SOLO
Wilderness | • American Institute for
Avalanche Research and
Education (AIARE) | • Instructor, Level 1-3,
American Canoe/Kayak
Association |
| • WEA International
Conference/ Key Note
Speaker 2019, Taipei,
Taiwan | • Director-SOLO
International | • Outdoor Instructor -
National Outdoor
Leadership School
(NOLS) |

EDUCATION

National Taiwan Sport University, Taoyuan City, Taiwan PhD Coaching Services. Dissertation: Quantitative study on the Risk Management Protocols in Relation to Accidents in Taiwan

University of Memphis, Memphis, TN MS - Physical Education and Outdoor Experiential Education

University of Memphis, Memphis, TN BS – Outdoor Recreation

HONORS

- Extreme Life, Documentary on life Of Benjamin Rush and Outdoors – Taiwan 2012. This was a one-year filming project of my life in Taiwan and the Outdoors.
- Outstanding Teacher Award – National Dong Hwa University - Hualien City, Taiwan 2006
- Outstanding Teacher Award – National Dong Hwa University - Hualien City, Taiwan 2009

CONFERENCE AND SEMINARS

- WEA conference/Honey Rock, Wisconsin 2020
- AEE Regional Conference / Becket, Massachusetts 2019
- The Teacher Professor Conference / Atlanta, Georgia 2018
- Vermont Healthcare and EMS Preparedness Conference / Burlington, Vermont 2017
- Wilderness Risk Management Conference / Atlanta, Georgia 2014
- Wilderness Risk Management Conference / Boston, Mass 2012

SPEAKING ENGAGEMENT INVITATIONS

- WEA International Conference, Key Note Speaker, Taipei, Taiwan 2019
- Northeast Adventure and Trip Symposium / Lake George, New York 2019
- Asia Adventure Experimental Education Conference / Taipei City, Taiwan 2012
- Asia Adventure Experimental Education Conference / Taipei City, Taiwan 2011
- Wilderness Education Association Conference / Estes Park, Colorado 2010
- Asia Adventure Experimental Education Conference / Taipei City, Taiwan 2009

UNIVERSITY COMMITTEES

- Academic Standard Committee
- Campus Planning Committee
- Campus Safety Committee
- Lyndon State College, Advisor Christian Club
- Lyndon State College, Advisor to MRM students

COMMUNITY SERVICE

- Valdez Adventure Alliance- Board Member
- Valdez Search and Rescue/Fire Department
- Lyndon Walk Bike Safety Action Plan Steering Committee •
- Lyndon Outing Club Steering Committee
- Lyndon Rescue Team
- Pemi Search and Rescue, New Hampshire

APPENDIX

CERTIFICATIONS AND TRAINING

- Denali Expedition 2023
- Kayaking expedition(Whittier to Valdez) 2022
- WEA, Certified Outdoor Educator 2020
- A.C.A., Level1 – Level 2, Instructor Trainer (I.T.) Current
- American Canoe/Kayak Association White Water Level 1-2, Instructor Course Current
- American Canoe/Kayak Association (A.C.A.), Level 1-3, Instructor Current
- America Canoe Association Swift Water Rescue Level 4 Skills Certification 2014
- ACA Sea Kayaking Instructor Development Workshop 2014
- Mountaineering and Climbing Seminar. 2014
- Rock training program -12 days , Red Rocks, Nevada 2014
- Sea Kayaking Seminar for N.O.L.S. Instructor Class 2014
- Alaska Avalanche Seminar-Level 1 2012
- Alaska Sea Kayaking Seminar for N.O.L.S. Instructors 2012
- Leadership Education And Development Seminar (LEADS) 2012
- Rock Climbing Seminar for N.O.L.S. Instructors 2012
- Fast and Light Seminar for N.O.L.S. Instructors 2011
- International Mountain Guide (I.M.G.) Winter Expedition Ascent Training 2011
- A.M.G.A., Single Pitch Instructor Course 2010

PUBLICATIONS AND PAPERS

- Rush, B. and Chen, M., 2014. The prediction of the consistency of collegiate athletes' perceived coaches' leadership behavior on their motivation - The Mediating Role of Coach-Athlete Relationship
Journal of National Taiwan Sports University
- Rush, B. and Hsieh, C. M., 2014. Females in the Outdoors: Going Against Culture
Journal of Asia Adventure Experiential Education
- Rush, B. and Wu, G., 2013. The How and Why of the 10 Essentials in the Outdoors,
Journal of Asia Adventure Experiential Education, 7, 1-10
- Rush, B. and Wu, G. J., 2012. Leadership and Risk Management: Learning from Our mistakes
Leisure Study, 4(1), 71-85
- Li, T. L. and Rush, B., 2009. The effects of prolonged strenuous exercise on salivary secretion of IgA subclasses in men
International Journal of Sport and Exercise Science, (3): 69-74

LANGUAGES

- English – native language
- Mandarin – fluent

ASSOCIATIONS

- American Canoe/Kayak Association
- American Mountain Guides Association
- Appalachian Mountain Club
- Leave No Trace Center for Outdoor Ethics
- Maine Inter-Trail Association
- Wilderness Education Association

TEACHING EXPERIENCE:

Leisure and Tourism in Society, Leadership and Small Group Dynamics, Backcountry Leadership, Hiking and Backpacking, Outdoor Expeditions, Adventure Programming 1&2, Outdoor Expeditions, Wilderness Minds, Outdoor Practicum, Wilderness First Responder, LNT Master courses, Sea Kayaking, White Water Kayaking

- **University of Alaska, Prince William Sound College** 2019- current
Assistant Professor, Outdoor Leadership Department
- **Northern Vermont University, Lyndonville, VT** 2015-2019
Assistant Professor, Outdoor Education, Leadership and Tourism Department
- **University of Memphis** 2015
Adjunct Professor, Health and Sport Sciences Department
- **National Taiwan Sports University, Taoyuan City, Taiwan** 2011-2014
Adjunct Professor, Sports Promotion Department
- **National Dong Hwa University, Taoyuan City, Taiwan** 2002-2011
Adjunct Professor, Sports and Leisure Department

RELATED EXPERIENCE National Outdoor Leadership School

Outdoor Instructor 1990-Current

- Teaching and instructing in various NOLS core curriculum, including but not limited to: technical outdoor skills, effective communication, problem solving skills, team building and management, wilderness emergency medicine

U.S. National Park Service, Acadia National Park, Bar Harbor, ME

Park Ranger: Law Enforcement Patrol

1986-1990,

- Patrol acreage, provide safety and assistance to visitors as needed. Interface with local law enforcement agencies. Member Search and Rescue team.

Profile

How did you learn about this vacancy?

- ☒ KVAK E-News
- ☒ Word of Mouth

Jillian

First Name

Reiss

Last Name

Email Address

Valdez Mailing Address (PO BOX # or HCI BOX #)

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

N/A

Employer

Stay at Home Mom

Occupation

Which Boards would you like to apply for?

Parks & Recreation Commission: Submitted

Question applies to multiple boards

Required Time Commitment: All board/committee members and commissioners are expected to (1) be physically present at most, if not all, board/committee or commission meetings and (2) review agenda materials prior to arriving for the meeting to be best prepared for discussion and decision making. Are you aware of the time commitment involved in serving on this particular board, committee, or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?

Yes, I am aware of the time commitment and am willing and able to commit for the full term.

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


Interests & Experience

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

I am a stay at home mom of two young boys that we plan to raise in Valdez. I have the time to dedicate to a commission and want to do my part to keep Valdez an amazing place to live, play and grow. I am interested in the Parks and Recreation commission because my family uses so many of the facilities and services. We hike, bike and ski on the trails, participate in many of the 5k's, attend most holiday and special events, regularly attend Mighty Mites and use the pool, and frequently visit most of the parks.

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

I am currently on the Valdez Imagination Library Board and the Valdez Gold Rush Days Board. Several years ago I was on a volunteer fire department board in Connecticut where I held several positions over approximately 9 years. I am familiar with following bylaws and Roberts Rules of Order. I have an Associates degree from University of Alaska Anchorage in Fire and Emergency Services. I have attached my resume which outlines my work history, most of which has been for state and borough government in emergency services.

 Upload a Resume or Letter of Interest

Jillian T. Reiss



<i>Objective</i>	To earn a position on the City of Valdez Parks and Recreation Commission
<i>Education</i>	University of Alaska, Anchorage AA in Fire and Emergency Services GPA: 4.0 Associates Degree awarded August 2010
<i>Employment</i>	<p>12/2019-2/2024: Firefighter/Fire Captain <i>Denali Universal Services, VMT, Valdez, AK</i></p> <ul style="list-style-type: none">▪ Respond to fire, rescue, and EMS calls▪ Maintain fire apparatus and equipment▪ Perform preventative maintenance on fire systems <p>12/2017-12/2019: Deputy Fire Marshal <i>Division of Fire and Life Safety, State of Alaska, Anchorage, AK</i></p> <ul style="list-style-type: none">▪ Perform fire and life safety inspections▪ Investigate fires for origin and cause▪ Enforce fire laws and regulations <p>5/2009-7/2019 (On-call): Lieutenant/Instructor <i>Central Mat-Su Fire Department, Wasilla, AK</i></p> <ul style="list-style-type: none">▪ Respond to fire, rescue, and EMS calls▪ Perform fire prevention/public education activities <p>8/2013-12/2017: Building Plans Examiner <i>Division of Fire and Life Safety, State of Alaska, Anchorage, AK</i></p> <ul style="list-style-type: none">▪ Examine construction plans for code compliance▪ Examine fire systems plans for code compliance
<i>Volunteer Experience</i>	<p>9/2024-present: Board Member <i>Valdez Imagination Library</i></p> <ul style="list-style-type: none">▪ Maintain records and legal paperwork▪ Fundraise for and promote the organization <p>5/2025-present: Board Member <i>Valdez Gold Rush Days Board</i></p> <ul style="list-style-type: none">▪ Assist with event planning and set up <p>3/2000-10/2008: Firefighter/Company Board Member <i>Center Groton Vol. Fire Company, Groton, CT</i></p> <ul style="list-style-type: none">▪ Responded to fire, rescue, and EMS calls▪ Coordinated/performed fire prevention/public education activities

Profile

How did you learn about this vacancy?

- ☒ City Newsflash or Email
- ☒ Word of Mouth
- ☒ I am a Current Board/Committee/Commission Member

Sarah

First Name

Jorgenson-Owen

Last Name

Email Address

Valdez Mailing Address (PO BOX # or HCI BOX #)

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

City of Valdez

Employer

Communications Manager

Occupation

Which Boards would you like to apply for?

Parks & Recreation Commission: Submitted

Question applies to multiple boards

Required Time Commitment: All board/committee members and commissioners are expected to (1) be physically present at most, if not all, board/committee or commission meetings and (2) review agenda materials prior to arriving for the meeting to be best prepared for discussion and decision making. Are you aware of the time commitment involved in serving on this particular board, committee, or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?

Yes; Yes

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

Interests & Experience

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

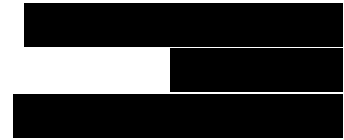
I am passionate about the role Parks & Recreation plays in supporting the health, happiness, and well-being of Valdez. We live in a beautiful community with outstanding recreational opportunities and amenities—many offered free of charge—and I believe PRCS works tirelessly to ensure everyone has access to them. My background includes service as a Valdez Parks & Recreation Event Coordinator (2014–2015) and over a decade of volunteer leadership with Valdez Gold Rush Days. Since 2018, I have served on the Parks & Recreation Commission, acting as Chair since 2020. Highlights include helping see Nayurluku Park at Meals Hill through from planning to completion and contributing to the development of the current Parks & Recreation Master Plan. I also currently serve as Chair of the Alaska State Firefighters Association, Port of Valdez Chapter. I would be honored to continue serving our community by contributing to the growth of our park system and expanding the master plan to meet the evolving needs of Valdez.

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

2000-2006 - BS degree in Social Studies Education; Maranatha Baptist University 2014-2015 - Event Coordinator; Valdez Parks & Recreation - created and facilitated community recreation events, such as the Run Series, Healthier You, and the COV Employee Wellness program 2010-current- Volunteer, former President, Vice President, current Secretary; Valdez Gold Rush Days - organized, hosted, various community events for Valdez Gold Rush Days, currently active in the online presence of the organization 2018-present; Valdez Parks & Recreation Commission (Chair since 2020) 2022-present; Alaska State Firefighters Association, Port of Valdez Chapter Chair

Upload a Resume or Letter of Interest

SARAH JORGENSEN-OWEN



Dear Council Members,

OCTOBER 1, 2025

I am writing to express my interest in continuing to serve on the Valdez Parks and Recreation Commission. I have a deep love for Valdez and for all that it offers its citizens through both indoor and outdoor recreation. We are fortunate to live in such a beautiful place with incredible amenities—the majority offered free of charge—that truly enhance the health, happiness, and well-being of our community. I believe Valdez Parks & Recreation works diligently to ensure our citizens have access to these opportunities, and I would be honored to continue supporting that mission as a Commissioner.

Valdez City Council
Clerks Office
212 Chenega Ave
Valdez, AK 99686

I have been honored to serve on the Valdez Parks & Recreation Commission since 2018, acting as Chair since 2020. In this role, I was proud to support the development of Nayurluku Park at Meals Hill—the crown jewel of our parks system—from concept through completion. I was also actively involved in the creation of the current Parks & Recreation Master Plan, and I look forward to expanding that plan further to meet evolving community needs.

Additionally, my professional role as Communications Manager for the City of Valdez has given me a unique understanding of municipal operations and the importance of clear, consistent communication with the public. This experience, paired with my Parks & Recreation background, allows me to bring both organizational knowledge and community perspective to the Commission.

I am eager to continue giving back to my community by helping guide the growth and development of recreation in Valdez. Serving on the Commission has been a rewarding opportunity to support initiatives that strengthen our city's wellness, and I would welcome the chance to contribute further to its success.

Thank you for considering my application. I would be grateful for the opportunity to continue serving on the Valdez Parks & Recreation Commission.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Jorgenson-Owen".

Sarah Jorgenson-Owen



Legislation Text

File #: 25-0445, **Version:** 1

ITEM TITLE:

Approval of Permanent Fund Investment with TA Realty Core Property Fund in the amount of \$5 Million

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: \$5,000,000

Unencumbered Balance: \$5,000,000

Funding Source: 607-1004-10354 Permanent Fund; proceeds from rebalancing

RECOMMENDATION:

Approve Permanent Fund Investment with TA Realty Core Property Fund in the amount of \$5 Million.

SUMMARY STATEMENT:

During the September 2nd quarterly meeting the Permanent Fund Committee unanimously approved replacing an underperforming manager (UBS Trumbull Property Fund) with a new manager, TA Realty Core Property Fund.

Portfolio rebalance liquidation orders yield proceeds of \$5 million for the initial investment with TA Realty CPF.

Legal has reviewed the attached documents and has approved them as to form.

Upon approval, Finance staff anticipates funding this initial \$5 million investment within seven business days, and request redemption of all funds from UBS Trumbull Property Fund. UBS TPF has a significant redemption queue and will redeem funds quarterly until the request is satisfied. As redemptions come in from UBS TPF, they will be invested in TA Realty CPF.

City of Valdez Permanent Fund
June 03, 2025 Investment Committee Meeting
Rebalancing Worksheet

Market Values as of October 1, 2025, unless otherwise noted.

--- Investment Structure ---

--- Post Trades ---

	Market Value	Asset Class Actual	Asset Class Target	Min	Max	Investment Structure Actual (%)	Investment Structure Target (%)	Min	Max	Target Values (\$)	Delta (%)	Delta (\$)	Proposed Trades ⁽³⁾	Post-Rebalancing	Asset Class (%)	Invst Structure (%)
U.S. Equity	\$ 94,882,522	29.7%	29.0%	25%	33%	100%	100%			\$ 92,766,999	0.7%	\$ 2,115,523	\$ (2,000,000)	\$ 92,882,522	29.0%	100.0%
Vanguard Inst'l Index	67,782,562	21.2%	20.3%			71.4%	70%	66%	74%	\$ 64,936,900	0.9%	\$ 2,845,662	\$ (2,000,000)	\$ 65,782,562	20.6%	70.8%
Vanguard S&P 400 Index	17,655,868	5.5%	5.8%			18.6%	20%	16%	24%	\$ 18,553,400	-0.3%	\$ (897,531)	\$ -	\$ 17,655,868	5.5%	19.0%
PGIM Small Cap ⁽¹⁾	9,444,092	3.0%	2.9%			10.0%	10%	6%	14%	\$ 9,276,700	0.1%	\$ 167,392	\$ -	\$ 9,444,092	3.0%	10.2%
International Equity	\$ 76,367,344	23.9%	21.0%	18%	24%	100%	100%			\$ 67,176,103	2.9%	\$ 9,191,241	\$ (3,000,000)	\$ 73,367,344	22.9%	100.0%
Vanguard Int'l Growth	28,845,147	9.0%	8.4%			76.8%	80%	77%	83%	\$ 26,870,441	0.6%	\$ 1,974,706	\$ (1,000,000)	\$ 27,845,147	8.7%	38.0%
Vanguard Int'l Value	29,808,979	9.3%	8.4%							\$ 26,870,441	0.9%	\$ 2,938,538	\$ (2,000,000)	\$ 27,808,979	8.7%	37.9%
Brandes Int'l Small Cap ⁽¹⁾	17,713,218	5.5%	4.2%			23.2%	20%	17%	23%	\$ 13,435,221	1.3%	\$ 4,277,997	\$ -	\$ 17,713,218	5.5%	24.1%
Fixed Income	\$ 123,866,616	38.7%	40.0%	34%	46%	100%	100%			\$ 127,954,482	-1.3%	\$ (4,087,866)	\$ -	\$ 123,866,616	38.7%	100.0%
APCM	43,433,689	13.6%	14.0%			70.3%	70%	64%	76%	\$ 44,784,069	-0.4%	\$ (1,350,380)	\$ -	\$ 43,433,689	13.6%	35.1%
Baird Aggregate Bond	43,622,270	13.6%	14.0%							\$ 44,784,069	-0.4%	\$ (1,161,798)	\$ -	\$ 43,622,270	13.6%	35.2%
BNY Mellon Global Fixed	36,810,656	11.5%	12.0%			29.7%	30%	24%	36%	\$ 38,386,345	-0.5%	\$ (1,575,688)	\$ -	\$ 36,810,656	11.5%	29.7%
Core Real Estate	\$ 23,393,400	7.3%	10.0%	7%	15%	100%	100%			\$ 31,988,620	-2.7%	\$ (8,595,220)	\$ 5,000,000	\$ 28,393,400	8.9%	100.0%
Morgan Stanley Prime ⁽²⁾	\$ 12,235,064	3.8%	5.0%			52.3%	50%	35%	65%	\$ 15,994,310	-1.2%	\$ (3,759,246)	\$ -	\$ 12,235,064	3.8%	43.1%
UBS TPF ⁽²⁾	\$ 11,158,336	3.5%	5.0%			47.7%	50%	35%	65%	\$ 15,994,310	-1.5%	\$ (4,835,974)	\$ -	\$ 11,158,336	3.5%	39.3%
NEW TA ACCOUNT	\$ -	0.0%	5.0%			0.0%	50%	0%	0%	\$ -	0.0%	\$ -	\$ 5,000,000	\$ 5,000,000	1.6%	17.6%
Cash	\$ 1,376,323	0.4%	0.0%	0%	10%	100%	100%			\$ -	0.4%	\$ 1,376,323	\$ -	\$ 1,376,323	0.4%	100.0%
Total Fund	\$ 319,886,205	100.0%	100.0%							\$ 319,886,205	0%	\$ 0	\$ -	\$ 319,886,205	100.0%	

Note: Proposed transactions amounts are approximate.

(1) Values as of August 29, 2025.

(2) Values as of June 30, 2025.

Item 1. Cover Page

TA Realty LLC

**One Federal Street, 17th Floor
Boston, MA 02110
(617) 476-2700**

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March 27, 2024

This brochure provides information about the qualifications and business practices of TA Realty LLC. If you have any questions about the contents of this brochure, please contact us at 617-476-2700 or compliance@tarealty.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.

Additional information about TA Realty LLC is also available on the SEC’s website at www.adviserinfo.sec.gov.

Although TA Realty LLC is a “registered investment adviser,” that registration does not imply a certain level of skill or training.

Item 2. Material Changes

There have been no material changes since the last annual update of this brochure on March 30, 2023. However, Item 5. Fees and Compensation has been updated to include additional details on other fees and expenses typically paid by clients, as also disclosed in the applicable Confidential Private Placement Memorandum and/or governing document. Please review this brochure carefully and in its entirety for general updates.

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Item 4. Advisory Business

TA Realty LLC (“TA Realty”), a limited liability company that has been a registered investment adviser since April 11, 2000 (SEC registration number 801-57460), is a real estate investment management firm that has been in business for more than 40 years.

TA Realty provides investment advisory services regarding, and manages, real estate investments and special purpose entities organized to hold real estate investments for institutional investors such as pension and profit sharing plans, state and municipal retirement plans (including government pension plans), business entities, and foundations and endowments, as well as family offices/trusts and for high net worth individuals that meet certain investment qualifications. TA Realty performs these services for its clients on a separate account basis, indirectly through limited partnerships, limited liability companies, title holding corporations and/or other special purpose vehicles organized to hold clients’ real estate investments, or through asset management relationships (“Non-Fund Clients”). TA Realty also manages real estate investments for collective investment vehicles it sponsors and structures as real estate investment trusts, limited partnerships and/or other pooled vehicles investing in real estate (“Funds”).

Because TA Realty’s clients engage it to provide advice regarding real estate investments, it generally does not enter into securities transactions on its clients’ behalf. For some clients, however, it makes investments in securities (typically money market mutual funds) for cash management purposes and, in the future, certain client accounts may invest in public REITs, in which case TA Realty determines the securities, their amount, whether the securities be bought or sold for a client account, the parties with who or through whom the transactions are conducted and whether to approve any fees or charges associated with those investments.

TA Realty is managed by its three Managing Partners, James Buckingham, Michael Haggerty and James Raisides, and other members of TA Realty’s Management Committee. The Management Committee is subject to the oversight and authority of the Managing Partners, and the Managing Partners report to a Board of Managers (the “Board”). Certain matters require the approval of the Board. In most circumstances, the act of a majority of the Board Members, each having one vote, shall constitute an act of the Board.

A majority stake in TA Realty is owned by MEC Global Partners America Inc., a wholly-owned subsidiary of MEC Global Partners Holdings LLC (“MEC GPH”). MEC GPH is a wholly-owned subsidiary of MEC Group International Inc., which is a wholly-owned subsidiary of Mitsubishi Estate Co., Ltd. (“MEC”). TA Realty is MEC’s primary real estate investment management platform in the United States.

A significant minority stake in TA Realty is owned by 23 of TA Realty’s Partners. This equity is held by these key employees on a long-term basis and will be subject to repurchase upon termination of employment, with the expectation that the repurchased equity will be transferred, sold or otherwise “recycled” to other key employees.

Throughout its history, TA Realty has focused exclusively on private real estate investment and currently manages value-added closed-end, sector-specific closed-end, core open-end and sector-specific open-end commingled funds, core and other customized separate accounts and asset management relationships totaling approximately \$15,605.0 million in real estate assets under management¹ as of December 31, 2023, of which \$14,414.7 million (92.4%) is managed on a discretionary basis and \$1,190.3 million (7.6%) is managed on a non-discretionary basis. With respect to client accounts over which TA Realty does not have discretionary investment authority, TA Realty generally has broad authority with respect to the operations and management of the real estate investments within such accounts, the scope of which varies by account.

The difference between the regulatory assets under management (“RAUM”) of \$2,112,428,492 disclosed in Item 5.F of Part 1A and the real estate assets under management totaling approximately \$15,605.0 million disclosed above

¹ Real estate assets under management reflect the total value of all real estate held by all clients of TA Realty.

relates to the inclusion of additional assets under TA Realty's management which provide a more complete picture of TA Realty's business activities but are not held in an account that meets the definition of a "securities portfolio" and are therefore excluded from the calculation of RAUM in accordance with the Form ADV instruction and provided in Form ADV Part 1A.

Item 5. Fees and Compensation

Management Fees, Performance Allocations and Transaction Fees

TA Realty receives an ongoing management fee from each Fund and for certain of its Funds, the Fund's general partner (TA Realty affiliate) receives a performance allocation as set forth in the governing documents for each such Fund. While compensation is generally not negotiable, under certain circumstances, TA Realty may, in its discretion, waive or reduce the management fees or performance allocations with respect to certain investors, including, but not limited to, "friends and family" investors, affiliates and employees (and their families) of TA Realty. Further, in certain circumstances, financial accommodations to certain investors may be offered or negotiated where permissible under applicable laws (including, without limitation, tax laws and regulations). With respect to its Non-Fund Clients, TA Realty receives management fees, transaction fees and/or performance-based fees or allocations, as applicable, that are negotiated on a client-by-client basis. See Item 6 below for additional information regarding TA Realty's performance-based fees.

The management fee paid to TA Realty by its value-added closed-end Funds is based on a percentage of the Fund's capital commitments for the first three years, after which the management fee is based on the Fund's aggregate invested equity or aggregate invested capital (as set forth in the Fund's Limited Partnership Agreement), in each case measured as of the end of each month. The management fee percentage rate adjusts annually during the first eight years of the Fund, beginning at an annual rate of 0.50%, gradually increasing to an annual rate of up to 1.25% and then decreasing to an annual rate of 0.60%. Management fees payable by these Funds to TA Realty are charged monthly (at the end of each month) and paid by each Fund by means of a withdrawal from such Fund's cash account(s). Specific management fee schedules are included in each Fund's Limited Partnership Agreement.

With respect to its open-end Funds, TA Realty receives an ongoing asset-based management fee which is based on the Fund's net asset value (as set forth in the applicable Fund's Limited Partnership Agreement). With respect to its sector-specific closed-end Fund, TA Realty receives an ongoing asset-based management fee which is based on the Fund's net equity invested (as set forth in the applicable Fund's Limited Partnership Agreement). Management fees payable by these Funds to TA Realty are charged quarterly (in arrears) and paid by each Fund by means of a withdrawal from such Fund's cash account(s). Specific management fee schedules are included in each Fund's Limited Partnership Agreement.

From its Non-Fund Clients, TA Realty receives a management fee based on one or more of the following (i) a percentage of assets managed within the account (either on a cost, fair market or gross asset value basis), (ii) a percentage of net asset value or net equity invested,, (iii) a percentage of capital contributed to the account, (iv) a percentage of the income from the account's real estate operations, or (v) a percentage of the amount paid or capital contributed in connection with the acquisition of real estate holdings (which may include development costs) within the account and related financings as negotiated with each Non-Fund Client and set forth in the applicable investment advisory or asset management agreement. TA Realty also receives fees from certain Non-Fund Clients in connection with (i) the acquisition, development and/or disposition of an account's real estate holdings by clients, (ii) related financings, and (iii) capital upgrades. Management fees are billed to Non-Fund Clients either monthly or quarterly (in arrears) and paid directly (i.e. deducted) from the client's assets or billed to the client separately, as stipulated in the applicable investment advisory or asset management agreement. Additionally, performance-based fees or allocations and transaction related fees are payable to TA Realty (or one of its subsidiaries) at such times as set forth in certain of the Non-Fund Client's investment advisory or asset management agreement(s).

Fees payable to TA Realty by certain Non-Fund Clients in connection with the disposition of real estate are not expected to give rise to any conflicts with respect to hold/sell decisions as the sale of assets will result in a corresponding reduction in the assets within the account on which the on-going management fee payable by such account are based. Decisions regarding when to buy, sell or invest additional capital into real estate projects are made

based on what is in the best interest of a client's real estate investments in order to accomplish the client's objectives and/or to protect and preserve its assets.

For certain accounts, a client's interim cash balances are invested in money market mutual funds for cash management purposes. Such money market mutual funds will generally incur expenses, including applicable management fees that are in addition to fees charged by TA Realty or other expenses incurred by a Fund or Non-Fund Client.

Other Fees and Expenses

In addition to the management fee and performance allocation discussed above, the Funds are typically responsible for all fees and expenses relating to, among other things:

- (i) all organizational and offering expenses (excluding placement agent fees or commissions) incurred in the formation of the Fund entities and the offering of the interests in the Fund in an amount not to exceed the organizational expenses cap, if applicable (as set forth in the applicable Fund's Limited Partnership Agreement);
- (ii) all fees, costs, and expenses related to the acquisition, ownership, holding, leasing, valuation, financing, refinancing, hedging, operating, development, management (including property management), repairs, improvements, monitoring, and sale or other disposition of investments (including any travel, legal, audit, financing, appraisal, insurance, software, consulting, brokerage, engineering, environmental inspection, and indemnification costs and expenses in connection with the foregoing or other aspects of the Fund's business) and the evaluation, negotiation, structuring, appraising, financing, or refinancing of or otherwise dealing with potential investments, financings, dispositions, improvements of investments (including any "dead deal" costs, structural and environmental studies, travel, legal, due diligence, investment banking, reporting, projections, valuation, tax and accounting expenses, and other fees, costs, or expenses of any third parties and the general partner, the manager, and their respective affiliates) regardless of whether the potential investments, dispositions, improvements, developments, or investments in progress are consummated;
- (iii) all administrative fees, costs, and expenses related to the operation of the Fund, including the fees, costs, and expenses (including out-of-pocket expenses) of accountants, auditors, the administrator, the external appraiser, debt valuation service providers, lawyers, and other professionals incurred in connection with the annual audit, legal, compliance, investor record-keeping, financial reporting (including pursuant to any side letter), legal opinions, document storage, tax strategy, and tax return preparation, as well as expenses associated with the distribution of reports and postage;
- (iv) any custodial expenses for the safekeeping of cash, securities, and other property, making investments in cash equivalents and other short-term investments, interest expenses, brokerage commissions, and other investment costs incurred by or on behalf of the Fund;
- (v) all expenses incurred in connection with meetings with the Fund investors, the advisory committee or tenants, including travel expenses, and expenses associated with preparing materials for meetings;
- (vi) all fees, costs, and expenses related to the ongoing offering and sales of interests in the Fund to prospective investors;
- (vii) all expenses associated with the preparation and distribution of reports, tax filings and other materials for distribution to the Fund investors or the advisory committee, including all fees and expenses of any third parties;
- (viii) all expenses incurred in connection with preparing any amendment to the applicable limited partnership agreement or soliciting the approval or consent of the investors or the advisory committee for any matter pursuant to the applicable limited partnership agreement;

- (ix) all taxes, fees and other governmental charges relating to the activities of the Fund, any subsidiary, any real estate investment or any proposed real estate investment (unless attributable to and borne by a Fund investor);
- (x) all fees and expenses of any audit or other governmental proceeding relating to the activities of the Fund, any subsidiary, any investment or any proposed investment;
- (xi) all fees and expenses relating to any credit facility or other borrowings by the Fund or any subsidiary;
- (xii) all insurance costs and premiums, including fees for insurance, related to risk management services (including directors' and officers' liability, errors and omissions or other similar insurance policies, any other insurance for coverage of liabilities, and an allocable portion of the premiums and fees for one or more umbrella policies that cover the Fund investors, the applicable general partner and any related party of the general partner), insurance (which may include blanket insurance policies procured by the TA Realty or any of its related parties) to protect the Fund, the applicable general partner and any related party of the general partner, the advisory committee and any indemnified parties, and the investors in connection with the performance of activities relating to the Fund;
- (xiii) all fees, expenses, payments and reimbursements relating to any arbitration, litigation, proceeding or other action (whether pending or threatened) or any indemnification of any indemnified party;
- (xiv) expenses associated with the organization, documentation and/or restructuring of any Fund subsidiaries (including any subsidiary REITs);
- (xv) expenses incurred in connection with dissolving and liquidating the Fund and its subsidiaries;
- (xvi) extraordinary expenses of the Fund arising from unforeseen circumstances;
- (xvii) expenses related to a defaulting partner;
- (xviii) all abort costs relating to prospective acquisitions or dispositions of investments by the Fund that do not proceed to completion (to the extent not borne by other parties, e.g., co-investors, joint venture partners, etc.); and
- (xix) any and all other fees or expenses as set forth in the applicable limited partnership agreement.

With respect to its Non-Fund Clients, in addition to the management fee and performance allocation discussed above, additional expenses borne by the Non-Fund Clients are negotiated on a client-by-client basis.

Item 6. Performance-Based Fees and Side-By-Side Management

TA Realty is entitled to earn an incentive fee or receive an incentive allocation based on the performance of the real estate investments for certain of its Non-Fund Clients (including certain affiliated warehouse or seed vehicles). Typically, TA Realty (or one of its subsidiaries) receives an incentive fee/allocation if the performance of the Non-Fund Client exceeds certain thresholds. The specific terms of a Non-Fund Client's incentive fee/allocation, including the manner in which it is calculated and the applicable measurement and payment dates, are negotiated on a client-by-client basis and are set forth in each Non-Fund Client's investment advisory or asset management agreement.

The general partner of certain of TA Realty's Funds (each of whom is an affiliate of TA Realty) is entitled to receive a performance allocation from the applicable Fund that is equal to a percentage of such Fund's profits. For its value-added closed-end Funds, the general partner's performance allocation percentage increases as certain real return targets to the investors of the Funds are met and becomes fixed (no longer subject to increase) once a specific real return to investors is realized. For its sector-specific closed-end and certain of its open-end Funds, once the total return to investors (measured either on the rolling basis of a specified time period or over the life of the Fund) exceeds a specific hurdle amount, the general partner is allocated a specified percentage of profits until they receive a defined return. Thereafter, the general partner and investors share in profits on a fixed percentage. The specific terms on which a Fund's real returns to investors and the performance allocation to the Fund's general partner are calculated as set forth in each Fund's Limited Partnership Agreement.

Differing fee arrangements create a conflict and could incentivize TA Realty to favor one client over another. To manage the risk that certain clients may be inadvertently disadvantaged in the allocation of investment opportunities based upon that client's compensation structure or for any other reason, TA Realty has adopted a formal rotation-based allocation policy to help ensure, over time, the fair and equitable allocation of investments that may be suitable for more than one client. Under TA Realty's Investment Allocation Policy, when an investment opportunity is identified by TA Realty for potential acquisition, the asset must first be presented to and approved by the Acquisitions Committee. Once an approved investment opportunity is awarded to TA Realty by the seller, the potential acquisition transaction is then placed 'in the rotation' to the Investment Allocation Committee at that time. TA Realty's Investment Allocation Committee will determine whether it is a suitable investment for any Fund or Non-Fund Client managed by TA Realty that is actively pursuing new investments. Whenever the Investment Allocation Committee determines that a particular investment opportunity may be appropriate for more than one of its clients, the investment will be allocated to the active Fund or Non-Fund Client that has gone the longest without having an investment opportunity allocated to it. This rotational system is employed for all product types in all geographic regions and for all strategy types. New Fund or Non-Fund Clients entering the rotation are added to the bottom of the rotation list.

With respect to each of its value-added, closed-end Funds, TA Realty shall not begin investing on behalf of a successor fund until after the earlier of (i) the end of the predecessor fund's capital call period or (ii) such time as at least eighty percent (80%) of such predecessor fund's capital commitments have been invested, or been committed for investment unless consented to by the predecessor fund's advisory committee (the members of which are representatives of such predecessor fund). This limits competition among the value-added, closed-end Funds for investment opportunities. For purposes of the foregoing restriction, "successor fund" shall mean a closed-end commingled blind-pool investment fund organized after the initial closing date of the predecessor fund that has a principal investment focus and strategy that is substantially similar to that of the predecessor fund.

Item 7. Types of Clients

As discussed in Item 4, TA Realty advises the Funds and Non-Fund Clients. Non-Fund Clients and Fund investors are primarily sophisticated U.S. and non-U.S. institutional investors, including pension and profit-sharing plans, state and municipal retirement plans (including government pension plans), business entities, and foundations and endowments, as well as family offices/trusts and high net worth individuals that meet certain investment qualifications.

The minimum investment requirements for investors in Funds advised/managed by TA Realty is typically \$5 million per investor, although TA Realty reserves the right to accept investments of a lesser amount. Capital requirements to establish a Non-Fund Client account are determined by TA Realty on a case-by-case basis.

Item 8. Methods of Analysis, Investment Strategies and Risk of Loss

TA Realty seeks to construct for its clients diversified real estate portfolios that will generate strong cash flow, benefit from an active asset management approach and result in long-term creation of value. TA Realty utilizes a comprehensive market research approach with respect to its acquisition, disposition and the ongoing management of its clients' investments in real estate. TA Realty's dedicated Research function sits within the Portfolio Management team and provides valuable insight into macro and micro economic data, market-level and property-type information, and owner/occupier trends across the U.S. This comprehensive analysis aids in investment and portfolio management decision-making process across the Firm's strategies. TA Realty's full assessment of potential investments is based on an integrated research approach. The Firm combines a "top-down" examination of trends affecting the broad real estate and capital markets with a "bottom-up" understanding of the nuances of individual markets/submarkets, product types and properties. The "top-down" research starts with an analysis of general real estate trends and the long-term prospects of specific markets and product types within those markets/submarkets. Internal research is combined with information gathered from broad external sources. This empirical data provides an analytical framework for considering the strategic direction for investments. Specifically, TA Realty believes that population growth, economic growth, market economic diversity, supply constraints, liquidity, volatility and relative yield are critical factors that drive asset cash flow growth and attractive investment total returns.

TA Realty takes measured steps to help ensure that risks across various aspects of a client's investment portfolio are being appropriately managed. Experienced real estate professionals in acquisitions, dispositions, valuations, asset management, portfolio management and finance and operations participate in a team approach to risk management, including in the form of various teams and committees. The applicable committee(s) must reach a consensus before material decisions are made with respect to a client's real estate investments.

TA Realty uses a team approach to portfolio management. The Portfolio Management team is responsible for the oversight of key client account portfolio management decisions. The Portfolio Management team is directly responsible for the goals and operations of the client accounts including, but not limited to: ensuring portfolios meet stated guidelines, monitoring risk and return profiles (vs. industry benchmarks), performing hold/sell recommendations, evaluating financing strategies and determining quarterly and other special distributions. Key portfolio risk statistics monitored by the Portfolio Management team include tenant size and credit exposure, tenant industry exposure, tenant rollover exposure (both by square foot and dollar amount), geographic diversification, property type diversification, occupancy, capital expenditures, debt service/coverage ratios, debt yields, lender and other counterparty exposure, debt maturities and service provider exposure.

Additionally, client investment guidelines are disseminated to appropriate TA Realty partners and employees by the portfolio managers, who work with TA Realty's Controllers and others to ensure that guidelines are correct and up to date in all systems. Compliance with investment guidelines is carefully monitored by the Portfolio Management team.

Each potential acquisition is led by a Partner or Vice President within TA Realty's Acquisitions team and is thoroughly underwritten by our Acquisition team often with input from portfolio managers, asset managers and certain finance and operations personnel to determine if the potential acquisition meets a Non-Fund Client's or Fund's investment objectives and guidelines. Every acquisition must undergo exhaustive financial, physical and market due diligence by our senior acquisition officers and third-party due diligence specialists. For each potential investment, a senior member of TA Realty is designated to independently review the purchase and sale agreement and related transaction documents and all due diligence reports relating to such investment. The TA Realty Acquisitions Partner or Vice President leading a potential transaction must submit a written investment summary to the Acquisitions Committee for approval. If approved and subsequently awarded, the potential investment opportunity is then submitted to the Investment Allocation Committee for proper allocation. Finally, unanimous support of the Investment Committee is needed before TA Realty commits to the acquisition.

Investments in the real estate strategies employed by TA Realty involve a risk of loss that Non-Fund Clients and investors in the Funds should be prepared to bear. There can be no assurance that a Non-Fund Client's or a Fund's investment objectives will be achieved. The primary risks inherent in the real estate strategies employed by TA Realty are as follows:

1. *General Risks of Real Estate Investment* - The economic performance and value of the real estate investments made by the Funds or by Non-Fund Clients managed by TA Realty are subject to all of the risks associated with owning and operating real estate, including, but not limited to:
 - adverse changes in the national, regional and/or local economic climate;
 - adverse changes in local market conditions, including an oversupply of space in the applicable property types held by a Fund or Non-Fund Client, or a reduction in demand for such properties;
 - adverse changes in the attractiveness of the properties to tenants;
 - adverse changes in the financial conditions of tenants (and their ability to pay rent);
 - competition from other available properties;
 - adverse changes in market rental rates;
 - the need to periodically pay for costs to repair, renovate and re-let space;
 - increases in operating costs and expenses, including costs for maintenance, insurance, energy and real estate taxes;
 - adverse changes in the availability of debt financing;
 - increases in interest rates;
 - adverse changes in laws and governmental regulation, including environmental laws and regulations, zoning laws and other governmental rules and fiscal policies;
 - the fact that the expenses of owning and operating real estate are not necessarily reduced when circumstances such as market factors and competition cause a reduction in income from such real estate;
 - certain significant expenditures associated with an investment in real estate (such as mortgage payments, real estate taxes and maintenance costs) generally do not decline when circumstances cause a reduction in income from such real estate;
 - the long-term cyclical trends that give rise to significant volatility in real estate values; and
 - risks associated with acts of God, uninsurable losses and other factors beyond the control of a Fund or Non-Fund Client.
2. *Data Center Industry Risks Generally* – Data center investments are subject to risks from changes in demand, technology and tenant preferences and competition in the data center industry. In particular, data center investments are subject to operating risks common to the data center industry, which include changes in tenant demands or preferences, a decline in the technology industry, such as a decrease in the use of mobile or web-based commerce, industry slowdowns, business layoffs or downsizing, relocation of businesses, increased costs of complying with existing or new government regulations and other factors; a downturn in the market for data center space generally such as oversupply of or reduced demand for space; increased competition, including from tenants choosing to develop their own data centers; and the rapid development of new technologies or the adoption of new industry standards that render tenants' current products and services or facilities obsolete or unmarketable. To the extent that any of these or other adverse conditions occur, they are likely to impact market rents for, and cash flows from, data center investments.
3. *Potential Emerging Banking Crisis* – Actual events involving limited liquidity, defaults, non-performance or other adverse developments that affect financial institutions, transactional counterparties or other companies in

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the financial services industry or the financial services industry generally, or concerns or rumors about any events of these kinds or other similar risks, have in the past and may in the future lead to market-wide liquidity problems. Even if, ultimately, market concerns about the financial health and stability of U.S. and global banking sectors are successfully addressed, many observers believe that the risk of a recession occurring in the U.S., and perhaps in other major global economies, has increased because of the recent events in the banking sector.

The events described above present several potential risks. Certain of these risks are described in more detail below but other risks may arise in the future as events unfold. Any of these could have a material adverse effect on the liquidity, current and/or projected business operations, financial condition and/or performance results, as applicable, for TA Realty or its Fund/Non-Fund Clients and/or their underlying real estate investments.

It is likely that, if the banking sector situation continues to deteriorate, the U.S. and/or other global economies would be adversely affected, including the possibility of recession, the duration and severity of which are difficult to predict.

If TA Realty has a banking relationship with a bank that gets placed in Federal Deposit Insurance Corporation receivership (for example, a payroll account), its ability to manage or operate consistent with its past business practices could be negatively impacted, potentially resulting in a disruption in operations. In addition, service providers with whom TA Realty does business may have relationships with banks that go into receivership, which could negatively impact such service providers and, therefore, the services it receives from such service providers.

4. *Epidemics, Health Risks and COVID-19* - The coronavirus (“COVID-19”) pandemic had a profound impact on the global and U.S. economy, including by contributing to persistent supply chain issues, an increase in the domestic inflation rate, and labor shortages. During the course of the pandemic, variants to the original virus evolved, some of which proved to be significantly more transmissible. As of the date of this filing, the U.S. appears to be heading toward a return of normal or near-normal social and commercial activity, with masking rules, vaccine requirements, and other public health restrictions, measures, and recommendations being relaxed or eliminated entirely and more professional workers in high density urban areas returning to the office. However, there can be no assurance that new COVID-19 variants will not emerge, including variants that may be at least as transmissible as, or more transmissible than prior variants. If such variants arise and either existing vaccines (or new vaccines which may be developed) are ineffective against such variants, then business and other activities on both a national and global scale may be materially and adversely affected, which could negatively impact the Firm’s ability to source suitable investment opportunities and impair the performance and profitability of the Funds’/Non-Fund Clients’ investments, as well as the business operations and financial condition of TA Realty.

The extent to which any disease outbreak, including COVID-19, will impact the Funds/Non-Fund Clients and TA Realty will depend on many factors beyond the control of TA Realty, including the speed of contagion, the development and implementation of effective preventative measures and possible treatments, the scope of governmental and other restrictions on travel, and other activity and public reactions to these factors. Any plans and preparations for such eventualities may not be adequate or effective for their intended purpose.

5. *Geopolitical Market and Credit Risks Generally and in Connection with Current Global Conflicts* - Our business could be adversely affected directly or indirectly by: economic and political changes in the global markets regarding inflation rates, recessions, trade restrictions, tariff increases or potential new tariffs; foreign ownership restrictions and economic embargoes imposed by the United States or any of the foreign countries; changes in laws, taxation, and regulations and the interpretation and application of these laws, taxes, and regulations; restrictions imposed by the U.S. government or foreign governments through exchange controls or taxation

policy; nationalization or expropriation of property, undeveloped property rights, and legal systems or political instability; other governmental actions; and other external factors over which we have no control.

Economic and political conditions within the United States and foreign jurisdictions or strained relations between countries could result in fluctuations in demand, price volatility, loss of property, state sponsored cyberattacks, supply chain disruptions, or other disruptions. An open conflict or war across any region significant to our business could result in an inability to obtain key supplies and materials. Our investments are subject to risks of changes in market values. Periods of macroeconomic weakness or recession, heightened volatility or disruption in the financial and credit markets could increase these risks, potentially resulting in other-than-temporary impairment of assets in our investment portfolio.

The impact of geopolitical tension, such as a deterioration in the bilateral relationship between the United States and Russia, the United States and China or the conflict between Russia and Ukraine and between Israel and Hamas, including the resulting sanctions, export controls or other restrictive actions that have been or may be imposed by the United States and/or other countries against governmental or other entities in, for example, Russia, also could lead to disruption, instability and volatility in the global markets, which may have a negative impact on our investments across negatively impacted sectors or geographies.

6. *Market Risk; Economic Downturn* – Fund and Non-Fund Client investments consist primarily of real estate within industrial, office, multifamily, retail and data center properties. The performance of such properties may be affected by economic conditions in the market for industrial, office, multifamily, retail and data center space generally. The market for such properties has been or could be adversely affected by weakness in the national, regional and local economies, the adverse financial condition of some large companies, the ongoing consolidation in some sectors, and the excess amount of real estate space in a number of markets. To the extent that any of these conditions occur, they are likely to impact the market rents for industrial, office, multifamily, retail and data center space and the value of such properties.
7. *Leverage/Debt Financing* - The Funds will typically leverage their investments by means of debt financing, subject to the restrictions on the amount of leverage set forth in each Fund's Limited Partnership Agreement. Certain Non-Fund Clients may also employ leverage, subject to the restrictions on the amount of leverage set forth in each Non-Fund Client's investment advisory or asset management agreement. Although the use of leverage may enhance returns and increase the number of investments that can be made, it may also substantially increase the risk of loss.
8. *Interest Rate Risk* - Funds and Non-Fund Clients may incur indebtedness that may bear interest at variable interest rates. Variable interest rate debt creates higher debt service requirements if market interest rates increase, which would adversely affect the Fund/Non-Fund Client. An increase in the interest rate as a consequence of any such adjustment: (i) would result in less income to the Fund/Non-Fund Client; (ii) may reduce distributions; (iii) may cause negative amortization; and (iv) may cause the sale of a real estate investment prematurely or on less favorable terms than might otherwise be obtained. There is no assurance that the Fund/Non-Fund Client will engage in hedging transactions to limit its exposure to rising interest rates. However, even if the Fund/Non-Fund Client does so, such transactions expose the Fund/Non-Fund Client to the risk of nonperformance by the counterparties and the loss of the anticipated benefits therefrom. Higher interest rates during the course of the investment period (and beyond) could adversely affect investment returns for investors in the Fund/Non-Fund Client.
9. *Hedging Risks* - In connection with the financing of certain assets, the Funds and certain Non-Fund Clients may employ hedging techniques designed to protect the Fund/Non-Fund Client against adverse movements in currency and/or interest rates. There can be no assurance that the Fund/Non-Fund Client will hedge when appropriate or choose the correct hedge if it does hedge. While such transactions may reduce certain risks, such transactions themselves may entail certain other risks. Thus, while the Fund/Non-Fund Client may benefit from the use of these hedging mechanisms, unanticipated changes in interest rates, securities prices, or currency exchange rates may result in poorer overall performance for the Fund/Non-Fund Client than if it had not entered into such hedging

transactions. There is no perfect hedge for any investment, and a hedge may not perform its intended purpose of offsetting losses on an investment and, in certain circumstances, could increase such losses. There can be no assurance that techniques used in hedging strategies will always be available, that the Fund/Non-Fund Client will engage in these techniques when available, or that the hedging strategies will be successful in limiting any applicable risks.

