



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Meeting Agenda - Final Planning and Zoning Commission

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Wednesday, June 11, 2025

7:00 PM

Council Chambers

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### Regular Meeting

#### REGULAR AGENDA - 7:00 PM

#### I. CALL TO ORDER

#### II. ROLL CALL

#### III. PUBLIC BUSINESS FROM THE FLOOR

#### IV. NEW BUSINESS

1. [Approval of Final Plat of Alaska State Land Survey No. 2021-07. A Municipal Entitlement Selection - ADL 58905.](#)

#### V. REPORTS

1. [Report: Issuance of Temporary Land Use Permit #25-06 for Wilson Brothers Distributing for Six Months, for a 1.44-acre portion of 226 S Harbor Drive, Tract G, Harbor Subdivision](#)
2. [Report: Issuance of Temporary Land Use Permit #25-02 for End of the Road Ren Fair for an Approximately 8-Acre Portion of 251 Pioneer Drive, Lot 2, Block 2, Mineral Creek Mineral Creek Subdivision \(N Barney Meyring Parkstrip\) Owned by the City of Valdez](#)

#### VI. COMMISSION BUSINESS FROM THE FLOOR

#### XI. ADJOURNMENT



## Legislation Text

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**File #:** 25-0257, **Version:** 1

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**ITEM TITLE:**

Approval of Final Plat of Alaska State Land Survey No. 2021-07. A Municipal Entitlement Selection - ADL 58905.

**SUBMITTED BY:** Paul Nylund - Senior Planner / GIS Technician

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Approve final plat for Alaska State Land Survey No. 2021-07, ADL 58905.

**SUMMARY STATEMENT:**

On February 8<sup>th</sup>, 2022, the State of Alaska, Department of Natural Resources issued Survey Instructions to transfer state land ADL 58905, ASLS 2021-07 to the City of Valdez. A survey of this municipal entitlement land must be prepared by the City and accepted by the State Department of Natural Resources (DNR) in order to complete the conveyance procedures. Currently, Valdez has interim management authority for these lands, but cannot subdivide, sell, or develop them until formal conveyance occurs.

In July 2022, Professional and Technical Services Inc. was awarded contract #1942 and given notice to proceed to survey ASLS 2021-07. The scope of the work included survey, monumentation and platting of ASLS 2021-07 / ADL 58905, the Municipal Entitlement tracts of approximately 160 acres of land, less navigable waters of Mineral Creek, approved for conveyance to the City of Valdez.

The preliminary plat for this survey was reviewed by the State of Alaska DNR Surveying Department and then approved by the City of Valdez Planning and Zoning Commission at their public meeting on May 9<sup>th</sup>, 2024. All requested changes to the preliminary plat have been made by the surveyor on this project and are reflected on this final version of the plat. AK DNR awaits the approval from the Valdez platting authority before issuing their final approval.

Community Development staff recommends that the Planning and Zoning Commission approve the final plat of ASLS 2021-07, and authorize the DNR to accept this version and move towards conveyance of this land to the City of Valdez.



