



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Meeting Agenda - Final

### Planning and Zoning Commission

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Wednesday, January 14, 2026

7:00 PM

Council Chambers

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#### Regular Meeting

#### REGULAR AGENDA - 7:00 PM

##### I. CALL TO ORDER

##### II. ROLL CALL

##### III. APPROVAL OF MINUTES

1. [Approval of Planning & Zoning Meeting Minutes for November 12, 2025.](#)
2. [Approval of Planning & Zoning Meeting Minutes for August 27, 2025](#)

##### IV. PUBLIC BUSINESS FROM THE FLOOR

##### V. NEW BUSINESS

1. [Approval of Temporary Land Use Permit #26-02 for Alyeska Pipeline Service Company, Agent for TAPS Owners, for Six Months, for a .57 acre Portion of Tract C Section 34 ASCS 98-30 \(Brown's Creek\) Per Plat 2016-7 Owned by the City of Valdez](#)

##### VI. REPORTS

1. [Report: Issuance of Temporary Land Use Permit 26-01 to the Valdez City School District for Temporary Use of City-Owned Property](#)

##### 1. Community Development Director's Report

##### VII. COMMISSION BUSINESS FROM THE FLOOR

##### VIII. ADJOURNMENT



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 26-0010, **Version:** 1

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**ITEM TITLE:**

Approval of Planning & Zoning Meeting Minutes for November 12, 2025.

**SUBMITTED BY:** Community Development Administrative Assistant Jared Chase

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Approve

**SUMMARY STATEMENT:**

Minutes from Planning & Zoning Commission Meeting November 12, 2025.

# **City of Valdez**

212 Chenega Ave.  
Valdez, AK 99686



## **Minutes Draft**

**Wednesday, November 12, 2025**

**7:00 PM**

**Regular Meeting**

**Council Chambers**

**Planning and Zoning Commission**

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

**Present** 7 - Commission Member Stephen Goudreau  
Commission Member Rhonda Wade  
Commission Member Donald Haase  
Commission Member Cherise Beatus  
Commission Member Maureen Radotich  
Commission Member Caleb Metroka  
Commission Member Christopher Moulton

**Also Present** 2 - Community Development Director Kate Huber  
Administrative Assistant Jared Chase  
Senior Planner Nicole Chase

**III. APPROVAL OF MINUTES**

1. Approval of Minutes for the Regular Planning and Zoning Commission Meeting of October 22, 2025
2. Approval of Minutes for Planning and Zoning Commission Meeting of September 24, 2025

**Minutes were approved by consent.**

**IV. PUBLIC BUSINESS FROM THE FLOOR**

No members of the public were present.

**V. NEW BUSINESS**

1. **Approval of Recommendation to City Council to Authorize a Gravel Lease for Knik Construction Co. on a 21.3 Acre Portion of Parcel E 1, Tract A, ASLS 79-116, According to Plat 2002-12 and Tract C-1, ASLS 79-116, According to Plat 2002-13.**

**MOTION:** Commission Member Moulton moved, seconded by Commission Member Goudreau, to approve recommendation to City Council for a gravel lease application for Knik Construction Co. on a 21.3-acre portion of Parcel E 1, Tract A, ASLS 79-116, according to Plat 2002-12 and Tract C-1, ASLS 79-116, according to Plat 2002-13.

Some discussion occurred about the length of leases. Director Huber explained that staff's recommendation was based on the City Council adopted 2005 land use procedures. Commissioner Wade asked about gravel extraction activities and the applicant provided details.

**VOTE ON MOTION:**

**Yays:** 7 - Goudreau, Wade, Haase, Beatus, Radotich, Metroka, and Moulton

**MOTION CARRIED**

- 2. Approval of a Recommendation to City Council to Authorize a Lease Assignment and Amendment for use of 4380 McKinley Street, Parcel B, ATS 10 owned by the City of Valdez from Harris Sand & Gravel to Knik Construction Co., Inc.**

**MOTION:** Commission Member Beatus moved, seconded by Commission Member Metroka, to approval of a recommendation to City Council to authorize a lease assignment and amendment for use of 4380 McKinley Street, Parcel B, ATS 10 owned by the City of Valdez from Harris Sand & Gravel to Knik Construction Co., Inc.

