



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Wednesday, August 17, 2022

7:00 PM

Council Chambers

Regular Meeting (moved from 8/16 due to state election)

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. SWEAR-IN CITY COUNCIL APPOINTEE

IV. ROLL CALL

V. PUBLIC APPEARANCES

1. [Valdez Adventure Alliance Update](#)

VI. PUBLIC BUSINESS FROM THE FLOOR

VII. CONSENT AGENDA

1. [Proclamation: Childhood Cancer Awareness Month](#)

Attachments: [2022 Childhood Cancer Awareness Month](#)

2. [Appointments to City Boards and Commissions](#)

Attachments: [Beautification Application- Lane](#)
[Ports and Harbors Application- Milich](#)

3. [Approval To Go Into Executive Session Re: Tucker Complaint and Litigation Strategy](#)

VIII. NEW BUSINESS

1. [Approval to Purchase Emergency Non-Perishable Food Supply from ReadyWise Wise Company, Inc. in the Amount of \\$238,425.49](#)

Attachments: [ReadyWise Non-Perishable Food Supply](#)

2. [Approval of Professional Services Agreement with Huddle AK, LLC for the Meals Hill Development Design in the Amount of \\$54,829.50](#)

Attachments: [Huddle PSA 1964 Meals Hill Development - Design](#)

IX. ORDINANCES

1. [#22-10 - Amending the Zoning Map to Effect a Change to Lots 3D and 3F, USS 3563, Plat 2000-4 to Commercial Residential. Second Reading. Adoption.](#)

Attachments: [Ordinance 22-10 USS 3563 Rezone](#)
[Rezone COV USS 3563 - P&Z Packet](#)

2. [#22-11 - Amending the Zoning Map to Effect a Change to Parcel B, ATS 10, Plat 98-35 to Light Industrial. Second Reading. Adoption.](#)

Attachments: [Ordinance 22-xx ATS 10 Rezone](#)
[Rezone - COV ATS 10 - P&Z Packet](#)

X. RESOLUTIONS

1. [#22-50 - Adopting Revisions to the Permanent Fund Investment Policy Statement and Rescinding Resolution #22-10](#)

Attachments: [Resolution 22-50 - Permanent Fund Investment Policy](#)
[2022.08.17 VALDEZ IPS](#)

XI. REPORTS

1. [Procurement Report: Professional Services Agreement with Professional and Technical Services, Inc. in the Amount of \\$43,688.00](#)

Attachments: [ASLS 2021-07 Municipal Entitlement Survey Proposal PTS.pdf](#)
[ADL 58905-ASLS 2021-07 MAP.pdf](#)

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

1. [City Manager's Report 8-17-2022](#)

2. City Clerk Report
3. City Attorney Report
4. City Mayor Report

XIII. COUNCIL BUSINESS FROM THE FLOOR

XIV. EXECUTIVE SESSION

XV. RETURN FROM EXECUTIVE SESSION

XVI. ADJOURNMENT

XVII. APPENDIX

1. [IIMC Thank You](#)

Attachments: [IIMC thank you](#)



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 22-0437, **Version:** 1

ITEM TITLE:

Valdez Adventure Alliance Update

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Update on Worthington, Blueberry and Berry trails from Lanette Oliver of Valdez Adventure Alliance.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 22-0438, **Version:** 1

ITEM TITLE:

Proclamation: Childhood Cancer Awareness Month

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

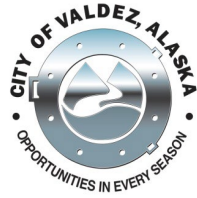
RECOMMENDATION:

Approve proclamation

SUMMARY STATEMENT:

Recognizing September 2022 as Childhood Cancer Awareness Month.

See attached proclamation.



PROCLAMATION

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15, this tragic disease is detected in more than 16,000 of our country's young people every year and an estimated 400,000 children and adolescents worldwide are diagnosed with cancer annually; and

WHEREAS, one in five of our nation's children lose their battle with cancer; and

WHEREAS many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded nearly thirty years ago by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, the American Cancer Fund for Children, Inc., Kids Cancer Connection, Inc. and Lions Clubs International are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at The Children's Hospital at Providence Alaska Medical Center in Anchorage, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor toy distributions, family sailing, pet-assisted therapy, first responders support, Laughternoon- Laughter is Healing, KCC Supercar Experience, educational programs and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

NOW, THEREFORE I, Alan Sorum, Mayor Pro Tem of the City of Valdez, Alaska, do hereby recognize September 2022 as

CHILDHOOD CANCER AWARENESS MONTH

to acknowledge the challenges faced by children diagnosed with cancer and the hard work of families, medical professionals and caregivers who are striving to combat childhood cancer.

DATED this 17th day of August, 2022.

CITY OF VALDEZ, ALASKA

Alan Sorum, Mayor Pro Tem

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 22-0439, **Version:** 1

ITEM TITLE:

Appointments to City Boards and Commissions

SUBMITTED BY: Elise Sorum-Birk, Deputy Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

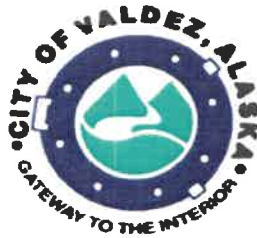
Review and appoint the below applicants

SUMMARY STATEMENT:

Appointment of the following individuals to city boards and commissions:

Beautification Commission- Donna Lane, one-year term from August 17, 2022 to July 31, 2022

Ports and Harbors Commission- Trevor Milich, three-year term from August 17, 2022 to June 30, 2025



APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

BOARD/COMMISSION Beautification Commission

DATE 8-1-22

NAME Donna Lane

RESIDENCE ADDRESS 1003 Copper Drive

MAILING ADDRESS PO Box 3464

TELEPHONE NUMBER Daytime 907-255-5863 Evening ditto

OCCUPATION Architect EMPLOYER Retired

Please check the main reason(s) for applying for appointment to this board/commission:

- ☒ I have expertise that I want to contribute.
☒ I am interested in the activities the board/commission handles.
☐ I want to participate in local government.
☐ I am strongly concerned with better government.
☐ I want to make sure my segment of the community is represented.
☒ Other: I like working within my community to help it improve

Please explain in greater detail those items you have checked: Retired architect with good design ideas; have long thought we can improve the look of our main street & Downtown Business Zone. ~~was~~ previously on the BTF for approx 4 years and a Valdez resident since 1992.

It is suggested you attach an outline of your education, work and volunteer experience. →

How did you learn of this vacancy? (circle one)

Media

Word of mouth

Solicitation

Other previously on the BTF
Force

Signature

*** Please return this form to the Office of the City Clerk, P.O. Box 307, Valdez, AK 99686 ***

Deadline.

Aug. 10

2 college degrees BA BArch. Career in architecture -
scattered aspects; some work as landscape arch.
Volunteer at Valdez Museum & now a Board Director.
Volunteer ~~previously~~ on Beautification Task
Force
Volunteer for 20+ years in Valdez Art Council

Application Form

Profile

Trevor

First Name

Milich

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

Peter Pan Seafood Co., LLC

Employer

Plant Manager

Occupation

Which Boards would you like to apply for?

Ports & Harbors Commission: Submitted

Question applies to Ports & Harbors Commission, Planning & Zoning Commission, Permanent Fund Investment Committee

This appointment term is for three years. Are you able to commit to serving for that full time period?☒ Yes ☐ No

Question applies to multiple boards

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

I am willing and able to commit

Question applies to multiple boards

Regular attendance at meetings by commissioners/board members is crucial to the commission/board's ability to conduct business. Attendance for commissioners/board members is tracked. Under current City Council policy, the seat of a board/committee member or commissioner will be considered vacant following three consecutive absences from regular meetings. At that time, the member will be asked to either resign or be removed by formal action of Council to allow other interested citizens a chance to serve. Are you committed to in-person attendance at most, if not all, commission/board meetings? Do you understand you must provide your commission/board staff as much notice as possible if you must be absent to ensure a quorum is available to conduct commission/board business?

Yes

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?

As the Plant Manager of the Peter Pan processing facility in Valdez, I think I could bring a beneficial perspective of a local seafood processor to the board. Being responsible for creating a profitable and thriving environment is something I have been successful with at the facility level and I believe these traits transfer well to use in a community leadership role. My small family call Valdez home and I would consider it a great honor to serve in maintaining this one of a kind community.

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

I have worked all over the state as a commercial diver, tender boat captain, dock builder and plant manager. I have enjoyed sixteen years working for Peter Pan Seafood Co. My work with the company has included ten years in Dillingham, five years as Plant Manager in Port Moller, and my first summer in Valdez as Plant Manager.

Upload a Resume or Letter of Interest



Legislation Text

File #: 22-0440, **Version:** 1

ITEM TITLE:

Approval To Go Into Executive Session Re:

Tucker Complaint and Litigation Strategy

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Approve.

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 #: 22-0441, **Version:** 1

ITEM TITLE:

Approval to Purchase Emergency Non-Perishable Food Supply from ReadyWise Wise Company, Inc. in the amount of \$238,425.49

SUBMITTED BY: Bart Hinkle, Chief of Police

FISCAL NOTES:

Expenditure Required: \$238,425.49

Unencumbered Balance: \$255,000

Funding Source: 001-3550-46120

RECOMMENDATION:

Approve the purchase of Emergency Non-Perishable Food Supply from ReadyWise Wise Company, Inc. in the amount of \$238,425.49.

SUMMARY STATEMENT:

The City of Valdez Office of Emergency and Disaster Management (EDM) budgeted for a non-perishable food supply in the 2022 budget. This preparatory measure builds local government readiness for displaced persons seeking shelter due to tsunami, earthquake or other natural and manmade disasters.

Estimates show the possibility, during peak seasons, of up to 3,200 displaced persons, should Valdez experience inundation from an evacuation-causing tsunami (i.e. Affected inundation zone persons/places: local residences, local business districts, harbors, all hotels, all RV parks, both fish processors, and others affected). Consequently, these persons/organizations may not have access to their own preparedness resources for hours, days, or weeks depending upon the severity of a tsunami and/or the magnitude of an earthquake, among other evacuation-causing disasters. City-sponsored evacuation shelters will be open during these circumstances and potentially large quantities of non-perishable food may be necessary.

If disaster circumstances are localized, aid from the State of Alaska Department of Homeland Security and Emergency Management (DHS & EM) may eventually be available. When one or more disasters affect diverse regions of Alaska simultaneously, aid from DHS & EM, and/or FEMA Region 10, may not be logistically-prompt. For this purpose, City government is engaging in several types of readiness efforts, one of which is described herein. What this is NOT, is "food for all" during disaster.

The EDM office will be engaging all residents in 2023 and 2024 with personal-readiness initiatives.

Invitations for quotes, for an approximate two-week supply, were sent to three major national food suppliers. One company declined to participate, a second company was hesitant, based on quantity, but ultimately provided a cost quote three times higher than the selected company. The selected company, ReadyWise Wise Company, Inc, had the capacity for manufacturing and delivering the large order, as well as the experience through private sector, government, and military contracts. ReadyWise Wise Company, Inc. pricing to the City is below General Services Administration, or GSA, pricing. These products have a minimum 15-year shelf life.

ReadyWise Wise Company, Inc. will be supplying the City with conventional, as well as gluten-free, freeze-dried meal options. Meeting all nutritional needs from a single source supplier is challenging. Thus, the City will continue to source, albeit a small percentage of the total, additional food options for those with allergies and other nutritional needs, for evacuees requiring sheltering. Hygiene products and other resources are also being sourced. See attached documents for your approval in moving forward with this City preparedness effort.



To: City Council
From: Office of Emergency &
Disaster Management
Date: 8-1-2022
Re: Non-perishable food supply

The City Office of Emergency and Disaster Management (EDM) budgeted for a non-perishable food supply in the 2022 budget. This preparatory measure builds local government readiness for displaced persons seeking shelter due to tsunami, earthquake or other natural and manmade disasters.

Estimates show the possibility, during peak seasons, of up to 3,200 displaced persons, should Valdez experience inundation from an evacuation-causing tsunami (i.e. Affected inundation zone persons/places: local residences, local business districts, harbors, all hotels, all RV parks, both fish processors, and others affected). Consequently, these persons/organizations may not have access to their own preparedness resources for hours, days, or weeks depending upon the severity of a tsunami and/or the magnitude of an earthquake, among other evacuation-causing disasters. City-sponsored evacuation shelters will be open during these circumstances and potentially large quantities of non-perishable food may be necessary.

If disaster circumstances are localized, aid from the State of Alaska Department of Homeland Security and Emergency Management (DHS & EM) may eventually be available. When one or more disasters affect diverse regions of Alaska simultaneously, aid from DHS & EM, and/or FEMA Region 10, may not be logistically-prompt. For this purpose, City government is engaging in several types of readiness efforts, one of which is described herein. What this is NOT, is “food for all” during disaster. The EDM office will be engaging all residents in 2023 and 2024 with personal-readiness initiatives.

Invitations for quotes, for an approximate two-week supply, were sent to three major national food suppliers. One company declined to participate, a second company was hesitant, based on quantity, but ultimately provided a cost quote three times higher than the selected company. The selected company, “Readywise Wise Company Inc.,” had the capacity for manufacturing and delivering the large order, as well as the experience through private sector, government, and military contracts. Readywise Wise Company Inc. pricing to the City is below General Services Administration, or GSA, pricing. These products have a minimum 15-year shelf life.

Readywise Wise Company Inc. will be supplying the City with conventional, as well as gluten-free, freeze-dried meal options. Meeting all nutritional needs from a single source supplier is challenging. Thus, the City will continue to source, albeit a small percentage of the total, additional food options for those with allergies and other nutritional needs, for evacuees requiring sheltering. Hygiene products and other resources are also being sourced. See attached documents for your approval in moving forward with this City preparedness effort.


