



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, January 6, 2026

7:00 PM

Council Chambers

Regular Meeting

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [Approval of Minutes for Regular Council Meeting of December 16, 2025](#)

V. PUBLIC BUSINESS FROM THE FLOOR

VI. CONSENT AGENDA

1. [Appointment to VMHA Board of Directors - Applicant: Martha Barberio](#)
2. [Approval To Go Into Executive Session Re: 1\) Implications for City Revenues and Litigation Strategy Regarding Trans Alaska Pipeline System Ad Valorem Tax Issues; 2\) Discussion of Ongoing Escaped Property Legal Issues; 3\) Discussion of Local Regulation and Assessment of Oil Spill Prevention and Response Property](#)

VII. RESOLUTIONS

1. [#26-01 - Amending the Housing Incentive Plan for the Purpose of Constructing New Residential Dwelling Units and Rescinding Resolution #24-14](#)
2. [#26-02 - Authorizing the Purchase of a 5-Acre Parcel, Known as Lot 2, Mineral Creek Industrial Subdivision \(Tract K\) From the Port Valdez Company, Inc. in the Amount of \\$415,000](#)
3. [#26-03 - Authorizing the Sale of a 2011 Skidsteer Bobcat S100](#)

VIII. REPORTS

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

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

1. City Manager Report

1. [City Manager Written Report](#)

2. City Clerk Report

3. City Attorney Report

4. City Mayor Report

XV. COUNCIL BUSINESS FROM THE FLOOR

XVI. EXECUTIVE SESSION

XVII. RETURN FROM EXECUTIVE SESSION

XVIII. ADJOURNMENT

XIX. APPENDIX

1. [January 2026 Council Calendar](#)



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 26-0001, **Version:** 1

ITEM TITLE:

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

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Review and approve minutes.

SUMMARY STATEMENT:

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

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



DRAFT- Meeting Minutes

Tuesday, December 16, 2025

7:00 PM

Regular Meeting

Council Chambers

City Council

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

Mayor Fleming called the regular meeting to order at 7:01 p.m.

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

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

Also Present : City Clerk Sheri Pierce
City Manager Nathan Duval
Deputy City Clerk Elise Sorum-Birk

IV. PUBLIC APPEARANCES**1. Biannual Report on T3 Alliance and Mariculture**

Tommy Sheridan and Adam Low gave an update and the Teaching through Technology (T3) program and workforce development efforts in Valdez related to maritime industries and mariculture.

V. PUBLIC BUSINESS FROM THE FLOOR**VI. CONSENT AGENDA****1. Approval To Go Into Executive Session Re: 1) Discussion of Litigation Strategy for Larry Ables Lawsuit; 2) Implications for City Revenues and Litigation Strategy Regarding Trans Alaska Pipeline System Ad Valorem Tax Issues; 3) Discussion of Ongoing Escaped Property Legal Issues; 4) Discussion of Local Regulation and Assessment of Oil Spill Prevention and Response Property**

Mayor Fleming noted that first item on the executive session call, related to Ables lawsuit would be removed from the executive session.

MOTION: Council Member Love moved, seconded by Council Member Lally, to approve the consent agenda.

VOTE ON MOTION:

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

VII. RESOLUTIONS

- 1. #25-64 - Authorizing a Lease Amendment and Extension to the Lease and Management Agreement with the Valdez Museum and Historical Archive Association for the Museum and Museum Annex**

MOTION: Council Member Love moved, seconded by Council Member Foster, to approve Resolution 25-64.

VOTE ON MOTION

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

- 2. #25-65 - Amending the 2025 City Budget by Reallocating \$171,100 in Previously Appropriated Funds**

Council Member Love asked for and received clarification on adjustment to the administration budget in relation to the assistant city manager position.

MOTION: Council Member Lally moved, seconded by Council Member Love, to approve Resolution 25-65.

VOTE ON MOTION

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

VIII. REPORTS

- 1. Alaska Women's Business 3rd Quarter Report**
- 2. 2025 Valdez By the Numbers**

Mayor Fleming thanked Economic Development Director Barberio for providing the reports.

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

- 1. City Manager Report**

City Manager Duval shared highlights from the Alaska Municipal League and Alaska Municipal Managers Association conferences and congratulated City Clerk Sheri Pierce on receiving the Vic Fischer Local Government Leadership Award.

He noted that updates on federal actions related to vessels of opportunity and shared forestry receipts had been shared via email. Duval also shared that the city had donated to the Coast Guard holiday party and reminded Council of the upcoming city holiday

party.

Council Member Love asked Duval about the timeline for the school remodel and the cookies with the City Manager event.

2. City Clerk Report

City Clerk Sheri Pierce shared that she was deeply honored to receive the Vic Fischer award and shared her memories of and praise for Vic Fischer.

Pierce wished everyone happy holidays and shared additional information on the donation to the coast guard and the upcoming holiday party.

3. City Attorney Report

City Attorney Staser also congratulated City Clerk Pierce on her award. He provided a brief update on the Valdez Marine Terminal Contingency Plan renewal and upcoming presentation to the state Department of Environmental Conservation on the secondary containment lining issue. Staser shared that a final judgement for 2019 to 2023 tax years had issued in the escaped property case at the superior court level. He noted additional items would be discussed in executive session.

4. City Mayor Report

Mayor Fleming echoed congratulations to City Clerk Pierce on the honor of receiving the Vic Fischer local government award.

