



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, JULY 18, 2023

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

CALL TO ORDER

- WS-1** Discussion of the FY2024-2028 Draft CIP
- WS-2** Discussion of the Stormwater Master Plan
- WS-3** Discussion of the July 18, 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

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 Shelley Poole, Journey 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-23-4859**
- 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-23-4860**
 - 4a** Approval of the minutes of the regular City Council meeting of July 6, 2023
 - 4b** Approval of a Professional Services Agreement with Freese and Nichols, Inc. for development of construction documents and bidding assistance for Heroes Park and authorizing the City Manager to execute the agreement
- 5. ITEMS NOT FOR CITY COUNCIL ACTION**
 - 5a** Monthly Financial Report - June 2023
- 6. ORDINANCE(S): SECOND READING AND PUBLIC HEARING**
 - 6a 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
- 7. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**
 - 7a Ordinance O-23-2246**
Approval of the Fiscal Year 2024 Colleyville Crime Control and Prevention District budget
- 8. CITIZEN COMMENTS**
- 9. REPORTS**
Planning and Zoning Commission Meeting Minutes - June 12, 2023
Planning and Zoning Commission Worksession Meeting Minutes - June 26, 2023

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, JULY 18, 2023 - READING AND PUBLIC HEARING - RESOLUTION R-23-4861

11. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, July 14, 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 817.503.1130, and reasonable accommodations will be made to assist you.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-1

Agenda Date 7/18/2023

Type Worksession

Department Finance

Title

Discussion of the FY2024-2028 Draft CIP

Explanation

This item will provide an overview of the draft FY2024-2028 CIP.

Attachments

1. CIP FY24 Presentation
2. CIP Presentation Data

Capital Improvement Program (CIP) Presentation and Discussion

City Council Worksession

July 18, 2023

What is a CIP?

Capital Improvement Program (CIP)

- A short-range, rolling plan, usually three to five years out, which identifies capital projects and provides a planning schedule, including funding options

The Benefits of a CIP Include:

- Provides the link between the strategic plans and the City's annual budget
- Supports the City's long term goals and vision
- Focuses on preserving the City's infrastructure while ensuring the efficient use of public funds

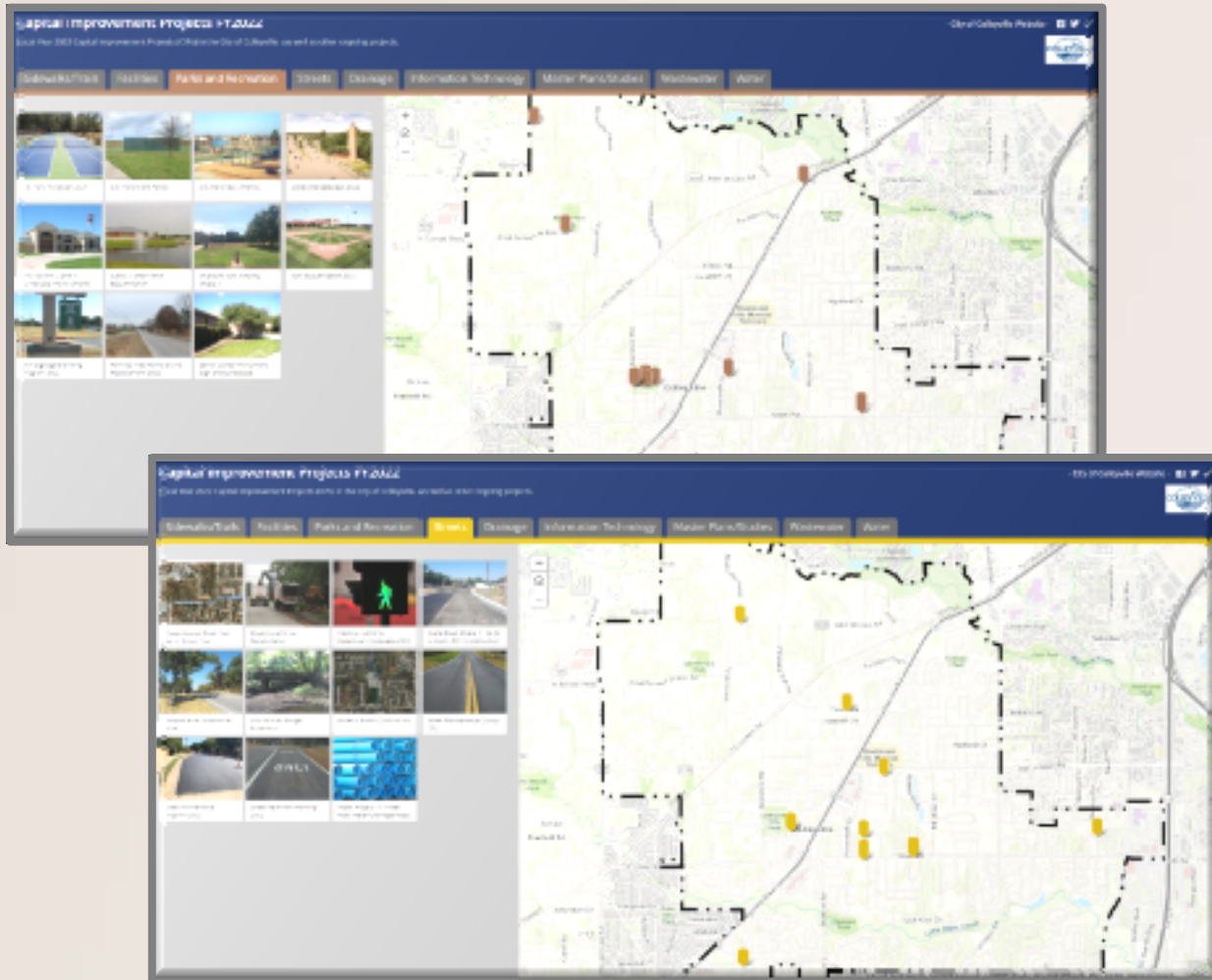
Several factors are considered when projects are considered for funding in the Capital Improvement Program