Commissioner Goudreau asked if a environmental assessment was completed at the end of the previous lease. Senior Planner Nicole Chase stated that an environmental assessment had not been a condition of the previous lease and was not a condition of the proposed lease.

**VOTE ON MOTION:**

**Yay:** 7 - Goudreau, Wade, Haase, Beatus, Radotich, Metroka, and Moulton

**MOTION CARRIED****VI. REPORTS****1. Community Development Director's Report**

Director Huber gave updates on the Housing Needs Assessment, Title 16 Subdivision Code revision, and Hazard Mitigation Process.

Kristen Smith - Executive Director of the Prince William Sound Economic Development District, joined the meeting to update the commission about upcoming 5-year economic development plan and forthcoming public process.

**VII. COMMISSION BUSINESS FROM THE FLOOR**

Commission Beatus announced that due to scheduling over the next year she would not seek the commission. All of the commissioners expressed gratitude to her for the time she served.

**VIII. ADJOURNMENT**



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 26-0011, **Version:** 1

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**ITEM TITLE:**

Approval of Planning & Zoning Meeting Minutes for August 27, 2025

**SUBMITTED BY:** Jared Chase, Administrative Assistant and Permit Specialist

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Approve

**SUMMARY STATEMENT:**

Meeting minutes from the Planning & Zoning Meeting held August 27, 2025.

## **City of Valdez**

212 Chenega Ave.  
Valdez, AK 99686



## **Minutes - Draft**

**Wednesday, August 27, 2025**

**7:00 PM**

**Regular Meeting**

**Council Chambers**

**Planning and Zoning Commission**

**REGULAR AGENDA (Amended) - 7:00 PM****I. CALL TO ORDER****II. ROLL CALL**

**Present** 6 - Commission Member Stephen Goudreau  
Commission Member Rhonda Wade  
Commission Member Donald Haase  
Commission Member Cherise Beatus  
Commission Member Maureen Radotich  
Commission Member Caleb Metroka

**Excused** 1 - Commission Member Christopher Moulton

**Also Present** 2 - Community Development Director Kate Huber  
Administrative Assistant Jared Chase

**III. APPROVAL OF MINUTES**

1. Approval of Minutes for Planning & Zoning Meeting August 13th, 2025

**IV. PUBLIC BUSINESS FROM THE FLOOR****V. NEW BUSINESS**

1. **Approval of Preliminary Plat for Spruce Tree Subdivision - a Subdivision of Lot 2, Tract 3, US Survey No. 3538, Plat No. 2003-7, Creating Lots 2A, 2B, and 2C, Spruce Tree Subdivision**

**MOTION:** Commission Member Goudreau moved, seconded by Commission Member Beatus, to Approve the preliminary plat for Spruce Tree Subdivision - a subdivision of Lot 2, Tract 3, US Survey No. 3538, Plat No. 2003-7, creating Lots 1A, 2A, and 3A, Spruce Tree Subdivision.

**DISCUSSION:** Commissioner Goudreau asked about the snow lot associated with this subdivision and guarantees that it will stay a snow lot. Director Huber explained that currently the city leases this snow storage lot and it is not formally designated for that use. Huber explained that city administration will discuss snow storage options with the applicant. Commissioner Radotich had a question for the applicant about access. The applicant, Jim McCay, was present and explained that access is planned from the highway and Dylan, not Skidder St. which is currently undeveloped.

**VOTE ON MOTION:**

**Yay:** 6 - Goudreau, Wade, Haase, Beatus, Radotich, and Metroka.

**Excused:** 1 - Moulton.

**MOTION CARRIED**

**VI. REPORTS**

**1. Community Development Director's Report**

Director Huber updated the commission on the Title 15 Title 16 code revision projects.

**VII. COMMISSION BUSINESS FROM THE FLOOR**

No Commission business was presented.

