

**RESOLUTION NO. R-2018-74**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BASTROP AND SIMPLICITY DESIGN, LLC IN THE AMOUNT OF ONE HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$176,500.00) FOR THE UPDATE OF THE CITY'S ZONING AND SIGN ORDINANCES; ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

**WHEREAS,** The City Manager is responsible for the proper administration of all affairs of the City; and

**WHEREAS,** The City's Comprehensive Plan was adopted in November 2016; and

**WHEREAS,** the City's zoning code, development regulations, and technical standards need to be updated in order to eliminate conflicts with the recommendations in the Comprehensive Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:**

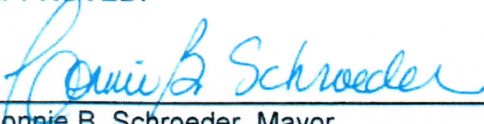
**Section 1:** That the City Manager is hereby authorized to execute a Contract with Simplicity Design, LLC, which is attached as Exhibit A.

**Section 2:** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

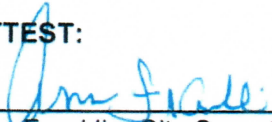
**Section 3:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 28<sup>th</sup>, day of August 2018.

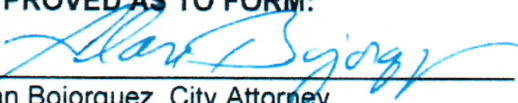
**APPROVED:**

  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Alan Bojorquez, City Attorney

August 30, 2018

Lynda Humble, City Manager  
City of Bastrop  
1311 Chestnut  
Bastrop, Texas 78602

**SCOPE AND FEE PROPOSAL FOR PROFESSIONAL SERVICES FOR THE  
ZONING & SIGN ORDINANCE UPDATE AND ASSOCIATED SERVICES**

Per your request, I am pleased to submit this proposal for Simplecity Design to provide professional consulting services to the City of Bastrop for the update and rewrite of the Zoning and Sign Ordinances.

**PROJECT BACKGROUND AND PURPOSE**

Zoning and subdivision ordinances are the primary city regulations governing the look, feel, and function of the community. Outdated and arbitrary codes create patterns of development not conducive to the city's long term goals. The recently adopted Comprehensive Plan ("Comp Plan") which included a new Future Land Use Map (FLUM) and accompanying ten Character Areas can be coded to ensure the future areas are built to meet the goals of the plan. The City's zoning code, development regulations, and technical (design) standards need to be updated in order to eliminate conflicts with the recommendations in the Comp Plan and streamline evaluation and approval of future developments in the City. This proposal includes an assessment and rewrite of the City's existing Zoning Code (Chapter 14) and Sign Ordinance (Article 3.20). It also includes items to identify for immediate modifications to be made out of sequence with the full update. Updates to other chapters of the City's ordinances and technical standards can be completed as additional services, but are not included in this initial proposal.



## **SCOPE OF SERVICES- APPENDIX “A”**

The following tasks will be completed as part of the contract:

### **Authentic Bastrop Development – Zoning Districts and Conversion Tables**

Using the information gathered during Phase I, the discovery phase, this phase will begin with a celebration of authenticity in Bastrop. Begin with an fun and public introduction to why authentic Bastrop was created and why it works. The next steps include creating and introducing the new zoning districts and establishing a template for new zoning district criteria.

The process will:

1. Remove unnecessary districts and regulations
2. Establish a structure, and standards to support the Character Areas outlined in the Comprehensive Plan
3. Develop a user-friendly format easy to interpret for all users of the code

**2.1 Public Introduction of Authentic Bastrop DNA** — Once we have a clear understanding of all the elements making up downtown Bastrop, conflicts with policies, and the Comp Plan, and the key code changes necessary to protect and enhance the build and natural environments of the city; an introduction of the findings and the journey ahead will be introduced to the public. This is a fun and informative public meeting hosted in a downtown location.

**2.2 Zoning District Conversion Table** – Create a conversion table to introduce the new zoning districts compared to the current districts. This translation sheet will be useful for the staff, elected and appointed officials and the development community to clearly understand how existing zoning will be mapped to the new districts.

**2.3 Ordinance Outline and Zoning District Template** – Develop a draft outline of the new zoning ordinance, including a template for zoning district regulations. The zoning district template will utilize text, graphics and photos to convey criteria, key features and example buildings and layouts.



**2.4 Introduce New Sign Standards**—Develop a draft set of sign standards applicable to a variety of sign types and locations based on the input received from the city and the community.

