



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, October 15, 2019

7:00 PM

Council Chambers

Regular Meeting

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC BUSINESS FROM THE FLOOR

V. CONSENT AGENDA

1. [Appointments to City Parks & Recreation Commission \(Three-year Term\)](#)

Attachments:

[Goold PR Commission App 10.2019](#)

[Jorgenson-Owen PR Commission App 10.2019](#)

[Teale PR Commission App 10.2019](#)

2. [Approval To Go Into Executive Session Re: 1\) C-Plan Litigation 2\) Employment Dispute Settlement Negotiation](#)

CORPORATIONS

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

Sponsors:

City Council and Ferko

Attachments:

[FINAL.2019.VMHA Annual Meeting Agenda](#)

[101618 VMHA Annual Meeting Minutes](#)

[FINAL.2019VMHA Annual Report](#)

[FINAL.2019VMHA.Financials](#)

VI. NEW BUSINESS

1. [Appointments to Providence Valdez Medical Center Health Advisory Council \(Three-year Term\)](#)

Attachments: [D.Dengel_PVMC HAC App_October 2019](#)
[D.OConnor_PVMC HAC App_October 2019](#)
[P.Shirrell_PVMC HAC App_October 2019](#)
[R.Knight_PVMC HAC App_October 2019](#)
[R.Tapp_PVMC HAC App_October 2019](#)

2. [Approval of an Amendment to the Purchase and Sale Agreement between City of Valdez and Rydor Enterprises.](#)

Attachments: [Amendment.First.Purchase and Sale Agreement-Rydor.2019.docx](#)
[#19-01 SIGNED Purchase and Sale Agreement-Rydor.pdf](#)
[RES #19-19.pdf](#)

3. [Discussion Item: Real Property Tax Assessment; Treatment of Shipping Containers aka "Conex" Boxes](#)

Sponsors: City Council

VII. RESOLUTIONS

1. [#19-50 - Terminating Lease Agreement with UAA for Tract E, Port Valdez Subdivision, According to the Official Plat Thereof, Filed Under Plat Number 77-1, Records of the Valdez Recording District, Third Judicial District, State of Alaska](#)

Sponsors: City Council and Ferko
Attachments: [#19-50 UAA Lease Termination](#)
[#19-50 Attachment A UAA Lease on Tract E](#)
[#19-50 Attachment B Tract F Port Valdez](#)

VIII. REPORTS

1. [Report: Comprehensive Plan Update RFP & Timeline](#)

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

1. City Manager Report

1. [City Manager's Report 10/15/2019](#)

2. City Clerk Report

3. City Attorney Report

4. City Mayor Report

X. COUNCIL BUSINESS FROM THE FLOOR

XI. EXECUTIVE SESSION

XII. RETURN FROM EXECUTIVE SESSION

XIII. ADJOURNMENT

XIV. APPENDIX

1. [City Council Calendars: October - December 2019](#)

Attachments: [Council Calendar - October 2019](#)
 [Council Calendar - November 2019](#)
 [Council Calendar - December 2019](#)



Legislation Text

File #: 19-0422, **Version:** 1

ITEM TITLE:

Appointments to City Parks & Recreation Commission (Three-year Term)

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Appoint **three** applicants to each serve a three-year term on the City Parks & Recreation Commission

SUMMARY STATEMENT:

Three vacancies exist on the City Parks & Recreation Commission due to term expiration.

The City Clerk's Office advertised the vacancies and received three applications prior to the established deadline:

- Amy Goold
- Sarah Jorgenson-Owen
- Brian Teale

Appointees will each serve a three-year term, expiring October 2022.

Application Form

Profile

Amy

First Name

Goold

Last Name

Email Address

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

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Self

Employer

Domestic Engineer

Occupation

Which Boards would you like to apply for?

Parks & Recreation Commission: On Agenda

Question applies to multiple boards

Required Time Commitment: All city board members and commissioners are expected to (1) be present at most, if not all, board 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 or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?

Yes

How did you learn about this vacancy? *☒ I am a Current Board/Commission Member

Interests & Experience

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

I have served on the Parks & Rec commission for the past 5 years & would like to continue to do so. As one of 2 women & the only mother on the commission, I bring a needed perspective to the group. I have been commission chair for the past year & have enjoyed learning the ins & outs of running meetings & I would like to keep developing these skills. I enjoy being part of a community building process & I look forward to helping the Parks & Recreation Dept. continue its growth in the short & long term.

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

I was employed by Parks & Rec in a variety of positions from 2006 to 2008. I worked as a gym & Teen Center attendant, as well as at the Library & Civic Center (cinema). As a lifelong resident of Valdez, I have witnessed the growth, decline, & development of many programs, parks & facilities.

[letter_of_interest.pdf](#)

Upload a Resume or Letter of Interest

15 September 2019

To Whom it May Concern:

Please consider my re-appointment to the Parks & Recreation commission. I have served on this commission for 5 years, and I believe that I provide a valuable contribution. I enjoy participating in the democratic process, and helping to guide the growth and development of the department.

As commission chair, I've had an opportunity to develop my skills as a community leader. I believe Valdez city government deserves strong voices that can steer us toward a future which can benefit every citizen and take advantage of every opportunity to build & strengthen our community.

I would like to continue to serve the citizens of Valdez as a member of the Parks & Recreation Commission.

Respectfully submitted,
Amy Dunkin Goold

Application Form

Profile

Sarah

First Name

Jorgenson-Owen

Last Name

Email Address

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

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Copper Valley Telecom

Employer

Solutions Tech

Occupation

Which Boards would you like to apply for?

Parks & Recreation Commission: On Agenda

Question applies to multiple boards

Required Time Commitment: All city board members and commissioners are expected to (1) be present at most, if not all, board 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 or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?

Yes; Yes

How did you learn about this vacancy? *

- ☒ City Newsflash or Email
☒ Word of Mouth

Received email regarding re-applying for current position.

Interests & Experience

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

I love Valdez and what it has to offer its citizens in the way of indoor and outdoor recreation. We live in such a beautiful place with amazing opportunities and amenities - most offered free of charge. I believe Valdez Parks & Recreation does the best job they can to ensure our community has access and opportunity to be healthy, happy, and well. I also have experience with the in's and out's of daily PRCS operations, as I spent time as the Events Coordinator in 2014-2015. I look forward to being in a position once again to give back to my community and improve our city's wellness by working on the Parks & Rec Commission.

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

2000-2006 - BS degree in Social Studies Education; Maranatha Baptist University 2014-2015 - Event Coordinator; Valdez Parks & Recreation - created and facilitated community recreation events, such as the Run Series, Healthier You, the COV Employee Wellness program, and more 2010-current- Volunteer, former President, current Vice President; Valdez Gold Rush Days - organized, hosted, various community events for Valdez Gold Rush Days, currently active in the online presence of the organization

Upload a Resume or Letter of Interest

Application Form

Profile

Brian

First Name

Teale

Last Name

Email Address

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

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Crystal Creek Carpentry

Employer

Self employed

Occupation

Which Boards would you like to apply for?

Parks & Recreation Commission: On Agenda

Question applies to multiple boards

Required Time Commitment: All city board members and commissioners are expected to (1) be present at most, if not all, board 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 or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?

Yes i do

How did you learn about this vacancy? *

None Selected

Have been on this commission for awhile and after much consideration have decided to apply for another term

Interests & Experience

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

To help steer valdez parks and rec in a contemporary direction

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

Director of the valdez ice climbing festival for 10 years expertise in a variety of outdoor sports in the valdez region for over 3 decades

Upload a Resume or Letter of Interest



Legislation Text

File #: 19-0423, **Version:** 1

ITEM TITLE:

Approval To Go Into Executive Session Re: 1) C-Plan Litigation 2) Employment Dispute Settlement Negotiation

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

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

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

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 #: 19-0430, **Version:** 1

ITEM TITLE:

Valdez Museum and Historical Archive Corporation Annual Meeting

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

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

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

The city council serves as the Valdez Museum and Historical Archive Corporation. A requirement of the VMHA Corporation bylaws is an annual meeting between the VMHA Board of Directors and the corporate members. Attached is the annual meeting agenda, minutes from the 2018 annual meeting, and the 2019 VMHA Annual Report.

Members of the VMHA Board and staff will be present to discuss their report with the Corporation.

VMHA CORPORATION
Annual Meeting of the Members
October 15, 2019
7:00 pm
Valdez City Council Chambers

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) APPROVAL OF MINUTES FROM OCTOBER 16, 2018
- 4) ANNUAL REPORTS
 - a. Board Reports
 - President's Report
 - Committee Reports
 - Financial Report
 - Fund Development Report
 - b. Staff Reports
 - Executive Director
 - Curator of Collections & Exhibits
 - Curator of Education & Public Programs
- 5) Old Business
 - a. Museum Planning Update
- 6) New Business
- 7) Public Business from the Floor
- 8) Member Business from the Floor
- 9) Adjourn

VMHA CORPORATION
Annual Meeting of the Members
October 16, 2018
Minutes

- 1) CALL TO ORDER
- 2) ROLL CALL
All members present.
- 3) APPROVAL OF MINUTES FROM OCTOBER 17, 2017
Minutes were approved as presented.
- 4) ANNUAL REPORTS
 - a. Board Reports
 - President's Report
 - Committee Reports
 - Financial Report
 - Fund Development Report

President Gary Minish stated that all the reports were carefully prepared for the Corporation members and would provide a positive overall picture of the museum operations over the past year.

Patricia Relay, Museum Director, stated that the Building Committee continues to work on drafting an MOU with the City which is currently under review by city administration.

Ms. Relay thanked the Roadhouse Committee for a successful event this year. The event raised over \$10,250 dollars in corporate sponsor support and surpassed the auction proceeds revenue from previous years, bringing in over \$26,500. Ms. Relay thanked Sarah Irwin Goudreau for her guidance and leadership organizing this event.

Ms. Relay reviewed the financial information included in the annual report. She stated that since the reports were written the museum had taken in \$46,106 in revenues and had \$77,000 in expenditures. The current operating surplus is \$135,000, which will get them through the 4th quarter of 2018. She stated that fund development had exceeded expectations by 117 percent.

The museum will raise additional revenue by conducting a raffle in December, collection of membership dues and additional store sales. They are also waiting on several grants to meet projected grant revenue.

Ms. Relay pointed out increases in the general operating budget to support costs such as insurance, which increased by 18 percent. She pointed out that the cost of utilities had stabilized thanks to the city maintenance department. She will be purchasing two new computers for the museum store from their contingency fund. She pointed out that the museum had generated additional membership revenue and corporate support along with a significant increase in public program proceeds and tour bus revenue. The Museum Endowment Fund earnings were up by 3.7 percent in first quarter.

Ms. Relay stated that the museum was operating conservatively with a 48 percent decrease in accounts payable. They continue to use Alaska Airline credit card miles to bring in presenters and fund travel.

Ms. Relay stated that the City Budget request in 2019 is \$475,000, which is 69 percent of the museum annual operating budget. Last year, the city funding request supported 73 percent of their budget. In 2019, city funding will support the general operating budget such as personnel in the amount of \$438,971, IT services, professional fees, utilities, janitorial etc. The total 2019 general operating budget in the amount of \$573,503 will be partially funded through earned revenue. Ms. Relay stated that last year the Council had instructed her to find new revenue. Although general operating costs continue to increase, the education programs and exhibitions are funded through grants. Corporation Member Shirrell thanked Ms. Relay for a good job.

Fund Development

Ms. Relay stated that the museum would be working with cruise ships on shore excursions over the next year. Cruise ship passengers will be visiting both museum sites. The cruise ship tour organizers will pay usage fees for museum visits, and additional fees for bringing in presenters twice a day at the civic center. Ms. Relay will also be present on the bus tours of the Fish Hatchery which includes a historic tour along the way and information on what there is to do in Valdez. Ms. Relay said she will continue to develop a working relationship with Premier Tours and Viking cruises. The museum is committed to fund raising and diversifying their earned revenue.

b. Staff Reports

- Executive Director

Ms. Relay stated that she will continue expanding her reach with summer visitors and partnering with cruise ships. The mission is to provide opportunities for education and learning and to attract tourism. She pointed out the volunteer and donor recognition page included in the annual report.

- Curator of Collections & Exhibits

Andrew Goldstein, Curator, reported that the summer internship program just completed cataloging of artifacts. The interns cataloged and updated over 600 items. Many of the glass plate photo negatives were preserved and digitized for public access.

Mr. Goldstein stated that 2018 had been a slower year for acquisitions. However, the museum had received the Neil Herring collection of personal correspondence, 200 items from Hal and Opal Barnett from the Golden North Hotel which operated in the 1940s, and a donation of items from Joanna Applegate which belonged to Helen Long a long time resident of Valdez. Mr. Goldstein also received about 120 reference questions which generate income.

He participated in a television interview with KTUU about the relocation of the town following the Valdez Earthquake.

Mr. Goldstein performed minor upgrades to a few displays and continues to work with Chugachmiut on displays for the Native Gallery.

Mr. Goldstein reported he has booked several exhibits through 2020 with an emphasis on more history related content.

- Curator of Education & Public Programs

Faith Revell stated she had made 4600 contacts through teaching, public programs and community events. Ms. Revell highlighted several education programs and student field trips and read several thank you notes from students.

She stated that she had conducted 16 guided tours and offered many public programs. The monthly “Tuesday Night History Talks” were a success and continued throughout the year. Ms. Revell encouraged people who had a historical story they would like to share to contact her.

5) Old Business

a. Museum Planning Update

Ms. Relay stated they were still committed to consolidating both museums into one structure. Recently she attended a town hall meeting which was attended by approximately 20 residents for the purpose of discussing what to do with the yellow warehouse building. A straw poll of hands were in favor of cutting it off on both ends and wrapping the building. The written survey response revealed that a majority wanted the building removed completely.

Elke Doom City Manager, stated that Nate Duval, Capital Facilities Director, will be consolidating all of the survey comments into a summary report. She stated it was dependent on council regarding what to do with the building. However, the City is prepared to fast track whatever decision is made.

Ms. Relay stated that the museum had submitted a Memorandum of Agreement to move forward in establishing a commitment by the city to agree to a scope of work in order for the museum to secure future fundraising dollars. Member Shirrell asked the status of the document. The City Manager responded that the MOA is currently being reviewed by the city attorney and will be brought forward to the council in the near future.

6) New Business

7) Public Business from the Floor

8) Member Business from the Floor

Mayor O’Neil thanked the museum for a very well written annual report.

9) Adjourn

VALDEZ MUSEUM CORPORATION

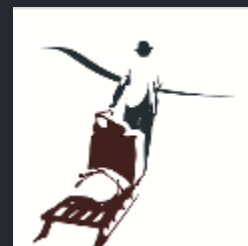
Jeremy O'Neil, Corporate Chair

Sheri L. Pierce, Corporate Secretary

Annual Report 2019



Valdez Museum & Historical Archive Association, Inc.
www.valdezmuseum.org



To preserve, present & interpret the heritage & culture of Valdez, the Copper River Basin & Prince William Sound, Alaska.



Board of Directors

- President: Gary Minish
- Vice-President: Martha Barberio
- Secretary: Tom McAlister
- Treasurer: Michelle Cullen
- Member: Jhon Alegado
- Member: Spike Gilson
- Member: Donna Lane
- Member: Sarah Rountree
- Member: Rich Dunkin
- Member: Kaitlin Pabo-Eulberg

Staff

Full Time

- Executive Director : Patricia Relay
- Collections & Exhibitions: Andrew Goldstein
- Education & Public Programs: Faith Revell
- Admin. & Marketing: Marcia Lynn

Part Time

- Museum Services Manager: Andrea Searles
- Collections & Exhibitions Asst: Lanette Oliver
- Education & Programs Asst: Beverly Colapietro

Museum Attendants

- Judy Prevost
- Madeline McCurley
- Danny Tapp
- Ally Metzger
- Jeanne Rasmussen
- Jeri Devens

As we approach the end of another year, the Staff and Board of Directors of the Valdez Museum have taken a backwards look at events, challenges and accomplishments and a forward look to new goals, expected challenges and future plans. As you peruse the contents of this review you will see for yourselves that the state of the Valdez Museum is strong and optimistic.

One of the challenges of the year has been the turnover of Board Directors. Previous Directors have left the board due to changes and events in their personal life or moving out of town. The good news is that we have been able to find new Directors that are enthusiastic, talented and committed to the success of the Museum. We still have openings, but have been able to maintain an active quorum. The Committee Report section of this review provides a good sense of the activities and commitments of the Board members.

Speaking of challenges; developing a responsible and attainable budget and adhering to that budget is probably the greatest difficulty of any organization, let alone a non-profit with volunteer management. In our case, we are very fortunate as we have an exceptional Museum Director who maintains an accurate financial record and works closely with our finance committee to build a budget that is comprehensive and achievable. A good budget has no value if it is not adhered to, and once again the Museum is very fortunate. Our Museum Director is very effective at soliciting and securing the ever important grants that are a critical part of our income, plus all of the Staff keep a close eye on the budget throughout the year and carefully control the expenditures (sometimes even making personal sacrifices) to ensure we stay within the limits. A good portion of this review is dedicated to a high level but thorough overview of our financial performance. If you read the annotations while viewing the charts and graphs you should have a good understanding of the various financial aspects involved in the operation and maintenance of our Museum.

In order to fully appreciate the Museum and the return on investment, we have included sections in this review that describe the many activities and accomplishments that we have performed throughout the year. This portion gets to the heart of what it is all about and provides details of the various functions and processes that make the Museum what it is. It includes a section on Collections Management which covers this year's activities from acquisition of items to storage and document archiving. There is also a piece describing the temporary exhibitions that have taken place as well as the status of the permanent exhibitions and special galleries. Many people probably think of the Museum as a static display of historical items so there is only a need to visit once. That would be a mistake because the temporary exhibits change through the year and often involve displays of current artwork from local artists. One of the most dynamic functions of the Museum is the educational and public program activities that cover a multitude of subjects for everyone from children to adults. There are a few pages that provide some details on what happened so far this year.

As for future challenges and plans, the Museum Board and Staff are still working hard to achieve our goal of consolidation. We are working closely with the City to plan our future Museum and have been actively informing and surveying the public to gauge and obtain the general support that we will need.

Last, but not least, is recognition for all of the volunteers and monetary contributors that are such critical support for the Museum. It is extremely important to remember that the Museum exists for and belongs to the people of Valdez. Therefore, it is a special thing when those citizens exercise their ownership and personally contribute to the viability of their investment. Those of us on the Board of Directors and the Staff very sincerely appreciate your involvement and help!