**VIII. ADJOURNMENT**



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 26-0012, **Version:** 1

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### **ITEM TITLE:**

Approval of Temporary Land Use Permit #26-02 for Alyeska Pipeline Service Company, Agent for TAPS Owners, for Six Months, for a .57 acre Portion of Tract C Section 34 ASCS 98-30 (Brown's Creek) Per Plat 2016-7 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:**

Approve temporary land use permit #26-02 for Alyeska Pipeline Service Company, agent for TAPS owners, for six months, for a .57 acre portion of Tract C Section 34 ASCS 98-30 (Brown's Creek) per Plat 2016-7

### **SUMMARY STATEMENT:**

Community Development staff received temporary land use permit application from the Alyeska Pipeline Service Company, an agent of Trans-Alaska Pipeline owners, for use of a .57 acre portion of Tract C Section 34 ASCS 98-30 (Brown's Creek) per Plat 2016-7 for six months starting February 1, 2026.

Alyeska has requested use of the property to support investigation of the buried pipeline at Trans-Alaska Pipeline Milepost 784-6. *"One edge of the excavation will likely extend onto the City property with the majority being inside the TAPS right-of-way on state land. Excavators, dump trucks, pick-up trucks, boom-trucks, abrasive-blasting and pipe coating skids, welding skids, heaters, light plants will be used, with all except the excavator bucket expected to be situated within the existing right-of-way. Site ingress and egress from/to the Richardson Highway will use the existing TAPS access roads and workpad and be confined to the right-of-way including at the Browns Creek crossing. The excavation will extend to about 2.5 feet beneath the bottom of the pipe and will remain open at that depth until the inspection, repairs and re-coating are complete. The excavated materials will be temporarily stockpiled on the workpad and re-used as backfill of the excavation. The disturbed areas will be restored to their pre-dig grade and drainage patterns in accordance with TAPS manual MR-48, Section 23, Erosion Control"* (see attached application and narrative). The area requested is vacant, zoned public lands, totaling approximately .57 acres.

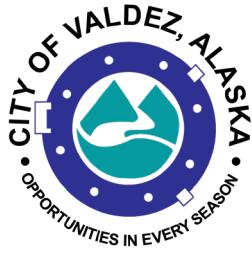
Per Valdez Municipal Code 17.12.120 (F) (2) , temporary land use permits greater than ten days in duration and not to exceed six months may be granted by the Planning and Zoning Commission.

Fees for temporary land use permits of this type were established by City Council with Resolution #23-43. For the period Alyeska has requested, the permit cost for the .57 acre portion will be \$1,866.00.

City Manager, Public Works Director, and Parks and Recreation Director were solicited for comments on the application and had no objections.

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 VMC 17.12.120 (I) (5), if temporary land use permit 26-02 is approved by the Planning and Zoning Commission, the decision will be reported to City Council.



# CITY OF VALDEZ TEMPORARY LAND USE PERMIT APPLICATION

*All fields are required. If not applicable, please mark with N/A or dash.*

## ***Office Use Only***

Application Number	_____	Date Received	_____
Initials	_____	Zoning District	_____
Permitted Use?	Yes	No	

## **APPLICANT INFORMATION**

Name \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Mailing Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **REPRESENTATIVE INFORMATION (if applicable)**

Name \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Mailing Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **PROPERTY INFORMATION**

Property Owner Name \_\_\_\_\_  
Legal Description Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision/Survey \_\_\_\_\_  
Physical Address \_\_\_\_\_  
Property Description \_\_\_\_\_

Proposed Use of Area (attach a narrative, if more detail is required)

Total Use Area Dimensions \_\_\_\_\_

Term Requested \_\_\_\_\_

Parking Area Dimensions \_\_\_\_\_

**TEMPORARY BUILDINGS/STRUCTURES (if applicable)**

*Detail the number of temporary buildings, and the dimensions, type, and use for each.*

**ORGANIZATION TYPE**

<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Non Profit
<input type="checkbox"/> Partnership	<input type="checkbox"/> Other (please explain) _____

**ADDITIONAL MATERIALS REQUIRED (the following must be submitted when applying for a TLUP)**

- Site Plan** (including lot boundaries, use area boundaries, parking dimensions, and proposed temporary buildings)
- Certificate of Liability Insurance** (may be submitted following approval, but is required prior to permit issuance)
- State of Alaska Business License** (and any applicable professional licenses)
- City of Valdez Business Registration**