- Condition of asset (PCI for Streets)
- Risk management
- Long term vision (Master Plans)
- Available funding sources
- Use of asset (Average Daily Traffic for Streets)
- Classification of asset (Local or Non-local Street)
- Considerations of the benefit of the project
- All projects receive final approval by City Council

Interactive Map



Capital Improvement Projects Interactive Map



- The City of Colleyville Website has an interactive map which provides detailed information regarding each of the current capital projects
- The map will be updated to include the proposed FY2023 projects once adopted

www.colleyville.com

Department Highlights FY23 - Facilities



**City Hall/Justice Center
Painting and Stone Repair**
Contract Award
\$679,389.25



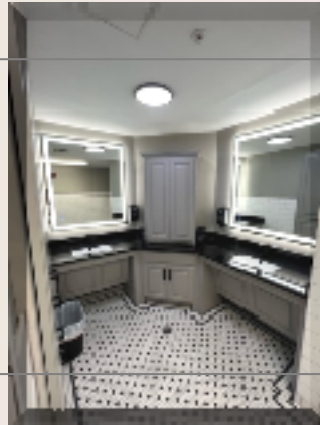
**Historic Fire Station
Renovation
Before**



**Historic Fire Station
Renovation
After**
Costs for Materials and Roofing
\$176,114



Senior Center Renovation
Contract Award
\$3,431,000



Fire Station 3 Renovation
Costs for Materials and Roofing
\$160,528



Department Highlights FY23 - Parks and Recreation



Colleyville Gateways
Contract Amount
\$8,367,316



City Park Tennis Lights Replaced to LED Lights
Contract Amount
\$35,377



Overland Park
Playground with pour-in-place surface, irrigation, grass and trees
Contract Amount
\$208,637



