



NOTICE OF THE
Regular City Council MEETING

The City Council for the City of Simonton, Texas, will hold its Regular city council meeting on Tuesday, May 16, 2023 at 6:30 p.m. in Simonton City Hall, 35011 FM 1093, for the purpose of considering the following:

1. Call to Order.
2. Invocation and Pledge.
3. Public Comments (*In accordance with Texas Open Meetings Act and Texas Government Code 551.007, City Council may not discuss or take action on any item NOT listed on the Agenda. Each member of the public wishing to speak must sign in prior to the meeting and is limited to 3 minutes.*)
4. Consider and take action on the Consent Agenda.
Items listed under the Consent Agenda are considered routine and are generally enacted in one motion. The exception to this rule occurs when a Council Member requests one or more items removed from the Consent Agenda for separate discussion and action.
 - a. approve minutes from the April 18, 2023 regular council meeting
5. New Business
 - a. Presentation from Ryan Fortner on status of Sales Tax Recovery
 - b. consider and take action to appoint Justin Boudreau as Mayor Pro Tem
 - c. consider and take action to approve resolution authorizing the mayor to execute an agreement for planning services with Ardurra Group for the provision of a comprehensive plan for the city of Simonton
 - d. consider and take action to approve resolution to create the Comprehensive Plan Advisory Committee "CPAC" to guide the Consultant in its development, facilitation, production, and delivery of the Plan
 - e. consider and take action to approve resolution canvassing the results of the May 6, 2023 election
 - f. Mayor's Comments Prior to Swearing in of New Council

g. swearing in of newly elected city council members

6. Reports
 - a. Mayor
 - b. City Staff
 - c. City Administrator

Adjournment.

CERTIFICATE: I, the undersigned, City Secretary of the City of Simonton, do hereby certify that on the May 11, 2023, 5:00 PM I posted a true and correct copy of the above and following notice of the Regular Meeting of the City of Simonton Council to be held on May 16, 2023, at 6:30 PM at the Simonton City Hall, which posting was done not less than three (3) full days prior to the date fixed for said meeting.



City Secretary

The City Council may hold an Open or Closed meeting by telephone conference call if an emergency or public necessity exists within the meaning of Section 551.045 of the Open Meetings Act, and the convening at one location of a quorum of the City Council is difficult or impossible.

The City Council may convene into executive session on any matter related to any of the above agenda items for a purpose, such a closed session is allowed under Chapter 551, Texas Government Code.

Reasonable accommodation for persons with disabilities attending this meeting will be available. Persons with disabilities in need of special assistance at the meeting should please contact the City Secretary at 281-533-9809 Agendas are posted on the City Website at <http://simontontexas.gov>.

Minutes

Regular City Council Meeting

CITY OF SIMONTON

April 18,2023

This is a true and correct copy of the Minutes of the Regular Meeting of the Simonton City Council held on April 18,2023 at 6:30 PM.

1. Call to Order. **Mayor Boudreaux called the meeting to order at 6:36 PM. A quorum was present:**

Laurie Boudreaux, Thomas McLemore, Stacey Gootee, Kelli Matula, Cody Turner,

Council Members absent: Justin Boudreau

City Staff present: Jennifer Ward

Public Present: See Sign in sheet

2. Invocation and Pledge **led by Laurie Boudreaux**

3. Public Comments **Lou Boudreaux**

4. Consider and take action on the Consent Agenda:

a. approve minutes from March 21, 2023 Regular council meeting

b. approve minutes from April 4, 2023 regular council meeting

c. approve quarterly financials

Motion by Stacey Gootee to approve the Consent Agenda. Thomas McLemore seconded.

Ayes: All

Noes: None

Motion Passed

5. New Business

a. consider and take action to accept proclamation of April 2023 as Fair Housing Month

Motion by Thomas Mclemore to accept proclamation . Stacey Gootee seconded.

Ayes: All

Noes: None

Motion Passed

b. consider and take action to adopt resolution 2023-04 to deny Center Point Energy's increase in rate

Motion by Stacey Gootee to to adopt resolution 2023-04 to deny Center Point Energy's increase in rate. Thomas McLemore seconded.

Ayes: All

Noes: None

Motion Passed

c. consider and take action to appoint Justin Boudreau to Economic Development Corporation "A" Board.

Motion by Thomas McLemore to to appoint Justin Boudreau to Economic Development Corporation "A" Board.. Cody

Turner seconded.

Ayes: All

Noes: None

Motion Passed

d. consider and take action to approve bid for recodification services to recodify existing city ordinances.

Motion by Cody Turner to approve bid for recodification services to recodify existing city ordinances.. Thomas McLemore seconded.

Ayes: All

Noes: None

Motion Passed

6. Reports

- a. Mayor**
- b. City Staff**
- c. City Council**

Adjournment.

7:12 PM

Respectfully submitted,

Mayor

City Secretary

RESOLUTION NO. 2023-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A PLANNING SERVICES AGREEMENT WITH ARDURRA GROUP, INC, FOR THE PROVISION OF A COMPREHENSIVE PLAN FOR THE CITY OF SIMONTON.

WHEREAS, the City Council (the “Council”) of the City of Simonton, Texas (the “City”) desires to provide uniform, efficient, and strategic governance that contemplates the future growth of the City, with such governance being guided by a Comprehensive Plan (the “Plan”);

WHEREAS, the Council directed that a Request for Qualifications be issued for the creation of the Plan so that the Council could determine a qualified firm to create the Plan for the City;

WHEREAS, Ardurra Group, Inc. (“Ardurra”) has shown itself to be a leader in the field for the provision of the Plan and related services, and Ardurra desires to enter into a contract with the City for the creation of the Plan (the “Contract”), with the Contract being attached to this Resolution as “Exhibit A”;

WHEREAS, the City wishes to enter into the Contract with Ardurra for the creation of the Plan; and **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIMONTON:

SECTION 1. THAT the Recitals to this Resolution are true and correct and are incorporated herein for all purposes.

SECTION 2. THAT Ardurra Group, Inc. be awarded the Contract for the creation of a Comprehensive Plan for the City of Simonton according to the contract attached as “Exhibit A”.

PASSED AND APPROVED ON _____, 2023.

FOR THE CITY OF SIMONTON:

LAURIE BOUDREAUX, MAYOR

ATTEST:

Erica Molina, City Secretary

EXHIBIT A: COMPREHENSIVE PLANNING SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

PROFESSIONAL PLANNING SERVICES CONTRACT

This is a Contract between the CITY OF SIMONTON ("CITY"), and Ardurra Group, Inc., a Texas corporation and independent contractor, doing business in Texas ("Consultant"), acting herein by its duly authorized _____, _____, hereafter referred to as "party" or "parties".

WHEREAS, the CITY desires to develop a Comprehensive Plan for the City of Simonton and engage Consultant as an independent contractor to provide services of a professional necessary to project planning and feasibility investigations to complete the Project described as: Simonton Comprehensive Plan

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Scope of Services

Consultant agrees to perform the technical and professional services described in Exhibit "A" attached hereto and incorporated herein for all purposes. The parties by mutual agreement may provide for additional technical and professional services to be performed under the terms and conditions of this Contract and described under any additional "Work Orders" issued pursuant to Paragraph 12 of this Contract.

2. Compensation

CITY will pay Consultant for the technical and professional services described in Exhibit "A" in accordance with the Performance Schedule as outlined Exhibit "C," and for a cost reimbursable, initial total amount of Basic Services Compensation which shall not exceed **\$174,850.00** for work relating to the above described Project, as financially outlined in Exhibit "B."