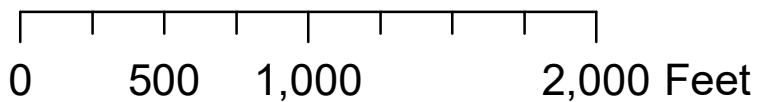
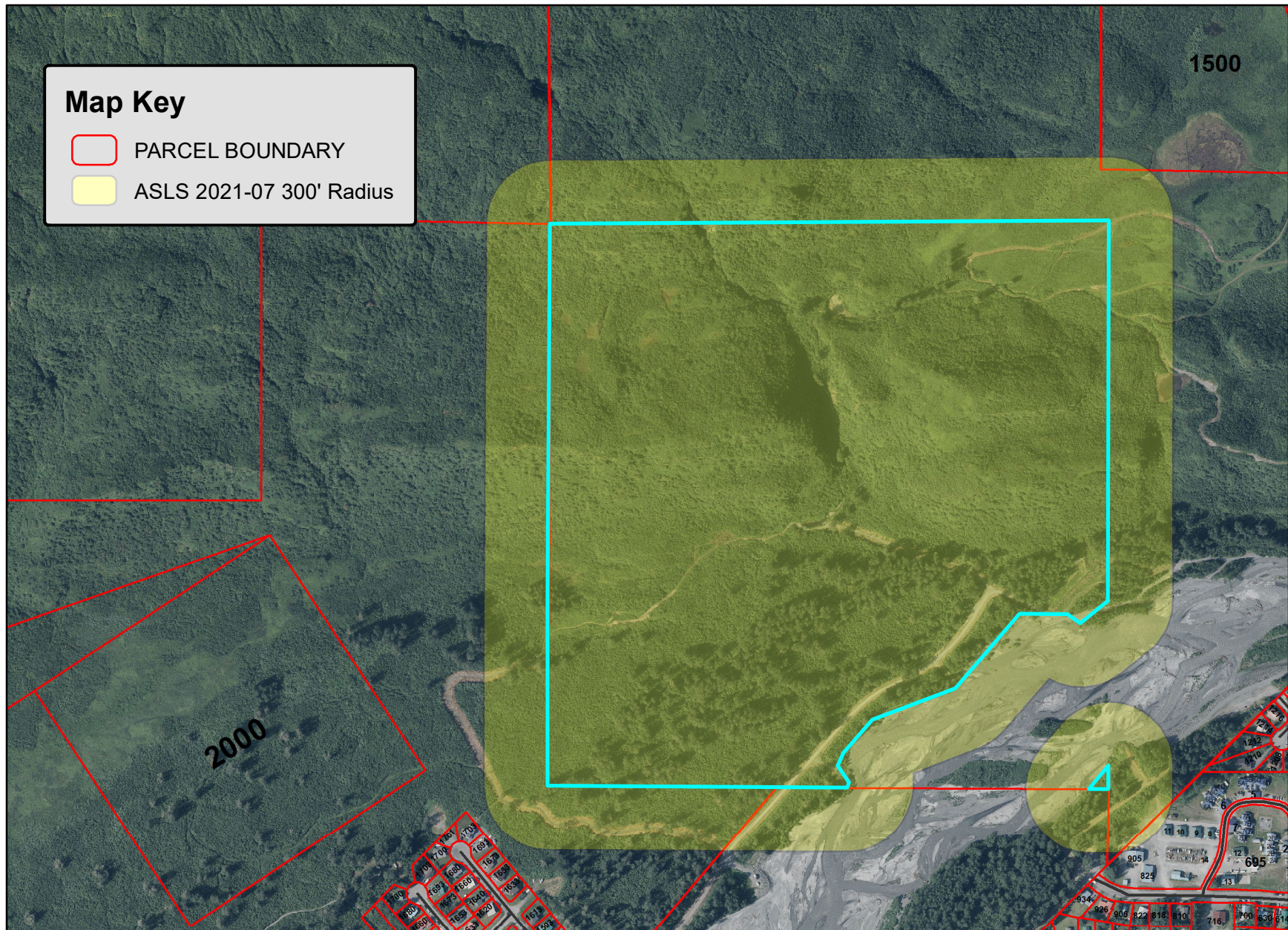








# ASLS 2021-07 300'Radius



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.





## Legislation Text

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**File #:** 25-0258, **Version:** 1

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**ITEM TITLE:**

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

**SUBMITTED BY:** Nicole Chase, Senior Planner

**FISCAL NOTES:**

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

**RECOMMENDATION:**

N/A report only

**SUMMARY STATEMENT:**

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

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

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

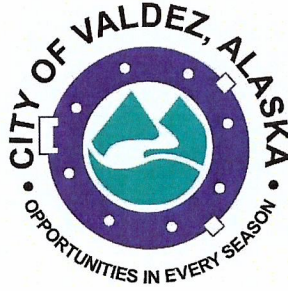
Public Works Director, Capital Facilities Director, and Ports and Harbors Director were solicited for comments on the application and expressed no objection to the use requested.

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



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

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



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

**Permit No. 25-06**

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

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 belonging to Valdez pursuant to the terms of this Permit Agreement:

1.44 Acre Portion of 226 South Harbor Drive Tract G, Harbor Subdivision (See Exhibit "A")

2. Term and Termination. Permittee may use the Property for the purposes set forth herein beginning on the **1st day of June, 2025 and continuing until the 30th day of November, 2025**. In no circumstance shall this Permit exceed six months in duration. The City of Valdez, may at its sole discretion terminate this Permit at any time for any reason with 30 days' written notice to Permittee. Permittee shall vacate the property within thirty days from receiving written notification from the City of Valdez.