FINANCE COMMITTEE

Chairperson: Michelle Cullen. In addition to developing this year's organizational operating budget through 2020 the Finance Committee made budgetary recommendations throughout the year.

BOARD DEVELOPMENT COMMITTEE

Chairperson: Vacant. In addition to actively recruiting new Directors as positions became available, the Committee met with new Board Members as they came on board to welcome them to the team and to insure that their involvement was meaningful and beneficial for all.

COLLECTIONS COMMITTEE

Chairperson: Tom McAlister. While the Collections Committee did not meet this year, the Committee Chair continues to be involved in Yellow Warehouse discussions as the majority of the collections are stored there.



ADVOCACY COMMITTEE: Kaitlin Pabo-Eulberg, Chairperson

Board and Staff actively engaged in Advocacy efforts on all levels of government, local, state and federal.

- Local - regular attendance at City council meetings.
- State - testified at Finance hearings supporting state funding on a variety of issues.
- Federal - monitored funding for the Endowments and the IMLS.

As the Museum plans for the future, the Committee played an important role in developing and crafting outreach materials for building a new museum.

BUILDING COMMITTEE: Martha Barberio, Chairperson

Over the last year, the committee not only continued to be involved in Yellow Warehouse discussions, but was actively involved in new museum planning. With the Memo of Understanding entered into between the City of Valdez and the Museum, the Committee played an important role in the site selection process as well as supporting the Advocacy Committee in developing a Communications Plan.

ENDOWMENT COMMITTEE: Vacant, Chairperson

While the Committee has not met, the long term goal is to work with the Alaska Community Foundation to develop a Legacy and Planned Giving program to bring the Foundation Vice President of Philanthropy to town to consult the Board on how best to proceed in coordinating and implementing a fund development plan that will grow the Valdez Museum Endowment fund to \$3.5 million.

MEMBERSHIP COMMITTEE: Donna Lane, Chairperson

While a long term membership recruitment plan has not been undertaken, the Committee engaged in coordinating an annual holiday gathering and sent out thank you cards to new and renewing members.

NATIVE GALLERY COMMITTEE: Kaitlin Pabo-Eulberg, Chairperson

Museum Staff continue to cultivate its relationship with Chugachmiut in bringing Native heritage kits to the museum. Since introducing them to the Museum's education program of work, strong partnerships with the Valdez City Schools, Home School and Private School groups have grown.

ROADHOUSE COMMITTEE: Donna Lane, Chairperson

The Annual Event raises 10% of the Museum's 29% share of our annual operating budget. This year we are honoring the United States Coast Guard here in Valdez with the theme: "Row'd House Dinner Fundraiser" honoring all Coast Guard members past and present.

STRATEGIC PLANNING COMMITTEE: Gary Minish, Chairperson

In May of 2018 the VMHA Board of Directors and Staff met to update and re-affirm the Museum's strategic direction. Given that progress has been made on building a new Museum, the Committee met to recommend changes to Goal 4, articulating steps through design and development of a new facility.

2019 Budget v Actual Summary

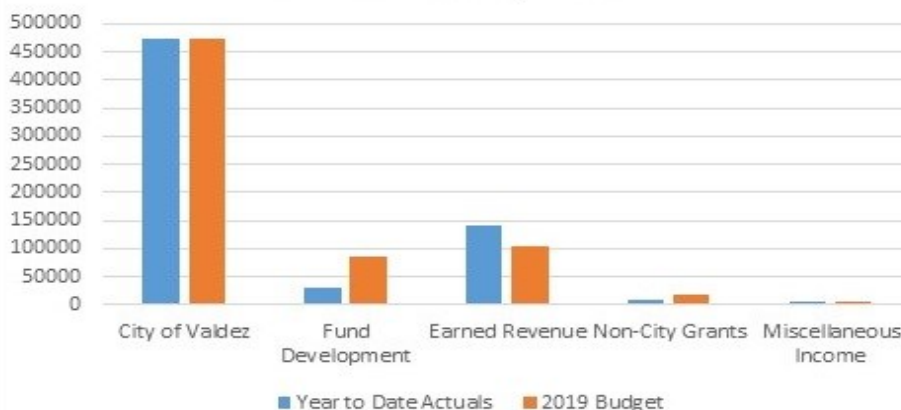
Overall, the 2019 Budget has performed exceptionally well. Given that the Financial Statement utilized to provide this analysis was generated on September 13, 2019, fourth quarter performance will continue to increase revenues. At the time of this report, we have generated 95% of our expected revenues and expended 68% of projected expenses for 2019.

While the majority of the Museum's annual income is generated from the City of Valdez, we have had an exceptional year generating Earned Revenues with the return of Cruise Ships.

In 2019 Museum Board and Staff maintained the philosophy of conservative spending, insuring that we would be in good shape for year-end expenses remitted on January 5, 2020. With minor exceptions, all expenses accounts are performing as anticipated.



2019 Income Budget v. Actual

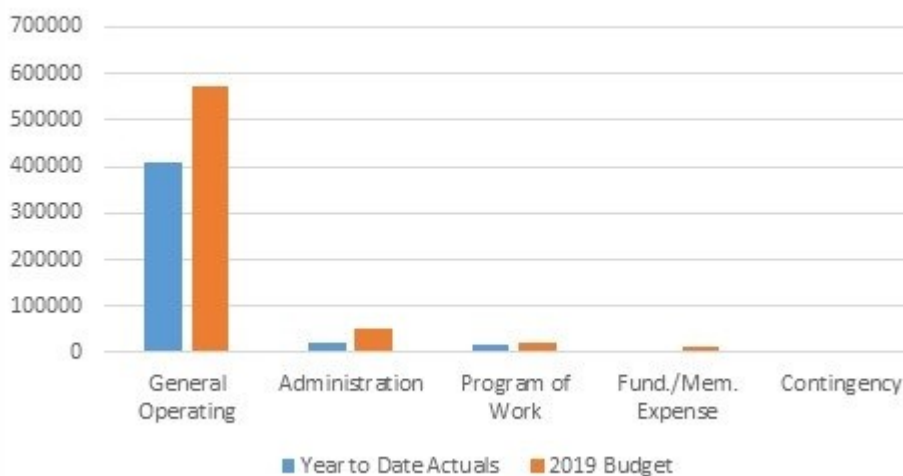


Fund Development: 36% At the time of this report income from Roadhouse is not reported. When Roadhouse and other 4th Quarter efforts are included, this account will likely exceed projections.

Earned Revenue: 134% With the return of Cruise Ships, our Admissions and Store Sales did exceptional. We also new service fees for Tour Guides and Presenters

Non-City Grants: 66% At the time of this report, two of our annual grants for exhibits and collections have not been awarded. These two grants are in late October.

2019 Expenses Budget v. Actual



General Operating: 71% Entering into the fourth quarter of operations, all accounts are performing well.

Administration: 44% Funded by Earned Revenue and Fundraising efforts, all accounts are performing as anticipated.

Mission Related Expenses: 73% Funded by non-city grants, all accounts are performing as anticipated.

2019 P&L Previous Year Comparison

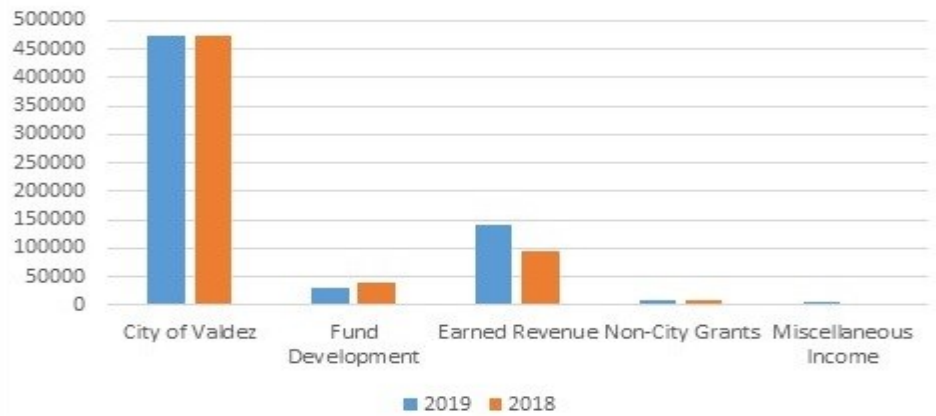
The analysis for this report is based on Financial Statements generated on September 13, 2019. At the time of this report, we have increased revenues by 5% and increased expenses by 3%.

In 2017 we began the year with a \$21,000 deficit. Over the last two years we have continued to make do with less and generated new sources of revenue. This continued effort has paid off. Board and Staff continued to aggressively secure non-City funding through Fund Development, Earned Revenue and Non-City grants. These efforts paid off with increasing Earn Revenue by 46% and sustaining Fund Developments in 2019.

In 2019 the Executive Director discontinued purchasing operating supplies, increasing spending in General Operations this year. Conversely, we also saw a notable decrease in vehicle expenses.



2019 v. 2018 Income Comparison



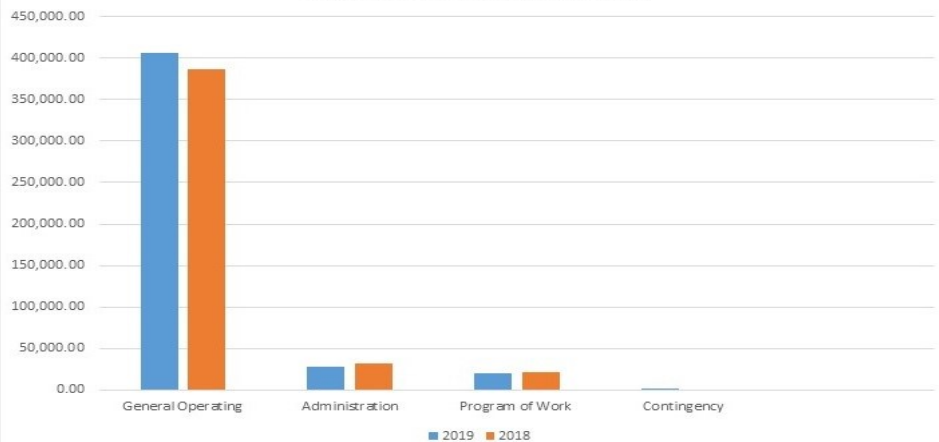
Year To Date Income Previous Year Comparison

Fund Development: 22% decrease over last year. Last year we received more in-kind donated services as well as higher levels of Corporate Sponsorships. We are maintaining sponsors, although at a lower level.

Earned Revenue: 46% increase over last year. The increase is directly attributed to cruise ship visitor attendance and subsequently increase retail sales. .

Non-City Grants: 33% decrease over last year. Compared to last year, United Way of Valdez award was reduced by \$5,000.

2019 v. 2018 Expense Comparison



Year To Date Expenses Previous Year Comparison

General Operating: 5% increase over last year. While Utilities, Professional Fees, and Telephone remained stable, Personnel Expenses increased to cover the costs for increased summer operations and employee benefits.

Administration: 12% decrease over last year. The decrease is a result of no maintenance cost for the old Museum van.

Program of Expenses: 2% decrease over last year. Last year the Collections Intern costs were expended in the summer. This year they are just being incurred.

2019 Balance Sheet Comparison

At the time of this report the Museum's Assets over Liabilities are up by 3%. The Balance Sheet Comparison indicates that the Museum operates within its means, while still able to reserve funds for unexpected costs. We are in good shape for year-end expenses.

Assets

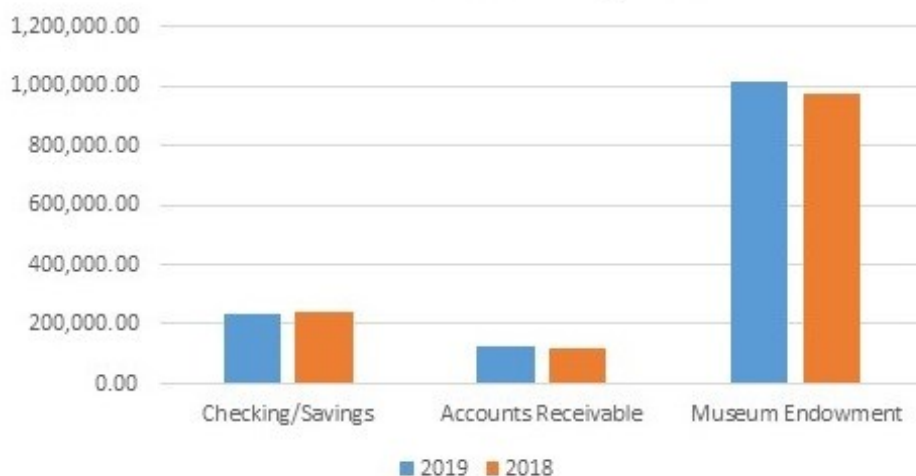
With the successful summer season of hosting cruise ship passengers, we recouped funds from the purchase of the new Van. City Funds are recognized in Accounts Receivable. The Endowment reflects Q1 & Q2 2019 earnings.

Liabilities

While Accounts Payable and the Credit Card reflect notable variance, the reason is the timing of payments. Overall, the Museum's Net Income indicates that we have operated within our means and have successfully generated new and additional revenues.



2019 v. 2018 Assets Comparison



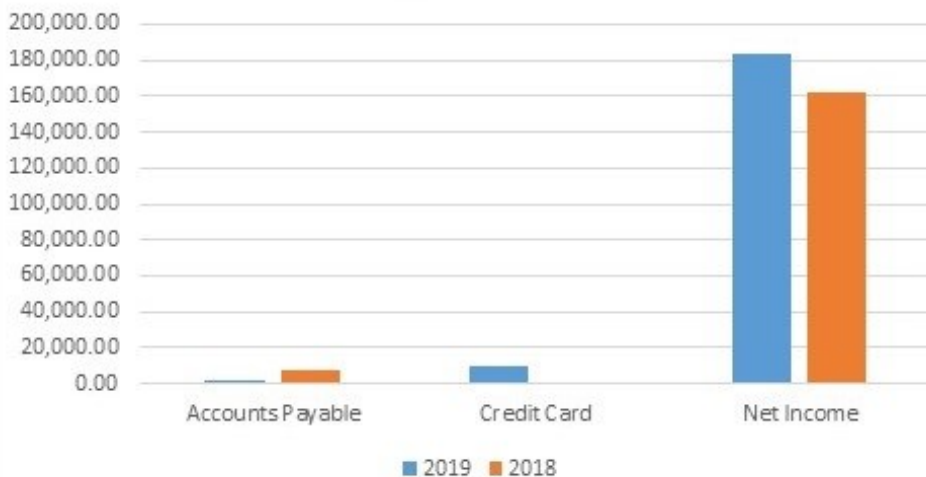
Year To Date Assets Compared To 2018

Checking & Savings: 1.32% decrease over last year.

Accounts Receivable: 3.98% increase over last year. In addition to the City Funds, we have a number of Roadhouse sponsor invoices pending

Museum Endowment: 4.8% increase over last year.

2019 v. 2018 Liabilities Comparison



Year To Date Liabilities Compared To 2019

Accounts Payable: 71% decrease over last year.

Credit Card: 1,500% increase over last year. The increase is directly attributed to the timing of the credit card payment. There are no extraordinary purchases.

Net Income: 13% increase.

2020 Budget Summary

Overall, the 2020 Budget utilizes current budget data and conservatively increases some areas while it decreases other areas. As prescribed by Non-Profit Generally Accepted Accounting Principles, the 2020 Operating Budget is balanced, rendering a net zero bottom line. The 2020 Museum Operating Budget reflects a 10% increase in operations, \$747,218.

In 2019, the Museum was successful in generating increased earned revenues from the return of Cruise Ships. Given these successes, the 2020 Budget increases will be supported by increased Fund Development and Earned Revenue efforts as outlined in the Fund Development Report on the next page. Therefore, the Museum respectfully will request sustained funding of \$475,000.00, 64% of overall budget, a 7% reduction from the previous year.

City Funding will support 80% of General Operating Expenses, which include: Personnel Expenses, Professional Fees, Janitorial, Utilities, Telephone/Internet, IT Services/Website, Rent and Insurance - Corporate Liability, totaling \$591,671.

The following graphs highlight notable Income and Expense assumptions.

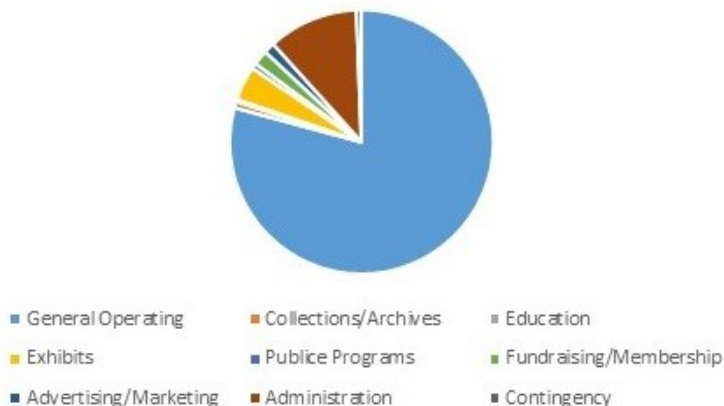
2020 Revenues



Income Highlights

With success in Admissions and Store Sales this year, Earn Revenue will increase by 52%. Of special note, our Group rate generated 585% of projection and Store Sales, while at 118% of projection. Additionally, Corporate & Individual giving was sustained with small growth as well. New this year, we generated additional revenues for supplying presenters and tour guides for Cruise Ships, amounting to an additional \$6,950. This new revenue stream is included in the 2020 budget as well.

2020 Expenditures



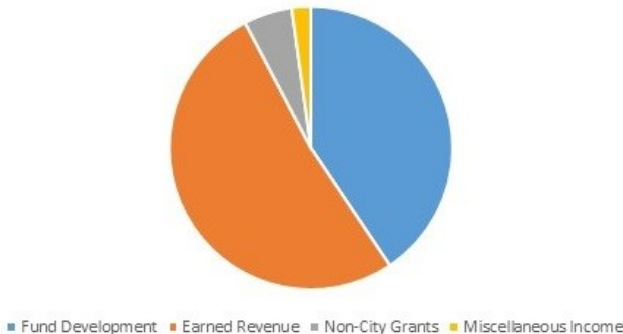
Expense Highlights

While the majority of expense accounts remain stable, there are a couple of notable exceptions, Personnel expenses increased 7%, supported in part by the City of Valdez funding and Special Projects increased 100%, supported by Reserve Funds for Annex Exterior. With the increased revenues generated through Earned Revenues, the remaining 20% of General Operations will be supported. Additionally, for the first time in over 3 years, staff training and travel have been reintroduced, supported by earned revenues. The **Good News** is that while we will increase costs for human resources and special projects, all other accounts remain stable with minor increases.



