



AGENDA
WATAUGA ECONOMIC DEVELOPMENT CORPORATION
VIRTUAL MEETING
7105 WHITLEY ROAD, WATAUGA, TEXAS 76148
TUESDAY, JULY 28, 2020
6:00 PM

The meeting will be held via videoconference using WEBEX.

If you wish to view-only, the meeting will be streamed “live” on our web-site at the normal location: <https://www.cowtx.org/1403/Agendas-and-Minutes>

If you wish to comment during the meeting, you may do so by registering by selecting the WEDC meeting link at: <https://www.cowtx.org/comments>, and then completing the appropriate form. You will have the option to join the virtual meeting and comment “live” at the appropriate time using a computer, Android device, iOS device and/or a phone. Or, you can provide your comments at the time of registration and they will be read into the record for you.

Comprehensive Plan Update

Conducting Elections

Welcome Info

Transparency

Forms

Mobile Apps

On-line Payment Center

Public Works Construction Updates

Strategic Planning

Street Sweeper Schedule

West Nile Virus

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Special WEDC July 28, 2020 Comment Registration

Save Progress

Members of the public are invited and encouraged to attend all public meetings that are not closed to the public in accordance with the Texas Open Meetings Act. Public input is encouraged during Public Testimony, Public Hearings or Action sections of a meeting agenda. As authorized by the Executive Orders issued by the Texas Governor, the City and WEDC are making special provisions to allow the public to comment at this meeting. The meeting will be hosted using WEBEX. “Live” participation is limited. A person desiring to comment “live,” during the meeting must register in advance using this form. Once registered, citizens will be provided with the meeting link information on a first come, first served basis until all slots have been filled.

Citizens may also provide their comments in writing. ALL COMMENTS MUST BE RECEIVED NO LATER THAN 1 HOUR PRIOR TO THE MEETING. All written comments must comply with applicable decorum rules for comments made during a public meeting of the Watauga Economic Development Corporation Board to be read into the record. Up to three minutes shall be allotted for each written comment to be read into the record of the meeting. All timely comments will be read into the record of the meeting at the appropriate time during the meeting.

While reasonable efforts will be taken to gather comments received within the hour prior to the meeting or received during the meeting, all such comments are considered untimely and may not be recognized and read during the meeting.

First Name*

Last Name*

Address1*

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“Live” meeting space is limited and will be provided on a first come, first served basis. If you select the “live” meeting option, the WEBEX meeting details will be emailed to you at the e-mail address you provide during registration. You will be responsible for ensuring that you are available in the WEBEX meeting at the time public testimony is requested and that you have a microphone or have called in via telephone so that your comments can be heard.

A copy of the agenda packet for this meeting may be obtained here:

<https://www.cowtx.org/1403/Agendas-and-Minutes>. A recording of this meeting will be made available on-line at the city's website as soon as practicable after the meeting.

CALL TO ORDER

ROLL CALL

PUBLIC TESTIMONY Members of the public are invited and encouraged to attend all public meetings of the Watauga Economic Development Corporation that are not closed to the public in accordance with the Texas Open Meetings Act. It is the desire of the WEDC Board that citizens actively participate in the City's governance system and processes. Public input to the WEDC Board is encouraged during the Public Testimony, Public Hearings, or Action Item sections of a meeting agenda. Individuals desiring to speak during Public Testimony shall be called upon to speak only after completing a Request to Speak form provided. The Request to Speak form for Public Testimony shall be submitted to the administrative staff prior to speaking. Individuals desiring to speak on an agenda item or during a public hearing shall submit the Request to Speak form prior to the introduction of that respective item by the Chair. Once the form is received by administrative staff, the individual shall be recognized and called upon by the Chair prior to speaking. Any public testimony must occur prior to formal action being taken by the Body. The Chair shall have the power to suspend citizen comments at any time during the meeting to preserve the order and efficiency of the meeting. Reasonable time limitations may be placed on public testimony by the presiding officer in order to conduct an efficient and effective public meeting.

NEW BUSINESS

1. Discuss and consider action to authorize the City Manager to execute a proposal with MRB Group for the completion of a feasibility study as required for submission of a CARES Act grant administered by the Economic Development Administration for the approved business incubator project

ADJOURNMENT

Meeting Notices and Reservation of Rights

The Watauga Economic Development Corporation Board of Directors may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code if the requisite information is otherwise posted; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for

implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code (as applicable) when determined necessary by the to address a subject matter on the agenda. Action, if any, will be taken in open session.

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city council, boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a possible meeting of the other body, board, commission and/or committee, whose members may be in attendance, if such numbers constitute a quorum. The members of the city council, boards, commissions and/or committees may be permitted to participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that city council, body, board, commission or committee subject to the Texas Open Meetings Act.

NOTICE

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (817) 514-5825, OR FAX (817) 514-3625.

I, Andrea Gardner, City Secretary for the City of Watauga, hereby certify that this agenda was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on Friday, July 24, 2020, before 5:00 p.m., in accordance with Chapter 551 of the Texas Government Code.



Andrea Gardner, City Secretary





AGENDA MEMORANDUM

DATE: July 23, 2020

TO: Watauga Economic Development Corporation Directors

FROM: Andrea Gardner, City Manager

SUBJECT: Discuss and consider action to authorize the City Manager to execute a proposal with MRB Group for the completion of a feasibility study as required for submission of a CARES Act grant administered by the Economic Development Administration for the approved business incubator project

BACKGROUND/INFORMATION:

During the June 2020 WEDC Board Meeting, the Board authorized City staff to submit a CARES Act grant application to the EDA. As part of the application process, the WEDC is required to submit a feasibility study. City staff received a proposal from the MRB Group to complete the required study.

FINANCIAL IMPLICATIONS:

The cost of the service is \$4,675.00. Sufficient funds exist in the WEDC Fund to cover the expense.

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the WEDC Board authorize the City Manager to execute the proposal with the MRB Group for completion of the feasibility study.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. MRB Letter Proposal - City of Watauga - EDA Feasibility Study

REVIEWED BY:

George Hyde, Legal

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 7/23/2020

Final Approval - 7/23/2020

July 22, 2020

Andrea Gardner
City Manager
City of Watauga
7105 Whitley Road
Watauga, TX 76148
agardner@wataugatx.org

RE: PROPOSAL FOR FEASIBILITY STUDY AND INCUBATOR-RELATED ADVISEMENT

Dear Mrs. Gardner:

Please accept this letter as MRB Group's proposal to develop a feasibility study to accompany the City of Watauga's application to the U.S. Economic Development Administration's Public Works and Economic Adjustment Assistance program, and to advise the City on its incubator management plan. Below is a brief statement of our qualifications, our understanding of your needs, and our proposed fee structure. If you are in agreement, please countersign this letter and return it.

I. Background & Services to be Provided

The City of Watauga plans to submit an application to the U.S. Economic Development Administration's (EDA) Public Works and Economic Adjustment Assistance (PWEAA) program under that program's CARES Act addendum. The application will propose a culinary incubator and construction of the associated site. The City has requested the services of MRB Group to develop the required feasibility study that establishes the market demand for the incubator, and to advise the City on certain elements of the required incubator management plan.

II. Qualifications

MRB Group's SmarterLocalGov unit provides economic development expertise to our clients for projects including strategic planning, grant writing, market analysis, economic and fiscal impact analysis, implementation funding, and innovation-led economic growth strategies. MRB Group maintains access to proprietary economic data sources to inform its market analyses.

MRB Group has supported its clients and projects through the development of over \$50 million in successful grant applications, including EDA-PWEAA applications. Director of Economic Development Michael N'dolo and Senior Economic Analyst Alyson Slack have performed feasibility analyses specific to incubator programs and a market analysis specific to a culinary incubator. Senior Planning Associate Brooke Mayer was previously employed with the New York State Center of Excellence for Food and Agriculture Innovation at Cornell AgriTech, where she developed substantial expertise in entrepreneurial support programming for food-related start-up businesses.

III. Scope of Services

MRB Group will provide the following scope of services:

- A. In consultation with the City, develop a methodology to demonstrate specific local demand from the target market; this may include an MRB-developed short survey to be disseminated to area restaurants via a chamber of commerce, or a multi-signatory letter indicating interest from restaurant entrepreneurs, or another approach. MRB will interview personnel from the City and its economic development partners to understand local resources and community support to be leveraged by the incubator's tenants, and to collect further information on the need and support for such a program and the absence of other available facilities.

- B. Develop a feasibility study to serve as the required upload to the City's EDA-PWEAA application. The study will establish the market demand for start-up restaurants through data-driven quantitative research, discuss the any comparable programs/sites in the larger region, and incorporate relevant information learned in Task A.
- C. Provide up to five hours of consultation by phone and email with Senior Planning Associate Brooke Mayer, who will advise the City on the following elements of the incubator management plan: tenant selection policy, business assistance policy, tenant graduation policy, and performance plan.

MRB Group will complete the above tasks within two weeks of an executed letter proposal.

IV. Fee

MRB Group shall complete the tasks notes above for the following fee:

Total Compensation..... \$4,675.00

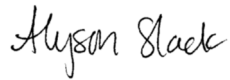
The cost figure shown above represents our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

V. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your consideration of our firm.

Sincerely,



Alyson Slack
Senior Economic Analyst



James Oberst, P.E.
Vice President / C.O.O.

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PROPOSAL ACCEPTED BY: CITY OF WATAUGA, TX

Signature

Title

Date

**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS**

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or

application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.