10. *Illiquidity* - Real estate investments are relatively illiquid and cannot be disposed of as quickly as liquid investments, such as investments in publicly-traded securities. As a result, a Fund or Non-Fund Client may not be able to dispose of its properties when appropriate or on favorable terms.
11. *Environmental Risks* - Under various international, federal, state and local environmental laws, ordinances and regulations, a current or previous owner or operator of real estate may be required to investigate and clean up any hazardous or toxic substances or petroleum product releases at such property and may be liable to a governmental entity or to third parties for property damage and for investigation and clean-up costs incurred by such parties in connection with the contamination. Such laws typically impose clean up responsibility and liability without regard to whether the owner knew of or caused the presence of the contaminants, and the liability under such laws has been interpreted to be joint and several unless the harm is divisible and there is a reasonable basis for allocation of responsibility.
12. *Reliance on Valuations* - TA Realty will perform internal valuations of the properties of the Funds and Non-Fund Clients. Any such valuation, however, is a subjective analysis of the fair market value of an asset, and requires the use of techniques that are costly and time-consuming and ultimately provide no more than an estimate of value. Accordingly, there can be no assurance that the fair market values of the properties, as calculated based on such valuations, will be accurate on any given date, nor can there be any assurance that the sale of any property would be at a price equivalent to the last estimated value of such property.
13. *Side Letters* - In accordance with common industry practice, the general partner of a Fund may enter into one or more side letters or similar agreements with certain limited partners pursuant to which the general partner grants to such limited partners specific rights, benefits or privileges that are not made available to limited partners generally. For example, a side letter may provide a limited partner with the right to receive additional reports or information about the Fund, a priority co-investment right, a reduction or rebate in management fees or other rights that may be negotiated between such limited partner and the general partner. Side letters will be disclosed only to those actual or potential limited partners that have separately negotiated with the general partner for the right to review such agreements. Side letters will not include terms that would disadvantage other Fund investors (e.g., more favorable liquidation rights combined with more favorable information rights).
14. *Cybersecurity* - TA Realty and service providers to TA Realty and the Funds/Non Fund-Clients and other market participants increasingly depend on complex information technology and communications systems to conduct business functions. These systems are subject to a number of different threats or risks that could adversely affect the Funds/Non-Fund Clients and their investors, despite the efforts of TA Realty and such service providers to adopt technologies, processes, and practices intended to mitigate these risks and protect the security of their computer systems, software, networks, and other technology assets, as well as the confidentiality, integrity, and availability of information belonging to the Funds/Non-Fund Clients and their investors. For example, unauthorized third parties may attempt to improperly access, modify, disrupt the operations of, or prevent access to these systems of TA Realty and/or service providers, counterparties, or data within these systems. Third parties may also attempt to fraudulently induce employees, customers, third-party service providers, or other users of TA Realty's systems to disclose sensitive information in order to gain access to TA Realty's data or that of the Fund's/Non-Fund Client's investors. A successful penetration or circumvention of the security of TA Realty's systems could result in the loss or theft of an investor's data or funds, the inability to access electronic systems, loss or theft of proprietary information or corporate data, physical damage to a computer or network system, or costs associated with system repairs. Such incidents could cause the Fund/Non-Fund Client, TA Realty or their

service providers to incur regulatory penalties, reputational damage, additional compliance costs, or financial loss.

15. *Environmental, Social, Governance and Resilience (“ESG+R”) Matters* – TA Realty has an ESG+R policy. This policy may change from time to time. In considering investment opportunities and making ongoing decisions with respect to investments, including decisions relating to follow-on investments, TA Realty reviews ESG+R risks that could impact the financial returns of an investment. TA Realty’s focus on ESG+R considerations could potentially impact tenant interest in an investment and/or considerations that could potentially impact and/or limit future buyer interest in an investment. Further, it is possible that investments are unable to obtain or realize the intended ESG+R outcomes.
16. *Enhanced Scrutiny and Potential Regulation of Private Funds*. On August 23, 2023, the SEC adopted a package of new rules and amendments (with an effective date of early/mid-2025) that will significantly affect private fund advisers, including advisers that are not registered with the SEC under the Advisers Act (the “Private Fund Rules”). Among other things, the Private Fund Rules may restrict activities that had previously been addressed through disclosure, while significantly expanding the information being provided to both private fund investors as well as the SEC with respect to its examination and enforcement activities. The time and expenses of adhering to the Private Fund Rules may result in additional resources of general partners and the Funds being devoted to regulatory reporting and compliance-related obligations, which may have an adverse effect on the ability of the Funds to effectively achieve their investment objectives. Furthermore, uncertainty regarding the implementation and potential enforcement of the Private Fund Rules may result in an increased risk of enforcement actions by the SEC. Although TA Realty advises only a few private funds, the Private Fund Rules will have some impact.

The above is only a brief summary of some of the important risks associated with real estate investment strategies employed by TA Realty of which clients should be aware. As a result of these factors and other risks inherent in any investment, there can be no assurance, and none is given, that a client’s investment objectives will be achieved, or that a client will receive any return of or on its invested capital. For a more detailed discussion of the risks relating to an investment in a Fund, qualified potential investors may refer to the applicable Confidential Private Placement Memorandum or other governing documents for such Fund.

Item 9. Disciplinary Information

Not applicable.

Item 10. Other Financial Industry Activities and Affiliations

MEC intends that TA Realty will be the exclusive platform for the growth of its United States real estate investment management business. However, MEC and its affiliates engage in a broad spectrum of real estate related activities and have extensive investment activities that are independent from the activities of TA Realty, as described below.

MEC GPH indirectly owns a majority interest in TA Realty through MEC Global Partners America Inc. MEC GPH is a wholly owned subsidiary of MEC Group International Inc.

MEC Group International Inc. also wholly owns Rockefeller Group International Inc. (“RGII”). RGII is licensed as a real estate broker in New York. RGII and its affiliates currently own office buildings in New York and other parts of the United States and may acquire and/or develop office buildings in New York and other markets in the future. RGII also owns and is developing sites throughout the United States for industrial, multi-family residential and retail uses.

MEC Group International Inc. is wholly owned by MEC. MEC is a fully-integrated real estate services company whose consolidated businesses offer development, property management, asset management, investment management and real estate services across the office, residential, retail and hotel sectors internationally and in the United States. Mitsubishi Estate New York Inc. (“MENY”) is the United States investment arm of MEC.

MENY and MEC Global Partners America Inc. are also investors (and/or are expected to be investors) in certain Funds and/or Non-Fund Clients of TA Realty, the terms of such investments are as set forth in the applicable limited partnership, investment advisory or asset management agreement(s).

MEC GPH also indirectly owns all interest in Europa Capital LLP (“Europa Capital”), a European real estate investment management company based in London. Since its formation in 1999, Europa Capital has collectively raised 11 real estate funds and committed over 150 transactions totaling more than €12.5 billion across 21 European countries.

MEC also indirectly owns a majority interest in MEC Global Partners Asia Pte. Ltd. (formerly known as Pan Asia Realty Advisors (Singapore) Pte. Ltd.) (“MECGPAsia”), a Pan-Asian real estate investment management company based in Singapore. MECGPAsia was formed in 2017 and has raised seven real estate funds (including separately managed accounts) and invested approximately \$1.6 billion in Australia, Singapore and Japan since its formation.

MEC directly and wholly owns interests in Mitsubishi Jisho Investment Advisors, Inc. (“MJIA”), a Japanese real estate investment management company based in Tokyo, Japan. MJIA currently manages 25 real estate funds/REITs and has over ¥1,141 billion of assets under management all over Japan as of December 31, 2023.

Europa Capital, MECGPAsia and MJIA do not consider similar investment opportunities as the Funds and the Non-Fund Clients that TA Realty manages; however, Europa Capital, MECGP Asia, and MJIA may refer potential investors to the Funds.

MEC Global Partners LLC (“MEC Global Partners”) is a limited purpose broker-dealer, is registered as a broker-dealer under the Securities Exchange Act of 1934, as amended, and is a member of the Financial Industry Regulatory Authority and the Security Investor Protection Corporation. MEC Global Partners engages in the private placement of securities of affiliated private real estate funds, including interests in the Funds. MEC GPH indirectly wholly owns MEC Global Partners through MEC Global Partners CH, LLC.

Certain board members and employees of TA Realty are also registered representatives of MEC Global Partners and in this capacity recommend unregistered securities advised by TA Realty. MEC Global Partners is responsible for ensuring its registered representatives comply with its applicable policies and procedures while acting on its behalf. TA Realty does not effect security transactions for client portfolios through its affiliated broker-dealer.

Item 11. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

TA Realty has established a Code of Ethics, Conduct and Insider Trading Policy (the “Code”) in accordance with Rule 204A-1 under the Investment Advisers Act of 1940, as amended (the “Advisers Act”). The Code contains provisions that set forth standards of conduct and educates employees about their obligations to clients and obligations to comply with federal and state securities laws. The Code is intended to guide actions related to conflicts of interest and confidentiality. The Code also contains provisions related to reporting violations of, and enforcing, the Code. Each employee is required to acknowledge that he or she received, read, understands and agrees to comply with the Code at time of hire and on an annual basis thereafter. TA Realty will provide a copy of the Code to any client or prospective client upon request.

TA Realty from time to time offers its Non-Fund Clients the opportunity to invest in newly-formed commingled real estate Funds that it sponsors/manages. In connection with such offers, clients are provided with disclosures that describe TA Realty's involvement with and interests in such Fund. Certain related persons of TA Realty invest in certain of the Funds managed by TA Realty through the general partner for each such Fund.

TA Realty, through one or more affiliates, co-invests in a limited number of real estate assets or entities with certain of its Fund and Non-Fund Clients. All transactions, with respect to the accounts of such clients, are executed pursuant to the terms of such clients' investment management agreements and comply with TA Realty's Code and other policies and procedures.

In addition, TA Realty may from time to time lease a small amount of office space from one of its Funds or Non-Fund Clients on market terms. Currently, TA Realty leases office space in Dallas, TX from its core open-end Fund.

Principal Transactions

In accordance with the anti-fraud provisions of the Advisers Act and with TA Realty's internal compliance policies and procedures, TA Realty and its affiliates will not, as principal, sell an investment to, or buy an investment from, any Fund or Non-Fund Client, without providing appropriate disclosure and obtaining the informed consent of such Fund or Non-Fund Client prior to the settlement of such transaction. Such consent must be obtained on a transaction-by-transaction basis.

Principal transactions may occur, for example, where TA Realty warehouses or seeds an initial portfolio of real estate investments, in whole or in part, in one of its affiliated entities for the benefit of a future TA Realty Fund or Non-Fund Client. When TA Realty seeks to engage in a principal transaction, TA Realty will first provide a Fund or Non-Fund Client with disclosure in writing of the capacity in which TA Realty is acting (i.e., “as principal for its own account”), including the conflicts that might arise from such principal transaction and all material information regarding the transaction, including as to valuation. Regarding a principal transaction, a Fund or Non-Fund Client may, for example, require that (i) the transaction price be at cost or be determined to be fair by an independent valuation expert or be calculated in accordance with a formula provided for in the governing documents of the Fund or Non-Fund Client and (ii) the consent of the respective limited partner advisory committee, independent client representative or limited partners (or other appropriate owners, as specified by the governing documents of the Fund or Non-Fund Client) be obtained prior to the completion of the relevant transaction or in connection with the limited partners' subscriptions to the Fund or individual investors' opening of the Non-Fund Client.

As noted in Item 10, certain board members and employees of TA Realty who are registered representatives of MEC Global Partners recommend unregistered securities in the form of limited partnership interests, limited liability company interests or shares in its unregistered funds in which TA Realty or any affiliate may have an investment which may be substantial. Certain board members and employees of TA Realty who are registered representatives of MEC Global Partners have an incentive to encourage clients to invest in these investment funds in order to increase the size of such funds. Increasing the size of such funds may (a) lower overall expenses of the fund, some of which

TA Realty will have responsibility for or (b) permit greater marketing of the fund which will generate greater fee revenue for TA Realty. MEC Global Partners maintains investor suitability procedures to address these potential conflicts.

Item 12. Brokerage Practices

Not applicable.

Item 13. Review of Accounts

With respect to real estate investments, each property is monitored regularly by TA Realty's asset managers and independent third-party property management companies. Property reports are prepared monthly and are periodically reviewed by TA Realty's investor accounting staff or the respective fund administrators, if applicable. Any findings resulting from these reviews are first resolved by TA Realty's investor accounting staff with the third-party property management companies and then communicated to TA Realty's asset management team for their review and consideration.

Portfolio level financial statements are prepared quarterly and are reviewed by TA Realty's Controller(s) and Vice President(s) (Investor Accounting). TA Realty's Chief Financial Officer, Head of Investor Accounting and Portfolio Management teams are also involved in various review procedures with respect to portfolio level financial statements.

TA Realty provides written quarterly reports, including unaudited financial statements, to all Non-Fund Clients and investors in each Fund. In addition, annual audited financial statements are provided to all Fund investors and all Non-Fund Clients, unless a Non-Fund Client elects not to receive audited financial statements or an annual audit is not required pursuant to the Non-Fund Client's investment advisory or asset management agreement.

Item 14. Client Referrals and Other Compensation

TA Realty does not currently compensate any person who is not a supervised person, including solicitors or placement agents, for client referrals. In the future, TA Realty may enter into arrangements with, and compensate, solicitors in connection with establishing core and other customized separate accounts (Non-Fund clients).

TA Realty has entered into relationships with affiliated and unaffiliated solicitors to refer investors to its Funds under compensation arrangements, in which fees are borne by TA Realty. TA Realty may continue to enter into additional such relationships in the future as well. These relationships may be with third party solicitors or affiliates.

See Item 10 and Item 11 above for additional information regarding our limited purpose affiliated broker-dealer.

Item 15. Custody

With respect to the clients for which TA Realty has custody of the client's funds and/or securities:

- *Opening the Account:* a Qualified Custodian must maintain these funds and/or securities in a separate account for each client under that client's name; or in accounts that contain only the client's funds and/or securities, under TA Realty's name as agent or trustee for the clients (each a "Qualified Account");
- *Client Notifications:* except as described below in connection with the audit exception for pooled investment vehicles, when TA Realty has custody of client funds or securities and opens a new Qualified Account, or any information related to a Qualified Account changes, TA Realty must promptly notify the applicable client by communicating the name and address of the relevant qualified custodian and the manner in which the funds or securities are maintained in the Qualified Account;
- *Audit Exception for Pooled Investment Vehicles:* each Non-Fund Client and/or Fund (except for those identified in the next bullet) that is either a limited partnership, limited liability company, corporation or other type of pooled investment vehicle which is audited on an annual basis by an independent accountant that is registered with, and subject to regular inspection by, the Public Company Accounting Oversight Board and for which TA Realty distributes audited financial statements (which are prepared in accordance with generally accepted accounting principles) to each applicable Non-Fund Client and each investor in the Funds, within 120 days of the end of the fiscal year of the applicable Non-Fund Client or Fund is a "Qualified Fund". For each TA Realty client that is a Qualified Fund, TA Realty distributes such client's audited financial statements prepared in accordance with generally accepted accounting principles to all limited partners (or members or other beneficial owners) within 120 days of the end of such client's fiscal year. TA Realty is not required to (i) provide the client notifications regarding such Qualified Account, (ii) have a reasonable belief the qualified custodian delivers account statements directly to the client or (iii) conduct a surprise audit with respect to such Fund or Non-Fund Client; and
- *Surprise Audit:* for Non-Fund Clients and/or Funds, if any, that are not audited (or that are audited, but whose audit does not fully satisfy the criteria for the audit exception described above), TA Realty satisfies the applicable Custody Rule annual independent verification requirement under Rule 206(4)-2(a)(4) by engaging an independent accountant that is registered with, and subject to regular inspection by, the Public Company Accounting Oversight Board, to conduct an annual surprise examination (i.e., at a time that is chosen by the accountant without prior notice or announcement and that is irregular from year to year) of these clients' funds and/or securities. The accountant files a certificate on Form ADV-E with the SEC within 30 days after the completion of the examination, stating that it has examined the funds or securities and describing the nature and extent of the examination. If the accountant found any material discrepancies during the course of the examination, the accountant would notify the SEC's Office of Compliance Inspections within one business day of the finding. Such clients will receive account statements from a qualified custodian on a quarterly or more frequent basis. Such clients may also receive periodic account statements from TA Realty. Clients should carefully review account statements received from the qualified custodian and compare such account statements with those, if any, received from TA Realty.

Item 16. Investment Discretion

All of TA Realty's Funds and certain of its Non-Fund Clients are managed on a discretionary basis. Certain of its Non-Fund Clients have specific procedures for recommending and obtaining approval to consummate investment transactions and are managed on a non-discretionary basis. The specifics of TA Realty's authority to manage the assets of a Non-Fund Client are set forth in the applicable investment advisory or asset management agreement(s). The specifics of TA Realty's authority to manage the assets of each Fund are set forth in each Fund's Limited Partnership Agreement.

The scope of restrictions on TA Realty's authority to recommend real estate investments are also set forth in the applicable investment advisory or asset management agreement(s) for Non-Fund Clients or in the applicable limited partnership agreements for Funds managed by TA Realty. These investment restrictions generally include limitations on the amount of investments made in certain property types, the amount of investments made in certain geographic locations and the size of individual investments relative to the size of a given portfolio.

Item 17. Voting Client Securities

TA Realty invests primarily in real estate assets on behalf of its clients and its investment strategies generally do not intend to invest client assets in voting securities. As such, TA Realty does not ordinarily receive proxy voting proposals or solicitations (“Proxies”) with respect to securities. However, from time to time, certain client accounts hold shares of unaffiliated money market mutual funds (“Cash Sweep Funds”) used to earn a return on any uninvested cash balances and/or certain client accounts enter into joint venture arrangements with other parties (“Joint Ventures”), among other permissible investments for client accounts that could generate Proxies. Further, in the future, certain client accounts may invest in public REITs. On occasion, TA Realty receives Proxies with respect to Cash Sweep Funds, Joint Ventures, certain other client-permissible investments, and, in the future, public REITs.

To the extent that TA Realty exercises, or is deemed to have exercised, voting authority over investments held in client accounts, TA Realty’s general policy is to vote Proxies in a manner that serves the best interest of the account, as determined by TA Realty in its discretion in accordance with applicable client guidelines and governing documents.

In the event TA Realty receives Proxies for a Cash Sweep Fund or, in the future, a public REIT, TA Realty intends to vote those Proxies as recommended by the Cash Sweep Fund’s or public REIT’s trustees who are not interested persons of the Cash Sweep Fund or public REIT, respectively, within the meaning of the Investment Company Act of 1940, as amended. In the event TA Realty is asked to vote in a matter relating to a client’s participation in a Joint Venture, TA Realty will vote in a manner that serves the best interest of the client account taking into consideration, among other things, the investment strategy being pursued by TA Realty on behalf of such client, and the facts and circumstances that necessitated the vote being solicited, as determined by TA Realty in its discretion in accordance with the Joint Venture governing documents.

In the event that a conflict of interest arises between a client account and TA Realty in its capacity as investment adviser with respect to certain Proxies, TA Realty will provide full and fair disclosure of the conflict to the applicable client and obtain the consent of the client before voting such Proxy. If obtaining a client’s consent prior to voting the Proxy is not possible for any reason, TA Realty may, but is not required to, instead delegate the voting authority to an independent third party.

TA Realty generally does not accept client-directed voting requests but may do so in its sole discretion on a case-by-case basis.

Any Proxies for a Cash Sweep Fund or, in the future, a public REIT that TA Realty has voted are tracked by TA Realty’s Treasury team and brought to the attention of TA Realty’s Office of Compliance for review in consultation with outside counsel, as needed.

Upon request, TA Realty will provide clients with a copy of TA Realty’s Proxy Voting Policy and/or information about how TA Realty voted with respect to any proxies received for the client’s account.

Item 18. Financial Information

None.

Name of Investor: _____

Capital Commitment: US\$ _____

Subscription Documents

for

TA REALTY CORE PROPERTY FUND, L.P.

SUBSCRIPTION DOCUMENT INSTRUCTIONS

Prospective investors must complete all of the subscription documents contained in this package (the “Subscription Documents”) in the manner described below. For purposes of these Subscription Documents, the “Investor” is the person for whose account Shares are being purchased. Another person with investment authority may execute the Subscription Documents on behalf of the Investor, but must indicate the capacity in which it is doing so and the name of the Investor. Capitalized terms not defined herein are used as defined in the attached Subscription Agreement or the Second Amended and Restated Agreement of Limited Partnership of TA Realty Core Property Fund, L.P., a Delaware limited partnership (as may be amended from time to time, the “Partnership Agreement”).

A. Subscription Agreement

1. Fill in the amount of the Investor’s Capital Commitment on page 25.
2. Date, print the name of the Investor and sign (and print the name, capacity and title, if applicable) on page 25.
3. Each Investor that is investing the assets of an IRA should have the qualified IRA custodian or trustee complete page 26.

B. Investor Questionnaire

1. Turn to pages 28 through 60 (and Annex I thereafter) and complete the Investor Questionnaire, including Exhibit A through Exhibit H, if applicable, referenced therein.
2. Date, print the name of the Investor and sign (and print the name, capacity and title, if applicable) on page 61.

C. Tax Forms

1. Each U.S. Investor (as defined in Section 5(a) on page 18) must fill in, sign and date an Internal Revenue Service (“IRS”) Form W-9 in accordance with the instructions therein and submit it with these Subscription Documents.
2. Each Non-U.S. Investor (as defined in Section 5(b) on page 18) must fill in, sign and date the appropriate IRS Form W-8BEN, Form W8BEN-E, Form W-8IMY or Form W-8EXP and provide all applicable attachments or addendums in accordance with the instructions therein and submit it with these Subscription Documents.
3. If the Investor represents that it is a “qualified foreign pension fund” or any entity all of the interests of which are held by a “qualified foreign pension fund” within the meaning of Section 897(l) of the Code, the Investor must include a signed copy of Exhibit F – Qualified Foreign Pension Fund Certification.

D. Evidence of Authorization

1. *For Non-U.S. Individuals:* Non-U.S. individuals must provide a copy of a passport or a driver's license with photograph and their country of citizenship and third party residential address confirmations.
2. *For Corporations:* A corporation must submit (i) a copy of the corporation's certificate of incorporation (including articles of incorporation) or equivalent from jurisdiction of organization, (ii) a copy of the corporate resolutions authorizing the subscription and identifying the corporate officer empowered to sign the Subscription Documents, and (iii) an authorized signatory list, certificate of incumbency, power of attorney or equivalent document (must contain specimen signatures).
3. *For Partnerships:* A partnership must submit (i) a copy of the partnership's partnership certificate (in the case of limited partnerships), (ii) a copy of the partnership's partnership agreement, (iii) the written consent of the partners authorizing the subscription (if necessary), and (iv) an authorized signatory list, certificate of incumbency, power of attorney or equivalent document (must contain specimen signatures).
4. *For Limited Liability Companies:* A limited liability company must submit (i) a copy of the company's certificate of formation, (ii) a copy of the company's operating agreement, (iii) the written consent of the members authorizing the subscription (if necessary), and (iv) an authorized signatory list, certificate of incumbency, power of attorney or equivalent document (must contain specimen signatures).
5. *For Trusts:* The trustee(s) of a trust must submit (i) a copy of the trust agreement or deed of trust and (ii) an authorized signatory list, certificate of incumbency, power of attorney or equivalent document (must contain specimen signatures) (if applicable).
6. *For Employee Benefit Plans:* An employee benefit plan must submit (i) a copy of the plan's constitutional or formation document (e.g. charter, extract from legislation establishing entity, trust deed or pension plan agreement, including rules for payment of pension), (ii) a copy of the plan's certificate of registration, approval or regulation by a government, regulatory or fiscal authority in the jurisdiction in which the plan is established (e.g. Form 5500, IRS opinion letter), (iii) a list of the names and addresses of the trustees of the plan (if a trust) or otherwise those empowered to make decisions in respect of the plan, (iv) a certificate of an appropriate officer certifying that the subscription has been authorized and identifying the individual empowered to sign the Subscription Documents, and (iv) an authorized signatory list, certificate of incumbency, power of attorney or equivalent document (must contain specimen signatures).
7. *For Public Bodies.* A governmental entity or an entity that is wholly owned by a governmental entity must submit (i) a copy of the entity's constitutional or formation document (e.g. charter or extract from legislation establishing the entity) and (ii) an authorized signatory list, certificate of incumbency, power of attorney or equivalent document (must contain specimen signatures).

Investors may be requested to furnish other or additional documentation evidencing the authority to invest in the Partnership or as required by the Partnership to comply with applicable law.

E. Anti-Money Laundering Documentation

1. *For All Entities:* In addition to other information required under the Subscription Documents and below, an entity must submit (i) completed and signed copy of the Certification of Beneficial Owners attached as Exhibit G, (ii) a copy of certificate of good standing within one year of the date provided, (iii) a copy of structure chart showing entire structure from the Investor to the ultimate beneficial owners, and jurisdiction of each, and (iv) for Cayman entities, completed Cayman AML Questionnaire as separately provided.
2. *For Private Corporations:* In addition to other information required under the Subscription Documents, a corporation must submit (i) a register of directors, officers and any shareholders or beneficial owners that own 25% or more of the share capital, profit or voting rights (including name, title, date of birth, tax identification number and address) in the form attached as Exhibit B, and (ii) (A) names, dates of birth, tax identification numbers and addresses on signed and dated letterhead for two directors or one director and one authorized signatory, or (B) valid photo identifications, tax identification numbers and third party residential address confirmations for two directors or one director and one authorized signatory (if not individuals please provide information required under the relevant entity section).
3. *For Partnerships:* In addition to other information required under the Subscription Documents, a partnership must submit (i) a register of the general partner or managing partners, and any partners or beneficial owners that own 25% or more of the partnership units, profit or voting rights (including name, title, date of birth or formation, tax identification number and address) in the form attached as Exhibit B and (ii) (A) names, dates of birth or formation, tax identification numbers and addresses on signed and dated letterhead for two partners (for a limited partnership, the general partner) and/or one partner and one authorized signatory, or (B) valid photo identifications, tax identification numbers and third party residential address confirmations for two partners (for a limited partnership, the general partner) and/or one partner and one authorized signatory (if not individuals please provide information required under the relevant entity section).
4. *For Limited Liability Companies:* In addition to other information required under the Subscription Documents, a limited liability company must submit (i) a register of the managers or managing members and any members or beneficial owners that own 25% or more of the share capital, profit or voting rights (including name, title, date of birth or formation, tax identification number and address) in the form attached as Exhibit B and (ii) (A) names, dates of birth or formation, tax identification numbers and addresses on signed and dated letterhead for two managing members, managers or directors or one managing member, manager or director and one authorized signatory, or (B) valid photo identifications, tax identification numbers and third party residential address confirmations for two managing members, managers or directors or one managing member, manager or director and one authorized signatory (if not individuals please provide information required under the relevant entity section).
5. *For Trusts:* In addition to other information required under the Subscription Documents, the trustee(s) of a trust must submit (i) a register of the trustees, settlors and beneficial owners that own 25% or more of the trust (including name, title, date of birth or formation, tax identification number and address) in the form attached as

Exhibit C and (ii) (A) names, dates of birth or formation, tax identification numbers and addresses on signed and dated letterhead for two trustees or one trustee and one authorized signatory, or (B) valid photo identifications, tax identification numbers and third party residential address confirmations for two trustees or one trustee and one authorized signatory (if not individuals please provide information required under the relevant entity section).

6. *For Custodian FBO.* In addition to other information required under the Subscription Documents, a custodian FBO must submit valid photo identification, tax identification number and third party residential address confirmation for each beneficiary (if not individuals please provide information required under the relevant entity section).
7. *For Employee Benefit Plans:* In addition to other information required under the Subscription Documents, a private employee benefit plan must submit (i) a register of the trustees, directors, governors, board members or equivalent (including name, title, date of birth or formation, tax identification number and address) in the form attached as Exhibit B (ii) proof that the contributions are made by employer or by way of deduction from an employee's wages, (iii) proof that the scheme rules do not permit the assignment of a member's interests under the scheme; and (iv) documentation for the principal employer of pension scheme, based on the legal entity type.
8. *For Credit or Financial Institutions.* In addition to other information required under the Subscription Documents, a credit or financial institution transacting on its own behalf or on behalf of a wholly-owned subsidiary must submit (i) proof of regulation, and (ii) proof that the subscription for Shares is being made on its own behalf.
9. *For Collective Investment Schemes.* In addition to other information required under the Subscription Documents, a collective investment scheme must submit (i) a copy of the scheme's prospectus or offering memorandum, (ii) the name and address of entity carrying out anti-money laundering and counter terrorist financing checks on the scheme investors and confirmation that such entity is regulated for anti-money laundering purposes (the "AML Service Provider"), and (iii) (A) a register of the investors of the scheme investors or beneficial owners that own 25% or more of the share capital, profit or voting rights (including name, title, date of birth or formation, tax identification number and address) in the form attached as Exhibit B or (B) written confirmation from the AML Service Provider it is carrying out the anti-money laundering and counter terrorist financing controls in line with the requirements outlined in the AML Certification in the form attached as Exhibit A.
10. *For Introducers.* In addition to other information required under the Subscription Documents, a person or entity that introduces Investors to the Partnership (an "Introducer") must submit (i) the name and principal address of the Introducer, (ii) the name of the Introducer's regulatory or supervisory body, (iii) an executed AML Certification substantially in the form attached as Exhibit A, and (iv) an authorized signatory list, certificate of incumbency, power of attorney or equivalent document (must contain specimen signatures).
11. *For Charities and Charitable Foundations.* In addition to other information required under the Subscription Documents, a charity or charitable foundation must submit (i) the nature of the funding of its Capital Contributions (e.g., how are monies being generated for the charity or charitable foundation and who donates), (ii) confirmation

of charitable status and (iii) a register of the trustees, directors, governors, board members or equivalent (including name, title, date of birth or formation, tax identification number and address) in the form attached as Exhibit B.

Investors may be requested to furnish other or additional documentation as required by the Partnership to comply with applicable law or internal policies and procedures.

F. Privacy Notice

The Privacy Notice, attached as Exhibit E, which is provided to you as a result of the privacy notice and disclosure regulations promulgated by the U.S. Securities and Exchange Commission under Regulation S-P, explains the manner in which the Partnership collects, utilizes and maintains nonpublic information about each Investor. The Privacy Notice applies only to Investors who are individuals and to certain entities that are essentially “alter egos” of individuals (e.g. revocable grantor trusts, individual retirement accounts or certain estate planning vehicles).

G. Municipal Investors

If the Investor is a “municipal entity” or “obligated person” as such terms are defined in Section 15B of the U.S. Securities Exchange Act of 1934, as amended, the Investor must complete the Certificate of Bond Proceeds for State and Local Governments and Municipal Bond Obligors attached as Exhibit H.

H. Delivery of Subscription Documents

A completed and signed copy of the Subscription Agreement and the Investor Questionnaire, together with any required evidence of authorization, IRS form(s) and the appropriate acknowledgment form, should be delivered via email to the General Partner’s legal counsel:

Brian May at Mayer Brown LLP
Email: bmay@mayerbrown.com

Jazymin Coleman at Mayer Brown LLP
Email: jcoleman@mayerbrown.com

Xukun Rendu at Mayer Brown LLP
Email: xrendu@mayerbrown.com

with a copy to:

TA Realty Investor Services
Email: investorservices@tarealty.com

Inquiries regarding subscription procedures should be directed to Brian May (email: bmay@mayerbrown.com; (312) 701-8990), Jazymin Coleman (email: jcoleman@mayerbrown.com; (312) 701-8191) at Mayer Brown LLP and Xukun Rendu (email: xrendu@mayerbrown.com; (312) 701-7530) at Mayer Brown LLP.

If the Investor’s subscription is accepted by the General Partner, a fully executed copy of this Subscription Agreement will be returned to the Investor. If an original executed version of the acceptance page to this Subscription Agreement is desired, please notify the General Partner.

SUBSCRIPTION AGREEMENT

TAR CPF GP, LLC

c/o TA Realty LLC
One Federal Street
17th Floor
Boston, Massachusetts 02110

Ladies and Gentlemen:

1. Subscription. The undersigned (the “Investor”) subscribes for and agrees to purchase shares of limited partnership interest (“Shares”) in TA Realty Core Property Fund, L.P., a Delaware limited partnership (the “Partnership”), with a Capital Commitment set forth on the signature page hereto. The Investor acknowledges that this subscription (a) is irrevocable and (b) is conditioned upon acceptance by TAR CPF GP, LLC, a Delaware limited liability company (the “General Partner”), on behalf of the Partnership, and may be accepted or rejected in whole or in part by the General Partner in its sole discretion. The Investor agrees to be bound by all the terms and provisions of the Second Amended and Restated Agreement of Limited Partnership of the Partnership (as amended or restated by an agreement identified as an amendment or restatement thereof from time to time, the “Partnership Agreement”). “Covered Persons” shall mean the Partnership, any Parallel Fund, the General Partner, any Parallel Fund Operator, the Manager, their respective Affiliates and their respective directors, officers, shareholders, members, managers, partners, employees, trustees, representatives and agents. Capitalized terms not defined herein are used as defined in the Partnership Agreement. This Subscription Agreement shall become binding on the Partnership only upon its written acceptance by the General Partner on behalf of the Partnership.

2. Representations and Warranties of the Investor. To induce the Partnership to accept this subscription, the Investor represents, warrants and acknowledges as follows and confirms that the Investor has full knowledge that the Partnership, any Parallel Fund, the General Partner and any Parallel Fund Operator intend to rely on such representations, warranties and acknowledgements:

(a) The Investor has received and carefully read and understands the terms of (i) the Partnership’s Amended and Restated Confidential Private Placement Memorandum dated June 2024, as revised, amended, restated or supplemented by information identified as a revision or supplement thereto (collectively, the “Memorandum”), (ii) the Partnership Agreement, (iii) this Subscription Agreement, and (iv) each other document required to be executed by the Investor in connection with this subscription for Shares (the documents described in clauses (i)-(iv), collectively, the “Offering Documents”). The Investor understands that the Offering Documents have not been reviewed by any governmental authority or agency.

(b) The Investor (i) is a sophisticated investor and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in Shares, (ii) is able to bear the risks of an investment in Shares, (iii) understands, acknowledges and accepts the risks of, and other considerations relating to, a purchase of Shares (including, without limitation, the matters set forth under the caption “*Risk Factors and Potential Conflicts of Interest*” in the Memorandum), (iv) understands that conflicts may arise involving the General Partner and its Affiliates (including, without limitation, the matters set forth under the caption “*Risk Factors and Potential Conflicts of Interest*” in the Memorandum) and (v) has determined that the purchase of Shares is suitable and appropriate for the Investor (including, without limitation, being consistent with its projected income and investment objectives). The Investor understands, acknowledges and accepts that it must bear the economic risk of an investment in the Partnership for an indefinite period of time and represents and

warrants that it can bear the economic risk of losing its entire investment in the Partnership. The Investor understands that (x) the Investor's ability to redeem its Shares are subject to the limitations set forth in the Partnership Agreement and therefore there are limits on the liquidity of the Investor's Shares, (y) there is presently no public market for Shares (nor is it anticipated that any public market for such Shares will exist) and (z) the General Partner intends to prevent any such public market from developing. The Investor's overall commitment to the Partnership and other investments which are not readily marketable is not disproportionate to the Investor's net worth and the Investor has no need for immediate liquidity in the Investor's investment in Shares.

(c) The Investor understands that any wire transfers of the proceeds of any distributions or redemptions sent to the financial institution designated by the Investor in Section Q of the Investor Questionnaire attached hereto (the "Investor Questionnaire"), or reinvested in accordance with the distribution reinvestment plan described in the Partnership Agreement (the "DRIP"), will constitute payment to the Investor and relieve the Partnership and its agents or representatives of any further obligation to the Investor with respect to the amounts so paid and the Shares thereby redeemed, and the Investor releases the Partnership from any further obligation with respect thereto. The Investor understands that the Partnership or the General Partner may impose such procedures as it deems appropriate before it will accept any change in the registered address, the address designated herein or the account designated in the Investor Questionnaire.

(d) The Investor's right to subscribe for Shares pursuant to this Subscription Agreement is subject to the terms of the Partnership Agreement and this Subscription Agreement and the representations, warranties, agreements and confirmations contained therein and herein.

(e) The Shares to be acquired pursuant to this Subscription Agreement are being acquired by the Investor for its own account, for investment purposes only and not with a view to the resale or distribution. The Investor was offered Shares through private negotiations, not through any general solicitation or general advertising (including, without limitation, any advertisement, article, notice or other communication published in any newspaper, magazine, newsletter, internet forum or similar media or broadcast over television, internet or radio, or any seminar or meeting whose attendees were invited by means of any general solicitation or general advertising), or through any solicitation by a Person not previously known to the Investor in connection with investments generally.

(f) The Investor has no present intention and no contract, understanding, agreement or arrangement with any Person to Transfer any Shares, and has no reason to anticipate any change in its circumstances or other particular occasion or event that would cause it to Transfer all or any part of the Shares for which it subscribes. The Investor understands that the Partnership Agreement contains substantial transfer restrictions with respect to Shares (including, without limitation, the requirement that the General Partner consent to any Transfer).

(g) The Investor understands that the Shares have not been registered under the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act"), the securities laws of any state or the securities laws of any other jurisdiction, nor is such registration currently contemplated, and such Shares are being offered and sold in reliance upon the exemption from registration provided in Section 4(a)(2) of the U.S. Securities Act (and/or Regulation D promulgated thereunder) and applicable exemptions under state securities laws. The Investor understands that the Partnership and the offering of Shares have not been approved, disapproved or passed on by any federal or state agency or commission or by any exchange or other self-regulatory organization. The Investor understands and agrees that Shares must be held indefinitely unless they are subsequently registered under the U.S. Securities Act and any other applicable state or non-U.S. securities laws or an exemption from such registration and the laws covering the sale of Shares is available. Even if such an exemption is available, the assignability and

transferability of Shares will be governed by the Partnership Agreement, which imposes substantial restrictions on Transfers. The Investor understands that the Partnership does not have any intention of registering any of the Shares under the U.S. Securities Act or any other applicable state or non-U.S. securities laws or of supplying the information that may be necessary to enable the Investor to sell its Shares and that Rule 144 under the U.S. Securities Act will not be available as a basis for exemption from registration of any Shares thereunder. The Investor understands that legends stating that the Shares have not been registered under the U.S. Securities Act and any other applicable state or non-U.S. securities laws and setting out or referring to the restrictions on the transferability and resale of Shares may be placed on any documents evidencing Shares.

(h) To the full satisfaction of the Investor, the Investor has obtained any and all materials that it has requested relating to the Partnership, the offering of Shares and the information contained in the Offering Documents, and the Investor has been afforded the opportunity to ask questions of representatives of the General Partner concerning the terms and conditions of the offering and to obtain any additional information necessary to verify the accuracy of any representation or information set forth in the Offering Documents, including, without limitation, any tax ramifications related to the Investor's investment in the Partnership. No statement, printed material or other information that is contrary to the information contained in the Offering Documents has been given or made by or on behalf of the General Partner, the Partnership or any of their respective representatives to the Investor.

(i) Other than as set forth in the Offering Documents, the Investor is not relying upon any other information (including, without limitation, any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, and any seminars or meetings whose attendees have been invited by any general solicitation or advertising), representation or warranty by any Covered Person in determining to invest in the Partnership, and the Investor understands that the Offering Documents and any supplements or amendments thereto are not intended to convey tax or legal advice. The Investor is aware that any investment returns set forth in the Memorandum or any supplemental letters or materials thereto are not necessarily comparable to or indicative of the returns, if any, that may be achieved on investments made by the Partnership. In considering the performance information contained in the Memorandum or any supplemental letters or materials thereto, the Investor understands that past performance is not necessarily indicative of future results, and there can be no assurance that the Partnership will achieve comparable results or that targeted returns or asset allocations will be met. The Investor is aware that actual realized returns on unrealized investments will depend on, among other factors, future operating results, the value of the assets and market conditions at the time of disposition, any related transaction costs and the timing and manner of sale, all of which may differ from the assumptions and circumstances on which the valuations used in the performance data contained in the Memorandum or any supplemental letters or materials thereto. Accordingly, the Investor understands that the actual realized returns on these unrealized investments may differ materially from the target returns indicated in the Memorandum or any supplemental letters or materials thereto. The Investor has consulted to the extent deemed appropriate by the Investor with the Investor's own advisors as to the financial, tax, accounting, legal and related matters concerning an investment in Shares and on that basis believes that an investment in Shares is suitable and appropriate for the Investor.

(j) No Covered Person has exercised any discretionary authority or control with respect to the Investor's purchase of Shares contemplated by this Subscription Agreement or rendered any investment advice to the Investor with respect to the Investor's decision to invest in the Partnership. In making the investment in the Partnership contemplated by this Subscription Agreement, the Investor has relied only on its own experience and expertise or the advice of the Investor's own advisors, none of which are affiliated with the Partnership or the General Partner or their respective Affiliates.

(k) The Investor understands that (i) neither the Partnership nor any Parallel Fund has been registered under the U.S. Investment Company Act of 1940, as amended (the “U.S. Investment Company Act”), and no such registration is currently contemplated, and (ii) the General Partner is not registered under the U.S. Investment Advisers Act of 1940, as amended (the “U.S. Advisers Act”), and no such registration is currently contemplated. The Investor understands that it will not be afforded the protections provided to investors in registered investment companies under the U.S. Investment Company Act. Except as expressly disclosed in the Investor Questionnaire, the Investor was not formed, reformed, capitalized, recapitalized or operated (as interpreted under the U.S. Investment Company Act) for the specific purpose of making an investment in the Partnership, and, under the ownership attribution rules promulgated under Section 3(c)(1) of the U.S. Investment Company Act, no more than one person will be deemed a beneficial owner of the Investor’s Shares.

(l) If the Investor is not a natural person, the Investor is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has the power and authority to enter into this Subscription Agreement, the Partnership Agreement and each other document required to be or otherwise executed and delivered by the Investor in connection with this subscription for Shares, and to perform its obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby, and the Person signing this Subscription Agreement on behalf of the Investor has been duly authorized to execute and deliver this Subscription Agreement, the Partnership Agreement and each other document required to be or otherwise executed and delivered by the Investor in connection with this subscription for Shares. If the Investor is an individual, the Investor has all requisite legal capacity to enter into this Subscription Agreement, the Partnership Agreement and each other document required to be or otherwise executed and delivered by the Investor in connection with this subscription for Shares, and to perform its obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby. The execution and delivery by the Investor of, and compliance by the Investor with, this Subscription Agreement, the Partnership Agreement and each other document required to be or otherwise executed and delivered by the Investor in connection with this subscription for Shares, does not conflict with, or constitute a default under, any instruments governing the Investor, any law, permit, regulation, order, franchise, judgment, decree, statute or rule or any agreement or other instrument to which the Investor is a party or by which the Investor or any of its properties is bound. This Subscription Agreement has been duly executed by the Investor and once accepted by the General Partner constitutes, and the Partnership Agreement if and when the Investor is admitted as a Limited Partner, will constitute, valid and legally binding agreements of the Investor, enforceable against it in accordance with the terms hereof and thereof (subject to the effects of (i) bankruptcy, insolvency, moratorium, receivership, reorganization, liquidation and other similar laws relating to or affecting the rights and remedies of creditors generally, (ii) principles of equity (regardless of whether considered and applied in a proceeding in equity or at law), (iii) the law of fraudulent transfer, (iv) public policy and (v) judicial imposition of an implied covenant of good faith and fair dealing). If more than one Person is signing this Subscription Agreement as an Investor, each undertaking herein shall be a joint and several undertaking of all such Persons, and the grant of power of attorney herein below to the General Partner shall be a joint and several grant by all such Persons. Actions of any one joint Investor pursuant to this Subscription Agreement shall bind all other joint Investors. A subscription in joint names creates a joint tenancy with a right of survivorship. The Investor agrees to provide, upon the request of and in a form acceptable to the General Partner, among other things, an opinion of counsel as to the authority and power of the Investor to enter into this Subscription Agreement and the Partnership Agreement, the binding effect hereof and thereof and the due authorization of the Person signing this Subscription Agreement on behalf of the Investor to take such actions on behalf of the Investor.

(m) If the Investor is not a “U.S. Person” within the meaning of Regulation S under the U.S. Securities Act (a “Non-U.S. Person”) (except for offers and sales to discretionary or similar accounts held for the benefit or account of a non-U.S. Person by a U.S. dealer or other professional fiduciary), then (i)

the Investor is not acquiring Shares for the account or benefit of a U.S. Person, (ii) all offers to sell and offers to buy Shares were made to or by the Non-U.S. Person while the Non-U.S. Person was outside of the United States, and at the time that the Non-U.S. Person's order to buy Shares was originated the Non-U.S. Person was outside of the United States and (iii) this Subscription Agreement is being executed by the Investor outside of the United States.

(n) If the Investor is (i) an employee benefit plan that is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (including, without limitation, pension and profit-sharing plans), (ii) a plan that is subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code") (including, without limitation, IRAs and Keogh plans) or (iii) an entity or account (including insurance company general accounts) deemed to hold the assets of one or more such employee benefit plans or plans (each of the foregoing, a "Benefit Plan Investor"), the Investor has so indicated in Section D of the Investor Questionnaire.