Aaron Baczuk
Office of Emergency &
Disaster Management

VALDEZ ALASKA ORDER - REQUEST FOR FREIGHT
15 YEAR SHELF LIFE

Case SKU

12ct SELF HEATING MEALS

CASES	PRICE	TOTAL FOB COST
40	\$130.40	\$5,216.00
40	\$135.37	\$5,414.80
40	\$99.39	\$3,975.60
		\$14,606.40

GSA FULL DISCOUNT \$	Price Variance to GSA
\$144.88	\$14.48
\$150.41	\$15.04
\$110.43	\$11.04

4ct - 50 SERVING POUCH

RW05-601	4/50 serving	Apple Cinnamon Cereal	32	\$90.11	\$2,883.52	\$94.91	\$4.80
RW05-602	4/50 serving	Brown Sugar Maple Cereal	40	\$81.49	\$3,259.60	\$88.31	\$6.82
RW05-605	4/50 serving	Noodles with Beef	24	\$384.33	\$9,223.92	\$412.53	\$28.20
RW05-604	4/50 serving	Pasta Alfredo with Chicken	16	\$388.66	\$6,218.56	\$426.85	\$38.19
RW05-608	4/50 serving	Spicy Asian Noodles	16	\$361.08	\$5,777.28	\$386.06	\$24.98
RW05-610	4/50 serving	Chicken Burrito Bowl	24	\$488.68	\$11,728.32	\$562.53	\$73.85
RW05-606	4/50 serving	Lasagna w/ Sausage	16	\$356.15	\$5,698.40	\$364.64	\$8.49
RW05-603	4/50 serving	Chili Mac	24	\$346.14	\$8,307.36	\$365.50	\$19.36
RWMK01-120		120 Serv Milk Whey	112	\$29.27	\$3,278.24	\$81.35	\$52.08
RW05-516		144 Bucket Powdered Eggs	28	\$88.06	\$2,465.68		
26-219		104 Serv Pot Pie w/ Chicken	12	\$74.76	\$897.12	\$227.94	\$153.18
26-208		104 Serv Teriyaki Rice	4	\$85.53	\$342.12	\$174.91	\$89.38
26-218		104 Serv Loaded Bake Potato Casserole	4	\$86.14	\$344.56	\$209.09	\$122.95
RW05-011		6ct CP Vegetable Chili Pouch	104	\$20.25	\$2,106.00	\$32.08	\$11.83
RW05-017		6ct CP 4 Bean & Vegetable Soup	52	\$23.25	\$1,209.00	\$39.07	\$15.82
RWSK05-036		4/1 Chicken Tortilla Soup	20	\$39.79	\$795.80	\$44.27	\$4.48
RWSK05-032		4/1 Minestrone Soup	20	\$31.96	\$639.20	\$32.66	\$0.70
RWSK05-033		4/1 Chicken Noodle Soup	20	\$32.83	\$656.60	\$34.62	\$1.79
RWSK05-044		4/1 Potato Chowder Soup	20	\$26.25	\$525.00	\$30.76	\$4.51
RWSK05-034		4/1 Broccoli Cheese Soup	20	\$37.25	\$745.00	\$39.87	\$2.62
RWSK05-041		4/1 Mac & Cheese	20	\$35.45	\$709.00	\$29.65	-\$5.80
RWSK05-043		4/1 Tomato Basil	20	\$27.17	\$543.40	\$29.21	\$2.04
RWSK05-042		4/1 Chicken Gumbo	8	\$43.75	\$350.00	\$36.76	-\$6.99
RWSK05-038		4/1 Chicken & Wild Rice	8	\$55.38	\$443.04	\$58.49	\$3.11
					\$69,146.72		

CP 6CT ENTREES AND SNACKS

RW05-008		Apple Cinnamon Cereal	520	\$16.96	\$8,819.20	\$32.08	\$15.12
RW05-007		Strawberry Granola	260	\$19.66	\$5,111.60	\$32.08	\$12.42
RWMK01-120		120 Serving Milk Whey	75	\$29.27	\$2,195.25	\$81.35	\$52.08
RW05-017		4 Bean & Veg Soup	280	\$20.93	\$5,860.40	\$36.67	\$15.74
RW05-011		Hearty Veg Chili Soup	280	\$18.22	\$5,101.60	\$32.08	\$13.86
RW05-010		Cheese Potato Soup	260	\$19.24	\$5,002.40	\$32.08	\$12.84
RW05-006		Creamy Pasta W/ Chicken	260	\$29.31	\$7,620.60	\$43.06	\$13.75
RW05-001		Chili Mac	260	\$38.72	\$10,067.20	\$43.06	\$4.34
RW05-003		Teriyaki w/ Chicken	260	\$35.65	\$9,269.00	\$43.06	\$7.41
RW05-012		Breakfast Skillet	40	\$42.82	\$1,712.80	\$45.16	\$2.34
RW05-016		Mango Sticky Rice	20	\$37.98	\$759.60	\$37.50	-\$0.48
RW05-018		Wild Rice Risotto	20	\$33.40	\$668.00	\$36.67	\$3.27
new pack size	Emergency Pouch	Banana Chips	6000	\$3.50	\$21,000.00	\$4.38	\$0.88
new pack size	Emergency Pouch	Apple Chips	6000	\$3.50	\$21,000.00	\$4.38	\$0.88
new pack size	Emergency Pouch	Sliced Strawberries	6000	\$3.50	\$21,000.00	\$4.38	\$0.88

20535 **\$125,187.65**

\$208,940.77

42 PALLETS TRUCKING FREIGHT CHARGE - 2 TL'S into WA port \$5,750.00
SEA FREIGHT QUOTE TO VALDEZ \$23,734.72

TOTAL CHARGE INVOICE \$238,425.49

DAY 1 - SELF HEATING

150 Emergency Police/ Fire FIRST RESPONDERS

Pack Size: 12 units per case

**DAY 1,2,3
On-Hand**

Self-Heating Breakfast Meal Kits

480 units

Self-Heating Lunch Meals Kits

480 units

Self-Heating Dinner Meal Kits

480 units



EAT OUT OF POUCH MEALS

MEALS PER DAY	On-Hand DAY 1	On-Hand DAY 2	On-Hand DAY 3
Meals - Breakfast	3120 meals	3120 meals	3120 meals
Meals - Gluten Free Breakfast	240 Meals	240 Meals	240 Meals
Milk Servings	3000 Servings	3000 Servings	3000 Servings
Meals - Lunch	3120 meals includes GF	3120 meals includes GF	3120 meals includes GF
Meals - Gluten Free Lunch			
Meals - Dinner	3120 meals	3120 meals	3120 meals
Meals - Gluten Free Dinner	240 Meals	240 Meals	240 Meals
DAILY SNACK	3000 units	3000 units	3000 units

2 Serving Resealable Pouchs



Snacks are single serve pouches

MENU's for 4 Emergency Shelter Locations							
MEALS PER DAY	On-Hand DAY 4	On-Hand DAY 5	On-Hand DAY 6	On-Hand DAY 7	On-Hand DAY 8	On-Hand DAY 9	On-Hand DAY 10

Meals - Breakfast	600 Servings	600 Servings	600 Servings	600 Servings	600 Servings	600 Servings	600 Servings
Meals - Gluten Free Breakfast	144 Servings	144 Servings	144 Servings	144 Servings	144 Servings	144 Servings	144 Servings
Milk Servings	480 Servings	480 Servings	480 Servings	480 Servings	480 Servings	480 Servings	480 Servings
Meals - Lunch	400 Servings	400 Servings	400 Servings	400 Servings	400 Servings	400 Servings	400 Servings
Meals - Gluten Free Lunch	104 Servings	104 Servings	104 Servings	156 Servings	104 Servings	156 Servings	128 Servings
SOUP Servings	320 Servings	320 Servings	320 Servings	320 Servings	320 Servings	320 Servings	320 Servings
Meals - Dinner	600 Servings	400 Servings	400 Servings	400 Servings	600 Servings	400 Servings	400 Servings
Meals - Gluten Fee Dinner	Dinner Serving is GF	Soup Serving is GF	156 Servings	128 Servings	Dinner Serving is GF	Soup Serving is GF	104 Servings

Menus and Servings are the same for all four (4) Emergency locations - Menu above is one (1) Location

NOTES:

104 Serving for GF Lunch/Dinner entrees are packed- 26 pouchs that make 6 servings each providing options to prepare smaller amounts as needed.

All 600 and 400 Servings entrees come 50 serving pouches. Each case prepares 200 servings.

All Soups are 4/1 gallon cases and prepares 64 to 68 servings per case depending on the Soup. Each pouch will serve between 16-17 servings depending on the soup.

Dinner and Lunch offerings stating they are GF - The dinner or Lunch being served is a Gluten Free item.



Legislation Text

File #: 22-0442, **Version:** 1

ITEM TITLE:

Approval of Professional Services Agreement with Huddle AK, LLC for the Meals Hill Development Design in the Amount of \$54,829.50

SUBMITTED BY: Nathan Duval, Assistant City Manager / Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$54,829.50

Unencumbered Balance: \$582,989.25

Funding Source: 310-8160-94500 PARK Meals Hill Great Land

RECOMMENDATION:

Approve Professional Services Agreement with Huddle AK, LLC for the Meals Hill Development Design in the amount of \$54,829.50

SUMMARY STATEMENT:

The City initiated a Request for Qualifications (RFQ) process on April 4, 2022 and closed 24 days later on April 28, 2022. Huddle was the selected contractor from the two respondents to the RFQ.

Council discussed the topic of funding the various aspects of the Meals Hill Master Plan on August 2, 2022 in a regular meeting and provided direction to pursue maximizing the Exxon Valdez Oil Spill Trust (EVOS) funding awarded to the property through the Great Land Trust (GLT), approximately \$580,000.

GLT has agreed to fund design and partial implementation of Master Plan elements that preserve or correct previously impacted areas of Meals Hill. In an effort to determine the maximum value of the remaining EVOS funds the Huddle contract presented for approval is for the initial geotechnical evaluation and topographical survey necessary to design the various GLT approved elements with the understanding that the corresponding design will be funded with an amendment to this contract following future negotiations and coordination with GLT.

The field work contained within this contract needs to be completed when the weather is suitable and needs to be scheduled with subconsultants in order to complete the work before winter.

The contract value of this agreement does not necessitate Council approval but Staff has decided to bring it to Council for approval with the understanding that there are future amendments that will increase the contract value and because what is presented represents different approach than was discussed with Council on the 8th.

Again, conversations will continue this fall with GLT, Huddle, Parks & Recreation, et.al in order to

ensure maximum utilization of the remaining funds from the initial \$900k conferred with the property. GLT has final approval authority over the utilization of the EVOS funds and their previous MOA with the City is referenced in the Huddle agreement.



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and HUDDLE AK, LLC (“Consultant”) is effective on the ____ day of _____, 2022.

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

**Project: Meals Hill Development - Design
Contract No.: 1964
Cost Code: 310-8160-49500**

Consultant’s project manager under this agreement is Holly Spoth-Torres.

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

City’s project manager is Nathan Duval.

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.

2.2 The payment of any Compensation under this Agreement using funds for the Exxon Valdez Oil Spill Trustee Council (“EVOSTC Funds”) approved under EVOSTC Resolution 17-03 dated November 14, 2017 shall be subject to approval by Great Land Trust (“GLT”). The City does not have any authority to obligate the EVOSTC Funds without GLT’s approval.

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 within 180 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.



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: Meals Hill Development - Design
Contract No. 1964
Cost Code: 310-8160-49500



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.

HUDDLE AK, LCC

Authorized Signature

Printed name

Date: _____

Title: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Sharon Sheidt, Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

Mark Detter, City Manager

Date: _____

RECOMMENDED:

Nathan Duval, Capital Facilities Director

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jon S. Wakeland

Date: _____



Appendix A Scope of Work

BASIC SERVICES

Huddle Ak, LLC will provide engineering and design services beyond the initial 35% concept drawings developed from the completed Meals Hill Master Plan for the City of Valdez. Preliminary work scopes will include geotechnical investigation, including test pits, and topographical survey in preparation of subsequent design elements. Future design tasks will be incorporated via amendment following authorization for the Great Land Trust.

The scope of work is more specifically described in the attached proposal dated August 8, 2022 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 \$54,829.50 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).

All payment(s) using EVOSTC Funds are subject to GLT's approval and no payments will be made with EVOSTC Funds that are inconsistent with the terms of the Conservation Easement on the subject property, the EVOSTC award, GLT's procurement policy, or any applicable Federal rules and regulations.



Meals Hill Park Design Project Management & Pre-Design: Scope of Work

Huddle AK LLC (Huddle) and PND Engineers, Inc. will provide project management, field surveying, and geotechnical investigation work related to park improvements at Meals Hill. The extent of survey and field investigations will be based on the Meals Hill Preliminary Engineering Report developed in January of 2022. It will include the proposed entry area, the first 0.9 miles of the multiuse spine trail, and the overlook loop area. The intent of collecting this extent of site data is to help inform future design work which could include the design of the multi-use spine trail, the entry area, a vault toilet, and other amenities and facilities.

Huddle will act as the overall project manager and be the point of contact between the City of Valdez and the subconsultant, PND Engineers. PND Engineers will provide surveying and a geotechnical investigation.

This contract is divided into the following tasks. Descriptions are provided for each task to outline the scope and deliverables.

TASK 100 PROJECT MANAGEMENT & PRE-DESIGN

- Project Management
- Survey
- Geotech

Project Management

Huddle will provide overall management of the consultant team for the pre-design services. Huddle will be the point of contact for the project. Huddle will coordinate between the city and consultant team as needed.

Deliverables:

- Monthly progress reports will accompany invoicing.
- Coordination between the city and consultant team.

Survey

PND Engineers will provide surveying services for some of the portions of the overall project. Their survey scope will cover the entry plaza area, the multi-use spine trail, and the overlook loop. This task includes travel expenses for a survey crew to perform onsite surveying at the beginning of the project.

Deliverables:

- 1 trip to Valdez for field Investigations by PND Engineers.
- Survey drawings of the Meals Hill areas including easements, topography, utilities, and other on-the-ground information.

Geotechnical Investigation

PND Engineers will provide geotechnical investigation services as needed to develop the civil engineering and structural engineering calculations and plans. This task will include field investigations with test pits in the early stages of the project to inform future designs.

Deliverables:

- 1 trip to Valdez for Field Investigations by PND Engineers.
- Test pits
- Geotechnical Investigation Report

Attachments: Fee proposal with a breakdown of hours for each subtask.