3. Use. Permittee shall use the Property for parking and staging of refrigeration trailers and a generator for supplying power to the units and for no other purpose whatsoever without the prior written consent of the City of Valdez. Wilson Brother's Distributing Company shall maintain a free and clear access aisle for Port access to the rear of the property. Use of the Property under this Permit shall not adversely impact public access or Valdez operations. **No permanent structures shall be erected on the property; and no permanent alteration of the land shall occur.**

TEMPORARY LAND USE PERMIT NO. 25-06

Page 1 of 6



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

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

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

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

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

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

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

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

\$500,000 bodily injury disease policy limit

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

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

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

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

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

11. Indemnity. Permittee shall hold the City of Valdez harmless from and against any and all damages arising out of any damage to any persons or property occurring in, on, or about the Property.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

CITY OF VALDEZ, ALASKA

PERMITTEE: WILSON BROTHERS DISTRIBUTING CO

Signed by:  
By: Kate Huber  
BP5C663D3C1E4C8...  
Kate Huber, Community Development Director

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

DocuSigned by:  
By: Curt Wilson  
1ADE585843E8438...  
Curt Wilson, Owner

Date: 6/2/2025 | 1:38 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"  
226 S Harbor Drive



1/24/2022, 4:31:22 PM  
COVparcels  
Valdez City Limits

1:2,257  
0 0.01 0.01 0.03 mi  
0 0.01 0.03 0.05 km  
Source: Esri, Maxar, GeoEye, Earthstar, GeoTechnics, CNES/Airbus, DG  
COV Planning - GIS  
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CITY OF VALDEZ, ALASKA

RESOLUTION #23-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ,  
ALASKA, ESTABLISHING FEES FOR TEMPORARY LAND USE  
PERMITS AND REPEALING RESOLUTION NO. 12-36 FORMERLY  
SETTING SAID FEES

WHEREAS, Valdez Municipal Code 17.48.140 requires fees for temporary land use permits to be passed by resolution of City Council; and

WHEREAS, this resolution repeals and replaces resolution 12-36 formerly setting said fees; and

WHEREAS, staff is proposing changes to the fee valuation to adjust fee rates for inflation, reflect the 2023 assessed value of land, and exempt temporary land use permit fees for community events that are 10 days or less in duration.

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

Section 1. Resolution 12-36 is hereby repealed.

Section 2. Fees for temporary land use permits shall be as follows:

- a. For temporary land use permits for areas that are less than two acres in size, the fee shall be a flat monthly rate of \$311.00, or a pro-rated daily rate of \$11 per day for those periods less than one month.
- b. For temporary land use permits for areas that are greater than two acres in size, staff recommends a rental rate of 10% of assessed value by land type divided by twelve and multiplied by the number of months of the permit.

Waterfront properties:	\$240,000 / acre
Tidelands properties:	\$28,900 / acre
Commercial properties:	\$174,000 / acre
Heavy Industrial properties:	\$12,000 / acre
Light Industrial properties:	\$43,000 / acre

- c. Not-for-profit community or celebrations lasting 10 days or fewer in duration that are of civic, political, public, or educational nature, including fairs, festivals, or other public gathering sponsored by the city or a community organization as defined below, are exempted from temporary land use permit fees.


"Community organization" means any nonprofit community organization, fraternal, benevolent, educational, philanthropic, or service organization, employee organization, any person who solicits or obtains contributions solicited from the public for charitable purposes, and any person who holds any assets for charitable purposes.

- d. There shall be no fees levied for temporary land use permits on private, state, or federally owned property; the temporary land use permit fees outlined in this resolution are applicable to city owned property only.
- e. Fee waiver and discount requests that do not meet the requirements of section 2 (c) of this resolution may be considered at the discretion of City Council pursuant to city fee waiver policy 5100-01.


Section 3. This resolution shall take effect immediately upon passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 15<sup>th</sup> day of August 2023.