Fund Development Report

2020 Fund Development



Overview

VMHA Board and Staff will work closely to develop a dynamic Fundraising Plan. The Plan will include diverse and strategic methods that will address the changing demographic trends in how individuals, corporations and private sector granting agencies give. The giving landscape is rapidly changing as young people mature and populations diversify. Therefore, to be successful at raising money from all groups the plan will need to identify and build relationships with those donors.

How can the Valdez Museum adapt to the changing climate of raising money? The Plan will include both tried and true methods and strategies as well as adapt to the changing climates of fundraising. Each fundraising effort in the coming year will include opportunities for reaching out to younger donors. While Elder Generations give 6.2% annually, Baby Boomers are coming of age and give at the rate of 4.5% annually. Generation X (born 1965 – 1980) give at a rate of 3.9% and Millennials (born 1981-1995) give at the rate of 3.3% annually.

In addition to our annual Roadhouse Dinner, we will also employ an associate member's campaign, host a membership appreciation party, an annual appeal letter, employ a variety of small scale event related strategies (Hurry 4 History, Yoga and Wine, and Board Garage Sale to name a few), strengthen relationships with major donors by hosting an intimate cultivation event in the Pinzon Bar, as well as obtain project centered grants for education programs, collections, and exhibits.

The updated Fund Development Plan will include strategies to increase earned revenue by continuing efforts through paid programmatic offerings, continue strengthening relations with Tour Operators, develop marketing materials for facility rentals, and so much more. The following are a few highlights of 2020 assumptions, projecting an overall 11% growth given the successes in 2019 year to date actuals.

FUND DEVELOPMENT 27% growth

Corporate Sponsorships & Individual Giving: 2020 Total: \$71,200.00

Membership & Roadhouse: 2020 Total: \$35,000.00

Annual Appeal & Raffle: 2020 Total: \$4,300.00

EARNED REVENUE 52% Growth

General Admission & Tour Bus Revenue: 2020 Total: \$89,950.00

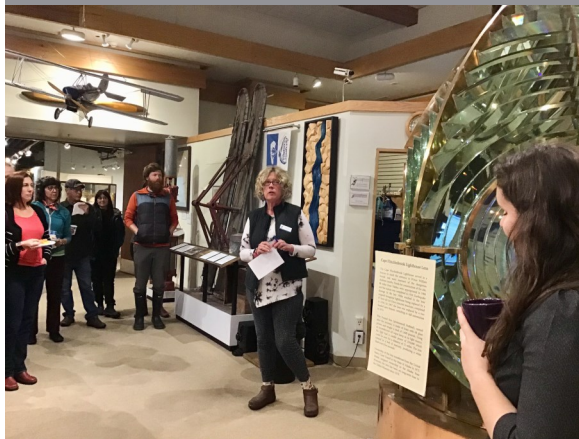
Enrollment, Guide Income & Archive Fees: 2020 Total: \$16,500.00

Store Sales & Space Rental: 2020 Total: \$52,825.00

NON-CITY GRANTS 1% Decrease

State: With the uncertainty of the State Council on the Arts, Community Arts Development Grants are not a sure thing. Now that the Council has been reinstated, we are hopefully a full award will be granted. . 2020 **Total: \$4,000.00**

Foundation: In 2019 the Museum will sustain grants from Valdez United Way (Education & Public Programs) and Museums Alaska Collections Management Fund (Summer Intern) & CVEA Community Foundation (Exhibits.) 2020 **Total: \$11,000.00**



The Past Is An Investment In Our Future

NAVIGATING THE ROAD AHEAD

Valdez, Alaska, is a remarkable place with its rich and colorful history and magnificent landscape. Our story belongs to the world and to generations to come. Held in public trust, the Valdez Museum is charged with caring for over 75,000 objects and artifacts, ranging in size from antique fire engines and pinball machines, to historical photos, letters and rare publications. As such, we are merely “Care Takers” of the collection. The entire community of Valdez owns the collection. Everything we do flows from their collection. The Museum is a natural gathering place for the community through a variety of activities and events which provide a conduit to help build and strengthen inter-connections within family units and the community at large.

What better place to explore the region’s compelling stories than at the Valdez Museum? **In 2019 you may have noticed the Board and Staff have been out in the community to raise public awareness on why to build a new museum.** Our goal is to gather feedback from the community, distribute our new outreach brochure, answer questions and conduct a survey. Results from this effort are outlined on the back page of this report. A capital project such as a new museum is not about the building. A new building is about what happens inside the facility. From interacting with exhibits to interacting with people, the Valdez Museum is not static.

Over the last year we continued to offer a wide variety of activities that showcase collections and permanent exhibits in a new light through education and public programs. In 2019 we hosted four temporary exhibits featuring local and regional arts, and with Chugachmuit, Inc. we featured rotating native heritage kits in the Native Gallery. **2019 highlights are featured in the following Collections, Exhibits, Education and Public Programs reports.** Our goal is to provide meaningful offerings to locals and out of town guests who visit during the summer. I think you will find that our offerings have been inclusive and engaging to all museum visitors.

In an effort to make measurable change in the community we played an active role by offering shore excursions to the returning cruise ships as well as providing research, information, entertainment, education and, most importantly, preservation of the history of Valdez. We were part of a vibrant community, reaching out to deepen our relationship with other cultural, educational, health and welfare agencies. **In 2019, as a natural gathering place for the community through a variety of activities and events we saw positive growth in all areas, especially Earned Revenue, as noted in the finance reports.** Overall, Earned Revenue saw a 46% growth with notable growth in Group Admissions, Store Sales and, new this year, Tour Guide income. Keeping the momentum going, fall 2019 is shaping up to be equally remarkable with inclusive and engaging offerings.

The Museum is alive and well! If you have not been to the Valdez Museum for a while, come on in. The Museum is more than a place to store artifacts and objects. This is your museum. My door is always open and the coffee is on, so please feel free to swing by.

Patricia Relay
Executive Director

CULTURAL & ECONOMIC IMPACT

2019 has been a year that the Museum is grounded in a strong sense of responsibility for contributing to the region’s cultural and economic development. We:

- Contribute to the development of our community.
- Provide opportunities for education and learning.
- Build human capital through building social networks,
- More importantly, attract tourists to the area, stimulating the economy and creating employment.

In response to this obligation, the Valdez Museum has played an important role in fostering a “sense of community” by sharing the stories of our lives here in the Prince William Sound area while allowing for easy interaction among community members at exhibits, lectures, and presentations. The Museum functions as a place of ideas and education.



Collections Management

Since 2008, the Museum has employed a summer intern in re-cataloging its collection item by item. This year, VMHA did not receive a grant for a summer intern, but the Museum reapplied and received funding for a 4th quarter intern, hiring Megan Murray through Museums Alaska's Collection Management Fund grant to continue the project. The Museum has taken advantage of the timing to perform work at the Annex that would not be possible when the building is open to the public. Ms. Murray is working with items stored on the Museum mezzanine, which has been completely cleared in order to refurbish the space for better collection storage conditions (see photo detail to the left.)

From October 1, 2018, through September 20, 2019, the Valdez Museum has added 63 individual items to its collections and updated over 360 existing records. The total number of new and updated collection records is anticipated to be much higher by the end of the year due to the collection management project in progress.

Digitization

The Museum has increased its outreach and accessibility through its online PastPerfect database, which allows users to access over 7,000 VMHA collection records. The Collections department has undertaken an initiative to scan its photographic collections. In 2019, the Museum digitized significant collections such as the Mike Beaudion collection documenting construction on the Copper River Highway; and the Ashton collection of never-before-seen glass plate negatives by P.S. Hunt.

Archives

The Museum's archives have continued to be a valuable resource for researchers. Approximately 110 reference questions were fielded between October 1, 2018 and September 30, 2019. Questions were received via email, telephone, and in-person visits. Typical research questions involve genealogical research, fact checking for reporters on historical topics, and research assistance for professional historians seeking to publish their books or papers. Significant research projects this past year include: new research on the Keystone Canyon Shootout, consultation for signage content for the Allison Creek Hydroelectric Project site, and research assistance for a local author regarding post-Earthquake relocation.

Acquisition Highlights

- Collection of documents, licenses, and correspondence dating c.1910 – 1920, from the U.S. Marshall's office and Chitina founder O.A. Nelson.
- Ship's steering wheel from the historical U.S. Revenue Cutter Bear. This vessel patrolled Alaskan coastal waters during Valdez's formative years of the late 1890s to c. 1920. To be displayed late 2019/early 2020.
- A 100-year-old silk American flag purportedly made in Valdez and owned by collector Eva Y. Taylor.
- Painting of Old Town by Elizabeth Winter, 1934. Winter was a longtime resident and dress-shop owner in Valdez, born in Katalla in 1918. The painting was a gift to M/V Gypsy captain David Vietti.



2018—2019 Temporary Exhibits

- *Planetary Alaska: Art by Erica Shirk*
January 18 — March 8, 2019
Reduction process woodblock prints and monotype prints, exploring the wonders of the geology of Alaska, not only as geological features, but also as a millennia-long geological process.
- *Spring Into Art 2018: Annual Student Art Show*
March 22 — May 3
Reception March 29, 5-7 PM
Featuring over 300 recent works by Valdez students, displayed at the Valdez Museum and the Valdez Consortium Library.
- *On Beyond Ziegler*
May 10 — September 8
Reception May 10, 5-7 PM
Highlighting the works of esteemed early Valdez artists such as Ziegler and Lawrence, and examining the work and careers of the lesser-known artists that followed them.
- *Wild Rivers: Works by Deland Anderson*
September 20, 2019 — January 5, 2020
Reception September 20, 5-7 PM
The theme of wild rivers in Alaska is shown through abstracted landscapes by this Homer-based artist working in his distinctive "Ditdot" technique.



TEMPORARY EXHIBITIONS

The Valdez Museum displayed four temporary exhibitions from September 2018 through September 2019 (see sidebar). Temporary exhibitions typically run about 3 months on a quarterly basis, and highlight local and regional arts and culture, and the history and culture within the Museum's geographical scope. In response to visitor requests, exhibits staff strived for more balance between artistic and historic content with two of its five exhibitions being centered on objects from the Museum's collection. The Museum's exhibition calendar is currently booked partly into 2021.

At the Valdez Civic Center, the Museum installed a long-term display in one of the main hallway cases. Titled *A New Valdez: the Good Friday Earthquake and Recovery*, the exhibit summarizes the relocation of Valdez to its modern-day town site.

PERMANENT EXHIBITIONS

As there are discussions for options regarding a new museum facility still underway, permanent exhibition upgrades have been placed on hold, with no large-scale upgrades being planned for the near future. Permanent exhibit development for 2019 has been primarily limited to upkeep and repair to maintain its existing historical exhibits, with a minor upgrades to the earthquake exhibit.

NATIVE GALLERY

The VMHA hopes to continue its partnership with Chugachmiut, incorporating the organization's Alaska Native Heritage Kits into the Museum gallery and interpretation. The Heritage kit hosted this past year was *Cuumi Iqallugsuucillrat Iqalluk: Old [Salmon] Fishing* with a replacement kit on Medicinal Plants arriving this October.





Education

MUSEUM EDUCATION'S COMMUNITY IMPACT

The Valdez Museum's education department fosters life-long learning and a growing interest in regional history and culture. The VMHA educator teaches in public school classrooms, at Old Town and out of doors, and at the Museum itself—all at little or no cost to the learner. Students study originals in the Museum's collection and authentic art created by visiting artists. Lessons dovetail with school curriculum and integrate newly designed hands-on interactives. Topics include 1898 gold rush, Alaskan history makers, earthquakes and tsunamis and Native culture and practice.

The VMHA educator made 5647 contacts during the reporting year through its educational initiatives, public programs, community events, collaborations and outreach. The increase in contacts is due to greater participation in local events and an expanded outreach brought about largely by the arrival of cruise ships to Valdez and the Museum's role in crafting educational shore excursions. Outreach contacts, numbered 1078 in 2019.

690 contacts were made through educational programs. These numbers reflect both classroom and museum teaching and participation for the first time in a floating educators workshop in the Kenai Fjords sponsored by PWSRCAC, Alaska Geographic and the National Park Service.

TEACHING REGIONAL HISTORY AND CULTURE

Third graders visited the Remembering Old Valdez Exhibit in the spring of 2019 and then walked Old Town with the museum educator as guide. At school they learned how to "read" historic photos featuring Valdez using critical thinking and evidentiary reasoning. Students played a VMHA-made "history makers" game, too. 4th graders learned about the 1898 gold rush from the VMHA educator, panned for (fake) gold and studied original gold rush artifacts from the Museum's collection.

7th graders paddled to Old Town in September, donned mustaches and bowler hats, then performed a skit, featuring regional prospectors, who didn't strike it rich, but played key roles in the advent of Old Town. Students searched for gold pieces strewn along OT's streets and participated in a fire starting competition. This is the 9th year the museum educator has coordinated this program with GMS.

9th grade history students studied primary sources and historical artifacts, then participated in a Visual Thinking Strategies sessions, led by Faith Revell at the VHS Library. At Gilson Middle School, VMHA's educator taught art classes and encouraged students to exhibit in the annual student show.

EDUCATION

Outreach

The VMHA educator researched, wrote and then guided Viking cruisers on history, heritage and nature tours to Old Town, Solomon Gulch Hatchery, Worthington Glacier and Wrangell-St. Elias Visitor Center.

ED Camp

The Museum welcomed 6th through 8th graders for the first GMS Ed Camp collaboration.

Documentation & Evaluation

VMHA staff both listened to and observed Museum visitors in action and analyzed their experience and learning outcomes using a variety of tools. Changes, that enhance learning and promote a safe and comfortable educational environment were made.



PUBLIC PROGRAM HIGHLIGHTS

Lectures: “Tuesday Nite History Talks” drew 126 attendees. Topics ranged from the history of fishing presented by Mike Wells and Alaskan canneries brought to life by author and historian Katherine Ringsmuth, PhD. Community members learned about the art of Sydney Laurence and the exploits of the “Blue Parka Man.” PWSRCAC staff offered a glimpse into the past and efforts to sustain a bright future, in an EVOS presentation that signaled the 30th anniversary of the spill. In late November Snowtown Strings, a local group of musicians, accompanied a free TNHT where family stories and recipes were warmly exchanged.

Old Town Walking Tours: Guided tours of Old Town and new Valdez immersed participants in local history. 79 walkers joined the VMHA educator at Old Town and 51 participants learned about historic homes and the move from the original town site.

5 FREE Days of Christmas resulted in 87 people gathering at the Museum to craft and socialize in December. **Free Fridays** brought 269 visitors to see the latest exhibits and learn about Valdez history throughout the year.

Art Workshops: 32 local artists studied with visiting painters Deland Anderson and Justine Pechuzal and Valdez printmaker Erica Shirk in low cost art workshops offered in the fall of 2018 and 2019 at the Museum; each class surrounded by the exhibiting artists’ work.

Hands-on History and Art Camp: Due to deep cuts in United Way funding, VMHA summer camp and summer art programs were not offered in 2019.



PUBLIC PROGRAMS

Programs at our community-based Museum flow out of many different sources: changing exhibits; artifacts with great stories housed in the Museum’s collection; traditional Native knowledge; and opportunities to inform the public about regional history and culture. A balanced Museum program gives locals the opportunity to both create art and engage with experts brought to the community to teach about Valdez’ unique geography and geology, culture and heritage.

The Museum is ultimately a gathering place. In late November the VMHA ushered in the holidays with hot drinks and cookies for 150 at the tree lighting ceremony held on the east lawn. In March education and exhibits staff mounted 309 student made works of art in an exhibit at the Museum and Library. During Gold Rush Days the Museum waived admission fees for hundreds of visitors, set up a free lemonade stand and later gave guided tours of Old Town and new Valdez.

848 contacts were made through public programs this year.

COLLABORATIONS

Museum programs launched, grew and flourished in 2018-19 through old and new collaborations with community and regional organizations. Partners included:

- Valdez Consortium Library
- Valdez Public Schools
- Prince William Sound College
- Valdez Native Tribe
- Chugachmiut, Inc.
- FOCUS Homeschool and Valdez Home School Association
- Valdez Parks & Rec
- Prince William Sound Regional Citizens’ Advisory Council
- Solomon Gulch Hatchery
- Valdez Fisheries Development Association
- Alyeska Pipeline Service Company
- Valdez Gold Rush Days
- KVAK Frosty Fever
- Viking Cruises
- Premier Alaska Tours
- Wrangell-St. Elias National Park and Preserve
- U.S. Coast Guard





2019 Volunteer Recognition

Volunteers

Volunteering is generally considered a selfless activity where an individual or group provides services for no financial gain.

Volunteers at the Museum come in all shapes and sizes. We rely on volunteers to serve on our governing Board; to help out on committees like Roadhouse, the Strategic Planning Committee and the Finance Committee to name a few; support our mission driven programs in education, exhibitions, collections and events; and to help with a variety of miscellaneous tasks such as summer and winter readiness and bulk mailings. We could not have accomplished our program of work without the help of our dedicated board of directors, board committees and community members who volunteered. We are so grateful for the time, commitment and compassion these volunteers have given to service of the Valdez Museum over the past year:

Andrea Searles	Jason Smilie	Mollie Good
Betty McIntosh	Jay Yunker	Nick Pabo-Eulberg
Bryan Vincent	Jeanne Passin	Pat Cables
Cameron Farrington	Jeff Johnson	Rich Dunkin
Candy Davis	Jenna Compehos	Rick Nichols
Cindy Unger	Joanne Winney	Rosemary Lull
Christy Franklin	Jhon Alegado, Jr.	Sandy Johns
Daisy Hedberg	Judy Prevost	Sara Irwin Goudreau
Deb Yamakami/Arts Design	Kaitlin Pabo-Eulberg	Sarah Rountree
Diane Gibbs	Kate Dugan	Sela Bauer/CVT
Donna Lane	Kathrine Walters	Steve Goudreau
Dwight Morrison	Kathy Hayden	Sheila Mann
Ed Davis	Kathy Nielsen	Spike Gilson
Ed Pinsky	Kena Blood	Stephanie Vlasoff
Erica Shirk	Kris Hastings	Steve Goudreau
Gail Johnson	Linda Ayer	Steven Weber
Gary Minish	Linda Brandenburg	Stuart Relay
Gary Warner	Lois Gilson	Tara Yunker
Georgia Ann Christofferson	Lydia Rountree	Tina Blood
Glen Sodergren	Maggie Nylund	Tina Fifarek
Gloria McAlister	Martha Barberio	Todd Bagetis
Isabella Anne Smelcer	Mary Mehlberg	Tom McAlister
Jack Smilie	Mary Warner	Vernell Sodergren
Jan Whalen	Michelle Cullen	Wendy Robertson
Jane Haltness	Mike Franklin	Steve Williams
Janis Johnson		

Why Volunteer?