HUDDLE AK
605 W 2nd Avenue
Anchorage, AK 99501
8/8/2022
Meals Hill Park in Valdez, Alaska

Tasks		Huddle	PND	Totals		Notes
	PROJECT MANAGEMENT & PRE-DESIGN					
	Overall Project Management	\$4,680.00		\$4,680.00		
	Survey	\$2,010.00	\$24,179.50	\$26,189.50		Includes field work per attachment.
	Geotech	\$1,740.00	\$22,220.00	\$23,960.00		Includes field work per attachment.
TOTALS PER CONSULTANT		\$8,430.00	\$46,399.50	TOTAL	\$54,829.50	

Professional Services Fee Proposal

Client: City of Valdez
Project: Meals Hill Design Fee
Terms: Fixed Price

		Huddle Principal, Holly Spoth- Torres	\$165.00	Huddle, Landscape Architect, Bri Keifer	\$135.00	Huddle, Landscape Designer, Leah Buron	\$105.00		
								Expense	Huddle Subtotal
	PROJECT MANAGEMENT & PRE-DESIGN								
	Overall Project Management	12	20						\$ 4,680
	Survey Admin	4	10						\$ 2,010
	Geotech Admin	4	8						\$ 1,740

FEE PROPOSAL



PROJECT TITLE: Meals Hill Multi-use Trail
Task: 1.0 Survey
CLIENT: Huddle
PND PROJECT NUMBER: 211157

7/6/2022

Prepared by: PK/CC

LABOR:

Task	Task (Scope of Services)	Project Mananger \$225.00	Principal Sr. Eng VI \$210.00	Senior Surveyor III \$135.00	2 Person Field Crew \$245.00	CAD Designer V \$120.00				Total Hours	Labor Cost
1.0 Survey											
1.1	Admin, Coordination	2	2	2						6	\$1,140
1.2	Research and Field Prep			8	4					12	\$2,060
1.3	Mob & Demob - Field				12					12	\$2,940
1.4	Project Control - Field				12					12	\$2,940
1.5	Property Boundaries - Field				12					12	\$2,940
1.6	Design Survey - Field				6					6	\$1,470
1.7	Topo Existing Trail - Field				12					12	\$2,940
1.8	Deliverables			30						30	\$4,050
1.9	QA/QC			2						2	\$270
										0	\$0
Totals:		2	2	42	58	0	0	0	0	104	\$20,750

EXPENSES:

Item	Units	Quantity	Unit Cost	Subtotal	Expenses per Unit	Markup per unit 5.0%	Total Cost
a Meals and Incidentals (full day)	staff-day	8	\$90	\$720	\$0.00		\$720
b Lodging	nights	8	\$250	\$2,000	\$0.00		\$2,000
c Vehicle	mile	700	\$0.59	\$410	\$0.00		\$410
d Survey Consumables	Lump Sum	1	\$300	\$300	\$0.00		\$300
Total Expenses:							\$3,430

Task Total: \$24,179.50

ASSUMPTIONS:

- 1
- 2
- 3

FEE PROPOSAL



PROJECT TITLE: Meals Hill Multi-use Trail
 Task: 2.0 Geotechnical Investigation
 CLIENT: Huddle
 PND PROJECT NUMBER: 211157

7/6/2022

Prepared by: PK/CC

LABOR:

Task	Task (Scope of Services)	Project Mananger \$225.00	Principal Sr. Eng VI \$210.00	Senior Engineer III \$165.00	Staff Engineer III \$125.00	CAD Designer V \$120.00					Total Hours	Labor Cost
2.0 Geotechnical Investigation												
2.1	Field Prep, and Project Coordination	4	1	3	4						12	\$2,105
2.2	Field Investigation		3	32							35	\$5,910
2.3	Data reduction and Analysis		1	4	4						9	\$1,370
2.4	Geotechnical Memorandum	1	3	24	16						44	\$6,815
2.5	QA/QC		2	2							4	\$750
											0	\$0
Totals:		5	10	65	24	0	0	0	0	0	104	\$16,950

EXPENSES:

Item	Units	Quantity	Unit Cost	Subtotal	Expenses per Unit	Markup per unit 5%	Total Cost
a Lab Testing	Lump Sum	1	\$750	\$750	\$0.00		\$750
b Airfare - RT	Lump Sum	1	\$450	\$450	\$0.00		\$450
c Lodging	night	2	\$250	\$500			\$500
d Vehicle	day	2	\$200	\$400	\$0.00		\$400
e Meals and Incidentals (full day)	staff-day	2	\$85	\$170			\$170
f Samples and Shipping	Lump Sum	1	\$500	\$500	\$0.00		\$500
g Local Excavator	day	1	\$2,500	\$2,500	\$0.00		\$2,500
Total Expenses:							\$5,270

Task Total: \$22,220.00

ASSUMPTIONS:

- 1 Geotechnical Investigation will be completed with test pits
- 2
- 3



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.

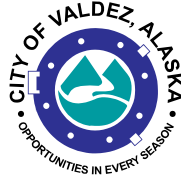
Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

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 does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

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.

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:

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 which 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) day's 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.

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 which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes 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.

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.

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.

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: Meals Hill Development - Design
Contract Number: 1964

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.

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.



Legislation Text

File #: ORD 22-0010, **Version:** 1

ITEM TITLE:

#22-10 - Amending the Zoning Map to Effect a Change to Lots 3D and 3F, USS 3563, Plat 2000-4 to Commercial Residential. Second Reading. Adoption.

SUBMITTED BY: Bruce Wall, Senior Planner

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Adopt Ordinance #22-10, amending the zoning map to effect a change to Lots 3D and 3F, USS 3563, Plat 2000-4 to Commercial Residential.

SUMMARY STATEMENT:

Street Address: 3260, 3270, and 3280 Richardson Highway

Legal Description: Lots 3D and 3F, USS 3563, Plat 2000-4

Current Zoning District: Light Industrial (L-I)

Proposed Zoning District: Commercial Residential (C-R)

Comp. Plan Place Type: Mixed Use Center

Property Owner: Lot 3F - Stephanie Holcomb and Lot 3D - Wayne H. Brandenburger

Size: 1.242 Acres

Last year the Valdez city council updated the official zoning maps to reflect zoning changes that have occurred over the past 25 years. Staff believes that Lot 3D and Lot 3F, U.S.S. 3563 were incorrectly designated as Light Industrial zoning on the adopted zoning map. The 1996 Official Zoning Map shows these lots along with Lot 3E designated as Commercial Residential. Ordinance 2016-04 changed the zoning of Lot 3E from Commercial Residential to Light Industrial. It appears that the correct zoning on the adopted map should have been Commercial Residential for Lot 3D and Lot 3F.

On January 26, 2022, the Planning and Zoning Commission requested that Planning Department staff schedule a public hearing for the purpose of changing the zoning designation of this property to correct the error.

On July 13, 2022, following a public hearing, the Planning and Zoning Commission voted to recommend approval to the City Council of the proposed rezone.

Please see the attached findings adopted by the Planning and Zoning Commission with more information about the proposed rezone and the requirements of the city code.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 22-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AUTHORIZING AN AMENDMENT TO THE ZONING MAPS TO EFFECT A CHANGE ON LOTS 3D AND 3F, USS 3563, PLAT 2000-4 FROM LIGHT INDUSTRIAL TO COMMERCIAL RESIDENTIAL

WHEREAS, Ordinance 21-02 adopted new official zoning maps for the City of Valdez; and

WHEREAS, the zoning designation of Lots 3D and 3F, USS 3563, Plat 2000-4 was inadvertently changed to Light Industrial with the enactment of Ordinance 21-02; and

WHEREAS, the owners of the subject parcel agree that the correct zoning of the property should be Commercial Residential; and

WHEREAS, a rezone may only be effectuated if the subject parcel is a minimum of two acres in size, or if the adjacent zoning is the same as the desired zoning; and

WHEREAS, the requirement for the property to be at least two acres or an extension of existing district boundaries is not relevant to this change in district classification because this rezone is being done to correct an error in the adoption of the official zoning maps; and

WHEREAS, the planning & zoning commission found this rezone to be in accordance with the comprehensive plan; and

WHEREAS, the planning & zoning commission held a public hearing on this matter on July 13, 2022 and following discussion approved a recommendation to the city council to approve this rezone and adopted the findings proposed by staff;

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

Section 1: The Zoning Maps of the City of Valdez, Alaska are amended to effect a change to Lots 3D and 3F, USS 3563, Plat 2000-4 from Light Industrial to Commercial Residential.

Section 2: This ordinance becomes effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2022.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

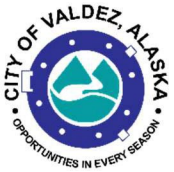
ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Jake Staser, City Attorney
Brena, Bell & Walker, P.C.

First Reading:
Second Reading:
Yeas:
Nays:
Absent:
Abstain:



City of Valdez

ALASKA

Planning Department

USS 3563 Rezone – Proposed Findings

Date: July 13, 2022

File: Rezone 22-08

To: Planning & Zoning Commission

From: Bruce Wall, Senior Planner

General Information

Street Address:	3260, 3270, and 3280 Richardson Highway
Legal Description:	Lots 3D and 3F, USS 3563, Plat 2000-4
Current Zoning District:	Light Industrial (L-I)
Proposed Zoning District:	Commercial Residential (C-R)
Comp. Plan Place Type:	Mixed Use Center
Property Owner:	Lot 3F, Stephanie Holcomb – Lot 3D, Wayne H. Brandenburger
Size:	1.242 Acres

Project description

Last year the Valdez city council updated the official zoning maps to reflect zoning changes that have occurred over the past 25 years. Staff believes that Lot 3D and Lot 3F, U.S.S. 3563 were incorrectly designated as Light-Industrial zoning on the adopted zoning map. The 1996 Official Zoning Map shows these lots along with Lot 3E designated as Commercial Residential. Ordinance 2016-04 changed the zoning of Lot 3E from Commercial Residential to Light Industrial. It appears that the correct zoning on the map should have been Commercial Residential for Lot 3D and Lot 3F.

On January 26, 2022, the Planning and Zoning Commission requested that Planning Department staff schedule a public hearing for the purpose of changing the zoning designation of this property.

Proposed Findings & Conclusions

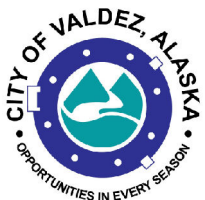
1. Procedure.

- a) On January 26, 2022, the Planning and Zoning Commission initiated the process to change the zoning on Lots 3D and 3F, USS 3563, Plat 2000-4 to Commercial Residential.
- b) A public hearing was scheduled for July 13, 2022 to consider the zoning change.
- c) Notice of the meeting was published in the Copper River Record on June 30, 2022.
- d) Notice of the publication was published in KVAK's e-blast newspaper on June 28, 2022 and July 5, 2022 in accordance with VMC 17.06.060(B)(1) and VMC 17.54.040.

- e) Notice of the meeting was mailed on July 5, 2022 to the 8 property owners within 300 feet of the subject property, in accordance with VMC 17.06.060(B)(2) and VMC 17.54.040.
2. Reasons and justification for proposing such change. VMC 17.54.030(A)
- The change is being proposed to correct the error in 2021 when the zoning designation of these properties was changed with the adoption of the official zoning maps. The 2021 change was done without specific notification to the property owner.
3. Except for the extension of existing district boundaries, no change in any use district classification or an official zoning map shall be considered which contains an area less than two acres. VMC 17.54.020(C)
- a) The property size is 1.242 Acres.
 - b) The 1996 official zoning map indicates that Lots 3D, 3E, and 3F, Plat 2000-4 were zoned Commercial Residential.
 - c) In 2016 Lot 3E was rezoned to Light Industrial and Lots 3D and 3F remained Commercial Residential.
 - d) The property is no longer located adjacent to an existing Commercial Residential district.
 - e) In 2021, with the adoption of the official zoning maps, the subject property zoning was inadvertently changed to Light Industrial.
 - f) The requirement for the property to be at least 2 acres or an extension of existing district boundaries is not relevant to this change in district classification because this rezone is being proposed to correct an error in the adoption of the official zoning maps.
4. The effect the rezone will have on the objectives of the comprehensive plan. VMC 17.54.030(B)
- It is not anticipated that this rezone will have an effect on the objectives of the comprehensive plan.
5. Whether the public necessity, convenience, general welfare, modification of the comprehensive plan, or good zoning practice requires the rezone. VMC 17.54.050
- a) With the enactment of Ordinance 21-02 the subject property's zoning district was inadvertently changed.
 - b) This change in the zoning designation was done without specific notification to the property owner.
 - c) It is in the public interest to ensure that there is due process for all land use decisions concerning private property.
6. Whether the rezone is in accordance with the comprehensive plan. VMC 17.54.050
- The requirement for the rezone to be in accordance with the comprehensive plan is not relevant for this rezone because this rezone is being proposed to correct a recent error in the adoption of the official zoning maps.



Proposed Rezone to Commercial Residential

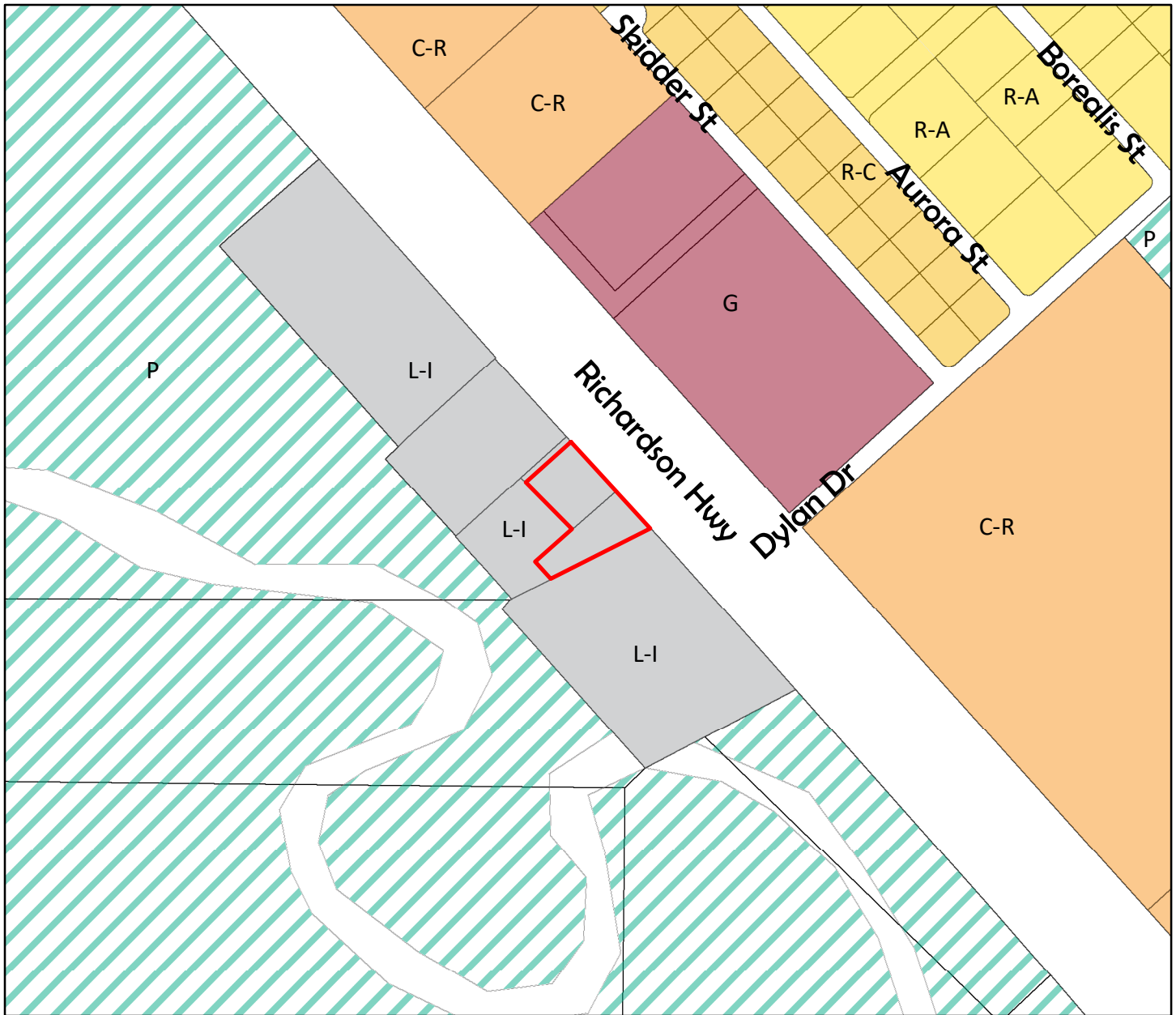


0 100 200 400 Feet

Date: 7/5/2022

Author: City of Valdez Planning

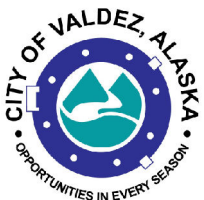
 Subject Properties



Proposed Rezone to Commercial Residential



- Subject Properties
- Public Lands District (P)
- Single Family Residential District (R-A)
- Multiple-Family Residential District (R-C)
- Commercial Residential District (C-R)
- General Commercial District (G)
- Light Industrial District (L-I)
- Unclassified Lands District (UL)



