

**UNIFIED DEVELOPMENT CODE
IOWA COLONY, TEXAS
SCOPE OF SERVICES**

I. INTRODUCTION

Overview

Over the years, the City has adopted a series of individual ordinances to address certain land development and land use issues. These ordinances include, but are not limited to the following:

- *Unified Development Code;*
- *Zoning Ordinance;*
- *Subdivision Ordinance;*
- *Ordinance 2016-19, Sign Regulations;*
- *Ordinance 2021-16, Regulations of Mobile Food Units; and*
- *Ordinance 2021-13, Businesses in Mobile Units.*

Since these ordinances were produced independent of one another, increasingly, the administration of these ordinances commonly become more problematic and troublesome for development applicants, City staff, Zoning Board of Adjustment (Board), Planning Commission (Commission) and City Council (Council). Issues typically arise as to substantive errors, oversights, conflicts, and inconsistencies both within and across the ordinances. In turn, these cause difficulty in decision making, delayed processes and approvals, and unnecessary frustration.

Under the auspices of the H-GACBuy procurement program, through which the City of Iowa Colony is an end user and Kendig Keast Collaborative (KKC) is a pre-qualified firm for *Community Planning Services*, KKC will provide professional planning services in an effort to resolve these issues by providing an update to the Unified Development Code (UDC) that integrates all of the separate ordinances that are the subject of this proposal. Furthermore, with the city's 2020 adoption of a Comprehensive Plan, the above listed ordinances do not reflect the community-supported directions of the plan. With consolidation of the UDC, they will be updated to be in lockstep with the city's policies and goals.

Scope of Services

As a continuation of the city's efforts to implement the Comprehensive Plan and to effectively process and manage quality development, the following scope of services is to build on the work completed to date for the preparation of a well-coordinated set of development regulations that resolve the issues regularly encountered, and takes the next step to provide the criteria, standards, and requirements necessary for the Commission, Mayor and Council, and city staff to work with applicants to further the City's economic development.

II. CORE PROJECT SERVICES

PHASE ONE: PROJECT ORIENTATION

1.1 *Project Orientation/Kick-Off*

KKC staff and the City Manager and City Engineer, along with other invited staff, will hold a project orientation teleconference immediately following notice to proceed to supplement our understanding of the project. This understanding will be reinforced through meetings held with the Planning Commission, Zoning Board of Adjustment and City Council during this and subsequent phases of the project.

Following the teleconference, KKC will develop a schedule of deliverables, meetings, and teleconferences; communication and coordination protocol; and a contact database. We will also make arrangements for the transmittal of needed documents, maps, and data from the city to KKC.

Meeting(s):

- Project orientation teleconference

Deliverable(s):

- Project schedule

1.2 *Joint City Council / Planning & Zoning Commission Meeting*

KKC team members will conduct an introductory meeting with the City Council and the Planning & Zoning Commission to overview the project approach and schedule, summarize the key findings of the stakeholder interviews, and to initiate dialog as to the key planning and regulatory issues to be addressed in the UDC. Each meeting will be approached as an opportunity to receive input and feedback and at the same time, to educate the Council and the Commission and train them on the use of the UDC in their respective roles.

Meeting(s):

- Introductory meeting with the City Council and Planning & Zoning Commission.

Deliverable(s):

- Introductory presentation

1.4 *Field Reconnaissance*

Acquire and review all existing conditions data, information, and mapping from the City, including that collected by and developed through the Comprehensive Plan process.

Observe built applications of the zoning and subdivision ordinances, particularly demonstrations of community resilience and other best practices applications, through self-guided field reconnaissance and/or a staff-lead tour with the City staff.

Develop a photographic inventory to capture development types, forms, and patterns and those that reflect the policies of the Comprehensive Plan.

Meeting(s):

- Self- or Staff-Guided City Tour

Deliverable(s):

- None for this task.

