



**AGENDA**  
**WATAUGA ECONOMIC DEVELOPMENT CORPORATION**  
**REGULAR MEETING**  
**7105 WHITLEY ROAD, WATAUGA, TEXAS 76148**  
**TUESDAY, DECEMBER 16, 2025**  
**6:30 PM**

**CALL TO ORDER**

**ROLL CALL**

**ANNOUNCEMENTS**

**PRESENTATIONS**

**PUBLIC COMMENT**

If speaking for an organization or group, the speaker should identify the group represented. If speaking during Public Comment (for matters not posted on that particular meeting's agenda), members of the Watauga Economic Development Corporation, and Staff may only provide a statement of factual information in response to the inquiry or recite existing policy in response (e.g., to correct a factual misstatement made by the citizen or provide factual information requested by the citizen). Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a future meeting. If necessary, the Chair will task the City Manager to respond to the citizen and report back to the WEDC as soon as practicable. Such report to the WEDC shall not constitute a meeting called by WEDC nor shall it constitute deliberation or formal action. Individual citizens addressing the WEDC during Public Comment shall not exceed three (3) minutes in their comments; however, the Chair may extend or reduce the speaker's allotted time in order to conduct an efficient and effective public meeting. The time allotted shall not be donated to others desiring to speak. Public Comment is not established to engage in a conversation with the WEDC and no formal action will be taken.

**PUBLIC TESTIMONY FOR ACTION ITEMS** This is an opportunity for citizens to address the Council on current agenda action items (excludes presentations and reports). Only those persons who have submitted a proper "Request to Speak Form" will be allowed to speak. Citizens will be required to state their name and address for the record. They have up to 3 minutes to speak, and their comments must be germane to the item. If speaking for an organization or group, the speaker should identify the group represented. Council members may ask questions or discuss the item with the citizens directly.

## REPORTS FROM STAFF

**CONSENT AGENDA** All the items on the consent agenda are considered to be self-explanatory by the Commission and will be enacted with one motion, one second, and one vote. There will be no separate discussion of these items. Any member wishing to pull an item may do so.

1. Consider approval of the Monthly Financial Report for the period ending October 31, 2025.
2. Consider action on approval of the November 18, 2025, WEDC meeting minutes.

## PUBLIC HEARINGS

## ACTION ITEMS

1. Discuss and consider action to approve the Capp Smith Food Truck Project design and construction plan expenditure  
**Timothy Hamilton, Parks and Community Services Director**
2. Discuss and consider changing the Watauga Economic Development Corporation regular meeting time from 6:30 p.m. to 6:00 p.m.  
**Sandra Gibson, City Manager**
3. Discuss and consider appreciation options for businesses that have donated food to the Police and Fire Departments.

**EXECUTIVE SESSION** The WEDC will recess its open meeting and reconvene in executive session to discuss the following items pursuant to the below referenced section(s) of the Texas Government Code:

**RECONVENE** The WEDC will return to open session in the City Council Chamber for possible discussion and action as a result of the Executive Session.

### ITEMS OF EXECUTIVE SESSION DELIBERATION:

## ITEMS FOR FUTURE AGENDAS

## 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 [City Council/Board/Commission/Committee] to address a subject matter on the agenda. Action, if any, will be taken in open session.

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, Linda Proskey, 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 December 9, 2025, before 5:00 p.m., in accordance with Chapter 551 of the Texas Government Code.

/s/ Linda Proskey  
City Secretary





## AGENDA MEMORANDUM

**DATE:** December 4, 2025  
**TO:** Watauga Economic Development Corporation Directors  
**FROM:** Jennifer Calvert, Director of Finance  
**SUBJECT:** Consider action to approve the Monthly Financial Report for the period ending October 31, 2025

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**BACKGROUND/INFORMATION:**

The monthly financial report for the period ending October 31, 2025, is attached for the Board's review and approval.

**FINANCIAL IMPLICATIONS:**

N/A

**RECOMMENDATION/ACTION DESIRED:**

Staff recommends approval of the Monthly Financial Report for the period ending October 31, 2025.

**ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. EDC Monthly Financial Report - October 31, 2025

**REVIEWED BY:**

Lorenza Zavala, Administrative Assistant  
Sandra Gibson, City Manager  
Linda Proskey, City Secretary

