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**CITY OF HOMER  
HOMER, ALASKA**

City Manager

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**RESOLUTION 23-119**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA APPROVING A CONTRACT WITH AGNEW BECK CONSULTING OF ANCHORAGE, ALASKA, FOR AN AMOUNT NOT TO EXCEED \$650,000 FOR THE PURPOSE OF DEVELOPING A NEW COMPREHENSIVE PLAN AND A COMPLETE UPDATE OF THE TITLE 21 ZONING AND PLANNING CODE AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, At the October 10, 2022, City Council Meeting, staff provided a memorandum recommending a two-stage process, a Request for Qualifications and a Request for Proposals, for soliciting professional planning services to develop a new Comprehensive Plan and a complete update of the Title 21 Zoning and Planning Code; and

WHEREAS, The Request for Qualifications was advertised in the Homer News October 27, 2022 and November 3, 2022, and sent to two plans rooms in the state and three plans rooms out of state, and posted on the city website; and

WHEREAS, Qualifications were due by 4:30 p.m. Friday December 9, 2022 and four statements of qualifications were received by the City Clerk's Office; and

WHEREAS, A committee reviewed statements of qualifications on December 13, 2022, selecting three of the four firms for the second stage Request for Proposals process; and

WHEREAS, Proposals were due by 4:30 p.m. Friday January 20, 2023 and three proposals were received by the City Clerk's Office; and

WHEREAS, A committee reviewed proposals on February 1, 2023, selecting the firm of Agnew Beck Consulting of Anchorage, Alaska as the most responsive fitting the requirements of the City; and

WHEREAS, Resolution 23-017 was approved at the February 27, 2023 Council meeting;  
and

WHEREAS, Resolution 23-017 for the contract award was vetoed by Mayor Castner; and

WHEREAS, Ordinance 23-11 reduced the project budget from \$650,000 to \$250,000; and

44 WHEREAS, The City of Homer Biennial FY24/25 Capital Budget included \$400,000 for the  
45 Comprehensive Plan update; and

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47 WHEREAS, The project scope of work needs to clarify that the comprehensive plan  
48 components to update include the 2018 Comprehensive Plan, 2011 Spit Comprehensive Plan,  
49 2006 Town Center Development Plan; and

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51 WHEREAS, The project scope of work needs to establish deliverables and review time  
52 built into the entire process including a 35%, 65%, 95%, and final deliverable for both the  
53 Comprehensive Plan and Title 21 Zoning and Planning Code; and

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55 WHEREAS, The project scope of work needs to create a steering committee to aid in the  
56 guidance of developing the comprehensive plan and zoning code update; and

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58 WHEREAS, This award is not final until notice is received by Agnew Beck Consulting  
59 from the City of Homer.

60  
61 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby  
62 awards the contract for developing a new Comprehensive Plan and a complete update of the  
63 Title 21 Zoning and Planning Code to Agnew Beck of Anchorage, Alaska in an amount not to  
64 exceed \$650,000 and authorizes the City Manager to negotiate and execute the appropriate  
65 documents.

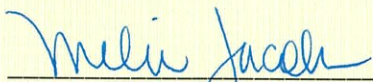
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67 PASSED AND ADOPTED by the Homer City Council this 23<sup>rd</sup> day of October, 2023.

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69 CITY OF HOMER

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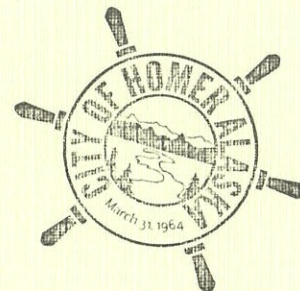
71  
72 KEN CASTNER, MAYOR

73 ATTEST:

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76 MELISSA JACOBSEN, MMC, CITY CLERK

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78 Fiscal note: Ordinance 23-11 appropriates \$250,000, Ordinance 23-23 appropriates \$400,000





# MEMORANDUM

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**Resolution 23-119, A Resolution of the City Council of Homer, Alaska Awarding a Contract to Agnew::Beck Consulting of Anchorage, Alaska for an Amount not to Exceed \$650,000 for the Purpose of Developing a New Comprehensive Plan and Complete Update of the Title 21 Zoning and Planning Code and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager.**

**Item Type:** Backup Memorandum  
**Prepared For:** City Council  
**Date:** October 1, 2023  
**From:** Ryan Foster, City Planner  
**Through:** Rob Dumouchel, City Manager

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In the interest of hiring a consultant firm to provide professional services to update the Comprehensive Plan and the Title 21 Zoning and Planning Code, staff conducted a two-stage process as noted in the Memorandum to City Council on October 10, 2022:

- Stage 1 - Request for Qualifications (RFQ): Statement of Qualifications were submitted by Agnew Beck Consulting of Anchorage, Alaska, Camiros of Chicago, Illinois, R&M Consultants, Inc. of Anchorage, Alaska, and Umiaq Environmental, LLC of Anchorage, Alaska.

Submittals were evaluated and scored by a selection panel that consisted of Rick Abboud, City Planner, Julie Engebretsen, Economic Development Manager, and Ryan Foster, Special Projects Coordinator in accordance with the scoring criteria in the RFQ. Agnew Beck Consulting, R&M Consultants and Umiaq Environmental, LLC met the necessary qualifications and were selected for the Stage 2 RFP process. Camiros was not selected for the Stage 2 RFP process.

- Stage 2 - Request for Proposals (RFP): Proposals were submitted by Agnew Beck Consulting of Anchorage, Alaska, R&M Consultants, Inc. of Anchorage, Alaska, and Umiaq Environmental, LLC of Anchorage, Alaska.

Submittals were evaluated and scored by a selection panel that consisted of Rick Abboud, City Planner, Julie Engebretsen, Economic Development Manager, and Ryan Foster, Special Projects Coordinator in accordance with the scoring criteria in the RFP (See attached). Agnew Beck Consulting had the highest score and was found to be compliant and qualified to meet the specifications to provide work required for this project. Agnew Beck Consulting, based in Anchorage, Alaska, has assembled a project team with extensive planning experience in coastal Alaska, including many projects in Homer. Project team members include Stantec, Northern Economics, Respec, Kinney Engineering, and Corvus Design. This proposal was the only one that met the required Phase II Title 21 Zoning and Planning Code scoring criteria.

Resolution 23-017 for contract award was approved at the February 27, 2023 Council meeting and vetoed by Mayor Castner. Ordinance 23-11 reduced the project budget from \$650,000 to \$250,000 for the zoning code update. The City of Homer Biennial FY24/25 Capital Budget included \$400,000 for the Comprehensive Plan update, returning the total project funding to \$650,000.

RECOMMENDATION: Adopt a Resolution awarding the contract for the Comprehensive Plan and Title 21 Zoning and Planning Code to Agnew Beck Consulting of Anchorage, Alaska. In addition, the following recommendations have been included in the draft contract scope of work:

- Clarify that the comprehensive plan components to update include the 2018 Comprehensive Plan, 2011 Spit Comprehensive Plan, and the 2006 Town Center Development Plan.
- Establish deliverables and review time built into the entire process including a 35%, 65%, 95%, and final deliverable for both the Comprehensive Plan and Title 21 Zoning and Planning Code.
- Create a steering committee to aid in the guidance of developing the comprehensive plan and zoning code update.

#### Attachments

Memorandum to City Council provided in the City Manager's Report at the October 10, 2022, City Council Meeting

RFQ for Comprehensive Plan and Zoning Code Update (Includes scoring requirements)

RFP for Comprehensive Plan and Zoning Code Update (Includes SOW and scoring requirements)

Draft Contract with Scope of Work

Draft Project Schedule



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Office of the City Manager

491 East Pioneer Avenue  
Homer, Alaska 99603

[citymanager@cityofhomer-ak.gov](mailto:citymanager@cityofhomer-ak.gov)

(p) 907-235-8121 x2222

(f) 907-235-3148

## Memorandum

TO: Mayor Castner and Homer City Council

FROM: Ryan Foster, Special Projects Coordinator

DATE: September 27, 2022

SUBJECT: Request for Proposal/Request for Qualifications for Updating the Comprehensive Plan and Zoning Code

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An update of the Comprehensive Plan and modernization of the Zoning Code was identified as a Council priority during the 2022 Visioning work session held in March at the Pratt Museum. The Title 21 Zoning and Planning Code has been updated in sections over the years, but it has not had a significant update in decades. It is generally viewed as difficult to work with by the public and City staff and unable to achieve the vision and goals currently set out in the Comprehensive Plan. The Comprehensive Plan underwent a technical update in 2018, but since the Zoning and Planning Code implements the vision of the Comprehensive Plan, it is highly recommended to undergo a full update of the Comprehensive Plan in advance of a Code rewrite.

