



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

THURSDAY, JULY 6, 2023

**WORKSESSION
5:30 PM
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR**

CALL TO ORDER

- WS-1** Discussion of a Contract for Heroes Park Construction Documents
WS-2 Discussion of the July 6, 2023, City Council regular agenda items

1. EXECUTIVE SESSION - In accordance with Texas Government Code, Chapter 551, Subchapter D

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities

- Right-of-Way Acquisition - John McCain Road and Culvert Project

Section 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects the City seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations; deliberate the offer of a financial or other incentive to a business prospect

**REGULAR MEETING
7:00 P.M.
CITY COUNCIL CHAMBERS**

INVOCATION: Pastor Dale Molden, CrossCreek Church

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

- 2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-23-4856**
- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
Announcements of civic and charitable events
Presentation of calendar events and updates
Announcements of awards and recognition
- 4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-23-4857**
 - 4a** Approval of the minutes of the regular City Council meeting of June 20, 2023
 - 4b** Approval of the Third Amended Agreement Memorandum of Understanding for the Combined Reconstruction and Accident Specialists, (CRASH) Unit
- 5. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**
 - 5a Ordinance O-23-2245**
Consideration of a Special Use Permit for a reduction in parking for the property being Lot 1, Block 1, of the Corley subdivision, located at 5409 Colleyville Boulevard ZC23-012
- 6. CITIZEN COMMENTS**
- 7. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR THURSDAY, JULY 6, 2023 - READING AND PUBLIC HEARING - RESOLUTION R-23-4858**
- 8. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, June 30, 2023* by 5:00 p.m.

Christine Loven, TRMC
City Secretary

A quorum of any Colleyville board, commission, or committee may be present at this

meeting. Any matter on this agenda may, at the discretion of the governing body, be opened for public comment and discussion.

If you plan to attend this public meeting and have a disability that requires special accommodations, please advise the City Secretary at least 48 hours in advance at 817.503.1133, and reasonable accommodations will be made to assist you.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-1

Agenda Date 7/6/2023

Type Worksession

Department City Manager

Title

Discussion of a Contract for Heroes Park Construction Documents

Explanation

This agenda item provides for a discussion of a contract with Freese and Nichols, Inc. to prepare construction documents for Heroes Park.

Attachments

1. Heroes Park Presentation

Heroes Park

Contract for Construction Documents

City Council Worksession
July 6, 2023

Heroes Park Conceptual Plan



Heroes Park Conceptual Plan



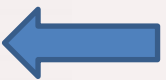
Heroes Park Conceptual Plan



Heroes Park OPCC



Site Preparation & Grading	\$ 389,000
Heroes Plaza	\$1,818,200
Event Space	\$1,436,500
New Roadway & Transportation Work	\$247,000
Other Allowances	\$1,180,000
Total Construction	\$5,070,700
A/E Design & Owner's Fee (15%)	\$760,600
Project Total (2023 Fall Cost)	\$5,831,300
Project Total (2024 Fall Cost)	\$6,414,500
Project Total (2025 Fall Cost)	\$7,056,000



* The project total cost DOES NOT include:

- Graphic design & word design of tall memorial wall, low heroes wall and low history wall
- Design of bronze statues and eternal flame sculpture

Construction Document Prep



I. BASIS OF COMPENSATION

The cost for performing these services set forth herein will be as follows:

Basic Design Services

Task 1 – Project Management	\$49,600
Task 2 – Schematic Design Concept Plan (30%).....	\$58,430
Task 3 – Design Development (60%).....	\$107,700
Task 4 – Final Construction Documents (90% & 100%)	\$220,780
Task 5 – Bid Phase.....	\$14,040
Task 6 – Construction Administration.....	\$79,400
Reimbursable Expenses	\$9,200
Total – Basic Design Services (Lump Sum)	\$539,150

Special Services

Task 1 – Miscellaneous Services	
A. Geotechnical Recommendations	\$6,260
B. SWPPP	\$7,250
C. City Council Work Sessions	\$22,090
Task 2 – Water Feature Design	\$52,800
Task 3 – Audio/Visual and Security Design	\$28,090
Task 4 – Environmental Graphic Design	\$133,160
Total – Special Services (Lump Sum)	\$249,650
TOTAL – BASIC DESIGN, AND SPECIAL SERVICES (Lump Sum)	\$788,800

*Assumes project cost of \$6.5M (Fall 2024)



Basic Services for CDs
are 8.3% of project cost



If Special Services are included
(mostly sub-consultants),
Total CDs are 12% of project cost

Construction Document Prep



I. BASIS OF COMPENSATION

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FNI Contract Highlights:

- Worksessions with Council at 30%, 60%, and 90/100% of design
- Ability to stop work and pay only for work to-date (% of completion)
- Up to 3 Public Open Houses
- All construction documents
- Design for A/V, water feature, and graphics (hero recognition and historical text)
- Complete bid package and bid review
- Construction Admin assistance to ensure compliance with design intent



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 7/6/2023

Type Worksession

Department City Secretary

Title

Discussion of the July 6, 2023, City Council regular agenda items

Explanation

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 7/6/2023

Type Executive Session

Department City Secretary

Title

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities

- Right-of-Way Acquisition - John McCain Road and Culvert Project

Section 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects the City seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations; deliberate the offer of a financial or other incentive to a business prospect

Attachments

RESOLUTION R-23-4856

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF JULY 6, 2023**

WHEREAS, following discussion in Executive Session, and in full accordance with the requirements of the Open Meetings Act, the City Council determines that the following action is in the best interests of the health, safety, and welfare of the public.

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

Sec. 1. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 6TH DAY OF JULY 2023.

Mayor Bobby Lindamood	_____	Mayor Pro Tem Callie Rigney	_____
Brandi Elder, Place 1	_____	George Bond, Place 2	_____
Scotty Richardson, Place 3	_____	Ben Graves, Place 4	_____
Chuck Kelley, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

RESOLUTION R-23-4857

**APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT
THE REGULAR CITY COUNCIL MEETING OF JULY 6, 2023**

WHEREAS, City Council has taken action on certain items on the agenda under Consent Items.

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of June 20, 2023
 - b. Approval of the Third Amended Agreement Memorandum of Understanding for the Combined Reconstruction and Accident Specialist (CRASH Unit)

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 6TH DAY OF JULY 2023.

Mayor Bobby Lindamood	_____	Mayor Pro Tem Callie Rigney	_____
Brandi Elder, Place 1	_____	George Bond, Place 2	_____
Scotty Richardson, Place 3	_____	Ben Graves, Place 4	_____
Chuck Kelley, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor



CITY OF COLLEYVILLE
CITY COUNCIL MINUTES
100 Main Street, Colleyville, Texas, 76034

TUESDAY, JUNE 20, 2023

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, June 20, 2023, at 5:32 p.m.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Callie Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Assistant Police Chief Hillary Wreay, Fire Chief Mark Cantrell, Finance Director Kyle Lester, City Engineer Larry Wright, Colleyville Center/Business Center Manager Chelsea Rose, Community Development Director Ben Bryner, Public Works Director Amber Beard, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Preliminary budget review

Finance Director Kyle Lester gave a five year historical overview of the budget, tax rate, the focus areas of the FY24 budget, and reviewed the May value estimates. Director Lester provided background on City funds and how they are used, reviewed the general, utility, debt and operating funds projections. There was also general discussion of agency agreements.

WS-2 Discussion and update on economic development

Colleyville Center/Business Center Manager Chelsea Rose provided an economic development update which included the gift card program, current occupancy rates, and B.ES.T. Grant usage. Manager Rose noted economic development projects which are on-going and include the Colleyville Business Center, beautification, especially along Colleyville Boulevard, the progress on new businesses to include Shipley, Green Curtis Daley CPA, HTeaO, and the southern gateway property. She also reviewed the new businesses which are open or soon to open to include The Drip Bar, Volofit, Body 20, Whimsy Floral, The Brunch District, Temple Coffee, and Marshall Grain.

WS-3 Discussion of nominating a councilmember to serve on the North Central Texas Council of Governments Emergency Preparedness Planning Council

The City Council nominated Mayor Pro Tem Rigney to serve the NCTCOG Emergency Preparedness Planning Council.

WS-4 Discussion of the June 20, 2023, City Council regular agenda items

Mayor Lindamood stated he was going to move to item 7a after the Financial Report, before returning to consider the ordinances on this agenda.

Mayor Lindamood adjourned the Worksession and called the Executive Session to order at 6:26 p.m.

1. EXECUTIVE SESSION - In accordance with Texas Government Code, Chapter 551, Subchapter D

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities

Section 551.074 - Personnel - Discussion of wages and benefits

Section 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects the City seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations; deliberate the offer of a financial or other incentive to a business prospect

There was no action taken and Mayor Lindamood adjourned Executive Session at 7:06 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:15 p.m. and called the roll.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Callie Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

INVOCATION: Pastor Josh Anderson, Colleyville Presbyterian Church

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-23-4852

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Mayor Lindamood and the City Council made announcements regarding City and community events.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-23-4853

- 4a** Approval of the minutes of the regular City Council meeting of June 6, 2023
- 4b** Approval of the renewal for medical insurance and award of dental insurance to BlueCross BlueShield of Texas, and authorizing the City Manager to execute the agreements
- 4c** Consideration of a Right-of-Way Encroachment and Joint Use Agreement for a permanent freestanding monument sign to be located within the right-of-way at 901 Cheek-Sparger Road
- 4d** Approval of the FY2024 fleet replacement schedule

Mayor Lindamood read Resolution R-23-4853 in its entirety.

Human Resources Director Jesse Perez presented item 4b, explaining the process undertaken by the City and the City's benefits broker. Director Perez stated it is the recommendation of the broker and staff to renew with BCBSTX with the same plan designs with a 15.3% increase which includes the discount to package both medical and dental plans as well as a one-time \$36,000 credit and renew with BCBSTX with the same plan design with a rate pass on premiums.

City Engineer Larry Wright presented item 4c noting the applicant's request was to encroach into the right-of-way of Cheek-Sparger Road approximately 23 feet, placing the sign approximately 15 feet from the edge of the street and into the Cheek-Sparger Road right-of-way. He noted the Sign Board of Appeals approved the request, but approval is contingent on the City Council's approval of the right-of-way encroachment agreement. All of the franchise utility companies have approved the Right-of-Way Encroachment and Joint Use Agreement.

Applicant Lynn Burel was present. City Manager Jerry Ducay asked Mr. Burel to landscape around the sign and Mr. Burel agreed.

Assistant City Manager Adrienne Lothery presented item 4d noting the replacement plan for FY2024 includes the sale of 15 vehicles and the purchase of 18 vehicles through the Enterprise Fleet Management program.

Mayor Lindamood opened the public hearing.

Kathy Hadley, 204 Timberline Drive North, spoke regarding items 4c and 4d.

There were no others wishing to speak and the public hearing was closed.

Councilmember Elder made a motion to approve Resolution R-23-4853, seconded by Councilmember Graves.

The motion was approved by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Rigney, and Councilmembers Elder, Bond, Richardson, Graves, and Kelley.

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - May 2023

Finance Director Kyle Lester presented the May Financial Report, noting sales showed an increase of 2.5% over last year. He then gave an overview of each fund.

At 8:07 p.m. Mayor Lindamood moved to agenda item 7a, before returning to 6a at 8:11 p.m.

Councilmember Scotty Richardson advised Mayor Lindamood he would abstain from voting on Ordinance O-23-2241 and Ordinance O-23-2242 as he was serving the Planning and Zoning Commission when the noted items were brought forward.

6. ORDINANCE(S): SECOND READING AND PUBLIC HEARING

6a Ordinance O-23-2241

Consideration of a Special Use Permit for a commercial accessory building on Lots 10 and 11, Block 1, Thompson Terraces Subdivision, located at 5100 Thompson Terrace, Case ZC23-008

Mayor Lindamood read the caption of Ordinance O-23-2241.

Community Development Director Ben Bryner presented this item which is a request by the business known as Modern Geosciences for an SUP to construct a new 1,800 square foot detached accessory building to house the company vehicles and specialized equipment.

Mayor Pro Tem Rigney asked which picture in the exhibit is correct. Director Bryner noted the lower depiction in exhibit C is correct.

Mayor Lindamood opened and closed the public hearing without speakers.

Councilmember Bond made a motion to approve Ordinance O-23-2241, with the amendment Exhibit C be corrected to indicate the correct drawing, seconded by Councilmember Elder.

The motion was approved by the following vote:

Ayes: 6 – Mayor Lindamood, Mayor Pro Tem Rigney, and Councilmembers Elder, Bond, Graves, and Kelley.

Abstain: 1 – Councilmember Richardson

6b Ordinance O-23-2242

Consideration of a Special Use Permit to allow for an Auto Repair Shop, for Lot 1B1, Block 3, Village Park Addition, located at 700 Glade Road, Case ZC23-011

Mayor Lindamood read the caption of Ordinance O-23-2242.

Community Development Director Ben Bryner stated this is a request to allow an SUP for an auto repair shop in a current building which was previously City Garage. Director Bryner stated the applicant has stated hours of operation will be Monday-Friday 8 a.m. to 6 p.m. and Saturday 8 a.m. to 5:00 p.m. Additionally, the applicant has committed reducing the number of wall signs to one above the entryway; removing the current monument sign and constructing a new monument sign setback back further on the property with landscaping; painting the outside of the building in earth tones, installing a new awning over the entryway, removing the overgrown landscaping along the fence line; and adding bushes and flowering shrubs near the driveway entrance.

Mayor Lindamood opened and closed the public hearing without speakers.

Councilmember Bond made a motion to approve Ordinance O-23-2241, with the amendment Exhibit C be corrected to indicate the correct drawing, seconded by Councilmember Elder.

The motion was approved by the following vote:

Ayes: 6 – Mayor Lindamood, Mayor Pro Tem Rigney, and Councilmembers Elder, Bond, Graves, and Kelley.