*Approved as to form for inclusion on Agenda*



## AGENDA MEMORANDUM

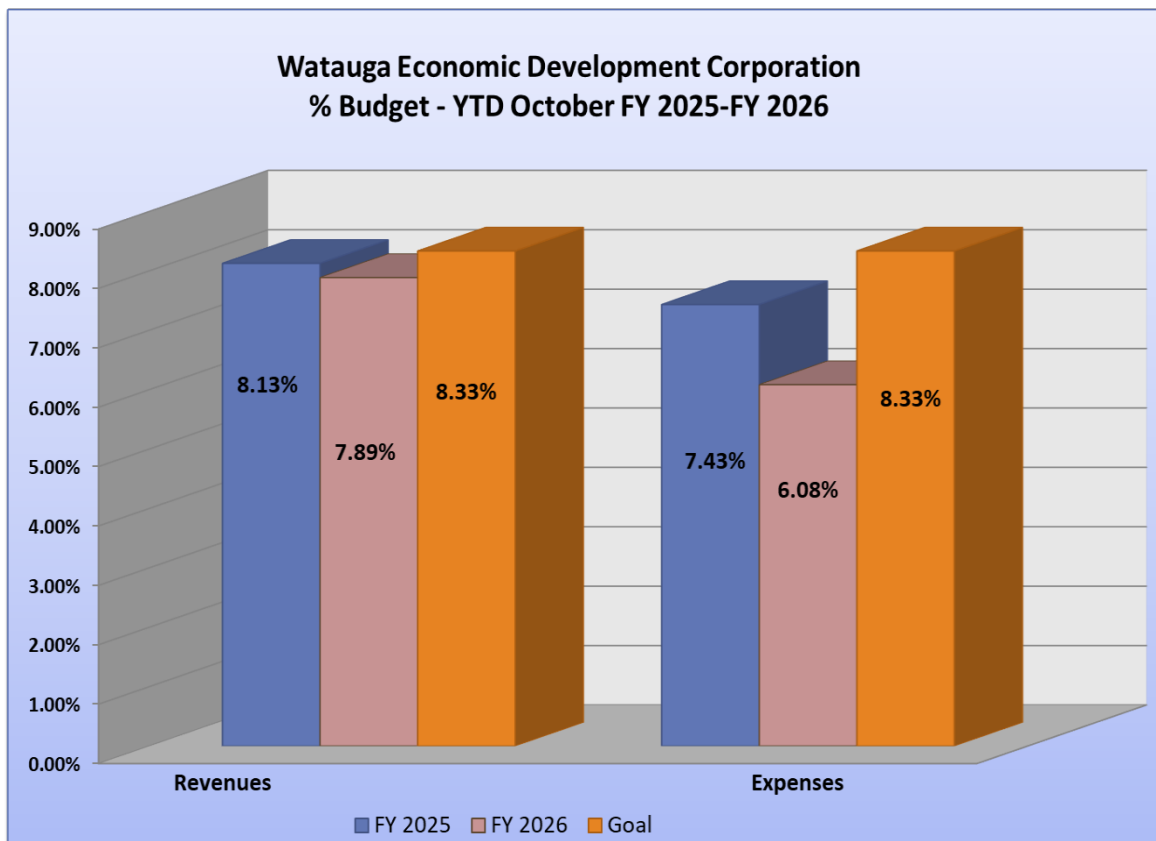
**DATE:** December 3, 2025  
**TO:** Watauga Economic Development Corporation Board  
**FROM:** Jennifer Calvert, Director of Finance  
**SUBJECT:** Financial Report for the Month of October 2025

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The attached report and graphs below represent the results of transactions for October 2025.

Year-to-date revenues for October are 7.89% of the total budget. October actual sales tax receipts were \$75,409. Year-to-date revenues as of October 31, 2025, are \$84,823. Expenses for October 2025 are \$42,876, or 6.08% of the total budget.

Sales tax receipts have been estimated for the October 2025 reporting period. The City will receive the distribution for October 2025 sales tax receipts on December 7, 2025.





**CITY OF WATAUGA**  
**BUDGET TO ACTUAL COMPARISON**  
**FISCAL YEAR 2026**  
 For the period ending October 31, 2025 (1st FY Qtr.)

**WATAUGA ECONOMIC DEVELOPMENT CORP - 04**

REVENUE:	CURRENT BUDGET	10/31/2025 YTD ACTUAL	%	%	10/31/2024 YTD ACTUAL	\$ CHG 25 vs 24	% CHG 25 vs 24
			USED	REMAINING			
SALES TAX	993,000	75,409	7.59%	92.41%	75,437	(27)	-0.04%
INTEREST EARNINGS	80,000	9,189	11.49%	88.51%	9,840	(651)	-6.62%
INTEREST/ESCROW	-	-	-	-	-	-	0.00%
CONTRIBUTIONS/OTHER	2,500	225	9.00%	91.00%	-	225	0.00%
<b>TOTAL REVENUE</b>	<b>\$1,075,500</b>	<b>\$84,823</b>	<b>7.89%</b>	<b>92.11%</b>	<b>\$85,277</b>	<b>(\$454)</b>	<b>-0.53%</b>
<b>PERSONNEL SERVICES</b>	-	-	-	-	-	-	0.00%
<b>NON-DEPARTMENTAL</b>	-	-	-	-	-	-	0.00%
<b>SUPPLIES</b>	1,000	23	2.33%	97.67%	-	23	0.00%
<b>MAINTENANCE</b>	-	-	0.00%	100.00%	-	-	0.00%
<b>CONTRACTUAL &amp; SUNDRY</b>	212,700	1,920	0.90%	99.10%	5,312	(3,393)	-63.86%
<b>TRANSFERS</b>	491,200	40,933	8.33%	91.67%	46,803	(5,870)	-12.54%
<b>CAPITAL OUTLAY</b>	-	-	-	-	-	-	0.00%
<b>TOTAL EXPENDITURES</b>	<b>\$704,900</b>	<b>\$42,876</b>	<b>6.08%</b>	<b>93.92%</b>	<b>\$52,116</b>	<b>(\$9,240)</b>	<b>-17.73%</b>
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$370,600</b>	<b>\$41,947</b>			<b>\$33,161</b>	<b>\$8,786</b>	



**MINUTES**  
**WATAUGA ECONOMIC DEVELOPMENT CORPORATION**  
**REGULAR MEETING**  
**TUESDAY, NOVEMBER 18, 2025**  
**7105 WHITLEY ROAD, WATAUGA, TEXAS 76148**  
**6:30 PM**

**CALL TO ORDER**

President Miner called the meeting to order at 6:30 p.m.

**ROLL CALL**

Arthur L. Miner	Place 1, President
Calvin Lewis	Place 2, Director
Jan Hill	Place 3, Director
Vacant	Place 4, Director
Stephen Welch	Place 5, Vice President
Brian Downey	Place 6, Secretary
Macy Forrester	Place 7, Director

Others present include:

Sandra Gibson	City Manager
Lorenza Zavala	Economic Development Specialist
Jennifer Calvert	Finance Director

**ANNOUNCEMENTS**

President Miner mentioned the virtual Sales Tax Webinar the Board can attend. Open Meeting Act Certification also needed to be completed.