**2.5 Review Workshop** – Meet with staff and representatives from City Council and P&Z to present, review and discuss the draft zoning districts, conversion table, ordinance outline and zoning district templates. Workshop will include a brief summary presentation by our Team followed by questions and discussion. Staff will be given additional time after the workshop to review the draft materials in more detail and provide a consolidated list of comments back to the Team.

**2.6 Final Zoning and Sign Ordinance Outline, Conversion Table and Zoning District Template** – Incorporate the City’s comments and prepare and submit the final ordinances outlines, conversion table (including the approved new zoning districts) and zoning district template. Once submitted to the City, the Team will base all remaining work on these documents.

**2.7 Authentic Bastrop Design Rodeo**— Planning the future of the community is the most important role citizens can partake in. The Authentic Bastrop Design Rodeo will be a fun and interactive way for the community to inform and shape the code and how it's applied. The event will be broken into two two-day events. The schedule of the event will be coordinated with the City. There will be designated times for public conversations, stakeholder input meetings, design review, and public presentations with feedback loops from the outcomes.

### **Component 2 Deliverables**

- Public Intro to Authentic Bastrop Findings (2.1)
- Draft Zoning District Conversion Table (2.2), Ordinance Outline (2.3), Zoning District Template (2.2) and Sign Standards (2.4)
- PDF of Review Workshop Presentation PPT (2.5)



- Final Zoning District Conversion Table, Ordinances Outlines and Zoning District Template (2.6) in hard copy and electronic (MS Word and PDF) versions
- Authentic Bastrop Design Rodeo (2.7)

**City Responsibilities**

- Assist in scheduling and preparation for the review workshop and Authentic Bastrop Design Rodeo location and logistics
- Participate in review workshop and the design rodeo
- Internal coordination for distribution and review of draft documents
- Review draft materials and provide a single, consolidated set of review comments

**Component 2 Schedule**

|                                  |               |
|----------------------------------|---------------|
| Zoning District Conversion Table | October 2018  |
| Zoning & Sign Ordinance Outline  | October 2018  |
| Sign Standards                   | November 2018 |
| Review Workshop                  | November 2018 |
| Final Ordinance Outlines         | December 2018 |

**Phase 2 Fee**

**\$66,500**

### **Component 3 – Draft Zoning Ordinance and Development Standards**

In this phase, our team will develop a complete draft of the new Zoning Ordinance and associated Development Standards based on the decisions made and input received in the first two phases. The preliminary draft of the documents will enable additional testing and refinement internally with staff before an official draft is released to the public and presented to P&Z and Council.

**3.1 Preliminary Draft Documents and Rezoning Map** – Prepare a complete draft of the new Zoning Ordinance, Sign Ordinance and associated Development Standards, which will replace the existing Chapter 14 and Article 3.20 of the City’s Code of Ordinances.

**3.2 Staff (Internal) Review Workshop** – Meet with staff to present, review and discuss the draft. Workshop will include a brief summary presentation by our Team followed by questions and discussion. Staff will be given additional time after the workshop to review the draft materials in more detail and provide a consolidated list of comments back to the Team.

**3.3 Public Review Draft and Rezoning Map** – Incorporate the staff’s comments and prepare and submit the updated draft for distribution to Council, P&Z and the general public for review and comment.

**3.4 Authentic Pop Up Street Project**– Visually transforming places and spaces with a temporary/ temporary to permanent installations will allow the community to see, feel, and experience the difference in street design. The popup project will be planned in partnership with the city.

### **Component 3 Deliverables**

- Preliminary Draft of Zoning Ordinance and Rezoning Map, Sign Ordinance and Development Standards (3.1) in hard copy and electronic (MS Word and PDF) versions



- PDF of Workshop Presentation PPT (3.2)
- (Updated) Public Review Draft of Zoning and Sign Ordinances and Development Standards (3.3) in hard copy and electronic (MS Word and PDF) versions
- Authentic Bastrop Popup Street Project (3.4)

**City Responsibilities**

- Assist in scheduling and preparation review workshop
- Participate in review workshop
- Internal coordination for distribution and review of draft documents
- Review draft materials and provide a single, consolidated set of review comments
- Post Public Review Draft for citizen review and comment; collect and consolidate comments from stakeholders, citizens, P&Z and Council.

**Component 3 Schedule**

|                                 |               |
|---------------------------------|---------------|
| Preliminary Draft Ordinances    | December 2018 |
| Staff Review Workshop           | December 2018 |
| Public Review Draft             | January 2019  |
| Authentic Pop-Up Street Project | January 2019  |

**Phase 3 Fee**

**\$79,900**



## **Component 4 – Adoption of Final Zoning Ordinance and Development Standards**

The primary purpose of the fourth and final phase is to incorporate comments received on the Public Review Draft and present the final version of the document(s) to P&Z and City Council for approval and adoption.

