



**City of Valdez**  
**Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and R & M Consultants, INC. (“Consultant”) is effective on the 23<sup>rd</sup> day of December 2024.

All work under this agreement shall be referred to by the following:

**Project: Title 16 Subdivisions Code Revision**  
**Contract No.: 2307**  
**Cost Code: 001-5500-43400**

Consultant’s project manager under this agreement is Dave Whitfield.

Consultant’s project manager may not be changed without the written consent of the City.

City’s project manager is Paul Nylund.

**ARTICLE 1. Scope of Work**

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

**ARTICLE 2. Compensation**

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference in an amount not to exceed \$89,755

**ARTICLE 3. Period of Performance**

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement by December 31, 2026. Work shall proceed in accordance with the schedule set forth in Appendix A.

**Agreement for Professional Services**  
**Project: Title 16 Subdivisions Code Revision**  
**Contract No. 2307**  
**Cost Code: 001-5500-43400**



**ARTICLE 4. Subconsultants**

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

**ARTICLE 5. Insurance**

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$ 100,000	\$ 300,000
Commercial General Liability*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	\$ 100,000	\$ 300,000
Professional Liability*	\$1,000,000	\$2,000,000

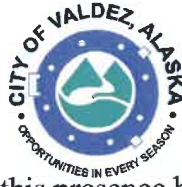
\*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

**ARTICLE 6. Appendices**

6.1 The following appendices are attached to this agreement and incorporated herein:

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
B	Basis of Compensation
C	General Conditions

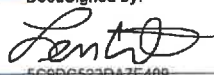
Agreement for Professional Services  
Project: Title 16 Subdivisions Code Revision  
Contract No. 2307  
Cost Code: 001-5500-43400



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

**R&M Consultants, INC.**

**CITY OF VALDEZ, ALASKA  
APPROVED:**

DocuSigned by:  
  
569D6523DA7E409...  
Authorized Signature

DocuSigned by:  
  
D1D0FCFDD2C043F...  
John Douglas, City Manager

Len Story  
Printed name

Date: 12/20/2024 | 3:53 PM AKST

Date: 12/20/2024 | 3:21 PM PST

Title: Contract Manager

ATTEST:  
  
Sheri L. Pierce, MMC, City Clerk

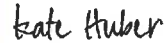
FEDERAL ID #: 92-0064353

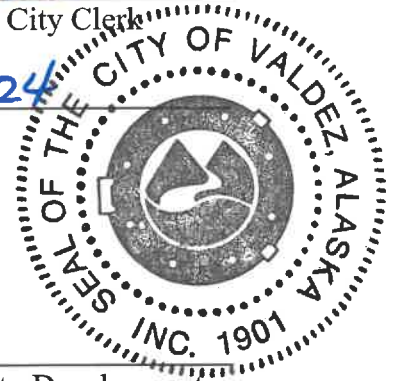
Date: 12/20/24

9101 Vanguard Drive  
Mailing Address

RECOMMENDED:

Anchorage, AK 99507  
City, State, Zip Code

Signed by:  
  
6D5C663D3C1E4C8...  
Kate Huber, Community Development  
Director

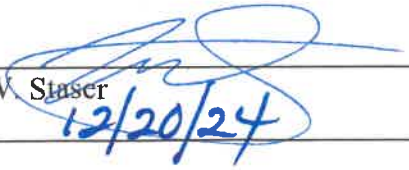


DocuSigned by:  
  
6C2E415CBBC43C...  
Signature of Company Secretary or Attest

Date: 12/20/2024 | 4:11 PM AKST

Date: 12/20/2024 | 4:36 PM PST

**APPROVED AS TO FORM:**  
Brena, Bell & Walker, P.C.

  
Jake W. Staser  
Date: 12/20/24

**Agreement for Professional Services**  
**Project: Title 16 Subdivisions Code Revision**  
**Contract No. 2307**  
**Cost Code: 001-5500-43400**



## **Appendix A**

### **Scope of Work**

#### **BASIC SERVICES**

Provide all professional services necessary to provide the City of Valdez:

Consulting services related to the update of Title 16 of the Valdez Municipal Code.