**PRESENTATIONS**

1. Presentation of a proclamation to Papa John's in recognition of their 30 year milestone anniversary.
2. Presentation of a proclamation to Burger King in recognition of their 25 year milestone anniversary.
3. Presentation of a proclamation to Dr. Kim Nelson Dentistry in recognition of their 20 year milestone anniversary.
4. Presentation of a proclamation to Kindercare Learning Center in recognition of their 20 year

milestone anniversary.

5. Presentation of a proclamation to Albertson's in recognition of their 15 year milestone anniversary.
6. Presentation of a proclamation to AT&T in recognition of their 15 year milestone anniversary.
7. Presentation of a proclamation to Panera Bread in recognition of their 15 year milestone anniversary

## **PUBLIC COMMENT**

No requests to speak were received.

## **PUBLIC TESTIMONY FOR ACTION ITEMS**

No requests to speak were received.

## **REPORTS FROM STAFF**

None at this time.

## **CONSENT AGENDA**

- 1. Consider action on approval of the September 16, 2025, WEDC meeting minutes.**
- 2. Consider action to approve the Monthly Financial Report for the period ending September 30, 2025.**

Director Jan Hill made a motion to approve the consent agenda as presented. The motion was seconded by Secretary Brian Downey.

Motion Passed 5-0-0

Ayes: Jan Hill, Calvin Lewis, Stephen Welch, Brian Downey, Macy Forrester

Nays: None

Absent: None

Abstain: None

## **PUBLIC HEARINGS**

None at this time.

## **ACTION ITEMS**

- 1. Consider action on the approval of a budget amendment for the FY2025-2026 WEDC Budget.**

Finance Director Jennifer Calvert presented the budget amendment for the transfer of

funds within the WEDC budget.

Secretary Downey made a motion to approve item one as presented. The motion was seconded by Vice President Welch.

Motion Passed 5-0-0

Ayes: Calvin Lewis, Jan Hill, Stephen Welch, Brian Downey, Macy Forrester

Nays: None

Absent: None

Abstain: None

- 2. Consider approval and authorize the Executive Director to execute the professional services agreement between the Watauga Economic Development Corporation and The Retail Coach, LLC for the completion of a Comprehensive Retail Recruitment and Development Plan. This will be the seventh term of the contractual engagement with the Retail Coach, LLC.**

City Manager Sandra Gibson presented on the partnership that Retail Coach provides to the City. This will be a six-month assessment, followed by a review to determine whether to extend the contract.

Director Hill made a motion to approve item one as presented. The motion was seconded by Director Lewis.

Motion Passed 5-0-0

Ayes: Calvin Lewis, Jan Hill, Stephen Welch, Brian Downey, Macy Forrester

Nays: None

Absent: None

Abstain: None

## **EXECUTIVE SESSION**

There was no executive session.

## **ITEMS FOR FUTURE AGENDAS**

1. Vice President Welch suggested offering some form of thank-you to businesses that have donated food to the Police and Fire Departments, possibly by providing a free digital sign advertisement. This will be discussed at the next meeting.

Director Jan Hill seconded.

2. President Miner suggested changing the WEDC Meeting time from 6:30 pm to 6:00 pm.

**ADJOURNMENT**

President Miner adjourned the meeting at 6:47 p.m.

APPROVED:           this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

SIGNED:             this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_

Arthur L. Miner, President

ATTEST:

\_\_\_\_\_

Brian Downey, Secretary

NOTE: Original Audio and Video Recording of this meeting is preserved and maintained by the City Secretary's Office

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Minutes of the Watauga Economic Development Corporation Meeting  
November 18, 2025



## AGENDA MEMORANDUM

**DATE:** December 2, 2025

**TO:** Watauga Economic Development Corporation Directors

**FROM:** Timothy Hamilton, Parks and Community Services Director

**SUBJECT:** Discuss and consider action to approve the Capp Smith Food Truck Project design and construction plan expenditure

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### **BACKGROUND/INFORMATION:**

The WEDC approved the FY2025-2026 budget on July 14, 2025, and the City Council provided final approval of the WEDC Budget on August 25, 2025. During the budget process, the Food Truck Conceptual Plan was presented to the WEDC, and the final conceptual plan was presented in a Joint Workshop with the WEDC and City Council on July 14th. At the July 14th workshop, the City Council and WEDC Board agreed to move forward with the project. The Food Truck Project is being funded by proceeds from the 2025 Certificates of Obligation and the 2020 Certificates of Obligation. Dunaway Associates, the conceptual plan consultant, has submitted a proposal in the amount of \$268,000 for the development of design and construction plans, a topographical survey, assistance with bid review, and assistance with construction phase management.

State law requires that corporations hold a public hearing on projects funded by 4B tax proceeds and that projects considered at a public hearing wait 60 days after the first public notice of the project. The public notice of the project was published on September 5, 2025, the public hearing was held on September 16, 2025, and the 60 days required have passed without any voter petition being filed.

The development of design and construction plans is the next step in the project. If the City Council approves the design plans, the project will go out to bid. Once the City Council awards the bid, construction will start and be completed for a goal opening date of Spring 2027.

### **FINANCIAL IMPLICATIONS:**

Appropriations for this project are included in the 2025-2026 Budget (Capital Projects Fund).

