

RESOLUTION NO. R-2019-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BASTROP AND SIMPLECITY DESIGN, LLC DATED FEBRUARY 6, 2019 TO NULLIFY THE PREVIOUS CONTRACT DATED AUGUST 30, 2018 FOR ZONING AND SIGN ORDINANCES UPDATE AND REPLACE THOSE SERVICES WITH CREATION OF THE BASTROP BUILDING BLOCK (B³) CODE, B³ PATTERN BOOK, AND TECHNICAL CRITERIA MANUAL; AND ADDING ADDITIONAL SERVICES FOR URBAN DESIGN SERVICES FOR THOROUGHFARE MASTER PLAN AND INTERNAL DEVELOPMENT PROCESS ALIGNMENT FOR B³ CODE IN THE AMOUNT OF TWO HUNDRED FIFTY-SIX THOUSAND SIX-HUNDRED (\$256,600.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Included in this FY Year's Budget in the Innovation Fund, there was \$330,325 allocated for the update of the Zoning Ordinance, Sign Ordinance (Phase I - \$176,500 - by SimpleCity Design), and Updates to the International Code, Technical Manual, and Development Review Process (Phase II - \$153,825 - by SimpleCity Design); and

WHEREAS, Resolution R-2018-74 approved a professional services agreement for \$176,500 for Phase I. Phase I included assessing the City's current codes, which was presented to Council in October; Introduce the DNA Analysis, which was introduced during a Building Bastrop Open House, and to draft a Zoning Ordinance and Sign Code, including seeking public input, which was achieved through the Design Rodeo in November and the Code Rodeo in December; and

WHEREAS, Phase II has not yet been approved by the City Council. Phase II, as proposed, was to create a Technical Manual, Update the International Codes, and Create a Development Review Process; and

WHEREAS, once the Design and Code Rodeos were completed, it became obvious that writing a "traditional" zoning ordinance would not achieve the Purpose Statement created by Council, which is ***"to create a fiscally sustainable community through land-use regulations that are authentic Bastrop and geographically sensitive;"*** and

WHEREAS, it was also determined that it would also not resolved the conflicts that exists between Ordinances that regulate development in our existing Code of Ordinances; and

WHEREAS, it was determined that a Unified Development Code to be known as Bastrop Building Block (B³) Development Code, accompanied by a B³ Pattern Book, and Technical Criteria Manual could be created that would ensure all aspects of the City's Purpose Statement would be achieved; and

WHEREAS, B³ Development Code is being developed to create a fiscally sustainable community, drafting regulations that are specifically geographically sensitive without having a one-size-fits-all approach, and ensuring that the end-result is Authentic Bastrop using the DNA

analysis extracted from Downtown as its foundation. Staff will complete the International Code Updates in-house; and

WHEREAS, as a part of the Policy Statement adopted by Council, it recognizes that the single most important element of achieving fiscal sustainability is having a gridded street network. Updating the Transportation Master Plan, Chapter 5 – Thoroughfare Plan was not contemplated during the budget process, which will be led by Kimley-Horn from an engineering perspective; and

WHEREAS, SimpleCity Design will handle the urban design aspects of the street network by providing proposed street classifications and street designs to Kimley-Horn and ensuring a cohesive integration of these designs into the Development Code and Thoroughfare Plan; and

WHEREAS, in addition, there is a need to internally align of our Internal Development Review Process to accommodate the changes that will come with the B³ Codes.

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

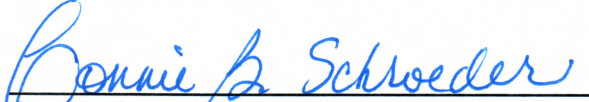
Section 1: That the City Manager is hereby authorized to execute a Contract with Simplecity Design, LLC in the amount of Two Hundred Fifty-Six Thousand Six Hundred and 00/100 Dollars (\$256,600.00), which is attached as Exhibit A.

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.

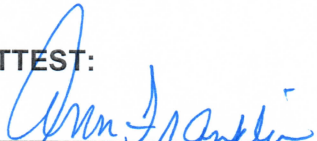
DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 26th, day of March 2018.

APPROVED:



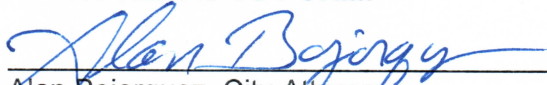
Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

February 4, 2019

Lynda Humble, City Manager

City of Bastrop

1311 Chestnut

Bastrop, Texas 78602

REVISED PROFESSIONAL SERVICES CONTRACT AMENDING AND NULLIFYING THE PREVIOUS CONTRACT" ZONING & SIGN ORDINANCE UPDATE AND ASSOCIATED SERVICES" AND REPLACING WITH THE SCOPE OF THIS CONTRACT" THE BASTROP BUILDING BLOCK(B³) CODE, B³ PATTERN BOOK, DEVELOPMENT PROCESS, TECHNICAL CRITERIA MANUAL AND ADD ALTERNATIVE URBAN DESIGN STREET REIVEW AND ASSOCIATED STANDARDS"

Per your request, I am pleased to submit this proposal for Simplecity Design to provide professional consulting services to the City of Bastrop to create the Bastrop Building Block, B³ Code, including zoning, subdivision, signs and associated development standards to guide the future of the City to a fiscally sustainable place.