"Whenever I tell visitors I work as a volunteer on the Board they always comment that they love the Valdez Museum! It shows me that not only do I love it, but their positive feedback is also very gratifying to hear."
Michelle Cullen

"The Museum has played a key role in my understanding and love for this town from childhood to adulthood. It has taught me about why Valdez is located where it is, and the people that built it. I want to be part of the of the artistic, historic and cultural growth of Valdez." Sarah Rountree

"I like to volunteer at the Museum because it makes me feel like I am doing a small part in helping to preserve and share the vast history of our beautiful town. My roots are here, and I am always so proud to let visitors know they can study our history by stopping by our local museum and Old Town exhibit. A town without a museum would be like an ocean without any fish!" Pat Caples

"When asked why I volunteer at the Museum I realized I had never given it much thought, I just do. But, as it turns out, I volunteer for purely selfish reasons. I have a great respect for the colorful history of Valdez, and as a volunteer I get to see and touch and read and learn about pieces of our history that few rarely get to experience. So, for me it becomes a journey of discovery and gives me a greater sense of belonging to this amazing place we call home. If you are reading this and have a passionate selfishness of your own, I encourage you to become a volunteer."
Rich Dunkin

Overview

It is only through the generosity of our donors who support our wonderful Museum that we can continue to provide meaningful programs and services to Valdez, the Copper River Basin and Prince William Sound, Alaska. The Museum's ability to welcome visitors from around the world goes beyond keeping the building warm and the lights on. It extends to all facets of community outreach as well as providing quality and innovative programming. As a non-profit organization we rely on loyal donors to help us meet those expenses. In addition to our annual Roadhouse Dinner and Associate Membership program we rely on Individuals, Businesses, Corporations, and granting agencies.

Why donors give?

"When I first made Valdez my home, visiting the Museum was at the top of my list. I believe that stories of the people who have inhabited this land matter to how I reside in this community." Kaitlin Pabo-Eulberg

Individual Donors

Andrea Searles
Anny Wilson
Bill & Donna Walker
Brian & Alice MacDonald
Barbara Bigelow & Dick Smith
Brian & Alice MacDonald
Carol & Jeffery Simmons
Charles Simenstad
Christine & Charles Sasse
Chuck & Dolores Gard
Dave & Leila Dengel
David Rosenthal
Diane Kinney
Donna Gifford
Donna Lane
Dorothy Moore
Edwin Rogers

Erica Shirk
Erik & Julie Haltness
Gary Minish
Gary & Lavonne Kennedy
Gerald Johnson
Geraldine Cazmecki
Gloria & Tom McAlister
Jan Whalen
Jay & Tara Yunker
Jeremy Robida
Jonathan O'Connor
John & Michelle Cullen
Josh Miller
Justine Pechuzal
Katherine Walters
Kay Houghton
Katie Ringsmuth
Kaitlin & Nick Pabo-Eulberg

Larry Hodges
Larry McIntosh
Lydia Rountree
Margaret Benzo
Melissa Stanford
Natalie Staschke
Patricia Relay
Rich Dunkin
Ronda Sambo
Ruth Knight & Alan Sorum
Ryan McCune
Sara Goudreau
Sarah Rountree
Sonja Hursh
Steve & Donna Newcomer
Susan & Michael Britt
Tom & Julie Graafstra

Business and Corporate Donors

A Rogues Garden
Alaska Railroad
Alaska Tanker Company
Alchemy of Design
Alyeska Pipeline Service Co.
Anchorage Concert Association
Anchorage Opera
Arctic Chiropractic and Massage
Arctic IT
Bear Paw RV Park
Brena, Bell & Walker, PC.
Captain Joe's Tesoro
Club Paris
CND Metal Works
Copper Valley Electric
Copper Valley Telecom
Corbin Creek Farms
Crowley Alaska Tankers
Currant Ridge Cabins
Dr. Silveira, DDS
Eagles Rest RV
Edison Chouest Offshore

First National Bank Alaska
Food Cache
Foothills Dentistry
Gilpatrick's Greenhouse
Glacier Automotive
H2Oasis Indoor Water Park
Haltness Equipment, LLC.
Harris Sand & Gravel
Historic Anchorage Hotel
Holland America Cruise Lines
Hotel Chitina
Legacy Portrait
Lynden Transport
Lu-Lu Belle Glacier & Wildlife Cruises
Lynden Transport
Moon Dog Woolies
Napa Auto Parts
Northwind Gifts
Peter Pan Seafoods
Petro Star
Port Valdez Company
Providence Valdez Medical Center

Radiant Wellness
Radio Shack
Robe River Lodge
Safeway
Salon Eclipse
Seed Media
Silver Bay Seafoods
Solomon Falls Seafood
South Central Hard Ware
Stan Stephens Cruises
Suite 100 Restaurant
TC Corbin-Green
The Prospector Outfitters
The Stampmill Restaurant
Totem Hotel and Suites
Valdez Food Cache
Valdez Medical Clinic
Valdez Outfitters
Valdez Rolfig
Valdez U-Drive
Valdez Veterinary Clinic
Vertical Solutions
Vixen Charters
Wells Fargo

Non-City Grant Donors

Alaska State Council on the Arts
Copper Valley Electric Association Inc.
Museums Alaska

National Endowment for the Arts
Valdez United Way

Collection Donors

Mike Beaudion
Tom McAlister
Linda Brandenburg
Stephan Corcoran
Donna Lane

Cooper Landing Historical Society and Museum
Ketchikan Museums
Paul May

Hunterdon County Historical Society
Tim Lopez
Petaluma Museum



COMMUNITY OUTREACH

This summer the Valdez Museum Board and Staff launched a public awareness campaign and sponsored a Museum booth at the City's July 4th Celebration and the Gold Rush Days Open Air Market. We created a fun, interactive bean survey to quantify public sentiment for building a new museum facility and where it should be located. There is an online survey as well.

Survey results to date: 252 people have been surveyed and 245 say "Yes" while 7 say "No" to building a new museum facility—a 97% approval rating. Of the three possible sites—the hill north of Civic Center parking lot is ahead with 51% of the vote.



WHAT VISITORS ARE SAYING

WORDS OFTEN USED

OUTSTANDING, AWESOME, INTERESTING,
GROOVY PLACE, VERY INFORMATIVE, AMAZING,
UNBELIEVABLE, BEAUTIFULLY DISPLAYED

COMMENTS

"We were truly moved by the strength and spirit and endurance of the people of Valdez."

Ondray and Erin Rudegear ~ Grand Rapids, MI

"Very informative, I learned much about the 1989 oil spill."

Diana Guerin ~ Fullerton, CA

"Thanks for an enjoyable way to learn Alaska's history."

Susie Graveley ~ Wasilla, AK

"Love the Art Exhibition and so many interesting exhibits."

David and Lyn Peters ~ London, England

"This is a great museum! A must see for all visitors here."

Paul and Christine Bryant ~ New Zealand

"Best Alaska museum"

Ken and Judy Vest ~ Lebanon, MO

"Really awesome! Love the restored fire engines!"

Andy & Alisha Janes ~ Denver CO

"So thorough—a lot of care in preparation."

Barbara & John Rogers ~ Jackson, MS

Valdez Museum & Historical Archive
Profit & Loss Budget vs. Actual
January through December 2019

	Jan - Dec 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Fund Development	30,978.02	86,950.00	-55,971.98	35.63%
Earned Revenue	140,173.15	104,765.00	35,408.15	133.8%
Grants	485,000.00	494,000.00	-9,000.00	98.18%
Interest Income	426.53	782.00	-355.47	54.54%
Reimbursed Expenses	5,639.44	4,000.00	1,639.44	140.99%
Total Income	662,217.14	690,497.00	-28,279.86	95.9%
Cost of Goods Sold	20,536.51	16,750.00	3,786.51	122.61%
Gross Profit	641,680.63	673,747.00	-32,066.37	95.24%
Expense				
8059 · Contingency	2,082.60	5,518.00	-3,435.40	37.74%
8036.2 · Volunteer Expense	337.84	350.00	-12.16	96.53%
8036 · Fundraising Expenses	4,085.78	11,000.00	-6,914.22	37.14%
8036.1 · Membership	1,850.76	2,750.00	-899.24	67.3%
8037 · IT Services	13,501.28	19,632.00	-6,130.72	68.77%
8039 · Education	1,561.63	2,000.00	-438.37	78.08%
8040 · Collections	2,827.97	5,815.45	-2,987.48	48.63%
9002 · Freight and Shipping Costs	1,382.85	2,100.00	-717.15	65.85%
8103 · Personnel Expenses	307,348.14	438,971.55	-131,623.41	70.02%
8044 · Contract Labor	1,900.00	5,500.00	-3,600.00	34.55%
8110 · Professional Fees	14,220.00	16,400.00	-2,180.00	86.71%
8113 · Vehicle Expense	344.14	500.00	-155.86	68.83%
8047 · Janitorial Services	8,000.00	12,000.00	-4,000.00	66.67%
8048 · Utilities	35,904.84	54,780.00	-18,875.16	65.54%
8118 · Telephone	5,342.40	8,470.00	-3,127.60	63.07%
8123 · Postage and Delivery	2,014.94	3,000.00	-985.06	67.17%
8049 · Supplies	6,074.42	9,500.00	-3,425.58	63.94%
Exhibits	3,355.62	5,250.00	-1,894.38	63.92%
8130 · Dues and Subscriptions	3,231.88	4,500.00	-1,268.12	71.82%
8131 · Printing and Reproduction	3,338.58	5,275.00	-1,936.42	63.29%
8053 · Advertising/Marketing	5,109.00	4,500.00	609.00	113.53%
8134 · Rent	10.00	10.00	0.00	100.0%
6185 · Insurance	22,520.00	23,250.00	-730.00	96.86%
8138 · Credit Card Fees	4,782.22	5,000.00	-217.78	95.64%
8139 · Bank Service Charges	58.00	100.00	-42.00	58.0%
8145 · Licenses and Permits	60.00	575.00	-515.00	10.44%
8148 · Contributions	5,139.04	24,000.00	-18,860.96	21.41%
8058 · Public Programs	1,883.11	3,000.00	-1,116.89	62.77%
Total Expense	458,267.04	673,747.00	-215,479.96	68.02%
Net Income	183,484.79	0.00	183,484.79	100.0%

Profit & Loss Prev Year Comparison

Accrual Basis

January 1 through September 13, 2019

	Jan 1 - Sep 13, ...	Jan 1 - Sep 13, ...	\$ Change	% Change
Ordinary Income/Expense				
Income				
8003 · Fund Development	31,030.07	39,762.30	-8,732.23	-22.0%
8024 · Earned Revenue	140,580.25	95,857.90	44,722.35	46.7%
4200 · Grants	485,000.00	482,500.00	2,500.00	0.5%
8501 · 7015 Interest Income	426.53	781.84	-355.31	-45.5%
8011 · Reimbursed Expenses	5,639.44	3,317.95	2,321.49	70.0%
Total Income	662,676.29	622,219.99	40,456.30	6.5%
Cost of Goods Sold				
8102 · Gallery Commission	1,560.32	288.61	1,271.71	440.6%
8101 · Cost of Goods Sold	19,009.74	12,969.34	6,040.40	46.6%
Total COGS	20,570.06	13,257.95	7,312.11	55.2%
Gross Profit	642,106.23	608,962.04	33,144.19	5.4%
Expense				
8059 · Contingency	2,082.60	0.00	2,082.60	100.0%
8036.2 · Volunteer Expense	337.84	203.84	134.00	65.7%
8036 · Fundraising Expenses	4,085.78	3,541.90	543.88	15.4%
8036.1 · Membership	1,850.76	1,699.15	151.61	8.9%
8037 · IT Services	13,501.28	11,758.36	1,742.92	14.8%
8039 · Education	1,561.63	1,826.56	-264.93	-14.5%
8040 · Collections	2,827.97	5,153.12	-2,325.15	-45.1%
9001 · POS Inventory Adjustme...	0.00	0.00	0.00	0.0%
9002 · Freight and Shipping Co...	1,382.85	1,871.83	-488.98	-26.1%
8103 · Personnel Expenses	307,348.14	284,496.52	22,851.62	8.0%
8044 · Contract Labor	1,900.00	4,180.00	-2,280.00	-54.6%
8110 · Professional Fees	14,220.00	16,990.00	-2,770.00	-16.3%
8113 · Vehicle Expense	344.14	1,038.43	-694.29	-66.9%
8047 · Janitorial Services	8,000.00	8,000.00	0.00	0.0%
8048 · Utilities	35,904.84	38,751.26	-2,846.42	-7.4%
8118 · Telephone	5,342.40	5,803.84	-461.44	-8.0%
8123 · Postage and Delivery	2,014.94	2,108.55	-93.61	-4.4%
8049 · Supplies	6,074.42	5,998.10	76.32	1.3%
Exhibits	3,355.62	2,557.06	798.56	31.2%
8130 · Dues and Subscriptions	3,296.86	3,289.00	7.86	0.2%
8131 · Printing and Reproduction	3,338.58	3,301.09	37.49	1.1%
8053 · Advertising/Marketing	5,109.00	3,974.60	1,134.40	28.5%
8134 · Rent	10.00	10.00	0.00	0.0%
6185 · Insurance	22,520.00	21,158.00	1,362.00	6.4%
8138 · Credit Card Fees	4,782.22	3,896.51	885.71	22.7%
8139 · Bank Service Charges	58.00	99.22	-41.22	-41.5%
8145 · Licenses and Permits	60.00	115.00	-55.00	-47.8%
8148 · Contributions	5,139.04	12,326.81	-7,187.77	-58.3%
8058 · Public Programs	1,883.11	2,237.80	-354.69	-15.9%
Total Expense	458,332.02	446,386.55	11,945.47	2.7%
Net Ordinary Income	183,774.21	162,575.49	21,198.72	13.0%
Other Income/Expense	71.20	12.00	59.20	493.3%
Net Income	183,845.41	162,587.49	21,257.92	13.1%

Balance Sheet Prev Year Comparison

Accrual Basis

As of September 13, 2019

	Sep 13, 19	Sep 13, 18	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1024 · 1st National Savings	30,011.48	0.00	30,011.48	100.0%
1026 · 1st National Gaming	552.03	186.00	366.03	196.8%
1025 · 1st National Operating	65,841.93	37,018.55	28,823.38	77.9%
1023 · CD - 61243443 Reserve Acct	0.00	60,123.69	-60,123.69	-100.0%
1021 · CD 61215021 -Phyllis Irish	67,358.17	66,943.12	415.05	0.6%
1022 · 10950 Cash in Drawer	779.16	1,422.01	-642.85	-45.2%
1001 · Cash In Bank-Operating-WFa...	0.00	13,998.79	-13,998.79	-100.0%
1003 · WF Merchant Services Account	72,298.88	60,219.38	12,079.50	20.1%
Total Checking/Savings	236,841.65	239,911.54	-3,069.89	-1.3%
Accounts Receivable	124,619.50	119,635.50	4,984.00	4.2%
Other Current Assets				
1502 · Museum Endowment Fund	1,016,967.00	970,585.00	46,382.00	4.8%
Cash on Hand	544.91	609.31	-64.40	-10.6%
2002 · 1120 Inventory Asset	18,757.53	23,202.16	-4,444.63	-19.2%
1017 · Undeposited Funds	620.57	350.00	270.57	77.3%
Total Other Current Assets	1,036,890.01	994,746.47	42,143.54	4.2%
Total Current Assets	1,398,351.16	1,354,293.51	44,057.65	3.3%
Fixed Assets				
4000 · Construction in Progress	74,227.00	74,227.00	0.00	0.0%
4001 · Fixed Assets	42,420.61	42,420.61	0.00	0.0%
Total Fixed Assets	116,647.61	116,647.61	0.00	0.0%
Other Assets				
Merchandise Inventory	1,316.33	738.49	577.84	78.3%
Total Other Assets	1,316.33	738.49	577.84	78.3%
TOTAL ASSETS	1,516,315.10	1,471,679.61	44,635.49	3.0%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable	11,141.19	7,592.24	3,548.95	46.7%
Credit Cards	837.56	607.43	230.13	37.9%
Other Current Liabilities				
25100 · Employee Tips Payable	13.50	13.50	0.00	0.0%
5504 · 24700 Customer Deposits	34.00	34.00	0.00	0.0%
6601 · Deferred Revenue	24,114.00	24,114.00	0.00	0.0%
6002 · Leave Payable	17,265.61	17,265.61	0.00	0.0%
6003 · 2100 Payroll Liabilities	6,364.28	11,235.89	-4,871.61	-43.4%
Total Other Current Liabilities	47,791.39	52,663.00	-4,871.61	-9.3%
Total Current Liabilities	59,770.14	60,862.67	-1,092.53	-1.8%
Total Liabilities	59,770.14	60,862.67	-1,092.53	-1.8%
Equity				
7503 · Museum Endowment Fund Equity	1,016,967.00	970,585.00	46,382.00	4.8%
8079 · Contributed Capital	91,636.18	91,636.18	0.00	0.0%
3000 · Opening Bal Equity	33.93	33.93	0.00	0.0%
7502 · 3900 Retained Earnings	164,062.44	185,974.34	-21,911.90	-11.8%
Net Income	183,845.41	162,587.49	21,257.92	13.1%
Total Equity	1,456,544.96	1,410,816.94	45,728.02	3.2%
TOTAL LIABILITIES & EQUITY	1,516,315.10	1,471,679.61	44,635.49	3.0%

Valdez Museum & Historical Archive
Profit & Loss Budget Overview
 January through December 2020