The scope of work is more specifically described in the attached proposal dated December 18<sup>th</sup>, 2024, which is incorporated herein by reference. Where any provisions of the attached proposal conflict with the provisions of the General Conditions under Appendix C, the latter shall govern this agreement.

#### **Appendix B**

### **Basis of Compensation**

On completion of work and submission of invoices, the City shall pay to Consultant the compensation as follows:

Payment shall be made based on the proposed fee and shall not exceed \$89,755 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

Agreement for Professional Services  
Project: Title 16 Subdivisions Code Revision  
Contract No. 2307  
Cost Code: 001-5500-43400



## Appendix C General Conditions

### I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

Change: An addition to, or reduction of, or other revision in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

City's Project Manager: City's representative in charge of the project(s) and the consultant's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

Consultant's Project Manager: The Consultant's representative in charge of the project(s) who is directly responsible and engaged in performing the required services.

Extra Services: Any services or actions required of the Consultant above and beyond provisions of this Agreement.

Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

Prime Compensation: The dollar amount paid to the Consultant for basic services set forth in this Agreement. Prime compensation does not include payment for any optional or extra services.

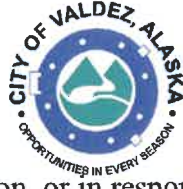
Scope of Work: Basic and optional services required of the Consultant by provisions of this Agreement.

Subconsultant: Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.

### II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City do not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

**Agreement for Professional Services**  
**Project: Title 16 Subdivisions Code Revision**  
**Contract No. 2307**  
**Cost Code: 001-5500-43400**



The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

### III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly employed or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

### IV. Insurance:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one-year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

**Agreement for Professional Services**  
**Project: Title 16 Subdivisions Code Revision**  
**Contract No. 2307**  
**Cost Code: 001-5500-43400**



V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance that are attributable to the Scope of Work created by change orders.

Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on "time and expenses" basis which invoiced amounts shall not exceed the actual charges to the invoice date.

Under no circumstances will City pay for charges in excess of any lump-sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow City to issue formal approval prior to the incurring of excess charges without delay to the work.

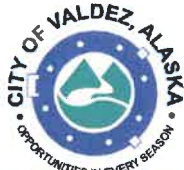
On "time and expenses" contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, a copy of which is attached as Appendix D, times a factor of n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to Consultant by Subconsultant employed by consultant for such Subconsultants' services and reimbursable expenses times a factor of 1.05.

The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.

The Consultant shall submit a final invoice and required documentation for services authorized by each Notice to Proceed within Ninety (90) days after final acceptance by the City. The City will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

VI. Changes:

**Agreement for Professional Services**  
**Project: Title 16 Subdivisions Code Revision**  
**Contract No. 2307**  
**Cost Code: 001-5500-43400**



Changes in the Scope of Work or of services may only be made by written amendment signed by both City and Consultant.

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions that conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement (b) final payment upon claims or disputes, and for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

VIII. Inspections:

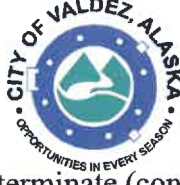
The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant in the performance of this Agreement.

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) days' written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the Consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.



**Agreement for Professional Services**  
**Project: Title 16 Subdivisions Code Revision**  
**Contract No. 2307**  
**Cost Code: 001-5500-43400**



The City at any time may terminate (convenience termination) or suspend this Agreement for its own needs or convenience. In the event of a convenience termination or suspension for more than three months, the Consultant will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable termination expenses. NO fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Consultant can establish and which would have been compensated for over the life of this Agreement, but because of the convenience termination would have to be absorbed by the Consultant without further compensation.

If state or federal funds support this Agreement, settlement in the event of default or convenience termination must be approved by the City and any appropriate state or federal agency.

X. Officials Not to Benefit:

No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any consideration contingent upon or resulting from this Agreement.

XI. Independent Consultant:

Except in those instances specifically provided for herein, the Consultant and any of its agents and employees shall act in an independent capacity and not as agents of the City in the performance of the Agreement.