Given the above current situations, City staff are proposing to move forward on a two-phase project, starting with a new Comprehensive Plan and ending with a complete update of the Title 21 Zoning and Planning Code. In hiring a consultant firm to fully update the two most important regulatory documents for planning and development in the City of Homer, staff recommends a two-stage process:

- Stage 1 - Request for Qualifications (RFQ): Reviewed and scored by a selection committee.
- Stage 2 - Request for Proposals (RFP): Those firms selected through the RFQ process will then submit an RFP, with a not to exceed amount of \$650,000, for review by a selection committee that will evaluate the proposals and make a recommendation to the City Manager.

An additional component necessary for project success is a budget of \$30,000 for advertising, outreach, and materials, such as food, for public meetings.

### **Comprehensive Plan Update (Phase I)**

What it is: A Comprehensive Plan establishes, at a high level, a vision, goals, and objectives for the future development of the City. A new Comprehensive Plan would directly influence and guide the complete update of the Title 21 Zoning and Planning Code, established as Phase II of this project. This plan also helps determine the best approach to the topics of parking, density, form/layout, mobility/connectivity, building height, sustainability, green infrastructure, and coordinating land use and transportation plans to name a few.

### What Homer gets:

1. Delivery of a completely updated Comprehensive Plan.
2. A vision and guidance for the update of the Title 21 Zoning and Planning Code.
3. Public and key stakeholder outreach to better inform and guide the Comprehensive Plan.
4. Detailed consideration of the topics of parking, density, form/layout, building height, mobility/connectivity, sustainability, and green infrastructure.
5. Alignment of the Comprehensive Plan with Council Goals, Master Transportation Plan and Non-Motorized Trails and Transportation Plan (currently under development), Homer Spit Plan, and the Town Center Development Plan.
6. Presentation of the Comprehensive Plan to the Planning and Zoning Commission, Economic Development Commission, and City Council public hearings for recommendation and approval.
7. Consultants, by taking on the bulk of the project (with a limited support role by City staff), free up City staff to continue to provide day-to-day services, ensures on-time project deliverables, and utilizes consultant subject matter expertise.

What Homer receives when complete: A Comprehensive Plan that guides the future development of the City over the next 20 years and addresses the unique planning challenges of the community, such as limited developable land, a strong demand for housing, and consideration of our unique geographical and topographical conditions.

### **Title 21 Zoning and Planning Code Update (Phase II)**

What it is: The City's Title 21 Zoning and Planning Code defines the processes, establishes zoning districts, and associated development standards for land use development in the City. The Zoning and Planning Code is the regulatory framework that implements the vision, goals, and objectives established in the Comprehensive Plan.

### What Homer gets:

1. Delivery of a completely updated Title 21 Zoning and Planning Code.
2. A modernized code by bringing the standards up to date by applying measures that reflect contemporary best practices, land use trends, and market demands, while improving efficiency and user friendliness into the code.
3. A code that provides for the implementation of the vision of the new Comprehensive Plan.
4. Consultants conduct all public and key stakeholder outreach to better inform and guide the new code.
5. Alignment of the new Title 21 Zoning and Planning Code with the new Comprehensive Plan, Master Transportation Plan and Non-Motorized Trails and Transportation Plan (currently under development), Homer Spit Plan, and the Town Center Development Plan.
6. Presentation of the new Title 21 Zoning and Planning Code to Planning and Zoning Commission and Council public hearings for recommendation and approval.
7. Consultants, by taking on the bulk of the project (with a limited support role by City staff), free up City staff to continue to provide day-to-day services, ensures on-time project deliverables, and utilizes consultant subject matter expertise, especially in writing code.

What Homer receives when complete: An updated Title 21 Zoning and Planning Code that will allow the City to realize the vision and goals defined in the Comprehensive Plan with updated processes and development standards. In addition, greater efficiency, clarity, and user friendliness will be built into the zoning code.

Attachments

Request of Qualifications for Comprehensive Plan and Zoning Code Update

Request for Proposal for Comprehensive Plan and Zoning Code Update

**Request for Qualifications  
By the City of Homer, Alaska  
Professional Services to Update  
Homer's Comprehensive Plan and Title 21 Zoning and Planning Code**

The City of Homer is soliciting qualifications from firms to perform the work of updating the City of Homer Comprehensive Plan and Title 21 Zoning and Planning Code. Statements of qualifications will be received at the Office of the City Clerk, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until **4:30 P.M., on Friday, November 18, 2022**. The time of receipt will be determined by the City Clerk's time stamp. Statements received after the date and time specified will not be considered. No electronic submissions will be accepted.

All Firms interested in submitting their qualifications for consideration for this project must submit a **City of Homer Plan Holder Registration Form to be on the Plan Holder's List and to be considered responsive**. This form must be submitted separately from qualification submissions. Plan holder registration forms and Request for Qualification packages are available online at <http://www.cityofhomer-ak.gov/rfps>

The work will consist of two phases:

Phase I: Helping the City of Homer complete a new Comprehensive Plan

Phase 2: Helping the City of Homer update the Zoning and Planning Code.

The work will include involvement with stakeholders, including, but not limited to the City Council, City staff, community members, and community interest organizations. Timeline for completion of this work is two years, one year for each phase of the project.

All submissions will be evaluated and the City will issue an invitation to submit a proposal to those firms selected as most qualified to perform the work as described.

Please direct all questions regarding this project to:

**Ryan Foster, Special Projects Coordinator  
City of Homer, Administration  
491 E. Pioneer Avenue  
Homer, Alaska 99603  
907-299-8529**

City of Homer reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to award the contract to the respondent that best meets the selection criteria.

Dated this 26<sup>th</sup> day of October, 2022.

CITY OF HOMER



Robert Dumouchel, City Manager

Publish: Homer News 11/03 & 10/22

Ad#: 22-



# **City of Homer**

## **Request for Qualifications**

### City of Homer Comprehensive Plan and Title 21: Zoning and Planning Code Update

Issue date: October 26, 2022



**Submittal Deadline:**

**4:30 pm, November 18, 2022**

**City Clerk's Office  
City of Homer  
491 E Pioneer Avenue  
Homer, Alaska 99603**



# **City of Homer Comprehensive Plan and Zoning and Planning Code Updates**

**Issue date: October 21, 2022**

The City of Homer is soliciting qualifications from qualified firms to perform the work for **City of Homer Comprehensive Plan and Title 21: Zoning and Planning Code Updates**.

The first Homer Comprehensive Plan was adopted in 1954. The most current comprehensive plan is the 2018 edition, which received a technical update. A new Comprehensive Plan is necessary to establish a current vision, goals, and objectives for the future of the City and a new zoning code will be required to implement that vision.

In selecting a consultant firm to fully update the two most important regulatory documents for planning and development in the City of Homer, the City has initiated a two-stage process:

- Stage 1 - Request for Qualifications (RFQ): Reviewed and scored by a selection committee.
- Stage 2 - Request for Proposals (RFP): Those firms selected through the RFQ process will then submit an RFP, with a not to exceed amount of \$650,000, for review by a selection committee that will evaluate the proposals and make a recommendation to the City Manager.

The City wishes to have this work conducted immediately upon issuance of contract.

**RECEIPT OF QUALIFICATIONS DEADLINE:** Qualifications will be accepted until 4:30 p.m., Alaska Standard Time, November 18, 2022. Qualifications shall be submitted via hard copy at the City Clerk's Office, City of Homer, 491 E Pioneer Ave, Homer, AK 99603. All proposers must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List to be considered responsive.