Perry Weather Lightning Warning System
Reagan Park
Contract Amount
\$14,778



Department Highlights FY23 – Sidewalks/Trails



Glade Road

Sidewalk/Trail Connection
Colleyville Boulevard to Pool Road



Sidewalk Connectivity

Design Contract Amount
\$95,000

Westcoat Drive

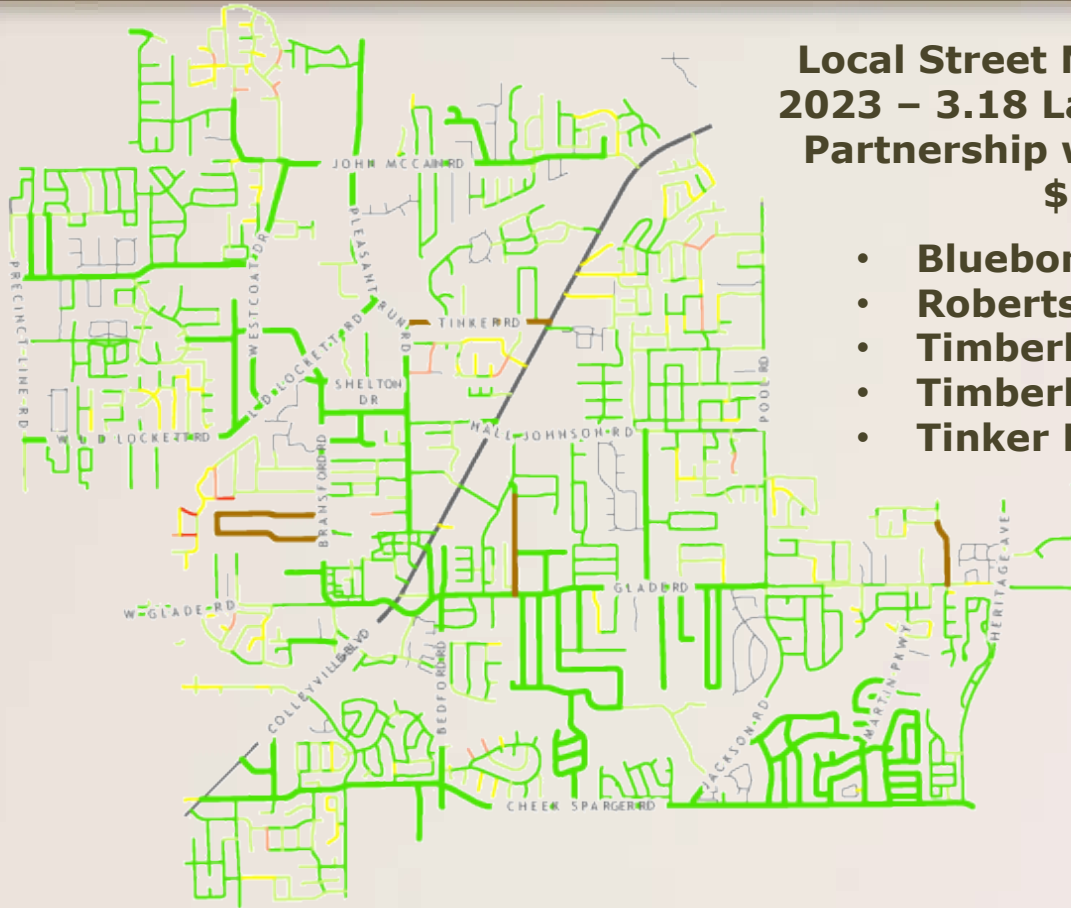
Connection from existing sidewalk at
White Drive to LD Lockett Road /
Cotton Belt Trail (1,900 lf)



McDonwell School Road

Connection from Herbert Road to
the existing sidewalk to the East at
Montreaux Avenue (700 lf)

Department Highlights FY23 - Streets



Local Street Maintenance Project 2023 – 3.18 Lane Miles Resurfaced Partnership with Tarrant County \$705,770

- Bluebonnet Drive
- Roberts Road
- Timberline Drive N
- Timberline Drive S
- Tinker Road

Glade Road at Bluebonnet Contract Award \$1,560,819



Glade Road PH2 Contract Award \$14,273,642

Cheek-Sparger TxDOT Grant Funded Project

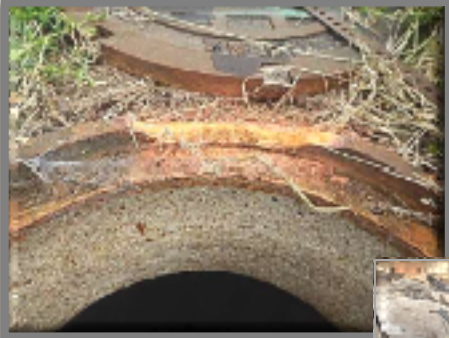


82.7 Average Network PCI
(based on 2017 Report)

86.18 Current Average Network PCI
(Weighted Average)

New Assessment Fall 2023

Department Highlights FY23 – Utility Infrastructure



WW Project 10: Rehabilitation of Priority 2 Manholes

Budget Amount
\$150,000



Water Project 18: Pecan Park Estates - Design

Contract Award
\$168,000

Woodbriar and Quail Crest Water/Wastewater PHI - Design

Contract Award
\$394,196



Overland Trail Lift Station Emergency Generator

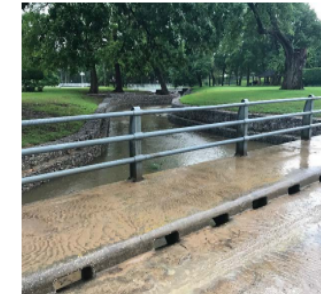
Contract Award
\$67,732



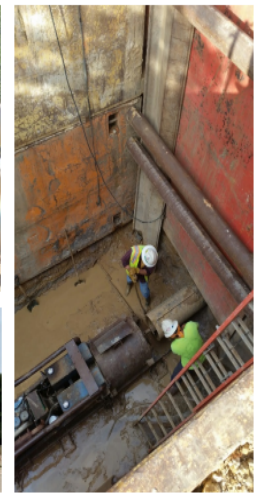
The Proposed Five Year CIP

The Proposed Fiscal Year 2024-2028 Capital Improvement Program

- The program identifies planned projects for the next five years, based on funding availability, and a schedule for completion
- The CIP provides an opportunity to consider all of the City's capital needs in the coming years and determine the priority of each, as well as whether available funding resources are sufficient to support those expenditures