CITY OF VALDEZ, ALASKA

  
Sharon Scheidt, Mayor

ATTEST:

  
Sheri L. Pierce, MMC, City Clerk





CITY OF VALDEZ, ALASKA

RESOLUTION NO. 12-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ,  
ALASKA, ESTABLISHING THE FEES FOR TEMPORARY LAND USE  
PERMITS AND REPEALING RESOLUTION NO. 05-11 FORMERLY  
SETTING SAID FEES

WHEREAS, the City Council passed Ordinance No. 11-03 on April 18, 2011 amending the Valdez Municipal Code related to Temporary Land Use Permits ; and

WHEREAS, the Ordinance requires the Fees for Temporary Land Use Permits to be passed by resolution of the Council; and

WHEREAS, this resolution repeals the former resolution from 2005 setting the fees and establishes new fees appropriate to the code revisions passed in Ordinance No. 11-03.

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

Section 1. Resolution 05-11 is hereby repealed.

Section 2. The fees for Temporary Land Use Permits shall be as follows:

- a. For permits not exceeding two acres in size and for a period of one month (31 days) or less, the fee shall be \$250 or \$9 per day if the permit lasts less than one month. The fee shall be paid in advance.
- b. For permits not exceeding two acres in size, and for a period of three months or less, the fee shall be \$250 per month; except that a pro-rated daily fee of \$9 may be paid in the case where an entire month is not used. The fee shall be paid in advance of each month.
- c. For permits not exceeding two acres in size and for a period of six months or less, the fee shall be \$250 per month; except that a pro-rated daily fee of \$9 may be paid in the case where an entire month is not used. The fee shall be paid in advance of each month.
- d. For permits exceeding two acres in size, and for a period of six months or less, the fee shall be ten percent of the fair market value per acre of the property, divided by twelve and multiplied by the number of months for which the permit is issued. The fair market value is determined to be:

Waterfront:	\$131,000/acre
Tidelands:	\$12,415/acre
Commercial:	\$217,800/acre
Heavy Industrial:	\$10,890/acre
Light Industrial:	\$15,000/acre

Section 3. This resolution shall take effect upon passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,  
ALASKA, this 18<sup>th</sup> day of June, 2012.

CITY OF VALDEZ, ALASKA



David C. Cobb, Mayor

ATTEST:



Sheri L. Pierce, MMC, City Clerk





## Legislation Text

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**File #:** 25-0259, **Version:** 1

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**ITEM TITLE:**

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

**SUBMITTED BY:** Nicole Chase, Senior Planner

**FISCAL NOTES:**

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

**RECOMMENDATION:**

N/A report only

**SUMMARY STATEMENT:**

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

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

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

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





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

**Permit No. 25-02**

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this 3<sup>rd</sup> day of May, 2025 by and between the **CITY OF VALDEZ**, an Alaska municipal corporation (hereinafter referred to as "Valdez"), whose address is P.O. Box 307, Valdez, Alaska, 99686, and **END OF THE ROAD REN FAIR**, (hereinafter referred to as "Permittee"), whose address is **P.O. Box 1132, Valdez AK 99686**.

**WITNESSETH:**

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

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

2. Term and Termination. Permittee may use the Property for the purposes set forth herein beginning on the **18<sup>th</sup> day of June, 2025 and continuing until the 22<sup>th</sup> day of June, 2025**. In no circumstance shall this Permit exceed 10 days in duration. Permittee shall vacate the property immediately upon expiration of this permit.

3. Use. Permittee shall use the Property for a renaissance fair open to the public. The event will include a vendor square, food vendor area, stage, portable restrooms, game areas, performances, baking demonstration, and alcohol consumption area. Use of the Property under this Permit shall not adversely impact public access or City of Valdez operations. **No permanent structures shall be erected on the property; and no permanent alteration of the land shall occur.** This permit is subject to the additional conditions set forth in Exhibit B.

4. Permittee Not a Lessee. No legal title or leasehold interest in the Property shall be

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

5. Fee. Pursuant to resolution #23-43 fees for this Agreement have been waived by Valdez City Council passed and approved August 15, 2023.

6. Insurance Requirement. The Permittee shall, at its own expense, purchase, maintain and otherwise keep in force the following insurance for the duration of this Agreement. The City shall be notified no fewer than thirty (30) days prior to any termination, cancellation, or any other material change in such insurance. The Permittee shall provide the City proof of insurance with a full policy including all endorsements prior to the commencement of any activity undertaken in connection with this Temporary Land Use Permit Agreement.