Abstain: 1 – Councilmember Richardson**6c Ordinance O-23-2243**

Consideration of a zoning change from AG Agricultural to R-30 Single Family Residential zoning district for Tract 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey, located at 2417 Wilkes Drive, Case ZC23-009

Mayor Lindamood read the caption of Ordinance O-23-2243.

Mayor Lindamood noted this item requires a super majority vote. Community Development Director Ben Bryner presented this item and reviewed the design plan.

The City Council stated they have concern with this development.

Applicant Curtis Young stated he is aware this item will not receive super majority and the Council may move on to the next.

Mayor Lindamood opened the public hearing.

Speaking in opposition were Tim Waterworth, 6808 Rockbrook, Bryce Stone, 6802 Rockbrook Court, Jackie Cutipa, 3513 Blue Quail Lane, Anne Dyson, 9009 Dogwood, and Kathy Hadley, 204 Timberline Drive North.

Mayor Lindamood closed the public hearing.

Councilmember Kelley made a motion to deny Ordinance O-23-2243, seconded by Mayor Pro Tem Rigney.

The motion to deny Ordinance O-23-2243 was approved by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Rigney, and Councilmembers Elder, Bond, Richardson, Graves, and Kelley.

6d Ordinance O-23-2244

Consideration of a zoning change from AG Agricultural and RE Single Family 'Estate' Residential PUD-R to Planned Unit Development - Residential zoning district for Tract 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey and Lot 1, Block 1, Cero Addition, located at 2417 Wilkes Drive and 6900 Pool Road, Case ZC23-010

Mayor Lindamood read the caption of Ordinance O-23-2244.

There was no staff presentation. Applicant Curtis Young presented this item and answered questions of the City Council.

City Council discussed their concerns with zoning, tree preservation, number of lots, open space, and road design.

Mayor Lindamood declared a recess to allow the City Council to convene in Executive Session at 9:19 p.m. The meeting was reconvened at 9:47 p.m.

Following further discussion with the applicant, Mayor Lindamood opened the public hearing.

Speaking in opposition were Sam Hearn, 2409 Wilkes Drive, Kathy Hadley, 204 Timberline Drive North, Sue Reed, 2512 Independence Road, Michael Farrell, 2504 Twelve Oaks, Dee Kelley, 705 Hillside, and Tracy Hearne 6008 Colts Neck Drive.

There were no others wishing to speak and Mayor Lindamood closed the public hearing.

Mayor Pro Tem Rigney made a motion to deny without prejudice, Ordinance O-23-2244, seconded by Councilmember Kelley.

The motion to deny Ordinance O-23-2244 without prejudice, was approved by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Rigney, and Councilmembers Elder, Bond, Richardson, Graves, and Kelley.

At 8:07 p.m. Mayor Lindamood moved to agenda item 7a, before returning to 6a at 8:11 p.m.

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-23-4854

Approving support of the City of Colleyville 2024 Active Transportation Plan and requests for funding through the Transportation Alternatives Set-Aside (TA) Program

Mayor Lindamood read Resolution R-23-4854 in its entirety.

Public Works Director Amber Beard presented this item and stated this approval commits the City to funding if a project under the grant is approved.

Mayor Lindamood opened and closed the public hearing without speakers.

Mayor Pro Tem Rigney made a motion to approve Resolution R-23-4854, seconded by Councilmember Richardson.

The motion was approved by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Rigney, and Councilmembers Elder, Bond, Richardson, Graves, and Kelley.

8. CITIZEN COMMENTS

- Mike Ferrell, 2504 Twelve Oaks – questions regarding The Bluffs.
- David Dudziak, 2301 Wilkes Court – West Nile test results and notification.
- Sayeda Syed, 6705 Sapphire Circle – traffic at SH26 and Brown Trail.
- Dee Kelley, 705 Hillside – increase tree preservation in the Comprehensive Code.

9. REPORTS

Library Board Minutes - April 10, 2023

Planning and Zoning Commission Minutes - May 8, 2023

Planning and Zoning Commission Worksession Minutes - May 22, 2023

There was no discussion of this item.

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, JUNE 20, 2023 - READING AND PUBLIC HEARING - RESOLUTION R-23-4855

This resolution was not needed.

11. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 10:21 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 6TH DAY OF JULY 2023.

Minutes taken and prepared by:

Christine Loven, TRMC
City Secretary



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 7/6/2023

Number

Type Resolution

Department Police

Title

Approval of the Third Amended Agreement Memorandum of Understanding for the Combined Reconstruction and Accident Specialists, (CRASH) Unit

Explanation

Reading and Public Hearing

The cities of Bedford, Colleyville, Euless, Hurst, and Grapevine participate in a Memorandum of Understanding which established a shared motor vehicle accident investigation unit called the Combined Reconstruction and Accident Specialists (CRASH Unit). The CRASH Unit MOU greatly reduces the cost of each city having to secure a specialized motor vehicle accident unit on their own, while also saving time and manpower.

The second amendment was passed and approved in 2014. This item seeks approval for the third amendment to the agreement which outlines the duties and responsibilities of each city, and allows the City of Coppell to join the unit and share the costs, duties, and responsibilities. The cities of Bedford, Grapevine, and Coppell have already approved the MOU Amendment and Colleyville, Hurst, and Euless are anticipating approval at their next meetings.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Second Amended Agreement 2014 - C.R.A.S.H. Unit
2. Third Amended Agreement - C.R.A.S.H. Unit

COPY

Please file

STATE OF TEXAS §

SECOND AMENDED AGREEMENT

COUNTY OF TARRANT §

This agreement, made and entered into and between the City of Hurst, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Hurst"; the City of Euless, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Euless"; the City of Bedford, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Bedford"; the City of Grapevine, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Grapevine"; and the City of Colleyville, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Colleyville", evidence the following:

WHEREAS, The Interlocal Cooperation Act, Texas Government Code Chapter 791, provides authorization, for any local government to contract with one or more local governments to perform governmental functions and services under the term of the Act; and

WHEREAS, Hurst, Euless, Bedford, Grapevine, and Colleyville desire to enter into an Agreement to establish a shared accident investigation unit called the Combined Reconstruction & Accident Specialists of H.E.B., hereinafter called "C.R.A.S.H. Unit", and

WHEREAS, the agreement shall provide equal service of the Combined Reconstruction & Accident Specialist of H.E.B. to all participants of this Agreement; and

WHEREAS, it is mutually advantageous to all parties to enter into the arrangement evidenced by the Agreement;

NOW, THEREFORE, the parties in consideration of the terms and conditions contained herein, agree as follows:

I.

Hurst, Euless, Bedford, Grapevine, and Colleyville agree:

1. That Hurst agrees to furnish a vehicle, designated by Hurst, that is capable of transporting the equipment and supplies needed by the C.R.A.S.H. Unit.
2. That Bedford agrees to be responsible for making purchase on supplies and equipment needed for the C.R.A.S.H. Unit, and that Bedford will bill Hurst, Euless, Grapevine, and Colleyville accordingly so that each agency pays one-fifth the cost of said purchases. That Bedford also agrees to maintain a record of all purchases for equipment and supplies along with any expenditures on repairs that fall under these guidelines.
3. That Euless agrees to be designated as the C.R.A.S.H. Unit call-out agency. It will be Euless's responsibility to maintain a current list of qualified Accident Investigators and to call-out C.R.A.S.H. Unit members when one is needed.
4. That costs for maintenance and repair to C.R.A.S.H. Unit equipment will be shared equally by Hurst, Euless, Bedford, Grapevine, and Colleyville, unless such damage or need for repair was caused by a specific agency's failure to operate, store, or transport the C.R.A.S.H. Unit equipment in a safe, secure and responsible manner.
5. That any existing accident investigation supplies and equipment belonging to any of the participating agencies may be used during the performance of the C.R.A.S.H. Unit's duties and that ownership of existing equipment and supplies shall remain the property of the participating agency to that extent. Any costs for maintenance and repair to existing accident investigation supplies and equipment are the responsibility of the agency that has ownership of the property.
6. That this agreement must be specifically authorized independently of any other agreement. Should any other city department of any of the participating municipalities enter into any future Interlocal Agreements, the agreement must be repealed if any conflict is found to exist.

II.

Hurst, Euless, Bedford, Grapevine, and Colleyville each authorize the provisions described in this agreement.

III.

It is understood by all parties that the intent of the agreement is to provide a Specialized Traffic Accident Investigation Unit to all five cities at an overall expense that is greatly reduced from what any single agency would spend in providing this same Accident Investigation Unit on its own.

IV.

It is understood by all parties that by having this Specialized Traffic Accident Investigation Unit available it will save time and manpower to each agency that would normally work an accident scene on its own.

V.

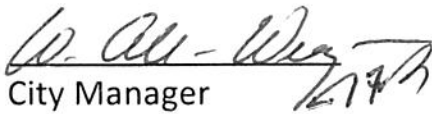
Each city does hereby waive all claims against and agrees to release every other City, its police Department, officials, agents, officers, and employees in both their public and private capacities, from and against any and all claims, suits, demands, losses, damages, causes of action and liability of every kind, including but not limited to court costs and attorney fees which may arise due to any death or injury to any person, or the loss of, damage to, or loss of use of any property arising out of or occurring as a consequence of the performance of this agreement whether such injuries, death or damages are caused by the sole negligence or joint negligence of any City, its officials, agents, officers, and employees. It is the express intention of the parties hereto that the waiver and release provided for in this paragraph includes claims arising out of such other City's own negligence, whether that negligence is a sole or a concurring cause of the injury, death or damage.

It is expressly understood and agreed that, in the exception of this Agreement, no city waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

VI.

This Agreement shall be in full force and effect when signed by participating agencies on an individual basis. The Agreement shall remain in full force and effect, on an individual basis, until terminated by any party with thirty days written notice to the others or until all parties mutually agree to change or modify the terms of the agreement. This second amended agreement shall supersede all prior agreements. Any party terminating their participation will forfeit their property interests in ownership of equipment jointly purchased for the C.R.A.S.H. Unit.

CITY OF HURST

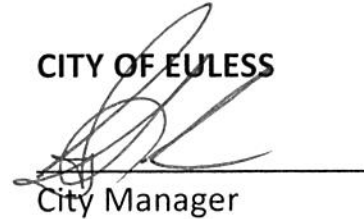

City Manager

ATTEST:

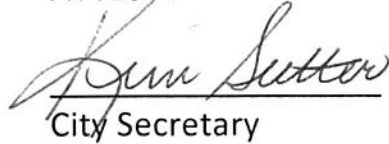

City Secretary


Chief of Police

CITY OF EULESS

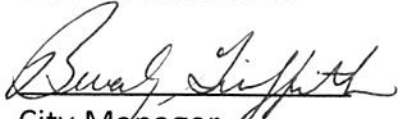

City Manager

ATTEST:


City Secretary


Chief of Police

CITY OF BEDFORD

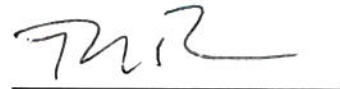

City Manager

ATTEST:


City Secretary


Chief of Police

CITY OF GRAPEVINE


City Manager

ATTEST:


Acting City Secretary


Chief of Police

CITY OF COLLEYVILLE


City Manager

ATTEST:


City Secretary


Chief of Police

STATE OF TEXAS §

THIRD AMENDED AGREEMENT
MEMORANDUM OF UNDERSTANDING

COUNTY OF TARRANT §

This agreement, made and entered into and between the following municipal corporations:

1. The **City of Bedford**, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Bedford";
2. The **City of Colleyville**, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Colleyville";
3. The **City of Coppell**, a municipal corporation, located in Dallas County, Texas, hereinafter, called "Coppell";
4. The **City of Euless**, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Euless";
5. The **City of Hurst**, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Hurst"; and
6. The **City of Grapevine**, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Grapevine", evidence of the following:

WHEREAS, This Memorandum of Understanding (agreement) provides authorization for any of the participating agencies to perform governmental functions and services under this agreement; and

WHEREAS, Bedford, Colleyville, Coppell, Euless, Hurst, and Grapevine desire to enter into an Agreement to establish a shared motor vehicle accident investigation unit called the Combined Reconstruction & Accident Specialists, hereinafter called the "C.R.A.S.H. Unit", and

WHEREAS, The agreement shall provide equal service of the Combined Reconstruction & Accident Specialist to all participants of this Agreement; and

WHEREAS, It is mutually advantageous to all parties to enter into the arrangement evidenced by this agreement;

NOW, THEREFORE, The parties in consideration of the terms and conditions contained herein, agree as follows:

Bedford, Colleyville, Coppell, Euless, Hurst, and Grapevine

Bedford, Colleyville, Coppell, Euless, Hurst, and Grapevine each authorize the provisions described in this agreement.

It is understood by all parties that the intent of the agreement is to provide a Specialized Motor Vehicle Accident Investigation Unit to all six (6) cities at an overall

expense that is greatly reduced from what any single party would expend when providing the same Motor Vehicle Accident Investigation Unit on its own.

It is understood by all parties that by having this Specialized Motor Vehicle Accident Investigation Unit available, the Unit will save time and manpower for each agency that would normally work an accident on its own.

Each party does hereby waive all claims against and agrees to release every other party (City), its Police Department, officials, agents, officers, and employees, in both their public and private capacities, from and against any and all claims, suits, demands, losses, damages, causes of action and liability of every kind, including but not limited to court costs and attorney fees which may arise due to any death or injury to any person, or the loss of, damage to, or loss of use of any property arising out of or occurring as a consequence of the performance of this agreement whether such injuries, death or damages are caused by the sole negligence or joint negligence of any party (City), its officials, agents, officers, and/or employees. It is the express intention of the parties hereto that the waiver and release provided for in this paragraph includes claims arising out of such other City's own negligence, whether that negligence is a sole or a concurring cause of the injury, death and/or damage.