(o) If the Investor is a Benefit Plan Investor, a governmental plan, a non-U.S. plan or other employee benefit plan, account or arrangement whether or not subject to the fiduciary provisions of ERISA or Section 4975 of the Code (collectively, with Benefit Plan Investors, referred to as "Plans"), the Investor makes the following representations, warranties and covenants:

(i) In connection with the Plan's decision to commit assets of the Plan for investment in the Partnership and the Plan's holding or disposition of its Shares, the Plan was and will be represented by a fiduciary who is independent of any Covered Person ("Fiduciary"), and the Fiduciary (A) is duly authorized to represent the Plan and has not relied on any advice or recommendations of any Covered Person, (B) in consultation with its advisers, has carefully considered the impact of ERISA, the Code and the regulations, rules, procedures and judicial decisions thereunder, to the extent applicable, or any applicable law that is similar to ERISA or Section 4975 of the Code, on the Plan's investment in the Partnership or holding or disposition of the Plan's Shares, as applicable, (C) is capable of evaluating investment risks independently, both in general and with regard to the decision to commit assets of the Plan for investment in the Partnership or the holding or disposition of the Plan's Shares, as applicable, and the investment strategies of the Partnership, and (D) is a fiduciary under ERISA, the Code, or any applicable law that is similar to ERISA or Section 4975 of the Code, as applicable, with respect to the investment decision to invest the Plan's assets in the Partnership and/or the holding or disposition of the Plan's Shares, as applicable and is responsible for exercising independent judgment in evaluating the investment in the Partnership and/or the holding or disposition of the Plan's Shares, as applicable and the investment strategies of the Partnership on behalf of the Plan;

(ii) (A) The Plan and its Fiduciary have read the Memorandum and understand that the Covered Persons receive compensation in connection with their services to the Partnership and, as a result, have financial interests that preclude them from (1) providing impartial investment advice to the Plan or its Fiduciaries or (2) otherwise acting as a fiduciary on behalf of the Plan in connection with an investment in the Partnership or the holding or disposition of its Shares, (B) no Covered Person has exercised any discretionary authority or control with respect to the Plan's investment in the Partnership and the Plan understands and acknowledges that no Covered Person will exercise any such authority with respect to the Plan's holding or disposition of its Shares, and (C) no Covered Person has rendered any investment advice or made any recommendation in a fiduciary capacity to the Plan with respect to the Plan's commitment to invest in the Partnership and the investment program thereunder and the Plan understands and acknowledges that no Covered Person will render any such advice or recommendation with respect to the Plan's holding or disposition of its Shares;

(iii) It is intended that the Partnership will not hold plan assets of the Plan and that no Covered Person has or will be acting as a fiduciary to the Plan under ERISA, the Code or any

applicable law governing the Plan (nor has any Covered Person acknowledged or represented that it has or will be so acting as a fiduciary), with respect to either (A) the Plan's acquisition, retention or disposition of its investment in the Partnership or (B) the management or operation of the business or assets of the Partnership. It also confirms that, assuming the Partnership does not hold Plan Assets, there is no rule, regulation, or requirement applicable to such Plan that is inconsistent with the foregoing description of the Covered Persons;

(iv) If the Investor is a Benefit Plan Investor and if pursuant to Section 3.7(a)(ii) of the Partnership Agreement, the General Partner elects to direct the Capital Contributions of Benefit Plan Investors into an escrow account that is intended to comply with Department of Labor Advisory Opinion 95-04A, the escrow agent, as the agent of the Benefit Plan Investor, may invest the funds in such escrow account in money-market funds, bank deposit accounts and other similar investments intended to provide for the preservation of capital;

(v) Assuming the assets of the Partnership are not deemed to be Plan Assets, the execution and delivery by the Plan, and compliance by the Plan with this Subscription Agreement, the Partnership Agreement (including all appendices, attachments or exhibits hereto or thereto) and each other document required to be, or that is otherwise, executed and delivered by the Plan in connection with this subscription for Shares, and the contemplated investment program and operations of the Partnership, do not conflict with, or constitute a default under, any instruments or applicable guidelines governing the Plan, any applicable law, regulation or order, or any agreement to which the Plan is a party or by which the Plan is bound. The Plan shall promptly advise the Partnership in writing of any changes of which it becomes aware in any governing law or any regulations thereunder or interpretations thereof affecting the duties, responsibilities, liabilities or obligations of any Covered Person with respect to the Plan. This Subscription Agreement and the Partnership Agreement have been duly executed by the Plan and constitute, and when the Plan is admitted as a Limited Partner, will constitute, a valid and legally binding agreement of the Plan;

(vi) Assuming the assets of the Partnership are not deemed to be Plan Assets, the acquisition and holding of Shares by the Plan will not, in the case of a Benefit Plan Investor, result in or give rise to a non-exempt "prohibited transaction" under ERISA or Section 4975 of the Code or, in the case of a Plan that is subject to a law that is similar to ERISA or Section 4975 of the Code, result in or give rise to a violation of such similar law;

(vii) (A) The information provided in Section D of the Investor Questionnaire and the appendices attached thereto is true and accurate as of the date hereof, (B) such information will remain true and accurate for so long as the Plan holds Shares in the Partnership and (C) it will immediately notify the Partnership if the Plan has any reason to believe that it is or may be in breach of the foregoing representation and covenant; and

(viii) It will provide additional information reasonably requested by any Covered Person for purposes of compliance with applicable law.

(p) The Investor represents, warrants and acknowledges as described below.

(i) The Investor acknowledges that Federal regulations and Executive Orders administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), the U.S. State Department and the Financial Crimes Enforcement Network ("FinCen") prohibit, among other things, the engagement in transactions with, and the provision of services to, certain non-U.S. countries,

territories, entities and individuals.¹ The lists of OFAC prohibited countries, territories, Persons and entities and Executive Order 13224, (Sept. 24, 2001), “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism” can be found on the OFAC website at <<http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>>. In addition, the programs administered by OFAC (“OFAC Programs”) prohibit dealing with individuals and entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists. Furthermore, the U.S. Treasury prohibits certain dealings with countries and organizations designated under Section 311 of the USA PATRIOT Act² as warranting special measures due to money laundering concerns, which jurisdictions can be found on the FinCEN website. The Investor should check the OFAC and FinCEN websites before making the following representations: (i) the Investor represents and warrants that, to the best of its knowledge, the amounts contributed by it to the Partnership were not and are not directly or indirectly derived from activities that may contravene federal, state or international laws and regulations (including, without limitation, anti-money laundering laws and regulations); and (ii) the Investor represents and warrants that, to the best of its knowledge, none of (A) the Investor, (B) any Person, directly or indirectly, controlling, controlled by or under common control with the Investor, (C) if the Investor is a privately held entity, any Person having a beneficial interest in the Investor or (D) any Person for whom the Investor is acting as agent or nominee in connection with this investment in Shares, is prohibited from acquiring Shares pursuant to any laws or regulations described in this Section 2(p). Please be advised that the Partnership may not accept any amounts from a prospective investor if such prospective investor cannot make the representations set forth in this paragraph. If an existing Investor cannot make these representations, the Partnership may require the withdrawal of such Investor from the Partnership.

(ii) The Investor acknowledges and agrees that any distributions to it will be paid to the account specified in Section O of the Investor Questionnaire (or reinvested in accordance with the terms of the DRIP, as applicable), which will be the same account from which payments will be made by the Investor to the Partnership, unless the General Partner agrees otherwise. If the Investor or beneficial owner of the investment in Shares is a non-U.S. banking institution (a “Foreign Bank”), the Investor represents and warrants that it is not a prohibited “shell bank” as defined by the USA PATRIOT Act Regulations (31 C.F.R. 1010.605). The Investor represents and warrants that (A) it is not (x) a politically exposed person³ (a “PEP”), (y) an immediate family member⁴ of a PEP or (z) a close associate⁵ of a PEP as such terms are defined in the footnotes below, (B) either each related Person does not meet the criteria of clauses (x), (y) and (z) above or the Investor has performed enhanced due diligence on any related Person that does meet the criteria of clauses (x), (y) and (z) above and (C) the Investor has determined that the funds being invested by the Investor in the Partnership do not come from corruption. An Investor who is a PEP may be required to submit a certification of wealth or similar certification with respect to the source of funds. The Investor represents and warrants that the Investor (A) has conducted thorough due diligence with respect to all of its beneficial owners, (B) has established the identities of all beneficial owners and the source of each of the beneficial owner’s funds and (C) will retain evidence of any such identities, any such source of funds and any such due diligence. The Investor further represents

¹ These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

² “USA PATRIOT Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001 (Pub. L. No. 107-56). The jurisdictions warranting special measures include, but are not limited to, those found at: <http://www.fincen.gov/resources/statutes-and-regulations/311-special-measures>.

³ A “politically exposed person” is defined as a current or former senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party or a senior executive of a government-owned corporation. In addition, a “politically exposed person” includes any corporation, business or other entity that has been formed by, or for the benefit of, a political figure.

⁴ “Immediate family” of a PEP typically includes the figure’s parents, siblings, spouse, children and in-laws.

⁵ A “close associate” of a PEP is a person who is widely and publicly known to maintain an unusually close relationship with the PEP, and includes a person who is in a position to conduct substantial financial transactions on behalf of the PEP.

and warrants that the Investor does not know, nor have reason to suspect that, (x) the monies used to fund the Investor's investment in Shares have been or will be derived from or related to any illegal activities (including, without limitation, money laundering activities or any violations of the Foreign Corrupt Practices Act (the "FCPA")) and (y) the proceeds from the Investor's investment in Shares will be used to finance any illegal activities (including any violations of the FCPA).

(iii) The Investor agrees to notify the Partnership promptly should the Investor become aware of any change in the information set forth in this Section 2(p). The Investor is advised that, if required by law, the Partnership may be obligated to "freeze the account" of the Investor, by prohibiting additional investments from the Investor, declining any withdrawal requests from the Investor, withholding distributions to the Investor and/or segregating the assets in the account in compliance with governmental regulations, and the Partnership may also be required to report such action and to disclose the Investor's identity to OFAC. The Investor further acknowledges that the General Partner may, by written notice to the Investor, suspend the payment of withdrawal proceeds to the Investor or take such actions as permitted by the Partnership Agreement if the General Partner reasonably deems it necessary to do so to comply with anti-money laundering and sanctions regulations applicable to the Partnership or any of the Partnership's service providers. The Investor agrees to provide any additional information deemed necessary by the General Partner to comply with sanctions laws, the USA PATRIOT Act and other anti-money laundering laws.

(q) The Investor understands that the Partnership and any Parallel Funds have entered into and/or intend to enter into separate subscription agreements (the "Other Subscriptions") with other investors in the Partnership and any Parallel Funds ("Other Investors"). This Subscription Agreement and the Other Subscriptions are separate agreements, and the sale of Shares to the Investor and interests in any Parallel Funds to the Other Investors shall be deemed separate sales.

(r) Neither the Investor nor any Person having a direct or indirect beneficial interest in the Investor is a trust permanently set aside or to be used exclusively for the purposes described in Section 642(c) of the Code.

(s) The Investor understands that it is not entitled to cancel, terminate or revoke this Subscription Agreement or any agreements of the Investor hereunder, and that this Subscription Agreement and any amendments hereto and such other agreements shall survive changes in the transactions, documents and instruments described in the Memorandum (regardless of whether such changes are contemplated by the Memorandum).

(t) Beginning upon the date hereof and during any period that the Investor indirectly owns an equity interest in one or more REIT Subsidiaries (the "REIT Shares") through its ownership of Shares in excess of the ownership limitations set forth in the limited liability company agreement of any REIT Subsidiary (the "REIT Charter") or other governing document of any REIT Subsidiary, no Person who is treated as an individual under Section 542(a)(2) of the Code (determined after taking into account Section 856(h) of the Code) that is a direct or indirect member of the Investor Beneficially Owns, or in the future will Beneficially Own, as a result of the Investor's REIT Shares, REIT Shares in excess of the ownership limitations set forth in the REIT Charter or other governing document of any REIT Subsidiary. For purposes of this representation, "Beneficially Owns" shall mean ownership by a Person who would be treated as an owner of the Investor either directly or constructively through the application of Section 544 of the Code, as modified by Section 856(h) of the Code.

(u) If the Investor is a privately-held entity, except as disclosed to the Partnership and the General Partner on Exhibit B hereto, there is no beneficial owner, directly or indirectly, of 25% or more of any voting or non-voting class of equity interests of the Investor.

(v) If the Investor is a trust, except as disclosed to the Partnership and the General Partner on Exhibit C hereto, there is no beneficial owner, directly or indirectly, of 25% or more of any interest in the trust, the settlor of the trust and the trustees.

(w) Except as disclosed to the Partnership and the General Partner in the Investor Questionnaire, beginning upon the date hereof and during any period that the Investor owns Shares, none of the direct or indirect owners of the Investor are, or will be, “foreign persons” (for purposes of Section 897(h)(4)(B) of the Code, as determined by applying Treasury Regulations Section 1.897-1(c)(3)); provided that this paragraph shall not apply if the Investor is a “non-look-through person” as defined in Treasury Regulations Section 1.897-1(c)(3)(v)(D).

(x) If the Investor is (or is owned by) a fund of funds, the Investor represents and warrants that no class of the Investor’s securities, or securities of such fund of funds (or a subsidiary thereof) that owns the Investor, is listed on any public exchange, and neither the Investor nor a fund of funds (or a subsidiary thereof) that owns the Investor will seek to list any class of the Investor’s (or its) securities on any public exchange without the prior written consent of the General Partner.

(y) If the Investor is acting as trustee, agent, representative or nominee for an underlying subscriber: (a) the Investor understands and acknowledges that the representations, warranties and agreements made herein are made by the Investor (i) with respect to the Investor and (ii) with respect to such underlying subscriber and (b)(i) the Investor has delivered the Offering Documents to such underlying subscriber and the Investor shall promptly deliver to such underlying subscriber any supplements or amendments to any such documents that are delivered to the Investor; (ii) the Investor has all requisite power and authority from such underlying subscriber to execute and perform the obligations and make the representations and warranties set out in this Subscription Agreement; and (iii) if the Investor is not purchasing Shares for the Investor’s own account, the Investor agrees to provide any additional documents and information that the General Partner requests.

(z) The Investor acknowledges that the General Partner or its Affiliate may enter into agreements with placement agents providing for a payment from the General Partner, the Partnership or such Affiliate of a one-time or ongoing fee based upon the amount of the capital contribution or capital commitment of any investor introduced to the Partnership or any Parallel Fund by the placement agent.

(aa) The Investor understands that, except as otherwise specifically set forth in the Partnership Agreement, the Limited Partners have no right to amend or terminate the Partnership Agreement or to appoint, select, vote for or remove the General Partner or its agents or to otherwise participate in the business decisions of the Partnership or otherwise in connection with the Partnership assets.

(bb) The Investor, if an entity, hereby agrees to notify the General Partner prior to any dissolution, liquidation or termination of the Investor and further agrees not to effect any such dissolution, liquidation or termination until the Investor has paid and discharged its share of the Partnership’s liabilities and Shares have been redeemed. The Investor, if a natural person, hereby agrees to use its best efforts to ensure that its estate, and any guardian that might be appointed in the event of an adjudication of incapacity, is instructed to notify the General Partner of such occurrence.

(cc) Neither the Investor nor any other beneficial owner (as defined in Rule 13d-3 under the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”))) of the Investor’s Shares is subject to any of the disqualifying events described in paragraphs (i) through (viii) of Rule 506(d)(1) under the U.S. Securities Act or which would require disclosure to prospective purchasers of securities in the offering of any securities pursuant to Rule 506(e) of the U.S. Securities Act or any exemptive orders

or no-action relief granted by the U.S. Securities and Exchange Commission (the “SEC”) or its staff related to Rule 506(d).

(dd) If the Investor is a natural person (or an entity that is an “alter ego” of a natural person (e.g., a revocable trust, an individual retirement account or an estate planning vehicle)), the Investor has carefully read the Privacy Notice attached as Exhibit E hereto.

(ee) The Investor acknowledges and agrees that, for purposes of calculating the Share Price (and the number of Shares issued with respect to Capital Contributions made in accordance with this Subscription Agreement and the Partnership Agreement), the Net Asset Value per Share for any Capital Contribution made on a date other than the first Business Day of a calendar quarter (an “Intra-Quarter Contribution”) will be determined as soon as reasonably practicable after the determination of the Net Asset Value of the Partnership as of the end of the calendar quarter following the date that such Intra-Quarter Contribution is accepted by the General Partner.

(ff) The Investor hereby represents and warrants that it and each other beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the Investor’s Shares:

(i) has not been convicted, within ten years before the date hereof, of any felony or misdemeanor: (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the SEC; or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(ii) is not subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the date hereof, that currently restrains or enjoins the Investor from engaging or continuing to engage in any conduct or practice: (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the SEC; or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(iii) is not subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that: (A) as of the date hereof, bars the Investor from: (I) association with an entity regulated by such commission, authority, agency, or officer; (II) engaging in the business of securities, insurance or banking; or (III) engaging in savings association or credit union activities; or (B) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten years before the date hereof;

(iv) is not subject to an order of the SEC entered pursuant to section 15(b) or 15B(c) of the Exchange Act or section 203(e) or (f) of the U.S. Advisers Act, that, as of the date hereof: (A) suspends or revokes the Investor’s registration as a broker, dealer, municipal securities dealer or investment adviser; (B) places limitations on the activities, functions or operations of the Investor; or (C) bars the Investor from being associated with any entity or from participating in the offering of any penny stock;

(v) is not subject to any order of the SEC entered within five years before the date hereof that, as of the date hereof, orders the Investor to cease and desist from committing or causing a violation or future violation of: (A) any scienter-based anti-fraud provision of the federal securities

laws, including without limitation section 17(a)(1) of the U.S. Securities Act, section 10(b) of the Exchange Act and Rule 10b-5 thereunder, section 15(c)(1) of the Exchange Act, and section 206(1) of the U.S. Advisers Act, or any other rule or regulation thereunder; or (B) section 5 of the U.S. Securities Act;

(vi) is not suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

(vii) has not filed (as a registrant or issuer), and has not acted as, or been named as, an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five years before the date hereof, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, and is not, as of the date hereof, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued;

(viii) is not subject to a United States Postal Service false representation order entered within five years before the date hereof, and is not, as of the date hereof, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations; and

(ix) will promptly inform the General Partner if it becomes subject to any of the foregoing disciplinary proceedings or sanctions as of a date after the date hereof.

(gg) *The Investor has not altered or otherwise revised this Subscription Agreement in any manner from the version initially received by the Investor, except for such alterations that have been clearly marked on this Subscription Agreement and expressly acknowledged in writing by the General Partner or otherwise specifically identified in writing to the General Partner and expressly acknowledged in writing by the General Partner.*

3. Accuracy; Notification Obligation; Further Advice and Assurances. All information that the Investor has provided to the Partnership or the General Partner in this Subscription Agreement and in the Investor Questionnaire and each IRS Form W-9, IRS Form W-8BEN-E (or other applicable Form W-8 and all applicable attachments or addendums thereto), Form 6166 and each form provided with respect to any requirement under Code Sections 1471-1474 (collectively, the “Tax Forms”) is true, correct and complete as of the date hereof and will be complete and accurate as of the date on which the Investor is admitted as a Limited Partner (the “Applicable Closing Date”), as of each date that the Investor makes or is required to make a contribution of capital to the Partnership and that the Investor receives a distribution from the Partnership and for so long as the Investor holds Shares, and the Investor agrees to notify the General Partner and the Partnership immediately in writing if any representation, warranty or information contained in this Subscription Agreement, the Investor Questionnaire or the Tax Forms becomes untrue or incorrect at any time. The Investor agrees to provide such information and execute and deliver such documents regarding itself and all of its beneficial owners as the Partnership or the General Partner may reasonably request from time to time to verify the accuracy of the Investor’s representations and warranties herein, to determine the eligibility of the Investor to hold Shares or participate in certain Partnership investments or to comply with any law, rule or regulation to which the Partnership or the General Partner may be subject (including, without limitation, compliance with anti-money laundering laws and regulations and requirements under the Code applicable to any direct or indirect subsidiary that has elected to be taxed as a real estate investment trust under the Code). The Investor agrees to respond promptly to each questionnaire from the Partnership or the General Partner requesting information as to the ownership of the Investor’s Shares and agrees to provide the Partnership or the General Partner with

such other documents, declarations and other evidence or information as the Partnership or the General Partner may reasonably request.

4. Power of Attorney.

(a) The Investor, by executing this Subscription Agreement, hereby appoints the General Partner, with full power of substitution, as the Investor's true and lawful representative, attorney-in-fact and agent, in the Investor's name, place and stead, to make, execute, sign, acknowledge, swear to, deliver, record and file on behalf of it or the Partnership or any Parallel Fund:

(i) all agreements, certificates, documents and other instruments (including, without limitation, the Partnership Agreement, and any amendments, restatements, supplements or other modifications thereto made in accordance with the Partnership Agreement or to the Certificate), which the General Partner deems necessary, desirable, appropriate or advisable to (A) form, qualify or continue the Partnership as a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware and all other jurisdictions (including, without limitation, those in which the Partnership conducts or plans to conduct business) in which the General Partner deems necessary, desirable, appropriate or advisable (including, without limitation, any filing for the purpose of admitting the Investor and others as Partners and describing their initial or any increased Capital Commitments), (B) admit the Investor as a limited partner of the Partnership in accordance with the terms of the Partnership Agreement, (C) effect the addition, substitution or removal of any Limited Partner or the General Partner pursuant to the Partnership Agreement or (D) effect an amendment, restatement, supplement or other modification to the Partnership Agreement adopted or permitted in accordance with the terms of the Partnership Agreement;

(ii) any instrument, certificate or other document that may be deemed necessary, desirable, appropriate or advisable to effect the dissolution, winding-up and termination of the Partnership (including, without limitation, a certificate of cancellation), in accordance with the terms of the Partnership Agreement;

(iii) any and all tax elections, tax information statements and other tax documentation for the Partnership as may from time to time be deemed necessary, desirable, appropriate or advisable by the General Partner;

(iv) any and all other business certificates, fictitious name certificates, amendments thereto or other instruments as may from time to time be deemed necessary, desirable, appropriate or advisable by the General Partner to accomplish the business, purpose or objective of the Partnership or carry out fully the provisions of this Subscription Agreement or the Partnership Agreement; and

(v) all certificates, documents and other instruments (including, without limitation, the partnership agreement (or other analogous document) of any Alternative Investment Vehicle (an "AIV Agreement") and any amendments, restatements, supplements or other modifications made in accordance with the Partnership Agreement or an AIV Agreement), which the General Partner (or other governing entity of any such Alternative Investment Vehicle) deems necessary, desirable appropriate or advisable to (A) form, qualify or continue the Alternative Investment Vehicle in all jurisdictions (including, without limitation, those in which the Alternative Investment Vehicle conducts or plans to conduct business) in which the General Partner (or such other governing entity) deems necessary, desirable, appropriate or advisable (including, without limitation, any filing for the purpose of admitting the Investor and others to the Alternative Investment Vehicle and describing their initial or any increased commitments), (B) admit the Investor to an Alternative Investment Vehicle in accordance with the terms

of the AIV Agreement, (C) effect the addition, substitution or removal of any Person pursuant to the terms of an AIV Agreement or (D) effect an amendment, restatement, supplement or other modification to an AIV Agreement adopted or permitted in accordance with the terms of the Partnership Agreement or such AIV Agreement.

(b) To the fullest extent permitted by law, the power of attorney granted herein (i) shall be deemed to be coupled with an interest, shall be irrevocable and shall survive, and shall not be affected by, the subsequent bankruptcy, insolvency, liquidation, termination or dissolution of the Investor, (ii) shall survive the Transfer by the Investor of all or any portion of its Shares and any transferee or assignee of any Shares does hereby constitute and appoint the General Partner its attorney-in-fact in the same manner and with the same force and for the same purposes as the transferor or assignor, (iii) may be exercised by the General Partner on behalf of the Investor and each other Limited Partner by a facsimile or other electronic signature or by listing the Investor and the other Limited Partners executing any instrument with a single signature as attorney-in-fact for all of them and (iv) shall terminate upon the complete withdrawal of an assigning Limited Partner from participation in the Partnership. The Investor acknowledges and agrees that under the terms of the Partnership Agreement, each Limited Partner grants a further power of attorney to the General Partner as provided for therein.

5. Tax Information.

(a) If a U.S. Investor (as defined herein), (i) the Investor certifies under penalties of perjury that the Investor's name, taxpayer identification number, address and all other information provided in the Investor Questionnaire is correct, (ii) the Investor will complete and return, with this Subscription Agreement, Internal Revenue Service ("IRS") Form W-9, Request for Taxpayer Identification Number and Certification, (iii) the Investor is not a non-resident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Code), and (iv) the Investor will immediately notify the Partnership of a change to foreign status or other information provided in the Investor Questionnaire or other form and will provide the Partnership with all appropriate documentation as determined by the Partnership or the General Partner as necessary, desirable, appropriate or advisable to enable the Partnership to properly administer any U.S. or foreign withholding and other tax compliance obligations. U.S. Investors who fail to provide their correct Social Security or taxpayer identification numbers may be subject to U.S. withholding tax on a portion of their distributive shares of the Partnership's income. A "U.S. Investor" is (i) a citizen or resident of the United States, (ii) a U.S. partnership, (iii) a U.S. corporation, (iv) any estate (other than a non-United States estate, within the meaning of Section 7701(a)(31) of the Code), (v) any trust, if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust or (vi) any trust which has elected to be taxed as a trust described in clause (v).

(b) If the Investor is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate (a "Non-U.S. Investor"), (i) the Investor certifies under penalties of perjury that the Non-U.S. Investor's name, taxpayer identification number, if applicable, address and all other information provided in the Investor Questionnaire is correct, (ii) the Investor will complete and return, with this Subscription Agreement, IRS Form W-8BEN-E (or other applicable Form W-8 and all applicable attachments or addendums thereto), Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (or other IRS Form W-8, if applicable), and all other appropriate documentation as determined by the Partnership or the General Partner as necessary, desirable, appropriate or advisable to enable the Partnership to properly administer any U.S. or foreign withholding and other tax compliance obligations and (iii) the Investor will immediately notify the Partnership of a change to U.S. status or other information provided in the Investor Questionnaire or any form the Investor

is required to provide under Section 5 hereof. Non-U.S. Investors may be subject to U.S. withholding tax on a portion of their distributive shares of the Partnership's income.

(c) While the Investor holds Shares, the Investor agrees to provide promptly and update periodically, at any times requested by the General Partner, any information (or verification thereof) the General Partner deems necessary to comply with any requirement imposed by Sections 1471 - 1474 of the Code, and any U.S. Department of Treasury Regulations, forms, instructions or other guidance issued pursuant thereto. The information required to be provided by the preceding sentence may include, but shall not be limited to, (i) information the General Partner deems necessary to determine whether the Investor is a "specified United States person" as defined in Section 1473(3) of the Code, a "United States owned foreign entity" as defined in Section 1471(d)(3) of the Code, a "foreign financial institution" as defined in Section 1471(d)(4) of the Code or a "non-financial foreign entity" as defined in Section 1472(d) of the Code, (ii) if the Investor is a foreign financial institution, any certification, statement or other information the General Partner deems necessary to determine whether the Investor meets or is deemed to meet the requirements of Section 1471(b) of the Code (including entering into an agreement with the IRS pursuant to Section 1471(b) of the Code and complying with the terms thereof) or is otherwise exempt from withholding required under Section 1471 of the Code, and (iii) if the Investor is a non-financial foreign entity, any certification, statement or other information the General Partner deems necessary to determine whether the Investor meets the requirements of Section 1472(b) of the Code (which information may be given to the IRS pursuant to Section 1472(b)(3) of the Code) or is otherwise exempt from withholding required under Section 1472 of the Code. The Investor acknowledges that if it fails to supply such information on a timely basis, it may be subject to a 30% U.S. withholding tax imposed on payments of U.S.-sourced dividends, certain interest and certain other income.

(d) The Investor agrees to notify the General Partner promptly of any change that may cause any Tax Form to become untrue or misleading in any material respect.

6. Indemnity. The Investor understands that the information provided herein will be relied upon by the Partnership, the General Partner, the Manager, each Parallel Fund, each Parallel Fund Operator and their respective agents, advisors and representatives for the purpose of determining the eligibility of the Investor to purchase Shares. The Investor agrees that such information may be used as a defense in any action relating to the Partnership or any Parallel Fund or the offering of Shares, and that it is only on the basis of such information that the General Partner may be willing to accept the Investor's subscription for Shares. The Investor agrees to provide, if requested, any additional information the General Partner determines is or may reasonably be required to determine the eligibility of the Investor to purchase Shares. To the fullest extent permitted by law, the Investor agrees to indemnify and hold harmless the Partnership, each Parallel Fund, each Fund Investor, each Fund Operator, the Manager, each of their respective Affiliates and each of their respective officers, directors, employees, agents, advisors and representatives and members of the Advisory Committee (if any) from and against any losses, damages (including, without limitation, punitive, consequential, incidental, indirect or special damages (including, without limitation, lost profits and increased cost of financing)), liabilities, costs or expenses (including, without limitation, attorneys' and accountants' fees, whether incurred in an action between the parties hereto or otherwise) due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in this Subscription Agreement (including, without limitation, the Investor Questionnaire), the Tax Forms, in any other document provided by the Investor to the Partnership or the General Partner or in any agreement executed by the Investor with the Partnership or the General Partner in connection with the Investor's investment in Shares and any such amounts may be withheld from distributions otherwise to be made to the Investor (but shall not be deemed to be a Capital Contribution by such Investor or otherwise reduce such Investor's Unfunded Capital Commitment). The indemnity obligations of the Investor under this Section 6 shall survive the closing of the transactions contemplated hereby, shall be in addition to any liability that the Investor may otherwise have (including, without

limitation, under the Partnership Agreement) and shall be binding upon all successors, assigns, heirs, estates, executors, administrators and personal representatives of the Investor. Notwithstanding any provision of this Subscription Agreement (including, without limitation, the Investor Questionnaire attached hereto), the Investor does not waive any rights granted to it under the Partnership Agreement or applicable U.S. securities laws.

7. Representations and Warranties of the Partnership and the General Partner. The Partnership and the General Partner shall represent and warrant to the undersigned as of the Applicable Closing Date that, assuming the accuracy of the representations, warranties and agreements of the Investor in this Subscription Agreement and of Other Investors in the Other Subscriptions:

(a) The Partnership is a limited partnership duly formed and validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to own and operate its properties, to enter into this Subscription Agreement, to perform its obligations under this Subscription Agreement and to sell the Shares offered hereby.

(b) The General Partner has all requisite power and authority to act as general partner of the Partnership, to enter into this Subscription Agreement and to perform its obligations under this Subscription Agreement and the Partnership Agreement.

(c) The execution, delivery and performance of this Subscription Agreement have been authorized by all necessary action on behalf of the Partnership. The execution, delivery and performance by the General Partner of the Partnership Agreement have been authorized by all necessary action on behalf of the General Partner.

(d) The Partnership Agreement is a valid and legally binding agreement of the General Partner enforceable against the General Partner in accordance with its terms, subject to the effect of: (i) bankruptcy, insolvency, moratorium, receivership, reorganization, liquidation and other similar laws relating to or affecting the rights and remedies of creditors generally; (ii) principles of equity (regardless of whether considered and applied in a proceeding in equity or at law); (iii) the law of fraudulent transfer; (iv) public policy; (v) applicable law relating to fiduciary duties; and (vi) judicial imposition of an implied covenant of good faith and fair dealing.

(e) The execution, delivery and performance of this Subscription Agreement by the General Partner on behalf of the Partnership does not result in any violation of any term of the Partnership Agreement and does not conflict in any material respect with or constitute a default under the terms of any material agreement, contract, lease (whether as lessor or lessee) or commitment to which the Partnership is a party.

8. Distributions. Distributions to the Investor in respect of its Shares shall be made as specified in Section O of the Investor Questionnaire or as otherwise specified in writing by the Investor to the General Partner in compliance with any procedures established by the General Partner for doing so.

9. Notices; Consent to Electronic Delivery.

(a) Each notice, request, demand or other communication under this Subscription Agreement shall be in writing and shall be delivered (a) to the Partnership or the General Partner in person, by registered or certified mail or by courier, overnight or next-day express mail or (b) to the Investor in person, by registered or certified mail, by private courier or by electronic mail, or posted on a password protected website maintained by the Partnership or its Affiliates for which an Investor has received notice of such posting and access instructions, assuming such website is then generally available to Investors.

All notices to the Partnership shall be delivered to the General Partner at the General Partner's business address at c/o TA Realty LLC, One Federal Street, 17th Floor, Boston, Massachusetts 02110. The Partnership may designate a new address for notices by giving written notice to that effect to each of the Limited Partners. All notices to the Investor shall be delivered to the Investor at the Investor's last known address or e-mail address as set forth in the records of the Partnership or the General Partner. The Investor may designate a new address for notices by giving written notice to that effect to the General Partner. Any notice shall be deemed to have been duly given if personally delivered or sent by certified, registered or overnight mail or courier or by e-mail transmission, and shall be deemed received, unless earlier received, (i) if sent by certified or registered mail, return receipt requested, when actually received, (ii) if sent by overnight mail or courier, when actually received, (iii) if sent by e-mail, on the date of receipt, and (iv) if delivered by hand, on the date of receipt.

(b) The General Partner will deliver to the Investor annual audited financial statements, unaudited quarterly reports, letters to Investors, tax forms (including Schedule K-1s or Form 1099-DIVs), regulatory communications and other investor notices and information with respect to the Partnership. Delivery may be in hard copy or via electronic means (including electronic mail or posted on a password protected website). The Investor consents to the delivery by the General Partner of such documents, as well as supplements and revisions to the Memorandum, the Partnership Agreement and other materials related to the General Partner, the Manager or the Partnership by e-mail to the Investor's e-mail address as set forth in Part A of the Investor Questionnaire (or as otherwise notified to the General Partner by the Investor from time to time) or by posting on a password protected website to which the Investor has access. Should the Investor wish not to receive such documents or notices electronically, it may make such election by notifying the General Partner in writing.

10. Partnership Advisers. The attorneys, accountants and other experts and agents who perform services for the General Partner may also perform services for the Partnership, any Parallel Fund(s), any Parallel Fund Operator, the Manager and/or their respective Affiliates. It is contemplated that any such dual representation, if commenced, will continue. The General Partner may, without the consent of any Limited Partner, execute on behalf of the Partnership any consent to the representation of the Partnership that counsel may request pursuant to the rules of professional conduct in the applicable jurisdiction. The General Partner has retained Mayer Brown LLP ("Mayer Brown") in connection with the formation of the Partnership and may retain Mayer Brown as legal counsel in connection with the management and operation of the Partnership, including making, holding and disposing of investments. Mayer Brown will not represent the Investor or any other Limited Partner or prospective limited partner of the Partnership, unless the General Partner and such Limited Partner or prospective limited partner otherwise agree, in connection with the formation of the Partnership, the offering of the Shares, the management and operation of the Partnership or any dispute that may arise between any Limited Partner, on the one hand, and the General Partner, the Manager and/or the Partnership, on the other hand (the "Partnership Legal Matters"). The Investor will, if it wishes counsel on any Partnership Legal Matter, retain its own independent counsel with respect thereto and will pay all fees and expenses of such independent counsel. The Investor agrees that Mayer Brown may represent the General Partner, the Manager and/or the Partnership in connection with the formation of the Partnership and any and all other Partnership Legal Matters (including any dispute between the General Partner and the Investor or any other Fund Parties). The Investor acknowledges and agrees that (i) Mayer Brown's representation of the General Partner is limited to the specific matters with respect to which it has been retained and consulted by such Persons, (ii) there may exist other matters that could have a bearing on the Partnership, the Partnership's investments and portfolio companies, the General Partner and/or their respective Affiliates as to which Mayer Brown has been neither retained nor consulted, (iii) Mayer Brown does not undertake to monitor the compliance of the General Partner and its Affiliates with the investment program and other investment guidelines and procedures set forth in the Memorandum, the Partnership Agreement and any other presentation or materials presented or provided to the Investor by or on behalf of the General

Partner or other compliance matters, nor does Mayer Brown monitor compliance by the Partnership, the General Partner and/or their respective Affiliates with applicable laws, unless in each case Mayer Brown has been specifically retained to do so, (iv) Mayer Brown does not investigate or verify the accuracy and completeness of information set forth in the Offering Documents concerning the Partnership, the Parallel Fund(s), the General Partner, any Parallel Fund Operator or any of their respective Affiliates and personnel or investments or portfolio companies and (v) except for any opinions specifically set forth in a signed opinion letter issued by Mayer Brown, Mayer Brown is not providing any advice, opinion, representation, warranty or other assurance of any kind as to any matter to any Limited Partner.

11. Conflict of Interest; Waiver. The Investor acknowledges and agrees that the General Partner and its Affiliates will be subject to various conflicts of interest in carrying out the General Partner's responsibilities to the Partnership. Affiliates of the General Partner may also be in competition with the Partnership or its investments. The General Partner and its Affiliates also perform real estate investment services for other clients and funds similar to the services to be performed for the Partnership. The General Partner, the Manager and their Affiliates also invest in real estate for their own accounts. Such clients and funds may have investment objectives and policies comparable to those of the Partnership and may be in competition with the Partnership. Other such funds may be formed in the future with objectives that are the same as or similar to the Partnership's objectives. Each Investor hereby waives any such conflicts of the General Partner and its Affiliates by executing this Subscription Agreement.

12. For All Non-U.S. Investors Generally. It is the responsibility of any Persons wishing to subscribe for Shares to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdictions. Prospective investors should inform themselves as to the legal requirements and tax consequences within the countries of their citizenship, residence, domicile and place of business with respect to the acquisition, holding or disposal of these securities, and any foreign exchange restrictions that may be relevant thereto.

13. Reaffirmation. Upon any additional Capital Contribution from the Investor being accepted pursuant to the DRIP, the Investor shall automatically be deemed to have reaffirmed, restated and reacknowledged the agreements, acknowledgements, representations, warranties and other obligations set forth in this Subscription Agreement.

14. Miscellaneous. This Subscription Agreement may be amended and the observance of any provision hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written approval or consent of the Investor and the General Partner (acting on behalf of the Partnership). Any representation, warranty, covenant or agreement by the General Partner subsequent to the execution of this Subscription Agreement must be in writing signed by the General Partner in order to be reasonably relied on or enforced. This Subscription Agreement is not assignable by the Investor without the prior written consent of the General Partner. The representations and warranties made by the Investor in this Subscription Agreement (including, without limitation, the Investor Questionnaire and all other attachments hereto) shall survive the closing of the transactions contemplated hereby and any investigation made by the Partnership or the General Partner. The Investor Questionnaire (including, without limitation, the representations and warranties contained therein) is an integral part of this Subscription Agreement and shall be deemed incorporated by reference herein. This Subscription Agreement shall be construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws, and, to the maximum extent possible, in such manner as to comply with all the provisions of the Act. If it is determined by a court of competent jurisdiction that any provision of this Subscription Agreement is invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Subscription Agreement. No failure by any party hereto to insist upon the strict performance of any covenant, duty,

agreement or condition of this Subscription Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof. This Subscription Agreement (including, without limitation, all exhibits, annexes, schedules and attachments hereto), together with the Partnership Agreement (including, without limitation, all exhibits, annexes, schedules and attachments thereto) and any other written agreement executed by the parties hereto concurrently herewith, contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, understandings, proposals, representations and warranties with respect thereto; provided, that this Subscription Agreement shall not cancel or supersede any written agreement between the General Partner or the Partnership and a Limited Partner that specifically modifies this Subscription Agreement or the Partnership Agreement. This Subscription Agreement and the rights, powers and duties set forth herein shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, successors and permitted assigns of the parties hereto. The headings of the sections of this Subscription Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof. This Subscription Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of such counterparts together shall constitute one and the same agreement. For purposes of this Subscription Agreement, a photographic, photostatic, facsimile, digital, electronic or similar reproduction and transmission by (or on behalf of) a Person of the signature of that Person on a signature page of this Subscription Agreement or other document or writing, as applicable, will have the same effect as that Person signing and delivering that signature page in person to the applicable (or other appropriate) recipient thereof. For the avoidance of doubt, affirmation or signature of this Subscription Agreement by electronic means (an “Electronic Signature”) shall constitute the execution and delivery of a counterpart of this Subscription Agreement. The parties hereto agree that this Subscription Agreement and any additional information incidental thereto may be maintained as electronic records. Any person providing an Electronic Signature further agrees to take any and all additional actions, if any, evidencing his, her or its intent to be bound by the terms of this Subscription Agreement as may be reasonably requested by the General Partner. Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The term “including”, as used herein, shall mean “including without limitation.”

15. Jurisdiction; Venue; Jury Trial. To the fullest extent permitted by applicable law, any action or proceeding between the parties relating in any way to this Subscription Agreement, the Partnership Agreement or the Memorandum shall be brought and enforced in the State Court located in Suffolk County, Massachusetts or the United States District Court for the District of Massachusetts, and the parties irrevocably submit to the jurisdiction of these courts in respect of any such action or proceeding. The parties irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue of any such action or proceeding in the State Court located in Suffolk County, Massachusetts or the United States District Court for the District of Massachusetts and any claim that any such action or proceeding brought in any such court has been brought in any inconvenient forum. To the extent the State Court located in Suffolk County, Massachusetts or the United States District Court for the District of Massachusetts rules that it does not have jurisdiction over the dispute or the parties, the parties agree that any controversy or claim arising out of or relating to this Subscription Agreement, the Partnership Agreement or the Memorandum shall then be submitted to arbitration before a single arbitrator in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution (part of the American Arbitration Association). The arbitration shall be conducted in Boston, Massachusetts in the English language. The arbitrator’s award shall be accompanied by a reasoned opinion. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this Agreement. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties, but the arbitrator shall not award attorneys’ fees. EACH PARTY IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE IN CONNECTION WITH OR RELATING

TO THIS SUBSCRIPTION AGREEMENT, THE PARTNERSHIP AGREEMENT, THE MEMORANDUM OR ANY MATTERS DESCRIBED OR CONTEMPLATED HEREIN OR THEREIN, AND AGREES TO TAKE ANY AND ALL ACTION NECESSARY OR APPROPRIATE TO EFFECT SUCH WAIVER.

IN WITNESS WHEREOF, the Investor has executed this Subscription Agreement on the date set forth below.

Investor's Capital Commitment: US\$ _____

Date: _____

FOR ENTITIES:

(Print or Type Name of Investor)

By: _____
(Signature)

Name: _____
(Print or Type Name of Signatory)

Title: _____
(Print or Type Title of Signatory)

FOR INDIVIDUALS:

(Print or Type Name of Investor)

(Signature)

If Investor is investing the assets of an IRA, please have the qualified IRA custodian or trustee provide the following information and sign below.

The undersigned being the qualified IRA custodian or trustee of the above named IRA, hereby accepts and agrees to this subscription.

(Signature of Authorized Signatory)

Dated: _____

(Name of Authorized Signatory)

Name and Address of Custodian/Trustee and Contact Individual:

Account or other Reference Number: _____

Custodian's Tax I.D. Number: _____

ACCEPTANCE OF SUBSCRIPTION

(to be filled out only by the General Partner)

The General Partner hereby accepts the above application for subscription for Shares on behalf of the Partnership and the Investor is admitted to the Partnership as a Limited Partner as of the date set forth below.

Capital Commitment Amount
Accepted: \$ _____

TAR CPF GP, LLC, a Delaware limited liability
company

Date: _____

By: _____
Name:
Title:

INVESTOR QUESTIONNAIRE

The Investor understands that the information provided below will be relied upon by the Partnership, the General Partner, the Manager, any Parallel Fund and any Parallel Fund Operator for the purpose of determining the eligibility of the Investor to purchase and own Shares and its ability to comply with all applicable laws and regulations. The Investor agrees to provide, if requested, any additional information that may reasonably be required to substantiate the Investor's status as a qualified purchaser or knowledgeable employee or as an accredited investor or to otherwise determine the eligibility of the Investor to purchase Shares and the ability of the Partnership and any Parallel Fund to comply with all applicable laws and regulations.

A. General Information

Full Legal Name of Investor

Tax Identification Number⁶

Type of Investor—Please check one:

- ☐ Individual that is a United States person (including their trust)
- ☐ Individual that is not a United States person (including their trust)
- ☐ Broker-dealer
- ☐ Insurance company
- ☐ Investment company registered with the U.S. Securities and Exchange Commission
- ☐ Private fund
- Is the Investor a fund of funds? ☐ Yes ☐ No
- ☐ Non-profit
- ☐ Pension plan (excluding governmental pension plan)
- ☐ Banking or thrift institution (proprietary)

⁶ For a U.S. legal entity, this will typically be an Employer Identification Number ("EIN") and legal registration document. Alternatively, a Tax Identification Number ("TIN"), used in many jurisdictions, is sufficient. For a non-U.S. legal entity that does not have an identification number, an alternative government issued document certifying the existence of the business must be obtained or validated via a government sponsored source or other reliable source. For an entity that has applied for and has not received an EIN, or for non-U.S. businesses which have been incorporated/formally established but have not yet been issued with an identification number or equivalent, an account may be opened after it has been confirmed that the application has been filed before the Investor opens the account and obtains the identification number within a reasonable period of time after the account is opened. For a U.S. person, the identification number is a Social Security Number. For a non-U.S. person, the identification number should be: a TIN, a passport number and country of issuance, an Alien Identification Card Number and country of issuance or any other non-expired government-issued document evidencing nationality or residence, bearing a photograph, and including jurisdiction of issuance.

- ☐ State or municipal government entity (excluding governmental pension plan)
- ☐ State or municipal governmental pension plan
- ☐ Sovereign wealth fund or foreign official institution
- ☐ Investor that is not a United States person and about which the beneficial ownership information requested in this Investor Questionnaire is not known and cannot reasonably be obtained because the beneficial interest is held through a chain involving one or more third-party intermediaries
- ☐ Other (check additional box below)
- ☐ Partnership that is not more specifically covered above
- ☐ Corporation that is not more specifically covered above
- ☐ Limited liability company that is not more specifically covered above
- ☐ Endowment that is not more specifically covered above
- ☐ Trust that is not more specifically covered above
- ☐ Foundation that is not more specifically covered above
- ☐ Keogh Plan
- ☐ Other – Specify: _____

Full Mailing Address (Exactly as it should appear on labels):

Name of Primary Contact: _____

Firm (if applicable): _____

Address: _____

City, State and Zip Code: _____

Country: _____

() - () -
Telephone Number Fax Number

E-Mail Address

Note that all communications will be sent electronically unless otherwise requested of the General Partner in writing by the Investor. Schedule K-1s and Form 1099-DIVs will be sent only to the Primary Contact unless specified below.

Principal Place of Business or Residential Address (No P.O. Boxes Please):

Name of Contact: _____

Firm (if applicable): _____

Address: _____

City, State and Zip Code: _____

Country: _____

() - Telephone Number () - Fax Number

E-Mail Address

Send all communications to (check one): ☐ Mailing Address ☐ Principal Place of Business Address

You may also list other addressees to whom copies of communications may be sent:

Name of Additional Contact: _____

Firm (if applicable): _____

Address: _____

City, State and Zip Code: _____

Country: _____

() - Telephone Number () - Fax Number

E-Mail Address

Relationship to Investor: _____

☐ Additional contact to receive copies of Schedule K-1s and Form 1099-DIVs.

Name of Additional Contact: _____

Firm (if applicable): _____

Address: _____

City, State and Zip Code: _____

Country: _____

() - () -
Telephone Number Fax Number

E-Mail Address

Relationship to Investor:_____

☐ Additional contact to receive copies of Schedule K-1s and Form 1099-DIVs.

If you wish copies of communications to be sent to more than two other recipients, please attach the information on a separate sheet (or photocopy this page and supply the information in the spaces provided) to be submitted together with this Subscription Agreement. Please use this section to designate all other recipients of account or share data including, but not limited, to: custodians, administrators, legal counsel, consultants and accounting and tax professionals.

B. Background Documentation

To comply with applicable anti-money laundering/OFAC rules and regulations, the Investor makes or is required to provide the following information:

(1) Payment Information

(a) Name of the bank from which the Investor's contributions to the Partnership will be wired (the "Wiring Bank"): _____

(b) Is the Wiring Bank located in the United States or another FATF Country?⁷

Yes ☐ No ☐

If "Yes," please answer Section B(1)(c) below. If "No," please provide the information described in Section B(2) below.

(c) Is the Investor a customer of the Wiring Bank?

Yes ☐ No ☐

If "Yes," you may skip Section B(2) below. If "No," please provide the information described in Section B(2) below.

(2) Additional Information

If the Investor responded "No" to Section B(1)(b) or Section B(1)(c) above, then the following materials must be provided to the General Partner:

- ☐ A certificate of due formation and organization and continued authorization to conduct business in the jurisdiction of its organization (e.g., certificate of good standing).
- ☐ An incumbency certificate attesting to the title of the individual executing the Subscription Agreement on behalf of the Investor.
- ☐ A completed copy of Exhibit A certifying that the entity has adequate anti-money laundering policies and procedures in place that is consistent with the USA PATRIOT Act, OFAC and other relevant federal, state or non-U.S. anti-money laundering laws and regulations.
- ☐ A letter of reference from a local office of a reputable bank or brokerage firm that is incorporated, or has its principal place of business located, in the U.S. or other FATF Country certifying that the Investor (i.e., the fund of funds or the entity investing on behalf of third parties) maintains an account at such bank/brokerage firm for a length of time and containing a statement affirming the Investor's integrity.

⁷ An FATF Country is a country that is a member of the Financial Action Task Force. The list of FATF Countries may be found at: <https://www.fatf-gafi.org/en/countries/fatf.html>.

- ☐ If the Investor is a privately-held entity, a completed copy of Exhibit B listing the name of each Person who directly, or indirectly through intermediaries, is the beneficial owner of 25% or more of any voting or non-voting class of equity interests of the Investor.
- ☐ If the Investor is a trust, a completed copy of Exhibit C listing the current beneficiaries of the trust that have, directly or indirectly, 25% or more of the share capital, profit or voting or non-voting any interest in the trust, the settlor of the trust and the trustees.

C. Supplemental Data

FOR INDIVIDUALS:

- (1) Are you investing the assets of a retirement plan account, employee benefit plan or other similar arrangement, such as an IRA or “Keogh” plan?

Yes ☐ No ☐

- (2) The Investor is a citizen of the following country: _____

- (3) The Investor’s date of birth: _____

- (4) The address of the Investor’s primary residence: _____

- (5) The Investor is domiciled in _____ (specify state or non-U.S. jurisdiction, including the applicable city, province or other subdivision thereof).

- (6) Check below the types of investments made by you during the past 5 years for your own account, or for the account of your spouse, for any relative who has the same principal residence, or any trust, estate, corporation or organization in which you, your spouse or such relative own a majority of the beneficial or equity interests.