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

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

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

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

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

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

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

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

11. Indemnity. Permittee shall hold the City of Valdez harmless from and against any and all damages arising out of any damage to any persons or property occurring in, on, or about the Property.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

CITY OF VALDEZ, ALASKA

PERMITTEE: END OF THE ROAD REN FAIR

Signed by:  
By: Kate Huber  
8D5C663D3C1E4C8...  
Kate Huber, Community Development Director  
Date: 5/30/2025 | 12:00 PM AKDT

Signed by:  
By: Zadie Carmen  
03D5488D2C31480...  
Zadie Carmen, President and Event Director  
Date: 5/30/2025 | 11:45 AM AKDT

ATTEST:

By: Sheri L. Pierce  
Sheri L. Pierce, MMC, City Clerk

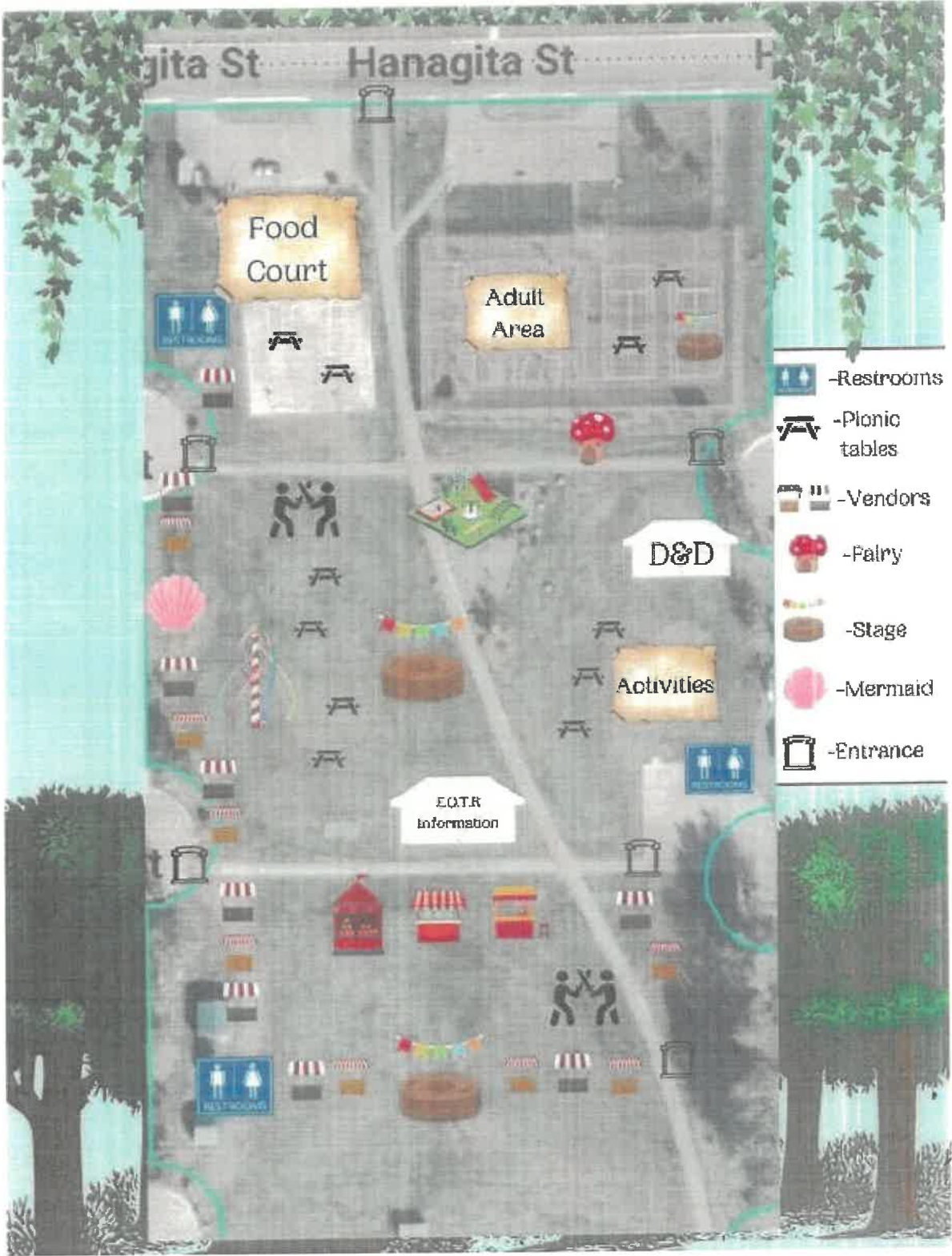
Approved as to Form:  
BRENA, BELL & WALKER, P.C.  
Attorneys for the City of Valdez