That Bedford agrees to be responsible for making purchases of supplies and equipment needed for the C.R.A.S.H. Unit, and that Bedford will invoice Colleyville, Coppell, Euless, Hurst, and Grapevine accordingly so that each agency pays one-sixth the cost of said purchases. That Bedford also agrees to maintain a record of all purchases for equipment and supplies, along with any expenditures on repairs that fall under these guidelines.

That Euless agrees to be designated as the C.R.A.S.H. Unit call-out agency. It will be Euless's responsibility to maintain a current list of authorized C.R.A.S.H. Unit investigators and to call-out C.R.A.S.H. Unit members when needed.

That Hurst agrees to furnish a vehicle, designated by Hurst, that can transport the equipment and supplies needed by the C.R.A.S.H. Unit.

That costs for maintenance and repair to C.R.A.S.H. Unit equipment will be shared equally by Bedford, Colleyville, Coppell, Euless, Hurst, and Grapevine unless such damage or need for repair was caused by a specific agency's failure to operate, store, or transport the C.R.A.S.H. Unit equipment in a safe, secure, and responsible manner.

That any existing accident investigation supplies and equipment belonging to any of the participating agencies may be used during the performance of the C.R.A.S.H. Unit's duties and that ownership of existing equipment and supplies shall remain the property of the participating agency to that extent. Any costs for maintenance and repair to existing accident investigation supplies and equipment are the responsibility of the agency that has ownership of the property.

Nothing in this agreement prevents any one or more of the participating cities/agencies from acquiring equipment and/or supplies, either by purchase or grant, for the C.R.A.S.H. Unit.

This agreement must be specifically authorized independently of any other agreement. Should any other city department of any of the participating municipalities enter into any future Agreements, the agreement must be repealed if any conflict is found to exist.

It is expressly understood and agreed that, in the exception of this Agreement, no city waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions

This Agreement shall be in full force and effect when signed by participating agencies on an individual basis. The Agreement shall remain in full force and effect, on an individual basis, until terminated by any party with thirty (30) days written notice to the others or until all parties mutually agree to change or modify the terms of the agreement. This third amended agreement shall supersede all prior agreements. Any party terminating their participation will forfeit their property interests in ownership of equipment jointly purchased for the C.R.A.S.H. Unit.

City of Hurst

City Manager

ATTEST:

City Secretary

Chief of Police

City of Bedford

G. G. G.

City Manager

ATTEST:

Michael C. C.

City Secretary

Chief of Police

City of Colleyville

City Manager

ATTEST:

City Secretary

Chief of Police

City of Euless

City Manager

ATTEST:

City Secretary

Chief of Police

City of Grapevine

T. T. T.

City Manager

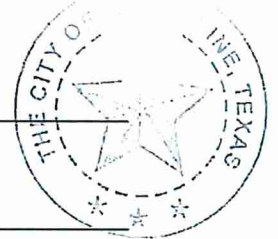
ATTEST:

Van Brooks

City Secretary

m. H.

Chief of Police



City of Coppell

W. W.

Mayor

ATTEST:

Alvin D.

City Secretary

D. B.

Chief of Police



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5a

Agenda Date 7/6/2023

Number Ordinance O-23-2245

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for a reduction in parking for the property being Lot 1, Block 1, of the Corley subdivision, located at 5409 Colleyville Boulevard ZC23-012

Explanation

First Reading and Public Hearing

Sptim Miftari, of the Cajun Bistro Café & Market, has submitted a request for a Special Use Permit (SUP) to allow for a reduction in parking at 5409 Colleyville Boulevard. A reduction in parking is allowed in the CC-2 Shopping Center district with the approval of an SUP.

Existing Conditions/Background: The subject property is zoned CC-2 and generally located on the east side of Colleyville Boulevard, south of Hall-Johnson Road near the intersection of Church Street. The subject property is a platted lot and currently shares the lot with an auto use business.

Proposed Special Use Permit: Request – The applicant is requesting approval of an SUP to allow for a reduction in parking at this location.

Ordinance – Land Development Code, Chapter 3, Section 3.29 Parking Requirements I. Supplemental Parking Space Requirements 5.:

"A reduction may be authorized after approval of a Special Use Permit by the City Council when associated with new development or a significant change in use of an existing building or site. A parking analysis report justifying the reduction shall be provided as part of the request for parking reduction."

Analysis: The applicant is requesting an SUP for a reduction in parking. The parking ratio for a fish market is one space per 200 SF, or 13 required spaces. The parking ratio for a restaurant is one space per 100 SF, or 26 required spaces. Currently, the provided parking for the Cajun Bistro Café & Market is 16 spaces. The adjacent bank provides 40 spaces with only 18 of those spaces needed to meet their parking space requirement. Therefore, a shared parking agreement between the Cajun Bistro Café & Market and the adjacent bank will allow the cafe to meet the parking requirement for a restaurant use. Approval of an SUP at this location for this user should not adversely impact surrounding uses or the character of the neighborhood.

Plat Status: The property is platted as Lot 1, Block 1, of the Corley Subdivision.

DRC Review: The DRC reviewed the request during their May 22, 2023 meeting and determined the application was complete and may be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The properties to the north and east are zoned CC-1 Village Retail district and developed with a mixture of retail and automotive uses. The properties to the south and west are zoned CC-2 Shopping Center district and developed with a mixture of retail and institutional uses.

Comprehensive Plan: The City's Comprehensive Plan, *Destination Colleyville*, identifies the subject property as "Colleyville Boulevard Corridor" and located within a Sales Tax Preferred Intersection.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 500 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff is neutral on this request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their June 12, 2023 meeting by a vote of 5-0.

Recommendation

None

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Site Plan
5. Parking Agreement 1
6. Parking Agreement 2
7. Notification List
8. Notification Letter
9. Notification Map
10. Ordinance O-23-2245

Aerial Map

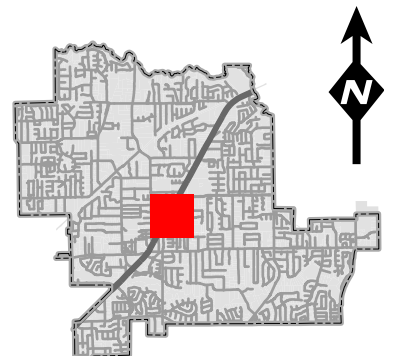


ZC23-012

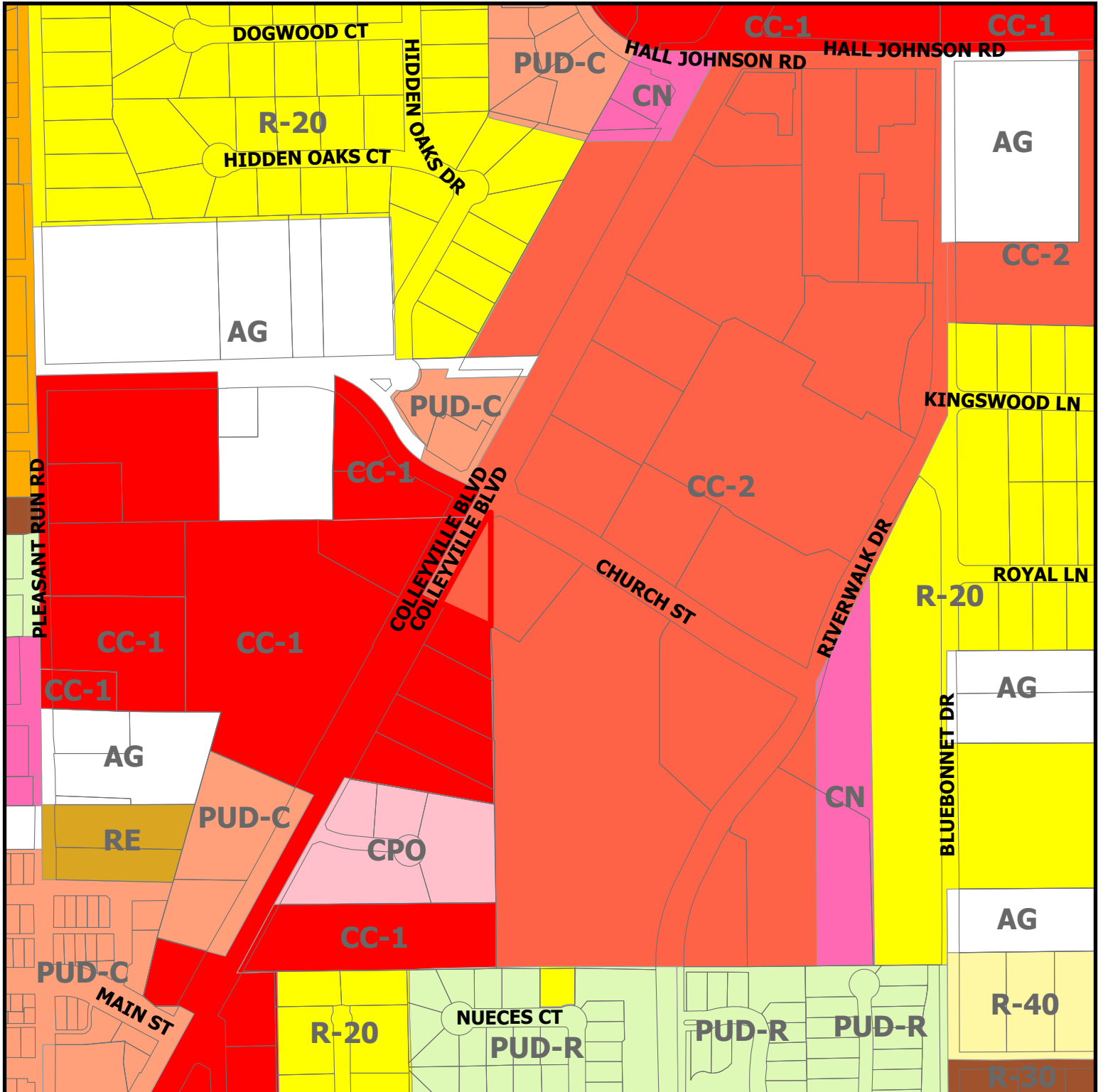
5409 Colleyville Blvd

DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.

 Subject Property



Zoning Map

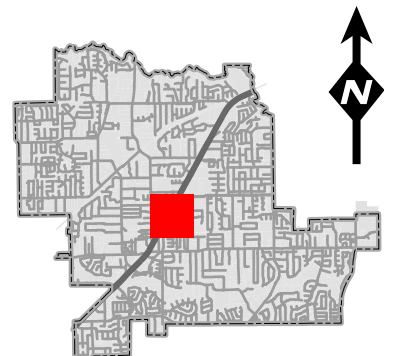


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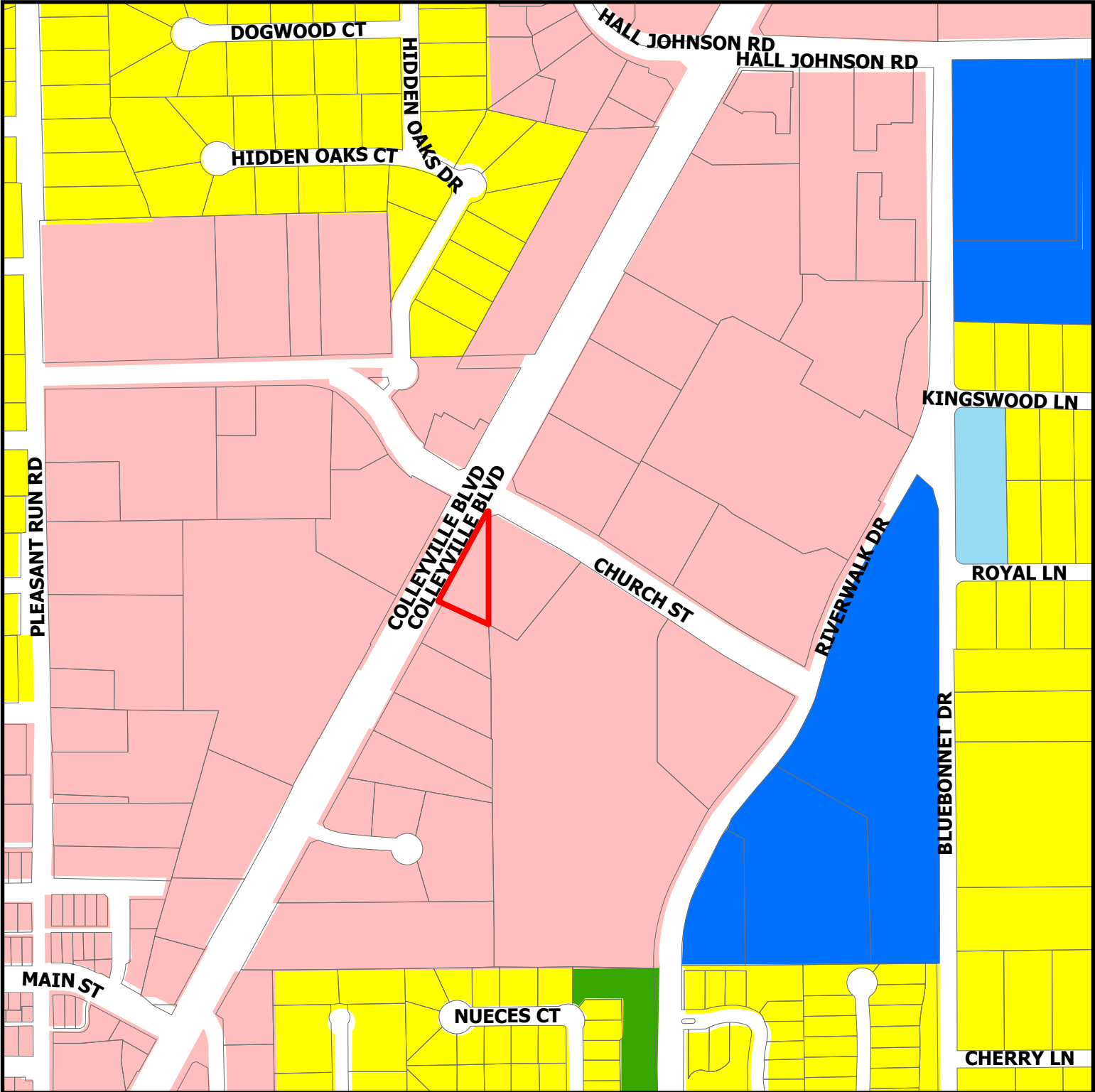
5409 Colleyville Blvd