Timeline for PHASE ONE: One Month

PHASE TWO: CODE DIAGNOSIS

2.1 Review of Plan Documents, Ordinances and Other Identified Resources

Comprehensively review all applicable plans, studies, and other local and regional documents, (e.g., 2020 Comprehensive Plan, 2020 Unified Development Code, Subdivision Ordinance Amendments, etc.) and review all development-related regulations (including any disparate ordinances not including those identified above) and identify those that may be integrated or referenced in the Consolidated UDC.

Meeting(s):

- None for this task.

Deliverable(s):

- None for this task.

2.2 Annotated Outline

An annotated outline will be an initial deliverable to set out how the Consolidated UDC will be organized and structured to be more intuitive and easier to administer, navigate, and use. Changes to the order or structure of chapters, articles and sections within the individual ordinances may occur during the project in response to information developed as the project progresses. Such changes may require an amendment if they materially add to the content of the UDC (e.g., unforeseen inclusion of additional ordinances, technical manuals, or design guidelines) or constitute a substantive change.

2.3 Code Audit

Develop a comprehensive review and summary of gaps and deficiencies of the existing relevant regulations to incorporate, at a minimum:

- Concerns and comments from the Council, Commission, Board and staff;
- Concurrency with the Comprehensive Plan (2020) and its policies and directions;
- Compliance with federal and state statutes and case law;
- Cohesiveness and consistency;
- Enforceability;
- Workability for staff and the general public;
- Strategic approaches for addressing key project issues;
- Relevant plan initiatives and the means for implementing them; and
- Recommendations about the proposed UDC organization and content.

Meeting(s):

- Teleconference to review the Annotated Outline and Code Audit with City Staff

Deliverable(s):

- Annotated Outline
- Code Audit

Timeline for PHASE TWO: Two Months

PHASE THREE: ITERATIVE DRAFTING

3.1 Create Online UDC

KKC will complete the drafting and revision work through the enCodePlus web interface. This will allow for an online forum for review of the code, as well as for comments to be posted by city staff and responded to by KKC as the process unfolds. Upon adoption, the Consolidated UDC will be integrated with the Code of Ordinances, and dynamically linked to the online zoning map.

EnCodePlus, LLC is an exclusive partner of Municode, meaning that the UDC may be developed in a more friendly and robust web-based format that will accomplish the city's objectives of creating a code that is more accessible, simpler to use and easier to understand. The benefits of enCodePlus include:

- Custom branding and design unique to Iowa Colony;
- In-line tables and graphics and a more sophisticated layout;
- Custom designed site navigation;
- Indexing of related regulations within and separate from the UDC;
- Presentation in an eReader format;
- Quick table view;
- Auto-notification of published amendments;
- Hover-over, pop-up definitions;
- Hyperlinked cross references (internal and external);
- MS Word and PDF exports;
- Guaranteed uptime; and
- Mobile device access.

3.2 Draft Consolidated UDC Modules

The UDC will be drafted, presented, and discussed in two (or more) modules. The "modules" approach helps to facilitate discussion with the staff, Planning Commission, Board and Council in an iterative fashion. The content of the modules will be outlined in the Annotated Outline.

KKC will conduct the necessary research and draft the regulations, subject to review and comment by the city. KKC will rely on the city to review the proposed regulations when submitted in draft form and, for the City Attorney to ensure that the proposed code complies with the legal requirements in Texas.

KKC will develop language for the Consolidated UDC based on the accepted Annotated Outline, input received through the Commission, Board and Council meetings, and through close coordination with the City Manager and City Engineer. All deliverables will be provided to the City Manager who will be responsible for distributing them to the Commission, Board and Council. The City Manager will be responsible for regularly reporting to other committees and boards, as applicable, on the status of the project and providing a forum to receive their input. Substantive input received from any boards or

committees must be provided to KKC in written form using the online editing or commenting function of enCodePlus.

KKC will refine the draft modules based on the feedback received from Commission, Board and Council as each module is completed and reviewed. The refined modules will be assembled into a consolidated draft, which will be in a public hearing format inclusive of tables, graphics, illustrations, and a glossary of acronyms and definitions.