Fiscal Year 2024 –
2028 CAPITAL
IMPROVEMENT
PROGRAM



FY24 Projects



Drainage and Utilities	CIP Amount
Lead and Copper Rule Revision Professional Svcs	\$46,000
Preston Manor Low-Pressure Plane Conversion	\$95,000
Woodbriar and Quail Crest Phase II Design	\$250,000
Drainage Improvements FY24	\$300,000
Reserve Lift Station Rehab	\$470,000
Pecan Park Estates Phase I	\$600,000
Jackson Road Waterline Relocation	\$750,000
Woodbriar and Quail Crest Phase I Construction	\$3,700,000
Drainage Total	\$6,211,000

Streets	CIP Amount
Parking Facility Pavement Marking (annual)	\$50,000
Tree Removal (annual)	\$75,000
Street Pavement Marking (annual)	\$100,000
Glade Road and Roberts Road Intersection	\$650,000
Street Maintenance Allotment (annual)	\$1,000,000
Cheek-Sparger County Bond Project Design	\$2,000,000
Tinker Road Water/Drainage/Road Reconstruction	\$2,125,000
Streets Total	\$6,000,000

Facilities	CIP Amount
Awning – Parks Vehicles	\$100,000
Plaza Stone Restoration	\$125,000
Webb House Siding and Caboose Painting	\$150,000
Fire Station #2 Interior Renovation	\$250,000
Justice Center Improvements (Bitumen roof, backup generator, interior renovations)	\$1,250,000
Facilities Total	\$1,875,000

Trails/Sidewalks	CIP Amount
Montclair Sidewalk Design	\$120,000
Bransford Sidewalk	\$1,100,000
Trails/Sidewalks Total	\$1,220,000

Note: Some projects listed are multi-year and/or multi-fund projects

FY24 Projects



Vehicles and Equipment	CIP Amount
Adobe Creative Cloud Licensing Migration	\$12,000
Air Compressor	\$30,000
Office 365 Renewal	\$50,000
Cybersecurity Server/Endpoint Solution	\$50,000
Skid Steer	\$78,000
License Plate Readers	\$100,000
Estimated Vehicle Leases	\$315,000
Vactor Truck	\$465,000
Vehicles and Equipment Totals	\$1,100,000



Parks and Recreation	CIP Amount
Parks Beautification (annual)	\$50,000
Wayfinding Signage/Digital Agenda	\$160,000
Woodbriar Park Improvements	\$200,000
Rec Center Fence/Signage	\$350,000
Kimzey Park Improvements	\$425,000
Recreation Center Roof Repair	\$600,000
McPherson Park Improvements	\$610,000
Recreation Center Renovations	\$1,500,000
Green Ribbon Beautification Project	\$1,920,000
Parks and Recreation Total	\$5,815,000



Funding Summary



General Capital Projects Fund

- Operating Transfers (Gen. Fund)
- Grants
- Impact Fees
- Available Balance

CEDC Fund

- Sales Tax
- Grants
- Available Balance

Tax Increment Financing Fund

- Property Taxes
- Grants
- Available Balance

Other Special Revenue Funds

- Voluntary Park Contributions
- Voluntary Library Contributions
- Parkland Dedication fees
- Available Balance

Funding Summary



Utility Capital Projects Fund

- Capital Project Fees
- Operating Transfers
- Grants
- Impact Fees
- Available Balance