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 Subject Property



Future Land Use Map

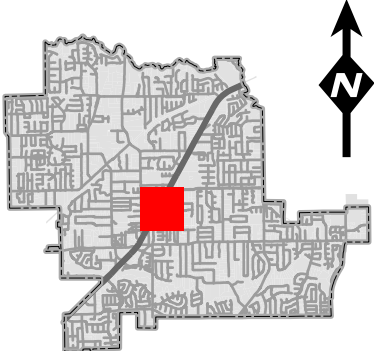


ZC23-012

5409 Colleyville Blvd

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- | | |
|---------------------------|-------------------|
| Residential | Open Space; Parks |
| Institutional | Water Body |
| Colleyville Blvd Corridor | Subject Property |



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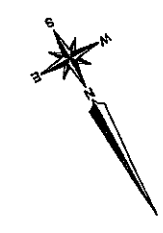
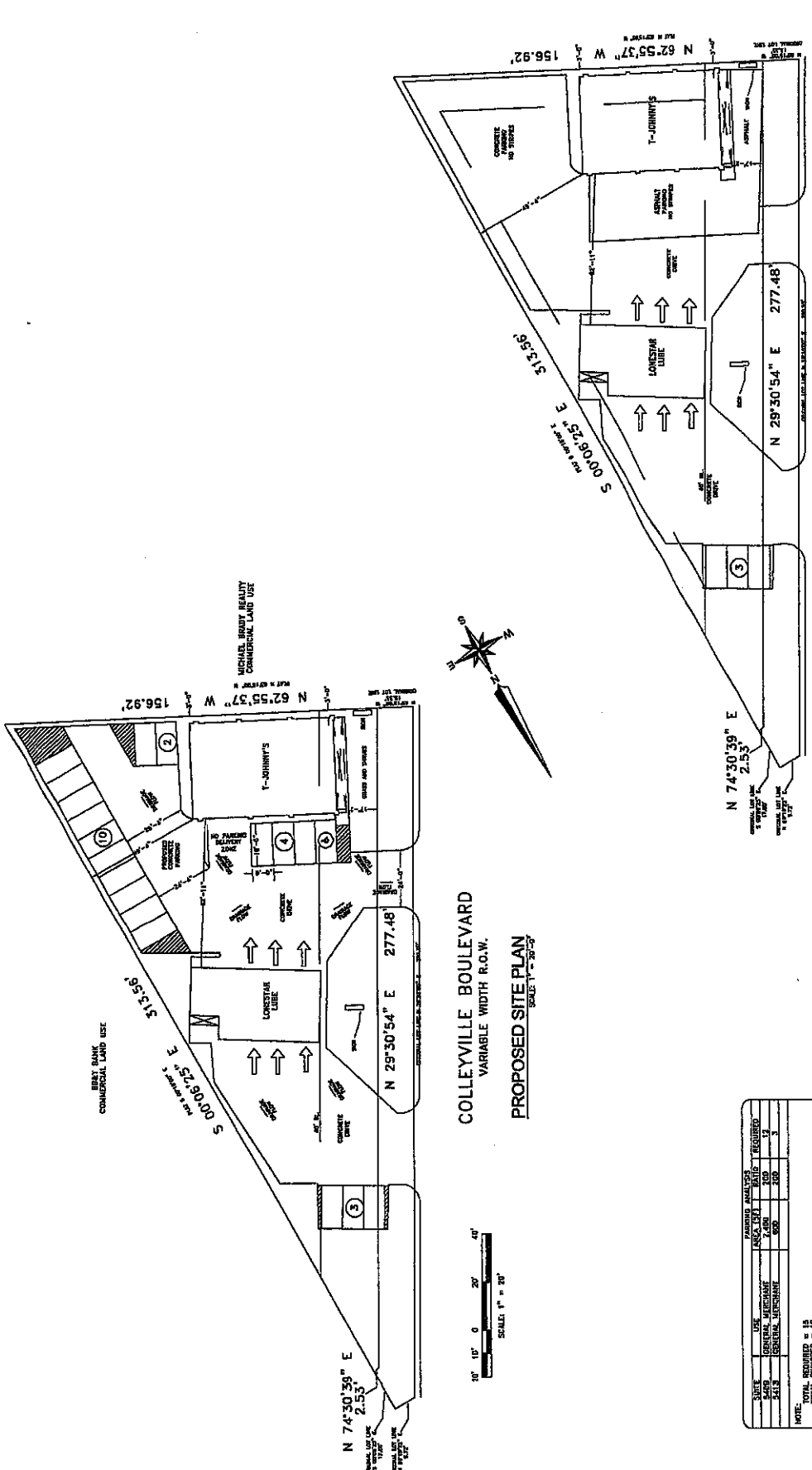
TEXAS PREMIER DRAFTING
 1000 KILPATRICK
 FORT WORTH, TEXAS 76106
 (817) 532-6775
 WWW.TEASPREMIERDRAFTING.COM

T-JOHNNY'S CALUM MARKET
 5409 COLLEYVILLE BOULEVARD
 COLLEYVILLE, TX 76034

PHILIP TULLIS
 5409 COLLEYVILLE BLVD
 COLLEYVILLE, TX 76034

SP CANTO VENTURES LLC
 5409 COLLEYVILLE BLVD
 COLLEYVILLE, TX 76034

SITE PLAN		DATE	01.16.2020
SCALE	1" = 20'-0"	PROJECT	SP
DATE	01.16.2020	DESIGNER	CSF



COLLEYVILLE BOULEVARD
 VARIABLE WIDTH R.O.W.
EXISTING SITE PLAN
 SCALE: 1" = 20'-0"



COLLEYVILLE BOULEVARD
 VARIABLE WIDTH R.O.W.
PROPOSED SITE PLAN
 SCALE: 1" = 20'-0"



USE	AREA (SQ FT)	RATIO	REQUIRED
SITE	1000	1000	1
DRIVEWAY	1000	1000	1
PARKING	1000	1000	1
LANDSCAPING	1000	1000	1
TOTAL	4000	4000	4

NOTE:
 TOTAL REQUIRED = 18
 TOTAL PROVIDED = 18
 TOTAL HANDICAPPED = 1

Address: 1201 Church Street
Colleyville, TX 76034
Property ID #: 100838

PARKING LICENSE

THIS PARKING LICENSE (this "License"), dated as of the Effective Date (as hereinafter defined) between **TRUIST BANK**, a North Carolina banking corporation (the "Licensor"), and **CAJUN BISTRO CAFÉ & MARKET**, a Texas limited liability corporation (the "Licensee"), provides:

RECITALS

WHEREAS, Licensor is the owner of certain property located at 1201 Church Street, Colleyville, Texas (the "Property"), as shown in **Exhibit A** attached hereto and incorporated herein by reference;

WHEREAS, Licensee is the owner of certain property located at 5409 Colleyville Boulevard, Colleyville, Texas ("Licensee's Property"), as shown in **Exhibit A**; and

WHEREAS, Licensee desires to use a portion of Licensee's parking spaces located on the Property and a certain portion of the Property for access to and from the parking spaces for the benefit of Licensee's Property, and Licensor has agreed to license a portion of the parking spaces and the access area, all as more particularly described below.

THAT for and in consideration of the mutual promises and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Licensor hereby agree as follows:

1. **Recitals.** The Recitals to this License are hereby incorporated by reference.
2. **License.** Licensor hereby grants to Licensee the revocable, non-exclusive right and license to use up to nine (9) unreserved parking spaces located in the parking lot of the Property, which parking spaces are depicted on **Exhibit B**, attached hereto and incorporated herein by reference (the "Parking Spaces"), subject to the terms and conditions herein provided. In addition, Licensor hereby grants to Licensee the revocable, non-exclusive right and license to use the area located between the Property and Licensee's Property, where Licensee previously installed steps (the "Steps" for the purpose of ingress and egress to the Parking Spaces, which area is depicted on **Exhibit C** attached hereto and incorporated herein by reference (the "Steps Improvement Area"), subject to the terms and conditions herein provided. The Parking Spaces and Steps Improvement Area are collectively herein referred to as the "License Area." The License Area is for use by Licensee and its employees, customers and invitees seven (7) days a week, from 6:00 pm to 12 am. (local time), for the purposes set forth in this License.
3. **Term.** The term (the "Term") of this License shall be for one (1) year commencing on March 20, 2023 (the "Commencement Date") and terminating on March 31, 2024 (the "Expiration Date"), unless earlier terminated or extended as provided herein. The Term shall automatically renew for consecutive one (1) year terms (each a "Renewal Term") unless Licensor or Licensee elects not to renew with written notice to the other party at least sixty (60) days prior the expiration of the then current Term. This License may be terminated by Licensor or Licensee, with or without cause, at any time upon sixty (60) days' prior written notice to the other party and in accordance with the terms and conditions of this License. Upon the termination of this License, and the refunding by Licensor to Licensee of the portion of the License Fee prorated through the date of termination, neither party shall have any further rights or obligations hereunder (except as specifically provided herein) after the termination of this License.

4. Payments.

(a) License Fee. Licensee shall pay to Licensor an annual license fee of \$1,200.00 (the "License Fee") for use of the License Area. The License Fee shall be due and payable in all events, in advance, without notice, deduction, abatement or offset of any amount or for any reason whatsoever, delivered to Licensor simultaneously with Licensee's execution of this License, and thereafter delivered no later than ten (10) days prior to the commencement of any Renewal Term. Payments shall be delivered to Licensor at the address provided in Section 24 below or such other address as Licensor may direct in writing. In the event the License is terminated as provided herein and Licensee is not in default, the License Fee shall be prorated through the date of termination. In the event for any reason whatsoever, any payment of the License Fee is not received by Licensor within five (5) calendar days after the due date thereof, a late fee of five (5%) percent of such payment shall be assessed and payable to Licensor. Licensee's obligation to pay the License Fee for the period prior to the effective date of any termination of this License shall survive the termination of this License. Upon the execution of this License and as an express condition of the effectiveness hereof, Licensor shall provide to Licensee a duly executed Form W-9, in customary form.

(b) Sales and Use Tax. In the event any federal, state or local law requires the payment of a tax or assessment based on the amount of the License Fee to be paid by the Licensee hereunder, or in any other manner subjecting the License Fee to any other form of tax by whatever name it may be designated, such tax shall be the obligation of and shall be paid by the Licensee to the licensor upon receipt of notice from the Licensor that such obligation is due.

5. Use and Occupancy. Licensee shall have the revocable, non-exclusive right and license to use the Parking Spaces for the purpose of parking passenger vehicles such as an automobiles, vans, and light pick-up trucks, and for no other purpose. Licensee shall have the revocable, non-exclusive right and license to use the Steps Improvement Area for the purpose of ingress and egress to the Parking Spaces. Licensee shall not: (i) be permitted to park any automobiles overnight in the Parking Spaces; (ii) use the License Area for any illegal or improper purposes; (iii) use the License Area in violation of any policies of insurance now or hereafter written on the Property in which the License Area is located or which will increase the rate of premium thereof; or (iv) permit any noise, disturbance or nuisance whatsoever in the License Area detrimental to same or annoying to Licensor or the adjoining property owners. If (x) Licensee uses the License Area in contravention of the terms and provisions of this License, (y) Licensee parks in any area on the Property outside of the Parking Spaces at any time, or (z) Licensee breaches the terms of this License, Licensor shall have the right, in its sole discretion, to have any and all vehicles or other personal property located in the License Area or on the Property removed, including without limitation by way of towing, at Licensee's sole cost, risk and expense.

6. Acceptance. Licensee accepts the License Area in its "as is, where is" condition and acknowledges that Licensor has not made and does not make any representations or warranties regarding the condition of the License Area, the parking lot, or their suitability for the permitted purpose hereunder. Further, Licensee acknowledges that (i) no obligation as to the repairing, adding to, or improving said License Area or parking lot has been assumed by Licensor; and (ii) no alteration, improvement or renovation shall be made by Licensee to the License Area.

7. Permitting, Maintenance and Removal.

i. Parking Spaces. Licensor, at its expense, shall maintain and keep in good, sound and clean condition the Parking Spaces and the parking lot during the Term, and will not suffer or permit any strip or waste of the Parking Spaces and the parking lot. Maintenance shall include the pick-up and disposition of all trash and debris of any nature from the parking lot area. Any damages committed by Licensee or Licensee's employees, or invitees shall be reported immediately to Licensor, and Licensor shall

provide its own vendor to correct the damage(s) at Licensee's expense.

ii. **Steps Improvement Area.** Licensee, at its expense, shall: (i) cause the Steps to be properly permitted no later than sixty (60) days from the Effective Date of this License; (ii) maintain and keep in good, sound and clean condition the Steps Improvement Area including the Steps during the Term; and (iii) promptly remove the Steps upon termination of this License for any reason, as set forth in Section 14 below.

8. **Signs.** Licensee shall not attach, letter or paint any signs to or upon the License Area without the written consent of Licensor. Licensor, however, reserves the right to attach, letter or paint any sign to or upon the License Area as Licensor sees fit.

