

RESOLUTION NO. R-2020-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A CONTRACT WITH SIMPLICITY DESIGN LLC FOR PROFESSIONAL PLANNING AND URBAN DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00), AS ATTACHED IS EXHIBIT A; AUTHORIZE THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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 (B<sup>3</sup>) Development Code, accompanied by a B<sup>3</sup> 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, now that the B<sup>3</sup> code was adopted on November 12, 2019, staff wants to ensure proper implementation of the codes to complete the Council's Vision and will utilize Simplicity's expertise and knowledge, when needed; and

WHEREAS, City Council understands that implementation of the Bastrop Building Block Code (B<sup>3</sup>) is one of the most important steps to achieving fiscal sustainability.

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

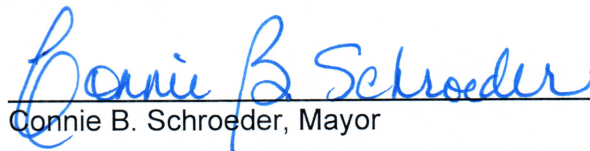
**Section 1:** That the City Manager is hereby authorized to execute a Contract with SimpleCity Design, LLC which is attached as Exhibit A.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

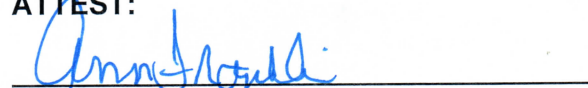
**Section 3:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 14<sup>th</sup>, day of January, 2020.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 15<sup>th</sup> day of JANUARY 2020, by and between the **City of Bastrop**, Texas (hereinafter referred to as the "City") and **SimplecityDesign, LLC**, (hereinafter referred to as "Simplecity"), is understood and agreed to be as set forth herein:

1. **Description of Services:** The City, in connection with carrying out the duties of its Bastrop Building Block Codes requires the services of a planning and urban design consulting firm.
  - (a) Provide development review, assistance, recommendations, and revisions.
  - (b) Attend meetings with City Staff for Development Review Committee (DRC), development submittals, site visits, or other meetings as requested.
  - (c) Assist in the creation, review, or modifications of Regulating Plans, Neighborhood Plans, or other plans as requested.
  - (d) Provide assistance with urban design, architectural review, street design, building types, lot occupancy or configurations, and other design related requests as needed.
  - (e) Assist with plat review, place type change or designation requests, civic space determinations, building plans, site plans or other plans as requested.
  - (f) Assist in B3 Code, pattern book, B3 Technical Manual or other documents modifications, updates, or interpretations.
  - (g) Assist in process updates, development manual revisions, or other procedural assistance as requested.
2. **Payment for Services:** The City will compensate Simplecity according to the Task Orders attached and incorporated herein as Exhibit "A" and subsequent Task Orders for Planning and Urban Design services approved by the City Council ~~or City Manager~~ during the term of this agreement. Simplecity shall invoice City monthly for services performed. Invoice shall include a description of the project and type of work performed. Additional services and payment for such services must be approved in writing by the City before such services are provided.
3. **Duration:** This Agreement shall be in effect for a period of one-year (12 months).
4. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.

5. **Relationship of Parties:** It is understood by the parties that Simplecity is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Simplecity.
6. **Limitations:** During the term of this agreement, Simplecity will contact the City in writing if a potential conflict of interest with a third-party client may exist. If the City Council finds that a project for a third-party client of Simplecity has a direct conflict with the City's interests, the City Council shall contact Simplecity in writing. If the conflict of interest cannot be resolved to either the party's satisfaction, either the Engineer or the City Council may terminate this Agreement with seven (7) days' notice to the other party.
7. **Employees:** Simplecity employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Simplecity shall provide adequate evidence that such persons are Simplecity's employees.
8. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, Simplecity has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (pursuant to Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (pursuant to Texas Government Code Chapter 2270). Simplecity must also complete Form 1295 (available online here: [https://www.ethics.state.tx.us/whatsnews/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnews/elf_info_form1295.htm)), as required by the Texas Ethics Commission, and submit it to the City.
9. **Injuries/Insurance:** Simplecity, acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Simplecity's employees, if any. Simplecity waives the rights to recovery from City for any injuries that Simplecity and/or Simplecity's employees may sustain while performing services under this Agreement. Simplecity shall provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period. Insurance requirements are attached and incorporated herein as Exhibit C – Insurance.
10. **Indemnification:** Simplecity agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against City that result from acts or omissions of Simplecity, Simplecity's employees, if any, and Simplecity's agents.
11. **Assignment:** Simplecity's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.



**12. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

**For the City:**

Attention: City Manager  
City of Bastrop  
P.O. Box 427  
Bastrop, TX 78602  
512-332-8800

**For Simplecity Design, LLC:**

Attention: Matt Lewis  
Simplecity Design, LLC  
120 West Hopkins #101  
San Marcos, TX 78666  
512-667-7201

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

**13. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.

**14. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

**15. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**16. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

**17. Applicable Law:** The laws of the State of Texas shall govern this Agreement.

**18. Venue:** The venue for any and all legal disputes arising under this Agreement shall be *Bastrop County, Texas*.

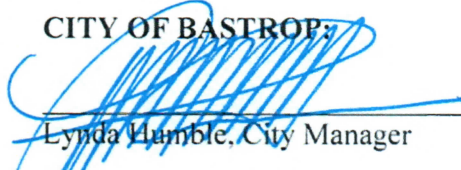
**20. Ownership of Intellectual Property:** All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the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



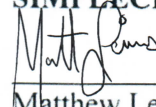
performed. Simplecity may use the Intellectual Property for promotion of work and past examples of work performed.

**21. Return of Property:** Upon the expiry or termination of this Agreement, Simplecity will return to the City any property, documentation, records, or confidential information which is the property of the Client.

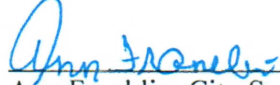
**CITY OF BASTROP:**

  
\_\_\_\_\_  
Lynda Humble, City Manager  
JANUARY 15, 2020  
Date

**SIMPLECITY DESIGN, LLC.**

  
\_\_\_\_\_  
Matthew Lewis, President  
01/15/2020  
Date

ATTEST:

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

## ON CALL PROFESSIONAL PLANNING AND URBAN DESIGN SERVICES CONTRACT

### SCOPE OF SERVICES- EXHIBIT "A"

#### TASKS:

1. Provide development review, assistance, recommendations, and revisions.
2. Attend meetings with City Staff for Development Review Committee (DRC), development submittals, site visits, or other meetings as requested.
3. Assist in the creation, review, or modifications of Regulating Plans, Neighborhood Plans or other plans as requested.
4. Attend meetings to provide City Council, and boards and commissions updates as requested.
5. Provide assistance with urban design, architectural review, street design, building types, lot occupancy or configurations, and other design related requests as needed.
6. Assist with plat review, place type change or designation requests, civic space determinations, building plans, site plans or other plans as requested.
7. Assist in B3 Code, pattern book, B3TM or other documents modifications, updates, or interpretations.
8. Assist in process updates, development manual revisions, or other procedural assistance as requested.

#### Hourly Rate For Services

Project Lead & Urban Design Staff: \$200.00

Architecture & Illustrative Rendering Staff: \$195.00

Planning & Design Staff: \$150.00

GIS Staff: \$125.00

Administrative Staff: \$75.00

#### Other Fees

Travel, printing, material, and other cost associated with the provided services will be billed according to the cost of services.

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