Drainage Capital Fund

- Operating Transfers
- Grants
- Available Balance

Projected Ending Balances



Capital Fund Balances	FY24		FY25		FY26		FY27		FY28	
<i>Capital Projects Fund</i>	\$	1,556,743	\$	3,230,566	\$	2,193,335	\$	851,104	\$	2,608,873
<i>Grants</i>	\$	-	\$	-	\$	-	\$	-	\$	-
<i>TIF</i>	\$	873,780	\$	596,680	\$	140,789	\$	684,486	\$	1,481,227
<i>Drainage Capital Fund</i>	\$	850,601	\$	651,603	\$	909,028	\$	639,279	\$	642,505
<i>Capital Utility Fund</i>	\$	8,479,481	\$	7,489,327	\$	4,374,174	\$	1,059,021	\$	3,843,867
<i>Tomorrow Fund Colleyville</i>	\$	555	\$	555	\$	555	\$	555	\$	555
<i>Voluntary Park Fund</i>	\$	962,681	\$	542,681	\$	322,681	\$	502,681	\$	682,681
<i>Voluntary Library Fund</i>	\$	565,128	\$	465,128	\$	465,128	\$	465,128	\$	635,128
<i>Parkland Dedication Fund</i>	\$	311,035	\$	211,035	\$	211,035	\$	211,035	\$	211,035
<i>Vehicle/Equipment Replacement</i>	\$	2,108,089	\$	1,486,795	\$	1,065,501	\$	1,264,207	\$	992,913
Total	\$	15,708,094	\$	14,674,370	\$	9,682,226	\$	5,677,496	\$	11,098,784