3. Method of Payment

A. Compensation under all invoices shall be in accordance with percentages of work completed, and at the hourly rates described in Exhibit "B." CITY shall pay Consultant its fees based on the presentation by Consultant to CITY of a monthly summary statement for all current amounts earned under the Contract, including the identity of persons engaged on the Project, their time, hourly rates and reimbursable charges. All necessary supporting documentation consisting of timesheets, travel vouchers, and third-party receipts and invoices confirming and verifying the accuracy of the fees and expenses will be maintained by the Consultant at its Houston, Texas offices for three (3) years after Project completion and will be made available for CITY audit upon request. CITY will then attempt to pay Consultant its fees within ten (10) calendar days after the CITY approval, but in no event later than thirty (30) calendar days after presentation of an accurate monthly statement by Consultant to CITY. A charge of 6% per annum may be added to its billing for any delinquent payments not made by the CITY within thirty (30) calendar days. CITY shall have initial sole discretion in the approval or disapproval of any compensation to

Consultant, and any disputed amounts will be discussed and negotiated in good faith between the senior management of CITY and Consultant.

- B. Consultant shall keep the above referenced accurate records of any technical, professional, hourly and reimbursable services included within the Scope of Services described in Exhibit "A." It is recognized and acknowledged by Consultant that the CITY is a tax-exempt, public municipal corporation, and that the CITY can provide Consultant with certificates demonstrating the CITY's tax-exempt status and that Consultant shall not incur taxes that will be passed through to the CITY, including no application of sales taxes to boundary surveys.

4. Consultant's Standard of Care

Consultant shall provide its services under this Contract with the same degree of care, skill and diligence as is ordinarily provided by a professional under similar circumstances for a similar project and shall provide professional consultations and advice to the CITY during the performance of the services under this Contract as outlined in the Scope of Services.

5. Ownership of Documents

- A. As part of the total compensation which CITY has agreed to pay Consultant for the professional services to be rendered under this Contract, Consultant agrees that all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs and reports which are produced by Consultant are, and will remain, the property of the CITY. Consultant shall have the right to use such work products for Consultant's purposes on this Project. The above notwithstanding, Consultant shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the Services. CITY agrees that it will use such documents solely in connection with the Project covered by this Agreement and for no other purpose. Drawings and reports will be provided to CITY on both paper and electronic file formats.

The completed tracings and master specifications sheets shall remain the property of the Consultant, and reproduction of them in whole or in part, shall not be used on additions to the Project or on any other project, except upon separate, future written Agreement between the CITY and Consultant.

- B. Copyright or Patent Infringement Indemnification: **THE CONSULTANT SHALL DEFEND ACTIONS OR CLAIMS CHARGING INFRINGEMENT OF ANY COPYRIGHT OR PATENT BY REASON OF THE USE OR ADOPTION OF ANY DESIGNS, DRAWINGS OR SPECIFICATIONS SUPPLIED BY HIM, AND HE SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER FROM LOSS OR DAMAGE RESULTING THEREFROM, PROVIDING HOWEVER, THAT THE OWNER, WITHIN FIVE (5) CALENDAR DAYS AFTER RECEIPT OF ANY NOTICE OF INFRINGEMENT OR OF SUMMONS IN ANY ACTION THEREFOR, SHALL HAVE FORWARDED THE SAME TO THE CONSULTANT IN WRITING.**

6. Insurance

- A. The Consultant agrees to maintain for the duration of this Contract, the insurance coverages and limits as described below. The Consultant must deliver to the CITY a certificate(s) of insurance evidencing that such policies are in full force and effect within five (5) business days of notification of the CITY'S intent to award a Contract. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within five (5) business days may cause the Contract acceptance to be rescinded by the City. The CITY reserves the right to obtain complete, certified copies of all required insurance policies at any time.

The requirements as to types and limits, as well as the CITY'S review or acceptance of insurance coverage to be maintained by Consultant, is not intended to, nor shall in any manner limit or qualify the liability and obligations assumed by the Consultant under the Contract.

- (1) Commercial General Liability Insurance – Limit of liability not less than \$1,000,000.00 per occurrence. Consultant agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent, providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent subconsultant/subcontractor contractual liability.
- (2) Professional Errors and Omissions Liability Insurance – Limit of liability not less than \$2,000,000.00 per claim(s) made. Consultant agrees to maintain Professional (Errors & Omissions) Liability coverage to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay damages by reason of any act, malpractice, error or omission of the Consultant, or any person employed or acting on the Consultant's behalf (including but not limited to subconsultants/subcontractors). For policies written on a "claims-made" basis, Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this Contract, and that continuous coverage will be maintained, or a supplemental extended reporting period will be purchased, with a minimum reporting period not less than two (2) years after the completion of this Contract. The Consultant is solely responsible for any additional premium for the supplemental extended reporting period.
- (3) Comprehensive Business Automobile Liability Insurance – Limit of liability not less than \$1,000,000.00 per occurrence. Consultant agrees to maintain a standard ISO version Business Automobile Liability policy, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Should the Consultant not own any automobiles, the business auto liability requirements shall be amended to allow the Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.
- (4) Workers' Compensation Insurance & Employers' Liability Insurance – Texas Statutory minimum coverage and 500,000.00/\$500,000.00/\$500,000.00 coverages. The Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Consultant shall require the subconsultant/subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subconsultant/subcontractor.

- B. Consultant shall add the City of Simonton, together with its Council Members, officers and employees, as "Additional Insureds" on all required insurance policies, except worker's compensation, employers' liability and professional errors and omissions insurance.
- C. The Certificate of Insurance shall be completed by an agent authorized to bind the named underwriter(s) and their respective company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required basic information referenced or indicated thereon. CITY shall have no duty to pay or perform under this Contract until such Certificate(s) have been delivered to CITY and no officer, employee or agent of CITY shall have the authority to waive this requirement.

CITY reserves the right to review the insurance requirements of this Paragraph 6. during the effective period of this Contract and any extension or renewal hereof, and to modify insurance coverages and respective limits when deemed necessary and prudent by the CITY, based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will CITY allow modification whereupon CITY may incur increased risk. Consultant may be entitled to more or less compensation depending upon the City's actions regarding any insurance coverage adjustments.

The Consultant's financial integrity is an essential consideration for the CITY, therefore, subject to the Consultant's right to maintain reasonable deductibles in such amounts as are approved by the CITY, the CITY shall be entitled, upon request and without expense, to receive copies of the actual full insurance policies and all endorsements thereto, as they apply to the coverage limits required by CITY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto, or dictated by the underwriter of any such policies). Upon such request by CITY, Consultant shall exercise reasonable efforts to accomplish such changes and policy coverages, and Consultant shall pay any adjusted cost thereof, prior to seeking any Contract price adjustment from the CITY.

Consultant agrees that with respect to the above requirements, all insurance Contracts and Certificate(s) of Insurance will contain the following required provisions:

1. Appropriate insurance coverages shall include coverages for Consultant's obligations contained in the Contract.
2. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Simonton, as an Additional Insured shown on the policy.
3. Workers' Compensation and Employers' Liability policies will provide a waiver of subrogation in favor of the City of Simonton.
4. Consultant and/or insurance underwriter shall notify CITY in the event any notice of cancellation, non-renewal or material change in coverage occurs, and shall give such notices not less than thirty (30) calendar days prior to the change, or cancellation, or due to non-payment of premiums, which notice must be accomplished by a replacement Certificate of Insurance. All notices shall be given to CITY at the following address:

City of Simonton
Attn: City Manager
35011 Farm to Market 1093, Simonton, TX 77476
Phone: (281) 533-9809

If Consultant fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, CITY may obtain such insurance coverage(s), and deduct and retain the amount of the premiums for such insurance coverage(s) from any sums earned and due to Consultant under the Contract; however, procuring of said insurance by CITY is an alternative to the other remedies CITY may have, and is not the exclusive remedy for failure of Consultant to maintain said insurance or to secure such endorsement(s). In addition to any other remedies CITY may have upon Consultant's failure to provide and maintain any insurance or policy endorsements, to the extent and within the time herein required, CITY shall have the right to order Consultant to stop work hereunder, and/or withhold any payments(s) which become due to Consultant hereunder, until Consultant demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of proven damages to persons or property resulting from any Consultant's, its employees,' or agents' negligent performance of work covered under this Contract.