**APPLICANT SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

*(Your signature above certifies that you are the official representative of this business and 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. For a fillable PDF form, visit [valdezak.gov/275/City-Forms](http://valdezak.gov/275/City-Forms)

To submit via mail, send to the following address:

**Community Development**  
**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**.

**From:** [Nagel, Peter C.](#)  
**To:** [Nicole Chase](#); [Community Development](#)  
**Subject:** Re: TAPS, Land Use Application for Maintenance, PLMP 784.62  
**Date:** Monday, December 15, 2025 11:29:46 AM  
**Attachments:** [image001.jpg](#)  
[logo\\_c8929fb4-3aba-49c3-92b6-f57d2a492d26.png](#)  
[fb\\_5a2104dc-f2df-4e3a-9210-e70894ced4a6.png](#)  
[yt\\_5026b1b9-cfd7-47e4-afda-224722beb65d.png](#)  
[phone\\_4a50c3c8-cc27-47c9-bbf0-7680e274527b.png](#)  
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[msp2\\_5bce8e7f-e41e-4d1c-97c7-f1e75fc1cdf4.png](#)

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Hello Nicole,  
and here is the permit application narrative! The dates applied for are February 1 through October 31, 2026.  
Thank you, Peter

The proposed land use will support the investigation of the buried pipeline at Trans-Alaska Pipeline Milepost 784.6. One edge of the excavation will likely extend onto the City property with the majority being inside the TAPS right-of-way on state land. Excavators, dump trucks, pick-up trucks, boom-trucks, abrasive-blasting and pipe coating skids, welding skids, heaters, light plants will be used, with all except the excavator bucket expected to be situated within the existing right-of-way. Site ingress and egress from/to the Richardson Highway will use the existing TAPS access roads and workpad and be confined to the right-of-way including at the Browns Creek crossing.

The excavation will extend to about 2.5 feet beneath the bottom of the pipe and will remain open at that depth until the inspection, repairs and re-coating are complete. The excavated materials will be temporarily stockpiled on the workpad and re-used as backfill of the excavation. The disturbed areas will be restored to their pre-dig grade and drainage patterns in accordance with TAPS manual MR-48, Section 23, Erosion Control.

Protected Document. Refer to Alyeska Data Classification Policy, LEGAL-DPOL-001.

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**From:** Nicole Chase <nchase@valdezak.gov>  
**Sent:** Monday, December 15, 2025 9:52 AM  
**To:** Nagel, Peter C. <Peter.Nagel@alyeska-pipeline.com>; Community Development <communitydevelopment@valdezak.gov>  
**Cc:** West, Jeri <Jeri.West@alyeska-pipeline.com>  
**Subject:** [EXTERNAL]: RE: TAPS, Land Use Application for Maintenance, PLMP 784.62

**CAUTION:** This email originated from outside of Alyeska. DO NOT click on links or open attachments unless you were expecting the email, recognize the sender, and know the content is safe.

Hi Peter,

Thanks for submitting your TLUP application. Can you please send me a narrative description of the use of the TLUP area, and also the exact term dates requested?

Thanks,

Nicole



**Nicole Chase**

Senior Planner, Community Development

[907-834-3427](tel:907-834-3427)

[nchase@valdezak.gov](mailto:nchase@valdezak.gov)  [ValdezAK.gov](http://ValdezAK.gov)

[212 Chenega Ave, Valdez, AK 99686-0307](http://212.Chenega.Ave.Valdez.AK.99686-0307)

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**From:** Nagel, Peter C. <Peter.Nagel@alyeska-pipeline.com>

**Sent:** Friday, December 12, 2025 12:16 PM

**To:** Community Development <communitydevelopment@valdezak.gov>

**Cc:** Nicole Chase <nchase@valdezak.gov>; West, Jeri <Jeri.West@alyeska-pipeline.com>

**Subject:** TAPS, Land Use Application for Maintenance, PLMP 784.62

**Alyeska letter no. 58609**

Hello Community Development Permit Team,

Attached is Alyeska's application for work planned this winter, an investigation of the buried pipeline. Thank you for your time in reviewing the application, and please let us know if there is an application fee.