The City Engineer will be responsible for coordinating and compiling in a consolidated manner all review comments on and requested/suggested revisions to each deliverable, beyond the comments provided directly to KKC personnel during project meetings.

Meeting(s):

- Interim teleconferences with the City Manager and City Engineer will be held as-needed during the drafting process to discuss regulatory strategies, relationships to existing standards and procedures, and other administrative matters, as necessary.
- The meetings held for each module will include a joint meeting with Commission, Board and Council to discuss the respective module in an open public meeting format.

Deliverable(s):

- Draft modules of the Consolidated UDC with relevant tables and graphics, delivered to the City Manager and City Engineer for their review and the review and comment of the Commission, Board and Council.
- Revised draft modules assembled into a public hearing draft. KKC will provide one round of revisions for each draft module following review and receipt of comments and suggested revisions by the City Manager and City Engineer, and through the overview of the Commission, Board and Council. The City Engineer will be responsible for consolidating all comments and having them posted in enCodePlus.

3.3 *UDC Illustration*

Modify “stock” graphics and create custom graphics to illustrate the regulations. In the online format, organize all graphics in a library file tree format and link each graphic to the applicable sections of the code.

Meeting(s):

- Teleconferences with staff

Deliverable(s):

- Embedded code graphics

3.4 *Create GIS Online Zoning Map*

The zoning map will be updated to reflect all amendments since it was last updated in 2009. Each Planned Unit Development (PUD) and Development Agreement will be linked to each parcel within their respective boundaries. The map will tie into the Brazoria Council Central Appraisal District (updated in

real-time or quarterly) to display the related parcel information on the map. The map will be plotted quarterly for presentation in City Hall. Other features will include:

- A district summary to display the uses and dimensional standards of each zoning district and parcel; and
- A land use lookup to query land uses to identify the applicable districts and locations within the city limits.

3.5 Site Development Design Standards Update

Foreseeably, there may be overlaps, inconsistencies or even conflicts between the updated zoning ordinance standards and the site development standards in the UDC. If updates are warranted, we will draft and illustrate standards that will “live” within the Consolidated UDC. The work product will include new and/or updated text and graphics, and presentation of the draft standards to the Commission and Council. This work may include some or all of the following activities and outputs:

- A critique of the existing site development design standards in the context of recent design outcomes.
- Speaking with staff and the Commission and Council about clarity of the standards and their ease of use.
- Reorganizing/reformatting the existing design standards to make them more user-friendly.
- Updating definitions and terminology for greater clarity and consistency.
- Adding graphics to simplify concepts and improve understanding.
- Creating flow diagrams to better illustrate the design review/approval process.
- Adding additional site/location-specific design standards for common development situations and scenarios.
- Adding more location-specific design standards for targeted districts.

Timeline for PHASE THREE: Four Months

PHASE FOUR: ADOPTION

4.1 Consolidated Draft UDC

Produce the Consolidated UDC as a public hearing draft, which will represent substantial completion of KKC’s work on the project. Create a presentation that summarizes the key changes to the existing ordinances.

Meeting(s):

- None for this task.

Deliverable(s):

- KKC will submit a public hearing draft of the Consolidated UDC inclusive of all tables, graphics, and definitions in an online format for public review and comment, as well as in MS Word and Adobe PDF formats.
- Public hearing PowerPoint presentation.

4.2 *Planning Commission Public Hearing*

- Present the public hearing draft of the Consolidated UDC to the Planning Commission for their final review, report, and recommendation to the Council.

Meeting(s):

- Planning Commission public hearing.

Deliverable(s):

- Public hearing draft of the Consolidated UDC

4.3 *Public Hearing Draft*

Create the public hearing draft based on the input received and direction provided by the Planning Commission.

4.4 *City Council Public Hearing*

Attend a City Council public hearing to present the Consolidated UDC, at which time it will be considered for adoption.

Meeting(s):

- City Council public hearing.

Deliverable(s):

- Final draft UDC inclusive of tables, graphics, illustrations, and definitions provided in the following formats:
 - Electronic files in MS Word and Adobe PDF; and
 - Online interactive integrated within the Code of Ordinances and dynamically linked to the online zoning map.