	Jan - Dec 20
Ordinary Income/Expense	
Income	
8003 · Fund Development	
8004 · Corporate Sponsorship	11,200.00
8060 · Roadhouse Dinner	24,000.00
8021 · Annual Appeal	3,300.00
8022 · Raffle	1,000.00
8061 · Membership	11,000.00
4030 · Donations Income	
8062 · 6145 In-Kind Income	30,000.00
8001 · Restricted	25,000.00
8002 · Unrestricted	5,000.00
Total 4030 · Donations Income	60,000.00
Total 8003 · Fund Development	110,500.00
8024 · Earned Revenue	
8025 · Program Fees	
8025.1 · Enrollment Fees	7,000.00
Total 8025 · Program Fees	7,000.00
4120 · Museum Fees	
80011 · Presenter & Guide Income	6,000.00
8026 · Admissions	58,075.00
8009 · Admission Fees	31,875.00
8010 · Archival Fees	3,500.00
8159 · Space Rental	2,750.00
Total 4120 · Museum Fees	102,200.00
8027 · Store Sales	50,000.00
48600 · Service Sales	
486001 · Shipping	75.00
Total 48600 · Service Sales	75.00
Total 8024 · Earned Revenue	159,275.00
4200 · Grants	
8032 · 4110 City of Valdez	475,000.00
8006 · State of Alaska	4,000.00
8033 · Foundation	11,000.00
Total 4200 · Grants	490,000.00
8501 · 7015 Interest Income	
Phyllis Irish Memorial Fund CD	418.00
8501 · 7015 Interest Income - Other	25.00
Total 8501 · 7015 Interest Income	443.00
8011 · Reimbursed Expenses	5,500.00
Total Income	765,718.00
Cost of Goods Sold	18,500.00
Gross Profit	747,218.00
Expense	
8059 · Contingency	4,622.00
8036.2 · Volunteer Expense	350.00
8036 · Fundraising Expenses	11,000.00
8036.1 · Membership	2,750.00
8037 · IT Services	21,000.00
8039 · Education	2,000.00
8040 · Collections	

Profit & Loss Budget Overview

January through December 2020

	Jan - Dec 20
8043.1 · Intern	4,000.00
8042 · Collections Supplies	1,500.00
8043 · Acquisitions	300.00
Total 8040 · Collections	5,800.00
9002 · Freight and Shipping Costs	2,100.00
8103 · Personnel Expenses	
8104 · Salaries & Wages	292,870.00
8105 · ESC Payroll Tax	3,250.00
8106 · FICA Payroll Tax	27,500.00
8107 · 403(b) - Employer	14,641.00
8108 · Health Insurance	112,000.00
Total 8103 · Personnel Expenses	450,261.00
8044 · Contract Labor	5,000.00
8110 · Professional Fees	
8045 · Accounting	17,800.00
8046 · Consulting	400.00
Total 8110 · Professional Fees	18,200.00
8113 · Vehicle Expense	1,500.00
8047 · Janitorial Services	12,000.00
8048 · Utilities	
8115 · Electric	36,500.00
8116 · Heating Oil	18,000.00
8117 · Water	280.00
Total 8048 · Utilities	54,780.00
8118 · Telephone	
8124 · Conference Line	120.00
Cell Phone	1,000.00
8120 · Internet	3,400.00
8121 · Local Service	4,800.00
8122 · Long Distance	150.00
Total 8118 · Telephone	9,470.00
8123 · Postage and Delivery	3,000.00
8049 · Supplies	
8125 · Technology	3,000.00
8126 · Office Supplies	3,000.00
8127 · Operating	6,000.00
Total 8049 · Supplies	12,000.00
Exhibits	
8050 · Special Projects	25,000.00
8051 · Permanent Exhibits	1,500.00
8052 · Temporary Exhibits	5,000.00
Total Exhibits	31,500.00
8130 · Dues and Subscriptions	4,500.00
8131 · Printing and Reproduction	7,500.00
8053 · Advertising/Marketing	10,000.00
8134 · Rent	
8056.1 · Storage Rent	1,200.00
8055 · Building Lease	10.00
Total 8134 · Rent	1,210.00
6185 · Insurance	
8137 · Liability Insurance	24,750.00
Total 6185 · Insurance	24,750.00
8138 · Credit Card Fees	5,000.00

Profit & Loss Budget Overview

Accrual Basis

January through December 2020

	Jan - Dec 20
8139 · Bank Service Charges	100.00
8056 · Travel	
8142 · Meals	750.00
8143 · Travel	7,500.00
Total 8056 · Travel	8,250.00
8144 · Training & Education	3,000.00
8145 · Licenses and Permits	575.00
8148 · Contributions	
8057 · In-Kind Expenses	30,000.00
Total 8148 · Contributions	30,000.00
8058 · Public Programs	5,000.00
Total Expense	747,218.00
Net Ordinary Income	0.00
Net Income	0.00



Legislation Text

File #: 19-0425, **Version:** 1

ITEM TITLE:

Appointments to Providence Valdez Medical Center Health Advisory Council (Three-year Term)

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Appoint **four** applicants to each serve a three-year on the PVMC HAC

SUMMARY STATEMENT:

Four vacancies exist on the Providence Valdez Medical Center Health Advisory Council due to term expiration.

The City Clerk's Office advertised the vacancies and received five applications prior to the established deadline:

- Dave Dengel
- Dan O'Connor
- Pam Shirrell
- Ruthie Knight
- Ray Tapp

City Council will select four applicants for appointment by paper ballot.

Appointees will each serve a three-year term, expiring October 2022.

Application Form

Profile

Dave

First Name

Dengel

Last Name

Email Address

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

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Retired

Employer

Retired

Occupation

Which Boards would you like to apply for?

Providence Valdez Medical Center Health Advisory Council: On Agenda

How did you learn about this vacancy? *☒ Word of Mouth

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

I believe that healthcare is one of the basic functions that a community can provide its residents and visitors.

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

I have previously served on the Providence Valdez Medical Center Health Advisory Council.

[letter_of_application.pdf](#)

Upload a Resume or Letter of Interest

DAVID A. DENGEL
P.O. Box 2747, Valdez, Alaska 99686
907-255-1211
dengel@valdezak.net

Mayor and City Council
City of Valdez
PO Box 307
Valdez, Alaska

Dear Mayor O'Neil and City Council members,

I am applying for one of the vacancies on the Providence Valdez Medical Center Health Advisory Council. I have served on the council previously. I also previously served on the regional Board of Providence Alaska.

I have a strong interest in healthcare in Valdez and believe that I can assist City in continuing to provide quality healthcare to its residents and visitors.

I have served in leadership positions within the city of Valdez as well as have served on other City Boards and organizations serving the community. I would like to continue my service to the community.

I will appreciate your support of my request to serve on the Providence Valdez Medical Center Health Advisory Council.

Thank you.

Sincerely,

Dave

Dave Dengel

Application Form

Profile

Dan

First Name

O'Connor

Last Name

Email Address

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

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

University of Alaska - PWSC

Employer

Educational Administrator

Occupation

Which Boards would you like to apply for?

Providence Valdez Medical Center Health Advisory Council: On Agenda

How did you learn about this vacancy? *☒ Word of Mouth

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

To provide support and resources to bring reliable and affordable health care to Valdez

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

Served as an educational leader for multiple allied health career pathways in Ohio, California, and Alaska.

[Vita.doc](#)

Upload a Resume or Letter of Interest

Vita

J. DANIEL O'CONNOR

**Administrative
Experience**

CEO/College Director at Prince William Sound College
in Valdez, Alaska 2013- Present

Dean of Instruction at Bakersfield College in
Bakersfield, California 2004-2013

Dean, Health Careers and Sciences at Cuyahoga
Community College in Cleveland, Ohio 2001-2004

Assistant Dean, Health Careers and Sciences at Cuyahoga
Community College in Cleveland, Ohio 1999-2001

Director of Athletics, Physical Education and
Recreation at Cuyahoga Community College in
Cleveland, Ohio 1998-1999

Director of Athletics at Walsh University in North Canton,
Ohio 1985 -1990

Assistant Director of Athletics at Walsh University in
North Canton, Ohio 1984-1985

**Professional
Teaching
Background**

National Faculty Member and Cluster Site Coordinator
at the United States Sports Academy in Daphne, Alabama
1998-2004

Science Teacher at Elyria High School in Elyria, Ohio
1991-1998

Adjunct Biology Instructor at Cuyahoga Community
College in Parma, Ohio 1992-1996

Physical Education Instructor at Walsh University in
North Canton, Ohio 1984-1990

Science Teacher at Valley High School in New Kensington,
Pennsylvania 1982-1984

Adjunct Environmental Studies Instructor at Bowling
Green State University in Bowling Green, Ohio 1981-1982

Environmental Studies Instructor at Mercyhurst College in
Erie, Pennsylvania 1975-1981

Science Teacher at General McLane High School in
Edinboro, Pennsylvania 1974-1975

Instructional Leadership

Created an **instructional improvement plan** to close the gap between the College's Community College Student Survey of Engagement results and benchmarked national norms

Received the Campus President's Citation for the "**Focus on Learning**" model which was highlighted in the August 2002 *Learning Abstracts* of the League for Innovation in the Community Colleges

Presented the "**Focus on Learning**" model concept at the Spring 2003 League of Innovation Conference in Phoenix, Arizona

Participated in institutional training and planning sessions to **transition curriculum objectives to outcomes** that validate student learning

Implemented a tenure track faculty series of informational and mentoring sessions to **connect veteran faculty** members with new faculty to share wisdom and experiences on teaching and learning at the College

Assisted and encouraged faculty to participate in the **instructional Blackboard** format to extend their "presence" with students beyond the campus and conserve institutional resources

Recognized with a Campus President's Citation for the design and implementation of the "**On-Site Practical Nursing Program** at MetroHealth Medical Center"

Established a **cluster site** with the United States Sports Academy for departmental staff and community professionals in sport and physical education to pursue graduate work and developed a link with the University of the Americas to assist staff members with Associate Degrees to **complete baccalaureate** requirements

Identified funding to **support new program development** in Personal Training, Dietetics, Medical Assisting, Health Information Management, and Surgical Technology and orchestrated released time to support faculty to **develop delivery options** for health career and science courses in a distance format

Supported faculty development projects that resulted in the **creation of tutorial resources** for discipline specific courses and created an ad hoc committee for the **retention of students** on the Metropolitan Campus

Received a Campus President's Citation for the "Youngstown State University Articulation Agreement" that **created baccalaureate options** for health career graduates and additional FTE for the College

Administrative Leadership

Served as Lead Dean providing **college-wide vision** and leadership to the Division of Health Careers and Sciences while representing the interests of the College, faculty, staff, and students within the community

Chaired the College's **Planning and Institutional Effectiveness** Governance Committee that has reviewed and made recommendations on the Academic Quality Improvement Project of the Higher Learning Commission, the Balanced Scorecard, the Community College Student Survey of Engagement, and the Noel Levitz Student Satisfaction Survey

Participated as a member of the Administrative Council serving the Metropolitan Campus President and providing **accountability** for the human, financial, and physical resources of the Health Careers and Sciences Division

Received a Challenger Award for **strengthening College operations** as a member of the campus "Strategic Planning Core Team"

Presented a "Strategic Planning – Strategic Thinking" report to the Health Careers and Sciences faculty and staff that **captured their collective visioning** for future programmatic and facility development

Created a model "**Balanced Scorecard**" for the College to be studied as a proposal for its potential as an integrated management system

Authored grant proposals with the Resource Development Office submitted to the Jennings Foundation, the Eisenhower Foundation, the Bill and Melinda Gates Foundation, the Handspring Corporation and the Ohio Board of Regents, receiving a Campus President's Citation for the "**Nuclear Magnetic Resonance Acquisition**" from NASA valued at \$250,000 and designing the project plan that received over \$500,000 of funding from local and federal sources to **renovate science labs and support facilities** in the Center for Nursing and Health Careers

Recognized by the Metropolitan Campus by receiving a **Challenger Award** for the development of the "Summer Sport and Fitness Academy"

Appointed to the college-wide Health and Wellness Task Force that **shaped the future direction** of health services at the College

Selected by the Chancellor to serve on the **negotiating team** with the KCCD/CCA/CTA/NEA

**College/Community
Service**

Served as **Co-Chair of Campaign 2004** that raised over \$200,000 for The United Way of Greater Cleveland, The United Negro College Fund, and Community Shares exceeding the College goal by 10%

Received the Campus President's Appreciation Award for work **organizing the employees** Major Gift Campaign

Continued membership on the CCC Employee Golf Outing Committee that has raised over \$100,000 for **student scholarships** in the name of deceased colleagues at the College

Appointed to represent the College on the **Development Committee** of the Greater Cleveland Sports Commission and served on the Volunteer Committee for the GCSC "Athletes of the Year" celebration

Chaired the basketball competition for the **International Children's Games** to be held in Cleveland during the Summer of 2004 – the first time in the United States

Conducted an **educational training program** for the Cleveland Municipal Schools' Special Olympics coaches

Served on the Local Organizing Committee for the AAU Junior Olympics and as **Chair of the Volunteers** for the golf competition

Participated in the Cleveland Scholarship Programs **serving the Cleveland Municipal School District** students with counseling and financial aid assistance

Orchestrated the competition logistics for over **50 corporate partners** to support the Cystic Fibrosis Foundation's Annual Sports Challenge raising \$37,000

Attended the first National Coaching Congress of AAPHERD and served as a delegate **representing community colleges** in the approval of national coaching standards

Elected as the president of the Mid Ohio Conference from 1986-1989 and was responsible for **reorganizing the administrative operation** of the conference and the hiring of a full-time commissioner

Appointed to serve on the **Chamber of Commerce** and the **Visitors and Convention Bureau** committee to build corporate sponsors and bring the OHSAA State Football Championships and the NAIA Division II National Championships to Fawcett Stadium and Paul Brown Tiger Stadium

Invited to speak at **The Pro Football Hall of Fame**
Luncheon Club - the largest sports luncheon club of its
kind in the United States

Maintained a **high public profile** by being involved in
television and radio broadcasts, commercials, special
appearances and speaking engagements

Selected to participate in the **Leadership Bakersfield**
class of 2006 sponsored by the Greater Bakersfield
Chamber of Commerce

Educational Background

Organizational Leadership
Northcentral University
Prescott AZ

Educational Leadership in Higher Education
University of Nebraska
Lincoln NE

NSF National Teacher Enhancement Network
Montana State University
Bozeman MT

Doctorate in Higher Education
LaSalle University
Mandeville LA

Master of Education
Slippery Rock University
Slippery Rock PA

Bachelor of Science
Slippery Rock University
Slippery Rock PA

Affiliations

Association of California Community College
Administrators

Greater Bakersfield Chamber of Commerce, Steering
Committee for Beautiful Bakersfield

Habitat for Humanity – Golden Empire, Board of Directors
Vice-President

Kern County Science Foundation, Executive Board

The National Arbor Day Foundation

The United States Golf Association

References

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Mr. Bill Cordero, Vice President Emeritus
Santa Barbara City College
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(805) 570-7476

Dr. Alex Johnson, President
Cuyahoga Community College
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(216) 987-4851

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Ms. Mary Lou Gerosky, Assistant Dean
Cuyahoga Community College
Mary-Lou.Gerosky@tri-c.edu
(216) 987-4494

Mr. Tom Greenwood, Mathematics
Bakersfield College
tgreenwo@bakersfieldcollege.edu
(661) 204-3012

Dr. Margaret DeStefano, Professor of Criminal Justice
Bakersfield College
missny333@gmail.com
(603) 632-7153

Application Form

Profile

Pam

First Name

Shirrell

Last Name

Email Address

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

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Retired Public Health Nurse

Employer

Registered Nurse

Occupation

Which Boards would you like to apply for?

Providence Valdez Medical Center Health Advisory Council: On Agenda

How did you learn about this vacancy? *☒ City Newsflash or Email

Email notice from City Clerks office.

Interests & Experience

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

I have been active in the delivery of health care to our community since moving to Valdez 31 years ago. I volunteered on the committee that built Valdez Medical Clinic and our Providence Valdez Medical Center. Health care is essential to health of Valdez and I have experience and knowledge that I want to contribute, to continue to strive for quality, affordable, health care. I currently serve as Chair for the Providence Alaska Regional Ministry Board, which is the policy board for all Providence facilities in our state.

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

• Bachelor of Science in Nursing, Seattle University • Nursing Home Administrators License, State of Alaska • 22 years of acute care nursing in multiple disciplines • Six years, Health Services Director, Harborview Developmental Center • 18 years, Public Health Nurse, State of Alaska-Valdez, Tatitlek, Cordova, Chenega Bay • 12 years, Providence Valdez Health Advisory Council (multiple offices-currently Vice Chair) • 13 years, Providence Alaska Regional Board (multiple offices-currently Chair) • 22 years, Prince William Traveling Health and Safety Fair, currently Co-Chair

Upload a Resume or Letter of Interest

Application Form

Profile

Ruthie

First Name

Knight

Last Name

Email Address

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

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Valdez City Schools

Employer

Teacher

Occupation

Which Boards would you like to apply for?

Providence Valdez Medical Center Health Advisory Council: On Agenda

How did you learn about this vacancy? *☒ Word of Mouth

I am currently seated on the Heath Advisory Council and was informed my term was up and I should reapply.

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

It is very important to stay involved and help bring diverse opinions and ideas to the Council through advisory boards and commissions. The City Council will always make better, informed decisions when they are given a wide range of information from a variety of citizens.

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

I have been a teacher for 36 years and have worked with all ages from five to adult, Kindergarten to college. I hold a BS in Cellular and Developmental Biology (minors in Mathematics and Chemistry), a MA in Education Administration, certification in the past as a CNA and an EMT. I have worked in a medical lab, as a doctor's assistant, with a chiropractor, as an EMT and Hot Shot Firefighter for the USFS. I have been on the HAC for several terms and feel that health and education are the most essential services needed to make any community thrive.

Upload a Resume or Letter of Interest

Application Form

Profile

First Name Ray Last Name Tapp

Email Address [REDACTED]

Valdez Mailing Address (PO BOX # or HCI BOX #) [REDACTED]

Home Address [REDACTED]

City Valdez

Suite or Apt

State AK

Received

OCT 08 2019

City of Valdez

Postal Code 99686

Primary Phone [REDACTED] Alternate Phone [REDACTED]

Employer Faith Harbor Fellowship Occupation Pastor

Which Boards would you like to apply for?

Providence Valdez Medical Center Health Advisory Council: [REDACTED]

How did you learn about this vacancy? *

None Selected

Interests & Experience

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

To serve our community in the areas of medical health

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

High school, 28 yrs serving pastor for Faith Harbor Fellowship
1 year on the providence valdez medical health advisory council

Upload a Resume or Letter of Interest



Legislation Text

File #: 19-0426, **Version:** 1

ITEM TITLE:

Approval of an Amendment to the Purchase and Sale Agreement between City of Valdez and Rydor Enterprises.

SUBMITTED BY: Paul Nylund - Senior Planner/GIS Technician

FISCAL NOTES:

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

RECOMMENDATION:

Approve amendment to the Purchase and Sale Agreement between City of Valdez and Rydor Enterprises.

SUMMARY STATEMENT:

The City of Valdez entered into a Purchase and Sale Agreement (PSA) on July 15th, 2019, which set forth the terms for the sale of 100 acres of city-owned property as authorized by Resolution #19-19. The PSA states that closing for the sale of the property must occur within 90 days from the date of the signing of the agreement.

Due to contractor delays in obtaining the preliminary plat, this deadline is not able to be met. The purchaser has requested an extension to this timeline, and the extension is reflected in the Amendment to Purchase and Sale Agreement that is the topic of this agenda item. The Amendment will set the time period for closing as sixty (60) days after the approved final plat for the subdivision of the property is recorded, or the 31st day of January, 2020, whichever is earlier.

Valdez Municipal Code 4.04.070 states that the balance shall be due to the City of Valdez within ninety days of notification of completion of the appraisal establishing the fair market value of the property. This is interpreted to be 90 business days from June 28th, 2019, which will be November 6th, 2019. This amendment incorporates this deadline into the Purchase and Sale agreement, and asserts compliance with the code.

Staff has no objection to this amendment, as the purchasers have been in frequent contact with us

throughout the time since the PSA was signed. It appears that the circumstances causing the delay were beyond their control, and they are moving the subdivision process forward in good faith.

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT is entered into this ____ day of _____, 2019, by RYDOR ENTERPRISES, LLC (“Purchaser” or “Buyer”) and the CITY OF VALDEZ (“Seller” or “City”), a home rule municipality organized under the laws of the State of Alaska (each entity listed above is individually referred to as a “Party,” and together as the “Parties”). The Parties hereby agree to amend the Purchase and Sale Agreement for the real property described below, as set forth herein.

RECITALS

- A. WHEREAS, the sale of real property owned by the City and described as 100 acres of land within Tracts A & B of ASLS 79-116, of the Valdez Recording District, Third Judicial District, State of Alaska (“Property”) was authorized through Resolution #19-19, passed and approved by the City Council on April 2, 2019.
- B. WHEREAS, Resolution #19-19 provides the City Manager the authority to negotiate the sale of the Property.
- C. WHEREAS, the Parties entered into a Purchase and Sale Agreement (“Agreement”) on July 15, 2019, setting forth the terms for the sale of the Property from Seller to Buyer.
- D. WHEREAS, paragraphs 7 and 11 of the Agreement provide that closing for the sale of the Property must occur within ninety (90) days from the date of the signing of the Agreement.
- E. WHEREAS, paragraph 10 of the Agreement states “the time periods herein provided may be extended only upon the express approval of all Parties.”
- F. WHEREAS, the Parties desire to extend the time period for closing to facilitate the process of subdividing the Property.

TERMS OF AMENDMENT

- 1. The Parties agree that Rydor shall either make full payment of the purchase price to the City or place the funds in the amount of the full purchase price in escrow pending closing by November 6, 2019.
- 2. The Parties agree to extend the time period for closing the sale of the Property set forth in the Agreement until sixty (60) days after the approved final plat for the subdivision of the Property is recorded or the 31st day of January, 2020, whichever is earlier.
- 3. Paragraph 7 of the Agreement is hereby amended to read:

7. Expiration. Purchaser has sixty (60) days from the date the approved final plat for the subdivision of the Property is recorded or until the 31st day of January, 2020, whichever is earlier, to close on the purchase of the Property described in this Agreement. If the Purchaser fails to close within the sixty (60)-day period, the Purchaser shall forfeit the earnest money deposit. If Seller wrongfully fails to close in accordance with this Agreement, the earnest money deposit shall be refunded to Purchaser in full.

4. Paragraph 11 of the Agreement is hereby Amended to read:

11. Closing. Closing shall take place within sixty (60) days from the date the approved final plat for the subdivision of the Property is recorded, but in no event later than the 31st day of January, 2020, whichever is earlier. The 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.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year herein below written.

PURCHASER:

RYDOR ENTERPRISES, LLC

By: _____

Ryan McCune

Dated: _____

By: _____

Nate Smith

Dated: _____

SELLER:

CITY OF VALDEZ

By: _____

Jeremy O'Neil, Mayor

Dated: _____

ATTEST:

By: _____

Sheri L. Pierce, City Clerk

APPROVED AS TO FORM:

BRENA, BELL, & WALKER, P.C.

Attorneys for City of Valdez

By: _____

Jake W. Staser

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is entered into this 15th day of July, 2019, by RYDOR ENTERPRISES, LLC ("Purchaser") who agrees to purchase from the CITY OF VALDEZ ("Seller"), a home rule municipality organized under the laws of the State of Alaska (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:

100 acres of land within Tracts A & B of ASLS 79-116, of the Valdez Recording District, Third Judicial District, State of Alaska. Exact legal description will be established with the completion of the subdivision process which will be required before the closing of this sale. This purchase was authorized through City of Valdez Resolution #19-19, passed and approved by the City Council of Valdez, Alaska, April 2nd 2019.

The subject property consists of unimproved land (the "Property"), No personal property is included as part of this property.

1. Purchase Price. The total purchase price for the Property is ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000).

2. Earnest Money Payment. The Purchaser shall pay an earnest money deposit equal to ten percent (10%) of the purchase price in the amount of THIRTEEN THOUSAND, FIVE HUNDRED DOLLARS (\$13,500) contemporaneous with the execution of this Agreement. The balance of the purchase price due at closing is ONE HUNDRED AND TWENTY ONE THOUSAND, FIVE HUNDRED DOLLARS (\$121,500). The earnest money payment shall be nonrefundable except where allowed in this Agreement.

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. Survey & Appraisal Costs. The appraisal cost of \$3,000 will be paid by the Purchaser at or before the time of closing. The Purchaser has placed a money deposit in the amount of \$1,500 toward said costs. The balance due for said costs to be paid at closing is \$1,500. The cost for surveying, platting, and recording the Property are the purchaser's responsibility.

6. 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 a soils report, if any, 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, conveying title on the Property from Seller to Purchaser, and other customary closing documents.

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.

7. 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 the earnest money deposit. If Seller wrongfully fails to close in accordance with this Agreement, the earnest money deposit shall be refunded to Purchaser in full.

8. 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.

9. 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.

10. 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.

11. Closing. Closing shall take place within 90 days of the signing of this Agreement. The 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.

12. Broker. Purchaser represents that Purchaser is not represented by any Broker or Agents and that Purchaser will be solely responsible for payment of any commission.

13. 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.

14. 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.

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

16. 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 Purchaser: Rydor Enterprises, LLC
P.O. Box 3633
Valdez, AK 99686

To Seller: City of Valdez
Attn: Paul Nylund
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.

PURCHASER:

RYDOR ENTERPRISES, LLC

Dated: 7-15-19

By: [Signature]
Ryan McCune

Dated: 7/15/2019

By: [Signature]
Nate Smith

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of July, 2019, personally appeared before me, Ryan McCune, Partner of Rydor Enterprises, LLC, 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 Rydor Enterprises, LLC, 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 Rydor Enterprises, LLC.

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



[Signature]
Notary Public in and for Alaska
My Commission Expires: 4/14/2023

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of July, 2019, personally appeared before me, Nate Smith, Partner of Rydor Enterprises, LLC, 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 Rydor Enterprises, LLC, freely and voluntarily, for the uses and purposes therein described, and under delegated legal authority

RYDOR ENTERPRISES PURCHASE AND SALE AGREEMENT 2019 PAGE 5 of 7

and with knowledge of its contents, and who acknowledged said document before me on behalf of Rydor Enterprises, LLC.

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



Danae Gilfillan
Notary Public in and for Alaska
My Commission Expires: 4/14/2023

SELLER:

CITY OF VALDEZ

Dated: 7/15/19

By: Jeremy O'Neil
Jeremy O'Neil, Mayor

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of July, 2019, personally appeared before me, Jeremy O'Neil, the Mayor 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 AGREEMENT TO PURCHASE 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.

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



S. McMillen
Notary Public in and for Alaska
My Commission Expires: 04/29/2023

ATTEST:

By: 
Sheri L. Pierce, City Clerk



APPROVED AS TO FORM:

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

By: 
Jon S. Wakeland

CITY OF VALDEZ, ALASKA

RESOLUTION #19-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AUTHORIZING THE NEGOTIATED SALE OF 100 ACRES WITHIN TRACTS A & B, ASLS 79-116 TO RYDOR ENTERPRISES, LLC.

WHEREAS, the City of Valdez is the Owner of the following real property described as Tracts A & B, ASLS 79-116; and

WHEREAS, Rydor Enterprises wishes to purchase 100 acres of land within Tracts A & B of ASLS 79-116 for the purposes of development of a year-round mountain recreation facility; and

WHEREAS, Rydor Enterprises is willing to pay the fair market value of the property; and

WHEREAS, Chapter 4.04.070 of the Valdez Municipal Code provides for the City Council to negotiate the sale of City owned real property; and

WHEREAS, at their public meeting on February 13th, 2019, the Planning and Zoning Commission approved a recommendation to City Council to sell this 100 acre parcel to Rydor Enterprises via negotiated sale.

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

Section 1: The City Manager of the City of Valdez, Alaska is authorized to negotiate the sale of 100 acres within Tracts A and B, ASLS 79-116 at the fair market value which will be determined by an independent appraisal. Purchaser may arrange a secondary independent appraisal at their own expense. The results of the secondary appraisal may be submitted to the City for consideration in determination of fair market value of the property. If the secondary appraisal returns a value less than the original appraisal, the average of the two appraisals may be used to determine the fair market value and sale price of the land.

Section 2: In conformance with the Property Management and Procedures, upon approval of the land sale by City Council, purchaser is required to submit a prorated deposit in the amount of \$1,500 as down payment for the cost of the appraisal. Any unused funds remaining may be applied to the purchase price. Payments of the deposit must be made within 15 business days of the approval of the land sale by City Council. No deposit is required for the cost of the survey, as it has already been conducted, provided to the City, and paid for at the purchaser's expense. No deposit is required for the cost of the Phase 1 environmental assessment as it is currently in progress at the purchaser's expense.

Section 3: Purchaser will sign a purchase agreement with the City of Valdez within 15 business days of receipt of the appraisal of the subject property.

Section 4: In conformance with the Property Management Policies & Procedures, upon signing the purchase agreement, purchaser is required to submit a deposit toward the purchase price in an amount equal to ten percent (10%) of the fair market value as determined by the City.

Section 5: Upon receipt of the 10% deposit, the balance due on the transaction, plus any additional costs associated with the appraisal must be paid in full within 120 calendar days of the date the deposit is received.

Section 6: Failure of purchaser to comply with (2) through (5) above will constitute the purchaser exercising his option to terminate this agreement. Should purchaser terminate this agreement, purchaser will remain responsible for all costs incurred pursuant to this agreement.

Section 7: It is the intention of Rydor Enterprises to use this land for acquiring a lease of adjacent DNR land to develop a year-round mountain recreation facility. If the intended use of the land is shown not to be viable, purchaser may develop the land for use in conformance with existing zoning requirements in place at the time. The land may also be subdivided in conformance with the processes outlined in Valdez Municipal Code.

Section 8: Upon approval, this resolution must be posted in the office of the City Clerk for 30 days prior to finalization of the sale.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 2nd day of April, 2019.

CITY OF VALDEZ, ALASKA



Jeremy O'Neil, Mayor

ATTEST:



Sheri L. Pierce, MMC, City Clerk





LEGEND

- ✱ INDICATES GLO/BLM PRIMARY MONUMENT RECOVERED THIS SURVEY
- ⊙ INDICATES ALUM. POST MONUMENT RECOVERED THIS SURVEY (613-S 1979)
- INDICATES 2" ALCAP ON 5/8" REBAR (9461-S, 2007) RECOVERED THIS SURVEY
- INDICATES 2" ALCAP ON 5/8" REBAR (7538-S, 2018) SET THIS SURVEY

NOTES

THIS SURVEY DIAGRAM DEPICTS THE RECOVERED MONUMENTS, PROPOSED PARCEL CORNERS AND PROPOSED ACCESS TO LANDS CONVEYED AND PROPOSED TO BE CONVEYED FROM THE CITY OF VALDEZ TO RYDOR ENTERPRISES, INC. EXISTING MONUMENTS AS SHOWN ON PLAT NO. 2007-20 (VRD) WERE TIED ON OCTOBER 8th AND 9th, 2018 AND PROPOSED CORNER LOCATIONS FOR THE RECONFIGURATION OF PARCEL A-1 AND THE ADDITION OF PARCEL C WERE SET.



GRAPHIC SCALE

SURVEY DIAGRAM **RYDOR ENTERPRISES, INC. PROPERTIES**

LOCATED WITHIN
TRACTS A AND B, ASLS 79-116
SECS. 29 & 32, T. 8 S., R. 5 W., SEWARD MERIDIAN, AK.

GEOVERA, LLC
PO BOX 3235
HOMER ALASKA 99603
(907) 399-4345
EMAIL: scsmith@gci.net

DRAWN BY: SCS	DATE: OCTOBER 2018	SCALE: 1" = 1000'
CHK BY: SCS	JOB #18-79	SHEET 1 OF 1

4.04.070 Sale by negotiation.

A. Should the city council decide that the disposal of real property or any interest therein at public sale is not in the public interest, the city council may authorize the city manager to negotiate a sale of such real property or interest therein and shall prescribe the terms therefor. Such authority shall be provided by resolution, passed by not less than six affirmative votes of the city council. The resolution shall be filed and published in the same manner as a resolution providing for public sale and no such negotiated sale shall be final until such resolution has been on file in the office of the city clerk for thirty days.

B. When deemed prudent and necessary, the city council may establish development requirements for real property disposed of through negotiated sale.

C. When land is sold by negotiation, the purchaser shall be responsible for all costs associated with making the land ready for sale. This includes, but is not limited to, a survey, appraisal and Phase 1 environmental survey. A survey is required if the sale is for a portion of an entire parcel. An appraisal is required if the sale is for a portion of an entire parcel, or if an existing appraisal is not valid in accordance with Section 4.04.030(B). A Phase 1 environmental survey is required if the sale is for property located within any industrial zoning district. If one or more of the above is required, the purchaser must submit a deposit to the city in the amount established by resolution. Said deposits are due within fifteen business days of the date the resolution approving the sale is passed.

D. Earnest money equal to twenty percent for residentially zoned lots, and ten percent for all other zoned lots, shall be submitted to the city of Valdez within fifteen business days of written notification of completion of the appraisal establishing the fair market value of the property. The remaining balance shall be due to the city of Valdez within one hundred twenty days for residentially zoned lots and ninety days for all other zoned lots.

E. The city council retains the discretion to authorize the sale of land by negotiation at less than fair market value. Such authorization shall be given by the council through resolution authorizing the negotiated sale as provided for in subsection A of this section.

F. When in conformance with the comprehensive plan, an area master plan, or a decision by the city council, it is determined to be in the public interest for city-owned land to be developed for a specific use, the city council may, by resolution passed by not less than six affirmative votes, direct the city manager or his designee to prepare a request for proposals for said specific development of city-owned land. Details of the request for proposals shall be outlined in the resolution which shall be posted for not less than thirty days prior to the date of submitting the requests for proposals. Upon acceptance of a proposal the city council may direct the city manager or his designee to negotiate a sale price for the land. Such terms and agreement shall require subsequent approval by the city council by resolution passed by not less than six affirmative votes. (Ord. 06-02 § 1 (part))

CITY OF VALDEZ, ALASKA

RESOLUTION 07-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA
AUTHORIZING THE NEGOTIATED SALE OF 100 ACRES WITHIN TRACTS A
& B, ASLS 79-116 TO RYDOR ENTERPRISES AND REPEAL OF
RESOLUTION 06-72

WHEREAS, Resolution No. 06-72 authorizing the negotiated sale of 27 acres within Tracts A and B, ASLS 79-116 to Rydor Enterprises was approved by the City Council on August 21, 2006; and

WHEREAS, Rydor Enterprises allowed the authorization terms of Resolution No. 06-72 to expire and is now requesting new terms and conditions of the sale; and

WHEREAS, the revision of text amending the terms and conditions of the negotiated sale requires repeal of Resolution No. 06-72 and re-enactment of a new resolution establishing new terms and conditions; and

WHEREAS, the City of Valdez is the owner of the following real property described as Tracts A & B, ASLS 79-116; and

WHEREAS, RYDOR Enterprises wishes to purchase 100 acres of land within this parcel for the purposes of obtaining a lease or land purchase of adjacent land from the State of Alaska Department of Natural Resources for future development of a year-round mountain recreation facility; and

WHEREAS, RYDOR Enterprises is willing to pay the fair market value of the property; and

WHEREAS, the Planning and Zoning Commission has determined that it is a good and proper use of this land to allow Rydor Enterprises to use the property to obtain a land lease or purchase of adjacent land from DNR to develop a year-round mountain recreation facility; or if a year-round mountain recreation facility is not feasible then whatever use the private sector deems most prudent based on the zoning of the area; and

WHEREAS, Chapter 4.04.050 of the Valdez Municipal Code provides for the City Council to negotiate the sale of City owned real property.

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

Section 1: The City Manager of the City of Valdez, Alaska is authorized to negotiate the sale of 100 acres within Tracts A and B, ASLS 79-116 at the fair market appraised value which is determined to be \$150,000 based on the August 14, 2006 appraisal by *Appraisal Company of Alaska*.

Section 2: In conformance with the Property Management Policies & Procedures, upon approval of the land sale by City Council, purchaser is required to submit a deposit in the amount of \$5,000 as down payment for the cost of the survey, appraisal, and Phase I environmental assessment (any unused funds remaining may be applied toward the purchase price). Payment must be made within 15 business days of approval by the City Council. Note: Purchaser has already submitted the down payment in the amount of \$5,000 for the previous land sale authorization, which is held by the City of Valdez.

Section 3: Purchaser will sign a purchase agreement with the City of Valdez within 15 business days of approval by the City Council.

Section 4: In conformance with the Property Management Policies & Procedures, upon signing the purchase agreement, purchaser is required to submit a deposit toward the purchase price in an amount equal to ten percent (10%) of the fair market value as determined by the City. Rydor Enterprises reserves the right to have a secondary appraisal completed. The results of the secondary appraisal may be submitted to the City for consideration in determining the fair market value of the property. If the secondary appraisal returns a value that is less than the original City appraisal, upon City Council approval, the average of the two appraisals may be used to determine the fair market sales price of the land.

Section 5: Upon receipt of the 10% deposit, the balance due on the transaction, plus any additional costs associated with the survey, appraisal, or Phase I environmental assessment, must be paid in full within 120 calendar days of the date the deposit is received; or within 30 calendar days following City Council approval of a new sales price; which ever is later.

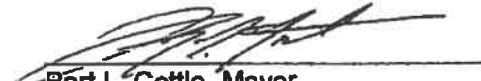
Section 6: Failure of purchaser to comply with (2) through (5) above will constitute the purchaser exercising his option to terminate this agreement. Should purchaser terminate this agreement, purchaser will remain responsible for all costs incurred pursuant to this agreement.

Section 7: It is the intention of Rydor Enterprises to use this land for acquiring a lease or purchase of adjacent DNR land to develop a year-round mountain recreation facility. If the project is shown not to be viable, Rydor Enterprises may develop the land for use in conformance with any existing zoning requirements in place at the time. The land may be subdivided in conformance with the Valdez Municipal Code Subdivision regulations. However, that portion of land directly adjacent to the boundary of the DNR land at base of East Peak may never be further re-subdivided. The width of this portion of land will take into account topography and other factors, but will be sufficient in size to permit future acquisition of the DNR land for the purpose of a ski lift. A plat restriction will be placed on the survey of said property when it is approved by the Valdez Planning & Zoning Commission. Under this scenario, and with this permanent plat restriction, the City of Valdez will grant clear title to the land.

Section 8: Upon approval this resolution must be posted in the office of the City Clerk for 30 days prior to finalization of the sale.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, this 5th day of March, 2007.

CITY OF VALDEZ, ALASKA


Bert L. Cottle, Mayor

ATTEST:


Sheri L. Pierce, CMC/AAE, City Clerk





Legislation Text

File #: 19-0427, **Version:** 1

ITEM TITLE:

Discussion Item: Real Property Tax Assessment; Treatment of Shipping Containers aka “Conex” Boxes

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Discussion Item

SUMMARY STATEMENT:

- Staff is seeking Council direction for treatment of Conexes for tax assessment purposes
- Mike Renfro, contracted property tax assessor, will be present for the conversation.
 - Finance Director will be absent. Staff accountant responsible for tax billing will be present.
- Mr. Renfro’s scope of work for 2020 entails a complete review of all parcels, therefore this is an opportune time to clarify Council’s desired treatment of these properties.



Legislation Text

File #: RES 19-0050, **Version:** 1

ITEM TITLE:

#19-50 - Terminating Lease Agreement with UAA for Tract E, Port Valdez Subdivision, Filed Under Plat #77-1.

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

FISCAL NOTES:

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

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

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

A lease agreement between the City of Valdez and the University of Alaska Anchorage for a warehouse was entered into in 1984. UAA has not occupied the premises since at least 1996 and the premises is now leased to the Valdez Museum and Historical Archive. Because the lease was entered into for an indefinite term until one of the parties gives notice of termination, termination of the lease is required to remove any encumbrance on the parcel associated with the lease. Moreover, the lease was recorded with an erroneous description and, as a result, it has been identified as an exception in the title report for the Meals Hill property transaction. Accordingly, terminating the lease is required to facilitate the Meals Hill property transaction.

CITY OF VALDEZ, ALASKA

RESOLUTION #19-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, TERMINATING LEASE AGREEMENT WITH UAA FOR TRACT E, PORT VALDEZ SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NUMBER 77-1, RECORDS OF THE VALDEZ RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

WHEREAS, the City of Valdez, Alaska ("City"), a municipal corporation organized under the laws of the state of Alaska, leased certain improved real property identified as Warehouse No. 1, Tract E, Plat No. 77-1, U.S.S. 643 ("Warehouse") to the University of Alaska ("UAA"), a constitutional corporation, organized and existing under laws of the State of Alaska, on January 5, 1984 and recorded the lease in Book 99, Page 963 Valdez Recording District ("Lease"); and

WHEREAS, the City is the owner of the Warehouse; and

WHEREAS, the Lease erroneously identifies the Warehouse as being located on Tract E but the Warehouse actually exists on tract F, Plat. No. 77-1; and

WHEREAS, UAA has not occupied or otherwise used the Warehouse since at least 1996, when the Warehouse was leased to the Valdez Museum and Historical Archive; and

WHEREAS, the Lease has an indefinite term but may be terminated by either party in writing; and

WHEREAS, the City desires to exercise its right to terminate the Lease and remove any encumbrance associated therewith.

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

Section 1. The City hereby terminates and forever discharges the lease for certain improved real property including a warehouse identified as Warehouse No. 1, Tract E, Plat No. 77-1, U.S.S. 643 to UAA executed on January 5, 1984 and recorded in Book 99, Page 963 Valdez Recording District.

Section 2. The City Council authorizes the City Manager or his designee to issue and record a Notice of Lease termination for the Lease and any other instrument required to effectively terminate the Lease.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, this 15th day of October, 2019.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is made in duplicate this 5th day of January 1981 by and between the CITY OF VALDEZ, a municipal corporation organized under the laws of the State of Alaska, hereinafter referred to as "LESSOR", and the UNIVERSITY OF ALASKA, a constitutional corporation, organized and existing under the laws of the State of Alaska, on behalf of Prince William Sound Community College, hereinafter referred to as "LESSEE".

LESSOR and LESSEE agree as follows:

I - PROPERTY

1.01. Property. LESSOR leases to LESSEE and LESSEE leases from LESSOR the premises outlined in red in Exhibit "A", attached hereto (hereinafter referred to as the "Property"), located in the building known as the City of Valdez Warehouse No. 1 (hereinafter referred to as the "Building"), situated on Tract E, according to the Plat of Port Valdez Subdivision, Plat 77-1, on file at the Valdez Recording District, Third Judicial District, State of Alaska, for the term, the rent, and subject to the covenants and conditions hereinafter provided.

1.02. Quiet Enjoyment. So long as LESSEE shall observe and perform the covenants and conditions contained in this lease, LESSEE shall, at all times during the term of this lease, peacefully and quietly have and enjoy possession of the Property without any disturbance by, from or through LESSOR.

1.03. Property Accepted "As Is". LESSEE acknowledges that it has inspected the Property and the Building and accepts the same "as is" and without reliance on any representations or warranties of LESSOR, its agents, servants, or employees, as to the physical condition of the property or the Building.

II - TERM

2.01. Lease Term. The term of this lease shall commence on the 18th day of December 1981 and shall continue until terminated by either party by giving no less than 5 months written notice to the other party. Provided however, if the Legislature of the State of Alaska fails to appropriate sufficient funding, LESSEE may terminate this Agreement upon thirty (30) days written notice to LESSOR.

2.02. Hold-Over. If LESSEE shall hold-over after the expiration of the term of this lease such tenancy shall be from month to month, subject to all the terms, covenants and conditions of this lease.

III - RENT, TAXES AND ASSESSMENTS

3.01. Rent. LESSEE agrees to pay the LESSOR an annual rent of One Dollar (\$1.00) due without demand on the second day of January of each year.

3.02. Assessments. LESSOR will pay all assessments attributable to the Property or the Building.

3.03. Lessee to Pay Utility and Other Charges. LESSEE shall pay all charges for gas, electricity, heat, water, sewer and any and all other utility services used upon the

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Lease Agreement
Page 2

Property throughout the term of this lease, including any connection fees. LESSEE shall pay and be responsible for all snow removal needed for safety and for access to the Property, including all entryways, roofs, walks, ramps, driveways, parking areas, etc.

IV - USE

4.01. Use. LESSEE shall use the Property for educational and community service purposes. LESSEE shall not conduct any illegal activities on the Property.

V - IMPROVEMENTS

5.01. IMPROVEMENTS. LESSEE may not make any improvements or alterations to the Property without first obtaining LESSOR's permission, which may be withheld for any reason.

VI - TRADE FIXTURES

6.01. Trade Fixtures, Machinery and Equipment. It is expressly understood and agreed that any and all trade fixtures (including electrical fixtures), machinery, equipment of any nature whatsoever, and other personal property of LESSEE at any time placed or maintained upon the Property by LESSEE shall be and remain property of the LESSEE and may be removed or replaced at any time during the term of this lease provided that such removal will not cause any damage to the Property or the Building. LESSOR acknowledges that the smoke-eater equipment on the Property at the time of execution of this lease is the property of LESSEE.

VII - ASSIGNMENT AND SUBLETTING

7.01. ASSIGNMENT AND SUBLETTING. LESSEE shall not assign or sublet all or any portion of the Property.

VIII - LIENS

8.01. Prohibition of Liens. LESSEE shall not suffer or permit any liens to be recorded against the Property. If any such lien shall be recorded against the Property, LESSEE shall cause the same to be removed, and shall indemnify and save LESSOR harmless from any and all liability for damages or loss occasioned thereby.

IX - INDEMNITY

9.01. The LESSOR and LESSEE each shall be responsible for its own acts or omissions (and those of its officers, agents, employees, contractors and servants); and each party to this lease agrees to indemnify, defend and save harmless the other, to the maximum allowable under Alaska law, from any claim or liability (of whatever kind, including attorney fees) for damages to property or injury to persons occasioned by each party's own negligent acts or omissions in connection with the use and occupancy of the Property.

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Page 3

X - INSURANCE

10.01. Liability Insurance. LESSEE, during the term of this lease, shall carry at its expense general public liability insurance covering the Property to protect against liability for personal injury, death or property damage which might arise from the occupancy or use of the Property or the operations conducted on or about it.

10.02. deleted

XI - CARE OF THE PROPERTY

11.01. Care of the Property. LESSEE at its own cost and expense shall keep the Property, including all doors and entryways, in good condition and repair during the term of this lease, ordinary wear and tear excepted.

11.02. Maintenance. LESSOR shall, at LESSOR's sole cost and expense, keep and maintain the exterior of the Property and all common areas in safe and tenantable condition. Any hazardous conditions discovered in the structure, common areas, mechanical systems or operating equipment of the Property shall be promptly corrected by LESSOR at no cost to LESSEE.

11.03. Access Rights of LESSOR. LESSOR, its agents, servants or employees, shall have the right to enter into and upon the Property upon reasonable notice to LESSEE and during normal business hours (defined as 9:00 A.M. to 5:00 P.M. Monday through Friday except for holidays) for the purpose of inspecting the Property.

XII - LAWS

12.01. Compliance with Laws. LESSEE shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now or hereafter enacted in any manner affecting LESSEE's activities on the Property, whether or not any such laws, ordinances or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same.

XIII - CONDEMNATION

13.01. Condemnation. If the Property or any part thereof is condemned for public use and such taking substantially hinders the use of the Property for the purposes of LESSEE, as may be reasonable determined by LESSEE, this lease shall immediately terminate.

XIV - DEFAULT

14.01. Default. Each of the following events shall be deemed an event of default by the LESSEE under this lease and a breach of the terms, covenants and conditions of this lease:

(a) Default in the payment of rent and any additional sums which might become due under this lease for a period of fifteen (15) days from the due date for the payment of such rent or such additional sums.

(b) A default in the performance of any other term, covenant or condition on the part of the LESSEE to be kept, performed or observed for a period of thirty (30) days after LESSOR gives to LESSEE a written notice specifying the

Lease Agreement
Page 4

particular default or defaults; provided, however, that any default on the part of LESSEE in the performance of work or acts required by him to be done, or conditions to be modified, shall be deemed to be cured if steps shall have been taken promptly by LESSEE to rectify the same and shall be prosecuted to completion with diligence and continuity.

(c) The filing of a petition by or against LESSEE for adjudication as a bankrupt under the Federal Bankruptcy Code, or for an arrangement pursuant to Chapter XI of the Federal Bankruptcy Code.

(d) The making by LESSEE of an assignment for the benefit of creditors.

(e) The appointment of a receiver by a court of competent jurisdiction for LESSEE's business.

(f) The levy upon under execution or attachment by process of law of the leasehold interest of LESSEE in the Property.

(g) The use of the Property for purposes other than those enumerated herein, to which LESSOR has not given its written consent.

(h) The abandonment of the Property by LESSEE for a period of thirty (30) days or more.

14.02. LESSOR's Remedies. In the event of any default by LESSEE as recited in Paragraph 14.01 of this lease, LESSOR shall have all of the below enumerated rights and remedies, all in addition to any rights and remedies that LESSOR may be given by statute, common law or otherwise. All rights of LESSOR shall be cumulative, and none shall exclude any other right or remedy. LESSOR's rights and remedies include the following:

(a) LESSOR may immediately declare the term of this lease ended by written notice to LESSEE. Upon such termination of this lease, LESSEE shall surrender possession and vacate the Property immediately, and deliver possession thereof to LESSOR, and LESSEE hereby grants to LESSOR full and free license to enter into and upon the Property in such event with or without process of law and to repossess LESSOR of the Property and to expel or remove LESSEE and any others who may be occupying or within the Property and to remove any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing LESSOR's right to rent or any other right given to LESSOR hereunder or by operation of law.

(b) LESSOR may by written notice declare LESSEE's right to possession of the Property terminated without terminating this lease. Upon such termination of LESSEE's right to possession, LESSOR shall have all the rights to repossess the Property and remove LESSEE and LESSEE's property that are enumerated in Paragraph 14.02 (a).

(c) LESSOR may relet the Property in whole or in part for any period equal to or greater or less than the remainder of the term of this lease for any sum which LESSOR in its sole discretion may deem reasonable.

(d) LESSOR may recover, whether this lease be terminated or not, from LESSEE, damages provided for below consisting of items (i) and (ii):

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Page 5

(i) reasonable attorney's fees and other expenses incurred by LESSOR by reason of the breach or default by LESSEE, and

(ii) an amount equal to the amount of all rent and any additional sums reserved under this lease, less the net rent, if any, collected by LESSOR, on reletting the Property. Such net rent collected on reletting by LESSOR shall be computed by deducting from the gross rent collected all expenses incurred by LESSOR in connection with the reletting of the Property, or any part thereof, including the cost of cleaning, the cost of removal of LESSEE and LESSEE's property by repossession, and the cost of any repairs or renovations necessary to restore the Property to its original condition, ordinary wear and tear excepted.

(e) Re-entry or reletting of the Property, or any part thereof, shall not be deemed a termination of this lease, unless expressly declared to be so by LESSOR. If this lease shall be deemed terminated, LESSEE's liabilities shall survive and LESSEE shall be liable for damages as provided in this Paragraph 14.02.

XV - GENERAL PROVISIONS

15.01. Conditions and Covenants. All the provisions of this lease shall be deemed as running with the land, and shall be construed to be "conditions" as well as "covenants", as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

15.02. No Waiver of Breach. No failure by either LESSOR or LESSEE to insist upon the strict performance by the other of any term, covenant or condition of this lease or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such terms, covenants or conditions. No waiver of any breach shall affect or alter this lease, but each and every term, covenant and condition of this lease shall continue in full force and effect with regard to any other then existing or subsequent breach.

15.03. Time of the Essence. Time is of the essence of this lease and of each provision.

15.04. Computation of Time. The time in which any act provided by this lease is to be done is computed by excluding the first day. The last day is to be included, unless it is a Saturday, Sunday, or holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or holiday. The term "holiday" shall mean all holidays as defined by the statutes of Alaska.

15.05. Successors in Interest. Each and all of the terms, covenants and conditions in this lease shall inure to the benefit of and shall be binding upon the successors in interest of LESSOR and LESSEE.

15.06. Entire Agreement. This lease contains the entire agreement of the parties with respect to the matters covered by this lease, and no other agreement, statement or promise made by any party which is not contained in this lease shall be binding or valid.

15.07. Governing Law. This lease shall be governed by, construed and enforced in accordance with the laws of the State of Alaska.

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Page 6

15.08. Relationship of Parties. Nothing contained in this lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between LESSOR and LESSEE other than the relationship of landlord and tenant.

15.09. Interpretation. The language in all parts of this lease shall in all cases be simply construed according to its fair meaning and not for or against LESSOR or LESSEE as both LESSOR and LESSEE have had the assistance of attorneys in drafting and reviewing this lease.

15.10. Number and Gender. In this lease, the neuter gender includes the masculine and the feminine, and the singular number includes the plural; the word "person" includes corporation, partnership, firm or association wherever the context so requires.

15.11. Mandatory and Permissive. "Shall", "will", and "agrees" are mandatory; "may" is permissive.

15.12. Amendment. This lease is not subject to amendment except in writing executed by all parties hereto.

15.13. Delivery of Notices--Method and Time. All notices, demands or requests from one party to another shall be delivered in person or sent by mail, certified or registered, postage prepaid, to the addresses stated in the next paragraph and shall be deemed to have been given at the time of delivery, or, if mailed, three days after the date of mailing.

15.14. Notices. All notices, demands and requests from LESSEE to LESSOR shall be given to LESSOR at the following address:

City Manager
City of Valdez
P.O. Box 307
Valdez, Alaska 99626

All notices, demands or requests from LESSOR to LESSEE shall be given to LESSEE at the following address:

University of Alaska
Community Colleges, Rural Education and Extension
3605 Arctic Blvd.
No. 420
Anchorage, Alaska 99503

15.15. Change of Address. Each party shall have the right, from time to time, to designate a different address by notice given in conformity with Paragraph 15.13.

XVI - ABANDONED PROPERTY

16.01. Abandoned Property on Termination of Lease. Upon termination of this lease, any personal property, fixtures, machinery or equipment not claimed and removed from the property by LESSEE within twenty (20) days after termination of this lease shall immediately become property of the LESSOR. LESSOR may dispose of any such property in any manner in which it sees fit and shall incur no liability to LESSEE thereby.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates hereintbelow set forth.

LESSOR:

CITY OF VALDEZ

DATE: 12/8/83

By: Susy Collins
Susy Collins, Mayor

DATE: 12/15/83

By: Jim Watson
Jim Watson, City Manager

LESSEE:

UNIVERSITY OF ALASKA

DATE: 1/5/84

By: George Melican
George Melican, Chancellor
CCREE

Leases under \$25,000 annual rent require review by the Director, Statewide Office of Land Management, 3354 College Road, Fairbanks, Alaska 99701.