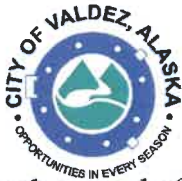
XII. Ownership of Work Products:

Work products produced under this Agreement, except items that have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder include full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

The City must concur in the selection of all Subconsultants for professional services to be engaged in performance of this Agreement.

**Agreement for Professional Services**  
**Project: Title 16 Subdivisions Code Revision**  
**Contract No. 2307**  
**Cost Code: 001-5500-43400**



As soon as practicable after the award of the contract, the Consultant shall furnish to the City in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City shall promptly notify the Consultant if it has reasonable objection to any of the proposed Subconsultants. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Consultant shall not contract with any Subconsultant to whom the City has made reasonable objection.

If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by amendment.

The Consultant shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which subcontract amount exceeds \$40,000.

#### XIV. Claims and Disputes:

If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the consultant shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall within the next fourteen (14) days submit written notice of the facts which may form the basis of the claim.

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

**Agreement for Professional Services**  
**Project: Title 16 Subdivisions Code Revision**  
**Contract No. 2307**  
**Cost Code: 001-5500-43400**



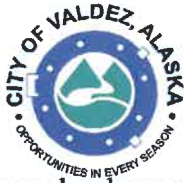
In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

**XV. Extent of Agreement:**

This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

**Agreement for Professional Services**  
**Project: Title 16 Subdivisions Code Revision**  
**Contract No. 2307**  
**Cost Code: 001-5500-43400**



Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant that does not otherwise exist without regard to this Agreement.

This Agreement may be changed only by written amendment executed by both the City and the Consultant.

All communications that affect this Agreement must be made or confirmed in writing.

The Consultant receiving final payment will execute a release, if required, relinquishing in full all claims against the City arising out of or by reason of the services and work products furnished under this Agreement.

The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require payment of such taxes by any Subconsultant or any other persons in the performance of this Agreement.

**XVI. Governing Laws:**

This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

**XVII. Minimum Wages:**

Minimum wages as determined by the Department of Labor shall be paid to all persons performing work on this Contract.

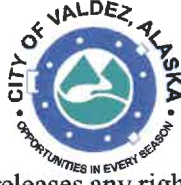
**City of Valdez**  
**Contract Release Page 1 of 2**

The undersigned, \_\_\_\_\_ for itself, its owners, partners, successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, as set forth herein related to or arising out of the following described contract ("Contract"):

**Project: Title 16 Subdivisions Code Revision**  
**Contract Number: 2307**

The undersigned hereby acknowledges receipt of the amount of \$ \_\_\_\_\_ as full and final payment in consideration for all services, materials and labors rendered in connection with the Contract.

Agreement for Professional Services  
Project: Title 16 Subdivisions Code Revision  
Contract No. 2307  
Cost Code: 001-5500-43400



The undersigned hereby waives and releases any right or claim of lien, any state or federal statutory bond right, any private bond right, any claim for payment under the Contract, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for itself, its owners, directors, officers, its successors in interest, assigns, agents, attorneys, trustees, administrators, subcontractors, suppliers, and laborers.

The undersigned certifies that no amounts payable under the Contract have been assigned to anyone.

The undersigned agrees that this Release is not executed as a result of financial disadvantage. No promise or inducement has been offered or made except as set forth in the above Contract. Accordingly, the undersigned voluntarily waives any and all rights to void this Release or any of its provisions, due to economic or business distress and/or compulsion. The undersigned represents that it is familiar with and has had the opportunity for its attorneys to explain the meaning of decisions of the Alaska Supreme Court applicable to this Release including, but not limited to, *Petroleum Sales, Ltd. v. Mapco of Alaska, Inc.*, 687 P.2d 923 (Alaska 1984); *Totem Marine T. & B. v. Alyeska Pipeline, et. al.*, 584 P.2d 15 (Alaska 1978); and *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978).

The undersigned hereby declares that the terms of this Release have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all payment claims, disputed or otherwise, arising under or by virtue of the Contract. The undersigned represents and warrants that it has the full and complete legal authority to enter into this Release, that the individuals executing this Release have the legal authority to do so, and that this Release shall be binding and enforceable upon it and its representatives, successors, and assigns, in accordance with its terms upon execution. The signature of the undersigned is an acknowledgement that the person signing has the authority to bind the party to this Release.