7. **INDEMNIFICATION AND LIMITATION OF LIABILITY**

CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF SIMONTONSIMONTON AND ITS RESPECTIVE COUNCIL MEMBERS, OFFICERS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT ACTS OF CONSULTANT OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.

TO THE EXTENT ALLOWED BY TEXAS LAW GOVERNING PUBLIC ENTITIES, CONSULTANT'S TOTAL LIABILITY TO CITY FOR ANY LOSS OR DAMAGES FROM CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT FROM ANY CAUSE INCLUDING CONSULTANT'S STRICT LIABILITY, BREACH OF CONTRACT, OR PROFESSIONAL NEGLIGENCE, ERRORS AND OMISSIONS, SHALL NOT EXCEED THE RESPECTIVE AND APPROPRIATE LIMITS OF THE CONSULTANT'S VARIOUS LIABILITY INSURANCE COVERAGES AS SPECIFIED IN PARAGRAPH 6 A. (1) - (4) HEREIN. SHOULD ANY INDEMNIFIED LOSS NOT BE COVERED BY SUCH INSURANCE POLCIES AND LIMITS, THEN THE CONSULTANT'S TOTAL LIABILITY FOR ANY LOSS SHALL NOT EXCEED ONE MILLION DOLLARS. CITY HEREBY RELEASES CONSULTANT FROM ANY LIABILITY EXCEEDING SUCH AMOUNTS.

8. Addresses for Notices and Communications

CITY

City of Simonton
35011 Farm to Market 1093, Simonton, TX 77476
Phone: (281) 533-9809
Attn: Jennifer Jones Ward, City Manager
Telephone: (281) 533-9809

Consultant

Ardurra Group, Inc.
11750 Katy Fwy #300,
Houston, TX 77079
Attn: Lata Krishnarao, AICP. NEED ND
Community Planning Practice Leader

All notices and communications under this Contract shall be mailed or hand delivered to the CITY and Consultant at the above addresses, and sender shall retain a receipt of such delivery.

9. Successors and Assignments

The CITY or Consultant each bind itself and its successors, executors, administrators and assigns to the other party of this Contract in respect to all covenants of this Contract. Except as noted in the first part of this Paragraph, neither the CITY nor Consultant shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any City Council Member, officer, or employee of the CITY.

10. Termination of Contract for Cause

If, through any cause, Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if Consultant shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the date thereof, at least ten (10) calendar days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Consultant under this Contract shall become the property of the CITY, except as provided by Paragraph 5 of this Contract, and Consultant shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder provided such compensation is approved by the CITY in its sole discretion. The method of compensation herein shall be as provided in Paragraph 3.A. of this Contract.

Notwithstanding the above, Consultant shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any intentional and/or negligent act or omission, or any breach of the Contract by Consultant, and the CITY may withhold any payments to Consultant for the purpose of reasonable setoff until such time as the exact amount of damages due the CITY, from Consultant, is determined.

Consultant agrees that the CITY shall have all rights and remedies afforded to it at law to recover any damages sustained by the CITY in connection with the work performed by Consultant under the Contract. In the alternative, the CITY shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

11. Termination for Convenience of the Parties

Consultant or the CITY may terminate this Contract for its convenience at any time by giving at least thirty (30) calendar days notice in writing to the other party. If the Contract is terminated by the CITY and/or Consultant as provided herein, Consultant will be paid for the time and work properly provided, and expenses incurred up to the termination date, if such final compensation is approved by the CITY, in its sole discretion. All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Consultant under this Contract shall become the property of the CITY, except as provided by Paragraph 5 of this Contract, and Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such final compensation is approved by the CITY in its sole discretion. The method of compensation herein shall be as provided in Paragraph 3.A. of this Contract and as detailed in the Exhibits.

Notwithstanding the above, Consultant shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any intentional and/or negligent act or omission, or any breach of the Contract by Consultant, and the CITY may withhold any payments to Consultant for the purpose of reasonable setoff until such time as the exact amount of damages due the CITY from Consultant is determined.

Consultant agrees that the CITY shall have all rights and remedies afforded to it at law to recover any damages sustained by the CITY in connection with the work performed by Consultant under the Contract. In the alternative, the CITY shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

12. Changes

The CITY may, from time to time, request changes in the Scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, or time for performance, which are mutually agreed upon by and between the CITY and Consultant, shall be incorporated in written amendments to this Contract. Any such "Work Orders" shall be executed by the Mayor of the CITY, or his other authorized representative as may be designated by the City Council.

13. Reports and Information

Consultant, at such times and in such forms as the CITY may reasonably require, shall furnish the CITY such periodic reports as CITY may reasonably request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred, or to be incurred in connection therewith, and any other matter covered by this Contract.

14. Civil Rights

Pursuant to Chapters 106 and 110 of the Texas Civil Practice and Remedies Code and CITY local policies, no person shall, on the grounds of race, religion, gender, sexual orientation, age, physically challenged condition or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of Consultant and the CITY.

15. Incorporation of Provisions Required by Law

Each provision and clause required by State and federal law to be inserted into this Contract shall be mutually deemed to be included herein and the Contract shall be read and enforced as though each were included herein. If through mistake, or otherwise, any such provision is not inserted or is not correctly inserted, this Contract shall be mutually amended to make such insertion, on application by either party.

16. Entire Agreement

This Contract and its Exhibits "A" – "D," and any future written Work Orders constitute the entire agreement and supersedes all prior draft or oral agreements and informal understandings between the parties concerning the subject matter of this Contract.

17. Waiver

The failure on the part of either party herein at any time to require the performance by the other party, of any portion of this Contract, shall not be deemed a waiver of, or in any way affect that party's rights to later enforce such provision, or any other provision. Any waiver by any party herein of any provision hereof, shall not be taken or held to be a waiver of any other provision hereof, or any other breach hereof.

18. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

19. Survival

Any and all representations, conditions and warranties made by Consultant under this Contract **ARE OF THE ESSENCE OF THIS CONTRACT** and shall survive the execution, delivery and termination of it, and all statements by Consultant contained in any document required by the CITY, whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.

20. Force Majeure

In the event that the CITY or Consultant shall be prevented from completing performance of its obligations under this Contract by an Act of God, or other occurrence whatsoever, which is beyond the control of the CITY or Consultant, and the CITY or Consultant have taken reasonable measures to remove or mitigate such Force Majeure, then the CITY or Consultant may be excused from any further performance of their respective obligations and undertakings, or said obligations and undertakings shall be reasonably and mutually modified by the parties.

21. Governing Law

This Contract is governed by the laws of the State of Texas and all obligations of the parties under this Contract are performable in Simonton County, Texas.

22. Time for Performance

Consultant's technical and professional services described in Exhibit "A" shall be completed in accordance with the Performance Schedule as outlined in Exhibit "C," except to the extent timely performance is prevented by Force Majeure.

23. Attorney's Fees

If it is necessary for either party herein to file a cause of action at law or in equity against the other party due to: (a) a breach of this Contract by the other party and/or; (b) any intentional and/or negligent act or omission by the other party arising out of this Contract, the non-breaching or non-negligent party shall be entitled to reasonable attorney's fees and court costs, and any necessary supporting disbursements, in addition to any other relief to which it is legally entitled.

24. Cumulative Mutual Remedies

In the event of default by a party herein, the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

25. State or Federal Laws

This Contract is subject to all applicable federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, State or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any party's right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

26. No Third-Party Beneficiary

The parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any third-party person or entity, other than the parties hereto.