### **RECOMMENDATION/ACTION DESIRED:**

Recommend the Board review and approve the Food Truck Park expenditure.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. Dunaway Associates Capp Smith Food Truck Improvements Proposal



## **AGENDA MEMORANDUM**

**REVIEWED BY:**

Lorenza Zavala, Administrative Assistant

Jennifer Calvert, Finance Director

Sandra Gibson, City Manager

Linda Proskey, City Secretary

*Approved as to form for inclusion on Agenda*

Approved - 12/3/2025

Approved - 12/3/2025

Approved - 12/3/2025

Final Approval - 12/4/2025

**PROPOSAL FOR PROFESSIONAL SERVICES  
For**

**CAPP SMITH PARK – FOOD TRUCK PARK IMPROVEMENTS**

**Watauga, Texas**

**December 2, 2025**

**I. PROJECT UNDERSTANDING**

Dunaway Associates, L.P. (**“Dunaway”**) will perform professional design services for the City of Watauga (**“City”**) to develop park improvements at Capp Smith Park on Robin Dr. in Watauga, Texas. Dunaway will provide schematic design, design development drawings, and final construction documents to be used for the purpose of bidding and construction.

Dunaway's scope of services includes professional landscape architecture, architecture, civil engineering, mechanical, electrical, and plumbing engineering services. This scope of services and fee schedule is based upon an approximate total project budget of \$2.5M as identified during the 2025 Master Plan process. The City has identified the following preliminary program for the park development: parking lot expansion, food truck spaces and infrastructure amenities, performance stage and structure, site lighting, picnic area, restroom facility, and landscape and irrigation enhancements. Dunaway will submit the project for registration and inspection with the Texas Department of Licensing and Regulation (TDLR) at the completion of construction documents. Dunaway anticipates this program to be designed and constructed in one phase.

**II. SCOPE OF SERVICES**

**A. SCHEMATIC DESIGN**

1. Based on the new topographic survey information, the previous Master plan work, and confirmed program information from the City, Dunaway will prepare one (1) Schematic Design Concept Plan and supporting documents. These documents may include schematic architectural floor plans, sections, and conceptual MEP layouts. Dunaway will prepare support program imagery boards and two updated 3D model views. Dunaway will use the previous 3D model prepared from the Master Plan project.
2. Based upon the Schematic Design documents, Dunaway will prepare a Preliminary Cost Opinion for the proposed improvements.

3. Dunaway will attend one (1) in-person meeting with City staff to review the Schematic Design Documents and Cost Opinion to confirm the overall design layout and obtain City approval before proceeding into the Design Development phase of work. If the City increases the program and construction budget, Dunaway will review with the City the required additional fees necessary to cover the increase in scope of work. Dunaway will not proceed into the Design Development phase until the final program and cost opinion have been approved in writing by the City.
4. Based on the approved Schematic Design Layout Plan, Dunaway will provide to the City and geotechnical engineer one (1) Geotechnical Boring Location Exhibit to include necessary boring locations.

**Task A Deliverables:**

- Schematic Design Layout Plan in PDF Format
- Schematic Design Meeting Notes in PDF Format
- Preliminary Cost Opinion in PDF Format
- Geotechnical Boring Location Exhibit in PDF & CAD Format

B. DESIGN DEVELOPMENT

1. Based upon approval of the Schematic Design Layout Plan from the City, Dunaway will prepare Design Development drawings for the proposed improvements. The Design Development drawings will be prepared at an approximate 50% level of completion of Construction Documents.
2. Dunaway will prepare a preliminary Table of Contents for the specifications and contract documents.
3. Dunaway will submit the Design Development drawings, updated Cost Opinion and Table of Contents for the specifications and contract documents to the City. Dunaway will attend (1) virtual meeting with City staff to review these documents.
3. The City will forward all review comments in writing to Dunaway for the Design Development drawings submittal. Dunaway will obtain these comments and approval from the City prior to proceeding into Final Construction Documents.

**Task B Deliverables:**

- 50% Design Development Drawings
- Table of Contents for Contract Manual
- 50% Design Development Cost Opinion

C. FINAL CONSTRUCTION DOCUMENTS

1. Based upon approval from the City for the Design Development drawings submittal, Dunaway will prepare final Construction Documents at an approximate 95% level of completion. The Construction Documents will be comprised of both the drawings and the specifications & contract documents.
2. Dunaway will submit the 95% Construction Documents and cost opinion to the City for final review and comments. The City will provide Dunaway final, written comments for all revisions requested to the Final Construction Documents.
3. Based upon the final written comments received from the City, Dunaway will prepare final 100% Construction Documents for the City to utilize in bidding the breakout packages for the project.
4. Dunaway will submit the Final Construction Documents to the Texas Department of Licensing and Regulation (TDLR) for the State required accessibility review. Fees associated with Plan Review and Project Filing are included in this Scope of Services.

**Task C Deliverables:**

- 95% Construction Documents
- 95% Cost Opinion
- 100% Construction Documents
- Submission of Construction Documents for TDLR Plan Review and Project Filing

D. BID PHASE

1. Dunaway will provide the City with PDF files of the documents for the Bid and Construction Document Package. The City will be responsible for the advertisement of the bidding, printing and distribution of bid sets and overall management of the bidding process.
2. Dunaway will attend one (1) pre-bid meeting with City representatives and the potential bidders.
3. If required, Dunaway will review City-prepared addenda, during the bid phase.

4. Dunaway will assist the City in reviewing the Contractor's bids and providing a Bid Tabulation and a recommendation to the City for award of contract.

**Task D Deliverables:**

- Bid Tabulation
- Review of contractor's bids and letter of recommendation for award of contract

E. CONSTRUCTION PHASE

1. Dunaway will assist the City by attending a pre-construction meeting and a maximum of six (6) 2-hour progress meetings (i.e., 1 hour travel, 1 hour meeting) during construction to evaluate completion of work by the Contractor. If the number of required meetings or the amount of meeting time increases, additional time can be provided by Dunaway as an additional service as requested and approved by the City in writing. The City will be responsible for the day-to-day administration of the construction contract.
2. Dunaway will prepare a field notes summary as necessary for meetings attended during the construction of the project.
3. Dunaway will process submittal and shop drawing reviews as submitted by the Contractor during the construction process. Pay applications will also be reviewed each month by Dunaway and will then be forwarded to the City with the appropriate recommendation.
4. Dunaway will assist the City in attending one (1) initial walk-through with the Contractor and subcontractors to review substantial completion of work. Dunaway will provide written comments to the City for the preparation of a "punch list" for work to be completed by the Contractor.
5. When the Contractor indicates "punch list" items are completed, Dunaway will assist the City in attending one (1) final walk-through with the Contractor and subcontractors to review completion of work. Dunaway will provide a written field report to the City to document work completed and remaining. If additional walk-throughs are required, Dunaway can attend as an additional service as requested and approved by the City in writing. These additional meetings will be billed to the City monthly as a reimbursable expense according to Dunaway's standard hourly rate schedule included in this proposal.