9. **Insurance.** Licensee shall obtain and maintain during the term of this License, at its sole cost and expense, a policy of commercial general liability insurance on an "occurrence basis" against claims for personal injury including bodily injury and death and broad form property damage, operations hazards, and contractual liability in limits not less than Two Million and 00/100 Dollars (\$2,000,000.00) inclusive. The policy shall name Licensor as an additional insured and shall provide that it can only be amended or terminated upon thirty (30) days prior written notice to Licensor. Licensee shall deliver to Licensor an original certificate of insurance evidencing such coverage within two (2) business days following execution of this Agreement. All required insurance policies shall contain language that the insurance policy may not be canceled without thirty (30) days prior written notice to Licensor. Licensee shall deliver to Licensor evidence of such insurance upon the execution of this License and provide Licensor with copies of all renewals thereof at least thirty (30) days prior to the termination of the existing policies. All insurance policies shall be issued by companies licensed to do business and in good standing in the State in which the Property is located.

10. **Default.** In the event Licensee shall fail to comply with any term, provision or condition of this License and Licensee does not cure such failure to Licensor's satisfaction within twenty-four (24) hours after notice thereof from Licensor, Licensor shall have the right to immediately terminate this License by providing written notice thereof to Licensee. Upon revocation or termination of this License, Licensee, at its sole cost and expense, shall surrender the License Area to Licensor in good and clean condition and order.

11. **Indemnification.** Licensee shall indemnify, defend and hold Licensor, and its affiliated companies, officers, directors, employees, tenants and agents (the "Indemnified Parties"), harmless from and against any and all claims for liability, costs, claims, losses, injury, death, damages, judgments or expenses (including reasonable attorneys' fees) incurred or suffered by the Indemnified Parties as a result of or in connection with (i) any death, personal injury or property or business damage in, on or about the License Area and the Property, including the building and any improvements located thereon, caused in whole or in part by Licensee, its employees or invitees, (ii) the use of the License Area by Licensee, its employees or invitees, (iii) any default by Licensee under the terms and conditions of this License and (iv) any act or omission of Licensee, its employees or its invitees. This provision shall survive any expiration or termination of this License.

12. **Licensor's Liability.** Licensor shall not be responsible for any defect or change in the condition of the License Area or the Property, or the failure to make any repairs to the License Area or the Property, or for any resulting damage to person or property occurring in the License Area or on the Property, or the acts or omissions of tenants or licensees on the Property. All personal property of Licensee and its invitees in, on or about the License Area and the Property shall be and remain at Licensee's sole risk and Licensor shall not be liable for damage to any such property as a result of theft or misplacement nor for any death, injury, loss or damage to persons or property occurring in the License Area or in, on or near the Property, the building and improvements thereon.

13. Relocation. Licensor reserves the right to relocate all or any portion of the License Area, if necessary, at any time, in connection with Licensor's operations on the Property.

14. Surrender. Upon revocation or termination of this License, Licensee, at its expense, shall surrender possession of the License Area to Licensor in good and clean condition and order. Licensee shall remove the Steps upon revocation or termination of this License, no later than the last day of the Term or within five (5) days of notice of revocation or termination occurring prior to the expiration of the Term. Any personal property remaining in the License Area after any such revocation or termination shall become the personal property of Licensor, who shall be entitled to remove, tow, sell or otherwise dispose of such personal property.

15. Assignment And Sublicense. Licensee shall not assign, sublicense or otherwise transfer its interests in this License.

16. Attorney's Fees and Costs. If either party is in default under this License necessitating the other party to incur attorney's fees to enforce the terms of this License, the party deemed to be at fault in any court action pertaining to a default under this License shall be liable for and pay the prevailing party in such litigation, all reasonable attorneys' fees and costs incurred by the prevailing party including not only those at the trial court level, but all appellate and post judgment proceedings.

17. Assumption of Risk by Licensee. Licensee assumes all risks of any damage to Licensee's property in connection with this License.

18. Entire Agreement. This License and any exhibits attached hereto set forth the entire agreement between the parties hereto with respect to Licensee's right to use the License Area. There are no promises, agreements or understandings, whether oral or written, between the parties regarding such matters other than as set forth in this License. Any amendment or modification to this License shall not be binding upon either party unless such amendment or modification is reduced to writing and signed by both parties. This License does not create a partnership, agency or joint venture relationship between Licensor and Licensee for any purpose.

19. Captions. The captions of the sections of this License are not part of the context of this License and shall be ignored in construing this License. They are intended only as aids in locating various provisions of this License.

20. Severability. Each provision contained in this License shall be independent and severable from all other provisions hereof and the invalidity of any such provision shall in no way affect the enforceability of the other provisions hereof.

21. Governing Law; Venue. This License shall be governed by and construed in accordance with the laws of the jurisdiction in which the Property is located without regard to conflict of laws principles. The venue for any proceeding pertaining to this License shall lie in the County in which the Property is located.

22. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor and Licensee, and their respective legal representatives, successors and assigns, if permitted.

23. Notices. All notices and communications under this License required to be in writing shall be signed by a duly authorized representative of the party sending the same and shall be deemed effective when delivered by electronic mail or personally or on the next business day after being sent by a guaranteed

overnight delivery service (such as Federal Express or UPS) or on the third (3rd) day after being sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Licensors: Truist Bank
 Attn: Lease Administration
 101 N. Cherry Street, Suite 710
 Winston-Salem, NC 27101
 Re: Property ID #100838
 Email: RealEstateServices-LeaseAdministration@truist.com

If to Licensee: CAJUN BISTRO CAFÉ & MARKET
 Attn: Sptin Miftari
 5409 Colleyville Blvd,
 Colleyville, TX 76034
 Email: robertmartin0528@gmail.com

Either party may change its address by giving written notice of such change to the other party in the manner provided herein. Until any such written notice is actually received, the most recent address of record shall be deemed to continue in effect for all purposes.

24. No Brokers. Licensors and Licensee represent and warrant to each other that there are no claims for brokerage commissions or finder's fees in connection with the execution of this License. Licensors and Licensee agree to indemnify, defend and hold the other party harmless from and against all liabilities, expenses, fees, commissions and/or costs (including reasonable attorneys' fees) arising from any such claims asserted by anyone claiming by, through or against the indemnifying party.

25. No Partnership. Nothing contained in this License shall be construed as creating a partnership or joint venture between Licensors and Licensee.

26. Authorization. Each party to this License hereby represents that this License has been duly authorized, executed and delivered by all necessary action on behalf of such party, constitutes the valid and binding agreement of such party and is enforceable in accordance with its terms.

27. Waiver of Jury Trial. Licensors and Licensee hereby waive, to the extent permitted by law, the right to trial by jury in any action or proceeding or counterclaim between the parties hereto, or their successors or permitted assigns, arising out of or in any way connected with this License or any of its provisions, Licensee's use or occupancy of the Parking Spaces and/or any claim of injury or damage.

28. OFAC Disclosure. Licensee represents and warrants to Licensors (i) that neither Licensee nor any person or entity that directly or indirectly owns any interest in Licensee nor any of its officers, directors or managing members is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the U.S. Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (ii) that Licensee's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that throughout the Term of this License, Licensee shall comply with the Executive Order and with the Money Laundering Act.

29. Counterparts. This License may be executed in any number of separate counterparts by the parties hereto, each of which, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Any signature page from any such counterpart may be attached to any other counterpart to complete a fully executed counterpart of this License. Signatures to this License (or to any assignment or amendment to this License) transmitted in a commonly accepted electronic format that reproduces an image of the actual executed signature page shall be deemed a binding original and shall have the same legal effect, validity, and enforceability as a manually executed counterpart of the document to the extent and as provided for in the Federal Electronic Signatures in Global and National Commerce Act and the applicable state law based on the Uniform Electronic Transactions Act. In no event shall any party be obligated hereunder unless and until this License has been fully executed and delivered by all parties hereto.

30. Effective Date. "Effective Date" shall mean the last day that this License is executed by both Licensor and Licensee as set forth on the signature page hereof.

31. Time of the Essence. Time shall be of the essence as to all periods and time referred to in this License and all special provisions pertaining thereto, if any.

32. Non-Recording of License. This License shall not be recorded, and any recordation thereof by Licensee shall automatically terminate the License without notice.

33. Automatic Rescission. This Amendment shall be automatically rescinded and shall be null and void in the event this Amendment has not been fully-executed and delivered by all parties hereto within thirty (30) days after the date this Amendment is executed by the first of the parties to execute on the signature page hereof, TIME BEING OF THE ESSENCE.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Licensee and Licensor have executed or caused this License to be executed on their behalf by their duly authorized representatives as of the Effective Date.

LICENSOR:

TRUIST BANK,
a North Carolina banking corporation

By: [Signature]
Name: Ryan Schuetz
Title: Vice President
Date: 5/1/23

LICENSEE:

CAJUN BISTRO CAFE & MARKET

By: [Signature]
Name: Spencer Mifflin
Title: _____
Date: 04/25/2023

ACKNOWLEDGEMENTS

State of

County of Cherokee

This instrument was acknowledged before me on May 1, 2023 (date) by Ryan Schvetz,
Vice President (name of officer), (title of officer) of TRUIST BANK, a North Carolina banking
corporation, on behalf of said corporation.

(Personalized Seal)



Kay Covey
Notary Public's Signature

Exhibit A

Depiction of Licensor's Property and Licensee's Property

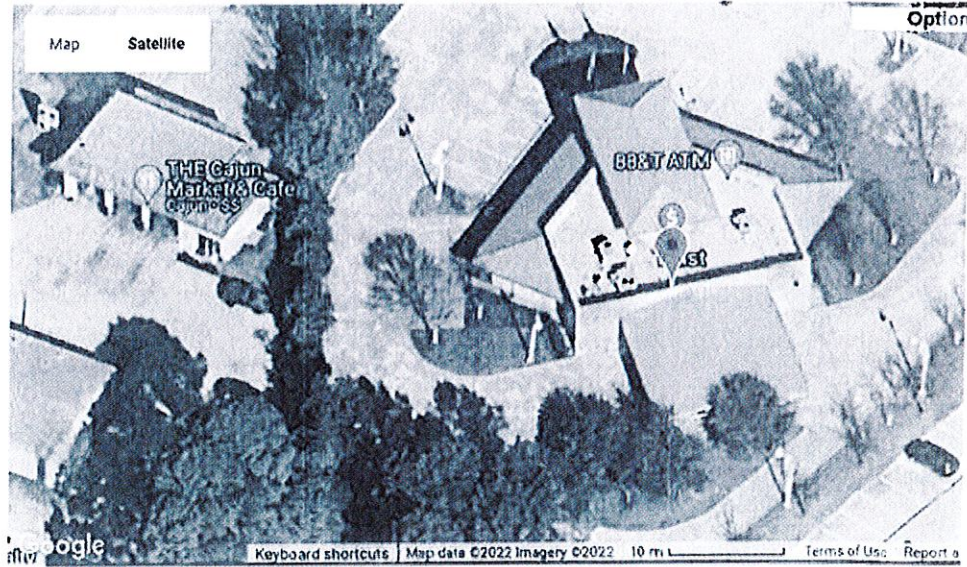
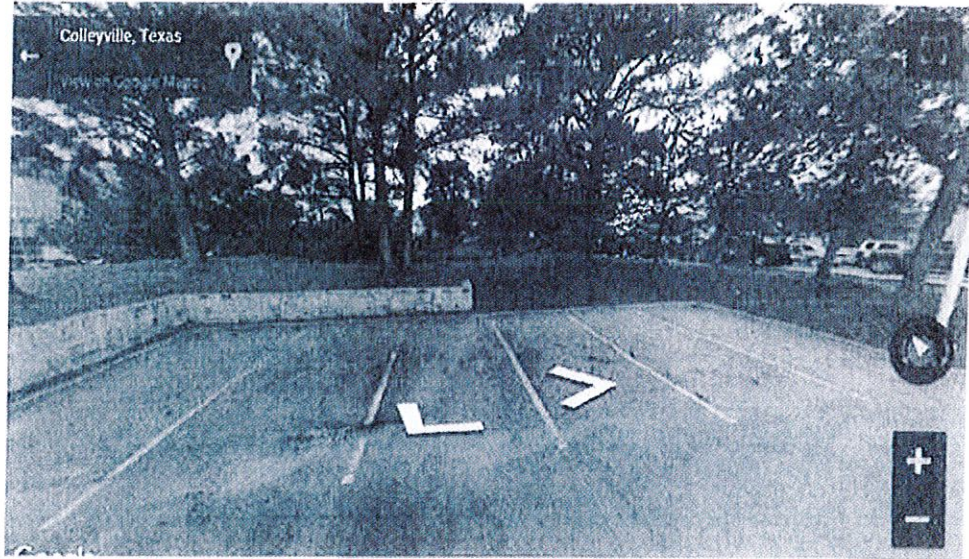