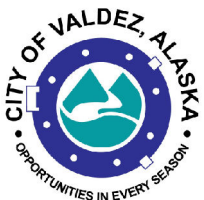
0 200 400 800 Feet

Date: 7/5/2022

Author: City of Valdez Planning



Proposed Rezone to Commercial Residential 1996 Zoning Map

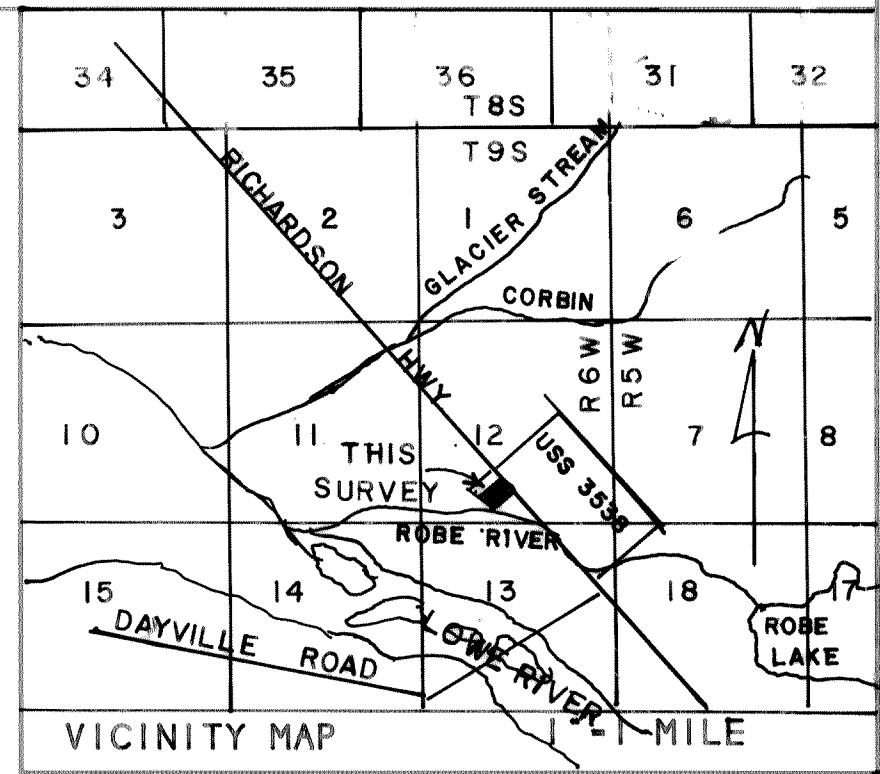


0 100 200 400 Feet

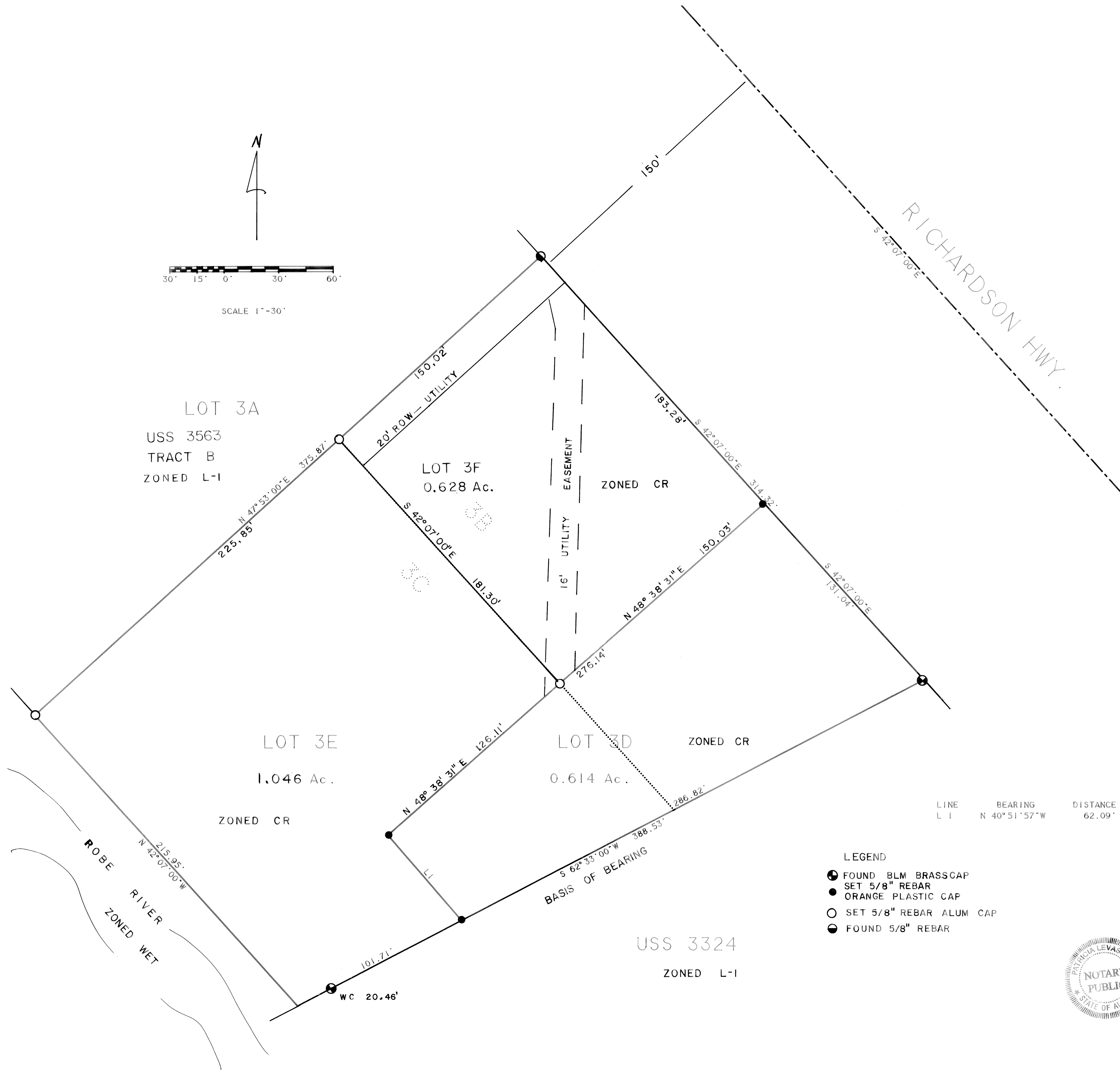
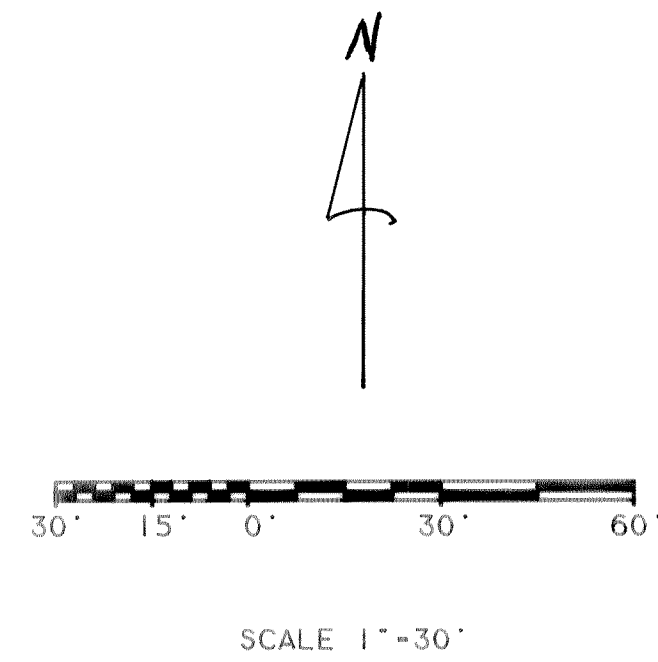
Date: 7/6/2022

Author: City of Valdez Planning

 Subject Properties



SEC. 12. T9S. R6W. C.R.M.



CERTIFICATE of REGISTERED LAND SURVEYOR

I, Clyde E Ruhl, REGISTERED LAND SURVEYOR,
DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE SURVEY
PERFORMED UNDER MY SUPERVISION, AND THAT ALL DISTANCES AND
BEARINGS SHOWN HEREON ARE CORRECT TO THE BEST OF MY
BELIEF.

SIGNED Clyde E Ruhl
REGISTERED LAND SURVEYOR 3098-S



PLANNING and ZONING COMMISSION

THIS PLAT CONFORMS TO THE REQUIREMENTS OF THIS COMMISSION
AND IS HEREBY APPROVED.

SIGNED Les O Dunham DATE 2/7/00
CHAIRMAN
PLANNING AND ZONING COMMISSION

CERTIFICATE of PAYMENT OF TAXES

Carrie Doughman, Deputy CITY CLERK FOR THE CITY
OF VALDEZ, ALASKA. DO HEREBY CERTIFY THAT ALL TAXES LEVIED
AGAINST THE PROPERTY REPRESENTED BY THIS PLAT ARE PAID AS
OF January 31, 2000

DEPUTY CITY CLERK Carrie Doughman DATE 2/7/2000

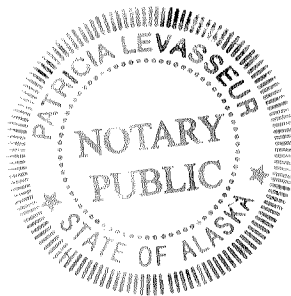
CERTIFICATE of OWNERSHIP and DEDICATION

WE ROBERT/ROSEMARY BASSETT DO HEREBY
CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND
DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAT OF
LAND DIVISION. AND DEDICATE ALL THE EASEMENTS SHOWN HEREON
TO THE PUBLIC IN PERPETUITY FOR USE AS ROAD AND UTILITY
EASEMENTS.

SIGNED Robert J. Bassett DATE 2/2/2000
Rosemary Bassett DATE 2/2/2000

ACKNOWLEDGEMENT of NOTARY

STATE OF ALASKA, THIRD JUDICIAL DISTRICT
THIS IS TO CERTIFY THAT ON THIS 2nd DAY OF February,
BEFORE ME, A NOTARY OF THE PUBLIC IN AND FOR THE STATE OF
ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED
Robert and Rosemary Bassett
WHO SIGNED THIS PLAT AS OWNER OF THIS PROPERTY.
NOTARY OF THE PUBLIC Patricia Levasseur
MY COMMISSION EXPIRES 9-21-2002



2000-4 #20-
RECORDED ☒ FILED ☐
VALDEZ Rec Dis:
Date 2/7, 2000
Time 3:46 p
Requested by CITY OF VALDEZ

PREPARED FOR: ROBERT BASSETT BOX 1472 VALDEZ, AK. 99686	SURVEYOR: CERCO ENGINEERING BOX 513 VALDEZ, AK. 99686
SUBDIVIDE LOTS 3B & 3C, TRACT B LOT 3 U.S.S. 3563 INTO LOTS 3D, 3E, 3F, TRACT B LOT 3 U.S.S. 3563	
FILE: <u>A:\USS3563</u>	DRAWN & CHECKED: JLR CER
SURVEYED: <u>10-12-99</u>	SCALE: <u>1"=30'</u>



Legislation Text

File #: ORD 22-0011, **Version:** 1

ITEM TITLE:

#22-11 - Amending the Zoning Map to Effect a Change to Parcel B, ATS 10, Plat 98-35 to Light Industrial. Second Reading. Adoption.

SUBMITTED BY: Bruce Wall, Senior Planner

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Adopt Ordinance #22-10, amending the zoning map to effect a change to Parcel B, ATS 10, Plat 98-35 to Light Industrial.

SUMMARY STATEMENT:

Street Address: 4380 McKinley Street

Legal Description: Parcel B, ATS 10, Plat 98-35

Current Zoning District: Public Lands (P) and Unzoned

Proposed Zoning District: Light Industrial (L-I)

Comp. Plan Place Type: Working Waterfront

Property Owner: City of Valdez

Size: 8 Acres

On June 22, 2022, the Planning Department received a rezone request from the City of Valdez to change the zoning of Parcel B of Alaska Tideland Survey 10 to Light Industrial.

On July 13, 2022, following a public hearing, the Planning and Zoning Commission approved a recommendation to the City Council to approve the requested rezone.

Please see the attached adopted findings adopted by the Planning and Zoning Commission with more information about the proposed rezone and the requirements of the city code.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 22-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AUTHORIZING AN AMENDMENT TO THE ZONING MAPS TO EFFECT A CHANGE ON PARCEL B, ATS 10, PLAT 98-35 FROM UNZONED AND PUBLIC LANDS TO LIGHT INDUSTRIAL

WHEREAS, City of Valdez is the owner of Parcel B, ATS 10, Plat 98-35; and

WHEREAS, the official zoning map indicates that the subject property is currently zoned as Public Lands with a portion without a zoning designation; and

WHEREAS, the City desires to rezone said property from un-zoned and Public Lands to Light Industrial; and

WHEREAS, a rezone may only be effectuated if the subject parcel is a minimum of two acres in size, or if the adjacent zoning is the same as the desired zoning; and

WHEREAS, the subject property is approximately 8 acres and is in compliance with the minimum size standard for a rezone; and

WHEREAS, the planning & zoning commission found this rezone to be in accordance with the comprehensive plan; and

WHEREAS, the planning & zoning commission held a public hearing on this matter on July 13, 2022 and following discussion approved a recommendation to the city council to approve this rezone and adopted the findings proposed by staff;

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

Section 1: The Zoning Maps of the City of Valdez, Alaska are amended to effect a change to Parcel B, ATS 10, Plat 98-35 from Public Lands and un-zoned to Light Industrial.

Section 2: This ordinance becomes effective immediately upon passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2022.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

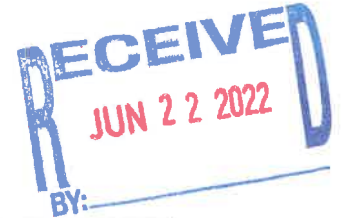
APPROVED AS TO FORM:

Jake Staser, City Attorney
Brena, Bell & Walker, P.C.