**SCOPE OF WORK:** The work will consist of two phases. Phase I: helping the City of Homer complete a new Comprehensive Plan, and Phase 2: helping the City of Homer update the Zoning and Planning Code. The work will include involvement with stakeholders, including, but not limited to the City Council, City staff, community members, and community interest organizations. Timeline for completion of this work is two years, one year for each phase of the project.

**EVALUATION CRITERIA:** The City will review and score RFQs by selection committee.

Interested parties shall submit the following items with their Statements of Qualifications:

1. Letter of interest.
2. Description of the team and its ability to meet City of Homer needs.
3. Statements of Qualifications shall include the following information:
  - a. Name(s) of firm serving as prime and any subconsultants as well as Organization Chart.
  - b. A brief history of the firm(s) serving on the team, including applicable licenses.
  - c. Resumes of key personnel, which shall include, as a minimum, the following personnel:
    - i. Project Manager
    - ii. Design Lead
    - iii. Economic Lead
    - iv. Code Writing Lead
  - e. Information demonstrating team’s record of performance on past projects for communities similar in size and character to the City of Homer. Provide names and telephone numbers of five client contacts for reference purposes.
  - f. Information demonstrating team’s record of performance with cost control and project scheduling.
  - g. Five writing samples demonstrating team’s effectiveness writing (i) complex text for lay audiences and (ii) enforceable code. Writing samples may contain graphics.

**Scoring of firms**

1. Team’s experience with projects of comparable size and complexity:	100 Points
2. Team’s experience with cost control and project scheduling	100 Points
3. Experience of Key Personnel	100 Points
4. Writing samples	100 Points
5. Positive report from references:	<u>100 Points</u>
<b>Total:</b>	<b>500 Points</b>

**Request for Proposals  
By the City of Homer, Alaska  
Professional Services to Update the  
City of Homer's Comprehensive Plan and Title 21 Zoning and Planning Code**

The City of Homer, Alaska is requesting proposals from qualified firms who were pre-qualified as result of the City's earlier Request for Statements of Qualification process. Proposals from firms who have not been pre-qualified will not be accepted.

The following subjects are discussed in this Request for Proposal (RFP) to assist you in preparing your proposal.

- I. Introduction
- II. Scope of Services
- III. General Requirements
- IV. Proposal Format and Content
- V. Evaluation Criteria and Selection Process
- VI. Schedule

## **I. Introduction**

The City of Homer is soliciting proposals from prequalified teams to produce a comprehensive plan and fully update Homer City Code Title 21, Zoning and Planning Code. These documents will help guide future development and growth for the City of Homer with an outlook of 20 years.

The City of Homer is growing up. We are a relatively young city facing a transition point in our history. We are an eclectically developed pioneer community at the end of the road in Alaska, on its way to becoming a more intentionally developed small city, endeavoring to be best in class for municipal governance, services, and quality of life. Homer is a very significant city in Alaska, in part, because we are the transition point between the road system and numerous off-road communities. We also have a highly active port & harbor which is likely to experience a significant expansion during the Comprehensive Plan's useful life.

The City of Homer is motivated to become the best small city in Alaska, and it all starts with planning. We are extremely excited to conduct a significant update to our Comprehensive Plan and Title 21 Zoning and Planning Code. It is important to understand that this update is not about maintaining the status quo, it is about transformative change as it relates to land use, while still maintaining Homer's community character.

The first Homer Comprehensive Plan was adopted in 1954. The most current comprehensive plan received a technical update in 2018. Since 1999, the City has adopted a Non-Motorized Trails and Transportation Plan, a Transportation Plan, Homer Spit Comprehensive Plan, and the Town Center Development Plan, which are additional components to the Comprehensive Plan.

The City of Homer expects that public involvement will be a grass-roots effort emphasizing outreach to, and contribution from, a variety of stakeholders, including citizens, businesses, community groups/organizations, local agencies, City Advisory Bodies, and the City Council. The City further expects the community participation plan will be innovative and consider the use of focus groups, as

well as, intensive short-term teams or work groups, such as workshops, to identify issues, create a community vision, and to assist in establishing the goals and objectives.

The goal is for both phases (Phase I: The Comprehensive Plan and Phase II: Title 21, Zoning and Planning Code update) to be completed within two years after award of the contract; however, complex issues may require more in-depth study, which may result in an extension of the completion date and negotiation to amend the contract.

As in many Alaskan communities, the summer months are the “busy months” for Homer residents. One distinctive aspect of Homer is that many seasonal business operators live elsewhere during the winter months. The Proposer should develop a schedule that is flexible enough to allow busy residents and business owners/operators the opportunity for significant input throughout the planning process, while recognizing the seasonal nature of the community.

## **II. Scope of Services**

The project consists of furnishing all labor, materials, equipment, tools, supervision, and other facilities necessary to develop a Homer Comprehensive Plan and a Title 21 Zoning and Planning Code Update as a two-phased project in accordance with the standards and criteria of the City of Homer.

### **Phase I: Comprehensive Plan**

The project goals for updating the comprehensive plan are:

1. Create a fully updated Comprehensive Plan.
2. Determine the best approaches to the topics of housing, parking, density, form/layout, building height, sustainability, mobility/connectivity, and coordinating with the motorized and non-motorized transportation (the Master Transportation Plan is currently being updated).
3. Identify strategic actions that the City can proactively engage in to ensure the success of the Comprehensive Plan, e.g., site acquisition, infrastructure investment, etc.
4. Provide a vision and guidance for the Phase II update of the Title 21 Zoning and Planning Code.
5. Conduct public and key stakeholder outreach to better inform and guide the Comprehensive Plan.
6. Align the Comprehensive Plan with other City plans such as Master Transportation Plan, Capital Improvement Plan, and City Council Goals.
7. Deliver the Comprehensive Plan to the Planning Commission, Economic Development Commission, and City Council public hearings for recommendation and approval.
8. City staff will provide project support with a project manager, participation/facilitation in outreach events, and information/feedback to consultants.

The development of the Homer Comprehensive Plan will include, but not be limited to, the following tasks:

#### **Task 1. Background Research and Analysis**

In Task 1, the consultant will complete a review of all-relevant planning, financial, and development documents that relate to development, planning regulation, and protection of Homer’s built and natural environment. Examples of such documents include:

- 2018 Homer Comprehensive Plan Update
- Town Center Development Plan
- Homer Spit Comprehensive Plan
- Community Design Manual
- ADA Transition Plans
- Climate Action Plan
- Long Range Transportation Plan
- 2005 Homer Area Transportation Plan (currently being updated)
- Non-Motorized Transportation and Trails Plan (currently being updated)
- Adopted Water and Sewer Master Plan
- Census and growth projections
- Homer City Code (in particular Title 21 Zoning and Planning Code)
- Capital Improvement Plan/Legislative Requests/State Transportation Improvement Program Requests
- City of Homer Annual Budget
- Beach Policy
- Homer Land Allocation Plan
- 2022 Local Hazard Mitigation Plan
- State of Alaska tourism information
- State of Alaska planning enabling legislation
- Review of KPB planning and platting powers, with city granted planning powers of the city and extraterritorial power over the Bridge Creek Water Protection District

At the completion of Task 1 the consultant should be knowledgeable with the history, social and land use development patterns, culture, environmental opportunities/challenges, development constraints, infrastructure, and fiscal issues facing the City of Homer.

## **Task 2. Public Participation Process**

The design of an effective public participation process is a critical element for the successful completion of the Homer Comprehensive Plan and Title 21, Zoning and Planning Code Updates. The consultant shall design and implement a public participation process that ensures members of the public are actively involved in the planning effort. The consultant should identify methods that do not require long standing commitments of time by members of the public yet provide for meaningful input. The use of charrettes/workshops, open houses, work sessions, online web pages/surveys, focus groups, and study circles or other suitable methods is encouraged. The consultant will work with City staff throughout the public participation process, to provide:

- Meeting Coordination
- Facilitation of Meetings
- Open Houses
- Advertisements
- Informational Handouts
- Newsletters and Other Mailings
- On-going Updates

The proposal shall identify the Public Participation Team that will be responsible for the production, publication, and distribution of informational materials and mailings. The Proposal shall include a

Public Participation Matrix, which identifies the expected points of engagement with the public, identifying the recommended roles for City staff, community stakeholders, and the consultant personnel.