Timeline for PHASE FOUR: Two Months

ADD-ALTERNATE PHASE FIVE: ON CALL SERVICES

5.1 *On-Call Services*

Refer to Attachment 1 at the end of this document.

ADD-ALTERNATE PHASE SIX: IMPLEMENTATION ASSISTANCE

6.1 *Development Handbook Update (Optional)*

The Development Handbook would include updated or new applications, flow diagrams, development schedule and new and expanded checklists. The new handbook would be created in electronic form and integrated into the online UDC.

6.2 *Adoption Follow Up (Optional)*

Upon adoption and first year administration of the new UDC, KKC will provide consultant assistance, as follows:

- 6.2.1 *Assemble Staff Notes* (included). During the initial term of administration, staff of different City departments will likely make note of wording or dimensional changes or other provisional adjustments as record for consideration of amendments. KKC would assemble these notes, developed by City staff in a written and consistent form, evaluate them as to warranted amendments, and then draft a recommended amendments memorandum as outlined below.
- 6.2.2 *Performance Audit* (included). An audit would be conducted to validate the success of the UDC in achieving certain performance measures, including the gain in efficiency in processing applications toward approval and the quality of development procedures and outcomes. The results of the audit would be included in the recommended amendments memorandum.
- 6.2.3 *Recommended Amendments Memorandum* (included). After pulling the staff notes together and analyzing them for any conflicts or inconsistencies, KKC would draft a memorandum outlining the recommended amendments, together with required changes elsewhere in the UDC to ensure their integrity. This memorandum would be presented to the Planning Commission and City Council, as needed, which would provide technical guidance for drafting the amendments.
- 6.2.4 *Draft Amendments* (by quote, based on findings of the previous tasks). Based on the above memorandum, KKC would draft the warranted amendments in legislative format for staff review. Upon confirmation of the amendments, City staff would present them to the Planning Commission and City Council for recommendation and adoption, respectively. KKC would be available to present the amendments on an Add-Alternate basis. Once adopted, the amendments would be approved and published, with an archive created of the former ordinance.
- 6.2.5 *Codification Health Check*. To ensure that the UDC has been amended and codified properly, a health check would be conducted by enCodePlus. The check would review the format and language of amendments, their consistency with state and federal law, correct numbering, history notes, the effective date, and whether the ordinances are footnoted and hyperlinked within the document.
- 6.2.6 *enCodePlus Enhancements* (by quote). The city may opt to request custom enhancements to the software to meet certain demands of city users, such as use and history reporting or additional features. These would be on a case-by-case basis.
- 6.2.7 *Five-Year Update* (by quote). To maintain the integrity of the UDC and to keep it current with legal and regulatory changes and the latest trends, and to amend it as necessary, KKC would perform a comprehensive assessment and conduct warranted updates.

PROJECT BUDGET

The budget reflected below corresponds to the above four-phase scope of services to develop and facilitate the process to consolidate the zoning, sign, and subdivision regulations into the UDC. The cost for the basic services outlined above is \$115,710, which includes the 1.5% HGACBuy fee.

There are three add alternates including:

- Development Handbook (\$18,000)
- Adoption Follow Up Services (\$25,000)
- On-Call Services (Refer to Rate Schedule in Attachment A)