27. Dispute Resolution

In the event a dispute arises between the parties to this Contract, then as a condition precedent to any legal action by either party, or binding arbitration, the parties shall first refer the dispute to upper management for good faith negotiations for ten (10) calendar days, and if not then resolved, then the parties agree to participate in at least one session of non-binding mediation, as needed, in an effort to resolve the dispute. The parties agree to split the mediator's fees equally, but each party shall bear its own legal fees for the mediation. The mediation shall be administered by a mutually agreeable mediation service and shall be held in Simonton County, Texas, unless another location is mutually agreed upon. If the parties cannot agree on a mediation service or mediator, then the matter shall be submitted to the American Arbitration Association, Dallas or Houston Division, for further administration.

EXECUTED on this _____ day of _____, 2023.

ARDURRA

By: _____

Name: Rajesh Tanwani, P.E.

Title: Practice Leader

O: 1.346.291.1361

M: 1.832.741.7476

11750 Katy Freeway, Suite 300,
Houston, Texas 77079

EXECUTED on this _____ day of _____, 2023.

CITY OF SIMONTON

ATTEST:

Name: Erica Molina
Title: City Secretary

By: _____
Name: Jennifer Jones Ward
Title: City Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Rajesh Tanwani, of ARDURRA, a Texas corporation on behalf of said corporation.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF SIMONTON §

This instrument was acknowledged before me on the ____ day of _____, 2023, by the Jennifer Jones Ward, City Manager of the CITY OF SIMONTON, TEXAS

Notary Public, State of Texas

EXHIBIT "A"

SCOPE OF SERVICES CITY OF SIMONTON COMPREHENSIVE PLAN

Under contract to the City of Simonton, ARDURRA will provide professional consulting services for the preparation of a new Comprehensive Plan that will provide a long-range vision for Simonton's future. ARDURRA will be assisted in this effort by two subconsultants (hereafter encompassed by references to "ARDURRA"):

- Joe Esch with Esch Development Solutions, LLC, will provide assistance with fiscal impact analysis for economic development, redevelopment, and revitalization efforts.
- Walter Heard with Terra Design Group will provide assistance with parks master planning, landscaping, and signage, as needed.

The Comprehensive Plan will focus on the current city limits and relevant extraterritorial areas around the city. ARDURRA's project involvement and facilitation will be conducted according to this Scope of Services and contingent upon the Client Support items below to make the best use of the available consultant budget. The City's Project Manager will manage the overall process and direct ARDURRA in performing the project services. ARDURRA will coordinate with recent and concurrent planning efforts and studies to complete these tasks. ARDURRA will coordinate with other agencies and entities, as appropriate, in conjunction with the City.

As indicated below under Project/Client Coordination, ARDURRA will coordinate with the City to establish a detailed and feasible project schedule for the execution and completion of this Scope of Services. The intent is to work toward official consideration of a final proposed Comprehensive Plan within **11 months** from the date ARDURRA receives Notice to Proceed from the City, with a preliminary draft of the entire plan to be available for review within **9 months**. ARDURRA will coordinate with City officials and staff to meet this timeline. This will require steady progress on the tasks in this Scope of Services; timely receipt of necessary data and information and other input; and prompt review and feedback on ARDURRA's interim and final work products. The client will assist in scheduling and completion of public hearings and final plan adoption, and these are not under ARDURRA's control.

Additional or Continuing Services

During the course of or at the conclusion of the project, the City may deem it necessary to schedule more meetings, request further background or issues research, or otherwise engage consultant personnel in additional work not anticipated at project initiation or outlined in this Scope of Services. Any such additional services shall be specifically authorized by the City and documented through a written amendment to the Scope of Services and approval of a corresponding increase in the compensation amount and, if necessary, extension of the time of performance of the original agreement.

CLIENT SUPPORT

The **City of Simonton** will provide administrative and technical support services to assist ARDURRA in performing the Scope of Services in this Exhibit, including:

- Identifying a single individual as the City's Project Manager, who will serve as the City's primary point of contact and source of day-to-day work program direction for this collaborative effort of City and consultant personnel.

- Providing to ARDURRA all available data, maps, aerial imagery, previous reports/plans/studies and other relevant information, in digital or printed format, that is necessary for development of the Comprehensive Plan. The City will reproduce all hard-copy materials, to the extent feasible, such that they will not require return upon project completion. PDFs or other electronic files are preferred whenever available.
- Immediately upon project initiation, providing ARDURRA a detailed list of spatial data and mapping that the City can make available for the project, including data sets and layers/GIS coverages already developed/maintained by the City for its entire planning area or readily available to the City from other sources. (ARDURRA can also accept AutoCAD layers, as useful and appropriate, although GIS is preferred.)
- Ensuring that key City personnel, board/commission members and elected officials will participate as needed in the planning process and be available upon request, through arrangements made by the City's Project Manager, to provide information and referrals and offer opinions, insights and suggestions that are necessary for the project. This will include potential formal or informal meetings and briefings with local officials as specified in this Scope of Services.
- Making initial contacts with agencies and organizations to facilitate data collection and coordination, to arrange meetings as needed, and make these entities aware of the planning process.
- Distributing draft plan content to Advisory Committee members (or to designated board/commission members in lieu of an advisory committee), key City staff members and other project participants as appropriate. An item should be added to City Council agendas throughout the duration of the project, so City staff can provide status reports and allow for ongoing Council discussion opportunities and overall direction of the planning process.
- Providing ongoing administrative support for the Advisory Committee (i.e., arranging meeting locations, preparing and distributing meeting notices, preparing and reproducing agendas and other handouts, providing three-ring binders with section dividers for members to maintain their project materials, etc.).
- Committing the necessary resources to adequately prepare for and promote attendance at and media coverage of any significant community outreach events. The City might consider inviting other key community organizations to co-sponsor or "co-host" the event and provide further logistical support. The City's responsibilities will include:
 - a. Securing a meeting location with adequate setup for large gatherings and presentations (sound system, screen or white wall, reduced lighting, extension cord and power strip for multiple three-prong plugs for laptop, projector, etc.);
 - b. Providing public and news media notification of the meeting;
 - c. Preparing and reproducing meeting and handout materials, including those prepared by ARDURRA;
 - d. Providing sign-in sheets and otherwise documenting meeting attendance;
 - e. Providing refreshments as appropriate; and
 - f. Inviting board/commission members and representatives of other key agencies and community organizations to attend public meetings related to the planning process.

- Providing such public notice of meetings and hearings as is required by law or deemed desirable by the City.
- Providing ARDURRA updates or written summaries, as available, from any project-related meetings not attended by ARDURRA, and copies of any handouts/materials.

PROJECT / CLIENT COORDINATION

ARDURRA will complete project management activities in coordination with the City’s Project Manager to ensure schedule adherence, cost control and quality assurance. These activities will include:

- Monthly submittal of written **progress reports** in conjunction with each monthly invoice. These reports will describe the project status, document significant work accomplished, and activities scheduled for the next progress report period, and note any difficulties encountered and steps taken to address them.
- Preparation and maintenance throughout the project of a **detailed project schedule**, including due dates for all deliverables, anticipated meeting dates, plus specified review/comment timeframes to ensure adequate time for client review/approval of deliverables. The schedule will be set during the Project Start-Up phase below.
- Frequent **communication and coordination with the City’s Project Manager** by email, phone, online conferencing, and written correspondence, as appropriate.

PHASE 1 – MOBILIZATION

Months 1-2

1. Project Kick-Off Meeting and Finalization of Work Program

Following notice from the City, ARDURRA will complete a project kick-off conference meeting with City staff to recap the Scope of Services, finalize a detailed schedule, coordinate on data/information needs, and cover other project logistics. Then, on each scheduled visit to the community, ARDURRA will meet with City staff as needed for project planning discussions and/or in-depth work sessions on particular plan topics.