He shared his experiences at the Alaska Conference of Mayors and Alaska Municipal League conferences- noting a focus on the devastation in Western Alaska and overall challenges facing the state. He stated that many communities in Alaska were struggling in comparison to Valdez.

Fleming shared about the upcoming February Juneau trip and highlighted that it would be beneficial to have a smaller more focused group participate.

He wished everyone a Merry Christmas.

X. COUNCIL BUSINESS FROM THE FLOOR

Council Members congratulated City Clerk Pierce on the Vic Fischer award, shared experiences of the Alaska Municipal League Conference and wished everyone happy holidays.

Additional details shared included:

- Council Member Greene highlighting the importance of workforce development programs.
- Council Member Witte expressing thanks on behalf of Cordova city council members she had spoken to for use of the trash truck.

- Council Member Devens reflecting on the history of Alaska Municipal League and the parallels between the 14th Annual Local Government Conference in the wake of the 1964 earthquake and the 75th conference in the wake of the typhoon in Western Alaska and expressing optimism for Alaska communities lifting each other up.
- Council Member Love commented on the high winds and expressed appreciation for efforts of city staff. He encouraged everyone to be mindful.

XI. EXECUTIVE SESSION

Mayor Fleming noted that the regular meeting was at an end and passed the gavel to Mayor Pro Tempore Love for Executive Session.

XII. RETURN FROM EXECUTIVE SESSION

Mayor Pro Tempore Love announced that the city attorney would proceed as directed in the executive session.

XIII. ADJOURNMENT

Mayor Pro Tem Love adjourned the meeting.



Legislation Text

File #: 26-0005, **Version:** 1

ITEM TITLE:

Appointment to VMHA Board of Directors - Applicant: Martha Barberio

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Review and appoint applicant.

SUMMARY STATEMENT:

The City Clerk's Office has advertised for upcoming vacancies on the Valdez Museum and Historical Archives Board of Directors due to normal term expiration.

The following application has been received:

- Martha Barberio

If appointed the applicant will serve a full 3-year term from January 31, 2026 to January 31, 2029.

2 additional seats are still being advertised for.

Martha Barberio

Application

Status

Submitted on Oct 31, 2025

Valdez Museum & Historical Archive Association Board of Directors: Submitted

Profile

How did you learn about this vacancy?

I am a Current Board/Committee/Commission Member

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

yes

First Name

Martha

Last Name

Barberio

Middle Initial

(Blank)

Prefix

(Blank)

Suffix

(Blank)

Email Address

[REDACTED]

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

[REDACTED]

City

Valdez

Home Address

[REDACTED]

Suite or Apt

(Blank)

State

AK

Postal Code

99686

Alternate Phone

Business: ([REDACTED])

Primary Phone

Home: ([REDACTED])

Employer

City of Valdez

Job Title

(Blank)

OccupationED Director

Interests & Experience**Why are you interested in serving on a City of Valdez board or commission?**

I am interested in history

Upload a Resume or Letter of Interest**Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.**Current Vice President

Internal Tracking[Edit Tracking Fields](#)**Applicant Notified of Appointment or Rejection?**

No/No Answer

Appointment Letter or Rejection Letter Sent?

No/No Answer

Commission or Board Admin Notified of Appointment?No/No Answer

NEW APPOINTEE IN-PROCESSING**Boards & Commission Handbook Issued?**

No/No Answer

Boards & Commission Contact Form Complete?

No/No Answer

Voter Registered?

No/No Answer

Social Media Policy Reviewed?

No/No Answer

Affadavidt of Intent Complete (If Applicable)?

No/No Answer

iPad Policy Signed (If Applicable)?

No/No Answer

By-Laws Reviewed (If Applicable)?

No/No Answer

Oath of Office?

No/No Answer

Comments



Legislation Text

File #: 26-0006, **Version:** 1

ITEM TITLE:

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

SUBMITTED BY: Jake Staser, City Attorney

FISCAL NOTES:

Expenditure Required: NA

Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

Approve Executive Session Re: 1) Implications for City Revenues and Litigation Strategy Regarding Trans Alaska Pipeline System Ad Valorem Tax Issues; 2) Discussion of Ongoing Escaped Property Legal Issues; 3) Discussion of Local Regulation and Assessment of Oil Spill Prevention and Response Property

SUMMARY STATEMENT:

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

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

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



Legislation Text

File #: RES 26-0001, **Version:** 1

ITEM TITLE:

#26-01 - Amending the Housing Incentive Plan for the Purpose of Constructing New Residential Dwelling Units and Rescinding Resolution #24-14

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: \$350,000

Unencumbered Balance: \$350,000

Funding Source: 350-8000-55000-586 Land - Housing Incentive

RECOMMENDATION:

Approve Resolution #26-01 - Amending the Housing Incentive Plan for the Purpose of Constructing New Residential Dwelling Units and Rescinding Resolution #24-14

SUMMARY STATEMENT:

The housing incentive program was started in 2022 granting \$10,000 per new housing unit created in Valdez. The program has been used in the construction of approximately 65 housing units from single family residential to market rate multi-family, to income based and senior housing. The initial goal & appropriation for the program was for 100 housing units.

The preliminary draft of the Housing Needs Assessment identifies a continued lack of inventory in Valdez. In light of preliminary findings and the current expiration of the program 12/31/25, the Housing Subcommittee is recommending the continuation of the program.