IOWA COUNTY, TEXAS CONSOLIDATED UNIFIED DEVELOPMENT CODE				
Key Personnel	Principal	Project Manager	Senior Associate	TOTAL
Title				
Scope Tasks				
Phase 1. Project Orientation				
Project Orientation / Kick-Off				\$1,200
Joint CC / P&Z Meeting				\$1,900
Field Reconnaissance				\$450
Subtotal	\$1,400	\$1,125	\$1,050	\$3,575
<i>Direct Expenses</i>				\$2,773
TOTAL FOR PHASE 1				\$6,348
Phase 2. Code Diagnosis				
Review of Plan Documents & Ordinances				\$3,000
Annotated Outline				\$700
Code Audit				\$7,050
Subtotal	\$1,800	\$4,750	\$4,200	\$10,750
<i>Direct Expenses</i>				\$0
TOTAL FOR PHASE 2				\$10,750
Phase 3. Iterative Drafting				
Web-Based Platform		No cost		\$0
Draft Consolidated UDC Modules				\$33,500
UDC Illustration				\$8,700
Create Online Zoning Map				\$7,500
Site Development Design Standards Update				\$12,800
Subtotal	\$15,000	\$22,000	\$18,000	\$62,500
<i>Direct Expenses</i>				\$5,190
TOTAL FOR PHASE 3				\$67,690
Phase 4. Adoption				
Consolidated Draft UDC				\$9,400
Planning Commission Public Hearing				\$2,500
Public Hearing Draft				\$6,300
City Council Public Hearing				\$2,500
Subtotal	\$4,000	\$8,000	\$8,700	\$20,700
<i>Direct Expenses</i>				\$4,715
TOTAL FOR PHASE 4				\$25,415
TOTAL For All Phases				\$110,200
H-GACBuy 1.5% Fee				\$5,510
TOTAL Contract Amount				\$115,710
Add Alternates				
Development Handbook Update				\$ 18,000
Adoption Follow-Up				\$ 25,000

ATTACHMENT 1

ON-CALL PROFESSIONAL SERVICES AGREEMENT

MADE AND ENTERED INTO by and between Kendig Keast Collaborative (hereinafter referred to as "Consultant") and the City of Iowa Colony, TX (hereinafter referred to as "Client").

WHEREAS, Client desires to engage the services of Consultant to complete professional services on an on-call or work order authorization basis; and

WHEREAS, Consultant desires to render certain services on an on-call hourly rate or work order authorization basis and has the experience and staff to perform these services;

NOW, THEREFORE, be it resolved by Client and Consultant, that:

Section 1. Services. Client hereby agrees to engage Consultant and Consultant hereby agrees to perform professional services for Client.

Such services, whether by general or work order authorization, will involve the Consultant's special capabilities as a multi-disciplinary community planning consultancy and experienced advisor to local government clients throughout the United States.

Such services will include general authorization on an hourly rate basis in accordance with **Exhibit A, Rate Schedule**, for work activities that are brief and sporadic or ongoing and of a general support nature. This includes meetings/calls with staff, review of applications for zoning and subdivision compliance, preparing staff reports, presentations to elected and appointed officials, and other similar tasks.

Section 2. Client's Responsibilities. Client agrees to provide Consultant with all pertinent data and other information that are necessary to the performance of services.

Section 3. Standard of Care and Warranty. Consultant agrees that its services will be performed with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and circumstances.

Section 4. Time of Performance. The Consultant shall be engaged for the above described services in an ongoing capacity unless notified otherwise of the Client's intent to discontinue the professional services arrangement, in accordance with Section 12, Termination. The Client shall consider and act on all project work items submitted by the Consultant, which require review, comments or approval by the Client, within a reasonable period of time so as to enable the Consultant to complete the work on schedule.

Section 5. Compensation. The Client shall compensate the Consultant for the professional services performed under this Agreement as follows:

- a) General authorization shall be compensated on an hourly rate basis, adjusted annually, and in accordance with the rate schedule as denoted in **Exhibit A, Rate Schedule**. Following any annual adjustments, the Consultant shall provide the Client an updated Rate Schedule. The hourly rates are "loaded" meaning they are inclusive of direct labor, overhead, fringe benefits, and profit.

- b) Work order authorizations shall be compensated on the basis of actual costs incurred by the Consultant within a not-to-exceed amount authorized by the Client in the work order. Upon request, the Consultant will provide an estimate of costs for work order services, which shall not be exceeded without further written authorization from the Client. The amount may be modified pursuant to Section 18, Amendments, in the event of a change in the Scope of Services, delays encountered by the Client and/or Consultant during the performance of services, or an increase or decrease in the complexity or character of the work.
- c) For both general and work order authorizations, reimbursement of direct expenses, such as supplies, reproduction, postage/shipping, subsistence and similar work-related expenses shall be on the basis of actual cost plus 10 percent. Reimbursement of mileage expense shall be at the prevailing Federal rate.