ARDURRA will work with City staff regarding the structure and formation of an Advisory Committee, including liaison representatives of the City Council. Along with geographic representation from across the community, the committee composition should reflect local interests relevant to the plan effort and topics. Rather than serving on the committee, representatives of various other agencies and organizations can be invited to attend as relevant topics are considered at particular meetings.

2. Work Session with City Council, Advisory Committee Meeting 1, and City Tour

With assistance from City staff, ARDURRA will facilitate a joint work session with City Council and the Advisory Committee, to introduce the project, explain the purpose of the Comprehensive Plan, and review the planning process, roles and responsibilities. The goal is to obtain early input from City leaders and set a “big picture” direction and priorities for the effort, including project outline, scope, timeline, issues and goals. The session will include a tour of the City to see key

locations and examples of important planning and development issues in the area (subject to bus or van availability).

3. Initialization of Community Engagement Strategy

ARDURRA staff will assist the City with engagement efforts, including website activation, providing information for the newsletter and media releases, and on-line forums to engage the citizens and gather their input.

PHASE 2 – FINDINGS & VISIONING

Months 3-5

1. Data Collection and Research

ARDURRA will compile information from local and other sources. ARDURRA will provide City staff a checklist of typical resource items for a community planning effort, including other recent and/or concurrent plans and studies, and any other policy processes or documents that aid community decision-making. ARDURRA will also coordinate with City staff to identify key project contacts and relevant agencies and entities.

2. Findings, Issues, Vision

ARDURRA will compile and assess a base of information on the existing conditions and outlook for Simonton, focusing especially on key influences that will shape the community's future. This will provide background and assumptions to support needs assessment and long-range and strategic planning decisions throughout the planning process. Through its own background study plus discussions with local officials, staff, residents and other stakeholders, ARDURRA will:

- Articulate the community vision and establish a series of guiding principles for the plan that will be refined through the future phases and draft recommendations for the key areas.
- Review and evaluate the City's current planning documents, land development codes and regulations, Strategic Plan, and other relevant materials.
- Focus on the following key areas:
 - Community Profile – Historical background, milestones in City's growth, demographic profile, and regional context. Existing livability and quality of life, which depends partly on the area's physical characteristics and context (including locations of valued natural, historical and cultural features), and on "softer" factors such as local events and destinations that enable public gatherings and foster a sense of community.
 - Land Use & Development – Growth patterns in both the city limits and extraterritorial jurisdiction (including scale, location and density) and associated economic and real estate market factors.
 - Community Character & Development Standards – Elements that contribute to the unique character of the community, existing development standards and regulations that impact the quality of development.

- Housing & Neighborhoods – Existing housing market conditions and housing stock status in terms of availability, variety and affordability relative to the housing needs of current and prospective residents. Past and existing housing patterns and character, issues and challenges, policies and current practices, existing regulations and subdivision standards that affect neighborhood vitality, resiliency, and livability.
- Mobility & Transportation – Existing transportation infrastructure, including roadways, sidewalks, bike lanes, transit options, and parking facilities, identification of transportation needs, associated traffic and safety conditions, and specific improvements already planned and/or programmed.
- Infrastructure and Drainage – Existing water, wastewater and storm drainage systems, and specific improvements already planned and/or programmed.
- Resiliency and Hazard Mitigation – Existing vulnerability to hazards and threats of all types, not just natural, and specific resiliency and consideration.
- Parks, Open Space, and Recreation – Existing facilities including parks, trails and recreation system considering active and passive recreation and alternate transportation purpose.
- Economic and Market Conditions – Determination of development drivers and limitations on land uses and city approach, including review of current development agreement (Twinwood and others) on land uses and city approach, review of County infrastructure plans, growth trends, transportation planning, and current city infrastructure plan.
- Summarize key opportunities, challenges, issues and needs facing the community.
- Complete field reconnaissance, with City staff and independently, to:
 - Observe existing conditions and on-the-ground outcomes from previous plan implementation activities and application of the City’s development regulations, including land use compatibility, development quality considerations, and community aesthetics and image.
 - Develop a photographic inventory for use during the project.
 - Identify areas that may need or be conducive for a special area planning focus within the overall comprehensive planning effort (e.g., key corridors, unique neighborhoods or districts, etc.).

3. Advisory Committee Meeting 2

ARDURRA staff, with assistance from the city, will facilitate the second Advisory Committee meeting (typically two hours minimum on a weekday evening) to share the findings gathered from data analysis and research and to present and discuss interim draft materials for the planning effort. The committee will be charged with reviewing the draft materials and discussion and debate on all plan assumptions, themes and concepts, and an eventual community action agenda during the Recommendations phase.

4. City Council Updates

Monthly updates provided to the City staff for City Council regular meetings.

5. Stakeholder interviews / One-on-one meetings

Informal meetings with area residents, business and property owners, developers/builders/realtors, representatives of community organizations, and others. The intent is to discuss participants' hopes, concerns and priorities for their community's future.

Individual meetings with available City Council members and staff to discuss comprehensive planning issues and priorities that are especially pertinent to the area.

6. Community Engagement

Coordinate with City staff to develop content and items to be posted on the website and Facebook for public information purposes (e.g., upcoming public events, interim draft plan content/maps, other photos and visuals, etc.).

7. Town Hall Meeting (if desired by the City)

Community meeting at an appropriate venue in the area. The event will be designed with a variety of interactive and hands-on engagement activities. This evening meeting is intended for broad public participation to obtain early input to the planning process from residents and other stakeholders.

Deliverables

- Draft vision statement and guiding principles.
- Draft report summarizing the findings and issues.
- Current Land Use Map and Transportation Conditions Map, supporting graphs and charts.

PHASE 3 – RECOMMENDATIONS

Months 5-8

This phase will focus on key planning issues and recommendations, refinement of the guiding principles and associated community goals and policies by key areas of the plan, and a series of specific action items in five categories:

1. Capital improvements;
2. Programs and initiatives;
3. Development regulations and standards;
4. Partnerships (public/public, public/private, etc.); and
5. Targeted plans/studies that may be necessary to establish eligibility for grants or other external funding types, ensure effective action, recruit partners, and focus on particular sub-areas of the community.

1. Draft Recommendations

During this phase, ARDURRA will assess the long-range development outlook and context for Simonton, along with recommended measures for shaping and managing the community's growth and livability.

Drawing on of the previous phases and discussions with staff and other key contacts, considerations will focus on the following key areas:

- Land Use & Development – Identification of areas available for growth, infill development and targeted reinvestment, considering potential constraints, such as existing land uses and ownership; tools available for directing and managing growth within the city limits and extraterritorial areas; and availability of public infrastructure and services.

A Future Land Use map that visually depicts the community's general growth and development pattern for the years ahead, thereby providing essential public policy support for the City's associated development regulations and other growth guidance activities. The map will also correlate with associated land use policies, the future thoroughfare network, and other community objectives that are validated through the planning process.

- Community Character & Development Standards – Measures to preserve and enhance community image and appearance in terms of development quality and conditions along roadways and at “gateway” locations; urban design factors and beautification efforts within public areas; and preservation of valued natural/cultural/historical resources.
- Housing & Neighborhoods – Strategies for providing the desired housing options and eliminating barriers in terms of price, variety, or quality. Tools to encourage high quality neighborhoods, new investment, and potential infill and redevelopment in targeted areas.
- Mobility & Transportation – Policies and projects for the orderly improvement of the area transportation system, in coordination with other community goals and priorities (e.g., economic development, recreational trails, hazard mitigation, etc.), and considering not only facilities for automobiles, but also pedestrian and bicycle circulation and transit service.

A Master Thoroughfare Plan, coordinated with the Future Land Use Map, to serve as a roadmap for the future development and improvement of the City of Simonton's transportation infrastructure. It will provide a comprehensive approach to managing transportation needs and ensure that the city's infrastructure is able to accommodate growth and development while maintaining a high level of safety and efficiency for all users. It will also provide guidance of future rights-of-way needs.