**Task E Deliverables:**

- Meeting notes for progress meetings/reviews as necessary
- Processing of submittals and RFIs
- "Punch List" from Initial Walk-Through
- Field report from Final Project Walk-Through

F. TOPOGRAPHIC SURVEY

1. Dunaway will provide a Topographic Survey for Design of an approximate 2.5 acre segment of the Capp Smith Park in Watauga, Texas. Boundary Verification will be included on the Topographic Survey for Design along with one-foot interval contours, developed and based upon the results of the measurements taken. Existing visible utility facilities and trees with a diameter (6-inches and above), and species (if it can be determined) of the qualifying trees will be tagged and numbered for future reference and will be located and depicted on the face of the survey along with any other visible improvements situated within the defined area. The vertical datum upon which the elevations are based will be City of Watauga Survey Control Monuments.

As owner of the property, Client hereby authorizes Dunaway to enter upon the property for the purposes of conducting Dunaway's work thereon. If Client is not the owner of the property, Client is to obtain such authorization from owner and provide same in writing to Dunaway at the same instance that Dunaway receives the written notice to proceed. Dunaway can complete and deliver Topographic Survey for Design with Boundary Verification within 5 weeks of written authorization to proceed.

2. Dunaway will prepare a contour map at 1' intervals for use as the existing site conditions base map.

**Task F Deliverables:**

- Topographic Survey Exhibit (PDF)

**III. ASSUMPTIONS**

- A. Should this construction budget substantially increase or decrease; or, if the City should require a significant number of alternate bid items to be included in the construction document package, Dunaway and City staff will re-evaluate this scope of work and determine the basis of compensation in accordance with revisions to the design services.

- B. The City will provide, as expeditiously as possible, all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. Should Dunaway need any additional survey information, the City will provide this information to Dunaway. All information provided by the City is assumed by Dunaway to be accurate and complete, unless indicated otherwise by the City. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City. All such information shall be provided to Dunaway and any costs associated with acquisition of information will be borne by the City.
- C. This Scope of Services does not include water permitting related to the following agencies: U.S. Army Corps of Engineers 404 Permitting; Federal Emergency Management Agency (FEMA) map revision preparation and processing; Texas Commission on Environmental Quality (TCEQ) permits or applications.
- D. Any services for environmental engineering such as an Environmental Assessment (E.A.) or Environmental Impact Statement (E.I.S.) are not included in this Scope of Services and would be considered additional services.
- F. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies.
- G. This Scope of Services does not include design or production of any marketing materials to be utilized by the City for such items as press releases, web postings, brochures, flyers, posters, 3D animations, videos, etc.
- H. The City will pay for all required governmental processing fees, public notice advertising costs, and printing of bid documents/plans for bidding and construction.
- J. It is anticipated that the proposed improvements identified in this scope of work will be prepared as one bid package. If additional bid packages are required by the City, Dunaway will re-evaluate the scope of services to address additional fees not covered in this scope of work.

### III. COMPENSATION

Dunaway Associates, L.P. proposes to provide the above-described scope of services for a Lump Sum fee of \$268,000 (Two Hundred Sixt-Eight Thousand and 00/100 Dollars) as follows:

Basic Design Services

A. Schematic Design .....	\$ 30,000
B. Design Development .....	\$ 68,000
C. Final Construction Documents.....	\$ 118,000
D. Bid Phase.....	\$ 5,000
E. Construction Phase.....	\$ 34,000

**Subtotal Phase II Basic Design Services (Items A through E) .....\$255,000**

Specialty Services

F. Topographic Survey.....	\$ 10,000
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**Subtotal Phase II Specialty Services.....\$ 10,000**

**Reimbursables (Not-To-Exceed) .....\$ 3,000**

**REIMBURSABLES**

\* Customary in-house expenses incurred by Dunaway related to performing this Scope of Services are included in the Not-To-Exceed amount above (e.g., in-house copies, mileage, tolls, computer plotting, photography, meals, couriers/deliveries, repro services, standard printing, binding, dry mounting, etc.).

These Standard Terms & Conditions are attached to and fully incorporated into the Base Contract. The Base Contract, together with these Standard Terms and Conditions, is sometimes called this "Agreement" herein, dated as of Date (the "Effective Date"), is made and entered into by and between Dunaway Associates, LLC and Client.

I. **Basis of Compensation.** Professional Services shall be billed monthly and based upon either a percent complete for lump sum tasks or Dunaway Associates, LLC's Standard Hourly Bill Rate Schedule. This Schedule is updated annually in January.