First Reading:
Second Reading:
Yeas:
Nays:
Absent:
Abstain:

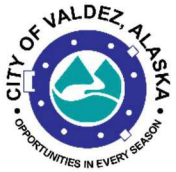


FEE: \$50.00
SITE PLAN
WAIVED 2013 PER
RESOLUTION #12-72



CITY OF VALDEZ
APPLICATION FOR REZONE

APPLICATION NUMBER	DATE 6/22/2022
NAME OF APPLICANT	City of Valdez
ADDRESS OF APPLICANT	PO Box 307, Valdez, AK 99686
DAYTIME PHONE	907-835-4313
LEGAL OWNER	City of Valdez
ADDRESS	PO Box 307, Valdez, AK 99686
PHONE NUMBER	907-835-4313
LOCATION OF PROPERTY AND/OR LEGAL DESCRIPTION/STREET ADDRESS	
Parcel B, Alaska Tideland Survey 10, Plat 98-35	
4380 McKinley Street	
CURRENT ZONING	Public Lands and unzoned
PROPOSED ZONING	Light Industrial
DESCRIPTION OF PROPERTY, INCLUDING SQUARE FOOTAGE OR ACREAGE.	
8 acres consisting of tideland, upland, and filled tideland. The property has been used as a barge loading facility.	
WHY IS THE PROPERTY MORE SUITED FOR THE PROPOSED ZONING DISTRICT THAN FOR THE PRESENT ZONING?	
About half of the parcel does not currently have a zoning designation and the other half is zoned Public Lands. The properties recent usage and proposed usage is more suited for the Light Industrial zoning district and will be an expansion of the adjacent Light Industrial Zone.	
SIGNATURE	DATE
<i>Mr. [Signature]</i>	<i>6/22/22</i>



City of Valdez

ALASKA

Planning Department

COV Barge Lease Site Rezone – Proposed Findings

Date: July 13, 2022

File: Rezone 22-07

To: Planning & Zoning Commission

From: Bruce Wall, Senior Planner

General Information

Street Address:	4380 McKinley Street
Legal Description:	Parcel B, ATS 10, Plat 98-35
Current Zoning District:	Public Lands (P) and Unzoned
Proposed Zoning District:	Light Industrial (L-I)
Comp. Plan Place Type:	Working Waterfront
Property Owner:	City of Valdez
Size:	8 Acres

Project description

The City of Valdez is requesting to change the zoning on Parcel B of Alaska Tideland Survey 10 to Light Industrial. The official zoning map indicates that this property is partially zoned Public Lands and partially unzoned. The city council has recently approved this property to be leased. The resolution approving the lease states, “This lease approval is conditional upon the approval of a rezone of the property from Public Lands to Light Industrial.”

Proposed Findings & Conclusions

1. Procedure.

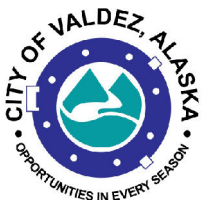
- On June 22, 2022 the Planning Department received a rezone request from the City of Valdez to change the zoning on Parcel B, ATS 10, Plat 98-35 to Light Industrial.
- A public hearing was scheduled for July 13, 2022 to consider the zoning change.
- Notice of the meeting was published in the Copper River Record on June 30, 2022.
- Notice of the publication was published in KVAK’s e-blast newspaper on June 27, 2022 and July 5, 2022 in accordance with VMC 17.06.060(B)(1) and VMC 17.54.040.
- The only property owner within 300 feet of the subject property is the City of Valdez.

2. Reasons and justification for proposing such change. VMC 17.54.030(A)

- The application states, “About half of the parcel does not currently have a zoning designation and the other half is zoned Public Lands. The property’s recent usage and proposed usage is more suited for the Light Industrial zoning district and will be an expansion of the adjacent Light Industrial zone.”
3. Except for the extension of existing district boundaries, no change in any use district classification or an official zoning map shall be considered which contains an area less than two acres. VMC 17.54.020(C)
 - The subject property contains 8 acres and will be an extension of the adjacent Light Industrial zoning district.
 4. The effect the rezone will have on the objectives of the comprehensive plan. VMC 17.54.030(B)
 - a) The proposed rezone is consistent the objectives of the comprehensive plan and will help implement the plan.
 - b) Goal 2.1, Action B, Plan Valdez, states, “Rezone City of Valdez parcels to align with the future land use map.”
 - c) The future land use map with the comprehensive plan designates this property as within the Working Waterfront place type, rezoning the property will align the parcel with the future land use map.
 - d) Goal 3.1, Action A, Plan Valdez, states, “Continue to advocate for the core economies (shipping, fishing, oil, tourism).”
 - e) Rezoning the parcel will allow it to be used for shipping purposes.
 5. Whether the public necessity, convenience, general welfare, modification of the comprehensive plan, or good zoning practice requires the rezone. VMC 17.54.050
 - a) The rezone will be implementing the recently modified comprehensive plan. The City of Valdez comprehensive plan was updated in 2021. This update includes a future land use map that designates this property as within the Working Waterfront place type.
 - b) Changing the zoning district so that the entire parcel is zoned Light Industrial will be implementing the comprehensive plan by making the zoning consistent with how it is indicated on the future land use map.
 - c) The rezone of the parcel to Light Industrial is consistent with its recent and intended use as a barge facility.
 6. Whether the rezone is in accordance with the comprehensive plan. VMC 17.54.050
 - The proposed rezone is in accordance with the comprehensive plan because the future land use map designates this property as within the Working Waterfront place type and light industrial and waterfront industrial are designated as supporting land uses within this place type.



Proposed Rezone to Light Industrial

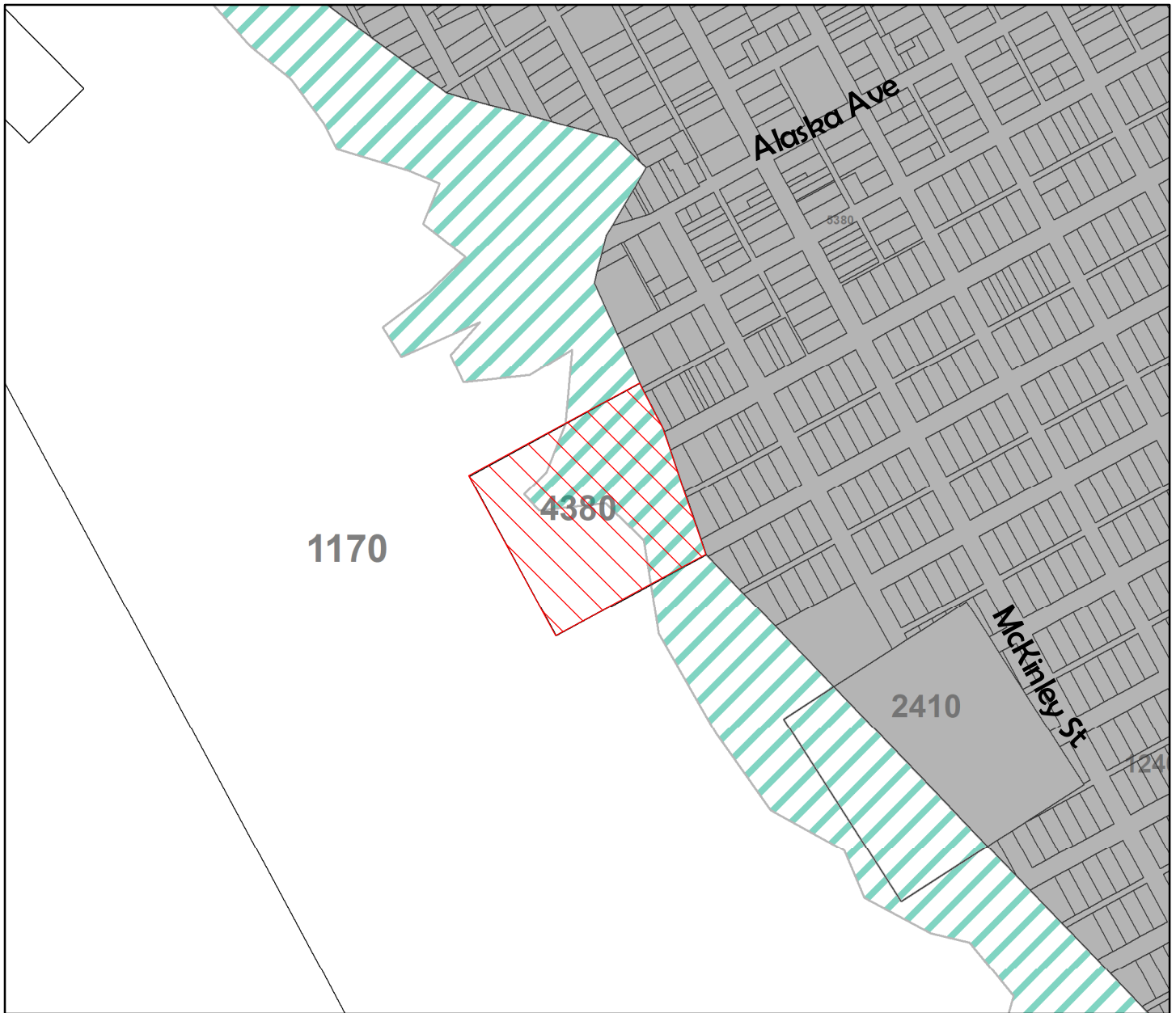


0 125 250 500 Feet

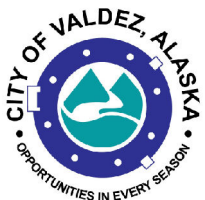
Date: 5/18/2022

Author: City of Valdez Planning

 Subject Property



Proposed Rezone to Light Industrial




0 250 500 1,000 Feet

Date: 5/18/2022

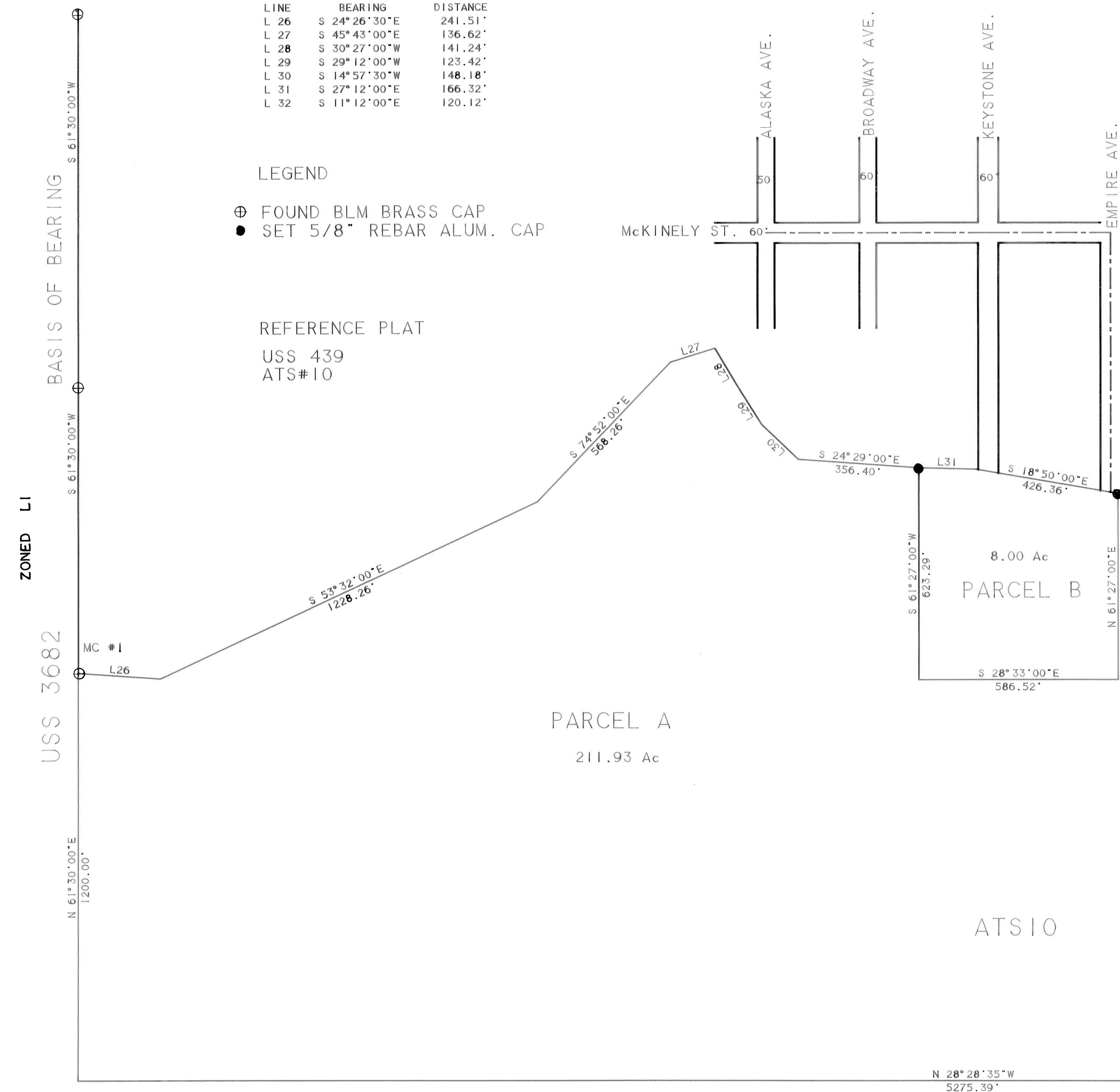
Author: City of Valdez Planning

 Subject Property

Current Zoning

 Light Industrial (L-I)

 Public Lands (P)



LINE	BEARING	DISTANCE
L 26	S 24°26'30"E	241.51'
L 27	S 45°43'00"E	136.62'
L 28	S 30°27'00"W	141.24'
L 29	S 29°12'00"W	123.42'
L 30	S 14°57'30"W	148.18'
L 31	S 27°12'00"E	166.32'
L 32	S 11°12'00"E	120.12'

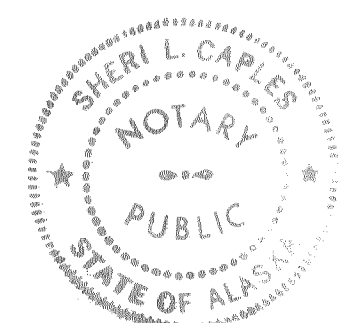
LEGEND

- ⊕ FOUND BLM BRASS CAP
- SET 5/8" REBAR ALUM. CAP

REFERENCE PLAT
USS 439
ATS#10

ACKNOWLEDGEMENT of NOTARY
STATE OF ALASKA, THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY THAT ON THIS 11/14 DAY OF November
BEFORE ME, A NOTARY OF THE PUBLIC IN AND FOR THE STATE OF
ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED
David C. Cobb
WHO SIGNED THIS PLAT AS OWNER OF THIS PROPERTY.
NOTARY of the PUBLIC Sheri L. Caples
MY COMMISSION EXPIRES 11/18/2001



CERTIFICATE of OWNERSHIP and DEDICATION

City of Valdez DO HEREBY
CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND
DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAT OF
LAND DIVISION, AND DEDICATE ALL THE EASEMENTS SHOWN HEREON
TO THE PUBLIC IN PERPETUITY FOR USE AS ROAD AND UTILITY
EASEMENTS.
SIGNED David C. Cobb DATE 11/16/98
DATE _____



SCALE 1" = 200'

CERTIFICATE of REGISTERED LAND SURVEYOR

Clyde E. Ruhl, REGISTERED LAND SURVEYOR,
DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE SURVEY
PERFORMED UNDER MY SUPERVISION AND THAT ALL DISTANCES AND
BEARINGS SHOWN HEREON ARE CORRECT TO THE BEST OF MY
BELIEF.