Exhibit B

Parking Spaces

Depiction of 6 of 9 Parking Spaces



Depiction of 3 of 9 Parking Spaces

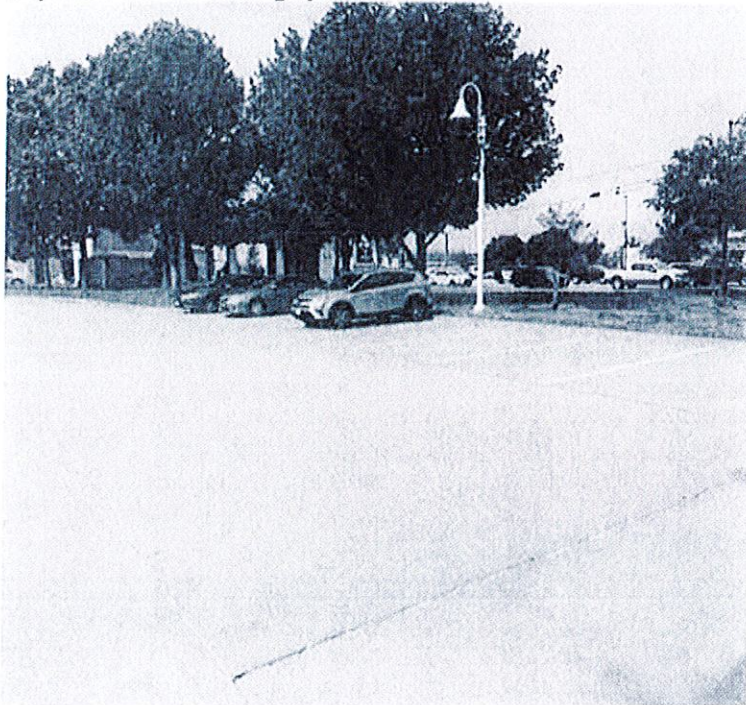
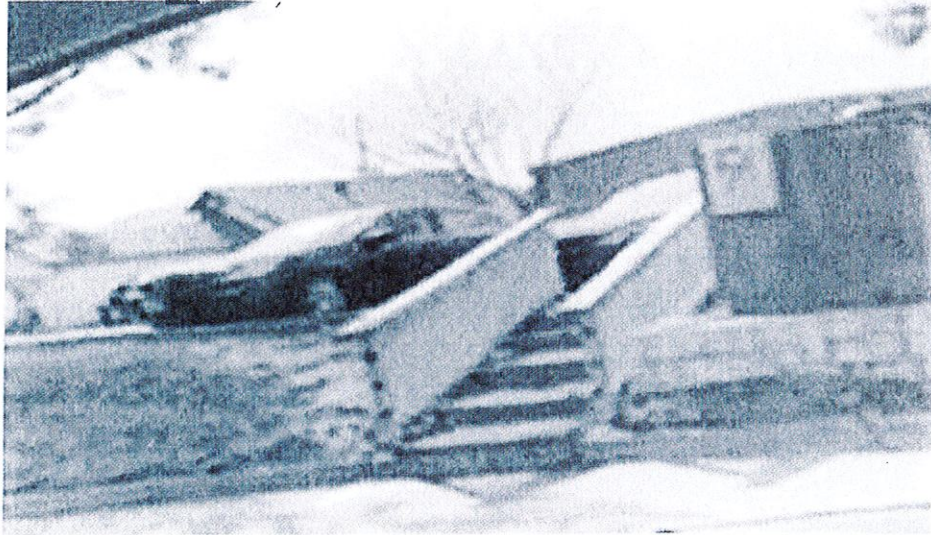
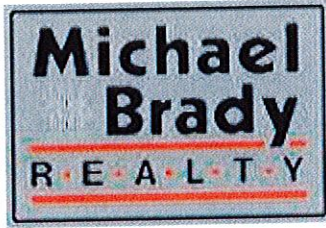


Exhibit C

Depiction of the Steps





December 13th, 2022

RE: Overflow parking for The Cajun Bistro Café & Market

This is to confirm that I am allowing overflow parking in our parking lot for the Cajun Bistro Café & Market located next door at 5409 Colleyville Blvd.

We are willing to work with them to help them be successful in their new business.

Seline and Tim are the type of Business owners that Colleyville needs more of.

Please feel free to contact me if you have any questions or concerns.

Thanks,

A handwritten signature in black ink, appearing to read "Michael Brady", with a large, stylized flourish at the end.

Michael Brady, Broker/Owner

OBJECTID	Owner Name
1	EAGLE-COLLEYVILLE TOWNE SQUARE
3	CHARLES & ROB LTD
5	BAJRAM & RUZDI INVESTMENTS LLC
6	DEDIEGO FAMILY TRUST
7	BAJRAM & RUZDI INVESTMENTS LLC
8	R P GANTOS VENTURES LLC
9	JD JUDD REALTY HOLDINGS LLC
10	BRADY, LIBBY W
11	5520 COLLEYVILLE LLC
13	SVAP III TC COLLEYVILLE LLC
14	MDC COAST 7 LLC
15	CHIVAKULA, LAKSHMI
16	FIRST BAPTIST CH COLLEYVILLE
17	GII SHP EBSW DFW LLC
18	LAUKIEN, DIRK D
19	BRANCH BANKING & TRUST CO
20	C & S SKY BLUE CORPORATION
21	HIDDEN OAKS ESTATES
22	GRAPEVINE COLLEYVILLE ISD
23	CAVALIER INVESTMENT COMPANY INC

Owner Address

PO BOX 12670
8235 DOUGLAS AVE STE 815
4701 MILL CREEK RD
4381 MORRIS DR
4701 MILL CREEK RD
7213 COTTONWOOD CT
1109 CHURCH ST
5405 COLLEYVILLE BLVD
1401 FOUNTAIN GROVE PKWY # M117
302 DATURA ST STE 100
11995 EL CAMINO REAL
4104 CHARBRAY CT
5405 PLEASANT RUN RD
707 WESTCHESTER AVE SUITE 401
24 WATERWAY AVE STE 225
PO BOX 167

3051 IRA E WOODS AVE
5829 N MESA ST

Owner City

DALLAS, TX
DALLAS, TX
COLLEYVILLE, TX
SOQUEL, CA
COLLEYVILLE, TX
NORTH RICHLAND HILLS, TX
COLLEYVILLE, TX
COLLEYVILLE, TX
SANTA ROSA, CA
WEST PALM BEACH, FL
SAN DIEGO, CA
CEDAR PARK, TX
COLLEYVILLE, TX
WEST HARRISON, NY
SPRING, TX
WINSTON SALEM, NC

COLLEYVILLE ,TX
GRAPEVINE, TX
EL PASO, TX

Owner Zip	Situs Address
	75225 5600 COLLEYVILLE BLVD
	75225 5601 COLLEYVILLE BLVD
	76034 5311 COLLEYVILLE BLVD
	95073 5510 COLLEYVILLE BLVD
	76034 5309 COLLEYVILLE BLVD
	76182 5413 COLLEYVILLE BLVD
	76034 1109 CHURCH ST
	76034 5401 COLLEYVILLE BLVD
	95403 5520 COLLEYVILLE BLVD
	33401 5605 COLLEYVILLE BLVD
	92130 1221 CHURCH ST
	78613 5601 HIDDEN OAKS DR
	76034 5300 COLLEYVILLE BLVD
	10604 5500 COLLEYVILLE BLVD
	77380 1205 CHURCH ST
	27102 1201 CHURCH ST
	5307 COLLEYVILLE BLVD
	76034 COURTESY NOTICE
	76051 3051 IRA E WOODS AVE
	79912 5501 COLLEYVILLE BLVD



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

The City of Colleyville has scheduled public hearings concerning the below referenced request on the following dates and location:

Planning and Zoning Commission Meeting: Monday, June 12, 2023 at 7:00 p.m.
City Council Meetings: Tuesday, July 6, 2023 & Tuesday, July 18, 2023 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for a reduction in parking. The purpose is to allow for the business, Cajun Bistro Café and Market, to operate as a restaurant.

Zoning Case: ZC23-012

Applicant: Sptim Mifari

Owner: Russel Gantos

Location: 5409 Colleyville Boulevard

Property Description: Lot 1, Block 1, Corley Subdivision

Present Zoning: CC-2 Shopping Center District

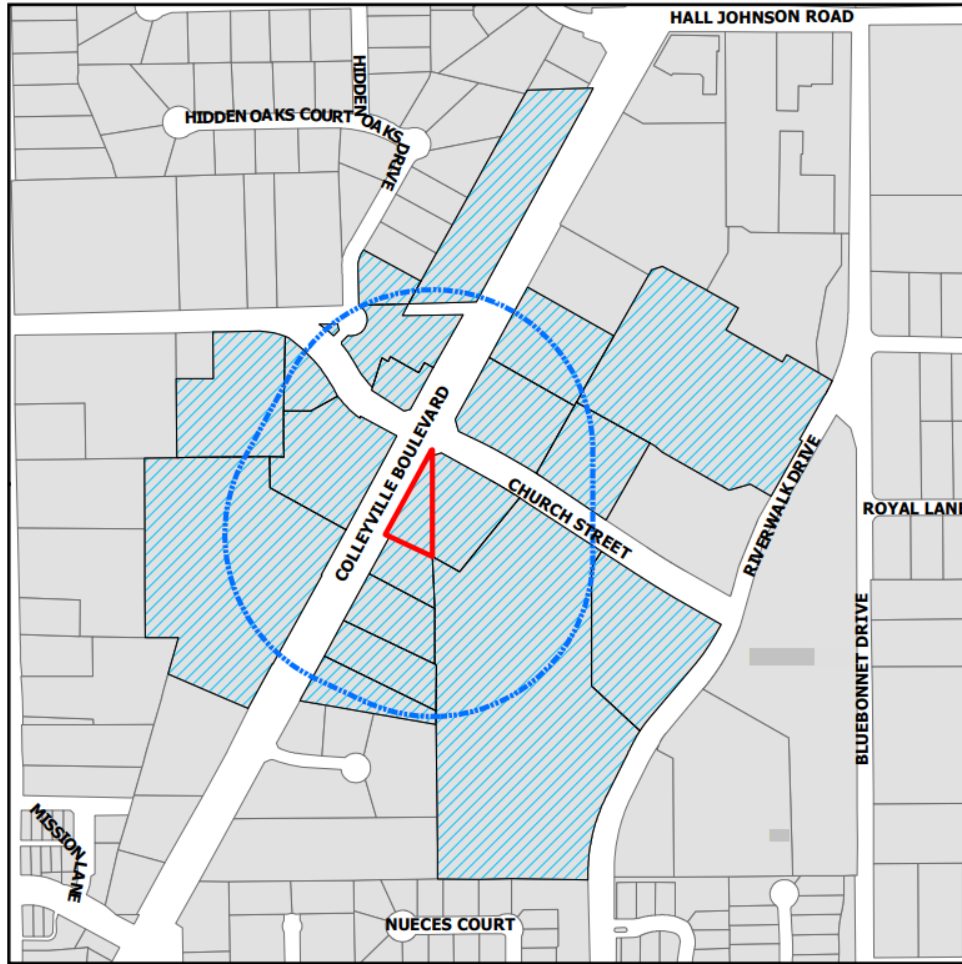
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Denial of the proposal by the Commission is final, unless the applicant submits a written notice of appeal within 10 days from the date of action by the Commission. If appealed, the request will be placed on the next available City Council agenda as listed above. Rezoning requests, zoning amendments and conditions recommended by the Commission for approval by the City Council may be more restrictive than those described in this notice.

All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address below:

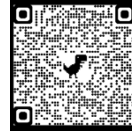
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

If the property owners of 20% or more of the land within the 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.

NOTICE OF PUBLIC HEARING



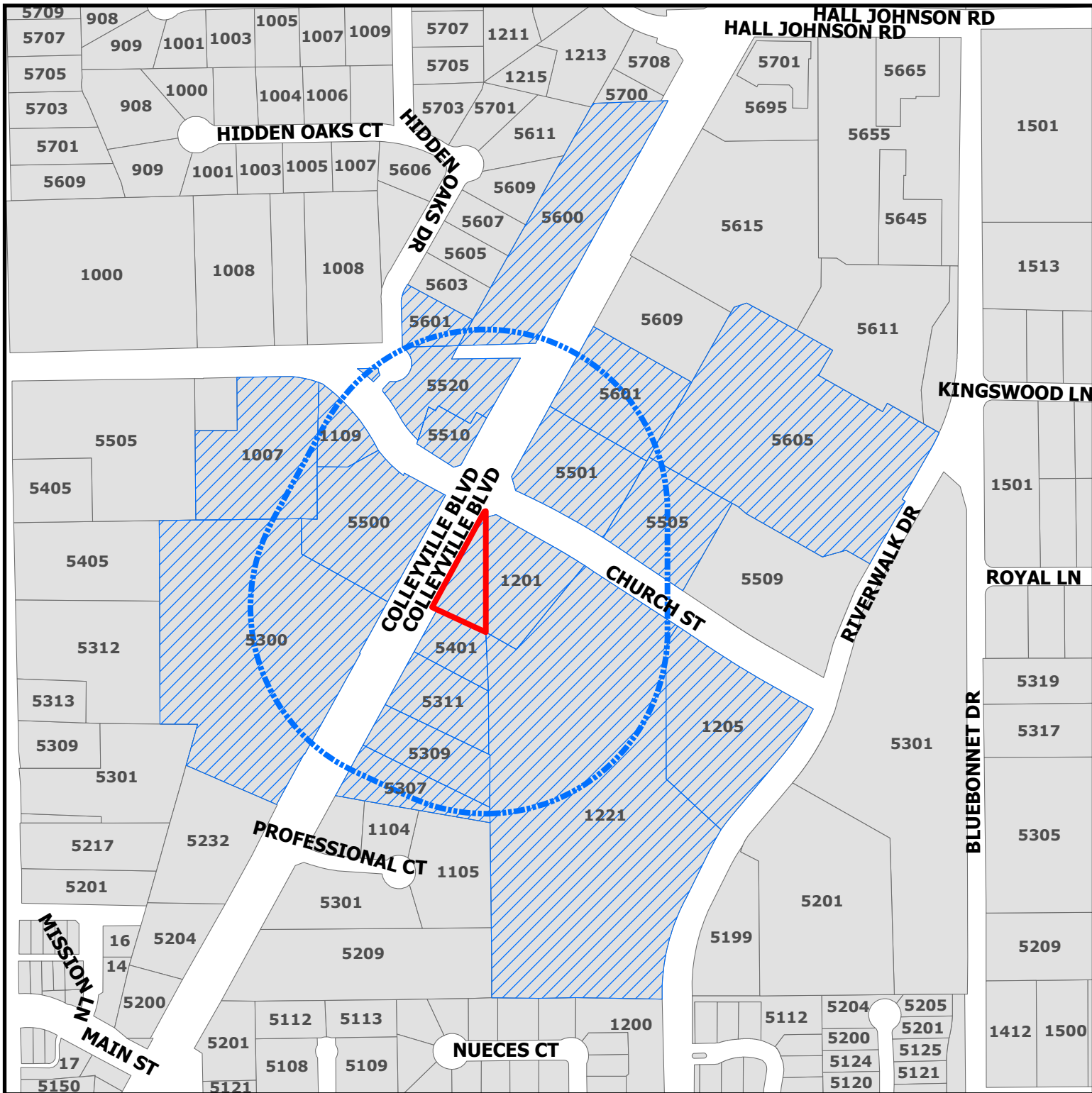
The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Agenda Packet and Active Development Case map (please use your phone's camera to scan QR code below):



For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

Notification Map



ZC23-012

5409 Colleyville Blvd

DISCLAIMER:

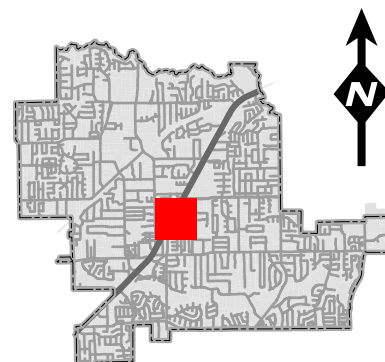
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.