### **Task 3. Site Analysis and Identification of Issues and Concerns**

Task 3 utilizes information from the background research, site visits, and constraints mapping to analyze, and create maps and analysis illustrating the City's existing conditions. The mapping and analysis shall include:

- Brief Study Area Overview
- Key Demographic Considerations (summary of existing demographic information such as population, employment, housing, and projections)
- Existing Land Use(s)
- Existing Zoning
- Land Use and Community Design (including density, layout, and form)
- Housing
- Mobility and Transportation Network including parking
- Infrastructure (Gray and Green)
- Sustainability
- Environmental Issues/Hazards/Constraints including Flood Regulations
- Public Facilities and Services
- Recreation Facilities
- Economic Development/Opportunities
- Local Government Boundaries
- Slope Hazard Analysis

Key issues, concerns, and constraints shall be identified.

### **Task 4. Preparation of Goals, Objectives, and Recommendations**

Based upon the information obtained in the previous tasks, the consultant shall collaborate with the community to develop goals, objectives, and recommendations.

### **Task 5. Development or re-development strategies**

In addition, the consultant shall prepare an overall development and/or redevelopment strategy and more specific policies for the use of the land – utilization of city owned land, land acquisition and/or disposal strategies, infrastructure improvements, commercial areas, public open space, and facilities.

### **Task 6. Preparation of Future Growth and Development Alternatives**

The consultant shall review projections of future population and economic growth and the resulting impact on land use and development patterns. Alternatives will include evaluation and discussion of future development, redevelopment, conservation practices, and impacts on public infrastructure.

The alternatives shall be described in both a narrative and graphic/mapping manner. The purpose of these alternatives is to allow the public to become more aware of the impacts of future growth in Homer



and to assist in developing goals, objectives, and recommendations. The identification of the most preferred development scenario is part of this task.

### **Task 7. Recommendations for Implementation**

Task 7 shall consist of preparing recommendations for achieving the goals, objectives, and recommendations of the Comprehensive Plan Update. Standard implementation techniques such as zoning and subdivision regulation changes should be considered, as well as other techniques such as growth management, impact fees, encouraging walkable development centers or nodes, etc. In addition, this task shall result in the following:

- A timeframe for identified actions.
- A table allocating responsibilities for actions among the various governmental agencies and where applicable, not-for-profit organizations having interests in conducting the programs.
- A schedule of proposed Capital Improvement Projects.
- A general description of any land use development regulations or incentives that may be adopted by the City to achieve the goals, policies, and guidelines set forth in the plan.
- A description of other procedures that the City may use in monitoring and evaluating the implementation of the plan.
- A statement describing proposed programs of public services or changes in existing programs to include estimates of the needed increase in personnel, equipment, supplies, and related matters.
- The proposed development criteria to be incorporated into any recommended or existing land development regulations.
- Identification of potential funding sources for projects or other issues identified during the planning process.
- A description of measures to be implemented to promote economic, social, and environmental sustainability.

### **Task 8: Presentations**

The consultant will be required to undertake a series of presentations at various stages of the planning effort to the Planning Commission and City Council. The purpose of these presentations is to provide information and obtain feedback. The consultant is also expected to present the plan when formally reviewed and considered by the Planning Commission and City Council. Presentations to other boards and commissions, such as the Economic Development Advisory Commission; Parks, Art, Recreation, and Culture Advisory Commission; and Port and Harbor Commission may be warranted. A minimum of six presentations should be included with the possibility of more to be negotiated.

### **Task 9: Final Plan**

Draft a final Comprehensive Plan based on findings from Tasks 1-8 working closely with City staff and providing an opportunity for public review and comments on draft version(s).

### **Project Schedule**

The proposal should include a schedule of major milestones for a one-year project for Phase I. The City anticipates the schedule should include, but not be limited to, the following stages:

- Project Start-Up
- Task 1 – Data Collection, Background Research and Analysis
- Task 2 – Public Participation Process
- Task 3 – Site Analysis and Identification of Issues and Concerns
- Task 4 – Preparation of Goals, Objectives, and Recommendations
- Task 5 – Development or re-development strategies
- Task 6 – Preparation of Future Growth and Development Alternatives
- Task 7 – Recommendations for Implementation
- Task 8 – Presentations
- Task 9 – Final Plan

## **Deliverables**

All documents, reports, studies, illustrations, and maps are to be produced in a digital and PDF format. Information will be transferred to the City electronically and 25 hard copies will also be provided. All deliverables will be considered Works for Hire; that is, owned by the City of Homer upon payment of consultant's invoices.

Website with hyperlinks (to be kept current through the end of the consultant's contract)

Draft and Final Documents:

- Formatted for an 8 1/2" x 11" Document with 3-ring binder
- Provide all electronic files used in the creation of the report and illustrations such as GIS Shapefiles, Word files, PDFs, PowerPoint, InDesign, Illustrator, Sketchup, etc.
- Monthly status reports

Maps in Documents should meet the following specifications:

- ESRI GIS Mapping Products
  1. ESRI Shapefile Format and any associated ArcGIS/ArcMap project files/.mxd. An Adobe PDF file is also required of any GIS map product.
  2. All GIS data should be geo-referenced to NAD27, Alaska State Plane Zone 4
- Color
- 11" x 17", folded (maximum size for inclusion in a bound document)

## **Phase II: Title 21 Zoning & Planning Code Update**

The project goals for updating the Title 21 Zoning and Planning code are:

1. Modernize the code by bringing the standards up to date by applying measures that reflect contemporary best practices, land use trends, and market demands, while improving efficiency and user friendliness into the code.
2. Identify best code format and create a new code that enables development to take place as a mixture of uses, rather than large areas of single land use or Greenfield development.
3. Align with and implement the vision of the Comprehensive Plan.
4. Conduct all public and key stakeholder outreach to better inform and guide the updated Title 21 Zoning and Planning Code.

5. Align the updated Title 21 Zoning and Planning Code to support implementation of related City plans such as Transportation Master Plan, Stormwater, and Water/Sewer Plan.
6. Present the updated Title 21 Zoning and Planning Code to the Planning Commission and City Council public hearings for recommendation and approval.
7. City staff will provide project support with a project manager, participation/facilitation in outreach events, and information/feedback to consultants.

The development of the Title 21 Zoning and Planning Code should include, but not be limited to, the following tasks:

### **Task 1. Data Collection, Background Research and Analysis**

Conduct analysis utilizing existing maps for future development and/or potential infill and utilizing feedback from City staff along with constraints mapping. Existing conditions analysis and mapping should include the following (much of this task can utilize information developed in Phase I of the project):

- Key Demographic Considerations (summary of existing demographic information such as population, employment, housing, and projections)
- Existing Land Use(s)
- Existing Zoning
- Mobility and Transportation Network
- Infrastructure
- Environmental Conditions/Constraints

### **Task 2. Technical Review of Existing Code and Recommendations**

Conduct a technical review to evaluate the strengths and limitations of the current Title 21 Zoning and Planning Code and make preliminary recommendations for updating and making the document consistent with overall City policies, including the goals of the Comprehensive Plan. Provide a review based on discussions with and feedback received from code administrators and code users including City staff, design professionals, and the local development community. The Project Team should also draw from its planning experience with other communities and knowledge of land use regulatory tools. The review should evaluate the suitability of the existing Zoning and Planning Code by determining deficiencies and inadequate elements that may create inconsistent interpretations. Submit a diagnostic report that also identifies the steps required to make the Zoning and Planning Code consistent with existing practices in the City, as well as national best practices.

### **Task 3. Public Participation Process**

Provides for public/stakeholder participation to create the overall guiding vision for the new Zoning Code. This shall include providing for a public review of the draft code, as well as a public hearing process at the Planning Commission and City Council.