Questions and Discussion

Project Year	Project Title	Category	Adopted Budget	CEDC	Capital Projects Fund	Grants	TIF	Drainage Capital Fund	Capital Utility Fund	Capital Utility - Water Impact	Capital Utility - Wastewater Impact	Crime Control and Prevention	Tomorrow Fund Colleyville	Voluntary Park Fund	Voluntary Library Fund	Parkland Dedication Fund	Vehicle/Eq Replacement Fund	Parks Tomorrow Fund
FY24 beginning Balance			\$ 35,626,138.95	\$ 6,595,551.30	\$ 6,394,027.41	\$ (975,619.42)	\$ 638,780.18	\$ 1,306,844.25	\$ 8,928,399.76	\$ 3,508,453.58	\$ 710,368.01	\$ 3,208,257.66	\$ 555.00	\$ 1,113,181.00	\$ 565,128.03	\$ 640,535.19	\$ 2,063,383.00	\$ 928,294.00
Project Year	Project Title	Category	Adopted Budget	CEDC	Capital Projects Fund	Grants	TIF	Drainage Capital Fund	Capital Utility Fund	Capital Utility - Water Impact	Capital Utility - Wastewater Impact	Crime Control and Prevention	Tomorrow Fund Colleyville	Voluntary Park Fund	Voluntary Library Fund	Parkland Dedication Fund	Vehicle/Eq Replacement Fund	Parks Tomorrow Fund
2024	Annual Street Maintenance	Maintenance/Rehab	\$ 500,000	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Annual Street Maintenance	Maintenance/Rehab	\$ 250,000	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Annual Street Maintenance	Maintenance/Rehab	\$ 250,000	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Annual Street Maintenance Total		\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Cheek-Sparger County Bond Project - Design	Roads	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Cheek-Sparger County Bond Project Total		\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Facilities Rehabilitation - Webb House Siding / Caboose Painting	Facilities	\$ 150,000	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Facilities Rehabilitation - Awning - Parks Vehicles	Facilities	\$ 100,000	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Facilities Rehabilitation - Plaza Stone Restoration	Facilities	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Facilities Rehabilitation - Fire Station 2 Interior Renovation	Facilities	\$ 250,000	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Facilities Rehabilitation Total		\$ 625,000.00	\$ 100,000.00	\$ 400,000.00	\$ -	\$ 125,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Drainage Improvements - Annual Allotment	Drainage	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Drainage Improvements Total		\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Office 365 (3-year renewal, \$50k)	Vehicles/Equipment	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -
2024	Cybersecurity Server/Endpoint Solution	Vehicles/Equipment	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -
2024	Air Compressor	Vehicles/Equipment	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Estimated Annual Purchases (incl. Parks Skid Steer)	Vehicles/Equipment	\$ 393,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 393,000.00	\$ -
2024	Vector Truck	Vehicles/Equipment	\$ 465,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 465,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Adobe creative cloud licensing migration	Vehicles/Equipment	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -
2024	VERF Purchases Total		\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 495,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 505,000.00	\$ -
2024	Justice Center Improvements - Backup Generator	Facilities	\$ 500,000	\$ -	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Justice Center Improvements - Interior Renovation	Facilities	\$ 500,000	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Justice Center Improvements - Bitumen Roof	Facilities	\$ 250,000	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Justice Center Improvements Total		\$ 1,250,000.00	\$ -	\$ 750,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	License Plate Readers	Vehicles/Equipment	\$ 100,000	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	License Plate Readers Total		\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Kimzey Park Improvements	Parks Facilities	\$ 425,000	\$ 425,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Kimzey Park Improvements Total		\$ 425,000.00	\$ 425,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	McPherson Park Improvements	Parks Facilities	\$ 610,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280,500.00	\$ -	\$ 329,500.00	\$ -	\$ -
2024	McPherson Park Improvements Total		\$ 610,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280,500.00	\$ -	\$ 329,500.00	\$ -	\$ -
2024	New Park Amenity - Rec Center Fence/Signage	Parks Facilities	\$ 350,000	\$ -	\$ -	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00
2024	New Park Amenity Total		\$ 350,000.00	\$ -	\$ -	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00
2024	Park Beautification - Annual Allotment	Beautification	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -
2024	Park Beautification Total		\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -
2024	Public Works Annual Maintenance (Non-Roads)	Maintenance/Rehab	\$ 100,000	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Public Works Annual Maintenance (Non-Roads)	Maintenance/Rehab	\$ 75,000	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Public Works Annual Maintenance (Non-Roads)	Maintenance/Rehab	\$ 50,000	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Public Works Annual Maintenance (Non-Roads) Total		\$ 225,000.00	\$ -	\$ 225,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Recreation Center - Renovation	Parks Facilities	\$ 1,500,000	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Recreation Center - Roof Repair	Parks Facilities	\$ 600,000	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Recreation Center Total		\$ 2,100,000.00	\$ -	\$ 2,100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Water Project 11: Tinker Road Water/Drainage/Road Reconstruction	Roads	\$ 2,125,000	\$ -	\$ 250,000.00	\$ -	\$ 650,000.00	\$ 300,000.00	\$ -	\$ 625,000.00	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Water Project 11: Tinker Road Water/Drainage/Road Reconstruction Total		\$ 2,125,000.00	\$ -	\$ 250,000.00	\$ -	\$ 650,000.00	\$ 300,000.00	\$ -	\$ 625,000.00	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Water Project 18: Pecan Park Estates - Phase I	Utilities	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Water Project 18: Pecan Park Estates Total		\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	CSO Digital Agenda	Misc.	\$ 10,000	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Wayfinding Signage	Misc.	\$ 150,000	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Signage Total		\$ 160,000.00	\$ -	\$ 160,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Woodbriar and Quail Crest Water/WW - PH I Construction	Utilities	\$ 3,700,000	\$ -	\$ -	\$ -	\$ -	\$ 3,700,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Woodbriar and Quail Crest Water/WW - PH II Design	Utilities	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Woodbriar and Quail Crest Water/WW Total		\$ 3,950,000.00	\$ -	\$ -	\$ -	\$ -	\$ 3,950,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Woodbriar Park Improvements	Parks Facilities	\$ 200,000	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Woodbriar Park Improvements Total		\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Reserve Lift Station Rehab	Utilities	\$ 470,000	\$ -	\$ -	\$ -	\$ -	\$ 470,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Reserve Lift Station Rehab Total		\$ 470,000.00	\$ -	\$ -	\$ -	\$ -	\$ 470,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Lead and Copper Rule Revision Professional Services	Utilities	\$ 46,000	\$ -	\$ -	\$ -	\$ -	\$ 46,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Lead and Copper Rule Revision Professional Services Total		\$ 46,000.00	\$ -	\$ -	\$ -	\$ -	\$ 46,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Preston Manor Low-Pressure Plane Conversion	Utilities	\$ 95,000	\$ -	\$ -	\$ -	\$ -	\$ 95,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Preston Manor Low-Pressure Plane Conversion Total		\$ 95,000.00	\$ -	\$ -	\$ -	\$ -	\$ 95,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Jackson Road Waterline Relocation	Utilities	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Jackson Road Waterline Relocation Total		\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	SH26 Pavement Condition Assessment	Roads	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	SH26 Pavement Condition Assessment Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Green Ribbon Beautification - 2024	Beautification	\$ 1,920,000	\$ -	\$ -	\$ 1,200,000.00	\$ 720,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Green Ribbon Beautification - 2024 Total		\$ 1,920,000.00	\$ -	\$ -	\$ 1,200,000.00	\$ 720,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Bransford Sidewalk	Trails/Sidewalks	\$ 1,100,000	\$ -	\$ 1,100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Bransford Sidewalk Total		\$ 1,100,000.00	\$ -	\$ 1,100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Montclair Sidewalk-Design	Trails/Sidewalks	\$ 120,000	\$ -	\$ 120,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Montclair Sidewalk-Design Total		\$ 120,000.00	\$ -	\$ 120,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Glade and Roberts Intersection	Roads	\$ 650,000	\$ -	\$ 325,000.00	\$ -	\$ 325,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Glade and Roberts Road Intersection Total		\$ 650,000.00	\$ -	\$ 325,000.00	\$ -	\$ 325,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Grand Total		\$ 22,221,000.00	\$ 725,000.00	\$ 6,530,000.00	\$ 1,700,000.00	\$ 3,970,000.00	\$ 1,200,000.00	\$ 5,806,000.00	\$ 625,000.00	\$ 300,000.00	\$ -	\$ -	\$ 330,500.00	\$ -	\$ 329,500.00	\$ 505,000.00	\$ 200,000.00
	Non-Project Costs																	
	Operating Budget	Misc.	\$ 6,011,612	\$ 2,540,920.69	\$ -	\$ -	\$ 715,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,585,691.23	\$ -	\$ -	\$ -	\$ 170,000.00	\$ -	\$ -
	Transfers Out		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Economic Development	Misc.	\$ 1,500,000	\$ -	\$ -	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Misc	Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Total Non-Project Costs		\$ 7,511,611.92	\$ 2,540,920.69	\$ -	\$ -	\$ 2,215,000.00	\$ -	\$ -	\$ -								