**City of Valdez  
Contract Release Page 2 of 2**

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**Agreement for Professional Services**  
**Project: Title 16 Subdivisions Code Revision**  
**Contract No. 2307**  
**Cost Code: 001-5500-43400**



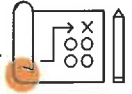
STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, Notary Public in and for the State of Alaska, personally appeared \_\_\_\_\_ of \_\_\_\_\_, known to me to be its \_\_\_\_\_ and acknowledged to me that he has read this foregoing RELEASE and knew contents thereof to be true and correct to the best of his knowledge and belief, and that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said corporation.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Alaska

My Commission expires: \_\_\_\_\_



## Approach & Scope of Work

### APPROACH

The City of Valdez adopted a new Comprehensive Plan in 2021 that reflects their current vision, goals and future aspirations. Since Plan Valdez was adopted, Title 17 Zoning Districts was updated to implement the Comprehensive Plan. Title 17's update reduced red tape, provided more flexibility in development and allowed for accessory dwelling units to address Valdez's need for additional affordable housing.

Valdez is making strides towards addressing the community's growing need for housing. The City continues to fund the Land Development and Housing Incentive programs. These programs are important tools to encourage completion of more housing options for the City of Valdez. The next step in the City's progress towards housing and development is an update to Title 16 Subdivisions. This update will balance private property rights with community vision, amend the Title's standards to adjust to Valdez's unique environmental characteristics, and increase its ease of reading and implementation.

### SCOPE OF WORK

One of the many challenges when revising, updating or creating new land use code is ensuring the final product encourages growth in a responsible manner. The **R&M CONSULTANTS, INC.** (R&M) team has extensive experience working with municipalities, cities and boroughs to analyze, write, revise and implement code and comprehensive plans that will guide development for the Title 16 Subdivisions Code Revision. Our approach to providing the requested services is outlined below.

#### **Task 1: Review Valdez Comprehensive Plan - Plan Valdez *Not In Contract-Comprehensive Plan Review to be provided by City of Valdez***

In developing this proposal, we reviewed Plan Valdez and summarized goals, objectives and strategies related to subdivisions. This process will be ongoing throughout the entire project to ensure code revisions are not in conflict with community desires. In addition, we researched Title 17 Zoning Code and the City of Valdez Capital Improvement Program and budget to develop a foundational understanding of the planning and policy decisions and processes, as well as development patterns. The summary report will provide useful information to assess success in achieving the current plan's goals through Title 16 revisions. We will work with staff subject matter experts (SME) such as Community Development Department (CDD) staff, Public Works and Capital Projects to confirm our understanding of the following Plan Valdez Goals and Action Items related to Title 16 revisions:

- Goal 6.2 - Minimize environmental impacts.
- Goal 6.3 - Promote efficient uses of resources.
- Goal 7.1 - Reduce the community's vulnerability to natural events.

- Action Item 2.1.G - Investigate development standards to establish a fair allocation to developers of the costs for required off-site improvements needed to help support the impacts of development projects on public infrastructure.
- Action Item 2.1.N - Ensure that snow storage sites are maintained and assessed to match development and community needs. Snow storage is a critical need in developed areas, but is not mapped or monitored. Future land use and development in the community may modify the need, location and size of snow storage areas to allow the community to operate in winter



#### **TASK 1 DELIVERABLES**

Comprehensive summary report of plans and goals identified in the Comprehensive Plan to inform Title 16 revisions.

#### **Task 2 and Task 3 Combined: Review Current Title 16 Subdivision Code and Analyze and Identify Areas of Concern**

**Code Assessment.** R&M's staff is experienced in land development, from multi-family to small and large commercial developments throughout Alaska, including the communities of Seward, the Matanuska-Susitna Borough (MSB), Municipality of Anchorage (MOA), Fairbanks North Star Borough (FNSB), Petersburg and Juneau. R&M starts every project with completing a project planning checklist, which includes an evaluation of the area's development code requirements. It also includes outlining required permitting, which can include local planning reviews, building permits, platting, wetlands and other federal, state and local requirements. R&M has extensive knowledge of reviewing and implementing MOA Title 21 Zoning, City of Seward Titles 15 and 16 Land Use and Subdivision Codes, and other land use regulations in Alaska.