### **Task 4. Preparation of Vision, Values, Goals, Objectives, and Recommendation for Code Type**

Recommend the best code format and draft a new code that enables the vision and goals of the Comprehensive Plan to be implemented, while considering alignment with other City plans and goals.

Modernize the code by bringing the standards up to date by applying measures that reflect contemporary best practices, land use trends, and market demands, while improving efficiency and user friendliness into the code. Consider future development to take place as a mixture of uses, rather than large areas of single land use or Greenfield development.

#### **Task 5. Draft Code**

Draft a new code based on findings from Tasks 1-4 working closely with City staff and providing an opportunity for public review and comments of draft version(s). Provide how the draft code will be reviewed by legal experts.

#### **Task 6. Presentations**

The consultant is required to undertake a series of presentations at various stages of the planning effort to the Planning Commission and City Council. The purpose of these presentations is to provide information and obtain feedback. The consultant is also expected to present the code when formally reviewed and considered by the Planning Commission and City Council. Presentations to other boards and commissions, such as the Economic Development Advisory Commission; Parks, Art, Recreation, and Culture Advisory Commission; ADA Advisory Board and Port and Harbor Commission may be warranted. A minimum of four presentations should be included (identifying whether they are in-person or virtual) with the possibility of more to be negotiated.

#### **Task 7. Final Code**

Draft a final Zoning and Planning Code based on findings from Tasks 1-6, working closely with City staff and providing an opportunity for public review and comments of draft version(s).

#### **Project Schedule**

The proposal should include a schedule of major milestones for a 1-year project for Phase II. The City anticipates the schedule should include, but not limited to, the following stages:

- Project Start-Up
- Task 1 – Data Collection, Background Research and Analysis
- Task 2 – Technical Review of Existing Code and Recommendations
- Task 3 – Public Participation Process
- Task 4 – Preparation of Vision, Values, Goals, Objectives, and Recommendation for Code Type
- Task 5 – Draft Code
- Task 6 - Presentations
- Task 7 – Final Code

#### **Deliverables**

All documents, reports, studies, illustrations, and maps are to be produced in a digital and PDF format. Information will be transferred to the City electronically and 25 hard copies will also be provided. All work products will be considered Works for Hire; that is, owned by the City of Homer once the consultant's invoices are paid.

Website with hyperlinks (maintained through the end of the consultant's contract)

Draft and Final Documents:

- Formatted for an 8 1/2" x 11" Document with 3-ring binder
- Provide all electronic files used in the creation of the report and illustrations such as GIS Shapefiles, Word files, PDFs, PowerPoint, InDesign, Illustrator, Sketchup, etc.
- Publish Code online
- Monthly status reports

Maps in Documents should meet the following specifications:

- ESRI GIS Mapping Products
  1. ESRI Shapefile Format and any associated ArcGIS/ArcMap project files (.mxd). An Adobe PDF file is required of any GIS map product.
  2. All GIS data should be geo-referenced to NAD27, Alaska State Plane Zone 4
- Color
- 11" x 17", folded (maximum size for inclusion in a bound document)

### III. General Requirements

The following information is presented as a general guideline for the preparation of the proposals, though not intended to be an exhaustive list of project requirements.

- A. It is the responsibility of the Proposers to estimate the actual level of effort required to complete the work.
- B. Homer will provide Over the Shoulder review of draft planning documents to provide timely comment and input.
- C. All deliverables shall be in a format and on media approved by the City. Upon completion, the City of Homer shall be furnished with digital files of all documents.

### IV. Proposal Format and Content

Direct questions regarding this proposal to Ryan Foster, Special Projects Coordinator, City of Homer, (907) 299-8529 or rfoster@ci.homer.ak.us.

Proposals, which do not address the items listed in this section, may be considered incomplete and may be deemed non-responsive by the City.

#### PROPOSAL FORMAT

- A. Letter of Transmittal
- B. Proposed Work Plan
  1. Include a Work Plan that illustrates how you will perform the Work and demonstrates your understanding of the project
  2. Include a proposed schedule demonstrating how you anticipate the Work will flow so you can complete the project in a timely manner.

3. Include a communication strategy for project management and include any methods such as meetings, monthly reports, videoconferencing, FTP data transfer sites, and project websites.
4. Identify major challenges that might interfere with your ability to complete the project in a timely manner.

C. Fee Proposal and Rate Schedule

1. Submit a Fee Proposal to perform the Scope of Services described in your Work Plan.
2. Provide an exact statement of the services to be provided within the fees proposal and fee schedule to be used in billing for services, including out-of-scope services.
3. Provide a Fee Schedule showing fully loaded billing rates for the personnel who will be working on the Project.

D. Submit one (1) original and four (4) hard copies of the completed Proposal in a sealed, opaque envelope marked as follows:

**City of Homer  
Comprehensive Plan and Title 21 Zoning and Planning Code Update**

PROPOSAL DATED \_\_\_\_\_, 2023.

Proposals will have the Proposers name and address in the upper left corner. The Proposals shall be addressed to:

City of Homer, City Clerk’s Office  
491 East Pioneer Avenue  
Homer, Alaska 99603

Proposals shall be received at the office of the City Clerk until **4:30 PM, January 20, 2023**. Any proposals not received by the date and time stated and marked with the City Clerk’s Office stamp will not be considered.

**V. Evaluation Criteria and Selection Process**

The City of Homer reserves the right to reject any and all proposals submitted and shall not be liable for any costs incurred by any proposer in response to this solicitation or for any work done prior to the issuance of a notice to proceed.

A selection committee will evaluate the proposals and make a recommendation to the City Manager. The committee will use the following criteria in deriving a numerical score for each proposal:

- a. **Work Plan.** The various elements of the Work Plan will be evaluated for clarity, effectiveness, and compliance with RFP requirements.

**Phase I: Comprehensive Plan**

Task 1	100 Points
Task 2	100 Points
Task 3	100 Points
Task 4	100 Points
Task 5	100 Points

Task 6	100 Points
Task 7	100 Points
Task 8	100 Points
Task 9	100 Points

**Phase II: Title 21 Zoning & Planning Code Update**

Task 1	100 Points
Task 2	100 Points
Task 3	100 Points
Task 4	100 Points
Task 5	100 Points
Task 6	100 Points
Task 7	100 Points

b. **Schedule.** The Proposer’s Schedule will be evaluated for its expected ability to achieve the effectiveness results in a timely manner. 200 Points

c. **Price.** Evaluated based on the do not exceed amount of \$650,000 100 Points

**TOTAL POSSIBLE POINTS = 1900**

**VI. Schedule**

Proposals due:	4:30 pm	Date: January 20, 2023
Proposal Review Period:		Date: January 23-February 8, 2023
Notice of Intent to Award contract:		Date: February 9-10, 2023
City Council Award:		Date: February 27, 2023
Notice to proceed/Contract Signing		Date: February 28-March 3, 2023
Completion of contract:		Date: Two year or as extended

# TERM CONTRACT FOR CONSULTANT SERVICES

This Agreement is entered into this \_\_\_\_ day of October 2023, by and between **Agnew Beck Consulting** (herein referred to as “**Consultant**”) and the **City of Homer (“City”)**. The Consultant and City agree to the following:

**WHEREAS** The City is in need of a firm with personnel possessing the skills and ability required to render consulting services to the City of Homer and Agnew Beck Consulting is qualified to perform said services.

**NOW THEREFORE** the parties hereto do mutually agree as follows:

**1. Employment of Consultant.**

Work shall be assigned by a task order. The format of the “**Task Order**” is shown in Appendix A. No work shall proceed without a fully executed “Task Order”.

**2. Term of Agreement.**

The term of this Agreement shall be two years from the date of execution and approval of the Homer City Council. Homer shall have the option to renew this Agreement for an additional one-year period. Exercise of this option by Homer shall be contingent upon a favorable review of the contracted services three months before the then scheduled date of termination of this Agreement. Any contract renewal must be approved by both Consultant and City.