Best holiday season wishes,

Peter Nagel

Peter C. Nagel, SR/WA  
Lands Manager, Alyeska Pipeline Service Company



P.O. Box 196660, MS 569 (3700 Centerpoint Drive) Anchorage, Alaska 99519  
Phone: 907.787.8170 Fax: 907.787.8337  
E-mail: [peter.nagel@alyeska-pipeline.com](mailto:peter.nagel@alyeska-pipeline.com)

Protected Document. Refer to Alyeska Data Classification Policy, LEGAL-DPOL-001.

AFFECTED BY:



G-100 ALIGNMENT SHEET 141

ADJACENT LAND OWNER: CITY OF VALDEZ

MERIDIAN: COPPER RIVER, T9S R4W, SECTION 33, SE4NE4

LATITUDE: 61.046° LONGITUDE: 145.935°

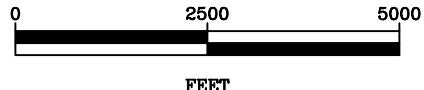
ESTIMATED EXCAVATION VOLUME: 1,450 CY

ESTIMATED EXCAVATION AREA: 0.13 AC

APPROX TEMPORARY LAND USE: 0.57 AC



GRAPHIC SCALE



AFFECTED BY:

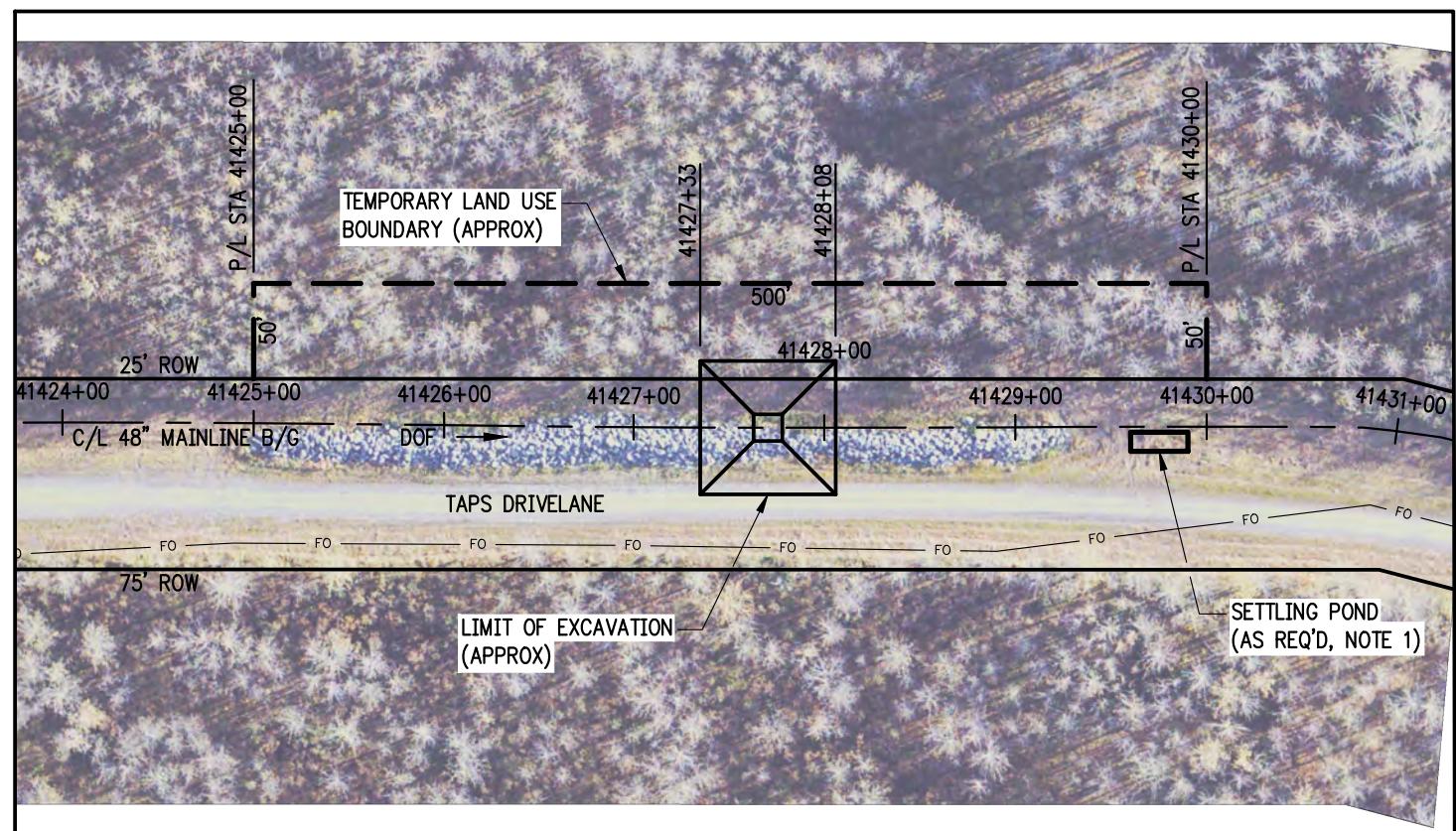
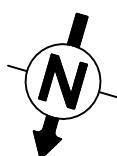
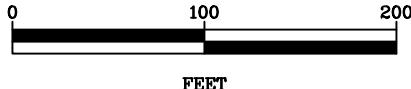