Section 6. Payment. Payment shall be made by the Client on a monthly basis upon its receipt of a statement from the Consultant of its authorized expenditures to perform the required work. Each request for payment shall include a brief progress report describing the services performed and work completed during the report period.

Section 7. Notices. To ensure efficiency of administration, communications between Client and Consultant shall generally be between the following:

Consultant	Client
Bret Keast, AICP CEO Kendig Keast Collaborative 77 Sugar Creek Center Blvd, Suite 600 Sugar Land, Texas 77478 281.242.2960 bret@kendigkeast.com	Robert Hemminger City Manager 12003 Iowa Colony Blvd Iowa Colony, TX 77583 City Hall – 281.369.2471 Direct 346.395.4559 rhemminger@iowacolonytx.gov

Substantive oral communications shall be confirmed in writing.

Section 8. Confidentiality. Consultant shall maintain as confidential and not disclose to others without the prior written consent of Client all information obtained from the Client, not otherwise previously known to Consultant, or in the public domain.

Section 9. Insurance. Consultant agrees to purchase and maintain at its own expense worker’s compensation insurance, employer liability insurance, general liability insurance, and automobile liability insurance. Consultant shall maintain this insurance in force, if available, after completion of services under this Agreement until the expiration of any applicable statutes of limitations.

Section 10. Independent Contractor. Consultant is and will perform services as an independent contractor and as such shall maintain complete control over and be responsible for all of its operations and personnel. This Agreement shall not be deemed to create any form of business organization between the parties.

Section 11. Disputes. In an effort to resolve any conflicts that may arise during the course of the project or following the completion of the project, Client and Consultant agree that all disputes between

them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. If a dispute arises relating to the performance of the services covered by this Agreement that is not settled by mediation, and legal or other costs are incurred, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorney's fees, and other claim-related expenses.

Section 12. Termination. This Agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, Consultant shall be paid for all services performed prior to the termination notice date.

Section 13. No Waiver. The failure of a party to enforce strictly any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced.

Section 14. Choice of Law and Venue. This Agreement is deemed to be made under and shall be construed according to the laws of the State of South Carolina. Venue shall be in Greenville County.

Section 15. Successors and Assignments. Client and Consultant each binds itself and its successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

Section 16. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 17. Entire Agreement. This Agreement, including all attachments hereunder, constitutes the entire agreement between the parties hereto and it supersedes all prior or contemporaneous agreements, whether oral or written, or inconsistency between this Agreement and any other contract documents. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound as provided for in Section 18.

Section 18. Amendments. All modification to this Agreement shall be made in writing and approved by both Client and Consultant.

Section 19. Effective Date. The effective date of this Agreement is the date of signature and execution by the Client.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts (each of which is an original) by their duly authorized representatives.

Consultant:

Client:

Signature

Signature

Bret C. Keast, AICP

Robert Hemminger

Name

Name

CEO

City Manager

Title

June 21, 2023

Date

Kendig Keast Collaborative
77 Sugar Creek Center Blvd, Suite 600
Sugar Land, Texas 77478

Address

Title

June 21, 2023

Date

City of Iowa Colony
12003 Iowa Colony Blvd
Iowa Colony, TX 77583

Address

EXHIBIT A
RATE SCHEDULE

Direct Labor Rates (Average Hourly Rate for Personnel Classification)

CEO (Bret Keast, AICP) (if needed)	\$200.00
Code Practice Leader (Brian Mabry, AICP)	\$165.00
Advanced Associate (Ashley Woolsey)	\$140.00
Business Administrator	\$75.00
Graphics Associate	\$60.00

Reimbursements

Mileage (Federal rate)	Actual mileage cost
Direct Expenses (Supplies, Reproduction, Subsistence, etc.)	Actual cost + 10%