**3. Standard of Performance.**

The Consultant agrees to provide all required professional services necessary to complete projects under this contract. The Consultant accepts the relationship of trust and confidence established between it and the City by this agreement. The Consultant covenants with the City to furnish its best skill and judgment, and to further the interests of the City at all times through efficient business administration and management. The Consultant shall provide all services in a competent manner. It is understood that some of the services to be rendered hereunder require professional judgment and skill. In all cases, Consultant agrees to adhere to the standards of the applicable profession.

**4. Fee**

The City shall pay Consultant on the basis of T&M, not to exceed \$650,000.00 without prior written authorization from the City.



**5. Payments.**

The City agrees to make payments to Consultant as services are performed and costs are incurred, provided Consultant submits two (2) copies of a proper invoice for each payment, in such form and accompanied by such evidence in support thereof as may be reasonably required by the City.

Billing and expense invoices shall be submitted monthly at the end of each month. Invoices shall be accompanied by a monthly activity report detailing work and accomplishments. All invoices are otherwise due and payable within 21 working days of approval by the City.

**6. Independent Contractor Status**

In performing under this Agreement, Consultant acts as an independent contractor and shall have responsibility for and control over the details and means for performing the services required hereunder.

**7. Indemnification.**

To the maximum extent permitted by law, Consultant shall defend, indemnify and save harmless City or any agent, employee, or other representative thereof, from and against losses, damages, liabilities, expenses, claims, and demands of whatever nature, including for death, personal injury, property damage or economic loss, to the extent arising out of any negligent act or negligent omission or willful misconduct of Consultant, its agents or employees while performing under the terms of this Agreement.

Where claims, lawsuits or liability arise from wrongful or negligent acts by City and Consultant together or separately, Consultant will not be responsible for the proportion of claims and costs that are attributed to the City's negligence or willful misconduct.

**8. Assignment.**

Consultant shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

**9. Subcontracting**

Consultant may not subcontract its performance under this Agreement without prior written consent of City. Any subcontractor must agree to be bound by the terms of this Agreement applicable to the services to be performed by the subcontractor.

**10. Designation of Representatives.**

The parties agree, for the purposes of this Agreement, that the City shall be represented by and may act only through the City Planner or such other person as they may designate in writing. Consultant shall be represented by and may act only through Shelly Wade or such other person approved by both parties.

## **11. Termination**

Either party may terminate this Agreement, with or without cause, after first giving thirty (30) days written notice.

## **12. Insurance.**

The Consultant shall, at all times, at its own expense, keep in force the following described insurance for protection against the claims of employees or other persons, insuring both the Consultant and the City against liability that may accrue against them or either of them in connection with the performance of Consultant under this Agreement:

- (a) Insurance in at least the required statutory amounts covering claims under workers' compensation, disability benefits and other similar employee benefit acts;
- (b) Commercial general liability insurance covering bodily injury, death, and property damage with a combined single limit of not less than \$2,000,000; and
- (c) Errors and omissions insurance on claims made basis with a limit of liability of not less than \$2,000,000.

## **13. Insurance Certificate.**

All insurance shall be placed with an insurance carrier or carriers satisfactory to the City, shall have deductibles satisfactory to the City, shall not be subject to cancellation or any material change except after thirty (30) days written notice to the City, and shall provide that no failure of Consultant to comply with any condition or provision of this Agreement or other conduct of Consultant or those for whose conduct it is responsible, shall void or otherwise affect the protection under the policy afforded to the City. A Certificate of Insurance reflecting full compliance with these requirements shall, at all times during the term of this Agreement, be kept on deposit at the general offices of the City. If Consultant fails to comply with these insurance requirements, the City may terminate this Agreement on ten (10) days written notice.

All insurance policies or other contract security required in this Agreement except for professional errors and omissions coverage shall allow claims to be filed based upon the time of an occurrence, and shall not provide for a shorter period in which to make claims than that provided the applicable statute of limitations. The coverage required by this Agreement shall cover all claims arising in connection with the performance of the Consultant under this Agreement, whether or not such claim is asserted during the term of this Agreement and even though judicial proceedings may not be commenced until after the expiration of this Agreement.

All insurance policies shall be written as primary policies; shall waive subrogation against City, its agents and employees; shall not be contributing with, or in excess of, any insurance coverage that the City may otherwise carry, and shall name the City as an additional insured. All insurance provided under this Agreement must remain fully available to satisfy

claims arising out of this agreement, notwithstanding any claims that may be filed against that policy

**14. Claims Recovery.**

Claims by the City resulting from Consultant's failure to comply with the terms of and specifications of this Agreement and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due Consultant for work performed or to be performed. City shall notify Consultant of any such failure, default or damage therefrom as soon as practicable after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity.

**15. Compliance with Applicable Laws.**

Consultant shall, in the performance of this Agreement, comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations applicable to its performance hereunder, including, without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, worker's compensation, and other employee benefit laws. Consultant also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. Services performed under this Agreement shall be in accordance with sound, generally accepted consulting practices and shall comply with all applicable codes and standards.

**16. Records and Audit.**

Consultant agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all closure of all pending matters related to this Agreement. Said books shall be subject to inspection and audit.

**17. Notices.**

Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon full prepaid and addressed as follows:

**To City:**

Ryan Foster, AICP  
City Planner/City Consultant  
Homer Planning Division  
491 East Pioneer Avenue  
Homer, AK 99603  
907-235-3106  
[rfoster@homer.ci.ak.us](mailto:rfoster@homer.ci.ak.us)

**To Consultant:**

Shelly Wade  
Agnew Beck Consulting  
645 G Street, Suite 200  
Anchorage, AK 99501  
907-222-5424  
[shelly@agnewbeck.com](mailto:shelly@agnewbeck.com)

## **18. Venue and Applicable Law.**

The laws of Alaska will determine the interpretation, performance and enforcement of this agreement. The venue of any legal action between the parties arising as a result of this Agreement shall exclusively be laid in the Third Judicial District of the Superior Court of the State of Alaska, at Anchorage, Alaska, and this Agreement shall be interpreted in accordance with the laws of the state of Alaska.

## **19. Attorney's Fees**

In the event either party institutes any suit or action to enforce its rights hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

## **20. Ownership of Work Products**

The originals of all materials prepared or developed by the Consultant, its agents or representatives hereunder; including documents, drawings, calculations, maps, sketches, notes, reports, data, and models shall become the property of the City. Materials previously created and copyrighted by the Consultant included in a project will remain property of the Consultant. Copies of all work products will be made available to the City upon request. Electronic files of work products shall become the property of both the City and Consultant, for use by either party without consent of the other party.

Should City elect to reuse the Consultant's work products for other than the original project and, or purpose, City will indemnify Consultant against any responsibilities or liabilities arising from reuse. Consultant's professional seals and signatures shall be removed from drawings, plans, specifications, estimates, and other construction documents, and replaced with the seal and signature of the professional consultant, architect, surveyor, landscape architect who has assumed the responsibility for reuse. The Consultant shall not be responsible or be required to provide any documentation, suitability reviews, or verifications for the reuse of work products.

## **21. Equal Employment Opportunity**

The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, physical handicap, sex, marital status, change in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical handicap, sex, marital status, change in marital status, pregnancy, or parenthood. The Consultant shall take affirmative action required by law to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, or marital status.

**22. Waiver.**

No failure on the part of either City or Consultant to enforce any covenant or provision herein contained, nor any right hereunder unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of the City or Consultant to enforce the same or any other provision in the event of any subsequent breach or default.

**23. Binding Effect.**

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

**24. No Assignment or Delegation.**

The Consultant may not assign, subcontract or delegate this agreement, or any part of it, or any right to any of the money to be paid under it without written consent of the City.

**25. Independent Contractor**

The Consultant shall be an independent contractor in the performance of the work under this agreement, and shall not be an employee or agent of the City.

**26. Entire Agreement.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective date indicated below.

**CITY OF HOMER**

By: \_\_\_\_\_  
Rob Dumouchel, City Manager Date

**CONSULTANT:**

By: \_\_\_\_\_  
Shelly Wade Date

## **APPENDIX “A”**

### **TASK ORDER #\_\_**

This Task Order pertains to an Agreement by and between the City of Homer, (“OWNER”), and Agnew Beck Consulting, (“CONSULTANT”), dated October \_\_\_\_, 2023, (“the AGREEMENT”). Consultant agrees to perform the services described below. This Task Order shall not be binding until it has been properly signed by both parties.