SCOPE OF SERVICES- APPENDIX "A"

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

TASK 1 BASTROP BUILDING BLOCK B³ CODE

1. Create a local, geographically sensitive, and fiscally sustainable development code
2. Attend regular meetings with City Staff on to updates as determined by project need
3. Provide City Council, and boards and commissions updates as determined by project need
4. Host public comment sessions at City Council and Planning Commission meetings and workshops
5. The Final B³ documents will be prepared for adoption and presentations for the Planning & Zoning Commission and City Council will be created
6. Attend and present at the public hearings for the Planning Commission and City Council thought the entire adoption Process

Deliverables

B³ Document Framework

B³ Draft Documents and B³ Map

B³ Review Workshop

Community Forums (Up to 3)

Final B³ Outline and B³ Map

B³ Review Workshop

Final Draft Document and B³ Map

Review Session with City Staff

Pop Up Street Project Collaboration

Adoption Attendance and Presentations

TASK 1: \$116,650

Task 2: B³ PATTERN BOOK

1. Create a Pattern Book with architectural guidelines or ordinances which will accompany the B³ Code
2. Attend regular meetings with City Staff on to updates as determined by project need
3. Provide City Council, and boards and commissions updates as determined by project need
4. Host public comment sessions at City Council and Planning Commission meetings and workshops
5. The Final B³ Pattern Book will be prepared for adoption and presentations for the Planning & Zoning Commission and City Council will be created
6. Attend and present at the public hearings for the Planning Commission and City Council thought the entire adoption Process

Deliverables

Pattern Book Framework

Draft Pattern Book

B³ Review Workshop

(2) Community Forums

Final B³ Pattern Book Outline

B³ Review Workshop

Final B³ Pattern Book

Adoption Attendance and Presentations for hearings

TASK 2 : \$40,150

TASK 3 DEVELOPMENT PROCESS

1. Assist staff in reviewing existing process, determining the framework for the new process and reviewing updated process
2. Assist staff in testing, refining the process alignment with the B³ Code
3. Host public comment sessions at City Council and Planning Commission meetings and workshops

Deliverables

Integration of Development Process into B³ Code

TASK 3: \$19,500

TASK 4 TECHNICAL CRITERIA MANUAL (TCM)

1. Create a TCM with local standards aligned with the purpose and intent of the B³ Code
2. Attend regular meetings with City Staff on to updates as determined by project need

3. Provide City Council, and boards and commissions updates as determined by project need
4. Host public comment sessions at City Council and Planning Commission meetings and workshops

Deliverables

TCM Framework

Preliminary Draft TCM

Review Workshop

Final Draft TCM

Review Workshop

Final TCM Document

Adoption Attendance and Presentations

TASK 4: \$57,300

City Responsibilities

- Assist in scheduling, preparation and providing for the review workshops, forums and popup
- Review draft materials and provide a single, consolidated set of review comments
- Distribute information for citizen review and comment; collect and consolidate comments from stakeholders, citizens, P&Z and Council

TOTAL CONTRACT

\$233,600

(OPTIONAL) ADD ALTERNATE URBAN DESIGN STREET ASSISTANCE AND STANDARDS CREATION

TASK 5 URBAN DESIGN ASSISTANCE, REVIEW AND RECOMMENDATIONS AND STREET STANDARDS

1. Collaborate with Master Transportation Plan (MTP) Consultant to ensure the recommendations align with the B3 Code intent, designs, and requirements
2. Attend meetings with City Staff and MTP Consultant on to updates as determined by project need, (4 Meetings Budgeted)
3. Assist in creating, reviewing and making recommendations on terminology, standards, placement, grid structure, geographic grid interruptions, cross sections, and functional classifications (if used)
4. Integration of updates into the B3 Code to ensure regulatory alignment

TASK 5 COST: \$23,000

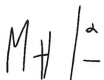
(OPTIONAL) ADD ALTERNATE

TASK 6 DEVELOPMENT REVIEW, STAFF ASSISTANCE, PROJECT SPECIFIC WORK, & CODE ADMINISTRATION ASSISTANCE

COST: NOT TO EXCEED \$50,000 WITHIN THE YEAR.

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

Sincerely,

A handwritten signature in black ink, appearing to read "M Lewis" with a stylized flourish at the end.

Matt Lewis, CNUa

President

Simplicity Design, LLC

City of Bastrop, Texas Zoning Code and Sign Code Update Contract

THIS CONSULTING AGREEMENT (the "Agreement") dated this 4th day of February, 2019

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 Tasks as described in Appendix "A".
8. The Client will be invoiced monthly, bi-monthly in this fixed fee contract as described in Appendix "A".
9. Invoices submitted by the Contractor to the Client are due 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 Contractor's 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.

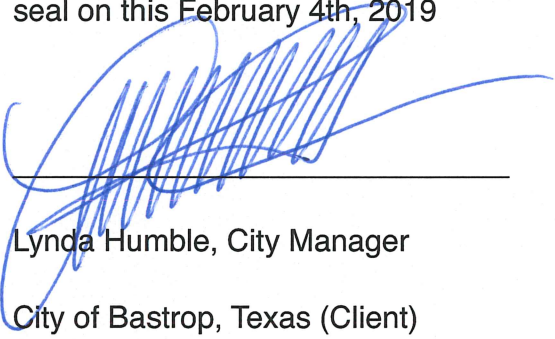
Severability

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.

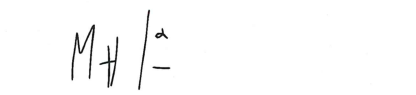
Waiver

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 February 4th, 2019



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



Matthew Lewis, President
simplecitydesign,llc (Contractor)