PHOTO DATE: 2023



GRAPHIC SCALE



NOTE 1:

DISCHARGE DIRECTION, LOCATION, SIZE AND NUMBER OF SETTLING PONDS TO BE FIELD-DETERMINED ACCORDING TO DEWATERING PLAN INSTRUCTIONS.

ALYESKA PIPELINE SERVICE CO.

2026 MAINLINE INTEGRITY INVESTIGATIONS  
TAPS MP 784.62  
PLAN

TRANS ALASKA PIPELINE SYSTEM

DATE: 08/22/25

A-00-PER784.62

AFFECTED BY:

REV.	A	DWN. JAM	CKD. SMK	APPR. JPD	SCALE: AS NOTED	SHEET 1 OF 1
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# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 26-0013, **Version:** 1

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**ITEM TITLE:**

Report: Issuance of Temporary Land Use Permit 26-01 to the Valdez City School District for Temporary Use of City-Owned Property

**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:**

The Valdez City School District applied for a temporary land use permit for use of city property for January 16th and 17th, 2026 (see attached temporary land use permit and access agreement). The use of the properties is for two high school ski racing events conducted by the Valdez City School District Nordic Ski Team including the staging of portable restrooms, and use of a portion of the Museum Annex building as a warming area. A temporary land use permit was executed for the staging and parking areas, and an access agreement was done for use of the trails. The following properties will be used:

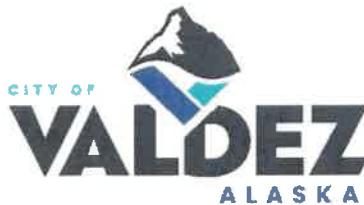
An Approximately 2.5-acre Portion of 1301 W Egan Drive Tract E ASLS 79-117 & Associated Trail Route

An Approximately 20,000 Square Foot Portion of 350 Hazelet Ave (Lot 7B Block 37 Mineral Creek Subdivision) & 436 Ferry Terminal Way (Tract F Port Valdez Warehouse #1), & 301 S Hazelet Ave (Lot 1 Meals Hill) & Portion of Museum Annex Building & Associated Trail Route

Parks and Recreation Director, Capital Facilities Director, Public Works Director, and City Manager were solicited for comments on the application and expressed no objection to the proposed use.

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

Per resolution #23-43, the permit fee for this use was waived.