After further discussions with Council in review of the Housing Needs Assessment the program may be modified to meet future Council objectives.

CITY OF VALDEZ, ALASKA

RESOLUTION #26-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE HOUSING INCENTIVE PLAN FOR THE PURPOSE OF CONSTRUCTING NEW RESIDENTIAL DWELLING UNITS AND RESCINDING RESOLUTION #24-14

WHEREAS, the City of Valdez 2021 Comprehensive Plan Revision-*Plan Valdez* creates a goal to “Promote, Protect, and Build Quality Housing” and lists as an action item to “Develop Housing-Directed Incentive Programs”; and

WHEREAS, the public survey conducted during compilation of the Valdez 2021 Comprehensive Plan Revision-*Plan Valdez* listed housing as the top community funding priority; and

WHEREAS, the City Council has consistently ranked housing as a top policy priority in recent years; and

WHEREAS, the 2025 City of Valdez Housing Assessment identified a continued lack of inventory; and

WHEREAS, the City Council continues to support offering a one-time payment of \$10,000 per newly established residential dwelling unit as an incentive to encourage the construction of housing.

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

Section 1. The City Council of the City of Valdez, Alaska hereby authorizes adoption of the City of Valdez Housing Incentive Plan as amended (Attachment A).

Section 2. The Land Development Reserve Fund shall remain the funding source for the Housing Incentive Plan payment.

Section 3. The Housing Incentive Plan shall continue in effect through December 31, 2027, or until the lapse of appropriated funds.

Section 4. Resolution #24-14 is hereby rescinded.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 6th day of January, 2026.

Resolution #26-01
Page 2

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

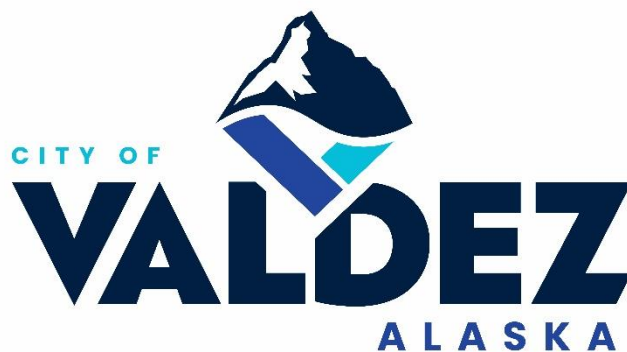
CITY OF VALDEZ, ALASKA

HOUSING INCENTIVE PLAN

Adopted – March 15, 2022

Amended-June 21, 2022

**Expires – 12/31/2027 or once
appropriations are expended**



CITY OF VALDEZ, ALASKA HOUSING INCENTIVE PLAN

PURPOSE

This City of Valdez, Alaska Housing Incentive Plan (the “Plan”) shall take effect on March 15, 2022 and is intended to promote the development of housing in areas within the City of Valdez, Alaska (the “City”) in order to promote the public health, economic stability, safety, expansion of housing capacity, and welfare of the residents of the City. More specifically, through the Plan, the City offers assistance for newly constructed residential dwelling units that meet specific criteria.

The City’s Housing Incentive Plan is available to newly constructed single-family, two-family, and multi-family residential dwelling units within areas of the City of Valdez that are outside the special flood hazard area.

Subject to the terms and conditions of this Plan, the owner of property participating in the Plan may receive an incentive of a one-time payment of \$10,000 per newly established dwelling unit.

CRITERIA FOR DETERMINATION OF ELIGIBILITY

- I. Subject to the requirements of this Plan, a new dwelling will receive a one-time payment of \$10,000.
- II. City staff will use the following criteria to determine eligibility for participation in the Plan:
 - A. Construction of new dwelling units must be completed on or after the application date. No applications will be accepted for completed improvements. The final inspection date must be after date of commencement of program.
 - B. New dwelling units constructed must meet Valdez Building Code requirements and must be issued a Certificate of Occupancy by the Building Official (the “Building Official”).
 - C. The new dwelling units must meet minimum occupancy requirements under the Valdez Building Code and, prior to issuance of Certificate of Occupancy, shall not have been listed on assessment rolls as residential dwelling units.
 - D. Upon completion, all new dwelling units must conform to all City codes and regulations in effect at the time new dwelling units are constructed. Building permits must be approved before commencement of construction. All building permits must be renewed prior to expiration.
 - E. Dwelling units must be located outside of the Special Flood Hazard Area to be eligible for this Plan.
 - F. Dwelling units may not be used as short-term rental units (as defined in Title 17) for a period of five years after any award of funds under this Plan. Should the applicant or a subsequent owner be found to have used the dwelling units as a short-term rental unit during the five-year period after the award of funds, the applicant or owner shall remit the \$10,000 awarded under this Plan to the City as liquidated damages. Prior to enforcing

this condition, the City shall provide a written notice of the alleged violation and have an opportunity to cure the violation within 30 days.

- G. City staff shall have the authority and discretion to approve or reject applications based on the eligibility standards and review criteria contained herein and in the Plan. If any applicant is dissatisfied with City staff's decision, a written appeal may be submitted to the City Manager for final determination.