#### **PART 1.0 PROJECT DESCRIPTION**

Completion of a two phase project:

Phase I: Deliver a new Comprehensive Plan that guides the future development of the City over the next 20 years and addresses the unique planning challenges of the community, such as limited developable land, a strong demand for housing, and consideration of our unique geographical and topographical conditions.

Phase II: Deliver an updated Title 21 Zoning and Planning Code that will allow the City to realize the vision and goals defined in the Comprehensive Plan with updated processes and development standards. In addition, greater efficiency, clarity, and user friendliness will be built into the zoning code.

#### **PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT**

##### **Scope of Services**

The project consists of furnishing all labor, materials, equipment, tools, supervision, and other facilities necessary to develop a Homer Comprehensive Plan and a Title 21 Zoning and Planning Code Update as a two-phased project in accordance with the standards and criteria of the City of Homer.

##### **Phase I: Comprehensive Plan**

The project goals for updating the comprehensive plan are:

1. Create a fully updated Comprehensive Plan, including replacement of the 2018 Comprehensive Plan, 2011 Spit Comprehensive Plan, and the 2006 Town Center Development Plan.
2. Determine the best approaches to the topics of housing, parking, density, form/layout, building height, sustainability, mobility/connectivity, and coordinating with the motorized and non-motorized transportation (the Master Transportation Plan is currently being updated).
3. Identify strategic actions that the City can proactively engage in to ensure the success of the Comprehensive Plan, e.g., site acquisition, infrastructure investment, etc.
4. Provide a vision and guidance for the Phase II update of the Title 21 Zoning and Planning Code.
5. Conduct public and key stakeholder outreach to better inform and guide the Comprehensive Plan.

6. Align the Comprehensive Plan with other City plans such as Master Transportation Plan, Capital Improvement Plan, and City Council Goals.
7. Deliver the Comprehensive Plan to the Planning Commission, Economic Development Commission, and City Council public hearings for recommendation and approval.
8. City staff will provide project support with a project manager, participation/facilitation in outreach events, and information/feedback to consultants.

The development of the Homer Comprehensive Plan will include, but not be limited to, the following tasks:

**Task 1. Background Research and Analysis**

In Task 1, the consultant will complete a review of all-relevant planning, financial, and development documents that relate to development, planning regulation, and protection of Homer’s built and natural environment. Examples of such documents include:

- 2018 Homer Comprehensive Plan Update
- Town Center Development Plan
- Homer Spit Comprehensive Plan
- Community Design Manual
- ADA Transition Plans
- Climate Action Plan
- Long Range Transportation Plan
- 2005 Homer Area Transportation Plan (currently being updated)
- Non-Motorized Transportation and Trails Plan (currently being updated)
- Adopted Water and Sewer Master Plan
- Census and growth projections
- Homer City Code (in particular Title 21 Zoning and Planning Code)
- Capital Improvement Plan/Legislative Requests/State Transportation Improvement Program Requests
- City of Homer Annual Budget
- Beach Policy
- Homer Land Allocation Plan
- 2022 Local Hazard Mitigation Plan
- State of Alaska tourism information
- State of Alaska planning enabling legislation
- Review of KPB planning and platting powers, with city granted planning powers of the city and extraterritorial power over the Bridge Creek Water Protection District ▪ Meeting Coordination
- Facilitation of Meetings
- Open Houses
- Advertisements
- Informational Handouts
- Newsletters and Other Mailings
- On-going Updates

At the completion of Task 1 the consultant should be knowledgeable with the history, social and land use development patterns, culture, environmental opportunities/challenges, development constraints, infrastructure, and fiscal issues facing the City of Homer.

### **Task 2. Public Participation Process**

The design of an effective public participation process is a critical element for the successful completion of the Homer Comprehensive Plan and Title 21, Zoning and Planning Code Updates. The consultant shall design and implement a public participation process that ensures members of the public are actively involved in the planning effort, including creation of a steering committee to aid in the guidance in developing the comprehensive plan. The consultant should identify methods that do not require long standing commitments of time by members of the public yet provide for meaningful input. The use of charrettes/workshops, open houses, work sessions, online web pages/surveys, focus groups, and study circles or other suitable methods is encouraged. The consultant will work with City staff throughout the public participation process, to provide:

The proposal shall identify the Public Participation Team that will be responsible for the production, publication, and distribution of informational materials and mailings. The Proposal shall include a Public Participation Matrix, which identifies the expected points of engagement with the public, identifying the recommended roles for City staff, community stakeholders, and the consultant personnel.

### **Task 3. Site Analysis and Identification of Issues and Concerns**

Task 3 utilizes information from the background research, site visits, and constraints mapping to analyze, and create maps and analysis illustrating the City's existing conditions. The mapping and analysis shall include:

- Brief Study Area Overview
- Key Demographic Considerations (summary of existing demographic information such as population, employment, housing, and projections)
- Existing Land Use(s)
- Existing Zoning
- Land Use and Community Design (including density, layout, and form)
- Housing
- Mobility and Transportation Network including parking
- Infrastructure (Gray and Green)
- Sustainability
- Environmental Issues/Hazards/Constraints including Flood Regulations
- Public Facilities and Services
- Recreation Facilities
- Economic Development/Opportunities
- Local Government Boundaries
- Slope Hazard Analysis

Key issues, concerns, and constraints shall be identified.

### **Task 4. Preparation of Goals, Objectives, and Recommendations**



Based upon the information obtained in the previous tasks, the consultant shall collaborate with the community to develop goals, objectives, and recommendations.

#### **Task 5. Development or re-development strategies**

In addition, the consultant shall prepare an overall development and/or redevelopment strategy and more specific policies for the use of the land – utilization of city owned land, land acquisition and/or disposal strategies, infrastructure improvements, commercial areas, public open space, and facilities.

#### **Task 6. Preparation of Future Growth and Development Alternatives**

The consultant shall review projections of future population and economic growth and the resulting impact on land use and development patterns. Alternatives will include evaluation and discussion of future development, redevelopment, conservation practices, and impacts on public infrastructure.

The alternatives shall be described in both a narrative and graphic/mapping manner. The purpose of these alternatives is to allow the public to become more aware of the impacts of future growth in Homer and to assist in developing goals, objectives, and recommendations. The identification of the most preferred development scenario is part of this task.

#### **Task 7. Recommendations for Implementation**

Task 7 shall consist of preparing recommendations for achieving the goals, objectives, and recommendations of the Comprehensive Plan Update. Standard implementation techniques such as zoning and subdivision regulation changes should be considered, as well as other techniques such as growth management, impact fees, encouraging walkable development centers or nodes, etc. In addition, this task shall result in the following:

- A timeframe for identified actions.
- A table allocating responsibilities for actions among the various governmental agencies and where applicable, not-for-profit organizations having interests in conducting the programs.
- A schedule of proposed Capital Improvement Projects.
- A general description of any land use development regulations or incentives that may be adopted by the City to achieve the goals, policies, and guidelines set forth in the plan.
- A description of other procedures that the City may use in monitoring and evaluating the implementation of the plan.
- A statement describing proposed programs of public services or changes in existing programs to include estimates of the needed increase in personnel, equipment, supplies, and related matters.
- The proposed development criteria to be incorporated into any recommended or existing land development regulations.
- Identification of potential funding sources for projects or other issues identified during the planning process.
- A description of measures to be implemented to promote economic, social, and environmental sustainability.

#### **Task 8: Presentations**

The consultant will be required to undertake a series of presentations at various stages of the planning effort to the Planning Commission and City Council. The purpose of these presentations is to provide information and obtain feedback. The consultant is also expected to present the plan when formally reviewed and considered by the Planning Commission and City Council. Presentations to other boards and commissions, such as the Economic Development Advisory Commission; Parks, Art, Recreation, and Culture Advisory Commission; and Port and Harbor Commission may be warranted. A minimum of six presentations should be included with the possibility of more to be negotiated.