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

**Permit No. 26-01**

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this 17<sup>th</sup> day of Dec., 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 **VALDEZ CITY SCHOOL DISTRICT**, (hereinafter referred to as "Permittee"), whose address is P.O. Box 398 Valdez, 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 2.5-acre Portion of 1301 W Egan Drive Tract E ASLS 79-117 & Associated Trail Route (See Exhibit "A" and "A1")
- An Approximately 20,000 Square Foot Portion of 350 Hazelet Ave (Lot 7B Block 37 Mineral Creek Subdivision) & 436 Ferry Terminal Way (Tract F Port Valdez Warehouse #1), & 301 S Hazelet Ave (Lot 1 Meals Hill) & Portion of Museum Annex Building & Associated Trail Route (See Exhibit ("B" & "B1")

2. **Term and Termination.** Permittee may use the Property for the purposes set forth herein beginning on the 16<sup>th</sup> and 17<sup>th</sup> day of January 2026. In no circumstance shall this Permit exceed six months in duration. The City of Valdez, may at its sole discretion terminate this Permit at any time for any reason with reasonable written notice to Permittee.

3. **Use.** Permittee shall use the Property for temporary staging of two high school ski race events, including portable restrooms, and use of a portion of the Museum Annex building for warming. Use of the Property under this Permit shall not adversely impact public access or Valdez operations. **No permanent structures shall be erected on the Property; and no permanent alteration of the land shall occur.**

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

5. Fee. Pursuant to resolution #23-43 fees for this Temporary Land Use Permit have been waived by Valdez City Council.

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; and (b) has not been subject to any actual or threatened assertions, claims or litigation of any kind by government agencies or any other persons relating to such matters.

30. Access to Property. Permittee acknowledges Valdez's right to enter upon the Property to make such inspections and tests as Valdez may deem appropriate to determine compliance with

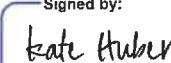
this Permit; any such investigations or tests shall be for Valdez's purposes only, and shall not be construed to create any responsibility or liability on Valdez's part to Permittee or any person.

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

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

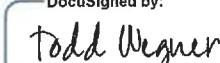
IN WITNESS WHEREOF the parties have caused this Permit to be executed by their duly authorized officers the day and year first above written.

CITY OF VALDEZ, ALASKA

Signed by:  
By:   
Kate Huber, Community Development Director  
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Date: 12/17/2025 | 4:26 PM AKST

PERMITTEE: VALDEZ CITY SCHOOL  
DISTRICT

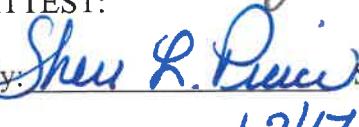
DocuSigned by:  
By:   
Todd Wegner, Athletic Director  
459859A497B54F0...

Date: 12/17/2025 | 11:25 AM PST

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

By:   
Jon S. Wakeland

ATTEST:

By:   
Sheri L. Pierce, MMC, City Clerk  
12/17/25



TEMPORARY LAND USE PERMIT NO. 26-01

Page 8 of 12

## Exhibit “A”



TEMPORARY LAND USE PERMIT NO. 26-01

Page 9 of 12

Exhibit "A1"

TEMPORARY LAND USE PERMIT NO. 26-01

Page 10 of 12



Exhibit "B"



Exhibit "B1"



## TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT ("Agreement") is made and entered into this the 17<sup>th</sup> day of December, 2025, by and between the City of Valdez, Alaska (hereinafter, the "Grantor" or ("City"), and the Valdez City School District (hereinafter, the "Grantee").

That, for and in consideration of an annual 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 and Exhibit B, which identifies the Property Access Trail ("Trail").

Subject to the covenants and agreements set forth herein expressed, so that the Grantee may have access to the Property for the sole purpose of using the Property to cross over the Property for the term beginning the 16th day of January, 2026 and ending the 17<sup>th</sup> day of January, 2026. Grantor may mark the Trail with trail markings such as colored plastic tape and Grantee agrees that it and its volunteers and participants shall stay within trail markings when crossing the Property.

### GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:

1. 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.

2. 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.

3. Any notice required or permitted by this Agreement may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail with sufficient postage attached thereto:

**Grantor:**

**CITY OF VALDEZ**  
**212 Chenega Avenue**  
**Valdez, Alaska 99686**

**Grantee:**

**VALDEZ CITY SCHOOL DISTRICT**  
**PO Box 398**  
**Valdez, Alaska 99686**

Notice of change of address shall be treated as any other notice.

4. 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.

**A. GRANTOR EXPRESSLY COVENANTS:**

1. Grantee and Grantee's agents, assigns and successors shall have access at all times subject to this Agreement, to the extent of Grantor's authority to grant such access, and subject to Grantor's security policies and procedures, to the Property for the purposes set forth herein.