APPLICATION PROCEDURE

Prior to filing an application for the housing incentive, the following steps must be taken:

- A. **COMPLETE PART I: Pre-Qualification:** Prior to the commencement of construction of any new dwelling unit, the property owner must complete and submit to the Building Official Part I of the application.
- B. **Preliminary Approval:** The Building Official will certify that the application, property, and proposed new dwelling units meet the requirements of this Plan. The Finance Department will ensure all property taxes for the development site are current.
- C. **Notice of Final Approval and Procedure Construction:** The Building Official, or a designated representative, will file, with the City Manager approval of Part 1, with the associated building permit, and withhold permit approval until such City Manager approval is secured. The City Manager will forward a copy of the application to the City Clerk for monitoring purposes. Note: commencing construction prior to receiving this notice from the City will cause the property and improvements to be ineligible for participation in the Plan.
- D. **COMPLETE PART II: Recertification:** If construction of the dwelling unit(s) has not been completed within three (3) calendar years, the property owner must complete and submit Part II of the application to the Building Official by January 30 of the third year. The Building Official may, upon written application from the property owner, approve an extension of six months for completion of construction.
- E. **COMPLETE PART III: Final Approval:** Immediately upon completion of the improvements and after issuance of Certificate of Occupancy, the property owner shall file Part III of the application with the Building Official. Upon receipt of Part III, the Building Official's Office will conduct an on-site inspection of the construction project to confirm completion, confirm compliance with all applicable building codes, zoning law and regulations, and issue any occupancy permits. The Building Official may deny the property and improvements participation in the Plan for any violation of applicable building codes or regulations or failure to qualify for an occupancy permit.

FURTHER TERMS AND CONDITIONS

- A. Any property that is delinquent in payment to City of Valdez, Alaska of real estate tax and/or assessment will be ineligible to receive payment through the Housing Incentive Plan; however, the City, in its sole discretion, may reinstate the property for eligibility one time after being delinquent on the above-mentioned taxes or assessments during the life of the property's participation in the Housing Incentive Plan.
- B. If the property that has been approved for the Housing Incentive Plan is sold prior to issuance of Certificate of Occupancy, the new property owner shall be eligible for housing incentive payment upon satisfaction of the requirements set forth herein.

- C. The City of Valdez will issue incentive checks to the property owner or their designee after the issuance of the Certificate of Occupancy.

PLAN PERIOD

This Plan will terminate on December 31, 2027, unless terminated sooner by City action. The termination date of December 31, 2027 represents the deadline for filing an application for this Plan. Construction of any project approved under this Plan must receive a certificate of occupancy within three (3) years approval of participation in the housing incentive program unless a six-month extension is granted by the Building Official.

DWELLING UNIT DEFINITIONS & INCENTIVE PLANT PAYMENT EXAMPLES

DWELLING UNIT - A dwelling unit means a structure or portion thereof containing a kitchen, living room, bathroom, and sleeping accommodations on a permanent foundation.

SINGLE FAMILY DWELLING UNIT - A dwelling unit that is a detached building constructed on permanent foundation, designed for long-term human habitation exclusively and constituting one dwelling unit = \$10,000 Incentive Payment

TWO FAMILY DWELLING UNIT - Dwelling unit that is a detached building constructed on a permanent foundation designed to be occupied exclusively for two families and constituting two dwelling units, set side by side or one on top of the other with common wall and/or a floor/ceiling assembly between, whichever is appropriate, and having a common roof = \$20,000 Incentive Payment.

MULTI-FAMILY DWELLING UNIT - Dwelling unit that is a residential building on permanent foundation designed for or occupied by 3 or more families, with the number of families in residence not exceeding the number of dwelling units provided = \$10,000 per dwelling unit payment.

EXAMPLE = 20 dwelling units completed in Multifamily Dwelling Unit = \$200,000 Incentive Payment.



Legislation Text

File #: RES 26-0002, **Version:** 1

ITEM TITLE:

#26-02 - Authorizing the Purchase of a 5-Acre Parcel, Known as Lot 2, Mineral Creek Industrial Subdivision (Tract K) From the Port Valdez Company, Inc.in the Amount of \$415,000

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: \$415,000

Unencumbered Balance: \$2,273,914

Funding Source: 350-8000-55000 Activity Code 580

RECOMMENDATION:

#26-02 - Authorizing the Purchase of a 5-Acre Parcel, Known as Lot 2, Mineral Creek Industrial Subdivision (Tract K) From the Port Valdez Company, Inc.in the Amount of \$415,000

SUMMARY STATEMENT:

In September 2025 Resolution 25-38 authorized the City Manager to negotiate a sales price for the above referenced property for the primary purpose of snow storage. The City's appraisal for the approximately 5 acre property came back at \$385,000 and the Seller's appraisal came back at \$450,000. The agreed sales price of \$415,000 is for the property but also provides for a permanent easement on lot 1004 W. Egan for the water tower access road and utilities that are on the private property.

The attached resolution approves the purchase and authorizes the City Manager to execute any necessary documentation.

CITY OF VALDEZ, ALASKA

RESOLUTION #26-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING THE PURCHASE OF A 5-ACRE PARCEL KNOWN AS LOT 2, MINERAL CREEK INDUSTRIAL SUBDIVISION (TRACT K) FROM THE PORT VALDEZ COMPANY, INC. IN THE AMOUNT OF \$415,000

WHEREAS the City of Valdez seeks to provide complete and efficient snow removal services to the residents of Valdez; and

WHEREAS, the area of W. Egan Drive has seen an increase in residential and commercial development in the past two years; and

WHEREAS, the Public Works Department has explored available options of city owned land for snow storage in the area; and

WHEREAS, the only available land appropriate for the operations of our Streets Department snow removal team is privately held by the Port Valdez Company, Inc; and

WHEREAS, Resolution #25-38 authorized the City Manager to negotiate the sales price and terms of purchase for Lot 2, Mineral Creek Industrial Subdivision (Tract K); and

WHEREAS, Valdez Municipal Code Section 4.10.010 provides that "all acquisitions of any interest in real property shall be approved by resolution of the city council".