SIGNED Clyde E. Ruhl
REGISTERED LAND SURVEYOR 3098-S



PLANNING and ZONING COMMISSION

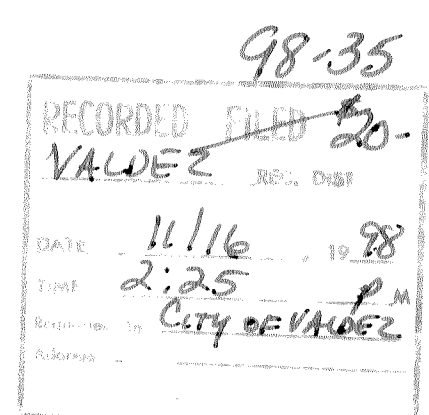
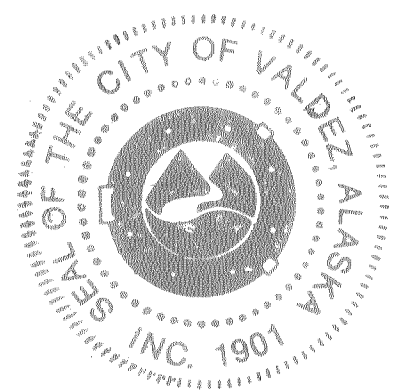
THIS PLAT CONFORMS TO THE REQUIREMENTS OF THIS COMMISSION
AND IS HEREBY APPROVED.

SIGNED [Signature] DATE 11/13/98
CHAIRMAN
PLANNING AND ZONING COMMISSION

CERTIFICATE of PAYMENT OF TAXES

Sheri Caples, CITY CLERK FOR THE CITY
OF VALDEZ, ALASKA, DO HEREBY CERTIFY THAT ALL TAXES LEVIED
AGAINST THE PROPERTY REPRESENTED BY THIS PLAT ARE PAID AS
OF November 16, 1998

CITY CLERK Sheri Caples DATE 11/16/98



PREPARED FOR
CITY OF VALDEZ
P.O. BOX 307
VALDEZ, AK.
99686

SURVEYOR:
CERCO ENGINEERING
P.O. BOX 513
VALDEZ, AK.
99686

SUBDIVIDE ATS 10
into
PARCELS A&B ATS 10
SEC. 3 T9S R6W
C.R.M.

FILE: A:\ATS10-1 DRAWN & CHECKED: LMM CER
SURVEYED: 7-6-98 SCALE: 1" = 200'

PORT VALDEZ



Legislation Text

File #: RES 22-0050, **Version:** 1

ITEM TITLE:

#22-50 - Adopting Revisions to the Permanent Fund Investment Policy Statement and Rescinding Resolution #22-10

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: n/a
Unencumbered Balance: n/a
Funding Source: n/a

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

- The Current Investment Policy Statement or IPS (attached) contains revisions to references related to:
 - Core Real Estate Upper Limit from 13% to 15%
- The Permanent Fund Investment Committee recommends this change to the IPS in order to enable investments held in non-liquid asset classes to remain invested, while maintaining harmony with the IPS
 - Portfolio Advisor Callan, LLC has advised the committee on this change
 - Callan advised this would not materially affect the return objectives
 - Members of the Permanent Fund Investment Committee will be available for comment

CITY OF VALDEZ, ALASKA

RESOLUTION No. 22-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA,
ADOPTING REVISIONS TO THE PERMANENT FUND INVESTMENT POLICY
STATEMENT AND RESCINDING RESOLUTION No. 22-10

WHEREAS, Municipal Code section 3.04.052(B)(2) establishes an ongoing annual review by the Valdez City Council of Permanent Fund investment policies and guidelines; and

WHEREAS, in order to revise the Permanent Fund Investment Policy Statement, it is necessary to rescind Resolution No. 22-10, which previously established investment policies and guidelines; and

WHEREAS, the Permanent Fund Investment Committee seeks Council authorization to revise the Permanent Fund Investment Policy Statement so as to best meet the long-term investment objectives for the Permanent Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that Resolution No. 22-10 is hereby rescinded, and the Permanent Fund Investment Policy Statement, appended as "Attachment A", is adopted.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 17th day of August, 2022.

CITY OF VALDEZ, ALASKA

Alan Sorum, Mayor Pro Tempore

ATTEST:

Sheri Pierce, MMC, City Clerk

ATTACHMENT A

INVESTMENT POLICY STATEMENT

For

City of Valdez Permanent Fund

Approved March 1, 2022 - Resolution No. 22-10

Revised August 17, 2022 - Resolution No. 22-50

Contents

EXECUTIVE SUMMARY	3
<i>Table I: Fund Characteristics</i>	<i>3</i>
<i>Table II: Strategic Asset Allocation</i>	<i>3</i>
<i>Performance Evaluation Benchmark</i>	<i>3</i>
<i>Total Return Objective</i>	<i>3</i>
PURPOSE OF THE INVESTMENT POLICY STATEMENT	4
FUND GUIDELINES	5
<i>Investment Objectives.....</i>	<i>5</i>
<i>Time Horizon</i>	<i>5</i>
<i>Liquidity Analysis</i>	<i>5</i>
<i>Risk Tolerances</i>	<i>5</i>
<i>Asset Allocation</i>	<i>6</i>
<i>Table III: Strategic Asset Allocation *</i>	<i>6</i>
<i>The Domestic Equity Structure</i>	<i>6</i>
<i>The International Equity Structure</i>	<i>6</i>
<i>The Fixed Income Structure:.....</i>	<i>6</i>
<i>Rebalancing of Strategic Allocation</i>	<i>6</i>
DUTIES AND RESPONSIBILITIES	8
<i>Investment Committee</i>	<i>8</i>
<i>City Administration</i>	<i>8</i>
<i>Investment Consultant</i>	<i>9</i>
<i>Investment Managers</i>	<i>9</i>
<i>Custodian.....</i>	<i>10</i>
INVESTMENT MANAGER GUIDELINES	12
<i>General</i>	<i>12</i>
<i>Core Fixed Income.....</i>	<i>12</i>
<i>Global Fixed Income</i>	<i>13</i>
<i>Domestic Equity</i>	<i>14</i>
<i>International Equity</i>	<i>14</i>
<i>Core Real Estate</i>	<i>15</i>
<i>Cash Equivalents</i>	<i>15</i>
SELECTION OF EXTERNAL INVESTMENT MANAGERS	16
PERFORMANCE MONITORING.....	17
<i>Monitoring of Total Fund</i>	<i>17</i>
<i>Monitoring of Investment Managers.....</i>	<i>17</i>
<i>Table IV: Manager Performance Benchmarks.....</i>	<i>17</i>
<i>Watch List</i>	<i>18</i>
<i>Review of Investment Objectives and IPS</i>	<i>18</i>
APPENDIX.....	20

EXECUTIVE SUMMARY

Table I: Fund Characteristics

Assets:	\$243 million (as of 06/30/2022)
Planning Time Horizon:	Long Term (Greater than 10 years)
Risk Tolerance:	Moderate, due to objective to moderately grow purchasing power of the Fund and generate earnings for annual distribution
Income Needs:	Distribute 1.5% of the Fund's value each year to the General Fund

Table II: Strategic Asset Allocation

Asset Class	Lower Limit	Strategic Allocation	Upper Limit
Domestic Equity	25%	29%	33%
International Equity	18%	21%	24%
Fixed Income	34%	40%	46%
Real Estate	7%	10%	15%
Cash Equivalents	0%	0%	10%

The Strategic Allocation denotes acceptable ranges for asset classes except those asset classes where restrictions are placed on contributions and/or redemptions.

Performance Evaluation Benchmark

The Total Fund is expected to produce a total return exceeding that of an index based upon the strategic asset allocation of the Fund and various broad asset classes. Specifically, the Total Fund policy index will be a weighted index comprised of:

<u>Allocation</u>	<u>Benchmark</u>
29%	Russell 3000
21%	MSCI ACWI ex-US IMI
40%	Bloomberg Aggregate
10%	NCREIF ODCE

Total Return Objective

The long-term (greater than 10 years) total return objective of the Fund's investable assets net of investment management fees and prior to distributions is a 4% real return (CPI + 4%).

PURPOSE OF THE INVESTMENT POLICY STATEMENT

The purpose of this Investment Policy Statement (IPS) is to assist the City Administration in effectively investing the assets of the City of Valdez Permanent Fund (the “Fund”) and in monitoring investment results and by communicating the investment objectives to the Investment Consultant and Investment Managers. The IPS is required by the Valdez Municipal Code Chapter 3.04.051 Section B.1. The Fund’s investment program is defined in the various sections of the IPS by:

- Stating in a written document the objectives and guidelines for the investment of Fund assets, including explicit consideration of liquidity needs and risk tolerance;
- Setting forth an investment structure for managing Fund assets. This structure includes various asset classes, asset allocation and acceptable ranges that, in total, are expected to produce an intended level of overall diversification and total investment return over the long-term;
- Providing guidelines for each investment portfolio that controls the level of overall risk and liquidity assumed in that portfolio, so that all Fund assets are managed in accordance with stated objectives;
- Establishing formal criteria to select and monitor the performance results achieved by the Investment Managers on a regular basis;
- Encouraging effective communications between the City Administration, the City Council, the Investment Committee, the Investment Consultant, and the Fund’s Investment Managers; and,
- Complying with all applicable fiduciary, prudence, and due diligence requirements that experienced investment professionals would utilize, and with all applicable laws, rules and regulations from various local, state and federal entities that may impact Fund assets.

FUND GUIDELINES

This section describes the guidelines for the overall management of the Fund, specifically the time horizon, liquidity constraints, risk tolerance, asset allocation, rebalancing, and income distribution needs. All of these factors are incorporated in the asset allocation, which is described in this section.

Investment Objectives

The investment objective of the Fund is to moderately grow the purchasing power of the Fund over time and generate earnings for annual distribution by utilizing a balanced investment approach. The Fund should be managed in a manner that is consistent with prudent levels of risk and diversification, and governed by the prudent investor rule.

Time Horizon

The Fund has a very long time horizon (greater than 10 years). After the annual 1.5% distribution, the Fund's assets are held perpetually in trust for the benefit of the present and future generations of Valdez residents. Thus, the assets are to be invested with a long-term time horizon. The assumptions underlying the asset allocation analysis are based on a ten-year projection of financial markets. While the future of the Fund extends beyond the next ten years, the relevant planning horizon is consistent with the use of the assumptions. The assumptions utilized are consistent with the long run returns, risks, and statistical interrelationships observed among major asset categories.

Liquidity Analysis

Distributions from the Fund will be based on a percentage of market value of 1.5% per year as applied to the last day of the accounting year. Annual distributions will be appropriated on the first business day of the City's fiscal year. The Fund will be rebalanced as necessary to fund such distributions in excess of available dividend and interest income.

Risk Tolerances

The overall risk tolerance of the Fund is heavily influenced by its objective: to moderately grow the purchasing power of the Fund and generate earnings for an annual distribution linked to a percentage of market value. Based on modern portfolio theory, the Fund must have a meaningful equity commitment to moderately grow and protect the Fund from inflation as well as generate earnings for distribution. Such an equity commitment will entail a moderate level of risk, as measured by the volatility of investment returns. The Fund has a long-term investment horizon, which allows the Fund to absorb considerable short-term volatility.

Table III: Strategic Asset Allocation

Strategic Asset Allocation and Asset Class Structure Weights ¹				
Asset Class	Lower Limit	Strategic Allocation	Upper Limit	Asset Class Structure Weights
Domestic Equity	25%	29%	33%	
Large Cap	66.0%	70%	74.0%	20%
Mid Cap	16.0%	20%	24.0%	6%
Small Cap	6.0%	10%	14.0%	3%
International Equity	18%	21%	24%	
Int'l Large/Mid Cap	77.0%	80%	83.0%	17%
Int'l Small Cap	17.0%	20%	23.0%	4%
Investment Grade Fixed Income	34%	40%	46%	
Domestic	64.0%	70%	76.0%	28%
Global	24.0%	30%	36.0%	12%
Real Estate	7%	10%	15%	
Core Open-End	7.0%	100%	15.0%	10%
Cash Equivalents	0%	0%	10%	

¹The Strategic Asset Allocation denotes acceptable ranges for liquid asset classes and the desired ranges

Rebalancing of Strategic Asset Allocation & Sub-asset Classes

The Strategic Asset Allocation in Table III is the target. Some variability around the target is expected and acceptable. Material deviation from the target is undesirable, as it alters the expected risk and return profile for the Fund. Therefore, upper and lower limits are established for each asset class and their sub-asset class components.

When necessary and/or available, cash inflows/outflows will be deployed by Staff in a manner consistent with the strategic asset allocation and their sub-asset class components.

To ensure that the Fund remains within its strategic asset allocation, each quarterly Investment Committee meeting agenda will include an explicit fund rebalancing discussion. The discussion will be based on an asset allocation report generated by Finance Staff reflecting the most recent available market values preceding the Investment Committee meeting.

When liquid asset classes are outside of their strategic asset allocation policy ranges as presented at the time of the Investment Committee meeting, the Investment Committee will direct Staff to rebalance all liquid asset classes and their respective sub-asset class components to their respective targets, or as close as practical.

Additionally, the Investment Committee may at its discretion direct staff to rebalance asset classes and sub-asset classes if they vary from their explicit targets, but are within their target-limits at the time of the quarterly rebalancing discussion.

Rebalancing of illiquid assets, (i.e. asset classes for which cash in-flows and outflows are at the investment manager's discretion), will be separately considered and directed by the Investment Committee. To facilitate this discussion, staff, in consultation with the

Investment Consultant, will provide the Investment Committee with a rebalancing recommendation and anticipated funding date if available.

DUTIES AND RESPONSIBILITIES

Investment Committee

Under the direction of the City Council and in consultation with the City Administration, the Investment Committee shall:

- Provide guidance to the City Administration regarding the investment of the assets of the Fund in accordance with this IPS and Section 6.7(c) of the City Charter.
- Provide guidance on Investment Consultant, Investment Manager(s), and Custodian contracts and selection.
- Provide insight and recommendations to the City Council on investment matters.