Reviewed by: M. J. [Signature]

Date: 9/24/83

APPROVED AS TO FORM:

HUGHES, THORSNESS, GANTZ, POWELL & BRUNDIN
Attorneys for the City of Valdez

By: Gordon J. Tans
Gordon J. Tans

STATE OF ALASKA)
: ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 12 day of December, 1983, before me, the undersigned Notary Public in and for the State of Alaska, personally appeared SUSY COLLINS, known to me and to me known to be the Mayor of the City of Valdez, and known to be the individual named in and who executed the foregoing document and she acknowledged to me that she was authorized to execute the foregoing document by authority granted her by the City of Valdez for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

Lori M. Anderson
Notary Public in and for Alaska.
My Commission expires: _____



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Page 8

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 12 day of December, 1983, before me, the undersigned Notary Public in and for the State of Alaska, personally appeared JIM WATSON, known to me and to me known to be the City Clerk of the City of Valdez, and known to be the individual named in and who executed the foregoing document and he acknowledged to me that he was authorized to execute the foregoing document by authority granted him by the City of Valdez for the uses and purposes therein set forth.



WITNESS my hand and notarial seal the day and year first hereinabove written.

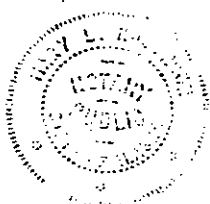
Lari M. Anderson
Notary Public in and for Alaska
My Commission expires: 5/23/86

STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 5th day of JANUARY, 1984, before me, the undersigned Notary Public in and for the State of Alaska, personally appeared George Melican, known to me and to me known to be the Chancellor, CCREE, University of Alaska, and known to be the individual named in and who executed the foregoing document and he acknowledged to me that he was authorized to execute the foregoing document by authority granted him by the Board of Regents for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

Mary L. Robinson
Notary Public in and for Alaska
My Commission expires: 5/23/86



CITY OF VALDEZ, ALASKA

BOOK 99 PAGE 971
Valdez Recording District

RESOLUTION NO. 8358

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
VALDEZ, ALASKA, FOR THE LEASE OF CERTAIN REAL
PROPERTY WITHOUT PRIOR APPRAISAL

WHEREAS, the City of Valdez has reviewed the proposal of the University of Alaska, on behalf of the Prince William Sound Community College, to use the property described herein for educational and community service purposes; and

WHEREAS, the proposed use of this warehouse will be specifically for a college-sponsored welding shop; and

WHEREAS, the training provided to interested students in the welding trade is in the best interest of the City of Valdez and its citizens; and

WHEREAS, to promote education, whether it be in the field of formal education, or training in trades and crafts, it is appropriate to lease certain real property to the University of Alaska on behalf of the Prince William Sound Community College.

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

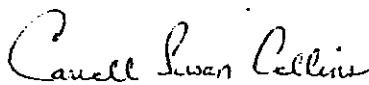
Section 1. The City Council of the City of Valdez determines that it is in the best interest of the City of Valdez and its citizens to lease certain real property to Prince William Sound Community College without first obtaining an appraisal; and it is further in the best interest of the City of Valdez and its citizens to authorize the city manager to negotiate the terms of the lease with the University of Alaska, on behalf of the Prince William Sound Community College.

Section 2. The property to be leased is located in the building known as the City of Valdez Warehouse No. 1, situated on Tract E, according to the Plat of Port Valdez Subdivision, Plat 77-1, on file at the Valdez Recording District, Third Judicial District, State of Alaska.

Section 3. The term of this lease shall commence on the 18th day of December 1981 and shall continue until terminated by either party and the University of Alaska, on behalf of the Prince William Sound Community College, agrees to pay the City of Valdez an annual rent of One Dollar (\$1.00) due without demand on the second day of January of each year.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA this 5th day of December, 1983.

CITY OF VALDEZ, ALASKA


Mayor Carol Susan Collins

ATTEST:


City Manager/City Clerk

Ayes:
Noes:
Abstaining:
Absent:

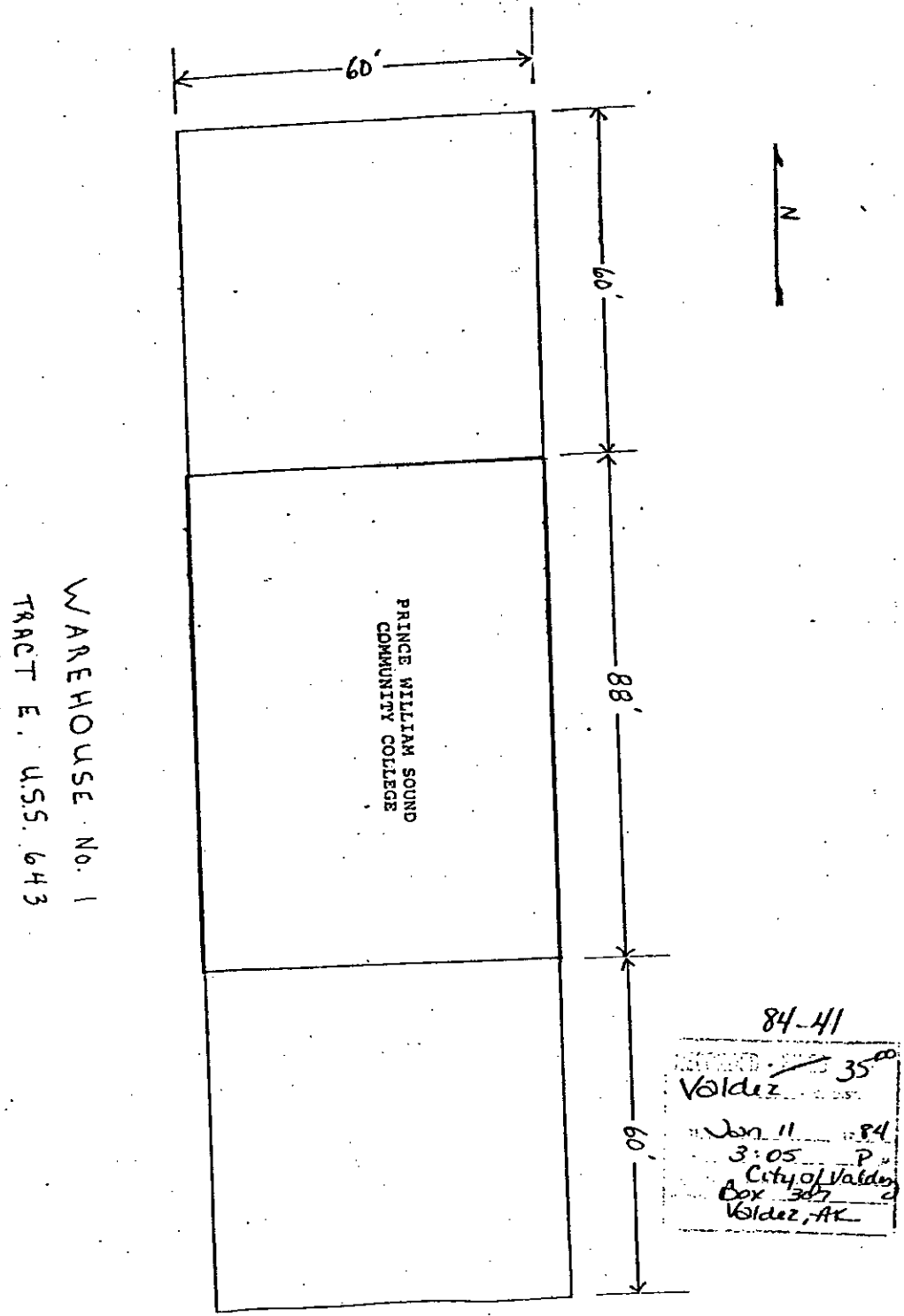
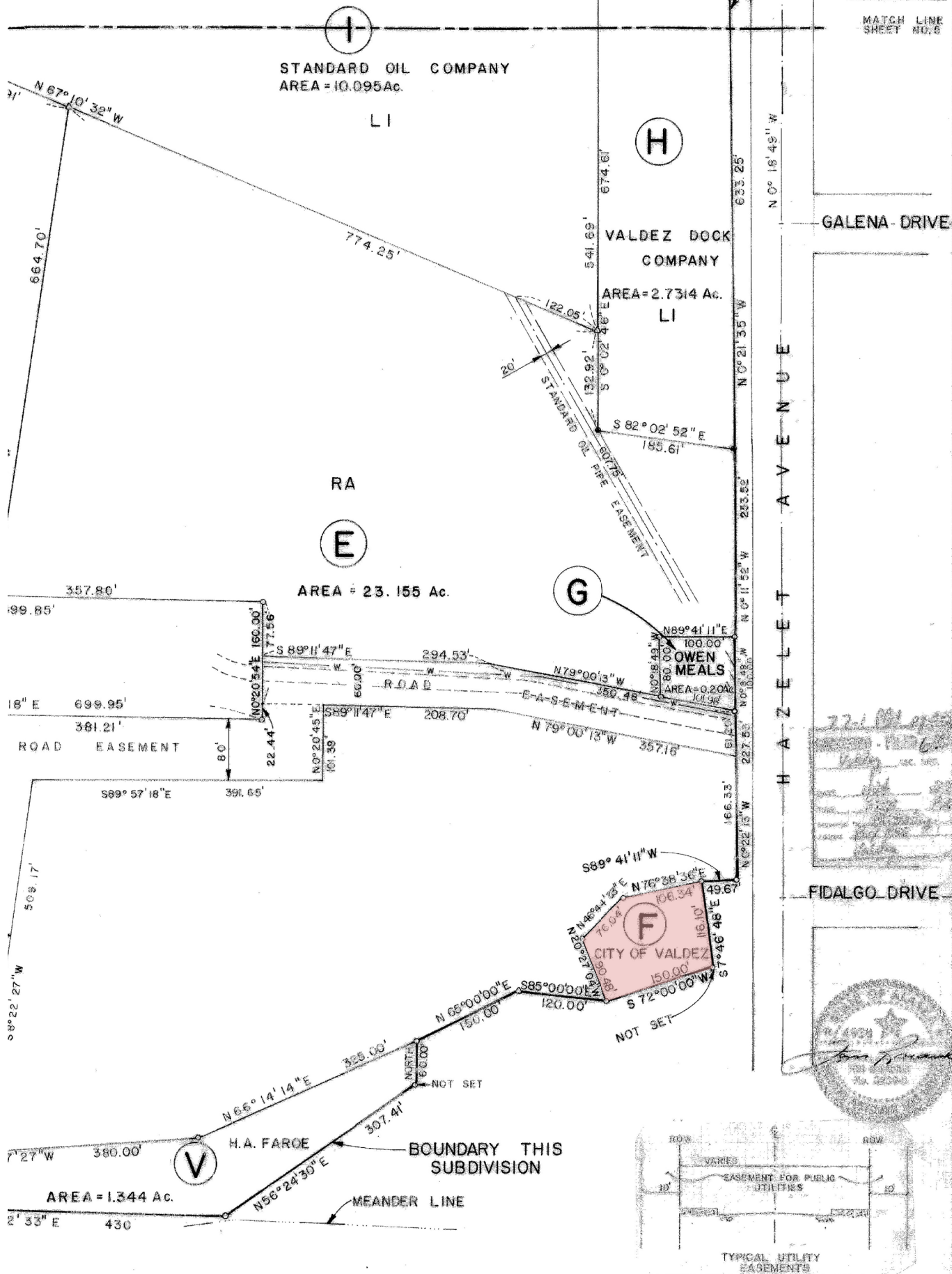


EXHIBIT A



PROJECT	PLAT OF PORT VALDEZ SUBDIVISION VALDEZ ALASKA		DWN. BY FWE CHECKED SCALE: 1" = 100' DATE: 7/18/76	SHT. NO. 3 OF 7 75 - 25
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Legislation Text

File #: 19-0429, **Version:** 1

ITEM TITLE:

Report: Comprehensive Plan Update RFP & Timeline

SUBMITTED BY: Kate Huber, Interim Planning Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Report only.

SUMMARY STATEMENT:

Staff is in the process of reviewing and finalizing the Request for Proposal for the Comprehensive Plan update.

Previously, the department that managed the Comprehensive Plan RFP and contract was Economic Development. Administration has determined that the RFP will now be managed by the Planning Department. The Economic Development Department will be involved when necessary.

Before bringing the RFP to Council for approval, staff will ask the Comprehensive Plan Advisory Committee (CPAC) for feedback. The CPAC is a dedicated group of community members with diverse business and community interests, appointed by Council, to provide input through the Comprehensive Plan update process. This group will continue to play a crucial role in the planning process and staff hopes that the same committee members will continue to serve.

Staff is working to schedule a CPAC meeting at the end of October or the beginning of November to gather feedback on the Comprehensive Plan Update RFP. The CPAC is a large group and we will work to find a date to suit all or as many committee members as possible.

Staff will bring a final Comprehensive Plan RFP to City Council at the next available council meeting following the CPAC meeting.



Legislation Text

File #: 19-0428, **Version:** 1

ITEM TITLE:

City Manager's Report 10/15/2019

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

In the first two weeks of my employment as City Manager, I have attempted to familiarize myself with City operations. As of the Council meeting on 10/15/2019, I will have toured facilities related to:

- Public Works-Water, Sewer, and Landfill.
- Public Works-Streets, including major street improvements associated with bond issue.
- Ports & Harbor-Briefly reviewed Valdez Comprehensive Waterfront Master Plan.
- Police Department-Met with Police Chief and rode with Officer Mitchell for a few hours.
- Planning-Met with Assistant City Manager and Planning Director to discuss Planning Department issues and development of Comprehensive Plan RFP.
- Emergency Management-Discussed emergency management contract position with Assistant City Manager, Police Chief, and Fire Chief.
- Met with Hospital Administrator and Providence Regional Director about contract with City.
- Fire Department-Spent time with Fire Chief and staff into the evening on Friday, October 11, 2019.
- Toured Parks & Recreation facilities, including Recreation Center, Civic Center, and Library.

Additionally, I have had lunch with Mayor O'Neil, Mayor Pro Tempore Scheidt, Council Member Moulton, and Council Member Reese. Still need to coordinate with Council Member Ruff, Council Member Fleming, and Council Member Sorum.

I also attended the Valdez Museum fundraiser and auction and the Providence Valdez Hospital

Health Advisory Board.

My top priorities for the next weeks and months are:

- Comprehensive Plan RFP.
- Childcare Facility.
Manager's Budget Recommendation Presentation (to include Council priorities in some format).
- Director, Assistant City Manager, and Administrative Assistant Evaluations.
- Organization structure.
- RFP for EOP.
- RFP for Woodside Housing Development.
- Payroll study recommendation.
- Tours of Alyeska, SERVS, and Coast Guard Facilities.
- City Manager Evaluation Process.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 19-0424, **Version:** 1

ITEM TITLE:

City Council Calendars: October - December 2019

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Council calendars attached for reference.

October

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 6pm City Council Work Session #1 7pm City Council Meeting	2 5:15pm – Library Board Meeting (@ Library)	3 6pm City Council Budget Work Session #2	4	5
6	7 6pm City Council Budget Work Session #3 7pm – Ports & Harbor Commission	8 6:30pm – PVMC HAC Meeting (@ Hospital) 7pm – Parks and Rec Commission	9 7pm – Planning & Zoning	10 6pm City Council Budget Work Session #4	11	12
13	14 6:30 pm – School Board	15 7pm City Council Meeting	16 7pm – Economic Diversification Commission	17 6:30pm – VMHA Board Meeting (@ Museum) 6pm City Council Budget Work Session #5	18 HOLIDAY	19 Flu Shot Clinic & Exercise 10am-2pm @ VHS
20	21 6pm City Council Budget Work Session #6	22 7pm – Ports & Harbor Commission	23 7pm – Planning & Zoning	24	25	26
27	28 Noon – Beautification Task Force 6:30 pm – School Board	29	30	31		

Note 1: This calendar is subject to change. Contact the City Clerk's Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting.

Note 2: Unless otherwise notated, all meetings and events listed on this calendar are held in City Council Chambers.

Updated 10.10.19

November

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 7pm – Ports & Harbor Commission	5 5:30pm (City Council) Board of Appeals Hearing 7pm City Council Meeting (Includes 2020 Budget Public Hearing)	6 5:15pm – Library Board Meeting (@ Library)	7	8	9
10	11 HOLIDAY 6:30 pm – School Board	12 6:30pm – PVMC HAC Meeting (@ Hospital)	13 7pm – Planning & Zoning	14 6pm Council Work Session (Employee Wage Study Review)	15	16 ALASKA MUNICIPAL LEAGUE (AAMC Only)
17 ALASKA MUNICIPAL LEAGUE (AAMC Only)	18 ALASKA MUNICIPAL LEAGUE (NEO, ACoM, AMMA, AMMC, AAAO, AMAA, & AGFOA Only) 7pm – Ports & Harbor Commission	19 ALASKA MUNICIPAL LEAGUE (NEO, ACoM, AMMA, AMMC, AAAO, AMAA, & AGFOA Only) 7pm – Parks and Rec Commission	20 ALASKA MUNICIPAL LEAGUE (AML Annual Conference) 7pm – Economic Diversification Commission	21 ALASKA MUNICIPAL LEAGUE (AML Annual Conference) 6:30pm – VMHA Board Meeting (@ Museum)	22 ALASKA MUNICIPAL LEAGUE (AML Annual Conference)	23
24	25 Noon – Beautification Task Force 6:30 pm – School Board	26 7pm City Council Meeting	27 7pm – Planning & Zoning	28 HOLIDAY	29	30

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Updated 10.10.19

Note 2: Unless otherwise notated, all meetings and events listed on this calendar are held in City Council Chambers.

Note 3: AML NEO stands for Newly Elected Officials Training; AML Affiliate Organization Acronyms: AAMC (Alaska Association of Municipal Clerks), AMMA (Alaska Municipal Management Association, AMAA (Alaska Municipal Attorneys Association), AAAO (Alaska Association of Assessing Officers), and AGFOA (Alaska Government Finance Officers Association).

December

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 7pm – Ports & Harbor Commission	3 7pm City Council Meeting	4 5:15pm – Library Board Meeting (@ Library)	5	6	7
8	9 6:30 pm – School Board	10 6:30pm – PVMC HAC Meeting (@ Hospital) 7pm – Parks and Rec Commission	11 7pm – Planning & Zoning	12	13	14
15	16 7pm – Ports & Harbor Commission	17 7pm City Council Meeting	18 7pm – Economic Diversification Commission	19 6:30pm – VMHA Board Meeting (@ Museum)	20	21
22	23 6:30 pm – School Board	24 ½ DAY HOLIDAY	25 HOLIDAY	26 7pm – Planning & Zoning	27	28
29	30 Noon – Beautification Task Force					

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Updated 10.10.19