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

Section 1. The City Council of the City of Valdez, Alaska hereby approves the purchase of Lot 2, Mineral Creek Subdivision, Tract K in the amount of \$415,000 conditional upon the establishment of an easement on a neighboring property housing an access road and utilities associated with the municipal well and storage tank and all terms and conditions as written in the Purchase and Sales Agreement (Attachment A).

Section 2. The City Manager is hereby authorized to execute the Purchase and Sale Agreement and any corresponding documents associated with the purchase of the parcel.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 6th day of January, 2026.

CITY OF VALDEZ, ALASKA

ATTEST:

Dennis Fleming, Mayor

Sheri L. Pierce, MMC, City Clerk

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20____, by the CITY OF VALDEZ (“Purchaser”), a home rule municipality organized under the laws of the State of Alaska, who agrees to purchase from PORT VALDEZ COMPANY, INC. (“Seller”) (each entity listed above is individually referred to as a “Party,” and together as the “Parties”), and Seller agrees to sell to Purchaser the following-described real property on the following terms and conditions:

Approximately 5 acres of land described as Lot 3, Mineral Creek Industrial Subdivision, Tract K [Lot 3, Mineral Creek Industrial Park (Plat 78-5); 802 W Egan Drive]

The subject property consists of unimproved land (the “Property”). No personal property is included as part of this property. The sale of the Property was approved by the Valdez City Council by Resolution No. 25-38 passed on the 2nd day of September, 2025.

Seller further agrees to grant a permanent access easement on Lot 1, Mineral Creek Industrial Subdivision, Tract K, [Lot 1, Mineral Creek Industrial Park (Plat 78-5); 1004 W Egan Drive] as further described in Appendix A (“Easement”). The Easement shall be memorialized and recorded contemporaneously with the warranty deed evidencing the sale of the Property. The City will bear all responsibility and costs associated with surveying, administrative, or other necessary tasks associated with creating and recording the easement.

1. Purchase Price. The total purchase price for the Property is four hundred and fifteen thousand dollars (\$415,000.00).
2. Earnest Money Payment. No earnest money is required.
3. Terms. The purchase terms are cash at closing.
4. Property Taxes/Assessments. Property taxes and any utility assessments to the Property shall be prorated to the closing date and paid by Seller to the date of closing.
5. Conditions Precedent. The following shall be a condition precedent to any obligation of the Purchaser to close the purchase of the Property:

a. Seller shall order and provide a preliminary commitment to issue title insurance to Purchaser through First American Title Insurance Company within twenty (20) days after full execution of this Agreement. Purchaser shall have twenty (20) days after the delivery of such preliminary commitment to inform Seller in writing what exceptions, if any, including, but not limited to, restrictions, reservations, and rights-of-way of record, Purchaser objects to in the preliminary commitment. Any easements of record or in use for roads, water,

sewer, other utility lines, or any other easement of any nature whatsoever, rights-of-way, liens, deeds of trust, judgments, encumbrances, or other exceptions, conditions, covenants, or restrictions of record, or encroachments must be satisfactory to the Purchaser before Purchaser is obligated to close the purchase of the Property. Seller shall have the right but not the obligation to remove exceptions objected to by Purchaser. Purchaser must also be satisfied with the amount, if any, of any unpaid assessments or planned assessments on the Property. Subject to the other provisions of this Agreement, Seller will furnish a good and sufficient warranty deed at closing, conveying title free and clear of all special exceptions set forth in Schedule B of the preliminary commitment for title insurance objected to by Purchaser after review of the preliminary commitment for title insurance as set forth above. If Seller does not deliver a warranty deed at closing free and clear of those items timely objected to by Purchaser as set forth above or notified Purchaser in advance of closing that it will not deliver such a warranty deed, then Purchaser may, at its sole option, either:

- i. close the transaction notwithstanding such state of title; or
- ii. terminate the transaction and have returned to Purchaser all earnest money previously deposited by Purchaser, without interest, and thereafter the Purchaser and Seller shall have no further obligation to each other.

b. Purchaser must be satisfied that the current zoning of the Property is satisfactory for Purchaser's purposes.

c. Purchaser, in its sole discretion, must be satisfied that encroachments, if any, on the Property and any easements or rights-of-way to which the Property is subject, do not constitute a reason for Purchaser not to purchase the Property. The title insurance company selected to issue the title insurance policy shall have irrevocably committed in writing to Purchaser that, after the Seller has executed, delivered, and caused to be recorded the warranty deed conveying the Property to Purchaser, and Seller shall pay the premium required for the title insurance company's standard form of title insurance policy, that the title insurance company will issue an Owner's standard form of title insurance policy insuring title to the Property in the name of the Purchaser in the amount of the purchase price set by the provisions of paragraph 1, subject only to the usual standard exceptions contained in the form of such policy, and no other exceptions (including, but not limited to, "Special Exceptions") unless they have been expressly approved by Purchaser in writing.

d. Purchaser shall be satisfied, in Purchaser's sole discretion, with any soils report it decides to obtain. Seller shall allow Purchaser or Purchaser's representative(s) access to the Property for obtaining any soils report that Purchaser may desire. Purchaser will provide a copy of any such report to Seller upon Seller's request.

e. Seller shall have delivered to the closing agent a standard form warranty deed, executed by Seller.