By: Jon S. Wakeland  
Jon S. Wakeland



Exhibit “A”





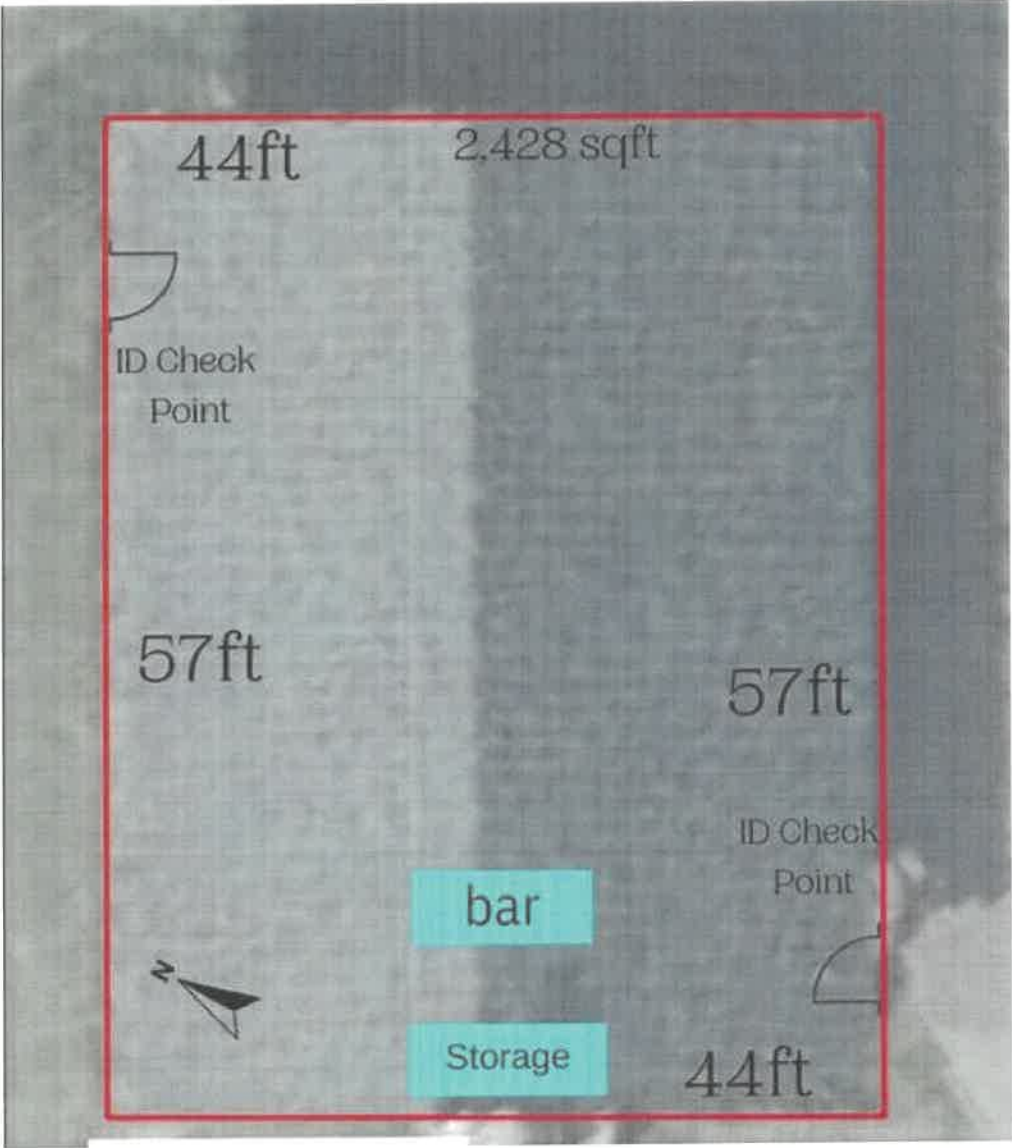


EXHIBIT “B”

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

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