**B. 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. Grantee covenants to limit the use of the Property for the two ski race events held on January 16<sup>th</sup> and January 17<sup>th</sup>, 2026 for ski racing and race course set up, volunteer staging and for no other purposes whatsoever.

3. In the event Grantor shall, in the future, wish to grant easements or rights-of-way which 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.

4. Grantee shall make no permanent 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 shall be considered abandoned and the improvements shall become the property of Grantor. Except as otherwise provided herein, termination of this Agreement shall be by operation of law. If this Agreement is so terminated, consideration paid shall be forfeited.

5. Grantee may not use this grant of access for any purpose other than that which is specifically described herein and shall not otherwise violate the terms of this Agreement. Upon a determination of the by the City Manager that the Property is being or has been used by Grantee for any purpose other than stated herein or that Grantee has otherwise violated the terms of this Agreement, the Grantor may in its sole discretion terminate the Agreement. Upon termination of the Agreement 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 any beneficiary of this paragraph shall be a waiver of the operation or enforcement of the paragraph.

6. Grantee agrees to comply with all rules, regulations and policies promulgated by Grantor pertaining to the use of the Property.

7. 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. Although not allowed by this Agreement, in the event that Grantee contracts for any work to be performed on the Property, 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.

8. Grantee shall obtain all necessary city, state, federal, or other required building permits.

9. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the Property due to Grantee's use

of the Property for the purposes set forth herein. Grantor shall determine, in its sole discretion, whether Grantee's restoration complies with this paragraph. In the event Grantee fails to perform the restorative or revegetative work required by this paragraph to the sole satisfaction of Grantor, and after thirty (30) days prior written notice specifying with particularity the failure and indicating the remedial steps needed to cure same, Grantor shall be allowed to perform said work, and Grantee shall pay within thirty (30) days all direct and indirect costs incurred by Grantor for restorative or revegetative work including, but not limited to, regrading, filling, revegetation, erosion control, and replacing of soil.

10. 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 for the term of this Agreement and shall provide proof of the same prior to using the Property. Minimum insurance requirements are as follows:

a. General Liability: Covering the Grantee 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): Grantee 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.

11. Grantee shall deposit with the City of Valdez a copy or copies of the above insurance coverage together with appropriate evidence that the premiums thereupon have been paid. All such insurance of Grantee shall name the City of Valdez as an additional insured party and provide that the City of Valdez shall be notified at least thirty (30) days prior to any termination, cancellation, or material change in such insurance coverage. Such requirement for insurance coverage shall not relieve Grantee of any of its other obligations under this Agreement. For the purpose of waiver of subrogation, Grantee releases and waives all rights to claim or recover damages, costs or expenses against the City of Valdez for any casualty of any type whatsoever in, on or about the Property 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. Where workman's compensation insurance is required under state or federal law the City may require proof of such insurance.

12. If, in the sole discretion of Grantor, Grantee has violated any provision of this Agreement, Grantor may immediately terminate Grantees use of City Property under this Agreement and require immediate repair, replacement, or reimbursement of damaged property as provided herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Temporary Access Agreement to be executed the day and year first above written.

**GRANTOR:**

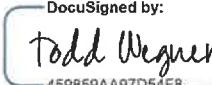
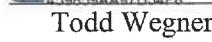
**CITY OF VALDEZ, ALASKA**

Signed by:  
  
By:   
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Nathan Duval, City Manager

Date: 12/17/2025 | 11:38 AM AKST

**GRANTEE:**

**VALDEZ CITY SCHOOL DISTRICT**

DocuSigned by:  
  
By:   
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Todd Wegner, Athletic Director

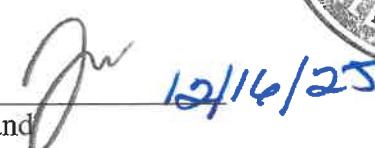
Date: 12/17/2025 | 11:22 AM PST

ATTEST:

By:   
Sheri L. Pierce, MMC, City Clerk

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



By:   
Jon Wakeland

## EXHIBIT A



## Exhibit B