City Administration

Under the direction of the City Council and in consultation with the Investment Committee, the City Administration shall:

- Invest the assets of the Fund in accordance with this IPS and Section 6.7(c) of the City Charter.
- For transactions requiring explicit Council approval, City Administration will:
 - Obtain formal Council approval of Investment Committee recommendations at the first available Council meeting following the Committee recommendation.
 - Prepare and execute all needed documents and establish accounts immediately and with maximum expediency following formal Council approval of recommended transactions.
 - Initiate transactions on the first business day following full execution of documents and final preparation of accounts.
- Coordinate Investment Managers, Investment Consultant, and Investment Committee meetings' activities and presentations.
- Administer Investment Consultant, Investment Managers, and Custodian contracts.
- Annually review governing instruments of any mutual funds or other interests in collective and commingled funds to determine that such instruments are substantially consistent with the IPS guidelines set forth herein.

Investment Consultant

The Investment Consultant will provide general consulting services as required by the City in connection with the investment of Fund assets. As directed, the Consultant shall:

- Annually review the IPS to assure it is consistent with the Fund's goals and objectives.
- Annually review the Fund's asset allocation, including updated risk and return projections in order to assess the ability of the Fund to meet its goals and objectives.
- Assist with the selection of Investment Managers and Custodian.
- Conduct a quarterly performance report of the Fund and its investment managers.
- Evaluate and monitor the Fund's Investment Managers on an on-going basis.
- Provide general advice, guidance, and research as required to the Investment Committee.

Investment Managers

The duties and responsibilities of each Investment Manager retained for the Fund include the following:

- Manage Fund assets under its care, custody and/or control in accordance with the IPS objectives and guidelines set forth herein.
- Exercise investment discretion with the IPS objectives and guidelines set forth herein.
- Provide monthly reports of the assets, holdings and transactions, and the total return achieved. Provide quarterly reports with additional detail on the investment strategy and outlook, and performance attribution for the prior quarter. For separate account Fund managers, monthly reports must state whether the portfolio is in compliance with the guidelines, and note the steps being taken to correct any failures to comply.
- Promptly inform the City Administration and Investment Consultant in writing regarding all significant and/or material matters and changes within the investment management firm pertaining to the investment of Fund assets, including, but not limited to:
 - Investment strategy
 - Portfolio structure
 - Firm ownership

- Organizational structure
 - Financial condition
 - Professional staff
 - Recommendations for guideline changes
 - All material, legal, SEC, and other regulatory agency proceedings affecting the firm
 - Significant account losses
 - Significant growth of new business
- Promptly vote all proxies and related actions in a manner consistent with the long-term interests and objectives of the Fund set forth herein. Each manager shall keep detailed records of said voting of proxies and related actions and will comply with all regulatory obligations related thereto.
 - Utilize the same care, skill, prudence and due diligence under the circumstances then prevailing that experienced, investment professionals acting in a like capacity and fully familiar with such matters would use in like activities for like investment programs with like aims in accordance and compliance with all applicable laws, rules and regulations from local, state, federal and international political entities as it pertains to fiduciary duties and responsibilities.
 - Adopt a brokerage policy that ensures that all transactions effected for the Fund are subject to the best price and execution possible.
 - Acknowledge and agree in writing to their fiduciary responsibility to fully comply with the entire IPS set forth herein, and as modified in the future.
 - Provide on an annual basis a disclosure concerning whether the firm makes use of soft dollars. If the firm does use soft dollars, the report shall disclose how the soft dollar benefits are utilized.

Custodian

The Custodian shall:

- Provide safekeeping and custody of securities purchased by Investment Managers on behalf of the Fund.
- Provide for timely settlement of securities transactions.
- Maintain short-term investment vehicles for investment of cash not invested by Investment Managers.
- Check all manager accounts daily to make sure all available cash is invested.
- Collect interest, dividend, and principal payments on a timely basis.
- Process corporate actions.

- Price all public market securities on a daily basis.
- Provide monthly, quarterly, and annual reports.

INVESTMENT MANAGER GUIDELINES

The following guidelines apply to Fund assets managed in a separate account. Any mutual funds or other interests in collective and commingled funds utilized should be reviewed to determine that their governing instruments are substantially consistent with the following guidelines.

General

All guidelines are applicable at the time of purchase. The sale of a security is not automatically required due to a subsequent change in circumstance.

The following transactions are not authorized:

- Short sales or margin transactions
- The use of leverage, except for real estate

Each portfolio will be diversified with regard to specific issuer, industry, and economic sector, in order to reduce risk.

Core Fixed Income

Eligible investments include the following:

- Debt instruments issued by the U.S. government, its agencies and instrumentalities
- Debt instruments that have been issued by domestic entities, including credit, mortgage-backed and asset-backed securities
- Dollar denominated debt issued by non-domestic entities in the U.S.
- Derivative instruments, such as futures, options, and swaps, in which the underlying security is a permissible security are permitted, provided that the use of such instruments do not introduce risks to the portfolio that are not otherwise permitted in this IPS and do not impart leverage to the portfolio.

All securities must be rated “Baa3/BBB-/BBB-” or above.

- When determining credit quality, the middle rating of Moody’s, Standard and Poor’s, and Fitch is used after dropping the highest and lowest available ratings. When a rating from only two agencies is available, the lower (“more conservative”) rating is used. When a rating from only one agency is available, that rating is used to determine credit quality.
- In the event a security is downgraded below the specified minimum rating, the manager shall give written notice to the City Administration within 30 days of the downgrading; the manager shall have six months from the date of the downgrade to sell the security at the best possible price to minimize any loss to the Fund.
- The weighted average credit quality of the portfolio must be rated “Aa3/AA-/AA-” or higher.

No security shall exceed 5% of the market value of the portfolio, with the exception of U.S. government and agency securities.

The duration of the portfolio shall be within plus or minus 20% of the duration of the Bloomberg Aggregate Index.

Global Fixed Income:

- No purchase shall be made that would cause the holding of any one issuer, excluding government issuers, to exceed five percent (5%) of the portfolio valued at market;
- At the time of purchase, no holding should exceed five percent (5%) of the issue outstanding;
- Global managers may hold any mix of fixed income securities and cash equivalents. However, portfolio duration shall be within plus or minus 40% of the duration of the Bloomberg Global Aggregate Bond Index;
- The weighted average credit quality of the portfolio will not fall below "A2/A/A" or equivalent; when determining credit quality, the middle rating of Moody's, Standard and Poor's, and Fitch is used after dropping the highest and lowest available ratings. When a rating from only two agencies is available, the lower ("more conservative") rating is used. When a rating from only one agency is available, that rating is used to determine credit quality;
- No more than twenty percent (20%) of the portfolio may be invested in unhedged non-dollar denominated currencies. Both long and short currency exposures are permissible. The total currency exposure will be determined by adding the net positions within currencies, and the resulting value will contribute to the portfolio's currency exposure on an absolute basis;
- No more than twenty percent (20%) of the portfolio may be invested in securities rated below investment grade;
- No more than twenty percent (20%) of the portfolio may be invested in emerging markets.
- Global managers may use futures, and options on eligible securities, provided that such instruments do not introduce risks to the manager's portfolio that are not otherwise permitted in this Investment Policy and do not leverage the portfolio;
- Global managers may use swaps, forwards, options on forwards, and options on swaps, provided that such instruments do not introduce risks to the manager's portfolio that are not otherwise permitted in this Investment Policy and do not leverage the portfolio;

- Global managers may invest in private placements, providing these investments do not exceed ten percent (10%) of the portfolio. Investments in Rule 144a securities and 4(2) commercial paper are excluded from this limitation.

Domestic Equity

Eligible investments include the following:

- Common stock and preferred stock traded on a U.S. stock exchange or on U.S. over-the-counter markets and denominated in U.S. dollars
- Securities that take the form of American Depositary Receipts (ADRs)
- Securities of investment company shares, such as open-end and closed-end funds
- Securities of unit investments trusts, such as exchange traded funds, are only permitted for the purpose of overlaying cash to generate equity exposure

Foreign equity investments, including foreign stock listed on U.S. exchanges and ADRs, are limited to 15% of the total portfolio.

Investment in any one company shall not exceed the greater of 5% or 1.5 times the stock's weighting in an appropriate market index. If a security is not included in the appropriate index, the limit is 5% of the market value of the portfolio.

Investments in any one sector shall not exceed the greater of 30% or 1.5 times the sector's weighting in an appropriate market index.

Managers shall not hold more than 5% of the portfolio in cash and cash equivalents.

Equity futures may be employed solely for the purpose of overlaying cash to generate equity exposure; the use of other derivative instruments is prohibited without prior approval by the City Administration and Investment Committee.

International Equity

Eligible investments include the following:

- Foreign equity securities, defined as common stock and preferred stock issued by any company that is organized or headquartered in a foreign country, or whose primary business (75% or more) is conducted outside the U.S.
- Securities that take the form of American Depositary Receipts (ADRs), Global Depositary Receipts (GDRs), European Depositary Receipts (EDRs), or similar instruments representing securities of foreign securities
- Securities of investment company shares, such as open-end and closed-end funds
- Securities of unit investments trusts, such as exchange traded funds, are only permitted for the purpose of overlaying cash to generate equity exposure

Investments in companies located in emerging markets shall not exceed 35% of the portfolio's market value.

The manager may enter into foreign exchange contracts on currency provided that use of such contracts is limited to hedging currency exposure existing within the manager's portfolio.

Investment in any one company shall not exceed the greater of 5% or 1.5 times the stock's weighting in an appropriate market index. If a security is not included in the appropriate index, the limit is 5% of the market value of the portfolio.

Investments in any one sector shall not exceed the greater of 30% or 1.5 times the sector's weighting in an appropriate market index.

Managers shall not hold more than 5% of the portfolio in cash and cash equivalents.

Equity futures may be employed solely for the purpose of overlaying cash to generate equity exposure; the use of other derivative instruments is prohibited without prior approval by the City Administration and Investment Committee.

Core Real Estate

Eligible investments include the following:

- Real estate investments in a diversified portfolio of institutional quality, income producing properties held in a collective investment vehicle.

The portfolio shall provide diversification both in terms of property type and geographic location.

Leverage shall be limited to 40% of the portfolio's gross asset value.

Cash Equivalents

Eligible investments include the following:

- Cash and cash equivalents, which may include any security that has an effective duration under one year and/or a weighted average life under one year
- Repurchase Agreements secured by obligations insured or guaranteed by the United States or agencies or instrumentalities of the United States.
- Commercial paper bearing the highest rating of a nationally recognized rating agency.
- Certificates of deposit issued by United States domestic banks which are members of the Federal Deposit Insurance Corporation for which a generally recognized secondary market exists or which are secured fully at all times as to the payment of principal and interest.
- Money market and short-term investment funds consistent with SEC Rule 2a-7 under the Investment Company Act of 1940.
- Deposits with mutual savings banks in Alaska which are fully secured at all times as to the payment of principal and interest.

SELECTION OF EXTERNAL INVESTMENT MANAGERS

To achieve the investment objectives of the Fund, external Investment Managers will be employed to invest the assets. Both separate accounts and collective investment vehicles, such as mutual funds and commingled trusts, may be considered. External managers must meet the following minimum criteria:

- Be a bank, insurance company, independent investment counselor, or investment adviser as defined by the Investment Advisers Act of 1940.
- Clearly articulate the investment strategy that will be followed, provide historical performance associated with the strategy, and document that the strategy is consistent with the IPS guidelines.
- Provide detailed information on the history of the firm, key personnel, key clients, fee schedule, Form ADV, and support personnel.
- Selected firms shall have no outstanding legal judgments or past judgments, which may reflect negatively upon the firm's ability to perform.
- Demonstrate highly ethical business principles and strictly manage potential conflicts of interest.
- Offer a competitive fee structure.
- Fund assets should comprise no more than 10% of total firm assets under management.
- Acknowledge fiduciary duty in managing Fund assets.

PERFORMANCE MONITORING

Monitoring of Total Fund

The Fund is expected to produce a total return exceeding that of an index based upon the strategic asset allocation of the Fund and various broad asset classes. Specifically, the policy index will be a weighted index comprised of:

<u>Allocation</u>	<u>Benchmark</u>
29%	Russell 3000
21%	MSCI ACWI ex-US IMI
40%	Bloomberg Aggregate Bond Index
10%	NCREIF ODCE

The long-term (greater than 10 years) total return objective of the Fund's investable assets net of investment management fees and prior to distributions is a 4% real return (CPI + 4%).

Monitoring of Investment Managers

Quarterly performance will be evaluated to test progress toward the attainment of long-term investment objectives. The following will be reviewed on a quarterly basis:

- Manager's adherence to the guidelines and the duties and responsibilities of Investment Managers, as prescribed above;
- Material changes in the manager's organization, investment philosophy and/or personnel; and
- Comparisons of the manager's results to appropriate indices and peer groups, specifically:

Table IV: Manager Performance Benchmarks

<i>Asset Category</i>	<i>Index</i>	<i>Peer Group Universe</i>
Domestic Large Cap	S&P 500	Large Cap Core
Domestic Mid Cap	S&P 400	Mid Cap Broad
Domestic Small Cap	Russell 2000	Small Cap Broad
International Large/Mid Cap	MSCI ACWI ex-US	Non-US Equity
International Small Cap	MSCI ACWI ex-US SC	Int'l SC
Core Fixed Income	Bloomberg Aggregate	Core Bond
Global Fixed Income	Bloomberg Gbl Agg Hgd	Global Fixed Income
Core Real Estate	NCREIF ODCE	Open End Real Estate

Long-term performance standards should measure an Investment Manager's performance from inception and on a rolling 10-year return basis in relation to an appropriate market index. If an Investment Manager fails to generate a return premium

in excess of the agreed-upon index, then, upon completion of appropriate due diligence or such other steps as the Committee determines, the Committee may decide to place on Watch List or recommend to City Council to terminate the contract with the Investment Manager.

Short-term performance standards should measure an Investment Manager's performance on a rolling 3-year return basis (or since inception if less than 3 years) in relation to an appropriate peer group. Each Investment Manager is to be measured against the median return of a previously agreed-upon peer group of investment managers with similar investment styles.

Notwithstanding any other provision of this IPS, the City Council, on the recommendation of the Investment Committee, retains the right to terminate the contract with, and the services provided to the City of Valdez by an Investment Manager at any time. The City Council will make the decision to retain or terminate an Investment Manager based on the Committee's reasoned judgment and its confidence in the Investment Manager's ability to perform in the future.

Watch List

A number of factors may contribute to a manager's over- or under-performance at any given time: market dynamics, investment skill, and/or pure chance. Given this uncertainty, it is unwise to mandate termination purely for lagging performance at any specific point. A Watch List will be utilized to identify managers whose performance and/or organization changes are cause for concern.

At the discretion of the Investment Committee, a manager may be included on the Watch List based on both qualitative and quantitative criteria detailed above. Once a manager is placed on a Watch List, the manager will be notified and performance will be closely monitored and scrutinized. An update on the manager as well as recommendation from the Investment Consultant to terminate or retain the manager must be made to the Investment Committee at each subsequent meeting after inclusion on the Watch List. Organizational issues that have been resolved in a satisfactory manner and improved performance relative to an index and/or peer group will be used as an indicator to remove a given manager from the Watch List.