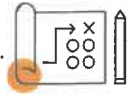
Additional tasks should include:

- Review and analyze subdivision variance requests and approvals over the past five years. Reviewing of subdivision variances provide vital information that informs the need for future code amendments. In 2024, our research indicates Valdez granted two variances or exceptions to the code to facilitate development. In addition, three Conditional Use Permit (CUP) applications were granted. Understanding the types of variances and CUP requests will help inform Title 16 revisions.
- Clarify Variance (16.04.060) language with more specificity to provide certainty for development and developers.



#### **TASK 2 DELIVERABLES**

Technical Memorandum on Code Review



**Task 3: Analyze and Identify Areas of Concern**

One of the challenges with code revisions is identifying potential limiting factors or obstacles for development once code is implemented. Due to our team’s familiarity with code analysis and implementation, we will help identify some of these potential hurdles, reducing the need for future code modifications. The R&M team will provide an assessment focusing specifically on which practices are best suited to Valdez based on an evaluation of population, local climate and environmental constraints such as steep slopes and avalanche/landslide, flooding and tsunami concerns, existing and future development patterns, community acceptability and needs. We will work with CDD staff, the development community, the Steering Committee, Planning and Zoning Commission (PZC) members and other interested and potentially affected interests throughout this code revision to ensure we identify the correct issues to be addressed in this Title 16 code revision. Our strategy for public education and involvement is outlined in *Task 5 - Public Outreach Plan*.

In addition to our findings in Task 2, we identified several areas that could be revisited with CDD staff to confirm if they should be addressed with this code update, including:

- 900’ cul-de-sacs and issues with emergency access.
- Plat processing timelines to find areas of efficiency for recording final plats in the Anchorage recorder’s office.

**TASKS 2 and 3 DELIVERABLES**



Technical Memo on Title 16 Code Assessment and Identified Areas of Concern to be provided to public.

**Task 4: Develop Code Revision Recommendations**

Based on our review of Title 16, Title 17 and the Comprehensive Plan, we identified the following preliminary areas that may be included in code revisions:

- **Consider the establishment of new Alternative Subdivisions, such as Conservation Subdivisions and/or Unit Lot Subdivisions.** Valdez is environmentally unique, with parts of the City susceptible to flooding, erosion, earthquakes and landslides. The establishment of new subdivision types that put importance on preserving environmentally sensitive lands, while also allowing for safe and responsible development, has been used with success in other communities. In the more urban areas of Valdez where medium to high density is desired, Unit Lot Subdivisions may be used to provide smaller, fee simple lots of attached dwelling units. Financing has historically created challenges in developing condominium style developments. In some cases, financial institutions require 50-75% of the units to be pre-sold prior to securing funding. Unit Lot Subdivisions are a lending tool that allow the developer to obtain financing more easily for the project, while at the same time creating more affordable dwelling units on fee simple lots.

- **Establish an administrative approval process for minor subdivisions.** The City of Valdez Subdivision regulations distinguishes between major and minor subdivisions. However, it appears that in both cases, approval authority lies with the PZC. In the case of minor subdivisions with no variances or vacations of rights-of-way, an administrative review and approval process would be beneficial. This may reduce cost and provide approval expeditiously.

- **Extend the approval period for both minor and major subdivisions.** In Alaska, where development occurs primarily in the summer months, a small setback in the permitting process could result in a year(s) long delay. By extending the approval period, you’re giving the developer ample time to resolve all conditions associated with plat approval rather than needing to come back after 12 months for an administrative extension. Consider 18-24 month approvals with one administrative 18-24 month time extension.

- **Establish public and private snow disposal sites.** Valdez receives on average 330” of snow annually, triple many other parts of the state. Valdez should consider establishing a reliable standard for required snow storage areas. Furthermore, use of public recreation space and residential land for snow storage should be reviewed to determine if this is the highest and best use.

- Establishment of additional large-scale public and private snow disposal sites.
- Consider snow storage easements adjacent to right-of-way at the time of subdivision.

- **Reduce minimum lot depth.** The current lot depth requirement in Valdez is a minimum of 100’. Reduction in the minimum lot depth to 60’-80’, may, in some cases, create opportunities for additional lots for housing.

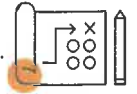
- **Reducing setbacks for corner and double frontage lot to create more land for housing development.** A property owner’s ability to develop is often dictated by the developable envelope of the lot. Reducing the setbacks for corner and double frontage lots will provide a larger footprint and allow for design flexibility.



**TASK 4 DELIVERABLES**

In addition to the above analysis, R&M will provide an analysis/assessment report focusing specifically on which practices are best suited to Valdez based on the code evaluation, local climate, existing and future development patterns in practice and as recommended by the Comprehensive Plan, community acceptability and needs.





**Task 5: Public Outreach Plan**


A lot of community outreach has occurred during the last several years for the Comprehensive Plan update, as well recently for Title 17 Zoning District code update. We will ensure that our outreach plan and tools for implementing it are clear in the outreach objectives. While the Comprehensive Plan is at the 5,000’ level, the Plan’s implementation through its land use code updates and subdivision code changes will have more scrutiny and participation from the development community, real estate industry and design industry who implements projects. Our public participation/involvement program will focus on tying changes to Title 16 code to the Comprehensive Plan, where necessary, to update outdated standards or regulations that better reflect the Comprehensive Plan’s vision, goals and recommendations. We recommend the following strategies for working with potentially affected interests, stakeholders, development community and City leadership:

**Steering Committee (SC)- (Not In Contract)** We recommend a SC made up of industry representatives, including real estate, land developers, housing contractors, affordable housing organizations, economic development professionals and one-to-two members from the Comprehensive Plan committee for consistency. We also recommend working with Valdez staff to ensure recommended Title 16 changes are implementable and enforceable. We propose two meetings with the SC at the following milestones:

- Meeting 1 – Introduction of the project and the need for code revisions, summary of code assessment and related Title 17 and Comprehensive Plan objectives and goals to be achieved.
- Meeting 2 – Draft revision to Title 16 for feedback.

**Joint PZC/City Council Work Sessions.** Our formal adoption strategy at the PZC Commission and City Council Hearings are in *Task 8 - Review and Adoption Process*.

**Public Workshop.** The public will review and provide feedback on the Draft Title 16 Code Update, after completion of Task 5 Recommendations. Our presentation and community conversation will focus on major content changes, how to read or interpret the proposed code, and communicating its practical significance by applying it to familiar Valdez examples. [Joint PZC/City Council Worksession and Public Workshop will be the same meeting. Valdez Planning Staff will provide public notice of the event.](#)




**TASK 5 DELIVERABLES**

- Public Outreach Plan
- Implementation Schedule for Code Revision
- Meeting Agendas, Materials and Advertisements
- Public Engagement Outcome Summaries for each Public Interaction

**Task 6: Draft Proposed Title 16**

The work of the preceding tasks will culminate with development of the internal draft Title 16 Code. We will workshop draft revisions to Title 16 with CDD staff prior to releasing a public review draft. Title 16 is implementation zoning, a tool for decision-making, and should be easily understood by a wide variety of audiences. We will present the preliminary draft to CDD Staff and the SC (Meeting 2) and release it for inter-agency review and comment. After review and resolution of CDD Staff and inter-agency review comments, we will create and distribute the public review draft of Title 16 for public review.

**Test Project and Case Study. (Not in Contract)** In reviewing the City’s 2024 budget and other City of Valdez resources, including recent news articles, increasing the housing supply and ensuring new housing is attainable is an area of concern that Title 16 revisions should focus on. After we have developed a new Title 16 with the CDD Staff/PMT, we recommend testing it with a concept project to ensure it will be implementable. We will develop a conceptual site plan based on the recently adopted Title 17 Zoning ordinance and the revised Title 16 code to show how a new housing project would be implemented.




**TASK 6 DELIVERABLES**

- Internal Draft of Title 16
- Inter-agency Review Draft of Title 16
- Public Review Draft of Title 16

**Task 7: Draft New Ordinance with Revision to Title 16**

We will prepare a draft ordinance based on the agreed upon draft revisions to Title 16 with CDD staff. We will organize a work session with City Clerk and City Attorney’s office to ensure compliance with the City’s charter.



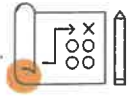
**TASK 7 DELIVERABLES**

- Draft Ordinance
- Public Review Ordinance

**Task 8: Review and Adoption Process**


Our team will be available to assist City of Valdez CDD staff and City Clerk’s office staff with the code adoption process by providing presentations, preparing draft and final ordinances, and attending public hearings. We will successfully present the updated code for adoption. Our support will include:

- [Joint PZC/City Council-Work session 1 \(in-person\)](#)– to introduce the code revision, research and analysis to date, and provide an overview of the process and schedule.
- PZC Work Session 2 ([virtual](#)) – facilitate review of draft ordinance and recommended changes to Title 16.
- [Incorporating changes from PZC work session 2 into a public review draft of Title 16 revisions.](#)



- PZC Public Hearing on Title 16
- After the hearing, updating the code revisions and work with CDD Staff and the City Clerk’s office for City Council introduction (1st reading) and City Council Public Hearing for Adoption (2nd reading).

**Final Title 16 Code.** We will capture changes to the code from Tasks 6 and 7 in this task. We will provide a comment response matrix with identified changes and the reasons for the changes to document the process. The code will become final with adoption by City Council, the final step in Task 8.

 **TASK 8 DELIVERABLES**  
Code Adoption  
Final Title 16 Subdivision Code

### UNDERSTANDING COMMUNITY NEEDS

During development of the Comprehensive Plan, a Community Survey was used to focus the plan’s priorities by asking Valdez residents to rank public funding priorities. The 2020 Community Survey resulted in housing as the top priority, with expanded public water and service as the second highest priority. Residents were also supportive of economic development in Valdez through providing new water, sewer and road connections as the third highest priority with 49% support in the survey. With this understanding, the City’s 2024 budget priorities and the goals and action items from Plan Valdez, we will focus Title 16 Code Revisions to help the City move forward in achieving these goals. While updating Title 16 is one lever the City can use to facilitate more housing development, it is one of many tools that can be concurrently implemented to continue the momentum Valdez has started.

Below is a preliminary list of recommendations and action items outside of code revisions to facilitate housing:

- Create a Chief Housing Officer position that works with CDD Staff, Financing and Public Works to coalesce efforts on attaining new housing.
- Develop Private Public Partnerships (P3) for housing development, which helps developers offset the cost of new construction infrastructure such as utilities, water and sewer, roads and drainage.
- Extend the Housing Incentive Program, which was adopted by the City Council in 2022 and expires on December 31, 2025 to continue to provide a \$10,000 cash payment for the creation of qualifying new dwelling units in Valdez.
- Extend the Alaska Housing Land Development Grant Program, which expires on December 31, 2024,

- Incentivize more senior living housing, such as Valdez Senior Living Apartments, which is underway.
- Consider a tax abatement program that will offset the cost of housing development, such as an Accessory Dwelling Units (ADU) incentive grant.

### UNIQUE CHALLENGES

A significant portion of developed areas in Valdez are within mapped natural hazard areas susceptible to tsunamis, flooding, erosion, liquefaction during earthquakes or landslides, and avalanches. Fire danger is also a risk, as well as snow loads in the winter from high precipitation. Future subdivisions and development in Valdez will need to consider the risk of natural hazards in addition to areas already developed in high hazard zones such as Alpine Woods Nordic Subdivision, Corbin Subdivision, Valdez Glacier Stream Valley, Slater Creek and Corbin Creek Valleys, Valdez Airport, Mineral Creek drainage and Richardson Highway MP 0 to MP 3.0 (within the City) and MP 10 to MP 20 (City limits). In addition to natural hazards as a constraint for growth, we have identified the preliminary challenges from our review of Valdez studies, plans and resources related to the housing supply shortage:

- Aging housing stock.
- Housing affordability.
- Variety of housing for vulnerable populations such as low-income and senior populations.
- Mobile homes not constructed to a standard suitable for Valdez’ severe and harsh climate.
- Cost of construction for development.
- Utilities expansion and connections.