- Infrastructure and Drainage – General policies for water, waste-water and drainage systems; assessment of drainage systems and improvement needs, and their approximate timing based on projected growth and potential redevelopment activity. Incorporate the recommendations of all recently approved plans.
- Resiliency and Hazard Mitigation – Policies, strategies and priority projects to address local vulnerability to natural hazards and other threats to being a sustainable and resilient community.
- Parks, Open Space, and Recreation – Priorities for enhancing park, recreation, and open space opportunities and other facility assets and promoting healthy living opportunities for residents.

- Economic and Market Conditions – Strategies and policies to strengthen the community’s economic and tax base; identify key pieces of underdeveloped land and formulate guidelines for development; incorporate regional growth factors. Prepare recommendations for economic development and marketing, identify regulatory incentives, economic development strategies and resources for action items, and consider general fiscal implications of future growth and development patterns, with associated upgrades or extension of public infrastructure and services.

2. Draft an Implementation Strategy

Prioritize the recommendations using specific action steps and benchmarks with procedures for monitoring implementation efforts and reporting progress. Clarify the respective implementation roles of City officials, boards/commissions, and staff. Identify opportunities for the City to coordinate implementation efforts with other key partners.

OPTIONAL TASK ACTIVITY: ARDURRA would complete an in-depth evaluation of the effectiveness of the City’s current development standards relative to goals and action items in the draft Comprehensive Plan that would likely require regulation to implement. Summary findings would be compiled in memorandum form, along with recommendations for substantive and procedural changes to current regulations and practices to ensure consistency between plan and ordinances, and to increase the likelihood of achieving desired outcomes.

3. Advisory Committee Meeting 3

Present, discuss and gather feedback on draft recommendations. Meeting will provide an overview of the overall draft plan to Advisory Committee members, build consensus on near-term action priorities, and discuss related implementation tools and logistics.

OPTIONAL TASK ACTIVITY: ARDURRA would facilitate additional Advisory Committee work sessions as budget resources allow, to enable more in-depth discussion of draft plan content and considerations.

4. City Council Update

Monthly update to the City Council at their regular meeting. Work session optional.

5. Town Hall Meeting

In coordination with City staff, ARDURRA will host an open public meeting in an informal setting to share information and answer questions about the proposed Comprehensive Plan prior to the formal public hearing. Attendees may view displays, hear an overview presentation, and visit with consultant personnel, City staff and officials regarding the draft plan. Community input and feedback will be collected on the potential near-term action priorities to be covered in the joint workshop.

Deliverables

- Draft recommendations, as developed through the previous phases.
- Future Land Use Map, Master Transportation Map, supporting graphs and charts.
- Draft Implementation Strategy

PHASE 4 – FINALIZATION

Months 8-11

ARDURRA will coordinate with City staff to compile a revised Public Hearing Draft of the proposed Comprehensive Plan for public hearing and official consideration. Following adoption by City Council, ARDURRA will produce the final as-adopted version of the Comprehensive Plan, reflecting all further adjustments made through final review and deliberation.

Ardurra will assist the City during the adoption process and will be available to make presentations at public meetings as identified in this scope.

1. Advisory Committee Meeting 4

Present highlights of the final report and assist in responding to comments and questions, as appropriate.

2. Work Session with City Council

Present highlights of the final recommended Comprehensive Plan at a work session before City Council, and assist in responding to public comments and questions, as appropriate, before City Council prior to the Public Hearing.

3. Public Hearing and City Council Adoption

ARDURRA will assist staff in presenting at the public hearing and adoption meetings.

4. Community Engagement

Coordinate with City staff to develop content and items to be posted on the website for public information purposes (e.g., upcoming public events, plan content/maps, other photos and visuals, etc.).

Deliverables

- Public Hearing Draft** of the proposed Comprehensive Plan in PDF format for printing and distribution by City staff, including posting on the website, prior to the public hearing.
- One printed full-color master original of the final adopted Comprehensive Plan**, including all maps and illustrations (provided in a binder for ease of reference and updating, in 8.5" x 11" vertical format and with 11" x 17" fold-out maps, with final adopted content plus supplemental appendix detail as appropriate).
- A Comprehensive Plan summary pamphlet** (up to 4 pages in length) for the adopted plan, created in an electronic desktop publishing format for quality printing. The pamphlet will include an easily readable summary of the highlights of the Comprehensive Plan and will note key action steps to be pursued in the years ahead. The pamphlet will be a printed piece that can stand on its own, be posted online, and serve as a valuable marketing tool to raise the profile of the community. ARDURRA will coordinate with City staff to integrate any specific ideas into the layout and design, leading to a digital proof for review by staff prior to ARDURRA submitting all final revised files for production by the

City through its selected print shop.

- **Electronic files** for all elements of the final Comprehensive Plan document, including a master PDF file containing the entire final adopted plan (with all electronic files in their native formats in Microsoft Office Suite, Adobe InDesign, or Power Point, and with all GIS/map-related files in ESRI-compatible formats as specified by the City).

APPROACH TO DELIVERABLES

Draft Deliverables

ARDURRA will provide draft deliverables through each phase of the project. These deliverables will facilitate workshop meetings, periodic releases of information to the media and public, and the orderly completion of the project. All such interim deliverables will be provided to the City in PDF format for ease of file transfer, reproduction and distribution. The PDF versions are also suitable for website posting. Graphics will be produced in color (except for black-and-white line sketches) in a format suitable for display during meetings and at public events/hearings.

Consolidated Review and Revision

Whenever ARDURRA submits draft deliverables, it will be the responsibility of the City's Project Manager to coordinate, compile and forward to ARDURRA, in a consolidated manner, all review comments on and requested/suggested revisions to such deliverables. As part of each review phase, guidance from the Project Manager should be included, as needed, on whether and how ARDURRA should address certain comments which may be for information only (e.g., comments from outside reviewers) versus those involving specific, client-recommended revisions.

The project budget assumes original drafting of each deliverable and one round of consolidated revision upon receipt of comments from the City's Project Manager. Only minor revisions will be made following plan adoption to produce the final as-adopted plan version. Extensive substantive revisions that arise at the final adoption phase may require additional services depending on their nature and the budget status at that final stage of the project.

Project Website and Online Interactive Plan

ARDURRA will aid City staff to design and publish the adopted Simonton Comprehensive Plan on an interactive, citizen-friendly website, starting as a project website for the plan development process. During plan development, the site will be designed for public outreach, including education and information; to issue meeting invitations and notices; and to solicit input through polling, surveying or other methods. Interim deliverables will be posted on the site during each phase.

EXHIBIT "B"

BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES CITY OF SIMONTON COMPREHENSIVE PLAN

The following represents the estimated maximum compensation for the scope of services documented in Exhibit A of this agreement. If services beyond those specifically identified are determined necessary during the project, Consultant shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City of Simonton.

Phase 1 – Mobilization (15 %)	\$21,500.00
Phase 2 – Findings/Visioning (40 %)	\$65,000.00
Phase 3 – Recommendations (30 %)	\$55,000.00
Phase 4 – Finalization (15 %)	\$30,650.00
Reimbursable	
Travel	\$1700.00
Others (deliveries, postage, reproduction, etc.)	\$1000.00
TOTAL (Not to exceed)	\$174,850.00

OPTIONAL TASK ACTIVITIES

Requiring further clarification of expectations and level of effort

Additional trip(s) for added meeting(s)	TBD
Evaluation of current development regulations	\$5,000.00
Additional full-color prints of final adopted plan with maps	\$250.00/copy

Notes: Reimbursable expenses shall be invoiced and paid based on cost of service provided plus 10% markup. These services include travel, deliveries, postage, graphical reproduction, etc.