**2025 STANDARD HOURLY BILL RATE SCHEDULE**

STAFF TYPE	HOURLY BILL RATE
Administrative .....	\$99.00 - \$165.00
Information Systems .....	\$114.00 - \$125.00
Marketing/Business Development .....	\$99.00 - \$285.00
Financial .....	\$133.00 - \$297.00
Civil Technician.....	\$122.00 - \$141.00
Civil Designer .....	\$137.00 - \$160.00
Graduate Engineer.....	\$145.00 - \$168.00
Project Engineer .....	\$163.00 - \$226.00
Technical Engineer .....	\$227.00 - \$314.00
Survey Technical Director .....	\$285.00 - \$314.00
Project Surveyor .....	\$175.00 - \$193.00
Survey Chief of Parties .....	\$147.00 - \$204.00
Survey Party Chief.....	\$145.00 - \$184.00
Survey Technician .....	\$99.00 - \$152.00
Survey Field Assistant.....	\$78.00 - \$95.00
GIS.....	\$112.00 - \$200.00
Planner.....	\$119.00 - \$252.00
Planning Analyst.....	\$120.00 - \$132.00
Landscape Designer.....	\$123.00 - \$151.00
Landscape Architect .....	\$126.00 - \$260.00
Environmental Scientist.....	\$135.00 - \$149.00
Intern .....	\$78.00 - \$86.00
Construction Inspector .....	\$160.00 - \$185.00
Right of Way Agent.....	\$166.00 - \$183.00
Subsurface Utility Engineering Tech.....	\$95.00 - \$141.00
Discipline Lead .....	\$165.00 - \$260.00
Engagement Manager .....	\$249.00 - \$354.00
Line of Business Manager/Executive.....	\$213.00 - \$354.00
Regional Manager/Executive .....	\$322.00 - \$354.00
Licensed State Land Surveyor (LSLS).....	\$350.00 - \$385.00
Certified Federal Surveyor (CFedS) .....	\$350.00 - \$385.00
Expert Witness.....	\$400.00 - \$500.00
Managing Partner .....	\$415.00 - \$457.00
Chairman/President .....	\$475.00 - \$550.00

II. **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Dunaway Associates, LLC and Dunaway Associates, LLC's officers, directors, partners, employees, agents and Dunaway Associates, LLC's Subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement from any cause or causes, including **but not limited to the negligence, professional errors or omissions**, strict liability or breach of contract, or warranty express or implied, or any legal theory of recovery of Dunaway Associates, LLC or Dunaway Associates, LLC's officers, directors, partners, employees, agents or Dunaway Associates, LLC's Subconsultants or any of them, shall not exceed fifty percent (50%) of the total compensation received by Dunaway Associates, LLC under this Agreement.

III. **Standard of Care.** Dunaway Associates, LLC shall perform the Services for which Dunaway Associates, LLC is expressly hired under the Task Order with the professional skill and care ordinarily provided by competent professional services practicing in the same or similar locality and under the same or similar circumstances and professional license. Dunaway Associates, LLC shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Dunaway Associates, LLC makes no warranty,

express or implied, as to its professional services rendered under this agreement.

IV. **No Consequential Damages.** Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential, indirect, special, punitive, or similar damages, whether arising in contract, warranty, tort (including negligence), strict liability, or if incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Dunaway Associates, LLC, their employees, agents, or subconsultants. Consequential damages include, but are not limited to, loss of use, profit, business, reputation, or financing.

V. **Dunaway as Subconsultant Under Prime Contract.** In the event, Dunaway Associates, LLC is serving as a subconsultant to Client, and the Client is contracted under a "Prime Contract" to another third party or contemplates being contracted through a Prime Contract to a third party; Dunaway Associates, LLC must have ability to review and request edits if applicable to the Prime Contract in advance of the execution of the Prime Contract. Client agrees to coordinate with Dunaway Associates, LLC regarding proposed revisions to the Prime Contract and to endeavor to obtain all reasonable revisions necessary to the Prime Contract. In the event, Client executes or otherwise agrees to the terms incorporated in a Prime Contract prior to Dunaway Associates, LLC review of Prime Contract, Dunaway Associates, LLC nevertheless reserves the right to propose revisions to Prime Contract acceptable to Dunaway Associates, LLC and third party. In the event Client is not willing to allow Dunaway to propose revisions to Prime Agreement, then Client will contract with Dunaway Associates, LLC, under a separate Subconsultant Agreement. Under no circumstances shall Dunaway Associates, LLC be bound by a Prime Contract negotiated by Client that Dunaway Associates, LLC finds objectionable, and Dunaway Associates, LLC shall have the right to terminate this agreement with full compensation for the percent complete of the instruments of service performed at the notice of termination.

VI. **No Duties to Third Parties.** The services to be performed by Dunaway Associates, LLC under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Dunaway Associates, LLC toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

VII. **Claims Limited to Insurance Coverage.** The Client and Dunaway Associates, LLC waive all rights for damages, each against the other and against the contractors, subconsultants, agents, and employees of the other, but only to the extent covered by property insurance during or after construction, except such rights as they may have to the proceeds of such insurance, subject to the limitation of liability herein. The Client and Dunaway Associates, LLC each shall require similar waivers from their contractors, subconsultants, and agents.

VIII. **General Contractor Duties and Responsibilities.** Neither the professional activities of Dunaway Associates, LLC, nor the presence of Dunaway Associates, LLC or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Dunaway Associates, LLC and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with

their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, will indemnify, defend and hold harmless, Dunaway Associates, LLC and Dunaway Associates, LLC's Subconsultants from all third claims arising from or resulting from the General Contractor's performance, duties, and responsibilities in the Project and Dunaway Associates, LLC and Dunaway Associates, LLC's Subconsultants **shall be made additional insureds** under the General Contractor's general liability insurance policy.

**IX. Cancellation.**

- A. It is understood that this Agreement may be cancelled by either party giving 30 days written notice to the other party.
- B. The Client may cancel this Agreement if Dunaway Associates, LLC breaches or defaults on its obligation under this Agreement, provided the Client has given written notice detailing the breach and Dunaway Associates, LLC has failed to cure, commence to cure, or provide a plan to cure such breach or default within 30 days of receipt by Dunaway Associates, LLC of the initial written notice from the Client.
- C. Payment to Dunaway Associates, LLC in the event of cancellation under this Section shall include payment for all Services rendered and performed up to date of the notice of cancellation plus reasonable costs actually incurred by Dunaway Associates, LLC, including but not limited to reasonable cost(s) to break contractual obligations with subconsultants entered prior to Dunaway Associates, LLC's receipt of the notice of cancellation. Client's payment shall be due based on the method of computation in Section I.