### **Task 9: Final Plan**

Draft a final Comprehensive Plan based on findings from Tasks 1-8 working closely with City staff and providing an opportunity for public review and comments on draft version(s).

### **Project Schedule**

The proposal should include a schedule of major milestones for a one-year project for Phase I. The City anticipates the schedule should include, but not be limited to, the following stages:

#### Project Start-Up

- Task 1 – Data Collection, Background Research and Analysis
- Task 2 – Public Participation Process
- Task 3 – Site Analysis and Identification of Issues and Concerns
- Task 4 – Preparation of Goals, Objectives, and Recommendations
- Task 5 – Development or re-development strategies
- Task 6 – Preparation of Future Growth and Development Alternatives
- Task 7 – Recommendations for Implementation
- Task 8 – Presentations
- Task 9 – Final Plan

### **Deliverables**

All documents, reports, studies, illustrations, and maps are to be produced in a digital and PDF format. Information will be transferred to the City electronically and 25 hard copies will also be provided. All deliverables will be considered Works for Hire; that is, owned by the City of Homer upon payment of consultant's invoices.

Website with hyperlinks (maintained through the end of the consultant's contract)

#### Draft and Final Documents:

- Submissions include 35%, 65%, 95%, and Final
- Formatted for an 8 1/2" x 11" Document with 3-ring binder
- Provide all electronic files used in the creation of the report and illustrations such as GIS Shapefiles, Word files, PDFs, PowerPoint, InDesign, Illustrator, Sketchup, etc.
- Publish Code online
- Monthly meeting and status reports

Maps in Documents should meet the following specifications:

- ESRI GIS Mapping Products 1. ESRI Shapefile Format and any associated ArcGIS/ArcMap project files .mxd). An Adobe PDF file is required of any GIS map product.
- All GIS data should be geo-referenced to NAD27, Alaska State Plane Zone 4
- Color 11” x 17”, folded (maximum size for inclusion in a bound document)

## **Phase II: Title 21 Zoning & Planning Code Update**

The project goals for updating the Title 21 Zoning and Planning code are:

1. Modernize the code by bringing the standards up to date by applying measures that reflect contemporary best practices, land use trends, and market demands, while improving efficiency and user friendliness into the code.
2. Identify best code format and create a new code that enables development to take place as a mixture of uses, rather than large areas of single land use or Greenfield development.
3. Align with and implement the vision of the Comprehensive Plan.
4. Conduct all public and key stakeholder outreach to better inform and guide the updated Title 21 Zoning and Planning Code.
5. Align the updated Title 21 Zoning and Planning Code to support implementation of related City plans such as Transportation Master Plan, Stormwater, and Water/Sewer Plan.
6. Present the updated Title 21 Zoning and Planning Code to the Planning Commission and City Council public hearings for recommendation and approval.
7. City staff will provide project support with a project manager, participation/facilitation in outreach events, and information/feedback to consultants.

The development of the Title 21 Zoning and Planning Code should include, but not be limited to, the following tasks:

### **Task 1. Data Collection, Background Research and Analysis**

Conduct analysis utilizing existing maps for future development and/or potential infill and utilizing feedback from City staff along with constraints mapping. Existing conditions analysis and mapping should include the following (much of this task can utilize information developed in Phase I of the project):

- Key Demographic Considerations (summary of existing demographic information such as population, employment, housing, and projections)
- Existing Land Use(s)
- Existing Zoning
- Mobility and Transportation Network
- Infrastructure
- Environmental Conditions/Constraints

### **Task 2. Technical Review of Existing Code and Recommendations**

Conduct a technical review to evaluate the strengths and limitations of the current Title 21 Zoning and Planning Code and make preliminary recommendations for updating and making the document consistent with overall City policies, including the goals of the Comprehensive Plan. Provide a review based on discussions with and feedback received from code administrators and

code users including City staff, design professionals, and the local development community. The Project Team should also draw from its planning experience with other communities and knowledge of land use regulatory tools. The review should evaluate the suitability of the existing Zoning and Planning Code by determining deficiencies and inadequate elements that may create inconsistent interpretations. Submit a diagnostic report that also identifies the steps required to make the Zoning and Planning Code consistent with existing practices in the City, as well as national best practices.

### **Task 3. Public Participation Process**

Provides for public/stakeholder participation to create the overall guiding vision for the new Zoning Code; including the creation of a steering committee to aid in the guidance of developing the zoning code update. This shall include providing for a public review of the draft code, as well as a public hearing process at the Planning Commission and City Council.

### **Task 4. Preparation of Vision, Values, Goals, Objectives, and Recommendation for Code Type**

Recommend the best code format and draft a new code that enables the vision and goals of the Comprehensive Plan to be implemented, while considering alignment with other City plans and goals.

Modernize the code by bringing the standards up to date by applying measures that reflect contemporary best practices, land use trends, and market demands, while improving efficiency and user friendliness into the code. Consider future development to take place as a mixture of uses, rather than large areas of single land use or Greenfield development.

### **Task 5. Draft Code**

Draft a new code based on findings from Tasks 1-4 working closely with City staff and providing an opportunity for public review and comments of draft version(s). Provide how the draft code will be reviewed by legal experts.

### **Task 6. Presentations**

The consultant is required to undertake a series of presentations at various stages of the planning effort to the Planning Commission and City Council. The purpose of these presentations is to provide information and obtain feedback. The consultant is also expected to present the code when formally reviewed and considered by the Planning Commission and City Council. Presentations to other boards and commissions, such as the Economic Development Advisory Commission; Parks, Art, Recreation, and Culture Advisory Commission; ADA Advisory Board and Port and Harbor Commission may be warranted. A minimum of four presentations should be included (identifying whether they are in-person or virtual) with the possibility of more to be negotiated.

### **Task 7. Final Code**

Draft a final Zoning and Planning Code based on findings from Tasks 1-6, working closely with City staff and providing an opportunity for public review and comments of draft version(s).

### **Project Schedule**

The proposal should include a schedule of major milestones for a 1-year project for Phase II. The City anticipates the schedule should include, but not limited to, the following stages:

- Project Start-Up
- Task 1 – Data Collection, Background Research and Analysis
- Task 2 – Technical Review of Existing Code and Recommendations
- Task 3 – Public Participation Process
- Task 4 – Preparation of Vision, Values, Goals, Objectives, and Recommendation for Code Type
- Task 5 – Draft Code
- Task 6 - Presentations
- Task 7 – Final Code

### **PART 3.0 OWNER’S RESPONSIBILITIES**

Completion of all tasks outlined in the scope of work, public outreach coordination and facilitation, presentations, and delivery of the final documents.

### **PART 4.0 DELIVERABLES AND TIME PERIOD**

#### **Deliverables**

All documents, reports, studies, illustrations, and maps are to be produced in a digital and PDF format. Information will be transferred to the City electronically and 25 hard copies will also be provided. All work products will be considered Works for Hire; that is, owned by the City of Homer once the consultant’s invoices are paid.

Website with hyperlinks (maintained through the end of the consultant’s contract)

Draft and Final Documents:

- Submissions include 35%, 65%, 95%, and Final
- Formatted for an 8 1/2” x 11” Document with 3-ring binder
- Provide all electronic files used in the creation of the report and illustrations such as GIS Shapefiles, Word files, PDFs, PowerPoint, InDesign, Illustrator, Sketchup, etc.
- Publish Code online
- Monthly meeting and status reports

Maps in Documents should meet the following specifications:

- ESRI GIS Mapping Products 1. ESRI Shapefile Format and any associated ArcGIS/ArcMap project files .mxd). An Adobe PDF file is required of any GIS map product.
- All GIS data should be geo-referenced to NAD27, Alaska State Plane Zone 4
- Color 11” x 17”, folded (maximum size for inclusion in a bound document)

### **PART 5.0 PAYMENTS TO CONSULTANT**

Payment shall be on the basis of T&M, not to exceed \$650,000.00 without prior written authorization from the City.

**For City of Homer**

**Signature:**

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Robert Dumouchel, City Manager

Date

**For Consultant**

**Signature:**

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Shelly Wade

Date

DRAFT