Budget Assumptions

- City staff will assist with maintenance of the project website as part of the City of Simonton's website.
- The Ardurra team will attend public meetings as specified in the scope.
- Meetings will be scheduled the same day for multiple groups or virtually to limit trips. Overnight trips are not included at this time, should they be necessary they will be approved by contract amendment.
- The City will provide appropriate meeting space for public and internal planning sessions.
- Refreshment costs for public meetings are not included.
- Printing costs are included for 1 copy of the final document. Drafts will be electronic only.
- This does not include final design, construction documents, agency approval, bidding, or construction phase services.

Hourly Rates for Staff

Staff	Hourly Rate
Principal-In-Charge	\$325.00
Project Manager	\$225.00
QA/QC Manager	\$194.00
Planning Manager	\$210.00
Senior Planner	\$157.00
Senior Engineer	\$189.00
Engineer	\$158.00
Graduate Engineer	\$126.00
Planner/Public Engagement Assistance	\$100.00
Sr. CADD Tech/GIS Tech	\$126.00
EIT	\$140.00
Public Engagement Officer	\$210.00
CADD Tech	\$110.00
Clerical	\$90.00
Student Intern	\$65.00

EXHIBIT "C"

PERFORMANCE SCHEDULE FOR PROFESSIONAL PLANNING AND ENGINEERING SERVICES CITY OF SIMONTON COMPREHENSIVE PLAN

- I. Consultant understands that the Project Scope of Services outlined herein should be completed within four hundred (400) calendar days. Consultant proposes to initiate the Project fourteen (14) days after CITY's written authorization to proceed. It is understood that Consultant's ability to complete the sequential tasks and phases within the established time frames is dependent, in large part, on the receipt of any existing, available, and necessary data from CITY at the beginning of the Project, and CITY's timely response to Consultant with review comments and input and community input.

EXHIBIT "D"

**CITY'S DESIGNATED PROJECT REPRESENTATIVE
CITY OF SIMONTON COMPREHENSIVE PLAN**

I. Administrative

Name: Jennifer Jones Ward

Title: City Manager, City of Simonton

Address: 35011 Farm to Market 1093, Simonton, TX 77476

Phone: (281) 533-9809

Telephone: (281) 533-9809

II. On-site Representative

Name: Erica Molina

Title: City Secretary

Address: 35011 Farm to Market 1093, Simonton, TX 77476

Phone: (281) 533-9809

Telephone: (281) 533-9809

RESOLUTION NO. 2023-08

WHEREAS, the City Council (the “Council”) of the City of Simonton, Texas (the “City”) desires to institute a Comprehensive Plan (the “Plan”) for the City in order to promote the public health, safety, and welfare of the citizens of the City and to promote sound, long-range development planning; and

WHEREAS, the Council has indicated its intent to use the professional services of a planning consultant team (the “Consultant”) who will develop, facilitate, produce, and deliver the Plan; and

WHEREAS, the Council now desires to appoint a minimum of twelve (12) member committee of individuals representing various neighborhoods, industries, professions, boards, council, commissions, and other appropriate stakeholders throughout the City to guide the Consultant in its development, facilitation, production, and delivery of the Plan, with the members of such committee being selected by the Mayor, the Council, and other representatives of entities related to the content and impact of the Plan; and **NOW, THEREFORE:**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIMONTON:

SECTION 1. THAT the Recitals to this Resolution are true and correct and are incorporated herein for all purposes.

SECTION 2. THAT the City Council (the “Council”) of the City of Simonton (the “City”) hereby creates the Comprehensive Plan Advisory Committee (the “Committee”) to work with the City’s comprehensive planning consultant team (the “Consultant”) in the development, facilitation, production, and delivery of a Comprehensive Plan (the “Plan”) to be presented to the Council by the Consultant with the recommendations of the Committee. A more specific description of Committee member duties and responsibilities is attached to this Resolution as “Exhibit A”.

SECTION 3. THAT the Committee shall be comprised of a minimum of twelve (12) members representing various neighborhoods, industries, professions, boards, commissions, and other appropriate stakeholders throughout the City, including those certain individuals included in “Exhibit B” attached to and incorporated in this Resolution.

SECTION 4. THAT meetings of the Committee shall be held at times and locations established by the Chair with direction from the Consultant. The Chair may call additional meetings of the Committee as needed or directed by the Consultant. The quorum of the Committee shall be the members present at a called meeting, and a majority vote of the quorum shall be required for any action to be taken by the Committee. The Committee is strictly advisory, and any action taken by the Committee shall be a recommendation to the Council for its future consideration. The meetings of the Committee shall be subject to the Texas Open Meetings Act.

SECTION 5. THAT the Chair shall have the authority to create subcommittees of the Committee. The Chair shall have the authority to select Committee members to serve on subcommittees. A meeting of any subcommittee shall be held at the time and location established

by the members of the subcommittee and the Consultant. A subcommittee may call as many additional meetings of the subcommittee as needed. The quorum of the subcommittee shall be the members present at the meeting, and a majority vote of the quorum shall be required for any action to be taken by the subcommittee. Any subcommittee of the Committee is strictly advisory, and any action taken by a subcommittee shall be a recommendation to the Committee for its future consideration. Subcommittee meeting are not subject to the Texas Open Meetings Act, however, if a subcommittee contains a quorum of a body that is subject to the Texas Open Meetings Act, then that body shall follow all requirements of the Texas Open Meetings Act that apply to the quorum of the body on the subcommittee.

SECTION 6. THAT the Chair shall appoint one (1) member to serve as a vice-chairman of the Committee (the “Vice Chair”). The Vice Chair shall perform the duties of the Chair in the event that the Chair is unable to attend a meeting of the Committee.

SECTION 7. THAT all Committee members shall serve at the pleasure of, and may be removed by, the Council.

SECTION 8. THAT the Committee’s primary task shall be to guide the Consultant in the formation of the Plan. Within twelve (12) months of the execution of this Resolution, unless additional time is granted by the Council, the Committee shall automatically dissolve and shall cease its work. The Committee’s final task before its dissolution will be, at the direction of the Consultant, to assist the Consultant in its presentation of the Plan to the Council at a regularly scheduled open meeting of the Council.

PASSED & APPROVED THIS, THE _____ DAY OF _____, 2023.

FOR THE CITY OF SIMONTON:

LAURIE BOUDREAUX, MAYOR

ATTEST:

Erica Molina, City Secretary

Exhibit A – Comprehensive Plan Advisory Committee Member Job Description & Duties

The Comprehensive Plan Advisory Committee (the “Committee”) shall be comprised of _____ () members representing various neighborhoods, industries, professions, boards, council, commissions, and other appropriate stakeholders throughout the City, including one (1) member that shall be appointed as the Chair of the Committee (the “Chair”) by the Mayor. The Committee’s primary charge is to guide the City’s planning consultant team (the “Consultant”) and actively participate in the facilitation, production, and delivery of the Comprehensive Plan (the “Plan”). The Plan will assist the City in designing and delivering services to the community and will represent the community’s input as to the current and future state of the City, including potential challenges, barriers, vision, and opportunities for future growth and City services. Encouraging and soliciting public input to the process is also an essential Committee responsibility.

Structure: The Mayor shall appoint one (1) member of the Committee as Chair. The Chair shall appoint one (1) member of the Committee as the Vice Chair. The Vice Chair shall perform the duties of the Chair in the event the Chair is unable to attend a meeting of the Committee.

Sub-Committee(s): The Chair shall have the authority to create subcommittees from the Committee membership.

Meetings: It is anticipated the Committee will meet at times and locations established by the terms of the approved Scope of Services in the contract. Subcommittee meetings shall be held at the time and location established by the subcommittee members and the Consultant. Although the Committee is strictly advisory, all meetings and procedures of the Committee shall be consistent with the Texas Open Meetings Act. Designated City staff shall serve as a resource to the Committee and the Consultant as requested and will also provide necessary logistical support to the members.