If the above conditions precedent are not met, then Purchaser shall have no obligation to close the purchase of the Property, Purchaser's earnest money shall be returned to Purchaser, and neither Seller nor Purchaser shall have any further obligation to each other.

6. Expiration. Purchaser has 90 days from the signing of this Agreement to close on the purchase of the Property described in this Agreement. If the Purchaser fails to close within the 90-day period, the Purchaser shall forfeit any earnest money deposit. If Seller wrongfully fails to close in accordance with this Agreement, any earnest money deposit shall be refunded to Purchaser in full.

7. Possession. Purchaser may take possession of the Property upon recording of the warranty deed. The cost of such recording is to be paid for by the Purchaser. Except as otherwise expressly permitted herein, no work shall be permitted on the Property prior to the recording of the warranty deed.

8. Condition of Property. Purchaser is buying the Property "as is, where is" and before closing, will have an opportunity to inspect the same. Seller makes no representation or warranty as to the condition of the Property, including but not limited to utilities, structure, electrical, plumbing, mechanical, or other condition. Purchaser will rely instead upon Purchaser's own inspection and accepts the Property in its as-is condition if it proceeds to closing.

9. Time Extensions. The time periods herein provided may be extended only upon the express approval of all Parties hereto. Time is of the essence of this Agreement.

10. Closing. Closing shall take place within 90 days of the signing of this Agreement. Any title policy to be provided by the Seller will be paid for by the Seller and all other closing costs will be split by the Purchaser and Seller. Costs related to Purchaser's financing of the purchase price shall be borne solely by Purchaser.

11. Broker. Purchaser represents that Purchaser is not represented by any Broker or Agents.

12. Entire Agreement. This Agreement constitutes the entire Agreement between Seller and Purchaser and may not be changed orally, but only by a written instrument executed by Seller and Purchaser.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

14. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alaska.

15. Notices. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be hand delivered, delivered by a widely recognized national overnight courier service or mailed by United States registered or certified mail, return receipt requested, postage prepaid, or by facsimile transmission, and addressed to each Party at its address as set forth below:

To Seller: Port Valdez Company, Inc.
John H. Clark IV, President
520 Old Stone Lane
Louisville, KY 40207
Facsimile: (502) 893-7534

To Purchaser: City of Valdez
Attn: Nathan Duval, City Manager
P. O. Box 307
212 Chenega Avenue
Valdez, AK 99686
Facsimile: (907) 834-3420

Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of personal delivery or upon deposit in the United States mail or with an overnight courier as provided above. In the case of facsimile transmission, the notice shall be deemed to be effective upon confirmation of receipt of the facsimile transmission, provided that such notice is also hand delivered or sent by overnight carrier or through the U.S. Mail on the day the facsimile notice is given. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least five (5) days prior written notice thereof, either Party may from time to time change its mailing address hereunder.

16. Expiration of Offer to Purchase: This Agreement shall constitute an offer to purchase from the date it is executed by Purchaser until (1) the offer is accepted by Seller, (2) the offer is withdrawn by Purchaser, or (3) 5:00 p.m. (Alaska time), the 31st day of January, 2026, whichever is earlier.

IN WITNESS WHEREOF, the parties to this presence have executed this AGREEMENT in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

SELLER

PORT VALDEZ COMPANY, INC.

BY: _____
John H. Clark IV

DATE: _____

TITLE: _____

Mailing Address

City, State, Zip Code

PURCHASER

CITY OF VALDEZ, ALASKA

APPROVED:

Nathan Duval, City Manager

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jake W. Staser

Date: _____

COMMONWEALTH OF KENTUCKY)
) ss.
JEFFERSON COUNTY)

THIS IS TO CERTIFY that on the ____ day of _____, 202_, before me, the undersigned, a Notary Public in and for the Commonwealth of Kentucky, duly commissioned and sworn, personally appeared John H. Clark IV, President of The Port Valdez Company, Inc., to me known and known to be the person he represented himself to be, who executed the above and foregoing PURCHASE AND SALE AGREEMENT as the authorized representative and on behalf of The Port Valdez Company, Inc., freely and voluntarily, for the use and purposes therein described, and under such legal authority and with knowledge of its contents, and who acknowledged said document before me on behalf of The Port Valdez Company, Inc.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
the day and year first above written

Notary Public in and for the Commonwealth of Kentucky
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the ____ day of _____, 202_, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Nathan Duval, City Manager of the City of Valdez, Alaska, to me known and known to be the person he represented himself to be, who executed the above and foregoing PURCHASE AND SALE AGREEMENT on behalf of the City of Valdez, Alaska, freely and voluntarily, for the uses and purposes therein described, and under delegated legal authority and with knowledge of its contents, and who acknowledged said document before me on behalf of the City of Valdez, Alaska.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
the day and year first above written

Notary Public in and for Alaska
My Commission Expires:



Legislation Text

File #: RES 26-0003, **Version:** 1

ITEM TITLE:

#26-03 - Authorizing the Sale of a 2011 Skidsteer Bobcat S100

SUBMITTED BY: John Witte, Director, Public Works Department

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Authorize the Sale of a 2011 Skidsteer - Bobcat S100 with attachments as surplus property, with a minimum acceptable bid (reserve) of \$10,500.