**X. Payment.**

- A. Client recognizes that prompt payment of Dunaway Associates, LLC's invoices is an essential aspect of the overall consideration Dunaway Associates, LLC requires for providing service to Client. Client agrees to pay all charges not in good faith dispute within 30 days of date of invoice.
- B. If payment is not received within 90 days from the invoice date, the Client may incur interest on the overdue amount at a rate of 18% annually (1.5% per month), or the maximum rate allowed by law, whichever is lower. Also, Dunaway Associates, LLC shall be entitled to contact the project owner to request and discuss payment on the overdue amount.
- C. If payment is not received within 120 days from the invoice date, a demand letter and a stop work notice may be issued.
- D. Upon execution of the Agreement, Dunaway Associates, LLC shall provide Client with written payment instructions and all necessary forms required by Client to effectuate payments to Dunaway Associates, LLC (the "Payment Information"). Dunaway Associates, LLC shall submit the initial Payment Information to Client by phone, email, certified mail or hand delivery only. If Client receives a request to change such Payment Information, Client agrees that it will not modify or make a change to this Payment Information without oral confirmation and written or verbal confirmation, from Dunaway Associates, LLC's Controller. Client shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Client makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Dunaway Associates, LLC as required under the terms of this Agreement.

- XI. Cessation of Services.** If Client, for any reason, fails to pay the undisputed portion of Dunaway Associates, LLC's invoices within 120 days of invoice date, Dunaway Associates, LLC has the right

to cease work on the project and Client shall waive any claim against Dunaway Associates, LLC for cessation of services, and **shall hold harmless, defend and indemnify Dunaway Associates, LLC** from and against any claims for damages, injury or loss stemming from Dunaway Associates, LLC's cessation of service. Client shall also pay Dunaway Associates, LLC for all Services performed up to the date of cessation of services, plus reasonable costs actually incurred by Dunaway Associates, LLC, including but not limited to reasonable cost(s) to break contractual obligations with subconsultants and the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

**XII. Suspension of Services and Additional Services.**

- A. In the event that any professional services contract is paused for more than six months after execution, Dunaway reserves the right to assess a remobilization fee of up to five percent of the total contract fee. Additionally, Dunaway has the right to update the contract's billing rates to the current billing rate schedule for any contract executed nine months after the original proposal date. If the scope of services requires additional services due to the pause or new information impacting the project during the pause and it is not attributable to Dunaway, the Client acknowledges that additional services may be applicable, resulting in additional fees charged by Dunaway.
- B. In the event that the Client requests in writing that Dunaway Associates, LLC provide services in addition to the Services authorized under this Agreement and proposal, Dunaway Associates, LLC shall, subject to acceptance by Dunaway Associates, LLC, provide such additional services as may be authorized in writing by the Client. Dunaway Associates, LLC shall be compensated by the Client for the additional services in accordance with the rates in Section I hereto; provided that Dunaway Associates, LLC shall have the right to modify its rates on an annual basis by providing written notice of the rate changes to the Client, and Section I shall be modified to reflect the new rates for any additional services.
- C. Dunaway Associates, LLC shall be reasonably compensated, in accordance with the rates in Section I, for additional services resulting from substantive changes to the design documents not reflective of precedent design approvals, Client-directed substantive modifications to the construction budget or schedule, or from the actions of other third parties beyond the direct control of Dunaway Associates, LLC.

**XIII. Dispute Resolution.**

- A. In the event any bill, or portion thereof, is disputed by Client, Client shall notify Dunaway Associates, LLC within 10 days of receipt of the bill in question, and Client and Dunaway Associates, LLC shall work together to resolve the matter within 60 days of its being called to Dunaway Associates, LLC's attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated in the termination of agreement clause specified in Section XII.
- B. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Dunaway Associates, LLC agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation as the first method for resolution, unless the parties mutually agree otherwise. The Client and Dunaway Associates, LLC further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the Project and to require all

independent contractors and subconsultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

- C. Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth herein, shall be decided by litigation in Court of competent jurisdiction in a venue where the project is located. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE WORK, SERVICES, OR THE PROJECT, AND THE PARTIES HEREBY AGREE TO A BENCH TRIAL.

**XIV. Surveying Regulations.** Land Surveying in the State of Texas is regulated by the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, telephone number (512) 440-7723. Dunaway Associates, LLC Survey Firm Registration #10098100

**XV. Reimbursable Expenses.** Other charges which may apply to the Client's project include:

- A. Expenses Fee: local mileage, parking, tolls, internal printing, aerials, postage, FedEx/Courier, courthouse records, tax certificates, on the job meals, invoicing time, field supplies, and other local travel expenses.
- B. All direct non-labor expenses, including fees paid on behalf of Client, bid advertising, airfare, lodging, and rental cars are charged at actual cost.
- C. For services not offered as a part of Dunaway Associates, LLC's normal services, the Client may, at their option, contract directly with the third party for such services or through Dunaway Associates, LLC. If such contracts are made through Dunaway Associates, LLC, a service charge of 10% will be added to the gross amount of such contracts.

Dunaway reserves the right to amend this fee policy at any time.

**XVI. Certifications, Guarantees and Warranties.** Dunaway Associates, LLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Dunaway Associates, LLC cannot ascertain.

**XVII. Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by Dunaway Associates, LLC as a generally accepted business practice, shall not be considered an assignment for the purposes of this Agreement.