Review of Investment Objectives and IPS

The Investment Committee will review annually the achievement of the Fund's investment objectives and monitor performance on a quarterly basis, based on the evaluation criteria set forth in this IPS. The annual review will focus on the continuing feasibility of achieving the investment objectives and the continued appropriateness of the IPS. It is not expected that the IPS will change frequently; in particular, short-term changes in the financial markets generally should not require an adjustment in the IPS.

The IPS will be reviewed annually by the Investment Committee. However, specific policy issues may be visited whenever the Investment Committee deems it necessary. Specific occurrences which might suggest to the Committee an earlier review are:

- Changes in the distribution policy.

- The availability of acceptable new asset classes, or the improvement of data on previously known but inadequately understood asset classes to the point where the asset class might reasonably be considered.
- The availability of new technology, the application of which the Investment Committee believes will improve the IPS.
- The passage of relevant new legislation or regulations

APPENDIX



Legislation Text

File #: 22-0443, **Version:** 1

ITEM TITLE:

Procurement Report: Professional Services Agreement with Professional and Technical Services, Inc. in the Amount of \$43,688.00

SUBMITTED BY: Paul Nylund - Senior Planner / GIS Technician

FISCAL NOTES:

Expenditure Required: \$43,688.00
Unencumbered Balance: \$340,600.00
Funding Source: 001-5500-43400

RECOMMENDATION:

Receive and File Report

SUMMARY STATEMENT:

The City of Valdez has entered into a Professional Services Agreement (PSA) with Professional and Technical Services (PTS), Inc., for survey and platting services in regards to ADL 58905/ASLS 2021-07.

The scope of work is more specifically described in the attached proposal dated June 7th, 2022.

This survey is a part of the Municipal Entitlement Program, which allows municipalities to receive State of Alaska land following a selection process and land survey. The approximately 160 acres that are to be included in this survey were selected in 1972, and approved in 1974. Following the completion of this survey, which needs to be approved by the DNR Platting and Surveying Section as well as the City of Valdez Planning and Zoning Commission, a patent will be issued to the City of Valdez for the land.

The field work for this survey is to be completed this summer/fall, and the drafting this upcoming winter. The preliminary plat is to be submitted to the DNR for review no later than November 30, 2022. This selection is located in the Mineral Creek drainage, mostly west of Mineral Creek, and encompasses most of the West Dike multi-use trails and a little of the cross country ski trails (see attached map).

This report is filed per City Procurement Code 2.80.040.



June 7, 2022

Paul Nyland
City of Valdez, Senior Planner/GIS Technician
PO Box 307
Valdez, AK 99686

**Subject: ASLS 2021-07/ADL 58905 Municipal Entitlement Survey
Request for quote for professional Survey Services**

Dear Mr. Nyland

Professional & Technical Services, Inc. (PTS) is pleased to present this quote to provide professional survey services for ASLS 2021-07 Municipal Entitlement Survey for the City of Valdez (COV).

Scope of Services

The PTS team will provide the necessary Survey and Platting services to complete the subdivision of protracted Section 30, Township 8 South, Range 6 West, Copper River Meridian, located in Valdez. The result of the survey will divide the 160 Acres into two parcels and facilitate the conveyance of title of the land per AS29.65, pursuant to the Final decision for ADL 58905.

Mike Rucinski will be the Professional Surveyor responsible for managing all aspects of this field survey and drafting of the plat. Mike will assure that the plat meets all the standards in the Special Survey Instructions issued by the State of Alaska Department of Natural Resources (DNR), the platting requirements of the Valdez Recording district and Valdez City Code. He will also be the direct point of contact with DNR and COV staff. Staff support to Mike will include Jon Petrunic, Survey Technician, and other members of PTS staff if needed. The proposed PTS staff members gained recent Valdez land surveying experience while conducting right of way and topographic survey services for the Pavement Management, Phase I and Phase II projects.

Deliverables will include the following:

1. Detailed field notes and computations
2. Photos of all recovered and set monuments with accessories.
3. All GNSS Data, including raw data files and adjustment files.
4. Opus solution for monument used as basis of coordinates.
5. Civil 3D drawing of final plat.
6. Final signed mylar plat to be recorded.

Fee

PTS proposes to provide the scope of services discussed above on a time and expenses basis for an amount not to exceed \$43,688 without further authorization from Valdez. Anticipated tasks and their associated estimated hours are presented in the attached fee estimate. Hourly rates are as presented in the attached Fee Schedule.

Assumptions

- Cost for lodging is an estimate based on lodging prices from earlier work trips to Valdez. Lodging and Per Diem will be billed at actual cost.
- PTS will complete the survey by making 2 trips to Valdez - once for the boundary and stream meander data collection and a second to set the final monuments.
- All computations and drafting will be performed in PTS's Anchorage office.
- COV will provide Certificate to Plat (Title report), or PTS is willing to order this at cost plus a 10% markup.
- There will be no COV public meeting required for the platting process.
- COV will obtain all signatures needed on the final plat.
- COV will pay all the platting fees for applications and final plat recording, or PTS is willing to provide these payments at cost plus a 10% markup.

Thank you for the opportunity to provide this proposal. PTS is prepared to begin work on the field survey during the summer of 2022 and submit the preliminary plat and supporting documents to DNR for review no later than November 30, 2022. It is expected that we will complete the survey for recordation by end of summer 2023.

Please contact me or Mike Rucinski have any questions.

Sincerely,



Dean K. Karcz, P.E.
President

Attachment: Fee Estimate
PTS 2022 Fee Schedule

ASLS 2021-07 Municipal Entitlement Survey

ASLS 2021-07 Municipal Entitlement Survey	TOTAL COST				\$43,688					
	Principal	Sr Reg Engineer	Sr Reg Surveyor	One-Man Survey Crew	Two-Man Survey Crew	Two-Man Survey Crew OT	Admin	Misc Expenses	Comments	
Description	Karcz	Kirsch	Rucinski				Daskam			
RATE	\$180	\$175	\$175	\$210	\$260	\$338	\$90			
Task 1 Survey Services										
Project Management and Coordination	12						12			
Project Research (record drawings, site visits, communication)			2							
Platting Meetings	2		4							
Mobilization/Demobilization					32				For two visits to Valdez	
Boundary Survey (8 Monuments)					8	4				
Field survey					8				Includes creek meander, and any encroachments	
Preliminary Plat drafting			40							
Data Processing & Boundary determination			8							
Preliminary Plat Submittal Doc Prep and copies	1		8						Includes field report	
Utility Company Utility Resolution (SOA)			4							
Final Plat drafting			16							
Final Plat Revisions (Per Review Comments from DNR, Valdez Recording district and COV)			24							
Project Review	4									
Final Plat Submittal Preparation			8					\$100		
Final Monumentation					8	2		\$300	Survey Monuments	
Lodging								\$1,200	4 nights 2 People in Air BNB	
Per Diem								\$1,050	2 People 7 days	
TOTAL HOURS	19	0	114	0	56	6	12			
SUBTOTAL COST	\$3,420	\$0	\$19,950	\$0	\$14,560	\$2,028	\$1,080	\$2,650		\$43,688



FEE SCHEDULE

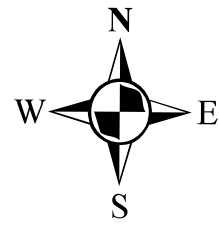
Principal	\$185/hour
Senior Project Manager/Engineer/Surveyor	\$175/hour
Project Manager/Engineer/Surveyor 2.....	\$150/hour
Project Manager/Engineer/Surveyor 1.....	\$145/hour
Junior Project Manager/Engineer/Surveyor.....	\$135/hour
Engineering/Surveying Technician 7.....	\$155/hour
Engineering/Surveying Technician 6.....	\$145/hour
Engineering/Surveying Technician 5.....	\$135/hour
Engineering/Surveying Technician 4.....	\$125/hour
Engineering/Surveying Technician 3.....	\$115/hour
Engineering/Surveying Technician 2.....	\$100/hour
Engineering/Surveying Technician 1.....	\$90/hour
Administrative Assistant.....	\$90/hour
Courier/Intern.....	\$75/hour
One-Man Survey Crew w/ GPS.....	\$210/hour
Two-Man Survey Crew w/GPS	\$260/hour

SUPPLIES AND SERVICES

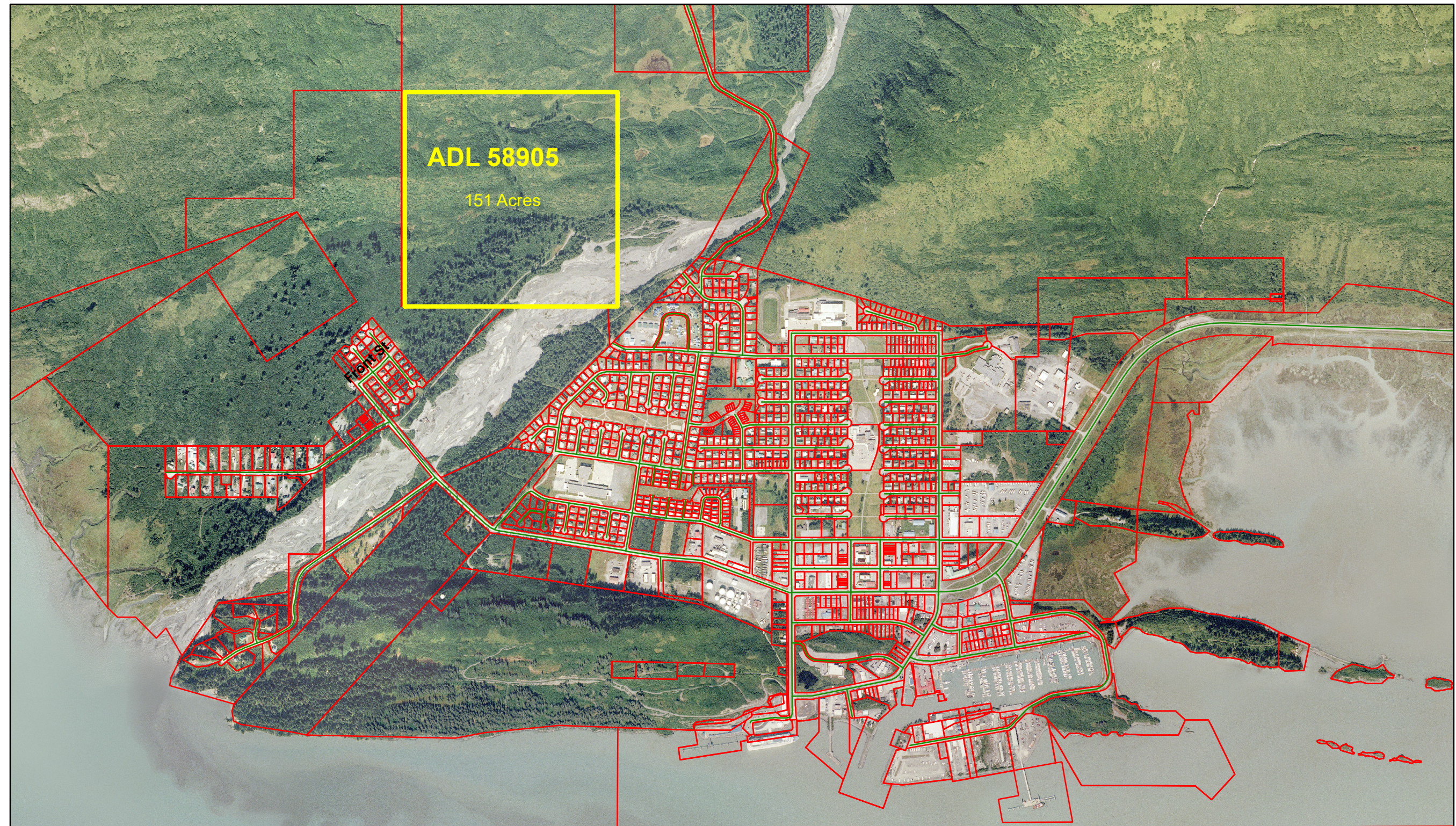
Xerox (8-1/2 x 11)	\$0.15/copy
Xerox (11 x 17).....	\$0.30/copy
Color Copy	\$1.50/copy
Vellum and Bond Plots	\$2/square foot
Reproducible Mylar Plots	\$3.50/square foot
Utility Pole Camera.....	\$250/day
Equipment Rental.....	Invoice Price

Notes:

1. Overtime rates (over 8 hours/day or 40 hours/week) will use a multiplier of 1.3 of the above rates.
2. Reimbursable expenses, including, but not limited to sub-consultants, will be billed at cost plus 10%.
 - a. Mileage will be based on the IRS rate.



ADL 58905 / ASLS 2021-07



0 750 1,500 3,000 Feet

THE DATA CONTAINED HEREIN IS COMPILED FROM SEVERAL SOURCES,
SOME UNRELATED TO THE CITY OF VALDEZ, WITH DIFFERENT LEVELS OF PRECISION.
PLEASE NOTE, WHILE THE INFORMATION IN OUR GIS IS BELIEVED TO BE RELIABLE,
IT IS NOT GUARANTEED TO BE ACCURATE.



Legislation Text

File #: 22-0444, **Version:** 1

ITEM TITLE:

City Manager's Report 8-17-2022

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:

Mayor Scheidt and I met with Senate Candidate Kelly Tshibaka to discuss issues impacting Valdez, including the Sewer Force Main and Meals Hill Improvements. We also discussed potential answers to Valdez child care challenges with the candidate. The meeting took Saturday, August 6th in City Council Chambers.

Senator Murkowski also met with me and Mayor Scheidt to discuss the current EDA grant opportunity for Meals Hill and the Sewer Force Main project. Childcare was also discussed.

Assistant City Manager/Capital Facilities Director Nate Duval and I will meet with the Commissioner of DNR on August 26th to discuss alternatives for the Lowe River. Kim Hutchinson, State Lobbyist, will be on hand as well and is responsible for arranging the meeting.

Departments are preparing budgets throughout August and City Manager review of these will occur in September.

The latest revenues from the hotel bed tax are ahead of 2018, 2020, and 2021. Collections should be available at the end of October and should show a record year. In 2021 the Bed Tax collected approximately \$500,000.



Legislation Text

File #: 22-0445, **Version:** 1

ITEM TITLE:

IIMC Thank You

SUBMITTED BY: Elise Sorum-Birk, Deputy Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Receive and File.

SUMMARY STATEMENT:

See attached thank you note to the City of Valdez for support of IIMC.

Shari,

I want to again thank you and the City of Valdey for your generous support of the IIMC All. Conference Event. I hope you enjoyed the tastes and sounds from the South!

I also want to thank you for your service to IIMC as it's members. I know it was a lot of work but you did a great job!

Thank you again for everything!

Shari Whitey

City of North Little Rock