SUMMARY STATEMENT:

The City of Valdez currently owns a 2011 Skidsteer - Bobcat S100 with attachments. The skidsteer has been appraised at a fair market value of \$15,000 with a reserve of \$10,500. Public Works has identified the equipment as surplus to the City's needs and recommends disposal through online public sale through govdeals.com. Pursuant to Valdez Municipal Code § 4.06.020, "No surplus or obsolete supplies, equipment or personal property of a fair market value in excess of ten thousand dollars may be disposed of by any means without city council approval. The city manager shall recommend to the city council the minimum acceptable bid."

The City Manager recommends setting the minimum acceptable bid price at no less than \$10,500. Approval of this action will allow the City to advertise the equipment for sale. Proceeds of the sale shall be deposited into the Major Equipment Reserve within the General Fund.

CITY OF VALDEZ, ALASKA

RESOLUTION # 26-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, AUTHORIZING THE SALE OF A SURPLUS 2011 SKIDSTEER –
BOBCAT S100

WHEREAS, the City of Valdez owns a 2011 Skidsteer – Bobcat S100 with attachments used in Ports & Harbor operations; and

WHEREAS, the Public Works Department has determined that the 2011 Skidsteer – Bobcat S100 is surplus to the City's operational needs; and

WHEREAS, the equipment has been appraised at a fair market value of Fifteen Thousand Dollars (\$15,000); and

WHEREAS, pursuant to Valdez Municipal Code § 4.06.020, no surplus or obsolete supplies, equipment, or personal property with a fair market value in excess of Ten Thousand Dollars (\$10,000) may be disposed of without City Council approval, and the City Manager shall recommend the minimum acceptable bid; and

WHEREAS, the City Manager recommends establishing a minimum acceptable bid (reserve price) of Ten Thousand Five Hundred Dollars (\$10,500) for the sale of the surplus equipment; and

WHEREAS, disposal of the surplus skidsteer through an online public auction is in the best interest of the city and ensures a transparent and competitive sale process.

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

Section 1. The City Council hereby declares the 2011 Skidsteer – Bobcat S100 with attachments to be surplus property and hereby authorizes the City Manager or their designee to sell the surplus 2011 Skidsteer – Bobcat S100 through an online public auction, including govdeals.com, with a minimum acceptable bid (reserve) of no less than Ten Thousand Five Hundred Dollars (\$10,500).

Section 2. Proceeds from the sale shall be deposited into the Major Equipment Reserve within the General Fund.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 6th day of January, 2026.

CITY OF VALDEZ, ALASKA

ATTEST:

Dennis Fleming, Mayor

Sheri L. Pierce, MMC, City Clerk







Fair Market Value Approval Form

For Disposal of Surplus Personal Property

Item to be Sold:	
-------------------------	--

Description of the Item:	
---------------------------------	--

Issues/Damages of the Item:	
------------------------------------	--

Date of Purchase:	
Original Purchase Price:	

Estimated Fair Market Value	
Auction Reserve Price	

Department Director Signature: _____

Printed Name/Title: _____ **Date:** _____

City Manager Approval

☐ Approve – I agree with the fair market value and reserve price of the item.

☐ Deny – I do not agree with the fair market value and reserve price of the item.

Additional Comments:

City Manager Signature: _____

Printed Name/Title: _____ **Date:** _____

Include pictures with this form for the City Manager.



Legislation Text

File #: 26-0007, **Version:** 1

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 17th 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 16th and 17th 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
Kate Huber, Community Development Director

Date: 12/17/2025 | 4:26 PM AKST

PERMITTEE: VALDEZ CITY SCHOOL DISTRICT

DocuSigned by:
By: Todd Wegner
Todd Wegner, Athletic Director

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 12/16/25

ATTEST:

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



Exhibit “A”



Exhibit "A1"



Exhibit “B”



Exhibit “B1”



TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT (“Agreement”) is made and entered into this the ____ day of _____, 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 17th 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 16th and January 17th, 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:

GRANTEE:

CITY OF VALDEZ, ALASKA

VALDEZ CITY SCHOOL DISTRICT

By: _____
Nathan Duval, City Manager

By: _____
Todd Wegner, Athletic Director

Date: _____

Date: _____

ATTEST:

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

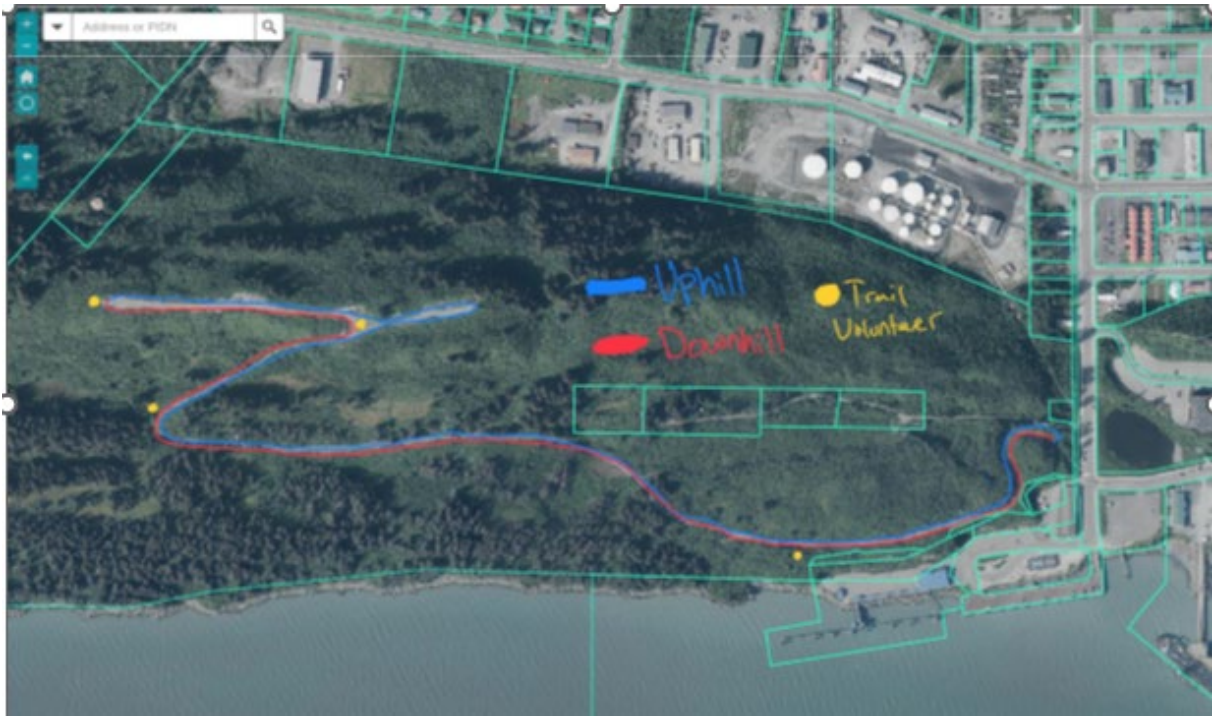
Approved as to Form:
BRENA, BELL & WALKER, P.C.
Attorneys for the City of Valdez

By: _____
Jon Wakeland

EXHIBIT A



Exhibit B





Legislation Text

File #: 26-0003, **Version:** 1

ITEM TITLE:

City Manager Written Report

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Attached report outlines events that have occurred since the last Council meeting. A verbal update will be provided in conjunction with report.

Council Priorities

- **Child Care** [Complete an operating, active, licensed childcare facility by Fall 2026]
 - Chugachmiut has hired some staff but is still looking to hire teachers in order to begin operations in the 1st quarter.
 - Next step for new center is finalize operator
- **Housing** [Increase housing stock by Fall 2027, utilizing the housing needs survey]
 - Subcommittee met 12/17.
 - Draft tactics / policies submitted 12/31 to be reviewed with Agnew Beck
 - Anticipate work session with whole of Council in late Jan/ early Feb.
- **Maintenance** [Annually appropriate funds toward deferred maintenance on critical infrastructure]
- **Modernize Aging Infrastructure** [Annually modernize aging infrastructure, while leveraging natural and transportation assets, to expand: Outdoor Recreation, Tourism, Maritime, Community]

Legislative Interactions

- Federal lobbying services RFQ closed 12/23, reviewing responses.
- Work Session 1/20 to establish legislative priorities.
- The Governor appointed Garret Nelson of Sutton for confirmation to our District 29 house seat.
- Monitoring early bills filed in Juneau at the beginning of the legislative session.

Operations & Initiatives

- Crews continue responding to the latest wind storms. Please report any damage or facility issues you notice.

Personnel

- Finalizing P-Reg revisions and internal policies
 - Parental / maternity leave policy
 - Emergency Services appendix outlining distinct clarification for emergency services and their non-standard shifts
- Need to schedule my end of the year evaluation with the Council

Projects

- HHES- Working on punch list & transition plan to vacate the district office and occupy “new” district office.

I took some time off for the holidays and look forward to continuing initiatives for the new year.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 26-0002, **Version:** 1

ITEM TITLE:

January 2026 Council Calendar

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

The January 2026 City Council calendar is attached for review.

January 2026

Valdez City Council Calendar

				1 New Year's Holiday- City Offices Closed	2	3
4	5 7 PM – Ports & Harbors Commission	6 7 PM – City Council Regular Meeting	7	8 6 PM – City Council Work Session w/ VCVB	9	10
11	12 5 PM – Beautification Commission (Comm. Dev. Conf. Room) 6 PM – School Board Work Session 7 PM – School Board Meeting	13 6:00 PM – Parks & Recreation Commission Work Session 7:00 PM – Parks & Recreation Commission Regular Meeting	14 5 PM – Library Board (at Library) 7 PM – Planning & Zoning Commission	15	16	17
18	19 MLK Jr. Holiday- City Offices Closed	20 6 PM – City Council Work Session: Legislative Priorities 7 PM – City Council Regular Meeting	21	22	23	24
25	26 6 PM – School Board Work Session 7 PM – School Board Meeting	27	28 7 PM – Planning & Zoning Commission	29	30	31

Note 1: This calendar is subject to change. Contact the Clerk's Office for the most up-to-date information.

Note 2: Unless otherwise indicated, all meetings occur in Valdez Council Chambers.

Updated 12/29/25