Parcels to be notified



Subject Property



ORDINANCE O-23-2245

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 0.609 ACRES, BEING LOT 1, BLOCK 1, OF THE CORLEY SUBDIVISION, LOCATED AT 5409 COLLEYVILLE BOULEVARD, BY AUTHORIZING A SPECIAL USE PERMIT FOR A REDUCTION IN PARKING; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for a reduction in parking for the business known as Cajun Bistro Café & Market, Case No. ZC23-012; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to amend the City's zoning ordinance; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:

- Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a Special Use Permit for a reduction in parking on 0.609 acres, being Lot 1, Block 1, of the Corley Subdivision, located at 5409 Colleyville Boulevard, for the business known as Cajun Bistro Café & Market as depicted on the attached as Exhibit "A".

Sec. 2. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 3. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall apply to a reduction in parking.
- b. The name of the business authorized for a reduction in parking by this Special Use Permit shall be called "Cajun Bistro Café & Market".
- c. Exhibit C - "Shared Parking Agreements" shall apply. The Special Use Permit shall automatically expire if an agreement is terminated.
- d. The Special Use Permit shall automatically expire upon the abandonment of the business, change in use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.
- e. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of July 2023.

The second reading and public hearing being conducted on the 18th day of July 2023.

PASSED AND APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 18TH DAY OF JULY 2023.

Mayor Bobby Lindamood _____
Brandi Elder, Place 1 _____
Scotty Richardson, Place 3 _____
Chuck Kelley, Place 5 _____

Mayor Pro Tem Callie Rigney _____
George Bond, Place 2 _____
Ben Graves, Place 4 _____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "B" – Site Plan

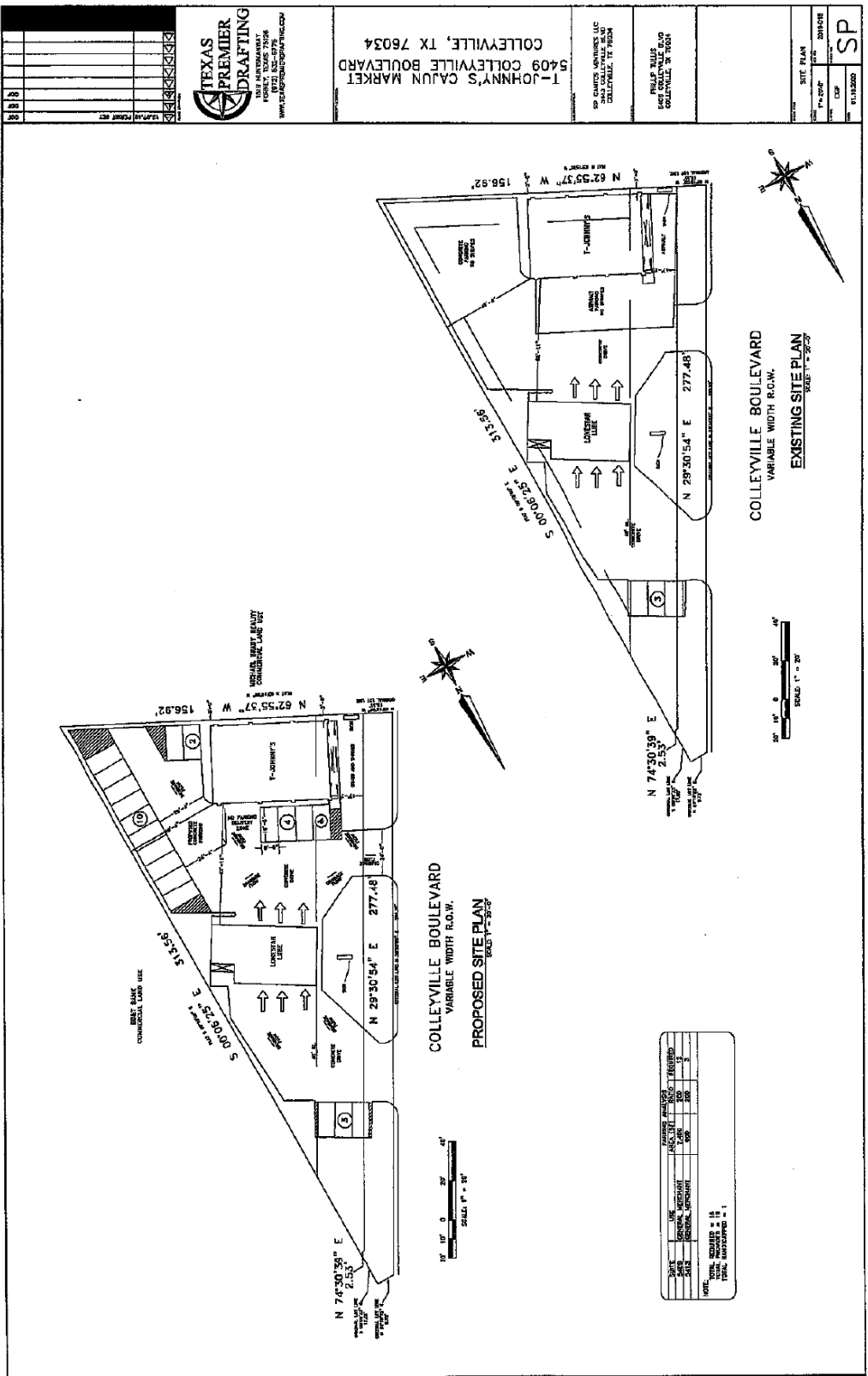


Exhibit "C" – Shared Parking Agreements

Address: 1201 Church Street
Colleyville, TX 76034
Property ID #: 100838

PARKING LICENSE

THIS PARKING LICENSE (this "License"), dated as of the Effective Date (as hereinafter defined) between TRUIST BANK, a North Carolina banking corporation (the "Licensor"), and CAJUN BISTRO CAFÉ & MARKET, a Texas limited liability corporation (the "Licensee"), provides:

RECITALS

WHEREAS, Licensor is the owner of certain property located at 1201 Church Street, Colleyville, Texas (the "Property"), as shown in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, Licensee is the owner of certain property located at 5409 Colleyville Boulevard, Colleyville, Texas ("Licensee's Property"), as shown in Exhibit A; and

WHEREAS, Licensee desires to use a portion of Licensee's parking spaces located on the Property and a certain portion of the Property for access to and from the parking spaces for the benefit of Licensee's Property, and Licensor has agreed to license a portion of the parking spaces and the access area, all as more particularly described below.

THAT for and in consideration of the mutual promises and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Licensor hereby agree as follows:

1. Recitals. The Recitals to this License are hereby incorporated by reference.
2. License. Licensor hereby grants to Licensee the revocable, non-exclusive right and license to use up to nine (9) unreserved parking spaces located in the parking lot of the Property, which parking spaces are depicted on Exhibit B, attached hereto and incorporated herein by reference (the "Parking Spaces"), subject to the terms and conditions herein provided. In addition, Licensor hereby grants to Licensee the revocable, non-exclusive right and license to use the area located between the Property and Licensee's Property, where Licensee previously installed steps (the "Steps" for the purpose of ingress and egress to the Parking Spaces, which area is depicted on Exhibit C attached hereto and incorporated herein by reference (the "Steps Improvement Area"), subject to the terms and conditions herein provided. The Parking Spaces and Steps Improvement Area are collectively herein referred to as the "License Area." The License Area is for use by Licensee and its employees, customers and invitees seven (7) days a week, from 6:00 pm to 12 am. (local time), for the purposes set forth in this License.
3. Term. The term (the "Term") of this License shall be for one (1) year commencing on March 20, 2023 (the "Commencement Date") and terminating on March 31, 2024 (the "Expiration Date"), unless earlier terminated or extended as provided herein. The Term shall automatically renew for consecutive one (1) year terms (each a "Renewal Term") unless Licensor or Licensee elects not to renew with written notice to the other party at least sixty (60) days prior the expiration of the then current Term. This License may be terminated by Licensor or Licensee, with or without cause, at any time upon sixty (60) days' prior written notice to the other party and in accordance with the terms and conditions of this License. Upon the termination of this License, and the refunding by Licensor to Licensee of the portion of the License Fee prorated through the date of termination, neither party shall have any further rights or obligations hereunder (except as specifically provided herein) after the termination of this License.

4. Payments.

(a) License Fee. Licensee shall pay to Licensor an annual license fee of \$1,200.00 (the "License Fee") for use of the License Area. The License Fee shall be due and payable in all events, in advance, without notice, deduction, abatement or offset of any amount or for any reason whatsoever, delivered to Licensor simultaneously with Licensee's execution of this License, and thereafter delivered no later than ten (10) days prior to the commencement of any Renewal Term. Payments shall be delivered to Licensor at the address provided in Section 24 below or such other address as Licensor may direct in writing. In the event the License is terminated as provided herein and Licensee is not in default, the License Fee shall be prorated through the date of termination. In the event for any reason whatsoever, any payment of the License Fee is not received by Licensor within five (5) calendar days after the due date thereof, a late fee of five (5%) percent of such payment shall be assessed and payable to Licensor. Licensee's obligation to pay the License Fee for the period prior to the effective date of any termination of this License shall survive the termination of this License. Upon the execution of this License and as an express condition of the effectiveness hereof, Licensor shall provide to Licensee a duly executed Form W-9, in customary form.

(b) Sales and Use Tax. In the event any federal, state or local law requires the payment of a tax or assessment based on the amount of the License Fee to be paid by the Licensee hereunder, or in any other manner subjecting the License Fee to any other form of tax by whatever name it may be designated, such tax shall be the obligation of and shall be paid by the Licensee to the licensor upon receipt of notice from the Licensor that such obligation is due.

5. Use and Occupancy. Licensee shall have the revocable, non-exclusive right and license to use the Parking Spaces for the purpose of parking passenger vehicles such as automobiles, vans, and light pick-up trucks, and for no other purpose. Licensee shall have the revocable, non-exclusive right and license to use the Steps Improvement Area for the purpose of ingress and egress to the Parking Spaces. Licensee shall not: (i) be permitted to park any automobiles overnight in the Parking Spaces; (ii) use the License Area for any illegal or improper purposes; (iii) use the License Area in violation of any policies of insurance now or hereafter written on the Property in which the License Area is located or which will increase the rate of premium thereof; or (iv) permit any noise, disturbance or nuisance whatsoever in the License Area detrimental to same or annoying to Licensor or the adjoining property owners. If (x) Licensee uses the License Area in contravention of the terms and provisions of this License, (y) Licensee parks in any area on the Property outside of the Parking Spaces at any time, or (z) Licensee breaches the terms of this License, Licensor shall have the right, in its sole discretion, to have any and all vehicles or other personal property located in the License Area or on the Property removed, including without limitation by way of towing, at Licensee's sole cost, risk and expense.

6. Acceptance. Licensee accepts the License Area in its "as is, where is" condition and acknowledges that Licensor has not made and does not make any representations or warranties regarding the condition of the License Area, the parking lot, or their suitability for the permitted purpose hereunder. Further, Licensee acknowledges that (i) no obligation as to the repairing, adding to, or improving said License Area or parking lot has been assumed by Licensor; and (ii) no alteration, improvement or renovation shall be made by Licensee to the License Area.

7. Permitting, Maintenance and Removal.

i. Parking Spaces. Licensor, at its expense, shall maintain and keep in good, sound and clean condition the Parking Spaces and the parking lot during the Term, and will not suffer or permit any strip or waste of the Parking Spaces and the parking lot. Maintenance shall include the pick-up and disposition of all trash and debris of any nature from the parking lot area. Any damages committed by Licensee or Licensee's employees, or invitees shall be reported immediately to Licensor, and Licensor shall

provide its own vendor to correct the damage(s) at Licensee's expense.

ii. Steps Improvement Area. Licensee, at its expense, shall: (i) cause the Steps to be properly permitted no later than sixty (60) days from the Effective Date of this License; (ii) maintain and keep in good, sound and clean condition the Steps Improvement Area including the Steps during the Term; and (iii) promptly remove the Steps upon termination of this License for any reason, as set forth in Section 14 below.

8. Signs. Licensee shall not attach, letter or paint any signs to or upon the License Area without the written consent of Licensor. Licensor, however, reserves the right to attach, letter or paint any sign to or upon the License Area as Licensor sees fit.

9. Insurance. Licensee shall obtain and maintain during the term of this License, at its sole cost and expense, a policy of commercial general liability insurance on an "occurrence basis" against claims for personal injury including bodily injury and death and broad form property damage, operations hazards, and contractual liability in limits not less than Two Million and 00/100 Dollars (\$2,000,000.00) inclusive. The policy shall name Licensor as an additional insured and shall provide that it can only be amended or terminated upon thirty (30) days prior written notice to Licensor. Licensee shall deliver to Licensor an original certificate of insurance evidencing such coverage within two (2) business days following execution of this Agreement. All required insurance policies shall contain language that the insurance policy may not be canceled without thirty (30) days prior written notice to Licensor. Licensee shall deliver to Licensor evidence of such insurance upon the execution of this License and provide Licensor with copies of all renewals thereof at least thirty (30) days prior to the termination of the existing policies. All insurance policies shall be issued by companies licensed to do business and in good standing in the State in which the Property is located.