### PUBLIC OUTREACH PLAN

Our public outreach plan is discussed under Task 5.

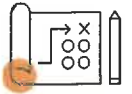


TITLE 16 - SUBDIVISIONS CODE REVISION

Work Schedule and Project Timeline

TASK	DELIVERABLE	TIMEFRAHE	2024	2025												2026	
			DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
NTP	Kickoff Meeting Scope & Schedule Refinements	12/2024	●														
<b>PROJECT MANAGEMENT AND COORDINATION</b>																	
1: COMPREHENSIVE PLAN REVIEW (NIC)	Every 3 weeks recurrence with Valdez PMT Workshopping Tasks Comprehensive Summary of plans and goals identified in the Comprehensive Plan to Inform Title 16 revisions	12/2024 - 1/2026															
2: TITLE 16 CODE ASSESSMENT	Code Assessment Report	12/2024 - 1/2026															
3: ANALYZE AND IDENTIFY AREAS OF CONCERN	Best Practices Analysis/Assessment Report	1/2025															
4: DEVELOP CODE REVISION RECOMMENDATIONS	Public Outreach Plan Meetings with City Departments Release for Public Comment Public Workshop (in-person) Joint PZC/City Council Work Session (in-person) PZC Work Session 2 (Virtual)	12/2024 - 1/2025 12/2024 - 2/2025 5/2025 5/2025 5/2025 8/2025															
5: PUBLIC OUTREACH	Preliminary Draft Public Hearing Draft	4/2025 6/2025															
6: DRAFT PROPOSED TITLE 16	Draft Ordinance Public Review Ordinance	6/2025 7/2025															
7: DRAFT ORDINANCE	PZC Public Hearing (virtual) City Council Introduction (st Reading) City Council Public Hearing (2nd Reading) (Virtual) Update Title 16 based on City Council Adoption/ Review Comments Final Deliverable	8/2025 9/2025 11/2025 1/2026 - 2/2026 2/2026															
8: REVIEW AND ADOPTION PROCESS																	





## Fee Schedule and Cost Estimate

### FEE SCHEDULE

Name	Title	Rate (\$/hr)
<b>R&amp;M</b>		
Dave Whitfield	Project Manager	\$201.60
Len Story, PLS	Contract Manager	\$345.60
Beth McKibben, AICP	Land Use Planner/Public Involvement	\$192.96
Van Le, AICP	Land Use Planner	\$224.64
Taryn Oleson-Yelle, AICP	Land Use Planner/Public Involvement	\$164.16
Rachael Selby, EIT	Planner/Public Involvement	\$115.20
Dave Hale, PLS	Land Surveyor/Platting Specialist	\$210.24
Don Porter, PE	QA/QC	\$244.80

### COST ESTIMATE

Below is a summary overview of our cost estimate for the code revision. It is inclusive of all tasks and expenses (travel, in-person meetings, public involvement materials, etc.). More detailed cost information can be found on the following pages.

Task	Cost	Expenses	Subtotal
1. Comprehensive Plan Review (NIC)	<del>\$23,420</del> \$0	-	<del>\$23,420</del> \$0
2. Title 16 Code Assessment	<del>\$17,433</del> \$19,077	-	<del>\$17,433</del> \$19,077
3. Analyze and Identify Areas of Concern (Combined w/Task 4)	<del>\$9,982</del> \$0	-	<del>\$9,982</del> \$0
3. Develop Code Revision Recommendations (Combined w/Task 3)	<del>\$16,399</del> \$14,112	-	<del>\$16,399</del> \$14,112
4. Public Outreach	<del>\$44,127</del> \$17,050	<del>\$6,380</del> \$3,510	<del>\$50,507</del> \$20,560
5. Draft Proposed Title 16	<del>\$14,230</del> \$11,290	-	<del>\$14,230</del> \$11,290
6. Draft Ordinance	<del>\$13,579</del> \$12,436	-	<del>\$13,579</del> \$12,436
7. Review and Adoption Process	<del>\$17,672</del> \$12,280	-	<del>\$17,672</del> \$12,280
		<b>TOTAL</b>	<del>\$163,222</del> <b>\$89,755</b>