Quorum and Action: A quorum of either the Committee or a subcommittee shall be those members present at the meeting and a majority vote of those members present shall be required for any action to be taken.

Duties: The Committee’s primary tasks shall be to guide the Consultant in the formation of the Plan. Active attendance and participation in all Plan formation efforts is an essential duty of Committee members. Committee members are expected to use their best efforts to attend all meetings of the Committee, any subcommittee of which they are a member, and public input meetings. Committee members will represent the City in these events and should encourage and promote public input to the process and to the specific topics under discussion. Committee members should also provide their own thoughts, guidance, and suggestions to the overall and specific Plan elements as they are developed. Committee members should be prompt in providing appropriate feedback to the Committee and to the Consultant throughout the development process. Committee members will work with the Consultant to provide their local knowledge on general and specific topics under discussion. Committee members should constantly strive to solicit public input and participation from across the community for inclusion in the process. Committee members shall serve as ambassadors for the Plan. Ultimately, Committee members shall review and recommend the final Plan for adoption by the Council.

EXHIBIT B – BOARD MEMBERS

RESOLUTION NO. 2023-05

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS CANVASSING THE RETURNS FOR, AND DECLARING THE RESULTS OF, THE GENERAL MUNICIPAL ELECTION HELD ON MAY 6, 2023, FOR THE PURPOSE OF ELECTING THREE AT-LARGE POSITIONS TO THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS; AND CANVASSING THE RETURNS FOR, AND DECLARING THE RESULTS OF, THE SPECIAL MUNICIPAL ELECTION HELD ON MAY 6, 2023, FOR THE PURPOSE OF THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF SIMONTON AT THE RATE OF .25% TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS.

* * * * *

WHEREAS, a General Municipal Election (the “General Election”) was held for the City of Simonton, Texas, on May 6, 2023, for the purpose of electing three (3) Aldermen to At-Large positions to the City Council of the City of Simonton, Texas; and

WHEREAS, a Special Municipal Election (the “Special Election”) was held for the City of Simonton, Texas, on May 6, 2023, for the purpose of the reauthorization of the local sales and use tax in the City of Simonton at the rate of .25% to continue providing revenue for maintenance and repair of municipal streets in the City of Simonton, Texas; and

WHEREAS, both the General and Special Election were duly and legally held in conformity with the election laws of the State of Texas, and the results of the General and Special Elections have been verified and returned by the proper judges and clerks; and, **NOW, THEREFORE,**

IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS:

SECTION 1. THAT the facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

SECTION 2. THAT the official canvass of the returns of the General Election held on May 17, 2023, reflects that a total of **464** votes were cast in the General Election.

SECTION 3. THAT the canvass of the General Election reflects that the following named persons received the number of votes set opposite their names:

<u>Candidate</u>	<u>Votes</u>
<i>Burns Turner</i>	89
Angela King	72
Thomas McLemore	6
<i>Faith Haley</i>	74
Steven Levine	2
Stacey Gootee	67
<i>Courtney Cox</i>	81
Cody Turner	73

SECTION 4. THAT the canvass of the General Election reflects that the following persons were duly elected to the following positions:

**Burns Turner – Alderman
Faith Haley – Alderman
Courtney Cox – Alderman**

SECTION 5. THAT the official canvass of the returns of the Special Election held on May 17, 2023 (the “Canvass”), reflects that a total of **157** votes were cast in the Special Election.

SECTION 6. THAT the canvass of the Special Election reflects that the following measure was presented to the voters for either a “For” or “Against” vote (the “Measure”):

“The reauthorization of the local sales and use tax in the City of Simonton at the rate of .25% to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.”

SECTION 7. THAT the canvass of the Special Election reflects that the following number of voters voted “For” or “Against” the Measure:

**FOR: 104
AGAINST: 53**

SECTION 8. the canvass of the Special Election reflects that the Measure passed.

SECTION 9. THAT the document official reflecting the official results of the election as determined by the Fort Bend County Elections Administrator is attached hereto as “Exhibit A” and incorporated herein for all purposes.

PASSED, APPROVED, AND ADOPTED this 17th day of May, 2023.

FOR THE CITY:

LAURIE BOUDREAUX, MAYOR

ATTEST:

Erica Molina, City Secretary

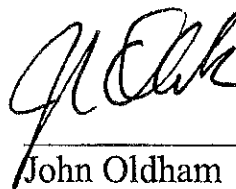
EXHIBIT A

FORT BEND COUNTY ELECTION ADMINISTRATOR'S OFFICIAL RESULTS

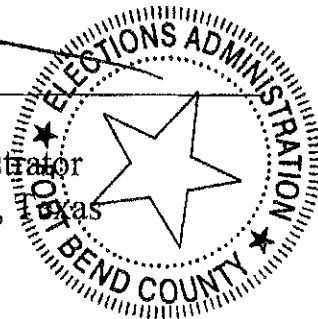
CANVASS

I, John Oldham, Elections Administrator for Fort Bend County Texas, do certify that in the election held on May 6, 2023 that 163 of 492 registered voters in the City of Simonton cast ballots, and that the following are a true and accurate statement of the votes cast in the various precincts of the City of Simonton, in the General Election held on May 6, 2023 for the purpose of electing members of the city council.

Dated: May 10, 2023



John Oldham
Elections Administrator
Fort Bend County, Texas



STATISTICS

	TOTAL	Election Day	Absentee	Early Voting
Registered Voters - Total	492			
Ballots Cast - Total	163	87	0	76
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	33.13%			

CITY COUNCIL MEMBER AT LARGE CITY OF SIMONTON
Vote For 3

	TOTAL	VOTE %	Election Day	Absentee	Early Voting
Burns Turner	89	19.18%	45	0	44
Angela King	72	15.52%	44	0	28
Thomas McLemore	6	1.29%	5	0	1
Faith Haley	74	15.95%	37	0	37
Steven Levine	2	0.43%	1	0	1
Stacey Gootee	67	14.44%	37	0	30
Courtney Cox	81	17.46%	40	0	41
Cody Turner	73	15.73%	40	0	33
Total Votes Cast	464	100.00%	249	0	215
Overvotes	0		0	0	0
Undervotes	25		12	0	13
Contest Totals	489		261	0	228
Precincts Reporting	1 of 1				

CITY OF SIMONTON PROPOSITION A
Vote For 1

	TOTAL	VOTE %	Election Day	Absentee	Early Voting
For	104	66.24%	55	0	49
Against	53	33.76%	30	0	23
Total Votes Cast	157	100.00%	85	0	72
Overvotes	0		0	0	0
Undervotes	6		2	0	4
Contest Totals	163		87	0	76
Precincts Reporting	1 of 1				

		STATISTICS	
	Registered Voters - Total	492	492
	Ballots Cast Total	163	163
	Ballots Cast Blank	0	0
	Voter Turnout Total	33.13%	
1019 SLA			
Totals			

CITY COUNCIL MEMBER AT LARGE CITY OF SIMONTON										
VOTE FOR 3										
1 of 1 Precincts Reporting										
	Burns Turner	Angela King	Thomas McLemore	Faith Haley	Steven Levine	Stacey Gootee	Courtney Cox	Cody Turner	Total Votes Cast	Contest Total
1019 SLA	89	72	6	74	2	67	81	73	464	489
Totals	89	72	6	74	2	67	81	73	464	489
									Overvotes	0
									Undervotes	25

CITY OF SIMONTON PROPOSITION A						
VOTE FOR 1						
1 of 1 Precincts Reporting						
	For	Against	Total Votes Cast	Overvotes	Undervotes	Contest Total
1019 SLA	104	53	157	0	6	163
Totals	104	53	157	0	6	163