**XVIII. Lenders' Requirements.** Dunaway Associates LLC shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of Dunaway Associates LLC, increase Dunaway Associates, LLC contractual or legal obligations or risks, create a fiduciary obligation or an uninsurable risk, or adversely affect the availability or cost of its professional or general liability insurance or otherwise materially change the terms of this Agreement. Dunaway Associates LLC does recognize that Lender Requirements are often a normal course of business for the Owner and Dunaway Associates LLC, will work diligently with the Owner and Lender to reach mutually acceptable language. The Owner is cautioned that the appropriate time to reach mutually acceptable language should be anticipated, and any Lender Requirements should be presented in advance to Dunaway

Associates LLC, to resolve prior to deadlines related to this matter.

**XIX. Betterment.** If, due to Dunaway Associates LLC's negligence, a required item or component of the Project is omitted from Dunaway Associates LLC's construction documents, Dunaway Associates LLC shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Dunaway Associates LLC be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**XX. Miscellaneous.**

A. Intellectual Property.

a. "Background IP" means the property and the legal right therein of either of both Parties developed before or independent of this Agreement including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets, proprietary information, confidential information, data, technical data, software, specifications, plans, drawings, designs, models, prints, art, ideas, concepts, methods, methodology, and other materials, work and any information embodying proprietary data such as technical data and computer software. Both Parties agree to provide the Background IP necessary to complete the objectives of the Project. Both Parties shall retain all rights to their respective Background IP provided for this purpose. Neither party shall assume any rights in the other's party's Background IP provided for this project other than the right to use said Background IP to achieve the objectives of this Project.

b. The drawings, specifications and any other work products (including but not limited to software programs and electronic media of any description) ("Work Product") prepared by Dunaway Associates, LLC for this project shall remain the property of Dunaway Associates, LLC and Dunaway Associates, LLC shall retain all common law, statutory and other reserved rights, including the copyright, where applicable. Dunaway Associates, LLC's Work Product is (i) not intended or represented to be suitable for use on the Project unless completed and signed by Dunaway Associates, LLC, (ii) not intended for use or reuse by Client or others for additions or alterations to the Project or any other project without prior written authorization (including completion, verification and adaptation) by Dunaway Associates, LLC, (iii) not intended for any such use, reuse or modification without Dunaway Associates, LLC's involvement and will be at Client's and others sole risk and without liability or legal exposure to Dunaway Associates, LLC. In addition to the foregoing, Client shall indemnify, defend, and hold harmless Dunaway Associates, LLC from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such use, reuse or modification of Dunaway Associates, LLC's Work Product.

B. Taxes.

a. The fee for the applicable services provided under this Agreement are exclusive of any applicable taxes. The Client agrees to pay, in addition to the amounts specified for services in this Agreement, all applicable taxes, that may be imposed by any governmental authority on the services provided. Please see below for a list of the taxable services. Such taxes will be added to the invoices and paid by the Client unless the Client provides Dunaway Associates, LLC with a valid exemption certificate or other documentation acceptable to the relevant taxing authorities.

- b. Taxable Services:
- i. ALTA/NSPS Land Survey Title
  - ii. As-built Survey
  - iii. Boundary Survey
  - iv. Conveyance Plat
  - v. Easement Exhibits/ Metes & Bounds Description
  - vi. Easement Vacation
  - vii. FEMA Elevation Certificate
  - viii. Final Plat
  - ix. Form Board Survey
  - x. Foundation Survey
  - xi. Land Title Survey
  - xii. Re-Plat
  - xiii. Right-of-Way Staking
  - xiv. Right-of-Way Vacation
  - xv. Surveyed Site Plan
  - xvi. Utility Easement
  - xvii. Any boundary related service typically needed if property is being divided, sold, improved, or for new construction in which the document will be signed and stamped by an RPLS

landslides, floods, fires, storms, tempests, torrents, named weather event, named storm, and/or conditions caused by the Client or Client's representatives, including suspension in whole or in part of any Project, failure of the Client to provide necessary information in a timely manner or acts of other consultants or contractors of Client. If any of the Services or work are affected by an event resulting from force majeure, Dunaway Associates, LLC shall be entitled to an equitable adjustment in time, cost, and fee to complete the Services or work.

c. Non-Taxable Services:

- i. Construction Staking/Re-staking
- ii. Easement Research
- iii. Operations Site Plans
- iv. Preliminary Plats
- v. Subsurface Utility Engineering
- vi. Topographic Survey
- vii. Tree Survey

- C. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.
- D. Counterparts. This Agreement shall be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one in the same instrument.
- E. Governing Law. This Agreement shall be governed by, and construed in accordance with the substantive laws of the State of Texas.
- F. Proposal Expiration. The terms stated in the proposal are valid only if executed by both parties within 90 days of the date of the proposal.
- G. Free Publicity. Dunaway Associates, LLC has the right to photograph the above named project and to use the photos in the promotion of the professional practice of Dunaway Associates, LLC through advertising, public relations, brochures, or other marketing materials. Should additional photos be needed in the future, the Client agrees to provide reasonable access to the project.
- H. Force Majeure. Dunaway Associates, LLC shall have no liability for any failure or delay in the Services or any part thereof resulting from force majeure, which shall mean all conditions beyond the reasonable control of Dunaway Associates, LLC which prevent or hinder the carrying out of its obligations hereunder, including but not limited to acts of God or the public enemy, acts of the government of the United States or the individual states, actions or inactions of review authorities, acts of any foreign country, strikes, work stoppages, cyber-attacks, stop work orders issued by governmental authorities, change in law or mandates, lock-outs, disturbances, disorders, riots, civil commotion, malicious damage, war conditions, hostilities, terrorism, blockades, embargoes, boycotts, sabotage, plagues, epidemics, pandemics, public health crisis, earthquakes,