- ☐ U.S. government and federal agency securities
- ☐ State and local government securities
- ☐ Corporate stocks or options on corporate stocks
- ☐ Corporate bonds, debentures and notes
- ☐ Interests in mutual funds (including money market funds), unit investment trusts and closed-end investment companies
- ☐ Interests in real estate (land, buildings, cooperative apartments, condominium units)
- ☐ Interests in REITs or other real estate investment entities
- ☐ Interests in limited partnerships or LLCs
- ☐ Commodities, commodity futures contracts and/or commodity options
- ☐ Annuities
- ☐ Other investments (describe below)

- (7) Do you make your own investment decisions?

Yes ☐ No ☐

If "No," who does? _____

- (8) Do you have prior experience in investing in private placements of restricted securities involving the payment of performance based compensation?

Yes ☐ No ☐

- (9) Is the aggregate investment in Shares over 10% of the Investor's net worth (exclusive of home, home furnishings and automobiles)?

Yes ☐ No ☐

If "Yes," what is the approximate percentage? _____

- (10) Are you subject to any civil, criminal or other constraint or are you aware of any impediment or other reasons which may preclude or limit your participation in any Partnership investment?

Yes ☐ No ☐

FOR INDIVIDUALS AND ENTITIES:

- (11) Was the Investor referred to the Partnership by a placement agent?

Yes ☐ No ☐

If the Investor answered "Yes" to the above question, please provide name of placement agent: _____

- (12) Please choose one of the descriptions below that best describes the Investor:

- ☐ Corporate Pension
- ☐ Endowment
- ☐ Foundation
- ☐ Public Pension
- ☐ Taft-Hartley Plan
- ☐ Trust/Family/Individual
- ☐ None of the Above

FOR ENTITIES:

If the Investor is not a natural person, please furnish the following supplemental data (natural persons may skip this Section of the Investor Questionnaire):

(13) Why was the entity formed and what is its purpose: _____

(14) Formation date of the Investor: _____

(15) Jurisdiction of organization of the Investor: _____

(16) Is the Investor's principal place of business located in the state of its formation?

Yes ☐ No ☐

If the Investor Answered "No", please identify the state in which the Investor's principal place of business is located: _____

(17) Name of Registered Agent of the Investor (if applicable): _____

(18) Registered Address of the Investor (if applicable): _____

(19) (a) Is the Investor listed on a regulated market a wholly-owned subsidiary of a company that is listed on a regulated market?

Yes ☐ No ☐

(b) If the Investor answered "Yes" to Section C(19)(a),

(i) list the name of the stock exchange: _____

(ii) list the ticker symbol or listing ID: _____

(iii) list the name of the Investor's parent entity (if applicable): _____

(20) (a) Is the Investor a governmental entity or wholly owned by a governmental entity?

Yes ☐ No ☐

(b) If the Investor answered "Yes" to Section C(20)(a),

(i) list the name of such governmental entity: _____

(ii) list the nature of such governmental entity: _____

- (21) (a) Is the Investor a collective investment scheme or a subsidiary of a collective investment scheme?

Yes ☐ No ☐

- (b) If the Investor answered “Yes” to Section C(21)(a),

(i) list the name and address of scheme promoter⁸ (if applicable): _____

(ii) list the name and address of scheme administrator⁹: _____

(iii) if the Investor is a subsidiary of a collective investment scheme, name of scheme: _____

⁸ A Scheme Promoter is the individual or entity that helps raise capital for investment activity.

⁹ A Scheme Administrator is the entity that performs the administrative tasks of the scheme. Administrative tasks could include: maintaining an investor record/log; regulatory reporting; custody of assets; maintenance of general ledger accounts; other administrative tasks.

D. ERISA Matters

(1) Is the Investor a “Benefit Plan Investor”?

For purposes of the foregoing, a “Benefit Plan Investor” means:

- (i) an employee benefit plan that is subject to Title I of ERISA (including, without limitation, U.S. pension and profit-sharing plans);
- (ii) a plan that is subject to Section 4975 of the Code (including, without limitation, IRAs and Keogh plans); or
- (iii) an entity or account (including, without limitation, insurance company general accounts) deemed to hold the assets of one or more such employee benefit plans or plans.

Yes ☐ No ☐

The term “Benefit Plan Investor” does not include:

- governmental plans;
- non-U.S. plans; or
- church plans that have not elected to be subject to ERISA

(2) If the Investor answered “Yes” to Question D(1) above because of clause (iii), what is the maximum percentage of the assets held by the Investor that may at any time constitute plan assets of one or more Benefit Plan Investors? _____%

(3) Is the Investor a person who has discretionary authority or control with respect to the assets of the Partnership or provides investment advice for a fee (direct or indirect) with respect to such assets, or any “affiliate” of such a person (as defined below)?

Yes ☐ No ☐

For purposes of the foregoing, an “affiliate” of a person includes any person, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such person. “Control,” with respect to a person other than an individual, means the power to exercise a controlling influence over the management or policies of such person.

E. U.S. Investment Company Act Matters

- (1) Was the Investor organized, formed, reorganized, reformed, capitalized, recapitalized or operated for the specific purpose of acquiring Shares?

Yes ☐ No ☐

- (2) (a) Is the Investor an investment company registered or required to be registered under the U.S. Investment Company Act?

Yes ☐ No ☐

- (b) If the Investor answered “No” to Section E(2)(a), is the Investor a company that would be an investment company but for the exceptions in Section 3(c)(1) or Section 3(c)(7) under the U.S. Investment Company Act?

Yes ☐ No ☐

- (c) If the Investor answered “Yes” to Section E(2)(b), was the Investor formed prior to April 30, 1996?

Yes ☐ No ☐

- (d) If the Investor answered “Yes” to both Section E(2)(b) and Section E(2)(c), has the Investor obtained the consent of each of its direct and indirect beneficial owners to be treated as a “qualified purchaser” as provided in Section 2(a)(51)(C) of the U.S. Investment Company Act and the rules and regulations thereunder?

Yes ☐ No ☐

- (3) (a) (i) Are shareholders, partners or other holders of equity or beneficial interests or retirement plan participants in the Investor able to decide individually whether to participate, or the extent of their participation, in the Investor’s investment in the Partnership?

Yes ☐ No ☐

(ii) Does or will the Investor consult with individual shareholders, partners or other holders of equity or beneficial interests or retirement plan participants about their investments in the Partnership and vary the beneficial ownership of such Persons accordingly?

Yes ☐ No ☐

(iii) Can shareholders, partners or other holders of equity or beneficial interests or retirement plan participants in the Investor determine whether their capital will form part of the capital invested by the Investor in the Partnership?

Yes ☐ No ☐

(iv) Did or will any shareholders, partners or other holders or owners of equity or other beneficial interest in the Investor contribute additional capital (other than previously

committed capital) for the purpose of purchasing or otherwise facilitating the Investor's acquisition of the Shares?

Yes ☐ No ☐

(v) Is the Investor, or will the Investor be, managed or operated as a device for facilitating individual investment decisions of its beneficial owners?

Yes ☐ No ☐

(b) (i) Do the governing documents of the Investor require that each beneficial owner of the Investor, including shareholders, partners and beneficiaries, participate through his, her or its interest in the Investor in all of the Investor's investments and that profits and losses from each such investment are shared among such beneficial owners in the same proportions as all other investments of the Investor?

Yes ☐ No ☐

(ii) Do the governing documents of the Investor require that no such beneficial owner may vary his, her or its share of the profits and losses or amount of his, her or its contribution for any investment made by the Investor?

Yes ☐ No ☐

(c) If the Investor answered "Yes" to any of Section E(3)(a)(i)-(v) or "No" to either of Section E(3)(b)(i) or (ii), please state the number of the Investor's beneficial owners: _____

(4) Is the Investor (i) an "employee benefit plan" within the meaning of Section 3(3) of ERISA that maintains an individual account for the benefit of each plan participant and makes investments based on individual participant elections (a "DC Plan"),¹⁰ (ii) a trust maintained for the benefit of one or more DC Plans or (iii) an investment fund, collective investment trust, insurance company separate account or other investment vehicle that accepts contributions from DC Plans based on individual participant elections? ***If the Investor checks "Yes," the General Partner may request additional information from the Investor.***

Yes ☐ No ☐

(5) Does the amount of the Investor's subscription for Shares exceed 40% of either the Value¹¹ of the total assets of the Investor or (b) the committed capital of the Investor?

¹⁰ DC Plans include, but are not limited to, 401(k) plans and 403(b) plans.

¹¹ "Value" means the following: (i) with respect to Securities (defined below) that have readily available market quotations, the market value (i.e., closing sales price or, if not traded on that day, the mean of the bid and asked prices as of the close); and (ii) with respect to other Securities and assets, fair value, as determined in good faith by the Investor's board of directors or similar governing body. In the past, where an Investor's board of directors or similar governing body has not made a formal determination of value, the SEC has in some cases looked to book value for the valuation of assets and Securities. As used herein, "Securities" shall mean any note, stock, treasury stock, "security future" as that term is defined in the Investment Company Act, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, preorganization certificate or subscription, transferable share, investment contract, voting-trust certificate, certificate

Yes ☐ No ☐

of deposit for a Security, fractional undivided interest in oil, gas, or other mineral rights, any put, call, straddle, option, or privilege on any Security (including a certificate of deposit) or on any group or index of Securities (including any interest therein or based on the Value thereof), or any put, call, straddle, option, or privilege entered into on a national securities exchange relating to foreign currency, or, in general, any interest or instrument commonly known as a “security,” or any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.

F. FOIA Matters

- (1) (a) Is the Investor subject to the U.S. Freedom of Information Act, 5 U.S.C. § 552, (“FOIA”), any state public records access law, a law of any state or other jurisdiction similar in intent or effect to FOIA or any other similar statutory or legal right or obligation that might result in the disclosure of confidential information relating to the Partnership?

Yes ☐ No ☐

- (b) If Section F(1)(a) was answered “Yes,” please indicate the relevant law(s) to which the Investor is subject and provide any additional explanatory information in the space below:

G. Tax Matters

- (1) Is the Investor a disregarded entity?

Yes ☐ No ☐

If the answer to 1 above is “Yes,” please specify the owner of the Investor for tax purposes and such owner’s tax identification number, and complete the remainder of Section G below with respect to the tax owner of the Investor.

Legal name of tax owner of Investor: _____

Tax identification number of tax owner of Investor: _____

- (2) Is the Investor a grantor trust?

Yes ☐ No ☐

If the answer to 2 above is “Yes,” please specify the owner of the Investor for tax purposes and such owner’s tax identification number, and complete the remainder of Section G below with respect to the tax owner of the Investor.

Legal name of tax owner of Investor: _____

Tax identification number of tax owner of Investor: _____

- (3) For U.S. tax planning purposes, the following information is requested. Please check all categories applicable to the Investor for U.S. tax purposes.

- | | |
|--|--|
| <input type="checkbox"/> (1) U.S. citizen | <input type="checkbox"/> (11) Entity taxed as a corporation for U.S. federal income tax purposes |
| <input type="checkbox"/> (2) U.S. resident | <input type="checkbox"/> (12) Entity taxed as a partnership for U.S. federal income tax purposes |
| <input type="checkbox"/> (3) Qualified pension, profit sharing or stock bonus plan, as defined in Section 401(a) of the Code | <input type="checkbox"/> (13) Entity taxed as an estate or trust under Subchapter J of the Code |
| <input type="checkbox"/> (4) Trust formed to pay supplemental unemployment compensation, as defined in Section 501(c)(17) of the Code. | <input type="checkbox"/> (14) Voluntary employees’ beneficiary association within the meaning of Section 501(c)(9) of the Code |
| <input type="checkbox"/> (5) Private foundation, as defined in Section 509(a) of the Code | <input type="checkbox"/> (15) A governmental entity exempt from tax under Section 115 of the Code |

- | | | | |
|-------------------------------|---|-------------------------------|--|
| <input type="checkbox"/> (6) | Charitable trust described in Section 642(a) of the Code | <input type="checkbox"/> (16) | A foreign financial institution within the meaning of Section 1471(d)(4) of the Code |
| <input type="checkbox"/> (7) | Organization described in Section 501(c)(3) of the Code | <input type="checkbox"/> (17) | An eligible deferred compensation plan under Section 457(b) of the Code |
| <input type="checkbox"/> (8) | Individual but not a U.S. citizen or U.S. resident | <input type="checkbox"/> (18) | An individual retirement account that is exempt from taxation under Section 408(e) of the Code |
| <input type="checkbox"/> (9) | Governmental plan described in Section 414(d) of the Code | <input type="checkbox"/> (19) | The government of the U.S., the government of any state or political subdivision thereof, any agency or instrumentality of any of the foregoing, or any other exempt organization described in Section 818(a)(6)(B) of the Code, but only to the extent such entity is investing in the Partnership in order to satisfy its obligation under a governmental plan or an eligible deferred compensation plan |
| <input type="checkbox"/> (10) | Portion of a trust permanently set aside or to be used exclusively for the purposes described in Section 642(c) of the Code or corresponding provision of a prior tax law | <input type="checkbox"/> (20) | A foreign government within the meaning of Section 892 of the Code |
| | | <input type="checkbox"/> (21) | None of the above. Please explain |
| | | | _____ |
| | | | _____ |
| | | | _____ |

(4) Please provide the following information regarding state tax status.

(a) Investor's state tax residency or domicile: _____

(b) For trusts: The Investor's state tax residency includes the following states (please consult your tax advisor as state income tax residency for trusts varies by state and may be based on several factors):

(5) Foreign status. Please check the applicable box:

☐ The Investor is a U.S. corporation, company, partnership, trust or person.

☐ The Investor is a non-U.S. corporation, company, partnership, trust or person.

- (6) Is the Investor a tax-exempt organization described in Section 501(a) of the Code, or exempt from U.S. federal income tax pursuant to Section 115 of the Code?

Yes ☐ No ☐

If the Investor answered “Yes” to the above question, please indicate the basis for the exemption:

- (7) Is the Investor an organization described in Section 401(a), 501(c)(17), or Section 509(a) of the Code?

Yes ☐ No ☐

- (8) Is the Investor (A) subject to U.S. federal income tax on any unrelated business taxable income (“UBTI”) or (B) investing assets of a pension plan, IRA or other tax-exempt entity that is subject to federal income tax on any UBTI?

Yes ☐ No ☐

The Investor acknowledges that it has reviewed the discussion on UBTI in the tax discussion in the Memorandum.

- (9) (a) Is the Investor a grantor trust, a partnership or an S-Corporation for U.S. federal income tax purposes?

Yes ☐ No ☐

- (b) If the Investor answered “Yes” to Section G(9)(a), please indicate whether or not:

- (i) more than 50% of the value of the ownership interest of any beneficial owner in the Investor is (or may at any time during the term of the Partnership be) attributable to the Investor’s (direct or indirect) interest in the Partnership; or

Yes ☐ No ☐

- (ii) it is a principal purpose of the Investor’s participation in the Partnership to permit the Partnership to satisfy the 100 partner limitation contained in U.S. Treasury Regulation Section 1.7704-1(h)(3).

Yes ☐ No ☐

- (10) On what date does the Investor’s tax year end? _____
(Date)

- (11) Please answer the following questions:

(a) Is the Investor:

☐ An individual

☐ A U.S. corporation with a class of stock which is regularly traded on an established securities market within the meaning of Treasury Regulations Sections 1.897-1(m) and 1.897-9T(d), other than a regulated investment company (a “RIC”) or a real estate investment trust (a “REIT”)

☐ An organization that is exempt from taxation by reason of Section 501(a) of the Code

☐ The United States, a U.S. State, any territory of the United States, a political subdivision of any U.S. State or any territory of the United States, any Indian tribal government as defined in Section 7701(a)(40) of the Code or its subdivision (determined in accordance with Section 7871(d) of the Code)

☐ A non-U.S. entity that is classified as a corporation for U.S. federal income tax purposes

☐ A foreign government pursuant to Section 892(a)(3) of the Code

☐ A partnership (domestic or foreign) any class of interest of which is regularly traded on an established securities market within the meaning of Treasury Regulations Section 1.897-1(m) and 1.897-9T(d)

☐ A RIC that is not a “qualified investment entity” as defined in Section 897(h)(4)(A) of the Code and any class of stock of which is either regularly traded on an established securities market within the meaning of Treasury Regulations Sections 1.897-1(m) and 1.897-9T(d), or common stock that is continuously offered pursuant to a public offering (within the meaning of Section 4 of the Securities Act of 1933, as amended) and held by or for no fewer than 500 persons

☐ An estate (domestic or foreign)

☐ An international organization as defined in Section 7701(a)(18) of the Code

☐ A qualified foreign pension fund within the meaning of Treasury Regulations Section 1.897(l)-1(c) or a qualified controlled entity within the meaning of Treasury Regulations Section 1.897(l)-1(e)(9)

☐ None of the above.

(b) If the answer to Section G(11)(a) above was “None of the above,” please answer the following questions:

(i) Is the Investor a REIT or a RIC that is a “qualified investment entity” as defined in Section 897(h)(4)(A) of the Code, in either case with a class of stock which is regularly traded on an established securities market within the meaning of Treasury Regulations Sections 1.897-1(m) and 1.897-9T(d)?

Yes ☐ No ☐

If the Investor answered “Yes” to the above question, is the Investor “domestically controlled” within the meaning of Section 897(h)(4)(B) of the Code and Treasury Regulations Section 1.897-1(c)(3)?

Yes ☐ No ☐

- (ii) Is the Investor a U.S. corporation (other than a RIC, a REIT or an S corporation) that does not have any class of stock which is regularly traded on an established securities market within the meaning of Treasury Regulations Sections 1.897-1(m) and 1.897-9T(d)?

Yes ☐ No ☐

- (iii) What percentage of the Investor is owned by “foreign persons” for purposes of Section 897(h)(4)(B) of the Code and Treasury Regulations Section 1.897-1(c)(3)? _____%

- (12) Is the Investor, or any direct or indirect owner of Investor, a “Controlled Foreign Corporation” for purposes of U.S. federal income tax?

Yes ☐ No ☐

- (13) Is the Investor a “bank” within the meaning of Section 881(c)(3)(A) of the Code?

Yes ☐ No ☐

- (14) Is the Investor a “qualified foreign pension fund” or any entity all of the interests of which are held by a “qualified foreign pension fund” within the meaning of Section 897(l) of the Code?

Yes ☐ No ☐

If Investor responds “yes” to question 14, please include a signed copy of Exhibit F – Qualified Foreign Pension Fund Certification.

- (15) Is the investor a “qualified shareholder” within the meaning of Section 897(k) of the Code?

Yes ☐ No ☐

H. Related Parties

- (1) To the best of the Investor's knowledge, does the Investor control, or is the Investor controlled by or under common control with, any other investor in the Partnership or any Parallel Fund?

Yes ☐ No ☐

If Section H(1) was answered "Yes," please provide the name of that investor: _____

- (2) Will any other Person or Persons have a beneficial interest in the Shares to be acquired hereunder (other than as a shareholder, partner, policy owner or other beneficial owner of equity interests in the Investor)? (By way of example, and not limitation, "nominee" Investors would be required to check "Yes" below.)

Yes ☐ No ☐

I. Miscellaneous Matters

- (1) (a) Is the Investor a governmental entity or any political subdivision thereof, whether state or local, or any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government?

Yes ☐ No ☐

- (b) If the Investor answered “Yes” to Section I(1)(a), is the Investor entitled to any sovereign or other immunity in respect of itself, its property, or any litigation in any jurisdiction, court, or other venue?

Yes ☐ No ☐

- (2) Is the Investor a “Feeder Fund Investor” as such term is defined in the Partnership Agreement (which election must be confirmed by the General Partner’s acceptance of this Subscription Agreement)?

Yes ☐ No ☐

- (3) (a) Please indicate whether the Investor is a single legal entity or “legal person” with “legal personality” in its jurisdiction of organization.

Yes ☐ No ☐

- (b) If the Investor answered “No” to Section I(3)(a), please list the names of all beneficial owners of the Investor until each such beneficial owner is a single legal entity or “legal person” with “legal personality” in its jurisdiction of organization.

J. FINRA Institutional Suitability

(1) The Investor hereby represents and warrants that it is (check one of a, b, c or d):

- ☐ (a) a bank, savings and loan association, insurance company or registered investment company;
- ☐ (b) an investment adviser registered either with the US Securities and Exchange Commission under Section 203 of the U.S. Advisers Act or with a state securities commission (or any agency or office performing like functions);
- ☐ (c) any other person (whether a natural person, corporation, partnership, trust or otherwise) with total assets of at least \$50,000,000 as of the date hereof (whether such assets are invested for such person's own account or under management for the account of others); or
- ☐ (d) none of the above.

(2) The Investor hereby represents and warrants that (1) it is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities, including an investment in the Fund; and (2) it will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons.

Yes ☐ No ☐

K. Accredited Investor Status

- (1) The Investor represents and warrants that the Investor is an “accredited investor” within the meaning of Rule 501 of Regulation D under the U.S. Securities Act, as amended by section 412 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, and has checked the box or boxes below next to the category or categories under which the Investor qualifies as an accredited investor.

FOR INDIVIDUALS:

- ☐ (a) A natural person with individual net worth (or joint net worth with that person’s spouse or cohabitant occupying a relationship generally equivalent to that of a spouse) in excess of \$1 million.¹²
- ☐ (b) A natural person with (i) individual income (without including any income of the Investor’s spouse or cohabitant occupying a relationship generally equivalent to that of a spouse) in excess of \$200,000 or (ii) joint income with that person’s spouse or cohabitant occupying a relationship generally equivalent to that of a spouse in excess of \$300,000, in either case in each of the two most recent years and who reasonably expects to reach the same income level in the current year.
- ☐ (c) A natural person holding, in good standing, one or more professional certifications, designations or credentials from an accredited educational institution that has been designated by an order of the U.S. Securities and Exchange Commission as qualifying an individual for accredited investor status.¹³ Please list each such professional certification, designation or other credential held by the Investor:

NOTE: The General Partner, in its sole discretion, may request information regarding the professional certification, designation or credential based upon which the Investor is accredited.

FOR INDIVIDUALS AND ENTITIES:

- ☐ (d) A director, executive officer (as defined in Regulation D under the U.S. Securities Act), or general partner of the Partnership (as defined in Regulation D under the U.S. Securities Act), or any director, executive officer or general partner of a general partner of the Partnership.

¹² For purposes of calculating net worth of a natural person under this Section K and Section M: (i) the person’s primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person’s primary residence (up to the estimated fair market value of the primary residence at the time of subscription) shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of subscription exceeds the amount outstanding sixty (60) days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person’s primary residence in excess of the estimated fair market value of the primary residence at the time of subscription should be included as a liability.

¹³ As of the date of this Investor Questionnaire, this includes individuals holding the following certifications or designations administered by the Financial Industry Regulatory Authority, Inc. (FINRA): the Licensed General Securities Representative (Series 7), Licensed Investment Adviser Representative (Series 65), and Licensed Private Securities Offerings Representative (Series 82). To the extent the Securities and Exchange Commission by order subsequently designates additional certifications, designations, or credentials, please contact the General Partner if you believe you may qualify on such basis to confirm eligibility.

FOR ENTITIES:

- ☐ (e) A bank as defined in Section 3(a)(2) of the U.S. Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity.
- ☐ (f) An insurance company as defined in Section 2(a)(13) of the U.S. Securities Act.
- ☐ (g) A broker or dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934, as amended.
- ☐ (h) An investment adviser registered under the U.S. Advisers Act or pursuant to the laws of any state or relying upon an exemption from registration provided under section 203(l) or (m) of the U.S. Advisers Act (i.e., an “exempt reporting adviser”).
- ☐ (i) An investment company registered under the U.S. Investment Company Act.
- ☐ (j) A business development company as defined in Section 2(a)(48) of the U.S. Investment Company Act.
- ☐ (k) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, or a Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act.
- ☐ (l) A private business development company as defined in Section 202(a)(22) of the U.S. Advisers Act.
- ☐ (m) An organization described in Section 501(c)(3) of the Code, a corporation, Massachusetts or similar business trust, partnership, or limited liability company not formed, reformed, capitalized, recapitalized or operated for the specific purpose of acquiring Shares, with total assets in excess of \$5 million.
- ☐ (n) A trust with total assets in excess of \$5 million not formed, reformed, capitalized, recapitalized or operated for the specific purpose of acquiring Shares, whose purchase is directed by a sophisticated person with such knowledge and experience in financial and business matters as described in Rule 506(b)(2)(ii) of Regulation D under the U.S. Securities Act as to be capable of evaluating the merits and risks of an investment in Shares.
- ☐ (o) An employee benefit plan within the meaning of ERISA if the decision to invest in Shares is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.
- ☐ (p) A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if the plan has total assets in excess of \$5 million.

- ☐ (q) A federal income tax exempt governmental unit that meets the substantive criteria of Section 501(c)(3) of the Internal Revenue Code and that has assets in excess of \$5 million.
- ☐ (r) An entity of a type other than those listed in paragraphs (e) through (q) above or paragraph (u) below that (i) was not formed, reformed, capitalized, recapitalized or operated for the specific purpose of acquiring Shares and (ii) owns investments¹⁴ in excess of \$5 million.¹⁵
- ☐ (s) A “Family Office,” as defined in Rule 202(a)(11)(G)-1 under the U.S. Advisers Act,¹⁶ with assets under management in excess of \$5 million, that was not formed, reformed, capitalized, recapitalized or operated for the specific purpose of acquiring Shares and whose investment in the Shares is directed by a person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the prospective investment.
- ☐ (t) A “Family Client,” as defined in Rule 202(a)(11)(G)-1 under the U.S. Advisers Act,¹⁷ of a Family Office meeting the requirements in paragraph (s) above and whose prospective investment in the Shares is directed by such Family Office.
- ☐ (u) An entity in which all of the equity owners are accredited investors as determined under any of the paragraphs (a) through (s) above.
- (2) If the Investor is an accredited investor because it is a self-directed plan, with investment decisions made solely by persons that are accredited investors, as described in Section K(1)(o) above, **a separate Investor Questionnaire must be submitted for each person making investment decisions for the Investor.**
- (3) If the Investor is an accredited investor for the reason described in Section K(1)(u) above, **a separate Investor Questionnaire must be submitted for each settlor, participant, stockholder, partner, member or other beneficial owner of the Investor.** *In the event the Investor is an accredited investor for any reason referenced in this paragraph, the Investor may be required to enter into a letter agreement with the Partnership restricting direct and indirect transfer of beneficial interests in the Investor to accredited investors.*

¹⁴ For purposes of this paragraph, “investments” is defined in rule 2a51-1(b) under the Investment Company Act.

¹⁵ This may include, by way of example only and without limitation: Indian tribes and the divisions and instrumentalities thereof; labor unions; federal, state, territorial, and local governmental bodies and funds, and entities organized under the laws of a country other than the United States.

¹⁶ The term “Family Office” means a company (including its directors, partners, members, managers, trustees and employees acting within the scope of their position or employment) that: (i) has no clients other than Family Clients as defined in Rule 202(a)(11)(G)-1 of the Advisers Act (provided that if a person that is not a Family Client becomes a client of the Family Office as a result of the death of family member or key employee or other involuntary transfer from a family member or key employee, that person shall be deemed to be a Family Client for one year following the completion of the transfer of legal title to the assets resulting from the involuntary event); (ii) is wholly owned by Family Clients and is exclusively controlled (directly or indirectly) by one or more family members and/or family entities; and (iii) does not hold itself out to the public as an investment adviser.

¹⁷ Generally, the term “Family Client” under Rule 202(a)(11)(G)-1 of the Advisers Act includes family members and key employees of the Family Office, among other defined persons. See Rule 202(a)(11)(G)-1 of the Advisers Act for further details.

- (4) If the Investor is a revocable trust that is an accredited investor for the reason described in Section K(1)(u) above, then please check the applicable boxes below.

The Investor represents and warrants that:

- ☐ (a) each settlor is (i) a natural person with individual net worth (or joint net worth with that person's spouse or cohabitant occupying a relationship generally equivalent to that of a spouse) in excess of \$1 million or (ii) a natural person with individual income (without including any income of the Investor's spouse or cohabitant occupying a relationship generally equivalent to that of a spouse) in excess of \$200,000, or joint income with that person's spouse or cohabitant occupying a relationship generally equivalent to that of a spouse in excess of \$300,000, in either case in each of the two most recent years and who reasonably expects to reach the same income level in the current year; and
- ☐ (b) the settlor(s) (i) provide the sole source of funding for the trust, (ii) have sole investment authority over the trust, (iii) have the sole right to amend or revoke such trust at any time and (iv) are treated as the owners of such trust's property and income for U.S. federal income tax purpose.

L. Qualified Purchaser Status

- (1) Is the Investor a “qualified purchaser” within the meaning of Section 2(a)(51) of the U.S. Investment Company Act and the rules thereunder and/or a “knowledgeable employee” as defined in Rule 3c-5 of the regulations promulgated under the U.S. Investment Company Act?

Yes ☐ No ☐

If “Yes,” the Investor represents and warrants that it is a qualified purchaser within the meaning of Section 2(a)(51) of the U.S. Investment Company Act and the rules thereunder and/or a knowledgeable employee as defined in Rule 3c-5 of the regulations promulgated under the U.S. Investment Company Act and has checked the box or boxes below which are next to the category or categories under which the Investor qualifies as a qualified purchaser and/or a knowledgeable employee. The Investor agrees to provide such further information and execute and deliver such documents as the Partnership or the General Partner may reasonably request to verify that the Investor qualifies as a qualified purchaser and/or a knowledgeable employee.

- ☐ (a) A natural person (including any person who holds a joint, community property or other similar shared ownership interest in the Partnership with that person’s qualified purchaser spouse) who owns not less than \$5 million in investments.¹⁸
- ☐ (b) A company¹⁹ that (i) was not formed, reformed, capitalized, recapitalized or operated for the specific purpose of investing in the Partnership, (ii) owns not less than \$5 million in investments and (iii) is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons (including former spouses), the estates of such persons, or foundations, charitable organizations or trusts established by or for the benefit of such persons, or direct lineal descendants by birth or adoption who are also related as aunts or uncles and nieces and nephews (a “Family Company”).
- ☐ (c) A trust that is not covered by item (b) above and that was not formed, reformed, capitalized, recapitalized or operated for the specific purpose of investing in the Partnership, as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in item (a) or (b) above or item (d) below.
- ☐ (d) A person or company that was not formed for the specific purpose of investing in the Partnership, acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis not less than \$25 million in investments.
- ☐ (e) A “qualified institutional buyer” as defined in paragraph (a) of Rule 144A under the U.S. Securities Act (“Rule 144A”) that was not formed, reformed, capitalized, recapitalized or operated for the specific purpose of investing in the

¹⁸ As used herein, “investments” has the meaning given to it in, and the valuation of investments shall be subject to, the Securities and Exchange Commission rules under the U.S. Investment Company Act (including, without limitation, Rule 2a51-1 thereunder).

¹⁹ As used herein, “company” means a corporation, a partnership, an association, a joint-stock company, a trust or any organized group of persons, whether incorporated or not, or any receiver, trustee in a case under Title 11 of the U.S. Code, or similar official, or any liquidating agent for any of the foregoing, in his or her capacity as such.

Partnership, acting for its own account, the account of another qualified institutional buyer or the account of a qualified purchaser; provided that the Investor is not (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A that owns and invests on a discretionary basis less than \$25 million in securities of issuers that are not affiliated persons of the dealer or (ii) a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A (or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan), if investment decisions with respect to the plan are made by the beneficiaries of the plan, unless the decision to invest in the Partnership is made solely by the fiduciary, trustee or sponsor of such plan.

- ☐ (f) A company, each beneficial owner of the securities of which is a qualified purchaser as determined under paragraphs (a) through (e) above.
- ☐ (g) A “knowledgeable employee” as defined in Rule 3c-5 of the regulations promulgated under the U.S. Investment Company Act.

- (2) **If the Investor is a qualified purchaser for the reason described in Section L(1)(c) above**, a separate Investor Questionnaire must be submitted for each trustee, or other person authorized to make decisions with respect to the trusts and each settlor or other person who has contributed assets to the trust. **If the Investor is a qualified purchaser for the reason described in Section L(1)(b) above**, additional information regarding the direct and indirect owners of the Family Company may need to be provided to the General Partner. **If the Investor is a qualified purchaser for the reason described in Section L(1)(f) above**, a separate Investor Questionnaire must be submitted for each beneficial owner of the Investor’s securities. *In the event the Investor is a qualified purchaser for the reason referenced in Section L(1)(b) or Section L(1)(f), the Investor may be required to enter into a letter agreement with the Partnership restricting direct and indirect transfers of beneficial interests in the Investor to, in the case of Section L(1)(b), qualified family members and, in the case of Section L(1)(f), qualified purchasers.*

M. Qualified Client Certification

(1) The Investor represents and warrants that it is (check one of (a), (b), (c) or (d)):

- ☐ (a) a natural person;
- ☐ (b) a corporation, partnership, limited liability company, association, joint-stock company, trust or any organized group of persons, whether incorporated or not, that does not rely on the exception to the definition of investment company afforded by Section 3(c)(1) of the U.S. Investment Company Act to avoid being deemed an investment company, is not a business development company as defined in Section 202(a)(22) of the U.S. Advisers Act and is not registered or required to be registered as an investment company under the U.S. Investment Company Act;
- ☐ (c) a corporation, partnership, limited liability company, association, joint-stock company, trust or any organized group of persons, whether incorporated or not, that does rely on the exception to the definition of investment company afforded by Section 3(c)(1) of the U.S. Investment Company Act to avoid being deemed an investment company, is a business development company as defined in Section 202(a)(22) of the U.S. Advisers Act or is registered as an investment company under the U.S. Investment Company Act; or
- ☐ (d) a company that is required to be registered as an investment company under the U.S. Investment Company Act, but is not so registered.

(2) If the Investor checked box (a) or (b) of Section M(1) above, then please check the applicable box below. If the Investor checked box (c) of Section M(1) above, then please skip this Section M(2) and answer Section M(3) below. If the Investor checked box (d) of Section M(1) above, then please skip to Section N below.

The Investor represents and warrants that:

- ☐ (a) its net worth (which, for a natural person, can include assets held jointly with a spouse) exceeds \$2,200,000;
- ☐ (b) it has invested, or is obligating itself hereby to invest, at least \$1,100,000 in the Partnership under management with the Manager;
- ☐ (c) it is a “qualified purchaser” within the meaning of Section 2(a)(51) of the U.S. Investment Company Act and the rules thereunder;
- ☐ (d) it is an executive officer (i.e., the president, any vice president in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions), director, trustee, general partner or person serving in a similar capacity of the Manager; or
- ☐ (e) it is an employee of the Manager (other than an employee performing solely clerical, secretarial or administrative functions) who, in connection with his or her regular functions or duties, participates in the investment activities of such

employer; provided that such employee has been performing such functions and duties for or on behalf of the employer or substantially similar functions or duties for or on behalf of another company for at least 12 (twelve) months.

- (3) If the Investor checked box (c) of Section M(1) above, then please check the applicable box below.

The Investor represents and warrants that:

- ☐ (a) each of its equity owners (i) has a net worth (which, for a natural person, can include assets held jointly with a spouse) which exceeds \$2,200,000, (ii) has invested or is obligated to make an investment of at least \$1,100,000 in the Partnership or (iii) is a qualified purchaser within the meaning of Section 2(a)(51)(A) of the U.S. Investment Company Act and the rules thereunder; or
- ☐ (b) it has the ability to, and does, allocate charges for performance fees (i.e., fees based on a portion of the capital gains on, or the capital appreciation of, the funds, or any portion of the funds, of the Investor) so that its equity owners which do not meet clause (i), (ii) or (iii) in Section M(3)(a) above are not charged a performance fee by the Investor.

N. Non-U.S. Person

- (1) The Investor represents, warrants and certifies that the Investor is not a “U.S. person” as defined in Rule 902(k) of the U.S. Securities Act. In order to complete the following information, the Investor must read Annex I to this Investor Questionnaire for the definition of “U.S. person.” The Investor agrees to provide such further information and execute and deliver such documents as the Partnership may reasonably request to verify that the Investor qualifies as not a “U.S. person.”

Yes ☐ No ☐

- (2) If Investor answered “Yes” to Section N(1), answer each question below:

- (a) The Investor certifies that it is not acquiring Shares for the account or benefit of any U.S. person.

Yes ☐ No ☐

- (b) The undersigned agrees that it will resell any Shares only in accordance with the provisions of Regulation S under the U.S. Securities Act, pursuant to registration under the U.S. Securities Act, or pursuant to an available exemption from registration under the U.S. Securities Act and Regulation D or Regulation S promulgated thereunder.

Yes ☐ No ☐

- (c) The undersigned agrees not to engage in hedging transactions with regard to the Shares unless in compliance with the U.S. Securities Act.

Yes ☐ No ☐

O. Wiring Instructions

The Investor hereby requests that the Partnership pay any cash distributions not reinvested pursuant to the DRIP to the following account, except as the Investor otherwise notifies the General Partner in writing at least ten (10) Business Days prior to any such distribution:

- (a) Name of Bank: _____
- (b) Bank Location/Address: _____
- (c) Branch: _____
- (d) Name of Banking Officer: _____
- (e) Telephone Number of Bank: _____
- (f) Fax Number of Bank: _____
- (g) ABA Number/Swift Code/BIC Code of Destination Bank: _____
- (h) Account Name: _____
- (i) Account Number: _____
- (j) For Further Credit Account Name (*if applicable*) _____
- (k) For Further Credit Account Number (*if applicable*) _____
- (l) Wire Reference (*if applicable*) _____

P. Distribution Reinvestment

The Investor must complete paragraph 1 or paragraph 2 below. Failure to complete either paragraph 1 or paragraph 2 will be deemed an election by the Investor to participate in the DRIP with respect to 100% of its cash distribution pursuant to paragraph 1 below. If the Investor wants to change such election, it shall notify the General Partner in writing in accordance with the Partnership Agreement. The Investor's ability to participate in the DRIP may be suspended, terminated or amended by the General Partner at any time.

(1) COMPLETE IF THE INVESTOR ELECTS TO PARTICIPATE IN THE DRIP.

☐ The Investor hereby elects to participate in the DRIP and elects to reinvest ____% of its cash distributions.

(2) COMPLETE IF THE INVESTOR ELECTS NOT TO PARTICIPATE IN THE DRIP.

☐ The Investor hereby elects not to participate in the DRIP and requests that the Partnership pay any cash distributions to the bank account listed in Section O above.

[Signature page follows.]

The Investor understands that the foregoing information will be relied upon by the Partnership, the General Partner, the Manager, each Parallel Fund, each Parallel Fund Operators and each of their respective agents, advisors and representatives for the purpose of determining the eligibility of the Investor to purchase and own Shares and its ability to comply with all applicable laws and regulations. The Investor agrees to notify the General Partner and the Partnership immediately in accordance with the notice provisions contained herein if any representation or warranty contained in this Subscription Agreement (including, without limitation, this Investor Questionnaire) becomes untrue at any time. The Investor agrees to provide, if requested, any additional information that may reasonably be required to substantiate the Investor's status as a qualified purchaser or knowledgeable employee or as an accredited investor or to otherwise determine the eligibility of the Investor to purchase Shares and the ability of the Partnership and any Parallel Fund to comply with all applicable laws and regulations. The Investor acknowledges and agrees that no Shares shall be issued to the Investor until such time as the Investor has provided such additional information. The Investor agrees to indemnify and hold harmless the Partnership, the General Partner and their respective Affiliates from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained herein.

FOR ENTITIES:

(Print or Type Name of Investor)

By: _____
(Signature)

Name: _____
(Print or Type Name of Signatory)

Title: _____
(Print or Type Title of Signatory)

FOR INDIVIDUALS:

(Print or Type Name of Investor)

(Signature)

ANNEX I
DEFINITION OF U.S. PERSON

“U.S. person” means:

1. Any natural person resident in the United States;
2. Any partnership or corporation organized or incorporated under the laws of the United States;
3. Any estate of which any executor or administrator is a U.S. person;
4. Any trust of which any trustee is a U.S. person;
5. Any agency or branch of a foreign entity located in the United States;
6. Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
7. Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
8. Any partnership or corporation if:
 - (a) Organized or incorporated under the laws of any foreign jurisdiction; and
 - (b) Formed by a U.S. person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of the U.S. Securities Act) who are not natural persons, estates or trusts.

The following are not “U.S. persons”:

1. Any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;
2. Any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if:
 - (a) An executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate; and
 - (b) The estate is governed by foreign law;
3. Any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person;
4. An employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;

5. Any agency or branch of a U.S. person located outside the United States if:
 - (a) The agency or branch operates for valid business reasons; and
 - (b) The agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and
6. The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

“United States” means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

The undersigned, being the _____ of _____,
Insert Title *Insert Name of Entity*
 a _____ organized under the laws of _____
Insert Type of Entity *Insert Jurisdiction of Organization*

The undersigned does hereby certify on behalf of the Company that the Company is aware of the requirements of the USA PATRIOT Act of 2001, as amended (the “Patriot Act”), the regulations administered by the U.S. Department of Treasury’s Office of Foreign Assets Control and other applicable U.S. federal, state or non-U.S. anti-money laundering and counter terrorist financing laws and regulations (collectively, the “AML/CTF Laws”). The Company has anti-money laundering policies and procedures in place reasonably designed to verify the identity of its [beneficial holders] [underlying investors] and their sources of funds. Such policies and procedures are properly enforced and are consistent with the AML/CTF Laws such that the Partnership, the General Partner, the Manager, each Parallel Fund, each Parallel Fund Operator and their respective agents, advisors and representatives (the “Relying Parties”) may rely on this Certification. The Company certifies that it has complied with all necessary anti-money laundering legislation and regulations applicable the jurisdiction above. The Company confirms that it has procedures in place for the identification and monitoring of politically exposed persons (“PEPs”), and where identified, enhanced customer due diligence is conducted on those PEPs.

Exhibit A

The Company confirms that it does not maintain relationships with foreign shell banks, within the meaning of the Patriot Act. To the extent a customer is a non-US bank, pursuant to the Patriot Act, the Company will obtain a certification from such customer that it is not a foreign shell bank.

The Company has read the sections entitled “Representations and Warranties of the Investor” in the Partnership’s Subscription Agreement. The Company has taken all reasonable steps to ensure that its [beneficial holders] [underlying investors] are able to certify to such representations.

The Company acknowledges that each of the Relying Parties is relying on this certification in order to discharge its investor due diligence obligations. The Company agrees to promptly notify the Partnership and the General Partner should the Company have any questions relating to any of the [beneficial holders] [underlying investors], becomes aware of any changes in the representations set forth in this Certification, or if the Company’s relationship with the [beneficial holders] [underlying investors] terminates, or changes in a manner of such significance as to be of interest to the Relying Parties.

Date: _____

By: _____

Name:

Title:

CONTROL AND OWNERSHIP INFORMATION

To Be Completed by Investors That Are Privately Held Entities (Except Trusts) That Responded “No” to Section B(1)(b) or Section B(1)(c) of the Investor Questionnaire or that are otherwise required to complete this Exhibit pursuant to the Subscription Document Instructions

Instructions:

Please complete and return this Exhibit B and provide the name of every (i) officer and director, if the Investor is a private corporation, (ii) managing partner or general partner, if the Investor is a partnership, (iii) managing member, manager and/or director, if the Investor is a limited liability company, (iv) trustee, director, governor, board member or equivalent, if the Investor is an employee benefit plan or a charity or charitable foundation, and (v) shareholder, partner, member, investor or other beneficial owner of the Investor (other than an Investor that is an employee benefit plan) who is directly, or indirectly through intermediaries, the beneficial owner of 25% or more of the share capital, profit or voting or non-voting class of equity interests of the Investor. If there are intermediaries that are not individuals, please continue up the chain of ownership by providing the name of every Person who is the beneficial owner of 25% or more of the share capital, profit or voting or non-voting class of equity interests of such intermediaries until individuals are listed. In establishing the ultimate beneficial owner, documentary evidence detailing the ownership structure is required (e.g. organization chart signed by an authorized signatory, company’s share register, letter from the company’s legal, extract from relevant company registered, other company documentation, etc. (e-mail confirmation is not acceptable for the above point, we will need the confirmation in writing, on headed paper and signed by an authorized signatory)).

Full Name and Social Security Number (for Individuals) or Tax Identification Number (for Entities)	Address of Primary Residence (for Individuals) or Principal Place of Business (for Entities)	Date of Birth (for Individuals) or Date of Incorporation, Formation or Establishment (for Entities)	Citizenship (for Individuals) or Jurisdiction of Incorporation, Formation or Establishment (for Entities)	If an Individual, Insert Name and Address of Principal Employer and Position	Percentage Ownership of Voting or Non-Voting equity Interests of the Investor or Intermediary

TRUST OWNERSHIP INFORMATION

To Be Completed by Investors That Are Trusts That Responded “No” to Section B(1)(b) or Section B(1)(c) of the Investor Questionnaire or that are otherwise required to complete this Exhibit pursuant to the Subscription Document Instructions

Instructions:

Please complete and return this Exhibit C and provide the name of (i) every current beneficiary that has, directly or indirectly, an interest of 25% or more in the trust, (ii) every person who contributed assets to the trust (settlers or grantors) and (iii) every trustee. If there are intermediaries that are not individuals, please continue up the chain of ownership by providing the name of every Person who is the beneficial owner of 25% or more of any voting or non-voting class of equity interests of such intermediaries until individuals are listed.

Full Name and Social Security Number (for Individuals) or Tax Identification Number (for Entities)	Address of Primary Residence (for Individuals) or Principal Place of Business (for Entities)	Date of Birth (for Individuals) or Date of Incorporation, Formation or Establishment (for Entities)	Citizenship (for Individuals) or Jurisdiction of Incorporation, Formation or Establishment (for Entities)	Status (Beneficiary / Settlor / Trustee)	Percentage Ownership of Trust

LIST OF FOREIGN PERSONS**Instructions:**

If any of the direct or indirect owners of the Investor are, or will be, “foreign persons” (for purposes of Section 897(h)(4)(B) of the Code, as determined by applying Treasury Regulations Section 1.897-1(c)(3)), please complete and return this Exhibit D by providing the name of every direct or indirect owner of the Investor that is, or will be, a “foreign person” (for purposes of Section 897(h)(4)(B) of the Code, as determined by applying Treasury Regulations Section 1.897-1(c)(3)); provided, that this Exhibit D shall not require disclosure if the Investor is a “non-look through person” as defined in Treasury Regulations 1.897-1(c)(3)(v)(D)).

Full Name an	Address

PRIVACY NOTICE

TA Realty LLC (“TA Realty”) collects nonpublic personal information about individuals that are clients and/or investors in the investment funds and accounts that are managed, directly or indirectly, by TA Realty (the “Funds”) from the following sources:

- Information received from investors on subscription agreements, redemption requests, partnership agreements and other forms; and
- Information about investors’ transactions with TA Realty and their investments in the Funds.

TA Realty’s collection and use of personal information is subject to various consumer privacy laws including the Gramm Leach-Bliley Act, state privacy laws including the California Consumer Privacy Act, the EU General Data Protection Regulation and analogous Swiss and UK data protection laws, and the Cayman Island’s Data Protection Law 2017.

TA Realty does not disclose nonpublic personal information about individuals who are current or former investors or clients to anyone, except as permitted or required by law. TA Realty may disclose such information to its affiliates and to third parties that perform services for TA Realty. For example, TA Realty may forward such information to its accountants to complete financial statements, tax returns and maintain accounting records or to lenders that provide financing for the Funds’ investments. TA Realty may also forward such information to fund administrators for the purposes of performing compliance checks and maintaining investor records. Furthermore, consistent with industry practice and the provisions of TA Realty’s Fund agreements, TA Realty may distribute certain nonpublic personal information, such as the schedule of investors, to all investors in each specific Fund.

TA Realty also may disclose nonpublic personal information about current or former investors or clients obtained from subscription agreements, redemption requests, partnership agreements and other forms (such as the investors’ or clients’ names, contact information and financial profiles) to companies that perform marketing services on TA Realty’s behalf or to other financial institutions, such as broker-dealers and placement agents with whom TA Realty has agreements in connection with offering new and existing Funds.

TA Realty restricts access to nonpublic personal information about individuals who are clients or investors in the Funds to those employees and service providers that use such information in connection with the offering, formation and operation of new and existing Funds or managing and servicing client or investor accounts. TA Realty maintains physical, electronic and procedural safeguards that comply with federal guidelines to protect nonpublic personal information.

This Privacy Notice is provided on behalf of TA Realty and the Funds, including, without limitation, any Fund in which the recipient of this Privacy Notice invests, has invested or intends to invest. To the extent that TA Realty changes its privacy policies or practices, TA Realty will notify individuals that are clients and/or investors in the Funds by way of an updated Privacy Notice.

QUALIFIED FOREIGN PENSION FUND CERTIFICATION

Section 897(l)(1) of the Internal Revenue Code of 1986, as amended, generally exempts “qualified foreign pension funds” (“QFPFs”) and entities wholly owned by QFPFs from U.S. federal income tax on income that would otherwise be taxable under the Foreign Investment in Real Property Tax Act of 1980, as amended. In connection with its investment in TA Realty Core Property Fund, L.P. (the “Fund”), to inform the Fund that the undersigned (the “Investor”) is a QFPF or an entity wholly owned by QFPFs, and is a withholding qualified holder as defined in Treas. Reg. § 1.1445-1(g)(11), the undersigned hereby makes the following certifications on behalf of the Investor.

1. The Investor is not a foreign person because it is a withholding qualified holder for purposes of Treas. Reg. § 1.1445-5(b)(3)(ii)(A) and Treas. Reg. § 1.1446-1(c)(2)(ii)(H), and the Investor qualifies as a withholding qualified holder because it is (check one):

- ☐ a qualified holder under Treas. Reg. § 1.897(l)-1(d), or
- ☐ a foreign partnership that satisfies the requirements of Treas. Reg. § 1.1445-1(g)(11);

2. The Investor’s office address is _____;

3. The Investor’s identifying number²⁰ is _____; and

4. The Investor’s place of incorporation (if applicable) is _____.

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by the Fund and that any false statement contained herein could be punished by fine, imprisonment, or both. The undersigned agrees to promptly inform the Fund if the Investor no longer is treated as a withholding qualified holder (as defined in Treas. Reg. § 1.1445-1(g)(11)) and therefore is no longer treated as a non-foreign person for purposes of withholding under Treas. Reg. § 1.1445-5(b)(3)(ii)(A) and Treas. Reg. § 1.1446-1(c)(2)(ii)(H), or if this certification otherwise becomes inaccurate in any way.

The undersigned acknowledges and agrees that in the event that the Fund, the General Partner or the Manager become liable as a result of failure to withhold and remit taxes with respect to a distribution (or income allocable) to the Investor, then, in addition to, and without limiting any indemnity for which the Investor otherwise may be liable, the Investor shall indemnify and hold harmless the Fund, other investors in the Fund, the General Partner, the Manager and their respective affiliates and their respective partners, members, directors, officers, employees, agents and representatives, as the case may be, in respect of all taxes, including, without limitation, interest, penalties and any expense incurred in any examination, determination, resolution and payment of such liability. The provisions of this paragraph shall apply and survive termination of the Fund and the withdrawal of the undersigned Investor as a partner in the Fund.

²⁰ For this purpose, the Investor’s identifying number is its U.S. taxpayer identification number, or, if the Investor does not have a U.S. taxpayer identification number, a foreign tax identification number issued by its jurisdiction of residence.

Under penalties of perjury, I declare that I have examined this certification and that to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have the authority to sign and deliver this certification on behalf of the Investor.

Date:_____

Name of the Investor:_____

By:_____

Name:_____

Title:_____

Date:_____

CERTIFICATION OF BENEFICIAL OWNER(S)

Part I: Entity Information

Natural Person Completing Form:

Full Name:	
Date of Birth (MM-DD-YYYY):	Title:

Entity Information:

Full Legal Name		
Address:		
City:	State:	Postal Code:

Part II: Exemptions

Please review the list below and check all that apply. If none apply, please leave blank.

<input type="checkbox"/> 1. Sole Proprietorship	<input type="checkbox"/> 2. Trust (non-statutory)
<input type="checkbox"/> 3. Unincorporated Association	<input type="checkbox"/> 4. Estate
<input type="checkbox"/> 5. Publicly Traded ○ Exchange: ○ Ticker Symbol:	<input type="checkbox"/> 6. Majority Owned (51% or more) by a Publicly Traded Entity ○ Exchange: ○ Ticker Symbol:
<input type="checkbox"/> 7. Bank or Savings and Loan Holding Company	<input type="checkbox"/> 8. SEC Registered Entity, Exchange, or Clearing Agency
<input type="checkbox"/> 9. Federal or State Regulated Financial	<input type="checkbox"/> 10. CFTC Registered Entity
<input type="checkbox"/> 11. Public Accounting Firm registered under the Sarbanes-Oxley Act	<input type="checkbox"/> 12. Federal, State or Local Government Department or Agency
<input type="checkbox"/> 13. State Regulated Insurance Company	<input type="checkbox"/> 14. Financial Market Utility
If you selected one or more of items 1-14 above, please proceed to Part V	
<input type="checkbox"/> 15. Pooled Investment Vehicle	<input type="checkbox"/> 16. Charity or Not-for-Profit entity
If you selected item 15 or 16 above, please proceed to Part IV	

Part III: Ownership

Please provide the following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above. **Alter Domus reserves the right to request information on additional beneficial owners as necessary.**

- For a person with a Social Security Number (SSN), provide the (SSN) and leave Passport # and Country of Issuance blank.
- For a foreign person without a (SSN), provide a Passport # and Country of Issuance. In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

☐ **Check this box if no individual owns 25% or more of the legal entity and that you will inform the General Partner if/ when an individual assumes 25% or more ownership. Proceed to Part IV.**

Beneficial Owner 1 Information:			
Individual Full Legal Name:		Street Address:	
Date of Birth (MM-DD-YYYY):		Address Line 2:	
For US Persons, SSN:		City:	State: Zip/Postal Code:
For Foreign Persons, Passport # and Country of Issuance:		Country:	
% Ownership:		<input type="checkbox"/> Direct Ownership <input type="checkbox"/> Indirect Ownership	

Beneficial Owner 2 Information:			
Individual Full Legal Name:		Street Address:	
Date of Birth (MM-DD-YYYY):		Address Line 2:	
For US Persons, SSN:		City:	State: Zip/Postal Code:
For Foreign Persons, Passport # and Country of Issuance:		Country:	
% Ownership:		<input type="checkbox"/> Direct Ownership <input type="checkbox"/> Indirect Ownership	

Beneficial Owner 3 Information:			
Individual Full Legal Name:		Street Address:	
Date of Birth (MM-DD-YYYY):		Address Line 2:	
For US Persons, SSN:		City:	State: Zip/Postal Code:
For Foreign Persons, Passport # and Country of Issuance:		Country:	
% Ownership:		<input type="checkbox"/> Direct Ownership <input type="checkbox"/> Indirect Ownership	

Beneficial Owner 4 Information:			
Individual Full Legal Name:		Street Address:	
Date of Birth (MM-DD-YYYY):		Address Line 2:	
For US Persons, SSN:	City:	State:	Zip/Postal Code:
For Foreign Persons, Passport # and Country of Issuance:	Country:		
% Ownership:	<input type="checkbox"/> Direct Ownership <input type="checkbox"/> Indirect Ownership		

Part IV: Control Person

Please provide the following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- ☐ An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions.

(If appropriate, an individual listed under section III above may also be listed in this section IV).

Individual with Significant Control			
Individual Full Legal Name:		Title:	
Date of Birth (MM-DD-YYYY):		Street Address:	
For US Persons, SSN:		Address Line 2:	
For Foreign Persons, Passport #:	City:	State:	Zip/Postal Code:
For Foreign Persons, Passport Country of Issuance:	Country:		

Part V: Certification

I, _____ (name of natural person completing this form),
 hereby certify, to the best of my knowledge, that the information provided above is complete
 and correct.

Signature: _____ Date: _____

**CERTIFICATE OF BOND PROCEEDS
FOR STATE AND LOCAL GOVERNMENTS AND MUNICIPAL BOND OBLIGORS**

Instructions: If the Investor is, or will be, a “municipal entity” or “obligated person” as such terms are defined in Section 15B of the U.S. Securities Exchange Act of 1934, as amended, please complete and return this Exhibit H.

The undersigned hereby certifies that:

(a) I am a knowledgeable official representative of the Investor listed below, and am authorized to sign this certificate;

(b) Regarding the investments made by the Investor in the Shares:

1. for the purposes of Section 15B of the Securities Exchange Act of 1934 (and the implementing rules thereunder) (the “Municipal Advisor Rule”) relating to the registration of municipal advisors, none of the funds currently invested, or that the Investor seeks to invest, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments;

2. I have access to the appropriate information or have direct knowledge of the source of the above listed funds, that enable me to make these representations;

3. I understand that, for the purposes this certification and as defined under the Municipal Advisor Rule:

a. the term “proceeds of municipal securities” means monies derived by a municipal entity from the primary offering of municipal securities, investment income derived from the investment or reinvestment of such monies, and any monies of a municipal entity or obligated person held in funds under legal documents for the municipal securities that are reasonably expected to be used as security or a source of payment for the payment of the debt service on the municipal securities, including reserves, sinking funds, and pledged funds created for such purpose, and the investment income derived from the investment or reinvestment of monies in such funds.

b. the term “municipal escrow investments” means proceeds of municipal securities and any other funds of a municipal entity that are deposited in an escrow account to pay the principal of, premium, if any, and interest on one or more issues of municipal securities.

(c) I further certify that the Investor will not invest any funds through the Partnership that constitute proceeds of municipal securities or municipal escrow investments.

Full Name of Investor

Signature of Authorized Person Signing for Entity

Name of Authorized Person Signing for Entity

Title of Authorized Person Signing for Entity

Dated



Legislation Text

File #: 25-0446, **Version:** 1

ITEM TITLE:

Approval of Change Order with Orion Construction, Inc. for VCS District Offices Tenant Improvements - GC Services in the amount of \$138,884.51

SUBMITTED BY: Scott Benda, Acting Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$138,884.51
Unencumbered Balance: \$100,000
Funding Source: 310-9516-58000

RECOMMENDATION:

Approve the Changer Order with Orion Construction, Inc. for VCS District Offices Tenant Improvements - GC Services in the amount of \$138,884.51

SUMMARY STATEMENT:

Change Order Description: The remodeling activities caused the east hallway to the gym to be closed to the public, school staff and students thus blocking access to the existing restrooms. This change order will make the existing restrooms in the gym operational.

At some point in the past 10-15 years the School District demo'd all of the fixtures in the two gym restrooms rendering them inoperable. Both the current school maintenance staff and the plumbing contractor have now verified that the existing drain piping functions properly. New waterlines will be run to the restrooms and new toilets, sinks, fixtures, partitions, paper dispensers, etc will be installed.

This work will allow for students & staff to have working restrooms in the gym and allow for public use during Parks & Rec events and other club and league use. Gym users are presently having to use port-a-potties located on the exterior of the building.

Construction Schedule: This work will run concurrently with the existing remodelling work and not extend the final completion date.

Budget: Funds for this work will come from unspent monies in the HHES Reroof, Siding and Windows project.



CHANGE ORDER
CITY OF VALDEZ

TO:	Orion Construction, Inc	DATE ISSUED	
		CHANGE ORDER NO.	1
PROJECT:	VCS District Office Tenant Improvements – GC Services	COST CODE NO.	310-3340-58000
		PROJECT NO.	24-310-3340
		CONTRACT NO.	2400
		Distribute to	
		Engineering	1
		Owner	
		Contractor	1
		Other	

You are directed to make the changes in this CONTRACT as follows: Remodel two existing restrooms in the HHES gym to make them operational.

Justification: The remodeling activities caused the east hallway to the gym to be closed to the public, school staff and students thus blocking access to the existing restrooms. This change order will make the existing restrooms in the gym operational.

At some point in the past 10-15 years the School District demo'd all of the fixtures in the two gym restrooms rendering them inoperable. Both the current school maintenance staff and the plumbing contractor have now verified that the existing drain piping functions properly. New waterlines will be run to the restrooms and new toilets, sinks, fixtures, partitions, paper dispensers, etc., will be installed.

This work will allow for students & staff to have working restrooms in the gym and allow for public use during Parks & Rec events and other club and league use. Gym users are presently having to use port-a-potties located on the exterior of the building

Not valid until signed by both the Mayor and City Clerk. Signature of Contractor indicates his agreement herewith, including any adjustment in **CONTRACT** sum or **CONTRACT** time.

The original CONTRACT sum was.....	\$	<u>2,357,316.31</u>
Change by previously authorized Change Order(s).....	\$	<u>0.00</u>
The CONTRACT sum prior to this Change Order was.....	\$	<u>2,357,316.31</u>
The CONTRACT sum will be increased by this Change Order.....	\$	<u>138,884.51</u>
New CONTRACT sum including this Change Order will be.....	\$	<u>2,496,200.82</u>

CONTRACT time will be remain unchanged. The date of Substantial Completion as of the date of this Change Order therefore is January 31, 2026.

CONTRACTOR

By: _____

Date: _____

CORPORATE SEAL

Attest: _____
Corporate Secretary

**AUTHORIZED BY:
CITY OF VALDEZ**

By: _____

Dennis Fleming, Mayor
Date: _____

Attest: _____

Sheri Pierce, City Clerk
Date: _____

RECOMMENDED

By: _____

Nathan Duval, City Manager
Date: _____

By: _____

Scott Benda, Acting Capital Facilities Director
Date: _____



ORION CONSTRUCTION INC.
3038 N Caribou St
Wasilla, AK 99654
907-631-3550 office
907-357-2689 fax
orionconstructioninc@gmail.com

Cost Proposal NOT TO EXCEED

Date: 10/02/2025

Project Name: HHES Gym Restrooms

Project No. 25032

Project Reference: NOT TO EXCEED COST PROPOSAL FOR GYM RESTROOMS

Additional Time Requested: 0

	Hours/Material	Unit Cost	Total
General Items:			
Project Management: RFI's, Coordination of Addtl Work, Scheduling	10	\$105.00	\$1,050.00
Onsite Foreman/Superintendent Time:	8	\$95.00	\$760.00
QC, Inspections, Testing, Engineering: As-Builts, Submittals, O&M's	0	\$105.00	\$0.00
Administrative: Issue Vendor/Subcontractor Change Orders, Certified Payroll, Etc.	2	\$65.00	\$130.00
Electrician	0	\$115.00	\$0.00
Trash per ton	0	\$142.00	\$0.00
Dumpster	0	\$75.00	\$0.00
Truck and Fuel Per Man Day	0	\$250.00	\$0.00
Utilities:	0	\$0.00	\$0.00
PPE supplies Per Man Day	6	\$7.50	\$45.00
Labor:	0	\$95.00	\$0.00
Mobe/Set-up	0	\$95.00	\$0.00
Daily Clean-up:	0	\$95.00	\$0.00
Labor Item 1: Install partitions	24	\$95.00	\$2,280.00
Labor Item 2: Hauling partitons	16	\$95.00	\$1,520.00
Materials:	0	\$95.00	\$0.00
Small Tools and Consumables:			
Materials 1: Partitions	1	\$12,000.00	\$12,000.00
Materials 2: Misc hardware	3	\$100.00	\$300.00
Equipment:			
Item 1:	0	\$100.00	\$0.00
Item 2:	0	\$100.00	\$0.00
Total Direct Costs			\$18,085.00
10% Overhead			\$ 1,808.50
10%Profit			\$ 1,808.50
Direct with Markup			\$ 21,702.00
Subcontractor Costs: Valley Mechanical			\$ 99,608.00
Subcontractor Costs:			\$ -
Total Subcontractor Costs			\$ 99,608.00
10% on Subcontractor			\$ 9,960.80
Total Sub Cost			\$ 109,568.80
			\$ 131,270.80
General Liability	3.20%		\$ 4,200.67
Bonds	2.60%		\$ 3,413.04
Per Diem & Housing	0	\$190.00	\$ -
Grand Total			\$ 138,884.51

Offered By:

Chris Brunner, Orion Construction Inc

Accepted By:

Owner Name & Date



6673 E. Tex-Al dr.
Wasilla, AK 99654

Phone: 907-376-6400
Fax: 907-376-6500
Email: Info@VMCI-AK.com

Proposal

Job Name: Valdez District Office TI

Date: 9/11/2025

Description: Gym Bathroom Reno.

RFI / DC/VR : _____

RFP / ASI : _____

A. Materials: Pipe, Fitting, Insulation, Fixtures \$10,964

B. Labor: 500 HRS. @ \$115.00 \$57,500
_____ HRS. @ _____ \$0

C. Subcontracts :

D. Insulator _____

E. Controls _____

F. Balancer _____

G. Subtotal: \$68,464

H. O.H. 17% of line G: \$11,639

I. Profit 10% \$8,010

Freight, Travel, Housing & Per Diem \$8,745

Equipment Rental \$2,750

K. Total estimate: ☒ Add ☐ Deduct \$99,608

Exclusions from this estimate: Protection of gym floor (plywood, plastic etc.)
Replacing piping inside block walls

Note: Includes: Man lift rental

Flushing piping inside walls

☐ We require _____ day's extension of the contract time.

Accepted By: _____

Date: _____



Legislation Text

File #: ORD 25-0012, **Version:** 1

ITEM TITLE:

#25-12 - Authorizing an Amendment to the Zoning Map to Effect a Change to Tract C-1, ASLS 79-116, Plat 2002-13 to Heavy Industrial

SUBMITTED BY: Bruce Wall, Senior Planner

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Ordinance #25-12 - Authorizing an amendment to the zoning map to effect a change to Tract C-1, ASLS 79-116, Plat 2002-13 to Heavy Industrial and adopt staff's recommended findings.

SUMMARY STATEMENT:

Knik Construction has applied to rezone 1001 Airport Road (Tract C-1, ASLS 79-116, Plat 2002-13) to Heavy Industrial (HI). The official zoning map indicates that this property is currently zoned Public Lands (P).

The Planning and Zoning Commission held a public hearing on this matter on September 24, 2025, and approved a recommendation to the city council to approve the requested rezone.

Please see the attached staff report for the staff review of the application and how it complies with the city code and the comprehensive plan.

CITY OF VALDEZ, ALASKA

ORDINANCE #25-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA
AUTHORIZING AN AMENDMENT TO THE ZONING MAPS TO EFFECT A
CHANGE ON TRACT C-1, ASLS 79-116, PLAT 2002-13 TO HEAVY INDUSTRIAL

WHEREAS, Knik Construction has requested a gravel lease on the subject property from the City, the owner of the property; and

WHEREAS, Knik Construction has submitted an application to change the zoning district of the property; and

WHEREAS, the official zoning map indicates that the subject property is currently zoned Public Lands; and

WHEREAS, Knik Construction desires to rezone said property from Public Lands to Heavy Industrial; and

WHEREAS, changing the zoning district on this property to Heavy Industrial is consistent with the comprehensive plan; and

WHEREAS, the Planning & Zoning Commission held a public hearing on this matter on September 24, 2025; and recommends that the city council approve this rezone based on findings of staff.

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

Section 1: The Zoning Maps of the City of Valdez, Alaska are hereby amended to effect a change to Tract C-1, ASLS 79-116, Plat 2002-13 from Public Lands to Heavy Industrial.

Section 2: This ordinance becomes effective immediately upon adoption by the city council.

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

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

First Reading:
Second Reading:
Yeas:
Nays:
Absent:
Abstain:



ZONING MAP AMENDMENT (REZONE) APPLICATION

All fields are required. If not applicable, please mark with N/A or dash.

Office Use Only

Application _____ Date Received 8/28/2025
Initials BW _____

APPLICANT INFORMATION

Name Troy Gray - Knik Construction
Phone 907-545-0578
Email tgray@lynden.com
Mailing Address 6520 Kulis Dr. Anchorage, AK 99502

PROPERTY INFORMATION

Property Address 1001 Airport Rd. Valdez, AK 99686
Legal Description TRACT C1 ASLS 79-116
Current Zoning Public Lands
Requested Zoning Heavy industrial
Comprehensive Plan _____
Place Type Industrial Hub

ADDITIONAL MATERIALS REQUIRED *(The following must be submitted when applying for a rezone.)*

- ☒ **Proposed Amendment** *(Provide proposed map amendments on a figure that clearly delineates and labels the proposed changes.)*
- ☒ **Narrative** *(Describe the location, surrounding land uses, environmental features, proposed use(s), and proposed development activity, as applicable. Describe how the proposed amendments align with the goals and policies within the comprehensive plan. Identify whether the proposal will result in nonconforming situations that involve the existing structures and land uses within the subject property.)*
- ☐ **Map Set and Technical Studies** *(Additional maps and studies may be required depending on the amendment proposal.)* [Let me know if you need additional maps](#)

APPLICANT SIGNATURE Troy Gray **DATE** 8-28-25

(Your signature above certifies that all information included on this form is accurate.)

ADDITIONAL INFORMATION

Forms may be emailed to communitydevelopment@valdezak.gov or dropped off at the Community Development window in City Hall.

To submit via mail, send to the following address:

Community Development Department
City of Valdez
PO Box 307
Valdez, AK 99686

QUESTIONS?

Call the City of Valdez Community Development Department at **907-834-3401** or email communitydevelopment@valdezak.gov



Knik Construction Co., Inc.
6520 Kulis Drive
Anchorage, AK 99502
Phone: (907) 245-1865

Rezoning Application Narrative

Site Location and Surrounding Uses

Knik Construction requests rezoning of Tract C1 ASLS 79-116, a 14.4-acre parcel, from Public Lands to Heavy Industrial. The site is located off Airport Road, approximately 2,000 feet southeast of Valdez Runway 24. Surrounding areas are primarily used for gravel operations and other industrial activities.

Historical Uses

This parcel, the northern portion of the former Harris Sand and Gravel/City of Valdez Gravel Pit, has been used for heavy industrial purposes for over 20+ years. Activities include gravel extraction, processing, stockpiling, and scaling to meet local market needs, including asphalt rock and pavement production via an ADEC-permitted asphalt plant.

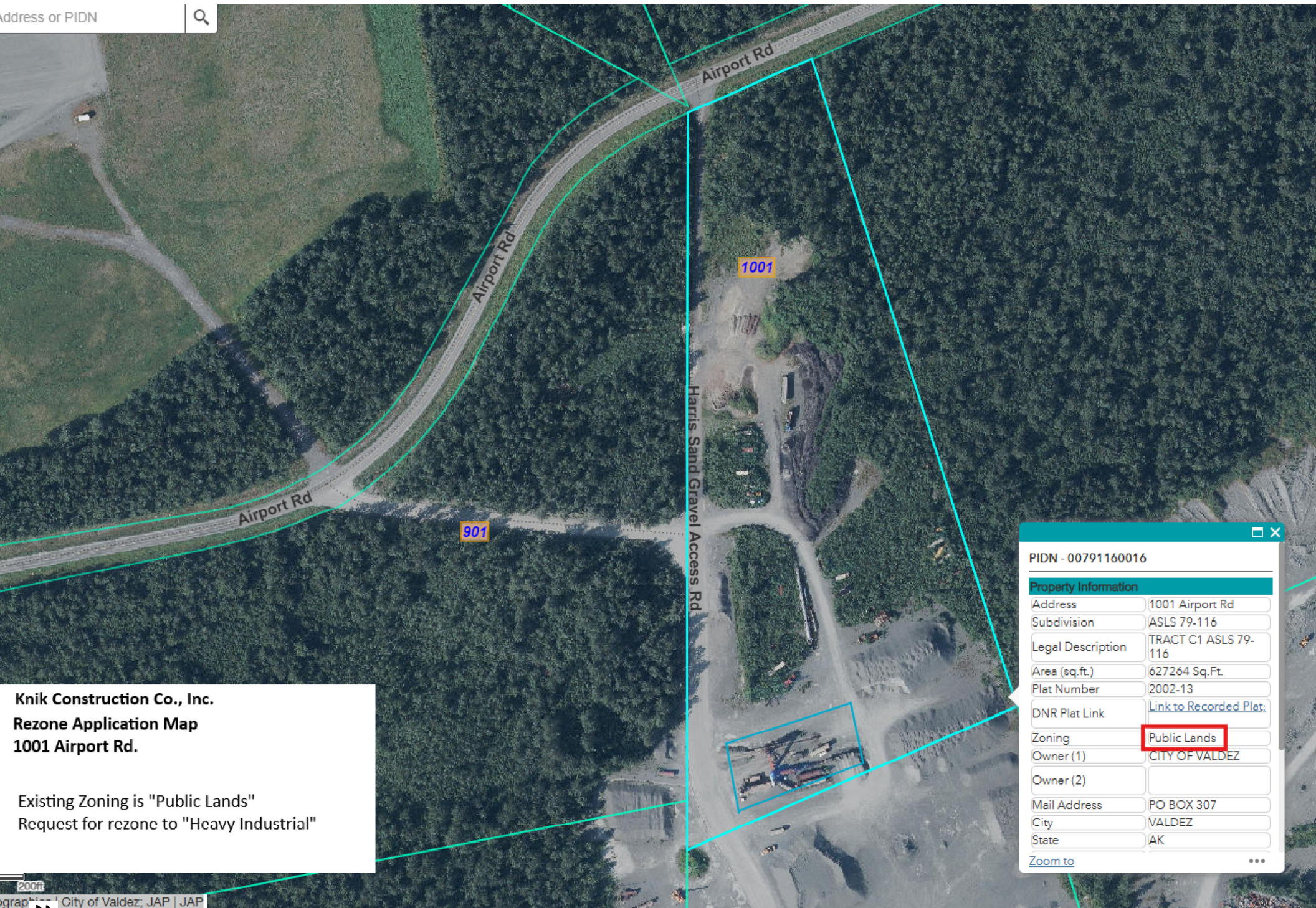
Benefits of Rezoning

Rezoning to Heavy Industrial will enhance operational efficiency by co-locating critical components—gravel extraction, crusher plant, asphalt plant stockpiles, and feeder bins—reducing costs and improving material quality for asphalt production.

Environmental Features

Rezoning will support operations, primarily asphalt production, under strict environmental compliance. Required permits include:

- ADEC MG3 Air Permit (asphalt plant)
- ADEC MG9 Air Permit (rock crusher)
- ADEC MSGP Stormwater Permit (site-wide operations)
- ADNR Reclamation Plan and Bond (post-extraction reclamation)
- SOA SPCC Plan (spill prevention for fuel and hazardous liquids)



Knik Construction Co., Inc.
Rezone Application Map
1001 Airport Rd.

Existing Zoning is "Public Lands"
Request for rezone to "Heavy Industrial"

PIDN - 00791160016	
Property Information	
Address	1001 Airport Rd
Subdivision	ASLS 79-116
Legal Description	TRACT C1 ASLS 79-116
Area (sq.ft.)	627264 Sq.Ft.
Plat Number	2002-13
DNR Plat Link	Link to Recorded Plat:
Zoning	Public Lands
Owner (1)	CITY OF VALDEZ
Owner (2)	
Mail Address	PO BOX 307
City	VALDEZ
State	AK
Zoom to	



Rezone Request from Public Lands (P) to Heavy Industrial (HI)





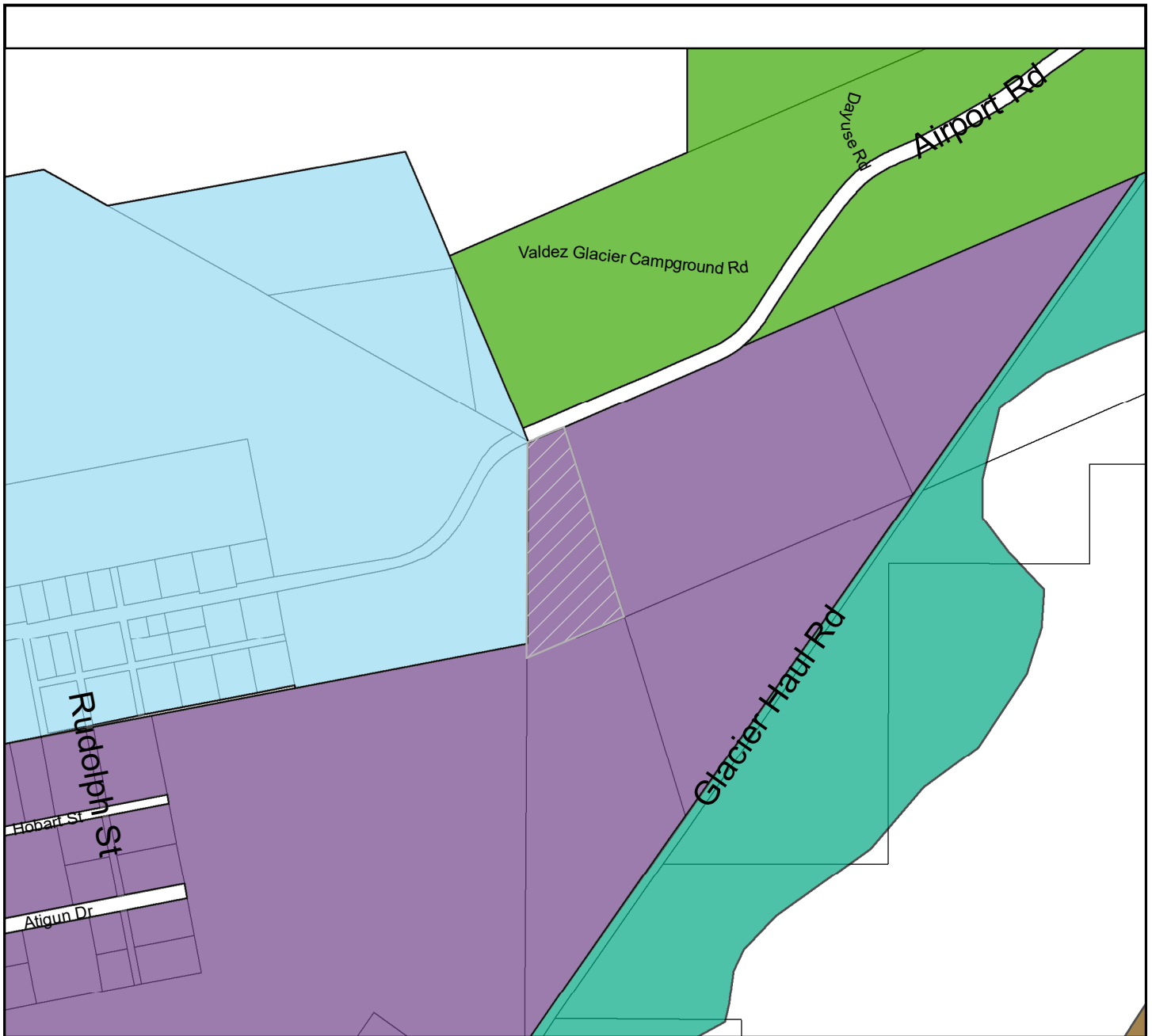
0 250 500 1,000
Feet

Date: 9/3/2025

Author: Community Development Department

Legend

-  Subject Property
-  Parcels




Rezone Request from Public Lands (P) to Heavy Industrial (HI)

Legend

 Subject Property

Comprehensive Plan Place Type

 Industrial Hub

 Valdez Airport

 Recreation

 Conservation

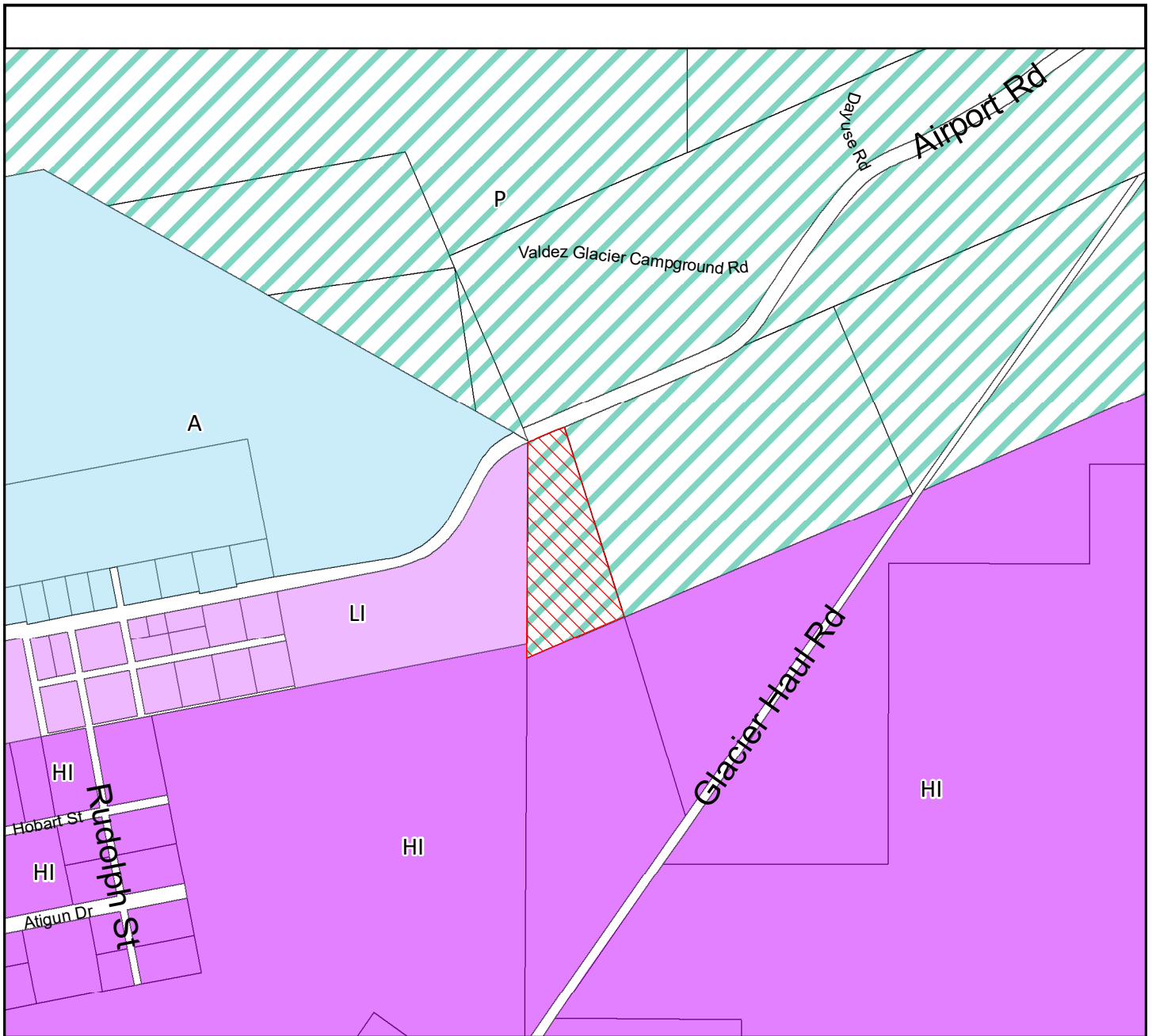
 Destination Resort Overlay - Future Residential



0 500 1,000 2,000 Feet

Date: 9/3/2025

Author: Community Development Department





Rezone Request from Public Lands (P) to Heavy Industrial (HI)

Legend

 Subject Property

Current Zoning

 Light Industrial (LI)

 Heavy Industrial (HI)

 Public Lands (P)

 Airport District (A)



0 500 1,000 2,000 Feet

Date: 9/3/2025

Author: Community Development Department



Rezone – Knik Construction – Staff Report

Date: October 7, 2025
To: City Council
From: Bruce Wall, Senior Planner

General Information

Applicant:	Knik Construction
Property Owner:	City of Valdez
Property Address:	1001 Airport Road
Legal Description:	Tract C-1, ASLS 79-116, Plat 2002-13
Current Zoning District:	Public Lands (P)
Proposed Zoning District:	Heavy Industrial (HI)
Comp. Plan Place Type:	Industrial Hub
Vicinity Zoning:	
East:	Public Lands (P)
West:	Light Industrial (LI) and Airport (A)
North:	Public Lands (P)
South:	Heavy Industrial (HI)
Access:	Airport Road

VMC 17.52.010 states:

The HI district is intended for industrial development, including heavy manufacturing, shipping terminals, natural resource extraction and other processes or operations which involve one or more of the following: employs large numbers of workers, heavy truck traffic, significant environmental effects or large-volume public water or sewer service or storage of hazardous materials under a conditional use permit. Limited recreation (including motorized sports facilities) is allowed.

VMC 17.20.010 states:

The P (public lands) district is intended to contain major open space areas, watershed management areas and major public and quasi-public, recreational, educational and institutional uses. Private, commercial recreational uses that are

open to the public are also intended for this district, including private lands and uses that are essentially public in character and of specific value to the entire community.

The differences in the allowed uses can be found in VMC 17.16.040, Table 17.16.040-1. The differences in the dimensional standards can be found in VMC 17.16.060 Table 17.16.060-1.

Application Description

The property proposed for a rezone is 14.4 acres located on the south side of Airport Road, one mile east of the airport terminal. For the past 23 years this property was part of a gravel lease to Harris Sand and Gravel, Inc. and was being utilized to support the gravel extraction on the adjacent parcel. Harris Sand and Gravel has indicated that they do not wish to renew the gravel lease.

Knik Construction acquired Harris Sand and Gravel in September 2025 and has applied for a gravel lease and has indicated that they wish to extract material from both parcels. They have also indicated that they would like to place an asphalt plant on the subject property. However, asphalt plants are not an allowed use in the Public Lands zoning district. Asphalt plants are a permitted use in the Heavy Industrial zoning district.

It is anticipated that Knik Construction will also submit a conditional use permit application for material resource extraction on the subject property.

Environmental Conditions

The applicant's narrative states, *"Rezoning will support operations, primarily asphalt production, under strict environmental compliance."*

The property is relatively flat with stockpiles of gravel and a stockpile of used asphalt. There are not any mapped Special Flood Hazard Areas on the property or mapped wetlands. A Phase I environmental assessment was conducted on the property that revealed some Recognized Environmental Conditions (RECs) on the property; specifically, soil staining associated with above-ground storage containers being used for petroleum products. These RECs are in the process of being remediated.

VMC 17.12.080(E)(7)

The City Council shall retain the authority to limit its approval of amendments to the zoning code and the official zoning map to limit certain land use activities, protect public health, safety, and welfare of humans and the environment, and ensure its ability to serve properties/individuals with adequate public services.

Proposed Findings & Conclusions

1. Procedure.

- a) On August 28, 2025 the Community Development Department received a rezone application from Knik Construction to change the zoning on the subject property to Heavy Industrial.
- b) The Community Development Department reviewed the application and determined that it was complete, in accordance with VMC 17.12.080(E)(1).
- c) A public hearing was scheduled for September 24, 2025, to consider the zoning change.
- d) Notice of the meeting was published in the Copper River Record on September 11, 2025, and September 18, 2025.
- e) Notice of the publication was published in KVAK's e-blast newspaper on September 8, 2025, and September 15, 2025.
- f) Notice of the meeting was published on the City of Valdez website on September 11, 2025, in accordance with VMC 17.12.080(E)(5) and 17.12.160(C)(1).
- g) Notice of the meeting was mailed on September 10, 2025, to the 2 property owners within 300 feet of the subject property, in accordance with VMC 17.12.080(E)(5) and 17.12.160(C)(2).
- h) A document holder was posted on Airport Road with public notice flyers on September 10, 2025, in accordance with VMC 17.12.080(E)(5) and 17.12.160(C)(3).
- i) A public hearing was conducted on September 24, 2025. Following the hearing the commission approved a recommendation to the city council to approve the zoning change and adopt the findings recommended by staff.

2. Consistency with the Comprehensive Plan and its goals and policies. VMC 17.12.080(C)(2) and 17.12.080(E)(4)(b)

- a) Goal 2.1, Action E in Plan Valdez, the comprehensive plan for the City of Valdez, is, "*Rezone parcels to align with the Future Land Use Map.*"
- b) VMC 17.04.030(A) states, "*The comprehensive plan of the city of Valdez is the primary policy document to guide land use ... decisions within the city.*"
- c) VMC 17.04.030(B) states, "*The comprehensive plan shall provide guidance for actions including, but not limited to, rezoning as referenced herein.*"
- d) The Future Land Use Map depicts the subject property within the Industrial Hub place type.
- e) Heavy industrial is listed as primary land use in the Industrial Hub place type.
- f) The proposed rezone is consistent with the Industrial Hub place type depicted on the future land use map for the subject property.

3. Potential impact on public services. VMC 17.12.080(C)(2) and 17.12.080(E)(4)(c)

- a) There are not any anticipated impacts on public services associated with the rezone of this property.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: ORD 25-0013, **Version:** 1

ITEM TITLE:

#25-13 - Amending Chapter 8.20 of the Valdez Municipal Code Titled Nuisances. 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:

Ordinance #25-13 provides amendments to Chapter 8.20 of the Valdez Municipal Code titled Nuisances for the purpose of providing clear process for nuisance abatement.

CITY OF VALDEZ, ALASKA

ORDINANCE #25-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA AMENDING CHAPTER 8.20 OF THE VALDEZ MUNICIPAL
CODE TITLED NUISANCES

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

Section 1: Chapter 8.20 of the Valdez Municipal Code is hereby amended to
read as follows:

CHAPTER 8.20
NUISANCES

Sections:

- 8.20.010 Definitions.
- 8.20.015 Inspections.
- 8.20.020 Nuisances designated—Acts prohibited.
- 8.20.030 Enumerated—Acts prohibited in all zones.
- 8.20.040 ~~Enumerated—Acts prohibited in all zones except heavy and special-~~
industrial.
- 8.20.040 Junk vehicles.
- 8.20.050 Noise.
- 8.20.060 Emission of smoke.
- 8.20.070 Escape of soot, cinders, etc.
- 8.20.080 Voluntary compliance agreements.
- 8.20.090 Abatement—Commencement of proceedings.
- 8.20.100 Abatement—Standards to be followed.
- 8.20.110 Abatement—Notice and order.
- 8.20.120 Abatement—Notice and order—Recordation.
- 8.20.130 Abatement—Notice and order—Extension of time limit.
- 8.20.140 Abatement—Notice and order—Posting.
- 8.20.150 Abatement—Enforcement of order—Generally.
- 8.20.170 ~~Abatement—Enforcement of order—Procedure—Costs.~~
- 8.20.160 Abatement—Enforcement of order—Interference prohibited.
- 8.20.190 ~~Abatement—Recovery of costs.~~
- 8.20.170 Abatement—Appeal.
- 8.20.180 Appeal to the city council acting as the board of appeals.
- 8.20.190 Appeal to superior court.
- 8.20.200 Summary abatement.
- 8.20.210 Abatement – Recovery of costs.
- 8.20.220 Remedies.
- 8.20.230 Minor offense fine schedule.
- 8.20.240 Civil fines.

§ 8.20.010. Definitions. (Ord. 19-02 § 1 (part))

- A. "Abandoned vehicle" — means a motor vehicle left unattended, standing, parked upon or within ten feet of the traveled portion of a public roadway, or a public right-of-way, for a period in excess of forty-eight hours, upon private property without the consent of the owner in excess of twenty-four hours, or upon other public property for more than thirty days without the consent of the owner or person in charge of the property.
- B. "Abatement official" — shall mean the city manager, ~~planning and zoning~~ community development department director, fire chief, police chief, code enforcement officer or their designated representatives ~~are~~ authorized to enforce the provisions of this chapter.
- C. "Attractive nuisance" — shall mean a dangerous thing or condition that may foreseeably attract someone to come onto land, thereby causing a risk to their safety.
- D. "Board of appeals" — shall mean the Valdez city council.
- E. "Cinders," "dust," "fly ash," "noxious acids," "fumes" and "gases" — as used in this chapter shall mean all matter other than dense smoke, including smoke, cinders, dust and soot formed as the result of the combustion of fuels, which is carried in the gas streams so as to reach the external air and which has not been completely consumed by the combustion process.
- F. "dB(A)" — shall mean a measure of sound pressure level in decibels on the A-weighted scale.
- G. "Decibel meter" — shall mean an instrument to measure decibels which meets or exceeds American National Standards Institute (ANSI) Section 1.4 or the latest approved revision thereof.
- H. "Device" — shall mean any mechanism which is intended to produce or which actually produces sound when operated or handled.
- I. "Incidental expenses" — shall mean expenses associated with nuisance abatement, including, but not limited to, the actual expenses and costs of the city in the preparation of notices, specifications, contracts, overhead and inspection of the work and the cost of printing and mailing required hereunder.
- J. "Junk vehicle" — means a motor vehicle that:
 - 1. Is in a condition which exhibits two of the following elements: broken glass; missing wheels or tires; missing body panels or parts; missing drive train parts; or
 - 2. Is stripped, wrecked or otherwise inoperable due to mechanical failure.
- K. "Noise" — shall mean any sound which exceeds the prescribed decibel levels at a time and location described in this section.
- L. "Nuisance" — shall mean any violation of the city code, including the specific

prohibitions set forth in this chapter.

- M. "Responsible party" — shall mean any person, persons, corporation, or other legal entity, tenant, or lessee using or occupying a premises that causes, allows, maintains, or permits a nuisance to exist on any property within the city of Valdez.
- N. "Sound-amplifying equipment" — shall mean any machine or device for the amplification of the human voice, music or any other sound or noise.

§ 8.20.015. Inspections. (Ord. 19-02 § 1 (part))

- A. An abatement official may, upon presentation of credentials identifying the abatement official as a city employee, enter upon any affected property at any reasonable time to inspect the same or to perform any act or acts related to the performance of his or her enforcement duties, subject to the procedures below.
- B. Inspections may include or involve the taking of photographs, samples, measurements, surveys, or obtaining other physical evidence, and/or conferring with any person(s) present at the affected property or location, as permitted by law and consistent with legally recognized privacy rights.
- C. If an abatement official has reasonable cause to believe that a condition exists that poses an imminent or immediate threat of harm to persons or property, or to public health, welfare or safety, the abatement official may enter the affected property or location without prior notification to the owner or occupant, subject to privacy and personal property rights and any other applicable provisions of law, including the state and federal constitutions.
- D. In cases where the responsible party or owner of the property refuses to consent to an inspection and where the Constitution of the United States or of the state so requires, the abatement officer shall obtain an administrative search warrant authorizing an inspection and exhibit the warrant to the person in charge of the premises before conducting the inspection. The abatement officers shall apply to the trial courts of the state to obtain an administrative search warrant. The application for an administrative search warrant shall state the name and address of the premises to be inspected, the authority to conduct the inspection, the nature and extent of the inspection, and the facts and circumstances justifying the inspection.

§ 8.20.020. Nuisances designated—Acts prohibited. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1(part); Ord. 05-05 § 1; prior code § 16-1; Formerly 8.20.010)

- A. Nuisances shall include any violation of the city code, including whatever is forbidden by any provision of this chapter. Abatement of nuisances in accordance with the provisions of this chapter is in addition to any other administrative, civil, or criminal remedy permitted by law.
- B. It is unlawful or a civil violation ~~and a minor offense punishable by a fine as set forth in the fine schedule provided in Section 8.20.300 to cause, allow, maintain, or permit any nuisance enumerated in this chapter.~~

- C. Violations of sections 8.20.050, 8.20.060 and 8.20.070 constitute a minor offense punishable by a fine as set forth in the fine schedule in section 8.20.230. All other violations of this chapter are punishable by imposition of civil fines as set forth in section 8.20.240. ~~this chapter that require mandatory appearance are punishable by a fine of up to the maximum fine amount set out in Section 1.08.010.~~ Each day that a violation of this chapter continues shall constitute a separate offense.

§ 8.20.030. Enumerated—Acts prohibited in all zones. (Ord. 19-02 § 1 (part); Ord. 14-07§ 1; Ord. 11-02 § 1 (part); Ord. 05-05 § 2; prior code § 16-2; Formerly 8.20.020)

The following acts and conditions shall constitute a nuisance in all zones:

- A. Whatever injures or endangers the safety, health, comfort or repose of the public, offends public decency, interferes with, obstructs or renders dangerous any street, highway, navigable lake or stream, interferes with the provision of public services, or in any way renders the public insecure in life or property;
- B. Noise exceeding the prescribed levels set forth in Section 8.20.~~060~~050;
- C. Disposing of any refuse, garbage, manure, waste or other materials except at refuse disposal sites which have been approved and are supervised by the state health officer, or city manager, and which are clearly marked for such purpose;
- D. Dumping, abandoning, throwing, scattering or transporting anything in such manner as to cause the littering of any street, alley or public place, or of any private property not his/her own, or as to cause the obstruction of any ditch, drain or gutter, except as permitted in refuse disposal sites under subsection C of this section;
- ~~E. Any well, swimming pool or other dangerous excavation in the earth not completely covered, or guarded by a fence at least eight feet high of either solid panel or heavy woven wire construction or by other means of protection, including use of watchmen, which shall be fully effective at all times, including night hours;~~
- F. E. Buildings which are unoccupied and open to ingress and egress and which should be locked up, boarded up or otherwise secured from ingress or egress;
- G. F. Unoccupied buildings in a rotten or warped condition;
- H. G. Broken windows constituting hazardous conditions and inviting trespassers and malicious mischief;
- I. H. Overgrown vegetation causing detriment to neighboring properties or property values;
- J. I. Dead trees, ~~weeds~~ or debris:
 - ~~1. Constituting unsightly appearance; or~~
 - 1. Dangerous to public safety and welfare; or

2. Detrimental to nearby property or property values.

~~K.~~ J. Attractive nuisances including but not limited to attractive nuisances in the form of:

1. Abandoned and broken equipment; or
2. Hazardous pools, ponds and excavations not sufficiently protected from access by fencing or other means; or
3. Neglected machinery; or
4. Abandoned refrigerators; or
5. Abandoned automobiles or cabinets; or
6. Unsafe structures or buildings as defined in Title 15. ~~Section 15.04.070(G);~~

~~L. Broken or discarded furniture and equipment in yard areas for unreasonable periods, seven days being prima facie evidence of an unreasonable period;~~

M. K. Property, including but not limited to building exteriors, which is maintained in such conditions as to become so defective, unsightly or in such condition of deterioration or disrepair that such property causes appreciable diminution of the use, enjoyment, aesthetic or property values of surrounding property or is materially detrimental to nearby properties and improvements. This includes but is not limited to the keeping or disposing of or scattering over the property or premises of any of the following:

1. Lumber, junk, trash or debris; or
2. Abandoned, discarded or unused objects of equipment such as automobiles, trailers, vehicles, furniture, stoves, refrigerators, freezers, cans or containers; or
3. Stagnant water or excavations;

N. L. Dumping, pumping, placing, throwing or discharging any oil, bilge waters, refuse, garbage, or debris in the waters of Port Valdez.

~~§ 8.20.040. Enumerated—Acts prohibited in all zones except heavy and special industrial. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); Ord. 05-05 § 3; prior code § 16-3; Formerly 8.20.030)~~

~~The following acts and conditions shall constitute a nuisance in all zoning districts unless expressly permitted therein:~~

~~A. Packing boxes and other debris stored in yards and visible from public streets for unreasonable periods, seven days being prima facie evidence of an unreasonable period.~~

§ 8.20.050-040. Junk vehicles. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-4; Formerly 8.20.040)

- A. It is unlawful for any person to place any wrecked, junked or abandoned vehicle upon public property not set aside by law as a refuse disposal, or upon any private property, except licensed junk yards.
- B. It is unlawful for any owner, lessee, agent, tenant or occupant to allow or permit any wrecked, junked or abandoned vehicle to remain on any property owned or controlled by ~~them~~ **him**, except licensed junk yards.
- C. Any violation of subsection A or B of this section shall constitute a nuisance. The costs of abatement may be charged or assessed ~~by the city council~~ as provided by Section 8.20.~~210~~**190** against any or all of the following:
 - 1. The vehicle;
 - 2. The registered owner of the vehicle;
 - 3. Any person who has acquired the right to possession of the vehicle from or through the registered owner;
 - 4. Any person in violation of subsection A or B of this section;
 - 5. The owner, lessee, agent, tenant or person in control of the property where the vehicle was situated at the time of the notice to abate.
- D. As used in this section:
 - 1. "Abandoned vehicle" — means a motor vehicle left unattended, standing, parked upon or within ten feet of the traveled portion of a public roadway, or a public right-of-way, for a period in excess of forty-eight hours, upon private property without the consent of the owner in excess of twenty-four hours, or upon other public property for more than thirty days without the consent of the owner or person in charge of the property.
 - 2. "Junk vehicle" — means a motor vehicle that:
 - a. Is in a condition which exhibits two of the following elements: broken glass; missing wheels or tires; missing body panels or parts; missing drive train parts; or
 - b. Is stripped, wrecked or otherwise inoperable due to mechanical failure.
- E. A person having upon his premises an abandoned or junk vehicle which is in need only of reasonable repairs and is without available funds to obtain the required license or to make such repairs may apply to the city manager for a permit to keep the vehicle upon the premises.

§ 8.20.060-050. Noise. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); Ord. 09-06 § 1; Ord. 05-05 § 4; prior code § 16-5; Formerly 8.20.050)

- A.Intent. It is the intent of this section to endeavor to provide citizens with an

environment free from such excess sounds or noise as may jeopardize their health, welfare and safety, or degrade the quality of life.

B. Noise in Residential Districts.

1. General Restriction. It shall be unlawful for any person to use, operate, or emit or permit to be used, operated or emitted any source of sound which produces or reproduces sound either stationary or mobile in such a manner so as to create any sound or noise which exceeds sixty dB(A) during the hours of seven a.m. until ten p.m. or which exceeds fifty dB(A) from ten p.m. until seven a.m. when measured at or within the boundary of the property on which the sound is received.
2. Responsibility for Creation of Noise. Any person creating any such sound or noise as described in this section and/or anyone permitting such a sound or noise to be created in, or emanate from, any premises under his care, custody and control shall be presumed responsible for any such sound or noise.

C. Exceptions.

1. Emergency and Public Work. Noise or sound created in the performance of public service by governmental agencies or their contractors while performing snow removal services; or emergency work engaged in by persons for the public safety, health or welfare; or to restore property to a safe condition following a public emergency; or work to restore essential public services, including construction activities directly related to the abatement of any emergency, shall not be subject to the provisions of this section.
2. Noises from Authorized Activities. The prohibitions of this section shall not apply to air traffic, parades, cultural events, athletic games, fairs, or functions approved by the city.
3. Sirens, Horns and Whistles. The provisions of this section shall not apply to any siren, whistle, horn or bell used by emergency vehicles or civil defense or used by motor vehicles as warning devices to avoid collisions.
4. Bells or Chimes. The provisions of this section shall not apply to any bell or chimes, or any device for the production or reproduction of the sound thereof, which is associated with a clock or timekeeping device, church or school.
5. Burglar Alarms. The provisions of this section shall not apply to any burglar alarm or security device; provided, however, no burglar alarm or security device shall sound for more than fifteen minutes after being activated.
6. Construction Activity or Equipment. The provisions of this section shall not apply to any construction activity or equipment operated between the hours of seven a.m. and ten p.m.
7. Residential Power Tools and Equipment. The provisions of this section shall not apply to any residential power tools and equipment operated between the hours of seven a.m. and ten p.m.

8. Vessels. The provisions of this section shall not apply to the operation of any boat or vessel.
 9. Motor Vehicles. The provisions of this section shall not apply to the normal and usual operation of motor vehicles unless prohibited by state law.
 10. Residential/Commercial Snow Removal Activity or Equipment. Noise or sound created in the performance of residential/commercial snow removal by property owners or their contractors.
- D. Noise on Public Streets Generally. It shall be unlawful for any person to use, operate, or permit to be used or operated in or on a parked or moving motor vehicle any sound- amplifying equipment producing sound that is clearly audible at twenty-five feet or more from the motor vehicle on any public street or right-of-way within city limits.
- E. Temporary Waiver Permits. If the applicant can show to the city manager or his designee that a diligent investigation of available noise abatement techniques indicates that immediate compliance with the requirements of this chapter would be impractical or unreasonable, a permit to allow exception from the provisions contained in all or a portion of this chapter may be issued, with appropriate conditions to minimize the public detriment caused by such exceptions. Any such permit shall be of as short duration as possible, up to six months, but renewable upon a showing of good cause, and shall be conditioned by a schedule for compliance and details of methods therefor in appropriate cases.

§ 8.20.070060. Emission of smoke. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-6; Formerly 8.20.060)

- A. Prohibited. It is unlawful for any person to permit the emission of any smoke from any source that constitutes a nuisance by exposing the public to health risks or interfering with the reasonable enjoyment of private or public property. The emission of any such smoke is declared to be a nuisance.
- B. Exceptions.

This section shall not apply to:

1. The emission of smoke during temporary maintenance activities for a reasonable amount of time so long as the responsible party has taken all reasonable efforts to minimize the emission of such smoke.
2. Smoke from fires set by or permitted by any official if such fire is set or permission given in the performance of the official duties of such officer, and such fire in the opinion of such officer is necessary:
 - a. For the purpose of the prevention of a fire hazard which cannot be abated by any other means;
 - b. For the instruction of public employees in the methods of firefighting.

§ 8.20.080-070. Escape of soot, cinders, etc. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-7; Formerly 8.20.060)

A. Dangers to Public Health.

1. It is unlawful for any person to permit or cause the escape of such quantities of soot, cinders, noxious acids, fumes and gases in such place or manner as to:
 - a. Be detrimental to any person or the public;
 - b. Endanger the health, comfort and safety of any such person or of the public;
 - c. Cause or have a tendency to cause injury or damage to property or business.
2. The escape of such matter is declared to be a nuisance and may be summarily abated by the abatement official.

§ 8.20.090-080. Voluntary compliance agreements. (Ord. 19-02 § 1 (part))

The abatement official may enter into a voluntary compliance agreement with a responsible party. The voluntary compliance agreement is a written, signed commitment by the responsible party to abate existing nuisances or code violations. The voluntary compliance agreement shall include the following:

- A. The name and address of the responsible party;
- B. The address or other identification of the location of the violation;
- C. A description of the violation and a reference to the applicable code provisions;
- D. A description of required abatement or corrective action and the date and time within by which compliance must be completed;
- E. An acknowledgment that if the city determines that the terms of the voluntary compliance agreement are not met, the city may impose any remedy authorized by this chapter or other applicable code section(s); and
- F. An acknowledgment that by entering into the voluntary compliance agreement, the responsible party forfeits the right to appeal and admits that the conditions described in the voluntary compliance agreement existed and constituted a code violation.

§ 8.20.400090. Abatement—Commencement of proceedings. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); Ord. 05-05 § 5; prior code § 16-8; Formerly 8.20.080)

Whenever the abatement official has inspected any activity, condition or property and has found and determined that such activity, condition or property constitutes a nuisance, the abatement official may commence proceedings to have the nuisance abated by rehabilitation, repair or other appropriate action. The procedures set forth in this chapter shall not in any manner limit or restrict the city from enforcing city ordinances or abating nuisances in any other manner provided by law or by the common law, including by citing the responsible party and imposing a fine as provided in Section 8.20.020.

§ 8.20.110. Abatement—Standards to be followed. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-9; Formerly 8.20.090)

The abatement official, and the board of appeals, if an appeal is taken, shall order the means best abatement in the manner calculated to entirely abate ~~wholly~~ the nuisance with the least costs of abatement, and Demolition shall not be ordered if repair or removal may accomplish the abatement.

§ 8.20.120. Abatement—Notice and order. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-10; Formerly 8.20.100)

A. Issuance—Contents. The abatement official shall issue a notice and order directly to the record owners of the affected property, or the person committing, creating or maintaining the nuisance. The notice and order shall be approved as to form by the city attorney and shall contain:

1. The street address and legal description sufficient for identification of the affected property;
2. A statement that the abatement official has found the property affected with a nuisance,
with a brief and concise description of the nuisance as defined in this chapter;
3. A statement of the action required to be taken as determined by the abatement official to abate the nuisance by rehabilitation, repair, demolition or other action sufficient to cause the nuisance to be wholly abated;
4. A statement advising that if any required abatement is not commenced or completed within the time specified, the abatement official may ~~either~~:
 - a. Proceed to cause the necessary work to be done and charge the cost thereof against the property or its owner; ~~or~~ and
 - b. Seek other relief as provided by AS 29.25.070 and this code. ~~submit to the court an application for action to enjoin the violation. On application for injunctive relief and a finding of a violation or a threatened violation, the superior court shall grant the injunction.~~
5. Statements advising:
 - a. That any person having record title or legal interests in the property may appeal from the notice and order by filing with the city clerk within fifteen days unless such abatement will materially affect a building or structure permanently attached to real property, in which case thirty days shall be allowed from the date of service of such notice and order an appeal in writing in accordance with the appeal procedure as provided in Sections 8.20.180~~200~~, 8.20.190~~220~~ and 8.20.200~~230~~; and
 - b. Failure to appeal will constitute a waiver of all right to administrative hearing and determination of the order and will result in the abatement official proceeding with the remedies provided in subsections (A)(4)(a) and (b) of

this section.

6. No notice is required for abatement of a nuisance occurring on the public streets and rights-of-way, city properties and parks, or for summary abatement when permitted.

B. Service of Notice and Order.

1. The notice and order and any amended or supplemental notice and order shall be served upon the ~~record owner~~ responsible party by personal service, email with confirmation of receipt and acceptance, or by certified mail and posted on the property affected by the nuisance, and one copy thereof shall be served on the record owner of the property, ~~each of the following if known to the abatement official:~~
 - a. ~~The holder of any mortgage or deed of trust or other lien or encumbrance of record;~~
 - b. ~~The owner or holder of any lease of record;~~
 - c. ~~The owner of any other estate or legal interest of record in or to the property affected by the nuisance.~~
2. The failure of the abatement official to serve any person required to be served shall not invalidate any proceedings herein as to any other person duly served or relieve any such person from any duty or obligation imposed on him them by the provisions of this section. ~~No notice is required for abatement of a nuisance occurring on the public streets and rights-of-way, city properties and parks, or for summary abatement when permitted.~~

C. Method of Service. Service of the notice and order shall be made upon all persons entitled thereto either personally, ~~or~~ by mailing a copy of such notice and order by registered or certified mail, postage prepaid, return receipt requested, or by email with confirmation of receipt of delivery and acceptance, to each such person at his address as it appears on the last equalized assessment roll of the city or as known to the abatement official. If no address of any such person so appears or is known to the abatement official, any copies of notice or order shall be so mailed, addressed to such person, at the address of the property involved in these proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service by certified or registered mail or by email in the manner provided in this section shall be effective on the date of mailing.

D. Proof of Service. Proof of service of the notice and order shall be certified at the time of the service by written declaration under penalty of perjury executed by the person effecting service, declaring the time, date and manner in which service was made. The declaration, together with any receipt card returned as acknowledgment of receipt by certified or registered mail, or confirmation of receipt and acceptance by email, shall be affixed to the copy of the notice and order retained by the abatement official.

§ 8.20.430~~120~~. Abatement—Notice and order—Recordation. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-11; Formerly 8.20.100)

- A. If compliance is not had with the order within the time specified therein, and no appeals are properly and timely filed, the ~~abatement official~~ city clerk may have filed in the office of the Valdez recording district a certificate describing the property and certifying:
1. That the property is affected by a nuisance;
 2. That the owner and responsible party have been so notified.
- B. Whenever the public nuisance has been abated on a property described in the certificate, the abatement official shall file a new certificate with the office of the Valdez recording district certifying that the nuisance has been abated.

§ 8.20.440~~130~~. Abatement—Notice and order—Extension of time limit. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-12; Formerly 8.20.120)

Upon receipt of an application from the person required to conform to the order and agreement in writing by such person that he will comply with the order if allowed additional time, the abatement official may, at his discretion, grant an extension of time within which to abate the nuisance, if the abatement official determines that such an extension of time will not create or perpetuate a situation dangerous to life or property. The abatement official's authority to extend time is limited to the abatement of the nuisance and will not in any way affect or extend the time to appeal his notice and order.

§ 8.20.450~~140~~. Abatement—Notice and order—Posting. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-13; Formerly 8.20.130)

- A. Required. Every notice and order shall, in addition to being served as provided in Section 8.20.120(B), be posted in a conspicuous place upon the affected property.
- B. Compliance. No person shall remove or deface any such notice after it is posted until the required abatement has been completed. ~~Any person violating this subsection shall be guilty of a minor offense.~~

§ 8.20.460~~150~~. Abatement—Enforcement of order—Generally. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-14; Formerly 8.20.140)

- A. Violation. After any order of the abatement official or the board of appeals shall have become final, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order. ~~Any such person who fails to comply with any such order shall be guilty of a minor offense. Each day that a violation of this section continues shall constitute a separate offense punishable by a fine of up to the maximum fine set forth in Section 1.08.010.~~
- B. Failure to Obey Order. If, after any order of the abatement official or the board of appeals has become final, any person to whom such order is directed shall fail,

neglect or refuse to obey such order, the abatement official may:

1. ~~Cause such person to be prosecuted under subsection A of this section~~ Impose fines as provided in Section 8.20.250; and
 2. Institute any appropriate action to abate such nuisance under Section 8.20.~~110~~120(A)(4)(a) and (b);
- C. Failure to Commence Work. Whenever the required abatement is not commenced within fifteen days unless such abatement will materially affect a building or structure permanently attached to real property, in which case thirty days shall be allowed after the notice and order issued under this code becomes effective, the abatement official may, in addition to any other remedy herein provided, cause the nuisance to be abated with the cost of such abatement to be paid and recovered in the manner and method provided in Section 8.20.~~190~~ 210.
- D. Procedure. When any abatement of a nuisance under Section 8.20.150 (C) is ordered, the abatement official shall provide the order to the director of public works or the director of capital facilities, and such work shall be accomplished by city personnel or by private contract under the direction of such director.

~~§ 8.20.170. Abatement—Enforcement of order—Procedure—Costs. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-15; Formerly 8.20.150)~~

~~A. Procedure. When any abatement of a nuisance is to be done pursuant to Section 8.20.160(C), the abatement official shall issue his order therefor to the director of public works or the director of capital facilities and the work shall be accomplished by city personnel or by private contract under the direction of such director.~~

~~§ 8.20.180~~160. Abatement—Enforcement of order—Interference prohibited. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-16; Formerly 8.20.160)

No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the city or with any persons who own or hold any estate or interest in the premises affected by the nuisance which has been ordered abated, whenever such officer, employee, contractor or authorized representative of the city, or person having any interest or estate in the affected premises, is performing the necessary acts preliminary or incidental to such work authorized or directed pursuant to Section 8.20.~~160~~150.

~~§ 8.20.190. Abatement—Recovery of costs. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); Ord. 96-22 § 1; prior code § 16-17; Formerly 8.20.170)~~

~~A. The abatement official shall keep an account of the costs, including incidental expenses, of~~
~~abating each nuisance, including each separate lot or parcel of land where the abatement is done, and shall render an itemized report in writing to the city council showing the costs of abatement and manner of abatement of each nuisance, including any salvage value relating thereto.~~

~~B. Upon the completion of the abatement work, the abatement official shall prepare and file with the city clerk a report specifying the work done, itemizing the total cost of the work, the description of the property affected by the public nuisance and the names and addresses of the persons entitled to notice pursuant to Section 8.20.120(B). Before the report is submitted to the city council, a copy of a report shall be posted for at least five days upon the affected premises, together with a notice of the time when the report shall be heard by the city council.~~

~~C. The costs, including incidental expenses of abatement of such nuisance, shall be a lien against the property involved or may be made a personal obligation to the property owner, whichever the city shall determine is appropriate.~~

§ 8.20.200~~170~~. Abatement—Appeal. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); Ord. 96-22 § 2; prior code § 16-18; Formerly 8.20.180)

~~Any person entitled to service under Section 8.20.120(B)~~ The responsible party or property owner of record may appeal from the notice and order or any action of the abatement official concerning abatement of a nuisance in writing within the time limits set forth in Section 8.20.220 excluding the imposition of civil fines, which may be set forth in Section 8.20.240.

§ 8.20.220~~180~~. Appeal to the city council acting as the board of appeals. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); Formerly 8.20.200)

The city council shall act as the board of appeals for an appeal of any action of decision of the abatement official, excluding the imposition of civil fines, which may be appealed as set forth in Section 8.20.240.

A. Filing Limit. An appeal from any action or decision of the abatement official may be taken by any person or persons entitled to service under Section 8.20.~~110~~120(B). The appeal shall be in the form of a written statement, and state how the appellant will be affected or aggrieved by the action. The appeal must be filed within ~~fifteen~~ thirty days of the date of the action or decision by the abatement official. ~~(unless such abatement will materially affect a building or structure permanently attached to real property, in which case thirty days shall be allowed).~~ The notice of appeal must be filed with the city clerk.

B. Stay of Proceedings. The filing of an appeal shall stay all proceedings in the matter until a determination is made by the board of appeals, unless the board of appeals or a court issues an emergency enforcement order based on a certificate of imminent peril to life or property or otherwise.

~~B.~~C. Appeals Hearing. Upon a determination by the city clerk that an appeal is timely filed by a person entitled to service under Section 8.20.~~120~~110 (B) and the appeal pertains to the subject matter of the underlying action, the city clerk shall schedule an appeals hearing before the board of appeals no sooner than twenty days from the date of the appeal request. The appeals hearing may be scheduled during a regular or special city council meeting as deemed appropriate by the city clerk.

~~C.~~ D. Notice of Hearing..

1. Form of Notice. A notice of the date, time, and place of the appeals hearing before the board of appeals shall be served on the appellant and shall be titled "NOTICE OF HEARING," and shall set forth the reasons why a nuisance was declared, the specific city code provisions violated, and the methods of abatement available
2. Posting and Service. The abatement officer, as designated by the city manager, shall cause the notice of hearing to be served upon the owner(s) of the affected premises, and shall cause a copy of the notice to be conspicuously posted on the premises. The notice shall be posted and served at least ten days before the time set for the hearing. Proof of posting shall be made by declaration under penalty of perjury. The method of service of the notice shall be the same as specified in Section 8.20. ~~110~~ 120(B).

~~D.~~ E. Report. A report concerning each case appealed to the board of appeals shall be prepared by the abatement official and filed with the city clerk. Such report shall state the decision and recommendations of the abatement official together with reasons for the decision and recommendations for abating the nuisance. All data and evidence pertaining to the case shall accompany the report.

~~E.~~ F. Procedure for Hearing by Board of Appeals. An appeal before the board of appeals shall be conducted in accordance with the following procedures:

1. Failure of Appellant to Appear. If an appellant fails to appear in person, the board of appeals may proceed with the hearing.
2. Oath to Be Administered. Anyone testifying before the board of appeals shall be administered an oath prior to giving testimony.
3. Record. The city clerk shall be ex officio clerk of the board of appeals and shall keep verbatim stenographic records or electronic recordings of the board's proceedings, showing the vote of each member on every question and all of the evidence presented.
4. Burden of Proof. The burden of proof rests with the appellant. The city shall make available to the appellant all reasonably pertinent documents requested for presentation of the appeal.
5. Rules of Evidence. The hearing of an appeal shall be conducted informally. The board of appeals shall not be restricted by the formal rules of evidence; however, the chair may exclude evidence irrelevant to the issues appealed. ~~Hearsay evidence may be considered, provided there are adequate guarantees of its trustworthiness and that it is more probative on the point for which it is offered than any other evidence which the proponent can procure by reasonable efforts.~~
6. General Procedure. Each side shall have a total of no more than thirty minutes to present their case. Each side shall be responsible for dividing their thirty minutes between oral presentation, argument, testimony ~~(including witness testimony),~~

and rebuttal. The board may expand or limit the length of the hearing depending on its complexity or take other action to expedite the proceedings.

7. Order of Presentation. The appellant shall present argument first. Following the appellant, the abatement officer shall present the city's argument. The appellant may, at the discretion of the chair, make rebuttal presentations directed solely to the issues raised by the abatement officer. The members of the board of appeals may ask questions through the chair of either the appellant or the abatement officer at any time during the hearing.
8. Witnesses and Exhibits. The appellant and the abatement officer may offer oral testimony of witnesses and documentary evidence during the hearing. All testimony before the board of appeals shall be under oath.
9. Decision of Board of Appeals. At the conclusion of the hearing, the board of appeals shall, based on the information received at the hearing, determine whether the premises, or any part thereof, constitutes a nuisance as defined in the city code. If a majority of the entire board of appeals finds by a preponderance of the evidence that a nuisance does exist and that there is sufficient cause to rehabilitate, demolish or repair the property constituting the nuisance, the board of appeals shall issue a written decision setting forth its findings and, if a nuisance is found, ordering the owner or responsible party to abate the nuisance. The decision shall set forth the methods by which abatement may be achieved and deadlines by which the nuisance shall be abated by the owner or person having control or possession of the premises. A written decision of the board of appeals shall constitute a final determination on behalf of the city of Valdez, subject to appeal to the superior court.

~~F. Stay of Proceedings. The filing of an appeal shall stay all proceedings in the matter until a determination is made by the board of appeals, unless the board of appeals or a court issues an emergency enforcement order based on a certificate of imminent peril to life or property or otherwise.~~

§ 8.20. ~~230~~¹⁹⁰. Appeal to superior court. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); Formerly 8.20.210)

An appeal from any action, decision, ruling, judgment or order of the board of appeals may be ~~taken by any person or persons entitled to service under Section 8.20.120(B), or any officer or board of the city, to~~ made by the responsible party or record owner of the property. Any appeal shall be made by filing a notice of appeal with the superior court ~~by filing with the court,~~ with a copy to the city clerk, within thirty days from the date of the action appealed. ~~from, a notice of appeal which shall specify the grounds of such appeal.~~ Failure to file the notice of appeal in the manner and time specified shall forfeit any right to appeal. The filing of an appeal shall stay all proceedings in the matter until a determination is made by the court, unless the court issues an enforcement order based on a certificate of imminent peril to life or property.

§ 8.20. ~~240~~²⁰⁰. Summary abatement. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-19; Formerly 8.20.220)

A. General Procedure. The abatement official may proceed with a summary abatement

of a nuisance without notice where the abatement official determines that a nuisance is imminently dangerous to the health or safety of the occupants of the property or to the public. The abatement official may only pursue the level of abatement necessary to eliminate the immediacy of the hazard to the health and safety of the occupants or public.

- B. Summary Abatement Powers. After taking reasonable measures to contact the responsible party regarding the existence of a nuisance that immediately threatens health or safety and attempting to secure immediate abatement action from the responsible party, the abatement official may exercise the following powers upon finding that summary abatement is appropriate to the extent necessary to protect the health and safety of the occupants or the public:
1. Order the immediate vacation of any tenants and prohibit occupancy until all repairs are completed; or
 2. Post the premises as unsafe, substandard or dangerous; or
 3. Board, fence or secure the building or site; or
 4. Raze and grade that portion of the building or site to prevent further collapse and remove any hazard to the general public; or
 5. Make any minimal emergency repairs as necessary to eliminate any imminent life safety hazard; or
 6. Take any other action as appropriate under the circumstances.
- C. Post-Abatement Notice. After the summary abatement is completed, the city shall serve the responsible parties with a notice that states:
1. The actions taken by the city and the reasons for the actions;
 2. The right to contest the abatement by appealing within ten days of receiving the notice; and
 3. A statement of the costs of the abatement and notice of the city's intent to collect.
- D. Post-Summary Abatement Appeals. If a summary abatement occurs in a manner that causes costs to accrue to the responsible party or materially impacts the responsible party's property rights, the responsible party may appeal the decision for a determination by the board of appeals regarding whether the summary abatement was required. The appeals procedures set forth in this chapter shall apply to a post-summary abatement appeal. The city shall bear the burden to show the summary abatement was required by a preponderance of the evidence.

§ 8.20.210. Abatement—Recovery of costs. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); Ord. 96-22 § 1; prior code § 16-17; Formerly 8.20.170)

- A. Upon the completion of the abatement work, the abatement official shall prepare a report specifying the work done, itemizing the total cost of the work, the description**

of the property affected by the public nuisance and the names and addresses of the responsible party and record owner of the property. The abatement official shall serve the report with a demand for payment on the responsible party and record owner of the property and post the report on the property.

- B. Failure to pay for abatement costs within thirty days of the date of posting set forth in subsection A. above, or such other date as may be agreed upon between the city manager or their designee and the responsible party may result in the imposition of fines as provided in Section 8.20.240.
- C. If not paid in accordance with subsection B above, the costs, including incidental expenses of abatement of such nuisance, shall be a lien against the property involved or may be made a personal obligation to the property owner, whichever the city shall determine is appropriate.

§ 8.20.~~220~~250. Remedies. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-20;Formerly 8.20.230)

The remedies provided for in this chapter shall be cumulative and in addition to other remedies or procedures provided elsewhere in this code or by common law. In addition, a nuisance may be abated by the city in a civil action. When a lien has been placed upon a property, the city may bring an action of foreclosure as provided in AS 9.45.170.

§ 8.20.~~230~~300. Minor offense fine schedule.

The penalty for violations of Sections 8.20.050, 8.20.060 and 8.20.070 of this chapter shall be as reflected in the fine schedule set forth in this section. Court appearance is optional upon citation for a violation of those sections of this chapter that appear in the fine schedule set out in Section 1.08.030 and as reflected in the fine schedule set forth in this section.

Code Section	OFFENSE DESCRIPTION	Court Appearance	Penalty/Fine
8.20.020	Nuisances designated—Acts prohibited—first offense	Optional	\$100.00
8.20.020	Nuisances designated—Acts prohibited—second offense	Optional	\$250.00
8.20.020	Nuisances designated—Acts prohibited—third and subsequent	Optional	\$500.00
8.20.030	Enumerated—Acts prohibited in all zones—first offense	Optional	\$100.00
8.20.030	Enumerated—Acts prohibited in all zones—second offense	Optional	\$250.00
8.20.030	Enumerated—Acts prohibited in all zones—third and subsequent	Optional	\$500.00
8.20.040	Enumerated—Acts prohibited in all zones except heavy and special industrial—first offense	Optional	\$100.00
8.20.040	Enumerated—Acts prohibited in all zones except heavy and special industrial—second offense	Optional	\$250.00
8.20.040	Enumerated—Acts prohibited in all zones except heavy and special industrial—third and subsequent	Optional	\$500.00
8.20.050	Junk vehicles—first and subsequent	Optional	\$500.00
8.20. 050 060	Noise—first offense	Optional	\$100.00
8.20. 050 060	Noise—second offense	Optional	\$250.00
8.20. 050 060	Noise—third and subsequent	Optional	\$500.00
8.20. 060 070	Emission of smoke—first offense	Optional	\$100.00
8.20. 060 070	Emission of smoke—second offense	Optional	\$250.00
8.20. 060 070	Emission of smoke—third and subsequent	Optional	\$500.00
8.20. 070 080	Escape of soot, cinders, etc.—first offense	Optional	\$100.00
8.20. 070 080	Escape of soot, cinders, etc.—second offense	Optional	\$250.00
8.20. 070 080	Escape of soot, cinders, etc.—third and subsequent	Optional	\$500.00

§ 8.20.240 Civil fines.

In addition to other remedies provided, violation of this Chapter may result in the imposition of civil fines as provided herein. Unless another penalty is expressly provided for any particular violation, each violation of this chapter is a noncriminal infraction, punishable by a civil fine of \$250. Each day that a violation punishable by a civil fine continues shall constitute

a separate violation. Appeal of a notice of violation for civil fines may be taken as provided in Section 1.08.050.

Section 2: This ordinance shall take effect immediately following final approval and adoption by the Valdez City Council.

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

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Jake Staser, City Attorney
Brena, Bell, & Walker, P.C.

First Reading:
Second Reading:
Adoption:
Yeas:
Noes:
Absent:
Abstaining:



Legislation Text

File #: ORD 25-0014, **Version:** 1

ITEM TITLE:

#25-14 - Amending Chapter 1.08 of the Valdez Municipal Code Titled General Penalty. 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:

Ordinance #25-14 amends Chapter 1.08 by establishing Section 1.08.040 - Civil Fines, and Section 1.08.050 - Administrative Appeal for Civic Fines. And further, removing certain violations in Chapter 8.20 from the table of minor offenses for the purpose of imposing a civil fine for such violations.

CITY OF VALDEZ, ALASKA

ORDINANCE #25-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AMENDING CHAPTER 1.08 OF THE VALDEZ MUNICIPAL CODE TITLED GENERAL PENALTY

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

Section 1: Chapter 1.08, Section 1.08.030 of the Valdez Municipal Code is
hereby amended to read as follows:

GENERAL PENALTY

Sections:

1.08.010 General penalty—Continuing violations.

1.08.020 Surcharge.

1.08.030 Minor offense fine schedule.

1.08.040 Civil fines.

1.08.050 Administrative appeal for civil fines.

1.08.010 Minor offense general penalty—Continuing violations.

A. Unless another penalty is expressly provided by law, every person convicted of a minor offense for violating any provision of this code shall be punished by a fine of not more than five hundred dollars.

B. Except where otherwise provided, every day any violation of this code or any other ordinance of the city or such rule, regulation or order shall continue shall constitute a separate offense. (Ord. 18-02 § 1 (part); Ord. 17-07 § 1 (part); Ord. 17-02 § 1: prior code § 1-7)

1.08.020 Minor offense surcharge.

In addition to any penalty prescribed by law, a defendant convicted of a minor offense for violating a municipal ordinance shall pay the surcharge required under AS 12.55.039 and 29.25.074. All such surcharges collected shall be remitted to the state of Alaska as required by AS 29.25.074. (Ord. 18-02 § 1 (part); Ord. 17-07 § 1 (part))

1.08.030 Minor offense fine schedule.

In accordance with AS 29.25.070(a), citations for the following offenses may be disposed of as provided in AS 12.25.195 through 12.25.230, without a court appearance, upon payment of the fine amounts listed below to the court within thirty days of the date of the citation, plus the state surcharge required by AS 12.55.039 and 29.25.074. The Rules of Minor Offense Procedure in the Alaska Rules of Court apply to all offenses listed below. Citations charging these offenses must meet the requirements of the Minor Offense Rules. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed below. If an offense is not listed on this fine schedule or another fine schedule, the defendant must appear in court to answer to the charges. These fines may not be judicially reduced.

MUNICIPAL CODE SECTION	OFFENSE DESCRIPTION	COURT APPEARANCE	PENALTY/FINE
6.08.010	Cleanup and disposal of animal litter or excrement required—first offense	Optional	\$25.00
6.08.010	Cleanup and disposal of animal litter or excrement required—second offense	Optional	\$50.00
6.08.010	Cleanup and disposal of animal litter or excrement required—third offense	Optional	\$100.00
6.08.010	Cleanup and disposal of animal litter or excrement required—fourth and subsequent	Optional	\$300.00
6.08.020	Animal running at large prohibited—first offense	Optional	\$25.00
6.08.020	Animal running at large prohibited—second offense	Optional	\$50.00
6.08.020	Animal running at large prohibited—third offense	Optional	\$100.00
6.08.020	Animal running at large prohibited—fourth and subsequent	Optional	\$300.00
6.08.040(A)(1)	Negligent feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited—first offense	Optional	\$25.00
6.08.040(A)(1)	Negligent feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited—second offense	Optional	\$50.00
6.08.040(A)(1)	Negligent feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited—third offense	Optional	\$100.00
6.08.040(A)(1)	Negligent feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited—fourth and subsequent	Optional	\$300.00
6.08.040(A)(2)	Intentional feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited—first offense	Optional	\$50.00
6.08.040(A)(2)	Intentional feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited—second offense	Optional	\$100.00
6.08.040(A)(2)	Intentional feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited—third offense	Optional	\$200.00
6.08.040(A)(2)	Intentional feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited—fourth and subsequent offense	Optional	\$400.00

MUNICIPAL CODE SECTION	OFFENSE DESCRIPTION	COURT APPEARANCE	PENALTY/FINE
6.08.050	Keeping wild animals within the city prohibited—first offense	Optional	\$50.00
6.08.050	Keeping wild animals within the city prohibited—second offense	Optional	\$100.00
6.08.050	Keeping wild animals within the city prohibited—third offense	Optional	\$200.00
6.08.050	Keeping wild animals within the city prohibited—fourth and subsequent offense	Optional	\$400.00
6.08.090	Continuous noise by animal prohibited—first offense	Optional	\$25.00
6.08.090	Continuous noise by animal prohibited—second offense	Optional	\$50.00
6.08.090	Continuous noise by animal prohibited—third offense	Optional	\$100.00
6.08.090	Continuous noise by animal prohibited—fourth and subsequent offense	Optional	\$300.00
6.08.100	Failure to confine female dog or cat in heat—first offense	Optional	\$25.00
6.08.100	Failure to confine female dog or cat in heat—second offense	Optional	\$50.00
6.08.100	Failure to confine female dog or cat in heat—third offense	Optional	\$100.00
6.08.100	Failure to confine female dog or cat in heat—fourth and subsequent offense	Optional	\$300.00
6.08.110	Tethering/chaining/crating of animals restricted—first offense	Optional	\$50.00
6.12.010	Dog license required—first offense	Optional	\$25.00
6.12.010	Dog license required—second offense	Optional	\$50.00
6.12.010	Dog license required—third offense	Optional	\$100.00
6.12.010	Dog license required—fourth and subsequent offense	Optional	\$300.00
6.12.020	Display of license tag on dog required	Optional	\$25.00
6.12.030	Vaccination of dogs required—first offense	Optional	\$25.00
6.12.030	Vaccination of dogs required—second offense	Optional	\$50.00
6.12.030	Vaccination of dogs required—third offense	Optional	\$100.00
6.12.030	Vaccination of dogs required—fourth and subsequent offense	Optional	\$300.00

MUNICIPAL CODE SECTION	OFFENSE DESCRIPTION	COURT APPEARANCE	PENALTY/FINE
6.12.040	Kennel licenses required—first offense	Optional	\$50.00
6.12.040	Kennel licenses required—second offense	Optional	\$100.00
6.12.040	Kennel licenses required—third offense	Optional	\$200.00
6.12.040	Kennel licenses required—fourth and subsequent offense	Optional	\$400.00
6.13.010	Excessive number of cats prohibited—first offense	Optional	\$25.00
6.13.010	Excessive number of cats prohibited—second offense	Optional	\$50.00
6.13.010	Excessive number of cats prohibited—third offense	Optional	\$100.00
6.13.010	Excessive number of cats prohibited—fourth and subsequent offense	Optional	\$300.00
6.13.020	Cattery license required—first offense	Optional	\$50.00
6.13.020	Cattery license required—second offense	Optional	\$100.00
6.13.020	Cattery license required—third offense	Optional	\$200.00
6.13.020	Cattery license required—fourth and subsequent offense	Optional	\$400.00
8.20.020	Nuisances designated—Acts prohibited—first offense	Optional	\$100.00
8.20.020	Nuisances designated—Acts prohibited—second offense	Optional	\$250.00
8.20.020	Nuisances designated—Acts prohibited—third and subsequent	Optional	\$500.00
8.20.030	Enumerated—Acts prohibited in all zones—first offense	Optional	\$100.00
8.20.030	Enumerated—Acts prohibited in all zones—second offense	Optional	\$250.00
8.20.030	Enumerated—Acts prohibited in all zones—third and subsequent	Optional	\$500.00
8.20.040	Enumerated—Acts prohibited in all zones except heavy and special industrial—first offense	Optional	\$100.00
8.20.040	Enumerated—Acts prohibited in all zones except heavy and special industrial—second offense	Optional	\$250.00
8.20.040	Enumerated—Acts prohibited in all zones except heavy and special industrial—third and subsequent	Optional	\$500.00

MUNICIPAL CODE SECTION	OFFENSE DESCRIPTION	COURT APPEARANCE	PENALTY/FINE
8.20.050	Junk vehicles—first and subsequent	Optional	\$500.00
8.20.060	Noise—first offense	Optional	\$100.00
8.20.060	Noise—second offense	Optional	\$250.00
8.20.060	Noise—third and subsequent	Optional	\$500.00
8.20.070	Emission of smoke—first offense	Optional	\$100.00
8.20.070	Emission of smoke—second offense	Optional	\$250.00
8.20.070	Emission of smoke—third and subsequent	Optional	\$500.00
8.20.080	Escape of soot, cinders, etc.—first offense	Optional	\$100.00
8.20.080	Escape of soot, cinders, etc.—second offense	Optional	\$250.00
8.20.080	Escape of soot, cinders, etc.—third and subsequent	Optional	\$500.00
9.12.010	Disorderly conduct—first offense	Optional	\$50.00
9.12.010	Disorderly conduct—second offense	Optional	\$100.00
9.12.010	Disorderly conduct—third offense	Optional	\$200.00
9.12.010	Disorderly conduct—fourth and subsequent	Optional	\$400.00
9.12.030	Loitering on school grounds—first offense	Optional	\$50.00
9.12.030	Loitering on school grounds—second offense	Optional	\$100.00
9.12.030	Loitering on school grounds—third offense	Optional	\$200.00
9.12.030	Loitering on school grounds—fourth and subsequent	Optional	\$400.00
9.12.070(A)	Use of fireworks outside of permitted times prohibited	Optional	\$100.00
9.12.070(C) and (D)	Negligent use of fireworks or use while under influence prohibited	Optional	\$300.00
9.20.010(H) and (I)	Harvesting of trees without permit prohibited—first offense	Optional	\$50.00
9.20.010(H) and (I)	Harvesting of trees without permit prohibited—second and subsequent	Optional	\$100.00
9.24.070	Sale of tobacco to children under nineteen years of age prohibited—first offense	Optional	\$300.00
9.24.070	Sale of tobacco to children under nineteen years of age prohibited—second offense	Optional	\$400.00
9.24.070	Sale of tobacco to children under nineteen years of age prohibited—third and subsequent	Optional	\$500.00

MUNICIPAL CODE SECTION	OFFENSE DESCRIPTION	COURT APPEARANCE	PENALTY/FINE
9.32.010	Discharge of firearms—first offense	Optional	\$100.00
9.32.010	Discharge of firearms—second offense	Optional	\$200.00
9.32.010	Discharge of firearms—third offense	Optional	\$300.00
9.32.010	Discharge of firearms—fourth and subsequent offense	Optional	\$500.00
10.12.020	Parking prohibited in specific areas	Optional	\$50.00
10.12.030	Temporary prohibitions on parking	Optional	\$80.00
10.16.020	Special rules for snowmobiles—first offense	Optional	\$50.00
10.16.020	Special rules for snowmobiles—second offense	Optional	\$100.00
10.16.020	Special rules for snowmobiles—third and subsequent offense	Optional	\$150.00
10.16.030	Special rules for all-purpose vehicles—second offense	Optional	\$50.00
10.16.030	Special rules for all-purpose vehicles—second offense	Optional	\$100.00
10.16.030	Special rules for all-purpose vehicles—third and subsequent offense	Optional	\$150.00

1.08.040 Civil fines.

Civil fines may be imposed as specifically provided in this code.

A. Penalty. The civil fine for violations of this code shall be the amount specifically provided by ordinance or resolution. Except where otherwise provided, every day any violation subject to a civil fine continues shall constitute a separate violation.

B. Notice of Violation. When a civil fine is imposed, a notice of violation shall be issued. The notice of violation shall be served on the responsible property by personal service or certified mail and, when real property is involved, posted on the property. Fines must be paid within 30 days of posting or service of the notice of violation.

C. Collection of fines, penalties, and costs. Failure to pay all fines, penalties late payment fees, and costs described in this section shall, upon the expiration of any time for appeal, be indebted to the municipality in the amount of such fines, penalties, late payment fees, and costs. Such fines, penalties, late payment fees, and costs may be a lien against the property involved or may be made a personal obligation, whichever the city manager shall determine is appropriate. In addition to or in lieu of any other provision for collection of such fines, penalties, late payment fees, and costs, the city may collect these amounts as a debt and may use such collection services and methods as are determined by the city manager.

D. Collection costs. In addition to the fines and penalties described above, the violator shall pay all collection and legal costs incurred in collection of a fine or penalty exclusive of the costs of prosecution in the event a minor offense citation has been issued; and the costs of mailing the notice.

1.08.050 Administrative appeal for civil fines

A. Right to Appeal and Time for Appeal. Any person(s) who have been issued a notice of violation may appeal the notice of violation by filing an appeal with the city manager within ten (10) days of the date of the notice of violation. The city manager shall prepare appeal forms which the appellant may use.

B. Hearing Officer. The city manager or such person(s) as the city manager may designate shall serve as hearing officer for notice of violation appeals and shall have authority to decide such appeals.

C. Contents of Appeal. An appeal must be in writing and contain the following information:

1. Name and mailing address of the appellant.
2. Number or other sufficient identification of the notice of violation.
3. Statement of the reasons for the appeal.
4. Any facts, documents, photographs, witness statements, or other evidence supporting the appeal; and
5. Statement as to whether the appellant requests a hearing before a hearing officer, or whether the appeal can be decided without a hearing. If the appellant waives hearing, the hearing officer may decide the appeal based on the written statements of the appellant, the issuing officers and any witnesses as contained in the notice or other written reports.

D. Date of Hearing. Unless otherwise agreed to by the appellant and the hearing officer, a hearing requested under this section shall be held no later than fifteen (15) business days from the date the written notice of appeal is filed with the city manager.

E. Procedure. The hearing shall be conducted informally and may be governed by such rules as the hearing officer may choose to establish, except that:

1. Parties may appear in person or through counsel.
2. Parties may present witnesses and evidence on their own behalf and witnesses may be cross-examined.
3. The hearing is not governed by the formal rules of evidence. The hearing officer may consider evidence that the officer reasonably deems to be both relevant and material to the contested issues.
4. All hearings shall be open to the public.

5. The hearing shall be memorialized by electronic recording or stenographic record.
6. Failure of the appellant to appear at a hearing requested by the appellant shall waive all right to a hearing and shall render the amount of the fine due and owing.

F. Scope of Review. The hearing officer's decision shall be based on the law and facts applicable to the case. The hearing officer may exercise independent judgment and reasonable discretion, applied in a consistent manner, in deciding appeals and may affirm, modify, or dismiss the notice of violation.

G. Decision. No later than ten (10) business days following the hearing, the hearing officer shall issue a written decision setting out the hearing officer's findings and conclusions. The decision should also include the following statement: "This is the final decision of the City of Valdez and a party disputing this decision has thirty (30) days from the date this decision was mailed or distributed to file an appeal with the Superior Court for the State of Alaska, Third Judicial District at Valdez, Alaska, in accordance with the Alaska Rules of Appellate Procedure." The decision shall be mailed or otherwise distributed to all parties to the appeal.

H. Judicial Appeal. The decision of the hearing officer may be appealed to the Superior Court for the State of Alaska, Third Judicial District at Valdez, Alaska, in accordance with the Alaska Rules of Appellate Procedure.

Section 2: This ordinance shall take effect immediately following final approval and adoption by the Valdez City Council.

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

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Jake Staser, City Attorney
Brena, Bell, & Walker, P.C.

First Reading:
Second Reading:
Adoption:
Yeas:
Noes:
Absent:
Abstaining:



Legislation Text

File #: RES 25-0043, **Version:** 1

ITEM TITLE:

#25-43 - Authorizing City Administration to Waive Late Fees and Penalties from Individual Federal Employees for City Services for the Duration of Any Federal Government “Shut-Down” Furlough Period in 2025

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

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

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

This resolution aims to mitigate the impact of the furlough on Valdez’s federal government employees by waiving all related interest and penalty charges, for furloughed federal employees.

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CITY OF VALDEZ, ALASKA

RESOLUTION #25-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING CITY ADMINISTRATION TO WAIVE LATE FEES AND PENALTIES FROM INDIVIDUAL FEDERAL EMPLOYEES FOR CITY SERVICES FOR THE DURATION OF ANY FEDERAL GOVERNMENT “SHUT-DOWN” FURLOUGH PERIOD IN 2025

WHEREAS, Council acknowledges the hardship borne by Valdez citizens employed by the Federal Government resulting from the current furlough; and

WHEREAS, Council desires to mitigate the impact of the furlough by waiving interest and penalty charges for late payments for furloughed federal employees; and

WHEREAS, deferrals of payments-due and waivers of related interest and penalties may not be implemented for taxes levied; and

WHEREAS, amendments to the City’s established billing policies require City Council approval via Resolution.

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

City Administration is authorized to waive interest and penalty charges for late payments for the duration of any Federal Government “shut-down” furlough period in 2025.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 7th day of October, 2025.

City of Valdez, Alaska

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: RES 25-0044, **Version:** 1

ITEM TITLE:

#25-44 - Authorizing a Temporary Access Agreement with East Peak Resort, LLC, Rydor Enterprises, LLC, Camicia Creek Landholdings, LLC, and Brandon Reese, for Access of Parcels A-1-A, A-1-B, Rydor Subdivision 2022, Parcel A-2, Tract A, Parcel B, Tract B, ASLS 79-116, and Parcel C, Rydor Subdivision 2019 Addition Across City of Valdez Property

SUBMITTED BY: Kate Huber, Community Development Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Approval of Resolution #25-44 Authorizing a Temporary Access Agreement with East Peak Resort, LLC, Rydor Enterprises, LLC, Camicia Creek Landholdings, LLC, and Brandon Reese, for Access of Parcels A-1-A, A-1-B, Rydor Subdivision 2022, Parcel A-2, Tract A, Parcel B, Tract B, ASLS 79-116, and Parcel C, Rydor Subdivision 2019 Addition Across City of Valdez Property

SUMMARY STATEMENT:

On September 24, 2025, Nate Smith on behalf of East Peak Resort, LLC, Rydor Enterprises, LLC, and Camicia Creek Landholdings, LLC requested an updated access agreement across City of Valdez lands for access of parcels A-1, A-2 and B, ASLS 79-116 and Tract C of Rydor Subdivision 2019 Addition.

The parcels were purchased from the City of Valdez by Rydor Enterprises and Camicia Creek Landholdings in 2008 and 2019. Since the time of purchase, City Council has authorized access via resolution and access agreements.

In September 2025, Mr. Smith requested permission to create an alternate route of their existing trail where Slater Creek had eroded the previous trail. At this time, city staff determined that their previous access agreement had expired at the end of 2024 and new agreement was required. Because of the urgent nature of the request to make necessary trail modifications, staff worked with the City Attorney and City Manager to execute a short-term access agreement for their immediate needs. The agreement, executed on September 26, 2025 and expiring on October 7, 2025 is attached. The process for this agreement followed a similar process utilized by past City Managers to authorize short-term access for events, like the Mayor's Cup snow machine race. The terms for this agreement

were the same as the 2022 Access Agreement approved by City Council.

The longer-term 2025 access agreement requires approval by City Council via resolution. Brandon Reese is included in the proposed access agreement, as he previously purchased Parcel A-1-B, Rydor Subdivision 2022 Replat. After speaking with Mr. Smith about his request, staff contacted Mr. Reese to confirm his desire to be included in the access agreement approved by City Council.

If the resolution is approved by City Council, staff will work with requesters and the City Attorney to execute an access agreement expiring on December 31, 2027.

All parties authorized access by the agreement must obtain any required State or Federal permits on their approved routes, including Fish Habitat permits for stream crossing.

Prior to further development of the private properties in this area, permanent access will need to be established. This agreement is not meant to establish a route for that permanent access - it is intended to grant temporary access to the property owners via trail access on a temporary basis.

CITY OF VALDEZ, ALASKA

RESOLUTION #25-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT GRANTING PERMISSION TO RYDOR ENTERPRISES, LLC, CAMICIA CREEK LANDHOLDINGS, LLC, EAST PEAK RESORT, AND BRANDON REESE, ACCESS PARCEL A-1-B AND A-1-A RYDOR SUBDIVISION 2022, PARCEL A-2 TRACT A ASLS 79-116 & PARCEL B, TRACT B, ASLS 79-116, AND PARCEL C RYDOR SUBDIVISION 2019 ADDITION ACROSS CITY-OWNED PROPERTY OVER THE ALPETCO ROAD TRAIL

WHEREAS, the City of Valdez sold Rydor Enterprises, LLC 100 acres of property within Tract A and Tract B, ASLS 79-116, known as Parcels A-1-B and A-1-A Rydor Subdivision 2022 Replat, Parcel A-2 Tract A ASLS 79-116 & Parcel B, Tract B, ASLS 79-116, and Parcel C Rydor SUBD 2019 Addition; and

WHEREAS, Rydor Enterprises, LLC, Camicia Creek Land Holdings, LLC, East Peak Resort, and Brandon Reese require access to the properties for future mountain recreation development; and

WHEREAS, this property has no developed physical access, and Rydor Enterprises, LLC, Camicia Creek Land Holdings, LLC, East Peak Resort, and Brandon Reese are requesting access across City property for the purpose of continuing the process of development; and

WHEREAS, the City Council approved Resolution 08-25 on June 2, 2008 authorizing temporary and insured access to the properties via the Alpetco Road trails; and

WHEREAS, the City Council approved Resolution 21-20 on May 18th, 2021 authorizing temporary and insured access to the properties via the Alpetco Road trails; and

WHEREAS, the City Council authorized temporary access via the Alpetco Road trails on May 17, 2022; and

WHEREAS, the City staff authorized temporary access via the Alpetco Road trails again on September 27, 2025 to accommodate access until October 7, 2025 to allow time for Council to review a resolution granting access; and

WHEREAS, the City wishes to grant Rydor Enterprises, LLC, Camicia Creek Land Holdings, LLC, East Peak Resort, and Brandon Reese access while maintaining public use of existing trails; and

WHEREAS, the City of Valdez needs to be protected against liability that may result from the access provided under this Resolution; and

WHEREAS, the City of Valdez needs to ensure all required state and federal permits are obtained for all actions taken on its land.

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

Section 1. The City Manager of the City of Valdez, Alaska is authorized to negotiate the terms of this access agreement with the applicants, and to sign documents pertinent to this instrument on behalf of the City of Valdez.

Section 2. Rydor Enterprises, LLC, Camicia Creek Land Holdings, LLC, East Peak Resort, and Brandon Reese, are granted access for purposes of project development over the Alpetco Road trail (route shown in Exhibit A) until December 31, 2027, or until otherwise revoked by Council resolution so long as all other requirements of this Resolution are satisfied.

Section 3. The City, acting through the City Manager, may restrict any form of access not expressly provided for by this Resolution.

Section 4. For the duration of the access grant, Rydor Enterprises, LLC, Camicia Creek Land Holdings, LLC, East Peak Resort, and Brandon Reese shall maintain a \$1,000,000 general liability policy for the access area naming the City of Valdez as an additional insured, proof of which must be submitted to the City Manager prior to using the access area under this Resolution.

Section 4. In conformance with state and federal regulations, all required Alaska Department of Fish and Game Fish Habitat Permits and other applicable state and federal permits shall be obtained and submitted to the City Manager for inspection prior to using the access area under this Resolution.

Section 5. Rydor Enterprises, LLC, Camicia Creek Land Holdings, LLC, East Peak Resort, and Brandon Reese shall not allow access through the locked gate maintained by the City to third parties without prior written consent from the City, unless such access is directly associated with the performance of work under an approved building permit or development activity.

Section 6. Rydor Enterprises, LLC, Camicia Creek Land Holdings, LLC East Peak Resort, and Brandon Reese use of the access area is not exclusive and shall not unreasonably interfere with the use of the public or the City.

Section 7. No clearing, brush disposal, or trail modification within the access area shall occur without the prior approval of a plan for such activities by the City Manager.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 7th day of October, 2025.

CITY OF VALDEZ, ALASKA

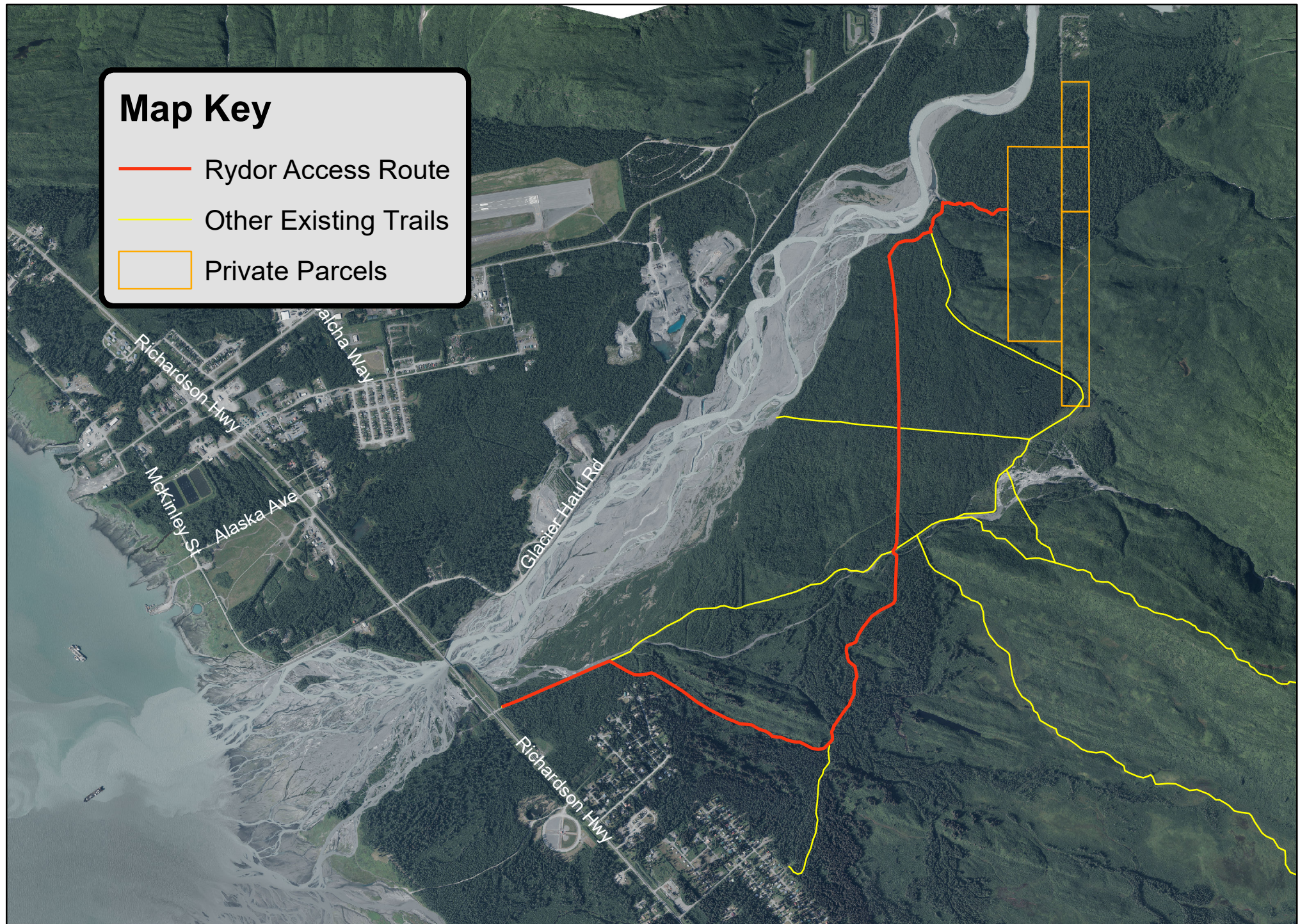
Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



EXHIBIT A - "GLACIER STREAM EAST" TRAILS



Map Key

- Rydor Access Route
- Other Existing Trails
- Private Parcels

0 0.5 1 Mile

Information displayed is for informational purposes only. The City of Valdez makes no warranties, expressed or implied as to the veracity or accuracy of the information herein.

TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT ("Agreement") is made and entered into this the 26th day of September, 2025, by and between the City of Valdez, Alaska ("Grantor" or "City"), and Rydor Enterprises LLC., Camicia Creek Landholdings, LLC, and East Peak Resort (together "Grantee"). Grantor and Grantee are sometimes herein referred to individually as a "Party" and together as the "Parties."

A. THE PARTIES MUTUALLY COVENANT AS FOLLOWS:

1. For and in consideration of a total payment of zero Dollars (\$00.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and the keeping and the performance of the covenants and agreements hereinafter expressed, Grantor grants to Grantee a non-exclusive license for temporary access to cross the Grantor's property (hereinafter, the "Property") located in the City of Valdez, Alaska as set forth in the attached Exhibit A, which identifies the Property Access Trail ("Trail").

2. Subject to the covenants and agreements set forth herein, Grantee may access the Property for the sole purpose of crossing over the Property for the term beginning the 27th day of September, 2025 and ending the 7th day of October, 2025. Grantor may mark the Trail with trail markings such as colored plastic tape and Grantees agree that they and their employees or guests shall stay within trail markings when crossing the Property.

3. This grant of access is subject to any and all previously granted easements, rights-of-way, licenses and conveyances, recorded or unrecorded. It is Grantee's sole responsibility to determine the existence of any rights, uses or installations conflicting with Grantee's use of the Property hereunder. Grantee agrees to not interfere with any use in Property by any other party under a previous grant. Grantee understands and agrees that Grantor makes no representations concerning ownership of nor warrants title to any of the Property. To the extent that this grant of access may encroach on lands not owned or controlled by Grantor, Grantee assumes all responsibility for any such encroachment.

4. Grantor and Grantee agree that this Agreement including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the Parties except as set forth herein with respect to the use of the Property by Grantee. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved by the Parties.

5. Any notice required or permitted by this Agreement may be delivered in person, sent by registered or certified mail, return receipt requested, or sent by e-mail to the Party at the address as hereinafter provided. If sent by mail notice shall be effective when posted in the U.S. Mail with sufficient postage attached thereto: If sent by e-mail notice shall be effective upon acknowledgment of receipt by the receiving Party.

GRANTOR:

**ATTN: NATHAN DUVAL
CITY OF VALDEZ
PO BOX 307
VALDEZ, AK 99686
EMAIL: NDuval@ValdezAK.Gov**

GRANTEE:

**ATTN: NATE SMITH
CAMICIA CREEK
LANDHOLDINGS LLC.
PO BOX 2845
VALDEZ, AK 99686
EMAIL: 907snowcat@gmail.com**

Notice of change of address shall be treated as any other notice.

6. This Agreement shall be governed by the laws of the State of Alaska with venue in the Superior Court, Third Judicial District at Valdez, Alaska.

B. GRANTOR EXPRESSLY COVENANTS:

1. Grantee shall have access at all times subject to this Agreement, and subject to Grantor's security policies and procedures, to the Property for the purposes set forth herein.

C. GRANTEE EXPRESSLY COVENANTS:

1. Grantor shall have, during the continuance of this Agreement, the right to use the Property for any purposes, provided such use does not materially interfere with the license granted herein.

2. Use of the property shall not cause or contribute to water quality degradation, alteration of drainage systems, significant rutting, ground disturbance, or thermal erosion and shall not cause environmental degradation or contamination prohibited by state or federal law.

3. Grantee covenants to limit the use of the Property as follows:

a. Access to property owned by Grantee using a highway vehicle with a curb weight of up to 10,000 pounds, including a four-wheel-drive vehicle or pickup truck, or using a recreational-type vehicle off-road or all-terrain vehicle with a curb weight of up to 2,500 pounds, including a snowmobile/snowmachine (or other tracked vehicle), motorcycle or ATV.

b. Travel of construction and other heavy equipment with written approval from Grantor and subject to the insurance requirements set forth in Section C(11).

4. Grantee shall submit a written request for the uses identified in Section C(3)(b) to the Planning Director at least fifteen (15) days prior to the planned commencement of such use. The written request shall include a description of equipment, identify the portion or portions of the Property to be used, and the requested duration of use.

5. Grantee shall not allow access through the locked gate maintained by the City to third parties without prior written consent from the City, unless such access is directly associated with the performance of work under an approved building permit or development activity.

6. Grantee shall obtain all City, state, or federal permits required for construction or other activities on Grantee's property accessed under this Agreement.

7. In the event Grantor shall, in the future, wish to grant easements or rights-of-way that encroach upon the license granted herein, Grantee expressly agrees and covenants it will consent to and not object to any such easements or rights-of-way.

8. Grantee shall make no improvements on the Property. In the event of termination, Grantee, at its expense, shall, upon written request by Grantor, remove all improvements constructed by Grantee from the Property within ninety (90) days of termination and restore the Property as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use. In the event that Grantee does not remove the improvements within such 90-day period, Grantor shall have the option to either (1) remove the improvements and restore the Property to its prior condition and bill the Grantee for the cost of removal and restoration, or (2) consider such

improvements abandoned, in which case the improvements shall become the property of Grantor.

9. Grantee may not use this grant of access for any purpose other than that which is specifically described herein. If the Property is used by Grantee for any purpose other than stated herein, the Agreement is automatically terminated, and all of the rights of Grantee (and Grantee's successors or assigns) in and to the Property become null and void, and the Property shall absolutely revert to and revest in Grantor as fully and completely as if this instrument had not been executed, without the necessity for suit or re-entry and Grantee shall remove improvements as provided above. No act or omission on the part of Grantor shall be a waiver of the operation or enforcement of this Paragraph.

10. Grantee agrees to comply with all rules, regulations and policies promulgated by Grantor pertaining to the use of the Property and agrees to obtain all required state or federal authorizations required for use of the Property.

11. Grantee agrees to indemnify, defend and hold harmless the Grantor against all liability, loss and expense and against all claims and actions based upon or arising out of injury or death to persons or damage to property, caused by any acts or omissions of Grantee, its residents, members, guests, successors, assigns, agents or contractors or arising out of Grantee's use of the Property. In the event that Grantee contracts for any work to be performed on the Property, subject to applicable permitting requirements, Grantee agrees that it shall require its contractors and subcontractors to indemnify, defend and hold harmless Grantor, its employees and agents from any and all claims, damages and liabilities whatsoever for injury or death to persons or damage to property arising from the contractors' and/or subcontractors' actions or inactions. All contractors and subcontractors shall be required to abide by and follow the provisions of this Agreement.

12. No clearing, brush disposal, or trail modification on the Property shall occur without the prior written approval of a plan for such activities by the Planning Director or designee.

13. For any period during which Grantee has received written authorization to engage in the use described in Section C(2)(b), Grantee shall maintain liability insurance as set forth herein naming the City as an additional insured party with a waiver of subrogation endorsement in favor of the City. Grantee shall provide proof of insurance including the full insurance policy with endorsements in a form acceptable to the City prior to using the Property. Minimum insurance requirements are as follows:

- a. 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 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

b. Auto Liability (if applicable): Permittee shall maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos). Minimum Limits:

\$1,000,000 Combined single limit each accident.

Where workman's compensation insurance is required under state or federal law the City may require proof of such insurance.

IN WITNESS WHEREOF, the Parties hereto have caused this Temporary Access Agreement to be executed the day and year first above written.


[SIGNATURES TO FOLLOW]

GRANTOR:

CITY OF VALDEZ, ALASKA

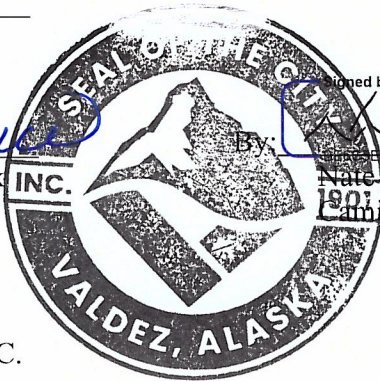
GRANTEE:


RYDOR ENTERPRISES, LLC,
CAMICIA CREEK LAND
HOLDINGS, LLC, AND EAST PEAK
RESORT

Signed by:

By: F259023D98294C0
Nathan Duval, City Manager

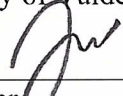

Date: 9/26/2025 | 1:33 PM AKDT

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



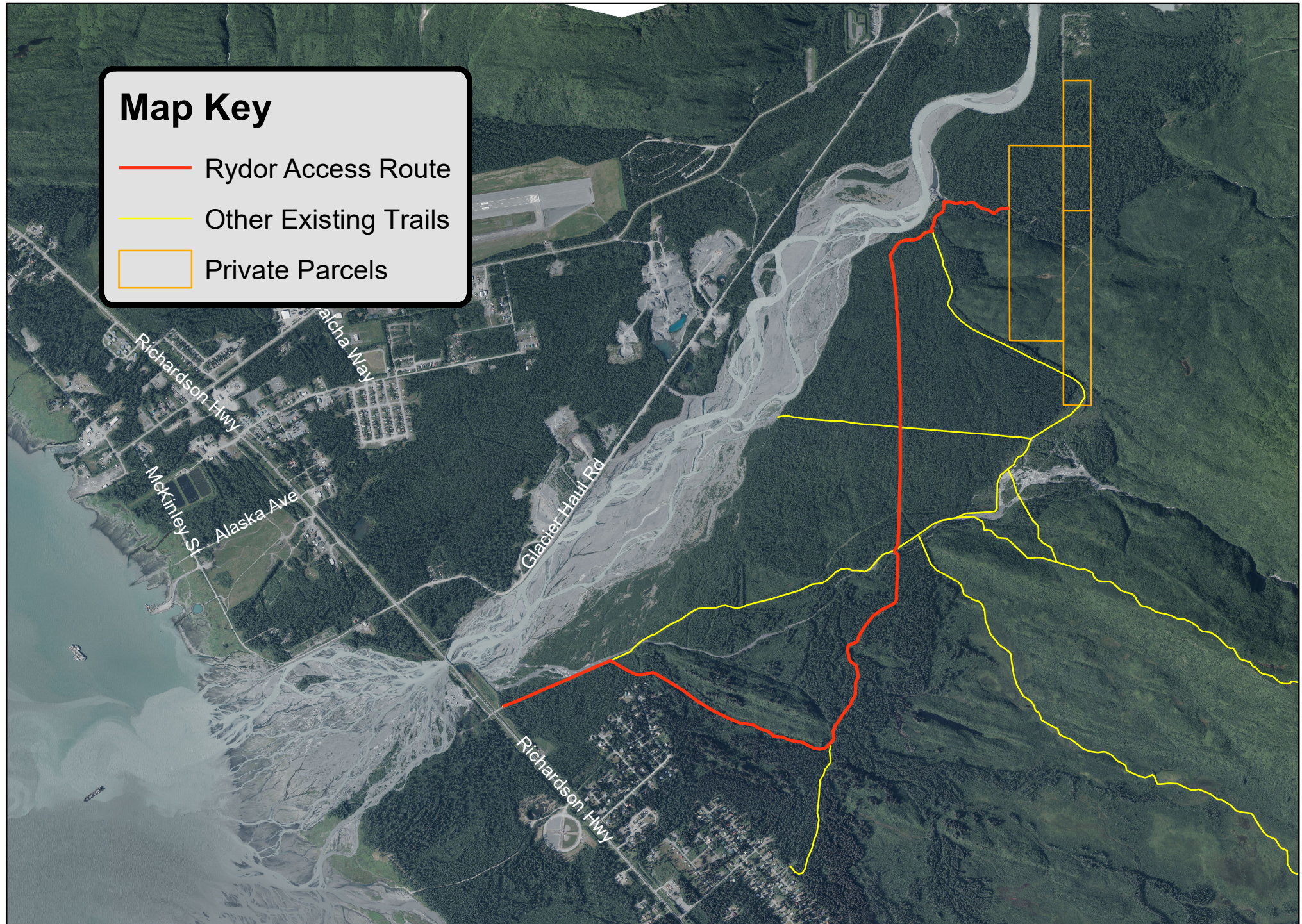
Signed by:

By: 990626417...
Nate Smith
Camicia Creek Landholdings, LLC

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

By: 
Jake W. Staser




"GLACIER STREAM EAST" TRAILS



0 0.5 1 Mile

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City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: RES 25-0045, **Version:** 1

ITEM TITLE:

#25-45 - Accepting Public Library Assistance Grant Funds in the Amount of \$7,000 for the Valdez Consortium Library

SUBMITTED BY: DL Womble, Head Librarian

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution 25-45 accepting Public Library Assistance Grant Funds in the amount of \$7,000 for the Valdez Consortium Library

SUMMARY STATEMENT:

This is an ongoing grant with an annual amount of \$7,000, which was previously budgeted as part of the 2025 Adopted Budget. Grant funds will be used to establish and maintain a collection of books and materials for loan; provide access to interlibrary loan; provide reference information; and, provide programming for children.

CITY OF VALDEZ, ALASKA

RESOLUTION #25-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ACCEPTING PUBLIC LIBRARY ASSISTANCE GRANT FUNDS FROM THE STATE OF ALASKA DEPARTMENT OF EDUCATION IN THE AMOUNT OF \$7,000 FOR THE VALDEZ CONSORTIUM LIBRARY

WHEREAS, the Valdez Consortium Library received a Public Library Assistance Grant from the State of Alaska Department of Education and Early Development in the amount of \$7,000; and

WHEREAS, the grant funds will be used to maintain a collection for lending, to provide interlibrary loans, and to offer children's programming; and

WHEREAS, the revenue and expenditure have been previously budgeted in the 2025 Adopted Budget in accounts 001-0000-33419 and 001-6100-46120.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2025 Public Library Assistance Grant is hererby recognized and accepted.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 7th day of October, 2025.

City of Valdez, Alaska

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Education
& Early Development**

DIVISION OF LIBRARY, ARCHIVES & MUSEUMS

P.O. Box 110571
Juneau, Alaska 99811-0571
Main: 907.465.4837
Fax: 907.465.2151

August 19, 2025

The **Public Library Assistance (PLA)** grant for FY26 for **Valdez Consortium Library** will be **\$7000**. We are pleased your library is eligible to receive this annual operating grant so that you can provide the best possible service to your library patrons.

In order to receive your grant money, please return the attached grant agreement within forty-five days of this award letter. Two different people (the librarian and the appropriate legal authority) must sign the grant agreement, since it is a legal document committing your library to certain obligations in return for receiving the public library assistance grant. Once we have your agreement, we will be able to electronically deposit your grant award (or mail a paper check in specific instances).

Librarians and officials should carefully note and follow the regulations governing the administration of this grant. To remain eligible for future grants, I have highlighted some of the most important grant requirements:

- Meet the four statutory requirements:
 - Maintain a Collection for Lending
 - Provide Interlibrary Loan
 - Provide Reference
 - Offer Children's Programming
- Submit the online Alaska Public Library Report for this fiscal year grant by **September 1, 2026**.
- Spend **at \$3500** on library materials and online services.
- Be open 48 weeks and the appropriate number of hours for your population and type of library (weeks closed because of natural disasters will be waived).
- Attend **at least 6 hours of continuing education (CE)** during the current two-year cycle (7/1/2025-6/30/2027).

Please note that in addition to the above requirements, non-profit and school/public libraries have additional requirements. Non-profit organizations must have at least quarterly (4) public board meetings and **submit minutes to eed.library.grants@alaska.gov**. School libraries must execute and keep in force a **binding legal agreement** between the school district and the public library governing body. The governing body of the public library may be the municipal assembly, an advisory board appointed by the municipal assembly, or the board of directors of a non-profit corporation.

The State Library audits the records of selected libraries at the end of the grant year and reclaims any grant funds not properly accounted for. Also, any portion of this grant money not spent or encumbered by June 30, 2026, should be returned to the State Library. You may request a brief extension to spend unused FY2026 grant funds.

Please return your signed agreements to Kate Enge at eed.library.grants@alaska.gov. Questions should be directed to Kate at 907-465-2271 or the email above. Thank you!

Sincerely,

Kate Enge
Grants and Continuing Education Librarian
Alaska State Library

Alaska Public Library Assistance Grant Agreement FY2026

This agreement made and entered into on Tuesday, August 19, 2025, by and between the **Alaska State Library**, hereafter referred to as the Grantor; and the **Valdez Consortium Library**, hereafter referred to as the Grantee.

Whereas, the State of Alaska has appropriated funds for public library assistance; and whereas, the application of the Grantee for a grant for public library assistance has been approved. NOW THEREFORE, for and in consideration of the mutual covenants herein contained the parties hereto agree as follows:

The Grantor will agree to:

1. Furnish funds in the amount of **\$7000**(dispersed after the agreement is received).
2. Provide advisory services in furtherance of the grant project.
3. Acknowledge the Grantee's eligibility for additional grants and services.

The Grantee will agree to:

Provide at least the following services free to residents of the municipality or community:

- Establish and maintain a **collection** of books and other materials for loan;
- Provide access to **interlibrary loans**;
- Provide **reference** information; and
- Provide **programming for children**.

Abide by the conditions set forth in its application, guidelines, and approved by the Grantor, including:

- Expend at least **\$3500** on library materials and online services for each outlet.
- The number and timing of **open hours**;
- The existing and ongoing **educational requirements** for the library director.
- Have **trained paid or volunteer staff on duty** in the library during the scheduled open hours.

Maintain accurate financial records for auditing purposes.

- Return any grant funds **unexpended or unencumbered** by June 30, 2026, and all funds for which there is no proper accounting.
- Receive prior approval from the Grantor for **any line item change** that exceeds 10% of the line item, except that no prior approval is required for: Line item changes of less than \$100; or line item changes that add funds to library materials and online services.
- **Expend local funds** of at least **\$7000** for project purposes. Repay any portion of grant funds that have not actually been matched by local funds over the course of the grant period. Local fund match can include volunteer service as described in the Guidelines.
- Expended funds must be clearly attributable to **public library (not school) services and operations**.

Uphold specific governance requirements

- Non-profits will maintain "**Good Standing**" with the State and **submit minutes** of required quarterly public board meetings to the Grantor.
- School/public libraries will have an **agreement** between the school district and the public library governing body.

Submit reports, certifications, and contact information such as:

- The online **Public Library Annual Report (PLAR)** by September 1, 2026.
- The follow-up **signed certification** for the PLAR
- Any changes in director or library **contact information** within 30 days.

Funding for this grant is dependent on the following source:

Library GF	PLA26-Valde	\$7,000
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By accepting this award or agreement, the grantee may become subject to the audit requirements of State of Alaska Administrative code 2 AAC 45.010. As a result, the grantee may be required to provide for an audit and to permit independent auditors to have access to their records and financial statements. The grantee should consult with an independent auditor for assistance in determining audit requirements for each fiscal year.

The undersigned understands and agrees to the conditions of this agreement. Both signatures are required.

For the Library


Signature

Head Librarian
Title

Sept 12, 2025
Date

For the Legal Entity

Signature

Title

Date

MAIL TO: Grants Coordinator Alaska State Library,
P.O. Box 110571, Juneau, AK 99801, SCAN TO eed.library.grants@alaska.gov, or FAX to 907-465-2151



Legislation Text

File #: RES 25-0046, **Version:** 1

ITEM TITLE:

#25-46 - Authorizing the Sale of a Surplus 2009 John Deere 3520 Tractor with Attachments

SUBMITTED BY: John Witte, Director, Public Works Department

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Authorize the sale of the 2009 John Deere 3520 Tractor with attachments as surplus property, with a minimum acceptable bid (reserve) of \$15,000.

SUMMARY STATEMENT:

The City of Valdez currently owns a 2009 John Deere 3520 4x4 Tractor with multiple attachments. The tractor has been appraised at a fair market value of \$30,000. Public Works has identified the equipment as surplus to the City's needs and recommends disposal through online public sale through govdeals.com. Pursuant to Valdez Municipal Code § 4.06.020, "No surplus or obsolete supplies, equipment or personal property of a fair market value in excess of ten thousand dollars may be disposed of by any means without city council approval. The city manager shall recommend to the city council the minimum acceptable bid."

The City Manager recommends setting the minimum acceptable bid price at no less than \$15,000. Approval of this action will allow the City to advertise the equipment for sale, with proceeds deposited into the Major Equipment Reserve within the general fund.

CITY OF VALDEZ, ALASKA

RESOLUTION #25-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING THE SALE OF A SURPLUS 2009 JOHN DEERE 3520 TRACTOR WITH ATTACHMENTS AND ESTABLISHING A MINIMUM ACCEPTABLE BID

WHEREAS, the City of Valdez owns a 2009 John Deere 3520 tractor with attachments that has been identified as surplus to the needs of the City; and

WHEREAS, the tractor has been appraised at a fair market value of thirty thousand dollars (\$30,000); and

WHEREAS, pursuant to Valdez Municipal Code § 4.06.020, no surplus or obsolete equipment with a fair market value in excess of ten thousand dollars (\$10,000) may be disposed of without approval of the City Council, and the city manager shall recommend the minimum acceptable bid; and

WHEREAS, the city manager recommends a reserve price of fifteen thousand dollars (\$15,000) as the minimum acceptable bid for this sale.

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

Section 1. The 2009 John Deere 3520 tractor with attachments is declared surplus to the needs of the City of Valdez.

Section 2. The city manager is authorized to sell the equipment through competitive means with a minimum acceptable bid (reserve price) of fifteen thousand dollars (\$15,000).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 7th day of October, 2025.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk





Fair Market Value Approval Form

For Disposal of Surplus Personal Property

Item to be Sold:	
-------------------------	--

Description of the Item:	
---------------------------------	--

Issues/Damages of the Item:	
------------------------------------	--

Date of Purchase:	
Original Purchase Price:	

Estimated Fair Market Value	
Auction Reserve Price	

Department Director Signature: _____

Printed Name/Title: _____ **Date:** _____

City Manager Approval

☐ Approve – I agree with the fair market value and reserve price of the item.

☐ Deny – I do not agree with the fair market value and reserve price of the item.

Additional Comments:

City Manager Signature: _____

Printed Name/Title: _____ **Date:** _____

Include pictures with this form for the City Manager.



Legislation Text

File #: RES 25-0047, **Version:** 1

ITEM TITLE:

#25-47 - Amending the 2025 Budget by Reallocating Previously Appropriated Funds to the Child Care Facility Design and Renovation Project

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: \$100,000
Unencumbered Balance: \$100,000
Funding Source: 350-0310-55000

RECOMMENDATION:

Approve Resolution 25-47.

SUMMARY STATEMENT:

Progress on the conversion of the East wing of Hermon Hutchens Elementary into the new District Office suite is ongoing. Due to coordination and scheduling constraints, the locker room and restrooms adjacent to the gym are inaccessible. Currently there are two unused restrooms that have had the fixtures removed and converted into storage. This budget resolution will transfer unused monies from the completed HHES roof replacement project to run new piping and reinstall fixtures in the unused restrooms.

Presently there are port-a-potties outside for use but the project will continue into winter and permanent indoor restroom options are preferred. Long term, having restrooms in the gym will allow the school to limit access to the entire facility and allow greater supervision of individuals and students needing to use the restroom while in the gym.

CITY OF VALDEZ, ALASKA

RESOLUTION #25-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2025 BUDGET BY REALLOCATING PREVIOUSLY APPROPRIATED FUNDS TO THE CHILD CARE FACILITY DESIGN AND RENOVATION PROJECT .

WHEREAS, the lack of affordable, adequate, and available child care or early childhood education options is an immense problem both in the City of Valdez and throughout Alaska; and

WHEREAS, city council has established child care as one of its highest priorities consistently through strategic planning sessions, vision, and comprehensive goals; and

WHEREAS, the city approved a project to convert the school district office into a child care center; and

WHEREAS, city council has approved a renovation to the Hermon Hutchens Elementary to accommodate the displaced district office functions; and

WHEREAS, additional funds are needed to complete the renovation project to adequately meet current functional needs of the school and district; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2025 City Budget is amended as follows:

Section 1: Major Maintenance BUIL Roof Replacements Project, 350-0310-55000, is decreased by \$100,000

Section 2: Child Care Facility Design, 310-3340-58000, is increased by \$100,000

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 7th day of October, 2025.

City of Valdez, Alaska

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 25-0447, **Version:** 1

ITEM TITLE:

Report: Issuance of Temporary Land Use Permit 25-11 to Seward Sauna, LLC for use of an Approximately 300 Square Foot Portion of ASLS 79-117 (1300 West Egan Drive) 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:

Seward Sauna, LLC applied for a temporary land use permit for use of an approximately 300 square foot portion of ASLS 79-117, 1300 West Egan Drive for September 21, 2025. The use of the property was for operation of a sauna trailer and cold plunge tub for a commercial recreation experience. Operation of the sauna and cold plunge tank will be from 8am-12pm.

Parks and Recreation Director, Chief of Police, and Fire Chief were solicited for comments on the application and expressed no objection. Community Development staff requested Legal review the use closely and recommend conditions to be placed on the permit related to safety.

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.

Per resolution #23-43, the permit fee for this use was \$11.00.



CITY OF VALDEZ
TEMPORARY LAND USE PERMIT AGREEMENT

Permit No. 25-11

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this 19th day of September, 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 **SEWARD SAUNA, LLC**, (hereinafter referred to as "Permittee"), whose address is **10867 Wold Trail Circle, Seward, Alaska 99686**.

W I T N E S S E T H:

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

An Approximately 300 Square Foot Portion of ASLS 79-117, 1300 West Egan Drive
(See Exhibit "A")

2. Term and Termination. Permittee may use the Property for the purposes set forth herein beginning on the **21st day of September, 2025**. In no circumstance shall this Permit exceed ten days in duration. The City of Valdez, may at its sole discretion terminate this Permit at any time for any reason with 30 days' written notice to Permittee. Permittee shall vacate the Property within thirty days from receiving written notification from the City of Valdez.

3. Use. Permittee shall use the Property for operation of a sauna trailer and cold plunge tub for a commercial recreation experience. Operation of the sauna and cold plunge tank will be from 8am-12pm. 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.** This permit is subject to the conditions set forth in Exhibit B.

4. Permittee Not a Lessee. No legal title or leasehold interest in the Property shall be deemed or construed to have been created or vested in Permittee by anything contained herein. The purpose of this permit is to convey a non-possession interest by the City of Valdez to Permittee

in that certain property (not to exceed two acres) described in paragraph 1 above. The City of Valdez shall maintain all right, title, and interest in that Property as fee simple owner thereof, and Permittee by virtue of this Permit has only the right and privilege to be present upon the Property and to make use of it for the purpose set forth in paragraph 3 above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Environmental Contamination. All fuel petroleum and other toxic products maintained, stored or used at the Property shall be stored no less than 100 feet away from the nearest surface

waterbody, and contained and confined in a manner which prevents any spillage from entering the Property, including without limitation any surface waters. In the event of a fuel or other toxic product spill, Permittee shall immediately notify the Valdez office of the Department of Environmental Conservation of the same. Permittee shall be responsible for all costs associated with remediation in the event of spillage of toxic product on the Property.

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

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

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

25. Use of Hazardous Materials on the Property.

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

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

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

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

26. Indemnification of Valdez. Permittee shall forever protect, defend, indemnify and hold harmless Valdez from and against any and all losses, claims, investigations, assertions, liens, demands and causes of action of every kind and character (including without limitation any assertions or claims made against Valdez, Permittee or third parties, by government agencies or third parties, alleging the release or threatened release of Hazardous Materials or environmental contamination of any kind on or in connection with the Property) and all costs thereof (including without limitation costs of removal action, remedial action other "response costs" as that term is defined under applicable federal and state law, attorney's fees, penalties, damages, interest and administrative/court costs incurred by Valdez in response to and defense of the same) arising in favor any party, including Valdez, and arising from or connected with Permittee's activities under this Permit or Permittee's use of or presence on the Property, whether such activities, use or presence are those of Permittee or Permittee's agents, subcontractors or other representatives. Permittee acknowledges that this indemnification clause shall survive termination of this Permit, and that it applies regardless of the basis of liability alleged by or against any party, including strict liability under Alaska Statute 46.03.822 or federal law. Permittee's obligations under this paragraph may be discharged however, by performance of whatever degree of site investigation for environmental contamination (in Valdez's sole discretion) is necessary to render the Property

suitable for Valdez to release Permittee from these obligations, which release must be granted in writing by Valdez.

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

1. Permittee, not Valdez, shall be deemed the owner of and person having control over any Hazardous Materials used by Permittee or on the Property for business reasons of Permittee; and

2. Permittee, not Valdez, shall be deemed the owner of the possessory interest under this Permit, and the operator of the Property as a facility under Alaska Statute 46.03.822(a)(2); and

3. Permittee, not Valdez, shall be deemed the generator, transporter, or both, of any Hazardous Materials generated or transported by Permittee in connection with the enjoyment of its right under this Permit.

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

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

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

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

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

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

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

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

CITY OF VALDEZ, ALASKA

PERMITTEE: SEWARD SAUNAS, LLC

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

Signed by:
By: Ashleigh Bicknell
Ashleigh Bicknell, Manager

Date: 9/18/2025 | 5:06 PM AKDT

Date: 9/18/2025 | 5:04 PM AKDT

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

By: Jon S. Wakeland

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



Exhibit "A"

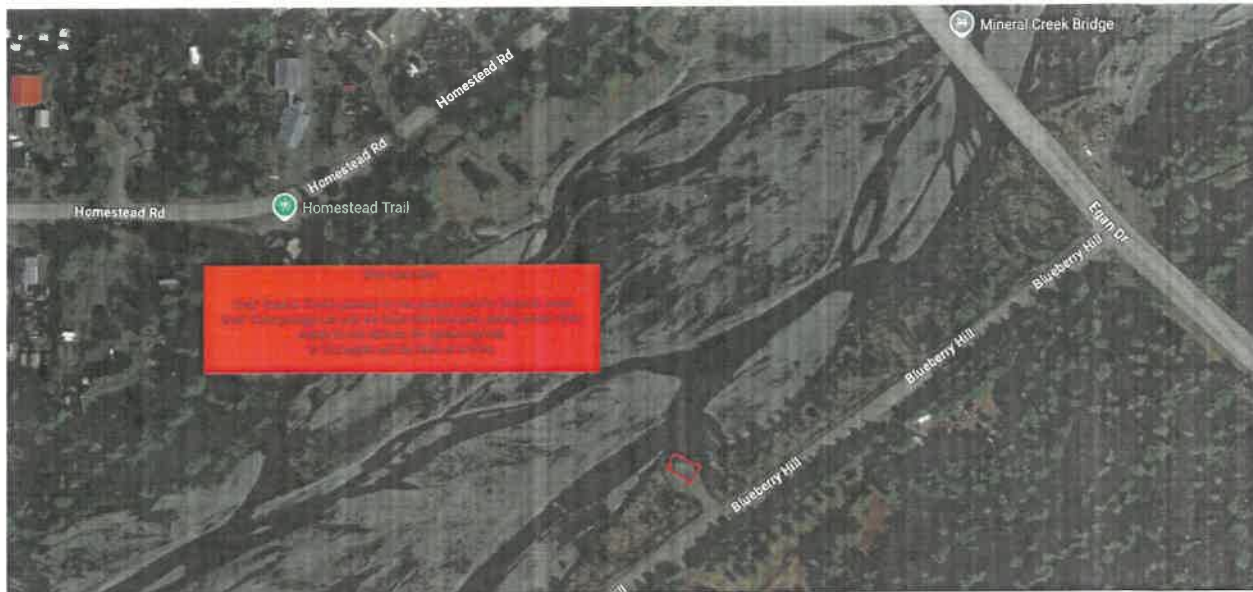


Exhibit "B"

The additional conditions of this permit are detailed as follows:

1. Permittee shall advise users of the risks associated with the sauna and cold plunge. Permittee shall take all reasonable measures to mitigate such risks, including but not limited to activities to gather water from Mineral Creek.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 25-0448, **Version:** 1

ITEM TITLE:

Verbal Report: Monthly Projects Update

SUBMITTED BY: Scott Benda, Acting 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 current project statuses.

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



Legislation Text

File #: 25-0449, **Version:** 1

ITEM TITLE:

Community Development Projects Report

SUBMITTED BY: Kate Huber, Community Development Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Report only

SUMMARY STATEMENT:

During the Department Operations Report discussion with City Council, members requested additional details regarding the Community Development Department's budget requests for 2026 projects.

Now that the City Manager budget review process is complete, we have an updated vision for projects and contractual service requests for the Community Development Department.

Ongoing Projects:

Title 15 Building Code Revision - Adoption of the 2021 IBC, IRC, and associated codes

Title 16 Subdivision Code Revision - Update of code to align with Plan Valdez and Title 17

Zoning Code Guide - educational materials for public related to revised zoning code

Housing Needs Assessment - final study expected by end of 2025

Building Permit Software Implementation - ongoing implementation of new permitting software

Upcoming Projects:

Title 15 Building Code Amendment - Developing local amendments relating to rehabilitation and replacement of mobile/manufactured homes

Title 4 Disposition of City Land Code Revision - Revision of title related to sale and lease of city land

Subdivision Code Guide - educational materials for public related to revised subdivision code

Building Code Guide - educational materials for public related to 2021 building codes and local

amendments to help individuals and developers navigate the permitting process

Safer Streets for All Grant Project- The City was awarded a Safer Streets For All Grant in 2025 to develop a comprehensive safety action plan. The project will begin during 2026. Final schedule is dependent on RFQ process.

2025 Land Use Procedures Revision - Procedures adopted by City Council in 2005 that provide additional guidance for the sale and lease of city-owned land. Will be updated following the revision of Title 4

Budget Request Projects:

Title 15 Building Code Amendment - relating to rehabilitation and replacement of mobile/manufactured homes - \$50,000 requested in 2026 budget

Building Code Guide & Educational Materials - \$15,000 requested in 2026 budget

Subdivision Code Guide & Educational Materials - 10,000 requested in 2026 budget



2026
Community
Development
Department
Projects

	FALL 2025				WINTER 2025/2026				SPRING 2026				SUMMER 2026				FALL 2026			
CODE REVISIONS	Title 15 Building Code Revision 2021					Title 15 Building Code Revision Manufactured Home Replacement Amendments														
	Title 16 Subdivision Code Revision																			
						Title 4 Disposition of City Land Code Revision														
EDUCATIONAL MATERIALS	Zoning Code Guide																			
						Subdivision Code Guide														
						Building Code Guide														
														Department Website Refresh						
OTHER PROJECTS	Housing Needs Assessment																			
	Building Permit Software Implementation																			
				Safer Streets For All Grant Project																
													Revision of 2005 Land Use Procedures & Land Sale Process							
Hazard Mitigation Plan Update with State of Alaska (Timing Dependent on State Contract)																				
Comprehensive Plan 5-year update - Moved to 2027 in City Manager’s Budget																				



Legislation Text

File #: 25-0450, **Version:** 1

ITEM TITLE:

City Sponsored Events; Community Service Organization Committee Report

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:

The Community Service Organization (CSO) Committee met regarding City Sponsored Events on September 12th the attached reflect minutes from the meeting and recommended changes to the program for council review and discussion.



Meeting on City Sponsored Events by Community Service Organization Working Group held September, 2025, below are notes and Recommendations presented October, 2025

Terminology

City Events – Events hosted and run by City of Valdez staff (4th of July, NYE Fireworks, etc)

City Sponsored Events – Events hosted and run by third parties in which the City of Valdez is a sponsor by dollars and/or in-kind services

In-Kind Services – City of Valdez support including: music stage, picnic tables, tents, emergency services, and more.

Summary and Recommendations:

For ALL events in 2026

1. Recommend 60 days post-event reporting
 - a. 60 days after the date the event was held, discuss how City funding and/or in-kind services impacted the event, estimate attendance and community engagement, mention lessons learned, and define future objectives.
2. Recommend Conflict of Interest Disclosure
 - a. Draft document (attached) requires applicants to declare conflicts of interest and/or ownership of any contractor receiving funds from the nonprofit being funded by the City in order to host the event.

For FUTURE sponsored events

1. Recommend City of Valdez maintain inventory for City Events only, and not replace inventory not used for City Events.
2. Recommend application outlines the event organizers are responsible for damages totaling more than \$500 to City equipment.
3. Recommend City of Valdez staff present costs of in-kind services to City Council as part of the Sponsored Events process.

Non-unanimous topic for further discussion

1. Level of City of Valdez staff support for event set up or tear down. Including but not limited to “day of” support, event set-up, event tear-down, and more.



Appendix (original agenda of September meeting)

CSO Working Group; Sponsored Events Agenda

1. Operations
 - a. Event day/late requests
 - b. Event supplies
 - i. Storage
 - ii. Availability
 - iii. Replacement
 - c. Capacity
 - i. Overtime
 - ii. Salary time

2. Accountability
 - a. Reporting
 - i. Financial
 - ii. Operations
 - iii. Conflicts of interest/Other
 1. Disclose ownership/board interest of contractors
 - iv. Timeline (may not lend to qtly, e.g. "30 days post-event")

3. Application
 - a. Current Application
 - i. Requirements to Eliminate
 - ii. Requirements to Add
 - iii. In-Kind services
 1. Limits?
 2. Costs?
 - iv. Volunteers
 1. Should responsibility be explicit (city vs applicant)



Conflict of Interest Disclosure Form

The City of Valdez requires organizations applying for City event funding to disclose any actual or potential conflicts of interest in alignment with VMC 2.24 Code of Ethics prior to receiving any funds. This includes situations where an officer, director, board member, or immediate family member of the applicant organization may directly or indirectly benefit financially from the City's grant award.

1. Do any of your organization's officers, directors, board members, or their immediate family members have a financial interest in the event, business, or activity for which City funds are being requested?

☐ Yes ☐ No

If yes, please list the name(s), title(s), and nature of the financial interest:

2. Do any of your organization's officers, directors, board members, or their immediate family members stand to receive direct personal or financial benefit from the event funds awarded by the City?

☐ Yes ☐ No

If yes, please describe the nature of the benefit:

I hereby certify that the above information is true and complete to the best of my knowledge. I agree to promptly notify the City of Valdez of any changes to the information provided in this disclosure.

Authorized Representative Name & Title: _____

Signature: _____ Date: _____



Legislation Text

File #: 25-0451, **Version:** 1

ITEM TITLE:

Community Service Organization Grant Program; Progress Report

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: none

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

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

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Community Service Organization (CSO) Grant Program Progress Reports reflect a new process for 2025. Upon award of CSO Grants, applicants are required to submit biannual Progress Reports to the City. The report form is provided by the City and due in April & October.

All progress reports are forwarded as received.



Community Service Grant Program

Progress Reports

For period ending 09/30/2025

Organization	Progress Report Submitted	2025 Appropriation	Page
Advocates for Victims of Violence	Y	\$45,000	2
Connections to Care	Y	\$5,200	6
Copper River Basin Child Advocacy Center (CRBCAC)	Y	\$25,000	10
Emergency Assistance & Food Bank of Valdez	Y	\$60,000	13
Sound Wellness Alliance Network (SWAN)	Y	\$37,800	18
Valdez Adventure Alliance	Y	\$65,750	21
Valdez Arts Council	Y	\$20,000	29
Valdez Avalanche Center	Y	\$50,000	40
Valdez Senior Center Inc.	Y	\$266,000	44
Valdez Preschool	N - rescinded application	\$30,000	N/A
Valdez Torpedoes Swim Club	Y	\$25,000	48
Total		\$629,750	



Community Service Grant Program

Advocates for Victims of Violence

Community Service Organization (CSO) Grant Progress Report

Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and September 15 for period ending September (Reporting Period 2). Please e-mail report to: brusher@valdezak.gov

Funding Calendar Year: 2025

Name: Rowena Palomar

CSO Funding Amount: \$45,000.00

Email: executive@avvalaska.org

Reporting Period: April 2025 – Sept. 11, 2025

Title: Executive Director

Today's Date: 9/11/2025

Phone: (907) 835-2980

CSO Grant Recipient: Advocates for Victims of Violence, Incorporated

CSO Funded Program: Youth Programs

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

Expenses from April 1 – September 11, 2025, related to Youth Programs:

Commodities:	\$2,626.74
Contractual:	7,781.26
Equipment (use of copiers):	2,155.74
Facilities:	203.72
Gas (vehicle used for camps):	<u>1,086.03</u>
Total Expenses	\$ <u>13,853.49</u>

VICTORIES AND OUTCOMES: Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

During this reporting period, we have several victorious outcomes.

1. After School Programs – This years' After School Program is very different from other years. Instead of using the elementary school as the venue of the programs we partnered with Valdez Senior Center. The goal is to bridge the gap between the younger generation with our senior citizens. We want to be all-inclusive with the programs and to continue to build relationships among community members. They worked with projects hand in hand, on top of that, the younger generation learned about respect, communication, boundaries and working with another generation. Each week until the end of the school year, we have 10-15 children from the elementary school and about 8-10 from the senior center that participated in the program. It brought good feedback from the seniors and to the students as well. It was a good learning experience and collaboration.
2. During this reporting period, AVV completed 4 camps from 1st-2nd grade, 3rd-5th grade, 6th-8th and a second group for 3rd- 5th grade. We have kids on waitlist that we must do the second camp for the said age group. Each camp has 14 campers. They are combination of children from the community, children that AVV is providing services and children with special needs. AVV staff accommodated everyone that signed up for the camp and provided additional help to make sure the safety of every child. The children learned healthy relationship through outdoor activities. Kayaking, and hiking, was just a few of the activities, they went to Chitina, Liberty Falls, Blueberry Campground, Lake Louise, Wrangle St. Elias, and Squirrel Creek. Most of the parents were thankful for the free camps that AVV provided to the community. They said that they will not be able to afford to send their children to camps due to high cost specially if there were multiple children in the family. On top of it, it was not just arts and craft, children were taken out of town. Most of the children are looking forward to being in the camps next year.
3. April is Child Abuse Prevention Month. – AVV staff collaborated with PTA to bring the Blue Friday at the elementary school. It was Blue Popcorn that was given to the children, staff and teachers. AVV staff also worked with the school counselor for presentations in every classroom to bring awareness of Child Abuse Prevention. The curriculum used was Good Touch and Bad Touch and the curriculum provided by Department of Education. In addition to Child Abuse Prevention Month, April is also Sexual Assault Awareness Month. AVV brought the Walk a Mile In Her Shoes to the community. The walk was led by men, male teenagers, and young boys. The venue was at the Gilson Middle School; the presence of people participated in the event only shows that Valdez will not tolerate sexual assault in our community.
4. AVV served 14 children at the shelter during this reporting period. Some of them stayed at the shelter for five months and some of them are still at the shelter. AVV Youth Services Coordinator provided safety planning with the children and their non-offending parent. Each child was met individually according to their needs, individual need

assessment was also conducted for AVV staff to serve them better. AVV staff accompanied the children to their medical and/or counseling appointment. They also assisted the non-offending parent calm the children when it is very chaotic. Some of the parents were sent to other care providers for Parenting class.

CHALLENGES: Report on barriers to success during this funding period and how you are working to overcome them.

1. One of the huge barriers we have is the lack of affordable housing in our community. Victims and survivors stayed longer at the shelter. TAVV has housing vouchers called "Empowerment Voucher" these vouchers are intended for victims and survivors of domestic violence & sexual assault. Even with the vouchers, they still must wait for available apartment. For the most part children get used to the fact that shelter is their permanent home and when it is time for them to go, it was hard for them. AVV accommodated them at the shelter until such time they find an affordable housing instead of going back to their perpetrators.
2. It was a big barrier for AVV clients the departure of RAVN from Valdez. Most of our clients depended on RAVN to go to Anchorage for medical due to their reasonable airfare. After RAVN's departure, most of client had difficulty looking for a ride. The option of taking the shuttle service from Valdez to Anchorage was not a very popular due to confidentiality and the timing. There were times that AVV staff must drive to Anchorage to meet their medical appointment. With the current carrier we have victims and survivors are still experiencing challenges due to the high cost of airfare they Reeve offered.



Community Service Grant Program

Connections to Care



Community Service Organization (CSO) Grant Progress Report

Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and September 15 for period ending September (Reporting Period 2). Please e-mail report to: brusher@valdezak.gov

Funding Calendar Year:

Name:

CSO Funding Amount:

Email:

Reporting Period:

Title:

Today's Date:

Phone:

CSO Grant Recipient:

CSO Funded Program:

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

Pay roll - \$8401.89

Liability Insurance - \$1655.00

Contractual (book keeper) - \$1065.00

Office supplies - \$446.65

Quick Books - \$552.00

Web Site - \$203.88

Auto Expenses - \$80.12

Background Checks - \$65.00

Home Care supplies - \$199.98

Public Support - \$70.00



VICTORIES AND OUTCOMES: Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant

My heart is overjoyed with the volunteers we have; we have many different skills amongst them.

Volunteers Available to Date: 14

That includes volunteers trained for:

- ✓ Hospice Trained
- ✓ Companionship
- ✓ Physical Labor (moving equipment, maintenance, light duty)
- ✓ Religious Support
- ✓ Chores, Daily Task & Light Housework
- ✓ Snow Removal
- ✓ Moving Assistance
- ✓ Computer assistance
- ✓ Wood working build ramps and organizing our equipment shed

Volunteer Hours for 2024: Over 252

Clients Helped in 2024: 27

- Includes Clients helped with Applications, Daily Tasks, Daily Chores, etc. doesn't include Equipment Loaned or Rides out to community members.

Equipment Loaned Out in 2024: 64

Rides Given to Community Members 2024: 23

Total residents assisted - 114

One of the best outcomes has been to see the rewards our volunteers receive by the relationship they build with our residents in need. I consider this a VICTORIE



CHALLENGES: Report on barriers to success during this funding period and how you are working to overcome them.

Connections to Care struggles to find volunteers, we advertise on face book and attend health symposium to look for volunteers. We put them with chores, services they are comfortable doing, most our volunteers are not trained CNA, they are unable to help with bathing and personal care, this is a barrier to serving some folks. We will refer them to one of the PCA agency in town and help them make contact with that agency, sometimes we assist them in hiring care in their home and provide education with issues that may arise.

Another issue that has been noted by us is being confused with Connecting Ties because similarity in our name this has led to folks thinking they have to meet Medicaid standard to receive services from us. This becomes an issue when the person thinks our service is coming from Connecting Ties and do not understand why they do not have daily service. We refer to our self has C2C to our clients and through our face book page we post our services as no cost.



Community Service Grant Program

Copper Basin Child Advocacy Center (CRBCAC)



Community Service Organization (CSO) Grant Progress Report

Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and September 15 for period ending September (Reporting Period 2). Please e-mail report to: brusher@valdezak.gov

Funding Calendar Year:

Name:

CSO Funding Amount:

Email:

Reporting Period:

Title:

Today's Date:

Phone:

CSO Grant Recipient:

CSO Funded Program:

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

Contractual Services:

a. Professional Fees/Services: \$4,500

b. Other/Accreditation Application fees: \$1,500

Other Services:

a. Communications: \$915

Other Charges/Expenses:

a. Insurance: \$5,500



VICTORIES AND OUTCOMES: Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

The Child Advocacy Center (CAC) continues to work on its mission, to help kids/families affected by child abuse in the Valdez region, serving seven (7) new cases, since January 2025, in addition to 10 cases requiring continuous follow-up and supports during the last year. The CAC is currently working with schools on providing prevention/outreach programs during the new school year 2025-26, approximately 90 students and has provided Mandatory Reporter presentations for the Valdez School District teachers and staff, approximately 65 in attendance.

The CAC continues to make progress in outcomes and goals. During this reporting period, we provided forensic services, i.e. child forensic interviews, child abuse/forensic medical exams, advocacy/support throughout the life of the case (which has been more than a year for some cases). The CAC also provided mental health referrals to clinicians with evidence-based practice, coordination of the multi-disciplinary team (MDT) response, including court proceedings and preparation with the district attorney's office (DAO) and other local victim service providers.

Another successful outcome is that the CAC was able to submit the extensive application for re-accreditation with the National Children's Alliance. The site review visit with the MDT is scheduled for October 30, 2025 during the Team's case review meeting.

CHALLENGES: Report on barriers to success during this funding period and how you are working to overcome them.

Some barriers and continued challenges are turnover in staffing with local and state agencies. The MDT has to be more diligent with training and communication on how/when to respond to and refer cases of alleged maltreatment to the CAC, in order to have an effective coordinated response and continued wrap around services. On a good note, the MDT has a new member from the Valdez OCS (Office of Children's Services) office, located locally in Valdez. This is a big change from the last few years, since 2018, where OCS workers traveled from out of town, usually the Wasilla, Kenai or Copper River offices to conduct initial assessments (investigations) with Valdez families. The MDT has acclimated well to this change.



Community Service Grant Program

Emergency Assistance and Food Bank of Valdez



Community Service Organization (CSO) Grant Progress Report

Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and October 15 for period ending September 30 (Reporting Period 2). Please e-mail report to: brusher@valdezak.gov

Funding Calendar Year: _____

Name: _____

CSO Funding Amount: _____

Email: _____

Reporting Period: _____

Title: _____

Today's Date: _____

Phone: _____

CSO Grant Recipient: _____

CSO Funded Program: _____

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*





VICTORIES AND OUTCOMES: Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

CHALLENGES: Report on barriers to success during this funding period and how you are working to overcome them.



Statement of Activity

Emergency Assistance and Food Bank of Valdez

April 1-June 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
43400 Direct Public Support	\$0.00
43420 Organizations Contributions	10,000.00
43450 Individual, Business Contributions	3,096.00
Total for 43400 Direct Public Support	\$13,096.00
46400 Other Income	\$0.00
46499 Interest Income	3,631.79
Total for 46400 Other Income	\$3,631.79
Total for Income	\$16,727.79
Cost of Goods Sold	0.00
Gross Profit	\$16,727.79
Expenses	
60900 General and Administrative	\$0.00
60902 Food Bank Events	114.08
60905 Telephone, Telecommunications	163.06
60906 Office and Operations Supplies	12,456.17
60910 Bank Charges	36.00
Total for 60900 General and Administrative	\$12,769.31
62100 Contract Services	\$0.00
62110 Accounting Fees	600.00
Total for 62100 Contract Services	\$600.00
62800 Facilities and Equipment	\$0.00
62830 Repairs and Maintenance	1,344.04
62860 Building Materials	25.00
62890 Rent	1.00
Total for 62800 Facilities and Equipment	\$1,370.04
62900 Utilites	\$0.00
62901 Electricity	3,318.97
62902 Water and Sewer	69.36
62903 Propane	548.45
Total for 62900 Utilites	\$3,936.78
63001 Emergency Assistance	\$0.00
63030 Emergency Travel	866.10
63060 Rent Assistance	2,926.97
Rent Deposit Assistance	-1,200.00
Total for 63001 Emergency Assistance	\$2,593.07
64000 Food Assistance	\$0.00
64010 Food Purchases	278.37
Total for 64000 Food Assistance	\$278.37

Statement of Activity

Emergency Assistance and Food Bank of Valdez

April 1-June 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Building Expansion Grant	1,408.95
Rx Assistance	1,376.47
Total for Expenses	\$24,332.99
Net Operating Income	-\$7,605.20
Other Income	0.00
Other Expenses	0.00
Net Other Income	\$0.00
Net Income	-\$7,605.20



Community Service Grant Program

Sound Wellness Alliance Network (SWAN)



Community Service Organization (CSO) Grant Progress Report

Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and September 15 for period ending September (Reporting Period 2). Please e-mail report to: brusher@valdezak.gov

Funding Calendar Year:

Name:

CSO Funding Amount:

Email:

Reporting Period:

Title:

Today's Date:

Phone:

CSO Grant Recipient:

CSO Funded Program:

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

SWAN has not invoiced the City of Valdez for 2025, as the majority of large items occur later in the year. We used the 2024 funds to fund the Ski for Free program (\$5,000), payments for the SWAN Wellness Symposium (\$10,020), the Valdez Winter Wellness Challenge (\$3,000), Power Hour (\$1,605), bookkeeping and accounting services (\$6,700.34), training (\$3,000), community events such as the gingerbread house decorating competition (\$310) and payroll (\$8,164.66). We are still waiting for several organization's invoices for 2024, and once all payments have been made we will invoice the COV.



VICTORIES AND OUTCOMES: Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

SWAN has had an incredibly successful start of Period 2! We had 278 attendees at our annual SWAN Wellness Symposium, where we had 21 individual organizations, handed out veggie bags, door prizes, had a free community lunch and drum circle. Power Hour has had 460 uses, and our second sober dance party, The Breakup Breakdown had approximately 70 attendees - attendance was harder to keep track as no one signed in, so we counted heads. We have partnered with Sound Mental Health to help bring mental health workshops to the community.

CHALLENGES: Report on barriers to success during this funding period and how you are working to overcome them.

One of the challenges SWAN faces is the increased ask for community involvement. Organizations have invited us to participate in a variety of community activities and events, like the Oktoberfest event. We are currently evaluating these opportunities to ensure they align with our mission and organizational goals.

We also recognize that competition for funding may increase if federal support continues to decline. In anticipation of this, we are exploring additional revenue streams to ensure we can continue offering wellness programs without cost being a barrier. While this is not an immediate challenge, it remains an ongoing discussion at board meetings, where Allie regularly shares updates on alternative funding sources she has identified.



Community Service Grant Program

Valdez Adventure Alliance



Community Service Organization (CSO) Grant Progress Report

Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and September 15 for period ending September (Reporting Period 2). Please e-mail report to: brusher@valdezak.gov

Funding Calendar Year:

Name:

CSO Funding Amount:

Email:

Reporting Period:

Title:

Today's Date:

Phone:

CSO Grant Recipient:

CSO Funded Program:

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

See accounting documents attached:

CSO 2025 Budget so you can see what was submitted.

Detail of Expenses for accounts Worthington CSO and Shoup Bay CSO for 4/1/25-8/31/25.

P&L by account for Worthington CSO and ShoupBay CSO for 4/1/25-8/31/25.

P&L by account for Worthington, Worthington CSO, Shoup Trail, ShoupBayCSO start to 8/31/25 so that you can see we are paying our share and also so you can see what we have left to spend.

I intend to send another report at the end of the year to show that we have spent anything that is currently showing as remaining in the accounts.

Worthington CSO shows \$870.48 left to spend but there have already been expenses in not recorded there: travel \$40, toilet paper \$184.44, propane \$105

ShoupBayCSO shows \$8,641.53 left to spend but we have not received the approximately \$2,000 invoice for the gravel which was purchased in August because HS&G is going through changes. We have not received the approximately \$5-6,000 invoice from Bill Connell for front loader work because he is figuring out how much of a discount he can give us, if any.

VICTORIES AND OUTCOMES: Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

I gave a PowerPoint presentation to City Council on July 17, with financial numbers, service numbers, and photos of work at Worthington through the end of June and Shoup Bay Trail up to July 12th. The weather has been in our favor, letting us get a lot done, so let's hope that holds. While working on the trail I encountered the Mayor with his family, several City employees, many local citizens, and many visitors, thanking us for the work on the trail.

Worthington is currently still open, as we are hosting tour buses there through Sept 20th. In July Worthington was visited by approximately 9,680 people. I do not yet have all the details and totals for August.

For Shoup Bay Trail, we have completed almost all of the work that was listed in the grant application, and expect to finish the last bits by September 27, which is National Public Lands Day. We are hoping to host a Council and Community Walk on that day. I have submitted for grants to build a boardwalk on Shoup Bay Trail in 2026 to ConocoPhillips and Two For The Trails and am currently working on an RTP Phase 5 (a reimbursable grant for the boardwalk). I will be submitting to Gold Rush Days and Valdez United Way for funding to put a door on the outhouse at Gold Creek Campgrounds.

I plan to make an end-of-season Council presentation in October with numbers and photos.

CHALLENGES: Report on barriers to success during this funding period and how you are working to overcome them.

I am not able to be at Worthington as much as I would like, and therefore losing out on some parking fees (and retail sales), so we will run in the negative on that account but it opened with \$25,000 in it (on paper). In reality that \$25,000 is covering the \$23,000 deficit (and rising) we have to pay as our portion (minimum 50%) for work on ShoupBayTrail because we did not get the other grants we applied for that we hoped to use for that. You can see all this on the income statement by fund (the one with all four funds). We will pull money from wherever we have to, to meet our CSO grant obligations, including taking a loan if needed. I have submitted to RTP Ph4 (the current trail work) for reimbursement, but that covers only a part of the funds expended, and takes many months to process. For 2026 I have applied for several grants, am currently working on one, and will be applying for several others; as many as possible.

We could not rent a front loader from Haltness because it was never available, so we had to hire Bill Connel for this at about \$6,000. This is going to make contractor services work far exceed the \$9,000 that was budgeted for all contractor services, including excavator work from Clayton Harris (so far \$4,425 and more to come), and pumping the toilets at Worthington, which will be \$1,350.

At any rate. We will meet our obligations and expend all the funds as submitted.

		Worthington	ShoupTr	Total	CSO
<u>Expense</u>					
<u>Program Services</u>					
5000	Salaries & Wages	28,000.00	56,900.00	84,900.00	42,300
5001	Payroll Taxes	2,030.00	4,125.00	6,155.00	3,067
5004	Advertising & Promotions	0.00	0.00	0.00	0
5022	Contractor Services - Pumping/Excavator	3,000.00	6,000.00	9,000.00	4,800
5030	Permits and Licenses	0.00	0.00	0.00	0
5040	Job Supplies, Tools, Materials	4,000.00	13,500.00	17,500.00	9,580
5060	Travel (Travel, Lodging, Mileage, Vehicle Maint) Ferry	6,000.00	3,000.00	9,000.00	2,400
5062	Conferences, Conventions & Meetings (Meals & Membership/Subscriptions) vol food	0.00	1,150.00	1,150.00	500
5070	Insurance	1,800.00	1,600.00	3,400.00	1,600
5090	Occupancy (Rent/Utilities)	1,023.00	1,023.00	2,046.00	1,023
5091	Equipment Rental	0.00	480.00	480.00	480
5112	Interest Paid or contingencies	928.00	2,172.00	3,100.00	0
Total Program Services		46,781.00	89,950.00	136,731.00	65,750
<u>Operating - Management and General</u>					
6010	Office Expenses	300.00	300.00	600.00	
6020	Information Technology	623.00	0.00	623.00	
Total Operating - Management and General		923.00	300.00	1,223.00	
Total Expense		47,704.00	90,250.00	137,954.00	
Net Income (Loss)		0.00	0.00	0.00	



Valdez Adventure Alliance
Income Statement by Fund
for the period of 10/01/2024 to 08/31/2025

Account Number	Account Name	Worthington CSO	Shoup Bay CSO
Income			
4300	Grants	\$9,500.00	\$56,250.00
Total Income		\$9,500.00	\$56,250.00
Expense			
5000	Salaries & Wages *	\$5,566.88	\$30,690.60
5001	Payroll Taxes *	\$481.55	\$2,654.84
5022	Contractor Services - Pumping *	\$0.00	\$4,425.00
5040	Job Supplies, Tools and Purchased Equipment *	\$1,695.68	\$5,179.31
5060	Travel (Travel, Lodging, Mileage, Vehicle Maint) *	\$885.41	\$2,022.31
5062	Conferences, Conventions & Meetings (Meals & Membership/ Subscriptions) *	\$0.00	\$410.98
5070	Insurance *	\$0.00	\$1,600.00
5090	Occupancy (Rent/Utilities) *	\$0.00	\$625.43
Total Expense		\$8,629.52	\$47,608.47
Net Income (Loss)		\$870.48	\$8,641.53
Summary			
Beginning Fund Balance		\$0.00	\$0.00
+ Other Fund Balance Movements		\$0.00	\$0.00
+ Net Income / (Loss)		\$870.48	\$8,641.53
= Ending Fund Balance		\$870.48	\$8,641.53



Valdez Adventure Alliance
Income Statement by Fund
for the period of 10/01/2024 to 08/31/2025

Account Number	Account Name	Worthington Glacier Recreation Site	Worthington CSO	Shoup Trail	Shoup Bay CSO
Income					
4000	Contributions/ Sponsorships *	\$150.00	\$0.00	\$0.00	\$0.00
4210	Entrance Fees	\$6,041.00	\$0.00	\$0.00	\$0.00
4300	Grants	\$0.00	\$9,500.00	\$500.00	\$56,250.00
Total Income		\$6,191.00	\$9,500.00	\$500.00	\$56,250.00
Expense					
5000	Salaries & Wages *	\$12,022.80	\$5,566.88	\$20,019.75	\$30,690.60
5001	Payroll Taxes *	\$1,042.70	\$481.55	\$1,627.86	\$2,654.84
5022	Contractor Services - Pumping *	\$1,350.00	\$0.00	\$2,000.00	\$4,425.00
5040	Job Supplies, Tools and Purchased Equipment *	\$641.51	\$1,695.68	\$47.67	\$5,179.31
5060	Travel (Travel, Lodging, Mileage, Vehicle Maint) *	\$1,792.79	\$885.41	\$0.00	\$2,022.31
5062	Conferences, Conventions & Meetings (Meals & Membership/ Subscriptions) *	\$117.92	\$0.00	\$0.00	\$410.98
5070	Insurance *	\$2,181.73	\$0.00	\$0.00	\$1,600.00
5090	Occupancy (Rent/ Utilities) *	\$703.90	\$0.00	\$0.00	\$625.43
6010	Office Expenses *	\$353.25	\$0.00	\$131.04	\$0.00
6020	Information Technology *	\$811.80	\$0.00	\$398.40	\$0.00
Total Expense		\$21,018.40	\$8,629.52	\$24,224.72	\$47,608.47
Net Income (Loss)		\$-14,827.40	\$870.48	\$-23,724.72	\$8,641.53
Summary					
Beginning Fund Balance		\$25,665.26	\$0.00	\$3,213.35	\$0.00
+ Other Fund Balance Movements		\$0.00	\$0.00	\$0.00	\$0.00
+ Net Income / (Loss)		\$-14,827.40	\$870.48	\$-23,724.72	\$8,641.53
= Ending Fund Balance		\$10,837.86	\$870.48	\$-20,511.37	\$8,641.53



Valdez Adventure Alliance
Income Statement by Fund
for the period of 04/01/2025 to 08/31/2025

Account Number	Account Name	Worthington Glacier Recreation Site	Worthington CSO	Shoup Trail	Shoup Bay CSO
Income					
4000	Contributions/ Sponsorships *	\$150.00	\$0.00	\$0.00	\$0.00
4210	Entrance Fees	\$6,041.00	\$0.00	\$0.00	\$0.00
Total Income		\$6,191.00	\$0.00	\$0.00	\$0.00
Expense					
5000	Salaries & Wages *	\$7,500.30	\$5,566.88	\$7,500.30	\$30,690.60
5001	Payroll Taxes *	\$648.78	\$481.55	\$648.77	\$2,654.84
5022	Contractor Services - Pumping *	\$0.00	\$0.00	\$0.00	\$4,425.00
5040	Job Supplies, Tools and Purchased Equipment *	\$307.49	\$1,035.47	\$5.67	\$4,840.36
5060	Travel (Travel, Lodging, Mileage, Vehicle Maint) *	\$1,661.79	\$885.41	\$0.00	\$2,022.31
5062	Conferences, Conventions & Meetings (Meals & Membership/ Subscriptions) *	\$62.35	\$0.00	\$0.00	\$410.98
5070	Insurance *	\$2,181.73	\$0.00	\$0.00	\$265.00
5090	Occupancy (Rent/ Utilities) *	\$326.05	\$0.00	\$0.00	\$625.43
6010	Office Expenses *	\$353.25	\$0.00	\$84.00	\$0.00
6020	Information Technology *	\$422.40	\$0.00	\$398.40	\$0.00
Total Expense		\$13,464.14	\$7,969.31	\$8,637.14	\$45,934.52
Net Income (Loss)		\$-7,273.14	\$-7,969.31	\$-8,637.14	\$-45,934.52
Summary					
Beginning Fund Balance		\$18,111.00	\$8,839.79	\$-11,874.23	\$54,576.05
+ Other Fund Balance Movements		\$0.00	\$0.00	\$0.00	\$0.00
+ Net Income / (Loss)		\$-7,273.14	\$-7,969.31	\$-8,637.14	\$-45,934.52
= Ending Fund Balance		\$10,837.86	\$870.48	\$-20,511.37	\$8,641.53



Valdez Adventure Alliance
Income Statement by Fund
for the period of 04/01/2025 to 08/31/2025

Account Number	Account Name	Worthington CSO	Shoup Bay CSO
Expense			
5000	Salaries & Wages *	\$5,566.88	\$30,690.60
5001	Payroll Taxes *	\$481.55	\$2,654.84
5022	Contractor Services - Pumping *	\$0.00	\$4,425.00
5040	Job Supplies, Tools and Purchased Equipment *	\$1,035.47	\$4,840.36
5060	Travel (Travel, Lodging, Mileage, Vehicle Maint) *	\$885.41	\$2,022.31
5062	Conferences, Conventions & Meetings (Meals & Membership/ Subscriptions) *	\$0.00	\$410.98
5070	Insurance *	\$0.00	\$265.00
5090	Occupancy (Rent/Utilities) *	\$0.00	\$625.43
Total Expense		\$7,969.31	\$45,934.52
Net Income (Loss)		\$-7,969.31	\$-45,934.52
Summary			
Beginning Fund Balance		\$8,839.79	\$54,576.05
+ Other Fund Balance Movements		\$0.00	\$0.00
+ Net Income / (Loss)		\$-7,969.31	\$-45,934.52
= Ending Fund Balance		\$870.48	\$8,641.53



Community Service Grant Program

Valdez Arts Council



Community Service Organization (CSO) Grant Progress Report

Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and September 15 for period ending September (Reporting Period 2). Please e-mail report to: brusher@valdezak.gov

Funding Calendar Year:

Name:

CSO Funding Amount:

Email:

Reporting Period:

Title:

Today's Date:

Phone:

CSO Grant Recipient:

CSO Funded Program:

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

VAC season runs during the "off season", September to May, as we are focused on this program to provide services during the off tourist season, although there is a lot of volunteering during the off season that has no cost.

VAC fiscal years runs July 1 to June 30

VAC presented and supported Five shows from January 2025 to May 2025

International Guitar Night, Jan, 2025

Marie Ni Chathasaigh & Chris Newman, March 2025

Risen Project Tour April 2025

Sean Dagher, April 2025

Sean Carscadden Trio, May 2025

Attached worksheet outlines cost per performance for this past season. Attached financial summary outlines all expenses and income for the fiscal year.

VICTORIES AND OUTCOMES: Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

Our mission is to provide diverse educational and cultural opportunities to the residents of Valdez and the surrounding communities, to enrich the quality of life, and to foster appreciation for the arts.

Victories: We reached 520 people with the four performances and outreach at the school.

We partnered with the Risen Project by paying their fee at the Civic Center, but did not receive any income or involvement with attendance.

The next season runs from September 2025 to May 2026. We already have committed to several shows that require contracts to be signed and deposits to be made, as is normal process to arrange tours. We ensure to have that funding available. Current planning with other State presenter groups has begun for September 2026-May 2027.

CHALLENGES: Report on barriers to success during this funding period and how you are working to overcome them.

Two biggest challenges:

1. Developing new volunteers and sponsors. We are an all-volunteer non-profit that completes all the scheduling, planning, communications and publicity for performances. It's many hours of work, divided by a small board. We are passionate about the importance of the arts and willing to continue, but also recognize developing more volunteers is healthy for the organization. We are kicking off a fall membership and sponsorship drive to help cover expenses and get people involved.
2. Affordable and reliable transportation for performers to come to Valdez. The cost of air and land transportation to Valdez is impacting our cost to put on shows and impacts the performers timeline for their tour. Airfare is expensive, so if they are willing to rent a car that is an impact on their time and availability for other shows in the state, as well as a cost. We do write grants for transportation through the Harper Grant when they qualify. We don't have a solution for this, except it will impact the number of shows we will be able to book. We have had an amazing volunteer travel to Anchorage and back to get performers here or returned to Anchorage, a huge donation of time and money.

Please let me know if you have any questions and thank you for your past support.

Year to Date Financial Reports

Valdez Arts Council, Inc.

For the period ended June 30, 2025



Prepared by

Karen Cline

Prepared on

July 12, 2025

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Profit and Loss Statement

July 2024 - June 2025

	Total
REVENUE	
Direct Public Contributions	
Corporate Contributions	3,250.00
Total Direct Public Contributions	3,250.00
Direct Public Grants	
Local Government Grants	20,000.00
Nonprofit Organization Grants	8,090.00
Total Direct Public Grants	28,090.00
Interest Income	1,385.03
Membership Income	2,915.00
Misc Income	87.37
Performance Income	11,270.00
Sponsorship Income	975.00
Total Revenue	47,972.40
GROSS PROFIT	47,972.40
EXPENDITURES	
Contract Services	
Accounting Fees	760.00
Bookkeeping Fees	1,734.34
Total Contract Services	2,494.34
General & Admin.	
Bank Service Charges	295.20
Insurance	1,502.00
Office Expenses	
Postage	84.00
Rent	610.00
Total Office Expenses	694.00
Total General & Admin.	2,491.20
Program Expense	
Catering/food for audience	15.40
Civic Center	
Room Rental	3,435.75
Total Civic Center	3,435.75
General Advertising	67.50
Housing/Food	4,410.71
Other Program Expense	100.00
Performer	25,745.61
Taxes - International Peformers	3,190.98
Total Performer	28,936.59

	Total
Program Advertising	
Flyers/Banner/Table Toppers	2,542.00
Newspaper Ads	1,064.00
Radio	5,176.00
Website	15.16
Total Program Advertising	8,797.16
Transportation	1,775.79
Total Program Expense	47,538.90
Total Expenditures	52,524.44
NET OPERATING REVENUE	-4,552.04
NET REVENUE	\$ -4,552.04

Profit and Loss Year to Date Comparison

July 2024 - June 2025

		Total
	Jul 2024 - Jun 2025	Jul 2023 - Jun 2024 (PP)
REVENUE		
Direct Public Contributions		
Corporate Contributions	3,250.00	3,250.00
Total Direct Public Contributions	3,250.00	3,250.00
Direct Public Grants		
Local Government Grants	20,000.00	20,000.00
Nonprofit Organization Grants	8,090.00	13,750.00
Total Direct Public Grants	28,090.00	33,750.00
Interest Income	1,385.03	396.42
Membership Income	2,915.00	2,160.00
Misc Income	87.37	
Performance Income	11,270.00	12,320.00
Refund/Cancelled Show		81.03
Sponsorship Income	975.00	3,649.00
Total Revenue	47,972.40	55,606.45
GROSS PROFIT	47,972.40	55,606.45
EXPENDITURES		
Contract Services		
Accounting Fees	760.00	740.00
Bookkeeping Fees	1,734.34	1,278.19
Total Contract Services	2,494.34	2,018.19
Depreciation Expense		305.00
General & Admin.		
Bank Service Charges	295.20	263.72
Fundraising		604.28
Insurance	1,502.00	1,532.00
Licenses		100.00
Office Expenses		
Postage	84.00	82.00
Rent	610.00	600.00
Total Office Expenses	694.00	682.00
Total General & Admin.	2,491.20	3,182.00
Program Expense		
Catering/food for audience	15.40	390.67
Civic Center		
Room Rental	3,435.75	4,835.69
Total Civic Center	3,435.75	4,835.69
Decorations		106.80

	Total	
	Jul 2024 - Jun 2025	Jul 2023 - Jun 2024 (PP)
General Advertising	67.50	
Housing/Food	4,410.71	4,797.46
Other Program Expense	100.00	
Performer	25,745.61	23,100.00
Taxes - International Peformers	3,190.98	1,200.00
Total Performer	28,936.59	24,300.00
Program Advertising		
Flyers/Banner/Table Toppers	2,542.00	2,614.00
Newspaper Ads	1,064.00	1,425.60
Radio	5,176.00	5,604.00
Website	15.16	15.16
Total Program Advertising	8,797.16	9,658.76
Transportation	1,775.79	
Total Program Expense	47,538.90	44,089.38
Total Expenditures	52,524.44	49,594.57
NET OPERATING REVENUE	-4,552.04	6,011.88
NET REVENUE	\$ -4,552.04	\$6,011.88

Balance Sheet

As of June 30, 2025

		Total
ASSETS		
Current Assets		
Bank Accounts		
Cashbox Bank		200.00
Certificate of Deposit - 1261		19,446.40
Operating Expenses # 16102790		15,778.87
The Arts Council 2734		16,682.62
Total Bank Accounts		52,107.89
Total Current Assets		52,107.89
Fixed Assets		
PA System with Case		1,523.98
Depreciation		-457.00
Total PA System with Case		1,066.98
Total Fixed Assets		1,066.98
TOTAL ASSETS		\$53,174.87
LIABILITIES AND EQUITY		
Liabilities		
Total Liabilities		
Equity		
Retained Earnings		57,726.91
Net Revenue		-4,552.04
Total Equity		53,174.87
TOTAL LIABILITIES AND EQUITY		\$53,174.87

2024-2025 Fiscal Year												GRAND TOTALS			
	2024	2024	2024	2024	2024	2024	2025	2025	2025	2025	2025				
INCOME:	Jon Shain	Nordic Fiddler's Bloc	Fairbanks Symphony Orchestra	Parlor in the Round	Christmas Show	Twice Upon a Christmas	International Guitar Night 2025	Marie Ni Chathasaigh & Chris Newman	Risen Project	Sean Dagher	Sean Carscadden Trio				
Performance Income		\$2,160.00		\$2,210.00		\$740.00	\$2,110.00	\$1,480.00		\$1,650.00	\$920.00	\$11,270.00			
Reimbursements												\$0.00			
TOTAL INCOME:	\$0.00	\$2,160.00	\$0.00	\$2,210.00	\$0.00	\$740.00	\$2,110.00	\$1,480.00	\$0.00	\$1,650.00	\$920.00	\$11,270.00			
EXPENSES:															
Bank Service Charge		\$46.08		\$46.02		\$39.90	\$68.39	\$26.84		\$41.38	\$18.43	\$287.04			
Catering/Food for Audience	\$15.40											\$15.40			
Civic Center Room Rental		\$509.00		\$576.75	\$860.00	\$287.00	\$362.00	\$341.00	\$500.00			\$3,435.75			
Civic Center Sound Package												\$0.00			
Decorations												\$0.00			
Equipment Rental												\$0.00			
General Advertising												\$0.00		Trifold	
Housing/Food for Performers		\$847.23		\$644.71		\$898.37	\$1,025.55	\$768.51		\$161.54	\$64.80	\$4,410.71			
Other Program Expenses		\$125.00					\$125.00	\$125.00		\$125.00		\$500.00	\$500.00	CWA Fees	
Performer Fees	\$1,300.00	\$3,850.00		\$5,000.00		\$3,000.00	\$5,550.00	\$1,495.61		\$1,050.00	\$4,500.00	\$25,745.61		Total Performer fees	
Taxes on International Performers		\$1,650.00					\$450.00	\$640.98		\$450.00		\$3,190.98			
Reimbursed for Stolen Merch										\$100.00		\$100.00			
Flyers/Banners/Table Toppers		\$457.00		\$408.50	\$232.50		\$408.50	\$408.50		\$313.50	\$313.50	\$2,542.00			
Newspaper Ads		\$201.60		\$201.60		\$56.00	\$100.80	\$201.60		\$201.60	\$100.80	\$1,064.00			
Printing												\$0.00			
Radio		\$660.00	\$660.00	\$660.00	\$386.00	\$170.00	\$660.00	\$660.00		\$660.00	\$660.00	\$5,176.00			
Signage												\$0.00			
Web Page/Tickets/Programs											\$15.00	\$15.00		Web Expense	
Transportation for Performers								\$1,775.79				\$1,775.79			
TOTAL EXPENSES:	\$1,315.40	\$8,345.91	\$660.00	\$7,537.58	\$1,478.50	\$4,451.27	\$8,750.24	\$6,443.83	\$500.00	\$3,103.02	\$5,672.53	\$48,258.28			
PROFIT/LOSS:	-\$1,315.40	-\$6,185.91	-\$660.00	-\$5,327.58	-\$1,478.50	-\$3,711.27	-\$6,640.24	-\$4,963.83	-\$500.00	-\$1,453.02	-\$4,752.53	-\$36,988.28			



Community Service Grant Program

Valdez Avalanche Center



Community Service Organization (CSO) Grant Progress Report

Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and September 15 for period ending September (Reporting Period 2). Please e-mail report to: brusher@valdezak.gov

Funding Calendar Year:	2025	Name:	Sarah Carter
CSO Funding Amount:	\$50,000	Email:	scarter@alaskasnow.org
Reporting Period:	Jan-Sept 2025	Title:	VAC Director
Today's Date:	9/11/25	Phone:	(907)255-7669

CSO Grant Recipient: Alaska Avalanche Information Center DBA:
Valdez Avalanche Center

CSO Funded Program: Valdez Avalanche Center Operations

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

*See Attached Report



VICTORIES AND OUTCOMES: Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

VAC has actively solicited and secured several new community partners and donors this summer and fall. Much of this is due to the long volunteer hours of new VAC advisory member, Robin Miller, with the support of Kim Stinson, our AAIC executive director. We have several other new volunteers who have committed to assisting with fundraising and outreach.

We are gearing up for another season of community education and outreach.

CHALLENGES: Report on barriers to success during this funding period and how you are working to overcome them.

The Blueberry Weather Observation program needs funding and support. We have invested time in meeting with the City of Valdez, Alaska DOT, and weather station experts in trying to find an entity that will take over the program, so the valuable data collection can continue.

We are seeking funding for community outreach in our community and schools. Right now, the outreach relies on volunteers, which is not sustainable.



Statement of Activity by Class
Alaska Avalanche Information Center
January 1-August 29, 2025

Expense account	VAC
Expenses	
6100 Regional Center Expenses	
6100-1 Operations/Permit Expenses	92.00
6100-3 Program Expenses	
6100-4 Event Expenses	
6100-5 Staff Development	80.00
6100-7 Supplies	2,423.37
Total for 6100 Regional Center Expenses	2,595.37
6200-1 AAIC Insurance	
6200-1.1 General Liability	1600.4
6200-1.2 Professional Liability	1844.62
6200-1.3 Directors & Officers	334.4
6200-1.4 Workman's Comp Insurance	1526.8
Total for 6200-1 AAIC Insurance	5,306.22
6200-2 AAIC Admin	
6200-2.10 Fundraising Expense	103.1
6200-2.2 Accounting Fees	1793.3
6200-2.4 Bank & Assoc. Fees	229.03
6200-2.5 Office Expenses	101.01
6200-2.6 Website	4154
6200-2.7 Postage & Shipping	92.46
6200-2.9 Permits & Licensing	16
Total for 6200-2 AAIC Admin	6,488.90
66000 Payroll Expenses	
66100 Taxes	3,562.33
66200 Wages	38,141.44
Total for 66000 Payroll Expenses	41,703.77
Total for Expenses	56,094.26

Accrual Basis Friday, August 29, 2025 09:01 PM GMTZ



Community Service Grant Program

Valdez Senior Center Inc.



Community Service Organization (CSO) Grant Progress Report

Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and September 15 for period ending September (Reporting Period 2). Please e-mail report to: brusher@valdezak.gov

Funding Calendar Year:

Name:

CSO Funding Amount:

Email:

Reporting Period:

Title:

Today's Date:

Phone:

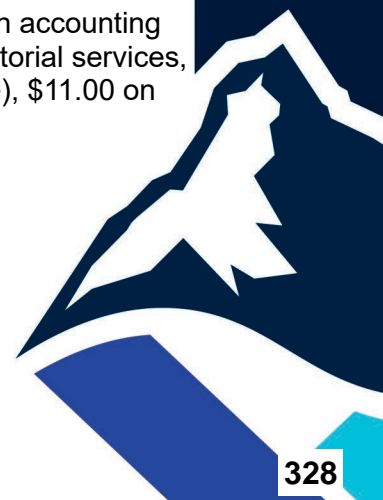
CSO Grant Recipient:

CSO Funded Program:

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

We have received \$199,500 from the City of Valdez during reporting period 2. Of that, \$66,500 has been put in our savings account, as we prematurely invoiced because of a delay in a state grant. The grant did arrive on time, so we have not had to use that funding yet, and it is not represented in the line items below.

Of that, \$39,140.02 has been spent on food items for the kitchen, \$3,461.42 on non-food items in our kitchen, \$90.50 on office supplies, \$466.01 on advertising, \$150 on our annual Meals on Wheels Membership, \$7,275 on contract labor, \$1,329.34 on insurance, \$188.8 on accounting fees, \$319 on facility expenses, \$254 on maintenance supplies, \$1,930.04 on janitorial services, 7,080.96 on utilities (this includes electric, heating oil, propane, and the telephone), \$11.00 on training, and \$71,303.91 on payroll.



VICTORIES AND OUTCOMES: Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

As outlined in our application, we do not turn away individuals who need any of the services we can offer, which we have not done in reporting period 2. We have also provided Meals on Wheels daily since January 1st. We have provided services to 198 unduplicated clients since April 15th. Each May, we send out a survey asking for information on how, if at all, the Valdez Senior Center contributes to quality of life for seniors in Valdez. The results are below

CHALLENGES: Report on barriers to success during this funding period and how you are working to overcome them.

We continue to face the impact of funding changes at the federal level, and the sharply rising cost of food. Changes in federal priorities have resulted in both funding reductions for key programs used by the VSC. These shifts have had a direct effect on our grant processes and communications with state and federal administrators. To address this, we have continued to vigorously look for additional funding sources past FY26. We are exploring opportunities beyond traditional public funding sources, including foundation support, individual giving campaigns, and additional community partnerships. The increase in food costs has created additional pressure on our meal services as the use of our services continues to increase. Despite these



challenges, we remain deeply committed to our mission and are taking proactive steps to ensure long-term sustainability and continued service to our community.

We have hosted Senator Murkoswki's staffers and voiced our concerns about federal cuts that directly impact the daily operations of the Valdez Senior Center.





Community Service Grant Program

Valdez Torpedoes Swim Club



Community Service Organization (CSO) Grant Progress Report

Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and September 15 for period ending September (Reporting Period 2). Please e-mail report to: brusher@valdezak.gov

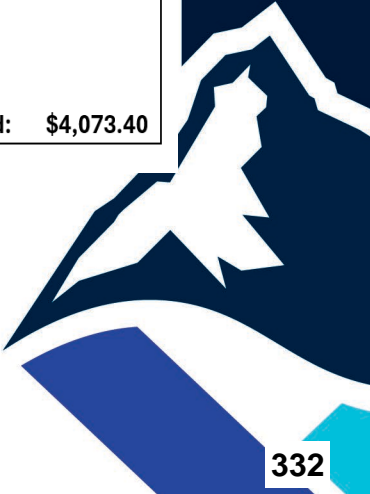
Funding Calendar Year:	2025	Name:	Debra Lancaster
CSO Funding Amount:	\$25,000.00	Email:	President@valdeztorpedoes.com
Reporting Period:	April 2025- September 15, 2025	Title:	President
Today's Date:	9/12/2025	Phone:	765-717-9373

CSO Grant Recipient: Valdez Torpedoes Swim Club

CSO Funded Program: Valdez Torpedoes Swim Club

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. Be specific

CSO					
Grant	Apr	Total swimmers	Pool Fees	Meet/Travel Fees	Banana Meet
1 - June 30					
April		12	\$1,060.00	Apr 23 - AK State Swim Meet \$1,293.40	
May		0			\$1,720.00
June		0			
2Q25 Spend:					\$4,073.40



VICTORIES AND OUTCOMES: Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

The CSO Grant continues to be a success for VTSC Club. As you will see throughout the summer our spend was much lower due to the club not holding it's summer swim program. Our swim season started back up in September and we will continue to utilize these funds to cover the cost of our monthly pool fees and travel for out of town swim meets.

In addition to covering our essential pool rental fees, the City of Valdez's CSO Grant played a pivotal role in the overwhelming success of our annual Banana Meet. This year's meet was one of our most successful in recent memory, attracting 7 teams from Anchorage and Cordova, with a total of 165 swimmers competing over two days. The grant enabled us to provide crucial elements for a memorable experience, including: Hospitality Room Supplies, Banana Meet Swim caps and Ribbons and Trophies.

The Banana Meet's success relied heavily on the dedication of numerous volunteers, and the CSO Grant's support allowed us to focus on creating a positive and well-organized event for everyone involved.

CHALLENGES: Report on barriers to success during this funding period and how you are working to overcome them.

The Valdez Torpedoes Swim Club (VTSC) faces its primary challenge in maintaining consistent registration numbers. Operating costs, including pool rentals, coaching salaries, equipment, bookkeeping, and software, continue to rise, preventing us from reducing monthly tuition fees.

We have started off the swim season in a positive light with 14 active swimmers registered. That number has already increased from last season with our fully active summer registration being 12 for the season. We are continuing to look for fundraising opportunities and grant opportunities to help with funding. Our annual wreath fundraising will be done in Oct/Nov timeframe, United Way grant will be completed in December, we held 2 Elk's steak nights this summer and we are actively looking at and planning for other events throughout the season.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 25-0453, **Version:** 1

ITEM TITLE:

City Manager Report

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

Attached report outlines events since the last Council meeting. Verbal update provided in conjunction with report.

Council Priorities

- **Child Care** [Complete an operating, active, licensed childcare facility by Fall 2026]
 - Need to have a discussion with Council on infant daycare at the new center. Not part of Head Start grant but can be accommodated through other means.
- **Housing** [Increase housing stock by Fall 2027, utilizing the housing needs survey]
 - Met with a handful of businesses during the small business conference last week during the Housing session.
- **Maintenance** [Annually appropriate funds toward deferred maintenance on critical infrastructure]
 - Preparing for Projects budget work session
- **Modernize Aging Infrastructure** [Annually modernize aging infrastructure, while leveraging natural and transportation assets, to expand: Outdoor Recreation, Tourism, Maritime, Community]

Legislative Interactions

- Fall DC Fly-in logistics complete
- Monitoring government shutdown and remaining appropriations bills.

Operations & Initiatives

- Budget reviews complete, on to Budget Workshops
- Economic Development hosted the Business Builder Workshop 2025, lots of good info and participant take-aways
 - Informal discussions amongst the group revolved around a desire for a chamber of commerce
- Reeve Air anticipates Fairbanks flights to begin mid-October
- Communications ongoing with Owners and State on Oil & Gas taxes for 2026 and beyond
- Working with MWR and Parks on improving campground operations and advertising

Personnel

- VPD recruitment site is live. Please share with anyone interested in a career in Law Enforcement, or Public Safety
- Reviewing edits to the Personnel Regulations specific to emergency services personnel and non-standard work shifts.

Projects

- Scrap Barge fell through this fall. Exploring options for the spring but looking to continue program next year and get a bigger barge in the fall.
- Having conversations with local businesses on ways to accomplish their projects & developments