- **4.1 Final Draft and Draft Rezoning Map** – Incorporate comments received on the Public Review Draft and finalize all text, graphics and appendices. Complete thorough QC to ensure all cross references (both internal to Chapter 14 and to other Chapters of the City’s Code) are complete and accurate. The team will work with staff to ensure this matches their interpretations. The zoning map will be finalized in accordance with the staff and public input to best align the zoning districts in the appropriate areas of the city. This step in the process will require substantial city staff time to ensure we meet the notification and rezoning requirements of the City and the State of Texas.
- **4.2 Adoption Process** – Attend public hearings with Planning and Zoning Commission and City Council to present the final document(s) for approval and official adoption.

## **Component 4 Deliverables**

- Final Draft of Zoning Ordinance and Development Standards (4.1) in hard copy and electronic (MS Word and PDF) versions
- PDF of Adoption Presentation PPT (4.2)

## **City Responsibilities**

- Assist in scheduling any required workshops and public hearings
- Process any necessary rezoning elements per state law, and city codes including publications, notices, etc.



- Assist in presenting documents to P&Z and Council for adoption

#### **Component 4 Schedule**

|   |               |
|---|---------------|
| Final Draft Code and Map                    | January 2019  |
| Review Workshop                             | February 2019 |
| Adoption Process Begins                     | February 2019 |
| Adoption of New Codes and Citywide Rezoning | March 2019    |

#### **Component 4 Fee**

**\$ 30,100**

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**Total Fee: \$176,500**

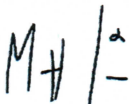
#### **Team:**

**Simplecity Design, LLC. including subcontractor John Foreman**

**MC/A Architects, INC.**

We look forward to ensuring the City of Bastrop has the zoning, sign, and development regulations which reflect its heritage and lead the city to a resilient future.

Sincerely,



Matt Lewis, CNUa

President, Simplecity Design, LLC



City of Bastrop, Texas

Zoning Code and Sign Code Update Contract

THIS CONSULTING AGREEMENT (the "Agreement") dated this 23rd day of May, 2018

Between:

City of Bastrop, Texas at 1311 Chestnut St., Bastrop, Texas 78602 (the "Client")

- AND -

simplecitydesign, llc. at 704 W. Crestland, Austin, Texas, 78752 (the "Contractor").

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:



## Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

Services Described in Appendix "A".

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

## Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days' written notice to the other Party.

## Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## Compensation



7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor at the completion for each Component as described in Appendix "A".
8. The Client will be invoiced monthly, bi-monthly or at the completion of each task as described in Appendix "A".
9. Invoices submitted by the Contractor to the Client are due within 30 days upon of receipt.
10. The Compensation as stated in this Agreement does include sales tax, or other applicable duties as may be required by law.

#### Reimbursement of Expenses

11. The Contractors expenses incurred in connection with providing the Services of this Agreement will be invoiced to the client with associated tasks.

#### Ownership of Intellectual Property

12. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
13. The Contractor may use the Intellectual Property for promotion of work and past examples of work performed.



## Return of Property

14. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

## Capacity/Independent Contractor

15. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

## Notice

16. All written notices, requests, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. City of Bastrop  
1311 Chestnut St., Bastrop, Texas 78602

- b. simplecitydesign, llc.  
704 W. Crestland, Austin, Texas 78752



or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

#### Indemnification

17. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

#### Modification of Agreement

18. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### Time of the Essence

19. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### Assignment

20. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the



prior written consent of the Client, unless otherwise noted in "Exhibit A".

#### Entire Agreement

21. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### Enurement

22. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### Titles/Headings

23. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### Governing Law

24. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

#### Severability

25. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

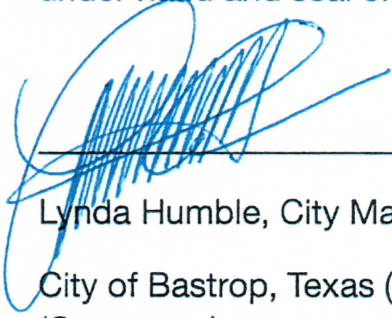




Waiver

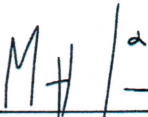
26. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 30th day of August , 2018.



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Lynda Humble, City Manager  
City of Bastrop, Texas (Client)  
(Contractor)



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Matthew Lewis, President  
simplecitydesign,llc