10. Default. In the event Licensee shall fail to comply with any term, provision or condition of this License and Licensee does not cure such failure to Licensor's satisfaction within twenty-four (24) hours after notice thereof from Licensor, Licensor shall have the right to immediately terminate this License by providing written notice thereof to Licensee. Upon revocation or termination of this License, Licensee, at its sole cost and expense, shall surrender the License Area to Licensor in good and clean condition and order.

11. Indemnification. Licensee shall indemnify, defend and hold Licensor, and its affiliated companies, officers, directors, employees, tenants and agents (the "Indemnified Parties"), harmless from and against any and all claims for liability, costs, claims, losses, injury, death, damages, judgments or expenses (including reasonable attorneys' fees) incurred or suffered by the Indemnified Parties as a result of or in connection with (i) any death, personal injury or property or business damage in, on or about the License Area and the Property, including the building and any improvements located thereon, caused in whole or in part by Licensee, its employees or invitees, (ii) the use of the License Area by Licensee, its employees or invitees, (iii) any default by Licensee under the terms and conditions of this License and (iv) any act or omission of Licensee, its employees or its invitees. This provision shall survive any expiration or termination of this License.

12. Licensor's Liability. Licensor shall not be responsible for any defect or change in the condition of the License Area or the Property, or the failure to make any repairs to the License Area or the Property, or for any resulting damage to person or property occurring in the License Area or on the Property, or the acts or omissions of tenants or licensees on the Property. All personal property of Licensee and its invitees in, on or about the License Area and the Property shall be and remain at Licensee's sole risk and Licensor shall not be liable for damage to any such property as a result of theft or misplacement nor for any death, injury, loss or damage to persons or property occurring in the License Area or in, on or near the Property, the building and improvements thereon.

13. Relocation. Licensor reserves the right to relocate all or any portion of the License Area, if necessary, at any time, in connection with Licensor's operations on the Property.

14. Surrender. Upon revocation or termination of this License, Licensee, at its expense, shall surrender possession of the License Area to Licensor in good and clean condition and order. License shall remove the Steps upon revocation or termination of this License, no later than the last day of the Term or within five (5) days of notice of revocation or termination occurring prior to the expiration of the Term. Any personal property remaining in the License Area after any such revocation or termination shall become the personal property of Licensor, who shall be entitled to remove, tow, sell or otherwise dispose of such personal property.

15. Assignment And Sublicense. Licensee shall not assign, sublicense or otherwise transfer its interests in this License.

16. Attorney's Fees and Costs. If either party is in default under this License necessitating the other party to incur attorney's fees to enforce the terms of this License, the party deemed to be at fault in any court action pertaining to a default under this License shall be liable for and pay the prevailing party in such litigation, all reasonable attorneys' fees and costs incurred by the prevailing party including not only those at the trial court level, but all appellate and post judgment proceedings.

17. Assumption of Risk by Licensee. Licensee assumes all risks of any damage to Licensee's property in connection with this License.

18. Entire Agreement. This License and any exhibits attached hereto set forth the entire agreement between the parties hereto with respect to Licensee's right to use the License Area. There are no promises, agreements or understandings, whether oral or written, between the parties regarding such matters other than as set forth in this License. Any amendment or modification to this License shall not be binding upon either party unless such amendment or modification is reduced to writing and signed by both parties. This License does not create a partnership, agency or joint venture relationship between Licensor and Licensee for any purpose.

19. Captions. The captions of the sections of this License are not part of the context of this License and shall be ignored in construing this License. They are intended only as aids in locating various provisions of this License.

20. Severability. Each provision contained in this License shall be independent and severable from all other provisions hereof and the invalidity of any such provision shall in no way affect the enforceability of the other provisions hereof.

21. Governing Law; Venue. This License shall be governed by and construed in accordance with the laws of the jurisdiction in which the Property is located without regard to conflict of laws principles. The venue for any proceeding pertaining to this License shall lie in the County in which the Property is located.

22. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor and Licensee, and their respective legal representatives, successors and assigns, if permitted.

23. Notices. All notices and communications under this License required to be in writing shall be signed by a duly authorized representative of the party sending the same and shall be deemed effective when delivered by electronic mail or personally or on the next business day after being sent by a guaranteed

overnight delivery service (such as Federal Express or UPS) or on the third (3rd) day after being sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Licensor: Truist Bank
 Attn: Lease Administration
 101 N. Cherry Street, Suite 710
 Winston-Salem, NC 27101
 Re: Property ID #100838
 Email: RealEstateServices-LeaseAdministration@truist.com

If to Licensee: CAJUN BISTRO CAFÉ & MARKET
 Attn: Sptin Miftari
 5409 Colleyville Blvd,
 Colleyville, TX 76034
 Email: robertmartin0528@gmail.com

Either party may change its address by giving written notice of such change to the other party in the manner provided herein. Until any such written notice is actually received, the most recent address of record shall be deemed to continue in effect for all purposes.

24. No Brokers. Licensor and Licensee represent and warrant to each other that there are no claims for brokerage commissions or finder's fees in connection with the execution of this License. Licensor and Licensee agree to indemnify, defend and hold the other party harmless from and against all liabilities, expenses, fees, commissions and/or costs (including reasonable attorneys' fees) arising from any such claims asserted by anyone claiming by, through or against the indemnifying party.

25. No Partnership. Nothing contained in this License shall be construed as creating a partnership or joint venture between Licensor and Licensee.

26. Authorization. Each party to this License hereby represents that this License has been duly authorized, executed and delivered by all necessary action on behalf of such party, constitutes the valid and binding agreement of such party and is enforceable in accordance with its terms.

27. Waiver of Jury Trial. Licensor and Licensee hereby waive, to the extent permitted by law, the right to trial by jury in any action or proceeding or counterclaim between the parties hereto, or their successors or permitted assigns, arising out of or in any way connected with this License or any of its provisions, Licensee's use or occupancy of the Parking Spaces and/or any claim of injury or damage.

28. OFAC Disclosure. Licensee represents and warrants to Licensor (i) that neither Licensee nor any person or entity that directly or indirectly owns any interest in Licensee nor any of its officers, directors or managing members is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the U.S. Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (ii) that Licensee's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that throughout the Term of this License, Licensee shall comply with the Executive Order and with the Money Laundering Act.

29. Counterparts. This License may be executed in any number of separate counterparts by the parties hereto, each of which, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Any signature page from any such counterpart may be attached to any other counterpart to complete a fully executed counterpart of this License. Signatures to this License (or to any assignment or amendment to this License) transmitted in a commonly accepted electronic format that reproduces an image of the actual executed signature page shall be deemed a binding original and shall have the same legal effect, validity, and enforceability as a manually executed counterpart of the document to the extent and as provided for in the Federal Electronic Signatures in Global and National Commerce Act and the applicable state law based on the Uniform Electronic Transactions Act. In no event shall any party be obligated hereunder unless and until this License has been fully executed and delivered by all parties hereto.

30. Effective Date. "Effective Date" shall mean the last day that this License is executed by both Licensors and Licensee as set forth on the signature page hereof.

31. Time of the Essence. Time shall be of the essence as to all periods and time referred to in this License and all special provisions pertaining thereto, if any.

32. Non-Recording of License. This License shall not be recorded, and any recordation thereof by Licensee shall automatically terminate the License without notice.

33. Automatic Rescission. This Amendment shall be automatically rescinded and shall be null and void in the event this Amendment has not been fully-executed and delivered by all parties hereto within thirty (30) days after the date this Amendment is executed by the first of the parties to execute on the signature page hereof, TIME BEING OF THE ESSENCE.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Licensee and Licensors have executed or caused this License to be executed on their behalf by their duly authorized representatives as of the Effective Date.

LICENSOR:

TRUIST BANK,
a North Carolina banking corporation

By: [Signature]
Name: Ryan Schuetz
Title: Vice President
Date: 5/1/23

LICENSEE:

CAJUN BISTRO CAFE & MARKET

By: [Signature]
Name: Spina Mifflin
Title:
Date: 04/25/2023

ACKNOWLEDGEMENTS

State of

County of Cherokee

This instrument was acknowledged before me on May 1, 2023 (date) by Ryan Schvertz,
Vice President (name of officer), (title of officer) of **TRUIST BANK**, a North Carolina banking
corporation, on behalf of said corporation.

(Personalized Seal)



Kay Covey
Notary Public's Signature

Exhibit A

Depiction of Licensor's Property and Licensee's Property

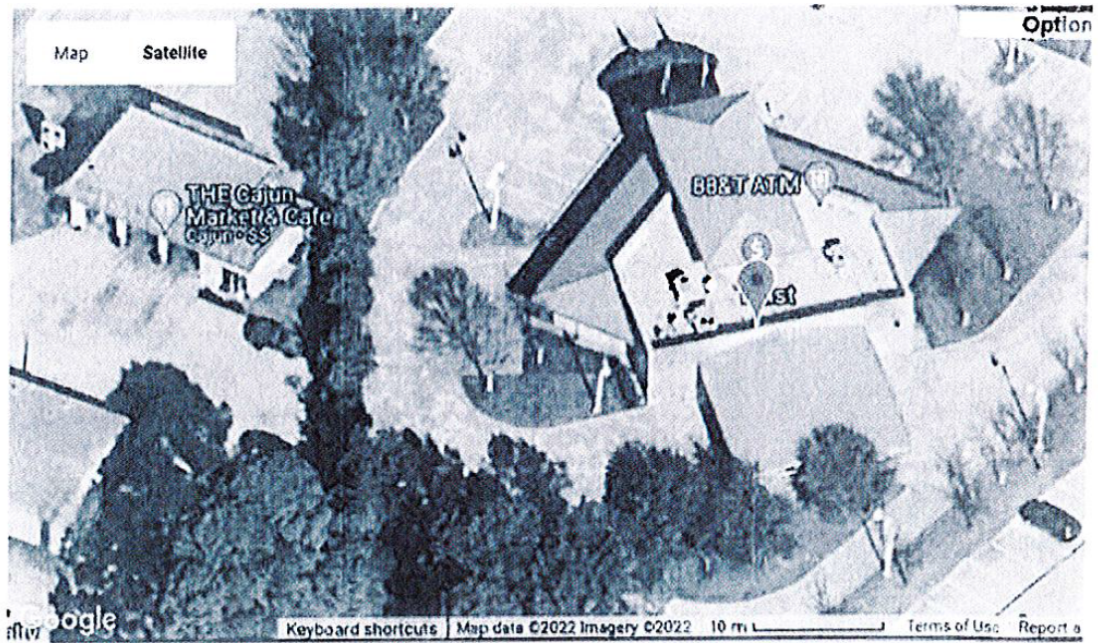
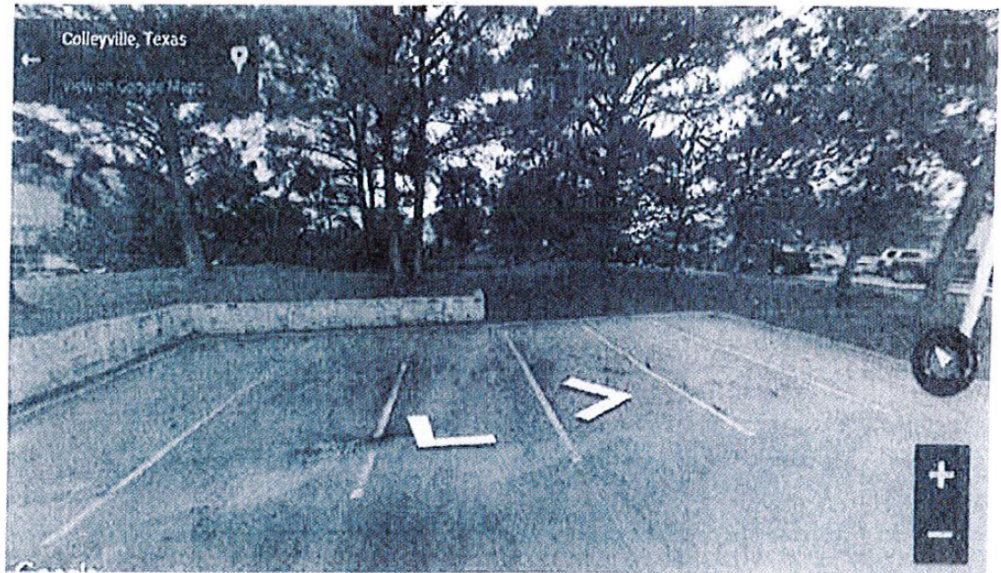


Exhibit B

Parking Spaces

Depiction of 6 of 9 Parking Spaces



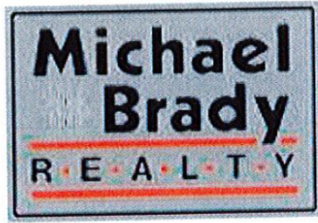
Depiction of 3 of 9 Parking Spaces



Exhibit C

Depiction of the Steps





December 13th, 2022

RE: Overflow parking for The Cajun Bistro Café & Market

This is to confirm that I am allowing overflow parking in our parking lot for the Cajun Bistro Café & Market located next door at 5409 Colleyville Blvd.

We are willing to work with them to help them be successful in their new business.

Seline and Tim are the type of Business owners that Colleyville needs more of.

Please feel free to contact me if you have any questions or concerns.

Thanks,

A handwritten signature in black ink, appearing to read "Michael Brady", is written over the printed name below.

Michael Brady, Broker/Owner

RESOLUTION R-23-4858

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JULY 6, 2023**

WHEREAS, City Council has taken action on certain items on the agenda under Business.

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

Sec. 1. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 6TH DAY OF JULY 2023.

Mayor Bobby Lindamood _____
Brandi Elder, Place 1 _____
Scotty Richardson, Place 3 _____
Chuck Kelley, Place 5 _____

Mayor Pro Tem Callie Rigney _____
George Bond, Place 2 _____
Ben Graves, Place 4 _____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor