



AGENDA
WATAUGA ECONOMIC DEVELOPMENT CORPORATION
VIDEOCONFERENCE MEETING
TUESDAY, SEPTEMBER 15, 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/WEDCcomments>, 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.

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WEDC September 15, 2020 Comment Registration

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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*

Address2

“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

PUBLIC TESTIMONY Members of the public are invited and encouraged to attend all public meetings of the City Council that are not closed to the public in accordance with the Texas Open Meetings Act. It is the desire of the City Council that citizens actively participate in the City's governance system and processes. Public input to the City Council 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.

REPORTS FROM STAFF

1. Monthly Financial Report for the period ending July 31, 2020
Sandra Gibson, CGFO, CGFM, Director of Finance

PRESENTATIONS

1. Presentation and update to the WEDC Board from Retail Coach on consultant activities from April 2020 to July 2020 to include new business recruitment and the impacts of the COVID-19 Pandemic on economic development activity

APPROVAL OF MINUTES

1. Discuss and consider action to approve the meeting minutes for the WEDC Regular Meeting held on July 21, 2020 and WEDC Special Meeting held on July 28, 2020.

NEW BUSINESS

1. Discuss and consider action to approve a professional services agreement with Burgess & Niple to provide professional engineering services for the completion of the EDA grant application and design of the Business Incubator project and authorize the Executive Director to execute said agreement

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,

September 11, 2020, before 5:00 p.m., in accordance with Chapter 551 of the Texas Government Code.



Andrea Gardner, City Secretary





AGENDA MEMORANDUM

DATE: September 8, 2020

TO: Watauga Economic Development Corporation Directors

FROM: Sandra Gibson, CGFO, CGFM, Director of Finance

SUBJECT: Monthly Financial Report for the period ending July 31, 2020

BACKGROUND/INFORMATION:

The financial report for the period ending July 31, 2020 is attached for the Board's review.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

This item does not require a recommendation as it is a presentation/report.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. EDC Monthly Report July 2020

REVIEWED BY:

Sandra Gibson, CGFO, CGFM, Director of Finance

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 9/9/2020

Final Approval - 9/10/2020



AGENDA MEMORANDUM

DATE: September 3, 2020

TO: Watauga Economic Development Board

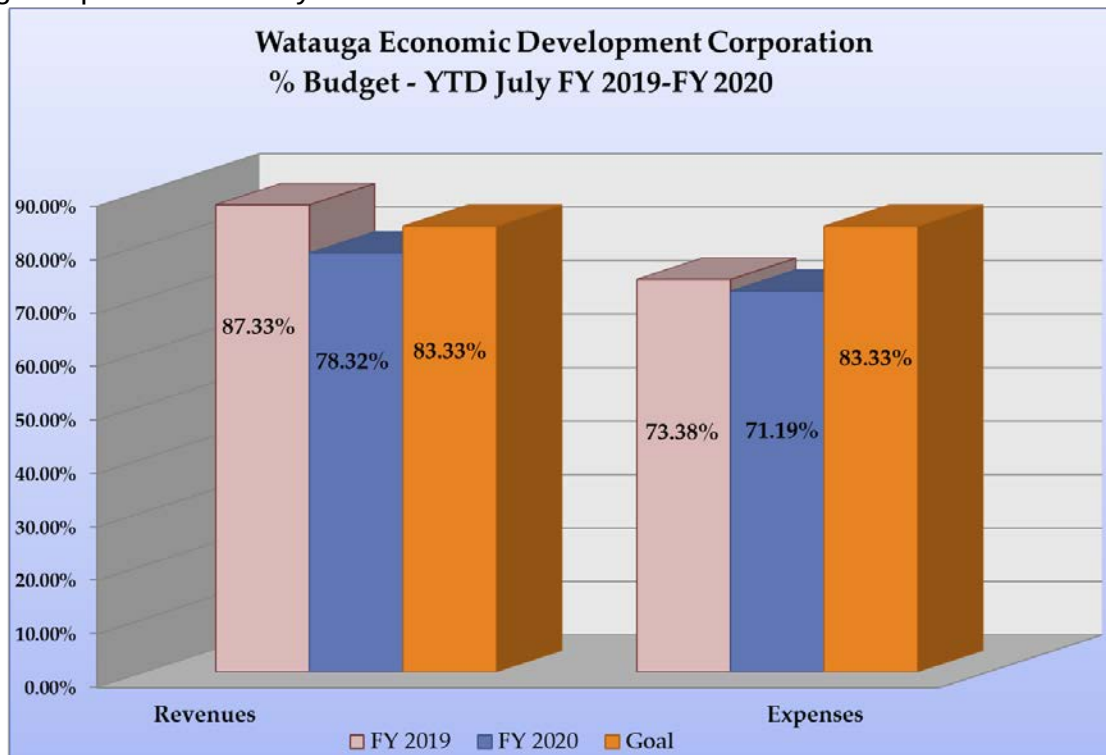
FROM: Sandra Gibson, Director of Finance

SUBJECT: Financial Report for the Month of July, 2020

The attached report and below graph represent the results of transactions through July, 2020 which is the 83.3% through the FY2019-20 budget.

June sales tax receipts (received in August) increased 13.18% from the same time last year. Although the increase is encouraging, we remain conservative in our future forecasts. Due to the timing of this report, July sales tax numbers are not yet available. The City is scheduled to receive the July sales tax distribution on September 14, 2020. For this report, an estimated accrual of sales tax has been calculated using a decline of 12% over the same time last year.

The year-to-date sales tax is estimated at \$602,744 which is 78.9% of budgeted sales tax revenues. Total year-to-date expenditures are \$325,084 which is 71.2% of the budget expended for the year.



CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2020
For the period ending July 31, 2020 (4th FY Qtr.)

WATAUGA ECONOMIC DEVELOPMENT CORP - 04

	CURRENT BUDGET	7/31/2020 YTD ACTUAL	% USED	% REMAINING	7/31/2019 YTD ACTUAL	\$ CHG 20 vs 19	% CHG 20 vs 19
REVENUE:							
SALES TAX	764,000	602,744	78.89%	21.11%	622,944	(20,200)	-3.24%
INTEREST EARNINGS	10,000	3,436	34.36%	65.64%	19,769	(16,332)	-82.62%
INTEREST/ESCROW	-	-	-	-	-	-	-
CONTRIBUTIONS/OTHER	-	-	-	-	-	-	-
TOTAL REVENUE	\$774,000	\$606,180	78.32%	21.68%	\$642,712	(36,533)	-5.68%
PERSONNEL SERVICES	-	(0)	0.00%	100.00%	334,714	(334,714)	-100.00%
NON-DEPARTMENTAL	-	-	0.00%	100.00%	14,813	(14,813)	-100.00%
SUPPLIES	2,200	324	14.71%	85.29%	28,312	(27,988)	-98.86%
MAINTENANCE	4,000	-	0.00%	100.00%	28,472	(28,472)	-100.00%
CONTRACTUAL & SUNDRY	148,450	79,470	53.53%	46.47%	101,159	(21,690)	-21.44%
TRANSFERS	294,470	245,291	83.30%	16.70%	43,157	202,133	468.36%
CAPITAL OUTLAY	7,500	-	0.00%	100.00%	5,500	(5,500)	0.00%
TOTAL EXPENDITURES	456,620	325,084	71.19%	28.81%	\$ 556,128	(231,044)	-41.55%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$317,380	\$281,096			\$86,584	\$194,511	



AGENDA MEMORANDUM

DATE: August 6, 2020

TO: Watauga Economic Development Corporation Directors

FROM: Andrea Gardner, City Manager

SUBJECT: Presentation and update to the WEDC Board from Retail Coach on consultant activities from April 2020 to July 2020 to include new business recruitment and the impacts of the COVID-19 Pandemic on economic development activity

BACKGROUND/INFORMATION:

The WEDC approved a contract with Retail Coach during the October 15, 2019 WEDC Board Meeting. Since the approval of the contract, the Retail Coach provided an update at the January 2020 Board Meeting, the March 31, 2020 Board Meeting and the May 19, 2020 Board Meeting.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the Board receive the report from Retail Coach and provide direction as appropriate.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Andrea Gardner, City Manager

Final Approval - 9/11/2020

Approved as to form for inclusion on Agenda



AGENDA MEMORANDUM

DATE: September 3, 2020

TO: Watauga Economic Development Corporation Directors

FROM: Andrea Gardner, City Manager

SUBJECT: Discuss and consider action to approve the meeting minutes for the WEDC Regular Meeting held on July 21, 2020 and WEDC Special Meeting held on July 28, 2020.

BACKGROUND/INFORMATION:

Meeting minutes are attached for consideration.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the WEDC Board approve the July 21, 2020 and July 28, 2020 meeting minutes.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 7.21.2020 WEDC Regular Meeting Minutes
2. 07.28.2020 WEDC Special Meeting Minutes

REVIEWED BY:

Raquel Guajardo, Deputy City Secretary
Andrea Gardner, City Manager

Approved - 9/10/2020
Final Approval - 9/10/2020

Approved as to form for inclusion on Agenda

**MINUTES
WATAUGA ECONOMIC DEVELOPMENT CORPORATION
REGULAR MEETING
TUESDAY, JULY 21, 2020
7105 WHITLEY ROAD, WATAUGA, TEXAS 76148
6:00 PM**

CALL TO ORDER:

President Miner called the meeting to order by videoconference at 6:00 PM.

DIRECTORS PRESENT:

Art Miner, President, Place 1	Attended by Videoconference
Amirali Fazalbhaj, Place 2	Attended by Videoconference
Jan Hill, Place 3	Attended by Videoconference
Damon Solko, Place 4	Attended by Videoconference
Cheneya Cruze, Place 6	Attended by Videoconference (Joined at 6:05 p.m.)
Robert Gaffney, Place 7	Attended by Videoconference

DIRECTORS ABSENT:

Mike Alexander, Place 5	Absent with Notice
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CITY STAFF PRESENT:

Andrea Gardner, City Manager	Attended by Videoconference
Sandra Gibson, Finance Director	Attended by Videoconference
Paul Hackleman, Public Works Director	Attended by Videoconference

ANNOUNCEMENTS FROM BOARD

None

PUBLIC TESTIMONY

Mayor Miner called for Public Testimony.

Ms. Mary Stormer, 6545 Old Mill Circle, Watauga, Texas, addressed the board and asked how many new businesses had Retail Coach brought in and how many were lost to COVID-19.

Ms. Danielle Tucker submitted a request to speak during the meeting, was called upon, but provided no response.

REPORTS FROM STAFF

Ms. Gibson gave an overview of the Monthly Financial Report for May 2020 that included the following:

WEDC is 67% into the May 2019-2020 budget year; revenue is 61% of budget and expenditures are

60% of budget. May sales tax receipts are down 6.4%, and per the Comptroller's report, retail is down.

Ms. Gibson also stated that there are no details regarding the number of businesses that have closed due to COVID.

There were no questions or comments from the Board.

PUBLIC HEARING

President Miner opened the public hearing at 6:10 p.m.

1. Conduct a Public Hearing in support of an economic development grant agreement to provide funding to support costs for an Incubator Site Project

Ms. Gibson presented a brief overview of the item and stated that the \$500,000 project would be funded by Certificates of Obligation and an application would be submitted for an EDA Grant.

President Miner called for Public Comment and introduced Ms. Mary Stormer, 6545 Old Mill Circle, Watauga. Ms. Stormer shared multiple concerns regarding the incubator project. City Manager Gardner and President Miner addressed Ms. Stormer's concerns.

Vice-President Cruze asked Ms. Gardner to address the misinformation circulating online regarding the project and the fact that the incubator could be used for non-food vendors. City Manager Gardner stated that the project is for restaurants and the City is working on an operations plan that will address all business requirements and agreements. The plan will be brought to the board to discuss and vote on at a future date.

President Miner read comments submitted by Ms. Sharon Gehle, 7725 Partridge Dr., Watauga, and Ms. Andra Dunn, 6516 Alta Vista Dr. Watauga. *(To will be recorded with approved minutes)*

Ms. Gardner read response provided via email to Ms. Dunn *(To be recorded with approved minutes)*

Director Gaffney inquired if rate of 3% is still available. Ms. Gibson responded that financial advisor anticipates the rate to be lower than 3%.

Mr. Paul Hackleman reported that parking will include 16 -18 spaces with a possibility to allow additional temporary parking if needed but does not want a separate entrance and exit due to pedestrians in the area. Ms. Gardner mentioned the possibility of entering into a shared parking agreement to accommodate additional parking needs.

Mayor Miner closed Public Hearing at 6:39 p.m.

NEW BUSINESS

- 1. Discuss and consider adopting a resolution of the Watauga Economic Development Corporation establishing and approving the Corporation's Fiscal Year Budget for FY2020-2021; Providing for all anticipated expenditures; directing the Executive Director to submit it to the City Secretary's Office for City Council consideration to approve the budget and related operational expenditures; and providing an effective date.**

Ms. Gibson provided background information of the presented item.

Director Gaffney asked to verify that debt service in budget shows an increase and if the incubator project is also included.

Ms. Gibson confirmed the difference of the debt service from FY 2020 to FY 2021 and the incubator project's purpose.

Ms. Mary Stormer, 6545 Old Mill Circle, Watauga, asked for clarification of Ms. Gardner's job titles and if they included WEDC Executive Director, City Manager and City Secretary. President Miner stated that all (3) functions are served by Ms. Gardner.

Director Hill motioned to approve the item as presented. Director Gaffney seconded the motion. The motion carried 5-0.

Ayes: Fazalbhaj, Hill, Solko, Cruze, Gaffney
Nays: None

- 2. Discuss and consider action to approve a Resolution of the Watauga Economic Development Corporation board of directors authorizing the development of utilities, drainage and other site improvements at 6200 Watauga road to develop and operate a business incubator project in accordance with Texas Government Code sections 501.103 and 501.153; authorizing the executive director to expend the funds necessary and execute documents necessary and approved by the board's legal counsel to complete the improvements; directing the executive director and legal counsel to establish the operational plan, license agreements and other related materials to operate the project for future board consideration and approval prior to completion of the necessary improvements and providing an effective date.**

Ms. Gardner introduced the item and stated that she or Mr. Hackleman are available to address questions regarding the presented item.

President Miner called for Public Testimony and introduced Ms. Mary Stormer, 6545 Old Mill Circle, Watauga. Ms. Stormer asked how much has been expended on the project and why the WEDC President does not also needed to sign documents. President Miner commented that previous legal counsel worked with the City for over 30 years and before contracts are executed, they are presented to the Board and Council.

Director Hill motioned to approve the item as presented. Secretary Fazalbahji seconded the motion. The motion carried 5-0.

Ayes: Fazalbhaj, Hill, Solko, Cruze, Gaffney
Nays: None

APPROVAL OF MINUTES

1. Consider and take action to approve the minutes of the Regular Meeting of June 23, 2020

Vice-President Cruze motioned to approve the minutes of the Regular Meeting of June 23, 2020 as submitted. Director Hill seconded the motion. The motion carried 5-0.

Ayes: Fazalbhair, Hill, Solko, Cruze, Gaffney

Nays: None

NEW BUSINESS (Continued)

3. Discuss and consider action on a resolution to approve and ratify the July 2020 Bylaws Amendment previously approved by the City Council of the City of Watauga on July 13, 2020; The amended bylaws contain substantive changes through the amendment of Articles relating to Director terms, Board vacancies, attendance and fiscal reporting requirements; the addition of an Article VIII relating to legal construction and authority, effective date and certification.

Ms. Gardner gave a brief description of the amendments.

President Miner called for Public Testimony and introduced Ms. Mary Stormer, 6545 Old Mill Circle, Watauga. Ms. Stormer stated that she was concerned that Council can remove members without cause and asked for additional information regarding section 2.06. Ms. Gardner responded to all concerns.

Mr. Gaffney asked for clarification on his position expiration date. President Miner stated that Position 7 will expire in August 2021.

Director Hill motioned to approve the item. Director Fazalbhair seconded the motion. The motion carried 5-0.

Ayes: Fazalbhair, Hill, Solko, Cruze, Gaffney

Nays: None

4. Consider action on a Staffing and Reimbursement Agreement between the Watauga Economic Development Corporation and the City of Watauga for personnel and services

Ms. Gibson gave background on the item and pointed out the added positions of the Public Information Officer and Information Technology support position.

President Miner called for Public Testimony and introduced Ms. Mary Stormer, 6545 Old Mill Circle, Watauga. Ms. Stormer inquired regarding the statement that City employees shall not be WEDC employees and inquired about the rate of various City employees included in the attachment. President Miner addressed Ms. Stormer's inquiries.

Director Gaffney motioned to approve the item. Vice-President Cruze seconded the motion. The motion carried 5-0.

Ayes: Fazalbhai, Hill, Solko, Cruze, Gaffney
Nays: None

5. Discuss and consider action on a resolution by the Watauga Economic Development Corporation of the City of Watauga, Texas authorizing the use of the Watauga EDC name on the 2020 Tarrant County Pride Parade application and granted permission to participate in said event; providing for repeal; providing a savings clause; and providing an effective date

Vice-President Cruze presented the item to the Board and requested approval to participate for the second consecutive year.

President Miner called for Public Testimony and introduced Ms. Stormer, 6545 Old Mill Circle, Watauga. Ms. Stormer stated that she is pleased that the board is considering this item.

President Miner stated that he has requested legal counsel to secure means prohibiting the use of the City logo and that they are looking to trademark the Watauga name and logo.

Secretary Fazalbhai motioned to approve the item. Director Gaffney seconded the motion. The motion carried 5-0.

Ayes: Fazalbhai, Hill, Solko, Cruze, Gaffney
Nays: None

6. Discuss and consider action on authorizing the development and use of a Business Registration program

Ms. Gardner provided background on the presented item.

Secretary Fazalbhai stated that he was in support of the program and suggested additional exposure.

Director Gaffney asked if the City had any liability for inaccurate data entry and if this could be made part of the overall process.

President Miner added that he would like Board members to speak with business owners.

President Miner called for Public Testimony and introduced Ms. Mary Stormer, 6545 Old Mill Circle, Watauga. Ms. Stormer recommended looking to the Better Business Bureau and is concerned regarding ownership of data and information.

Director Fazalbhai motioned to approve the item. Vice-President Cruze seconded the motion. The motion carried 5-0.

Ayes: Fazalbhai, Hill, Solko, Cruze, Gaffney
Nays: None

7. Consider action on a resolution approving a City of Watauga Economic Development Grant Agreement with the City of Watauga to provide funding to support costs for an Incubator Site Project

President Miner called for Public Testimony and introduced Ms. Mary Stormer, 6545 Old Mill Circle, Watauga. Ms. Stormer stated that she feels the agendas are set out ahead of the meeting and that citizens are upset. She challenged the Board members to go out to the community and visit with citizens. She commented that she feels that seniors are not be being taken care of and receives pushback from individuals. President Miner addressed some of Ms. Stormer's comments and stated that he would like to hear from citizens.

Vice-President Cruze responded to Ms. Stormer's comment regarding citizen interaction and stated that she spends a fair amount of time on social media and tries to ensure that items are addressed. Director Hill echoed the comments made by Vice-President Cruze regarding social media and encouraged citizens to email the City Manager and Council.

Director Hill motioned to approve the item as presented. Director Fazalbahhi seconded the motion. The motion carried 5-0.

Ayes: Fazalbahhi, Hill, Solko, Cruze, Gaffney
Nays: None

ADJOURNMENT

With no additional business to discuss, President Miner adjourned the videoconference meeting at 7:50 p.m.

APPROVED: this the _____ day of _____, 2020

SIGNED: this the _____ day of _____, 2020

Arthur L. Miner, President

Amirali (A.J.) Fazalbahhi, Secretary

MINUTES
WATAUGA ECONOMIC DEVELOPMENT CORPORATION
VIDEOCONFERENCE MEETING
JULY 28, 2020
6:00 P.M.

CALL TO ORDER:

President Miner called the meeting to order by videoconference at 6:02 PM.

DIRECTORS PRESENT:

Art Miner, President, Place 1	Attended by Videoconference
Jan Hill, Place 3	Attended by Videoconference
Mike Alexander, Place 5	Attended by Videoconference
Cheneya Cruze, Place 6	Attended by Videoconference

DIRECTORS ABSENT:

Amirali Fazalbhai, Place 2	Absent without Notice
Damon Solko, Place 4	Absent without Notice
Robert Gaffney, Place 7	Absent without Notice

CITY STAFF PRESENT:

Andrea Gardner, City Manager	Attended by Videoconference
Sandra Gibson, Director of Finance	Attended by Videoconference

Also present – Council Liaison, Lovie Downey Attended by Videoconference

PUBLIC TESTIMONY

President Miner called upon Ms. Mary Stormer, 6540 Old Mill Circle, Watauga. Ms. Stormer inquired regarding liquor sales within the City. President Miner stated that as the item is not on the agenda, there can be no discussion and encouraged Ms. Stormer to email him directly regarding the inquiry.

No additional public testimony requests were received.

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

President Miner read Ms. Sharon Gehle's comment into to the record provided on July 27, 2020. Ms. Andrea Gardner responded to all concerns. (To be recorded with approved minutes.)

Ms. Mary Stormer stated that she is concerned that the City is contracting with a firm that isn't familiar with Watauga and she hopes that the Board would spend funds in Tarrant County.

Director Hill motioned to approve the item as presented. Vice-President Cruze seconded the motion. Motion carried 3-0.

Ayes: Hill, Alexander, Cruze
Nays: None

ADJOURNMENT

With no further business to discuss, President Miner adjourned the videoconference meeting at 6:17 PM.

APPROVED: this the _____ day of _____ 2020.

SIGNED: this the _____ day of _____ 2020.

APPROVED: _____
Arthur L. Miner, President

ATTEST: _____
Amirali (A.J.) Fazalbhai, Secretary



AGENDA MEMORANDUM

DATE: September 3, 2020

TO: Watauga Economic Development Corporation Directors

FROM: Andrea Gardner, City Manager

SUBJECT: Discuss and consider action to approve a professional services agreement with Burgess & Niple to provide professional engineering services for the completion of the EDA grant application and design of the Business Incubator project and authorize the Executive Director to execute said agreement

BACKGROUND/INFORMATION:

The Economic Development Corporation is a Type B sales tax corporation and is authorized to expend funds related to community or recreational facilities.

The incubator project was discussed during the budget process for the Board's consideration. A public hearing was held for citizen input on the incubator project in accordance with Local Government Code 505.159.

On July 21, 2020 the WEDC Board conducted the required public hearing and approved a resolution and agreement requiring the Corporation to reimburse the City for the associated debt service requirements.

In June 2020, the WEDC Board authorized staff to pursue an EDA Grant Opportunity under the CARES Act for this project. On July 28, 2020 the WEDC Board approved an agreement with MRB 2020 Group to complete a feasibility study as required for grant consideration.

Attached is the professional services agreement submitted by Burgess & Niple for the project design.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:



AGENDA MEMORANDUM

City staff respectfully recommends the WEDC Board approve the attached agreement and authorize the Executive Director to execute the agreement.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Watauga Food Truck Court Grant and Engineering - Letter Proposal

REVIEWED BY:

Karrie Marling, Legal
George Hyde, Legal
Deby Woodard, Assistant Director of Finance
Andrea Gardner, City Manager
Approved as to form for inclusion on Agenda

Approved - 9/8/2020
Approved - 9/9/2020
Approved - 9/10/2020
Final Approval - 9/11/2020

BURGESS & NIPLE

3950 Fossil Creek Blvd., Suite 210 | Fort Worth, TX 76137 | 817.306.1444

August 28, 2020

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

Reference: Business Incubator Project – Agreement for Professional Services

Dear Mrs. Gardner:

Burgess & Niple (B&N) is pleased to submit this Agreement for Professional Services to the Watauga Economic Development Corporation. This agreement is for B&N to provide Professional Engineering Services for the EDA grant application and design of the Business Incubator Project including construction administration. Should the WEDC not obtain the EDA grant, I will work with you to downsize the site plan as needed to get the project back into the WEDC's budget and reduce my fee appropriately. Attached is the Agreement, which is prepared for your signature.

Thank you for the opportunity to serve the Watauga Economic Development Corporation.

Respectfully submitted,

BURGESS & NIPLE

TBPELS FIRM REGISTRATION NO. F-10834



William D. Wendland, P.E.
Associate
Director, Fort Worth Public Sector

Attachment

**AGREEMENT BETWEEN
WATAUGA ECONOMIC DEVELOPMENT CORPORATION
AND
BURGESS & NIPLE, INC.
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT EFFECTIVE AS OF _____ ("Effective Date") between Watauga Economic Development Corporation ("CLIENT") and Burgess & Niple, Inc. ("ENGINEER"). ENGINEER agrees to provide the services described below to CLIENT for Business Incubator Project ("ASSIGNMENT").

Client Legal Name: Watauga Economic Development Corporation

Street Address: 7105 Whitley Road

City: Watauga State: Texas Zip Code: 76148

Contact Person: Andrea Gardner, Watauga City Manager

Phone: (817) 514-5821 Fax: (817) 281-1991

☒ Corporation
☐ Public Agency

☐ Partnership
☐ Individual

☐ Sole Proprietor
☐ Limited Liability Company (LLC)

The ASSIGNMENT

ENGINEER will provide professional engineering services to complete a Preliminary Engineering Report as required for submission of a CARES Act grant administered by the Economic Development Administration. ENGINEER will coordinate with the CLIENT, City of Watauga staff and the CLIENT's other consultants who also preparing information for the grant application.

ENGINEER will design the improvements for the Business Incubator Project located on the Watauga-owned property on the south side of Watauga Road, between Maurie Drive and Stardust Drive South. See Exhibit A – Assignment Location Map. The Business Incubator Project will contain 6 parking spaces for food trucks, parking spaces for customers, customer seating area, bathroom and commissary building. The improvements will also include water, sanitary sewer and electrical services. The estimated total construction cost of this ASSIGNMENT is \$745,906. See Exhibit B – Opinion of Probable Construction Cost.

SCOPE OF SERVICES

PRELIMINARY ENGINEERING REPORT

ENGINEER will prepare a report in the format required of the Economic Development Administration to support the grant application being prepared by the CLIENT.

DESIGN

ENGINEER will subcontract with a Surveyor to locate and document visible and apparent information pertinent to the design and construction of the ASSIGNMENT. ENGINEER will then prepare plans and specifications for the purpose of taking bids for the ASSIGNMENT.

PROCUREMENT

Once the plans are approved for advertisement by the CLIENT, ENGINEER will assist the CLIENT in advertising and bidding of the ASSIGNMENT in one bid package. ENGINEER will assist the CLIENT with awarding the ASSIGNMENT.

CONSTRUCTION ADMINISTRATION

ENGINEER will provide construction administration services on the ASSIGNMENT. Construction Administration is defined as monthly site visits, answering contractor's and CLIENT'S questions during construction, preparing change orders (estimated at five (5) maximum), reviewing contractor's monthly payment applications, attending monthly construction meetings, assisting in the final walk-through and preparing record drawings.

DELIVERABLES

ENGINEER will prepare a preliminary engineering report, construction plans, specifications and cost estimates so that the CLIENT can advertise to receive bids for the construction of the ASSIGNMENT. Up to five (5) hard copies of the plans, specifications and cost estimates will be provided to the CLIENT along with an electronic PDF version. One set of Record Drawings will be delivered at the conclusion of the ASSIGNMENT.

EXCLUSIONS

The ASSIGNMENT only includes the above Scope of Services listed above. Abstracting services, arborist services, construction staking services, geotechnical investigation or subsurface utility engineering (SUE) investigation services are not included.

This Agreement shall include this Agreement form, Exhibit A – Assignment Location Map, Exhibit B – Opinion of Probable Construction Cost and Exhibit C – Hourly Fee Schedule.

ASSIGNMENT START

CLIENT shall execute both copies of Agreement. A signed original of the Agreement returned to the office indicated will consummate our Agreement and serve as authorization for ENGINEER to proceed with the services. The person signing this contract warrants that he or she has the authority to sign as or on behalf of the CLIENT for whom or for whose benefit ENGINEER'S services are rendered. This Agreement may be executed by a facsimile signature that, when so executed, shall be deemed to be an original of the same Agreement.

TIME FOR COMPLETION

Engineer shall complete its obligations within a reasonable time. All services are to be completed by September 30, 2021 and is hereby agreed to be reasonable. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. If CLIENT authorizes changes in the scope, extent, or character of the ASSIGNMENT or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. CLIENT shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then CLIENT shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure

CLIENT and ENGINEER further agree as follows:

1.01 *Basic Agreement*

- A. ENGINEER shall provide, or cause to be provided, the services set forth in this Agreement and CLIENT shall pay ENGINEER for such Services as set forth in Paragraph 10.01 and Exhibit C – Hourly Fee Schedule.
- B. The CLIENT and the ENGINEER understand, acknowledge, and agree that the ENGINEER shall be acting as an independent contractor at all times during the performance of this agreement and no provision or obligation expressed or implied in this agreement shall create an employment, agency, or fiduciary relationship.

2.01 *Payment Procedures*

- A. ENGINEER will prepare a monthly invoice in accordance with ENGINEER'S standard invoicing practices and submit the invoice to CLIENT.
- B. CLIENT will pay ENGINEER'S monthly invoices 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, whichever is higher.
- C. If CLIENT does not give ENGINEER written notice disputing an invoice within thirty (30) days of the date thereof, the invoice shall conclusively be deemed correct. All payments made by CLIENT should specify the

invoice numbers being paid. If payments are received that do not specify the invoices being paid, ENGINEER may, at its sole discretion, apply payments against outstanding interest or invoices.

- D. In the event sales tax is imposed on professional services, CLIENT shall be responsible for this additional cost.
- E. Overtime work requested by the CLIENT shall be invoiced at 1.5 times the hourly rates set forth in Exhibit C. Work on Sundays or legal holidays shall be invoiced at 2.0 times the hourly rates set forth in Exhibit C. No guarantees are made as to the availability of ENGINEER'S personnel for overtime work.
- F. ENGINEER shall not be required to release its files or work product to the CLIENT or to any other party until such time as ENGINEER receives full payment for all services rendered, including reimbursable expenses and interest incurred under the Agreement.

3.01 *Additional Services*

- A. If authorized by CLIENT, or if required because of changes in the ASSIGNMENT, ENGINEER shall furnish services in addition to those set forth above.
- B. CLIENT shall pay ENGINEER for such additional services an amount equal to the cumulative hours charged to providing the Additional Services under the Assignment by each class of ENGINEER'S employees, times standard hourly rates for each applicable billing class; plus reimbursable expenses and ENGINEER'S Consultants' charges, if any or at established Unit Costs. ENGINEER'S standard hourly rates, reimbursable expenses schedule, and applicable unit cost items are set forth in Exhibit C. Additional Services require written authorization by CLIENT prior to performance of such services.

4.01 *Termination*

- A. The Agreement may be terminated with or without cause by either party on thirty (30) days' written notice, the end of such notice period being the effective date of termination. CLIENT shall pay ENGINEER in accordance with the Agreement for all services performed and reimbursable expenses incurred through the effective date of termination.

5.01 *Controlling Law*

- A. This Agreement is to be governed by the laws of the State of Texas. Each party consents to and submits itself to jurisdiction of the courts of the State of Texas, and to venue in Tarrant County, Texas.
- B. For claims, disputes, or other matters in question between the parties to the Agreement arising out of or relating to the Agreement or breach thereof, the parties shall endeavor to settle these matters by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen.

6.01 *Successors, Assigns, and Beneficiaries*

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.01.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all agreements and obligations of this Agreement.
- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or ENGINEER.

7.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER'S services and all warranties are specifically disclaimed, including warranties of merchantability and fitness for a particular purpose. ENGINEER may employ consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by the CLIENT. ENGINEER is responsible for the work product of such consultants employed by ENGINEER.
- B. Upon payment in full for completed services, original documents, plans, designs, and survey notes developed in connection with services performed hereunder belong to and remain the property of the CLIENT in consideration of which it is mutually agreed that the CLIENT will use them solely in connection with the Assignment, save with the express consent of the ENGINEER. The ENGINEER may retain reproducible copies of such documents.
- C. ENGINEER shall not at any time supervise, direct, or have control over any work by CLIENT'S contractors, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor engaged by the CLIENT, for safety precautions and programs incident to the work progress of a CLIENT'S contractor, nor for any failure of any contractor engaged by CLIENT to comply with laws and regulations applicable to such contractor's work.
- D. ENGINEER neither guarantees the performance of any contractor engaged by the CLIENT nor assumes responsibility for any such contractor's failure to furnish and perform its work in accordance with the contract between CLIENT and such contractor.
- E. ENGINEER shall not be responsible for the acts or omissions of any CLIENT-engaged contractor, subcontractor, or supplier, or of any CLIENT-engaged contractor's agents or employees or any other persons (except ENGINEER'S own employees) at the ASSIGNMENT site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by CLIENT.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the ENGINEER'S Joint Contract Documents Committee (No. C-700, 2007 Edition).
- G. A VARIETY OF RISKS POTENTIALLY AFFECT ENGINEER BY VIRTUE OF ITS ENTERING INTO AN AGREEMENT TO PERFORM PROFESSIONAL SERVICES ON CLIENT'S BEHALF. IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A FEE THAT DOES NOT NEED TO ACCOUNT FOR UNLIMITED RISKS, TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AND ENGINEER (1) WAIVE AGAINST EACH OTHER, AND THE OTHER'S EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INSURERS, PARTNERS, AND CONSULTANTS, ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE ASSIGNMENT, AND (2) AGREE THAT ENGINEER'S TOTAL LIABILITY TO CLIENT UNDER THIS AGREEMENT SHALL BE LIMITED TO \$50,000 OR THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY ENGINEER, WHICHEVER IS GREATER.
- H. In the event that ENGINEER undertakes to provide construction cost estimation services, the following shall apply. Evaluation of the CLIENT'S ASSIGNMENT budget, preliminary estimates of construction costs, and

detailed estimates of construction costs (if any), or any portion thereof prepared by ENGINEER represent ENGINEER'S judgment, based upon the information provided to ENGINEER at the time of evaluation or preparation, as a design professional familiar with the construction industry. It is recognized, however, that neither ENGINEER nor the CLIENT has control over the cost of labor, materials, or equipment, over a contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, ENGINEER does not have any responsibility in the event that bids or negotiated prices vary from the CLIENT'S ASSIGNMENT budget or from any estimate or construction cost or evaluation prepared or agreed to by ENGINEER.

- I. The parties acknowledge that ENGINEER'S scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the ASSIGNMENT affected thereby until CLIENT: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.
- J. The parties acknowledge that ENGINEER'S scope of services does not include any services specifically not included within ENGINEER'S Scope of Service
- K. The parties acknowledge that ENGINEER'S Scope of Services is based upon the ordinance, criteria and/or policies and procedures currently in effect in the City of Watauga, as reasonably interpreted. Any revisions to these policies could impact the proposed civil engineering services and therefore necessitate an appropriate adjustment in the above fees.
- L. With the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER'S and CLIENT'S representatives with respect to the Assignment and the responsibilities of the CLIENT under the Agreement. Such an individual shall have the authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

8.01 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 10, inclusive), together with any expressly incorporated appendix or attachments, constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 *Severability*

- A. If any part, term, or provision of the Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of the Agreement shall not be affected, and the rights of the ENGINEER and CLIENT shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

10.01 *Payment for Scope of Services (Maximum Sum Basis)*

- A. Using the procedures set forth in paragraph 2.01, CLIENT shall pay ENGINEER for Scope of Services as follows:
 - 1. A total Maximum Sum amount of **Sixty-Five Thousand Dollars and No Cents (\$65,000.00)**.
 - 2. The Maximum Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Maximum Sum to account

for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

3. The portion of the compensation amount billed monthly for ENGINEER'S services will be based upon ENGINEER'S estimate of the percentage of the Maximum Sum Items and Unit Cost Items actually completed during the billing period. The compensation amount stipulated is conditioned on a period of service ending by September 30, 2021. If such end date is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

SIGNATURES ON NEXT PAGE

Agreement between Watauga Economic Development Corporation and Burgess & Niple, Inc. for professional services
Business Incubator Project

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CLIENT: **Watauga Economic Development Corporation**

ENGINEER: **Burgess & Niple, Inc.**

By: _____
Andrea Gardner

By:  _____
Steven D. Sanders, P.E.

Title: Watauga City Manager

Title: Vice President

Date Signed: _____

Date Signed: August 28, 2020

Address for giving notices:

Address for giving notices:

7105 Whitley Road

3950 Fossil Creek Blvd., Suite 210

Watauga, TX 76148

Fort Worth, Texas 76137

Address for remitting invoices:

Attention: Burgess & Niple, Inc. – Accounting Department

5085 Reed Road

Columbus, Ohio 43220

Designated Representative (Paragraph 7.01 L.):

Designated Representative (Paragraph 7.01 L.):

Name: Paul Hackleman, P.E.

Name: William Wendland, P.E.

Title: Public Works Director

Title: Director, Fort Worth Public Sector

Phone Number: (817) 514-5837

Phone Number: (817) 306-1444, x6105

Facsimile Number: (817) 514-5854

Facsimile Number: (817) 306-1555

Email Address: PHackleman@wataugatx.org

Email Address: billy.wendland@burgessniple.com

EXHIBIT B
OPINION OF PROBABLE CONSTRUCTION COST

ITEM NO.	DESCRIPTION OF ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	COST
1	Prepare/Restore Site	LS	1	\$2,500.00	\$2,500.00
2	Construction Entrance	EA	1	\$2,500.00	\$2,500.00
3	Site Grading	LS	1	\$2,500.00	\$2,500.00
4	Remove Existing Curb and Gutter	LF	110	\$35.00	\$3,850.00
5	Remove Existing Concrete Flatwork	SF	360	\$3.00	\$1,080.00
6	Excavation	CY	348	\$20.00	\$6,960.00
7	6" Thk. Concrete Paving (Truck Parking areas, Dumpster pad and Drive Approach)	SY	681	\$60.00	\$40,860.00
8	5" Thk. Concrete Paving (Dumpster driveway)	SY	107	\$57.00	\$6,099.00
9	4" Thk. Concrete Sidewalks	SF	630	\$5.00	\$3,150.00
10	3" Type "B" HMA	SY	998	\$22.50	\$22,455.00
11	2" Type "D" HMA	SY	998	\$15.00	\$14,970.00
12	6" Thk. Flex Base	SY	667	\$18.00	\$12,006.00
13	ADA Ramps	EA	4	\$1,600.00	\$6,400.00
14	Water Service	EA	7	\$1,500.00	\$10,500.00
15	4" Dia. Sewer Service Line	LF	150	\$25.00	\$3,750.00
16	Sanitary Sewer Service Transfers Incl. Cleanout, Tee & Double Cleanout	EA	1	\$350.00	\$350.00
17	Connect to Existing 18" SS Line	EA	1	\$1,000.00	\$1,000.00
18	Landscaping-Trees, Shrubs, etc.	LS	1	\$75,000.00	\$75,000.00
19	Pipe Fence with Gates	LF	450	\$50.00	\$22,500.00
20	4" Thick Topsoil & Solid Sodding	SY	2,500	\$6.00	\$15,000.00
21	Allowance for Dumpster Enclosure and Gate	LS	1	\$10,000.00	\$10,000.00
22	Site Electrical	LS	1	\$95,000.00	\$95,000.00
23	CEVMS Sign	EA	1	\$79,000.00	\$79,000.00
24	Traffic Control Plan and Implementation	LS	1	\$1,500.00	\$1,500.00
25	Erosion Control	LS	1	\$1,000.00	\$1,000.00
26	Project Signs	EA	1	\$750.00	\$750.00
27	Modular Restroom without Stairs or Ramp	LS	1	\$36,226.00	\$36,226.00
28	Allowance for Modular Commissary Building	LS	1	\$40,000.00	\$40,000.00
29	Allowance for Stage, Seating and Tables	LS	1	\$50,000.00	\$50,000.00
30	20% Contingency	LS	1	\$114,000.00	\$114,000.00
	Subtotal				\$680,906.00
	Surveying, Grant Preparation, Engineering and Construction Admin				\$65,000.00
	Grand Total				\$745,906.00

EXHIBIT C
PROFESSIONAL SERVICES
HOURLY FEE SCHEDULE

<u>Description</u>	<u>Hourly Rate*</u> <u>Min. - Max.</u>
Principal/Associate.....	\$170 - \$320
Senior Project Manager.....	\$130 - \$295
Project Engineer	\$100 - \$190
Graduate Engineer	\$90 - \$150
Senior Technician.....	\$100 - \$190
Technician.....	\$70 - \$150
Administrative	\$70 - \$125
Direct Expenses.....	Cost + 0%
Local Travel (Auto mileage)	Current IRS Allowable Rate + 0%
Subcontract Work	Cost + 0%

*Actual hourly rates are based upon experience level and expertise