[illegible]

[illegible]



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 7/18/2023

Type Worksession

Department Engineering

Title

Discussion of the Stormwater Master Plan

Explanation

This item provides an opportunity to review the goals and objectives of the City's Drainage Master Plan and provide direction for adoption of a drainage fee ordinance and development of a 5-year Drainage CIP based on revenue projections.

Attachments

1. Drainage Master Plan Presentation



City of Colleyville Drainage Master Plan

July 18, 2023

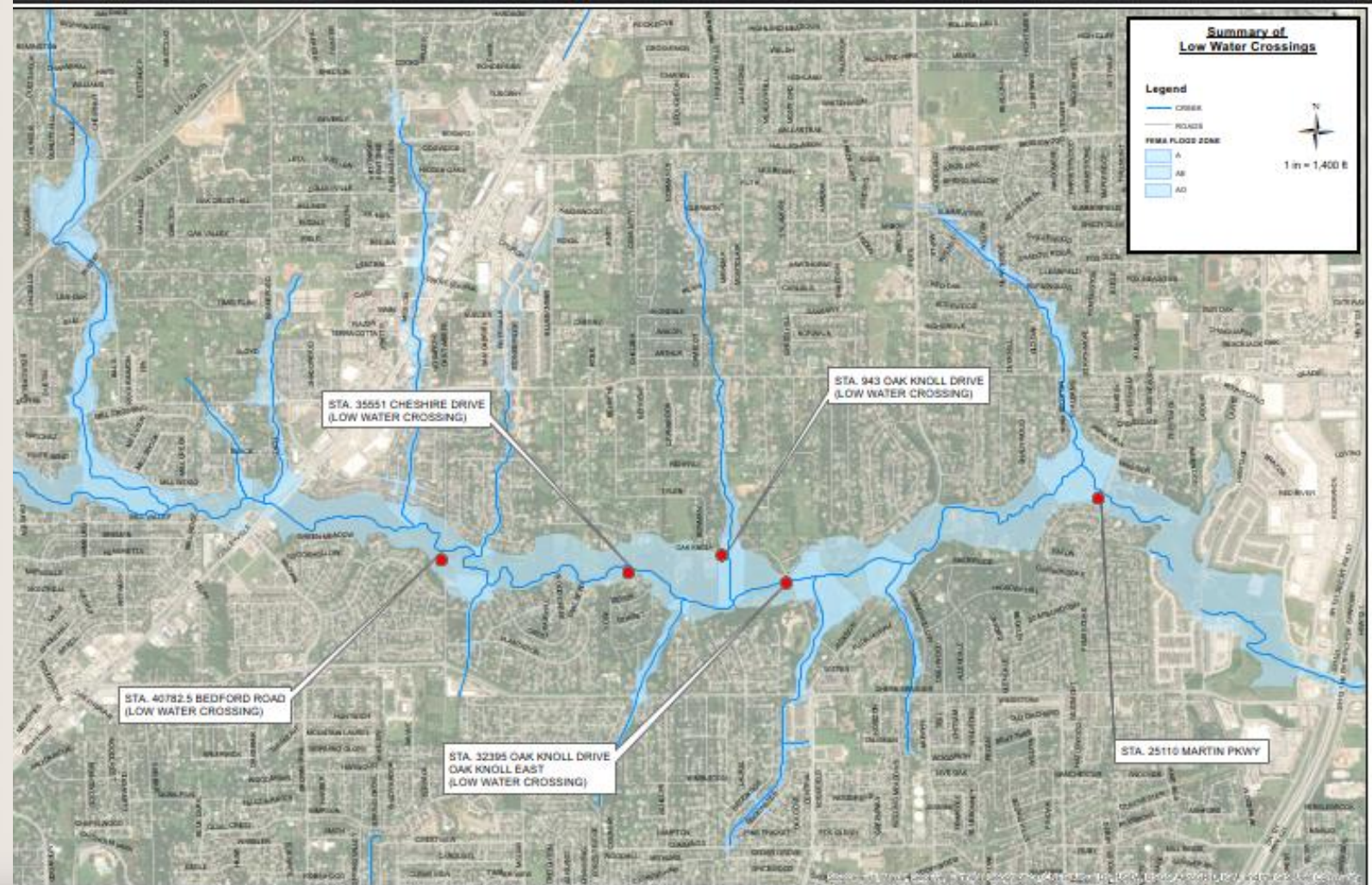
Purpose & Goals of Drainage Master Plan

- Identify and evaluate flood risks at public roadway crossings at FEMA designated creeks and tributaries
- Develop a Prioritized Implementation Plan
- Evaluate maintenance conditions of roadway culverts and erosion issues
- Provide a framework for the City to update annually



Components of Drainage Master Plan

- Prioritize crossings
- Neighborhood studies of drainage problem areas
- Provided conceptual design and construction costs
- Conceptual design used for grant funding opportunities



Next Steps

- Prioritization Implementation Plan - Complete
- Flat Drainage Fee Ordinance Adoption
- 5-Year Drainage CIP
 - based on Drainage Fee revenue projections



Drainage Fee Summary (next 3 years)

Land Use	Monthly Rate Per Lot or Tract Current	Monthly Rate Per Lot or Tract 10/01/2023	Monthly Rate Per Lot or Tract 10/01/2024	Monthly Rate Per Lot or Tract 10/01/2025
Residential	\$7.00	\$10.00	\$12.00	\$14.00
Land Use		Monthly Rate Per Acre 10/01/2023	Monthly Rate Per Acre 10/01/2024	Monthly Rate Per Acre 10/01/2025
Park	\$10.68	\$15.26	\$18.31	\$21.36
Church	\$15.25	\$21.79	\$26.14	\$30.50
School	\$24.40	\$34.86	\$41.83	\$48.80
Business Commercial – 1	\$24.40	\$34.86	\$41.83	\$48.80
*Business Commercial – 2	\$10.68	\$15.26	\$18.31	\$21.36
Industrial – 1	\$24.40	\$34.86	\$41.83	\$48.80
*Industrial – 2	\$10.68	\$15.26	\$18.31	\$21.36
Miscellaneous – 1	\$24.40	\$34.86	\$41.83	\$48.80
*Miscellaneous – 2	\$10.68	\$15.26	\$18.31	\$21.36

* These land use categories are applicable to business/commercial, industrial or miscellaneous land use, which does not require construction of impervious lot cover.



Upcoming Council Meeting Items

- **Adoption of the Drainage Fee Ordinance (set fee for next 3 years)**
 - August 1, 2023 (1st Reading)
 - August 15, 2023 (2nd Reading & Adoption)
- **Adoption of the Drainage Master Plan**
 - August 15, 2023
- **5-year Drainage CIP**
 - August 15, 2023 – presentation





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3	Agenda Date 7/18/2023
Type Worksession	
Department City Secretary	

Title

Discussion of the July 18, 2023, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 7/18/2023

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

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

RESOLUTION R-23-4859

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF JULY 18, 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 18TH 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

Callie Rigney
Mayor Pro Tem

RESOLUTION R-23-4860

**APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT
THE REGULAR CITY COUNCIL MEETING OF JULY 18, 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 July 6, 2023
 - b. Approval of a Professional Services Agreement with Freese and Nichols, Inc. for development of construction documents and bidding assistance for Heroes Park and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 18TH 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

Callie Rigney
Mayor Pro Tem



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

THURSDAY, JULY 6, 2023

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Thursday, July 6, 2023, at 5:32 p.m.

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

ABSENT: Councilmember Ben Graves.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Public Works Director Amber Beard, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Discussion of a Contract for Heroes Park Construction Documents

Assistant City Manager Adrienne Lothery presented this item which would provide for an agreement with Freese and Nichols to prepare construction documents for Heroes Park. Manager Lothery reviewed the approved conceptual plan for the park and reviewed the opinion of probable, construction costs, noting the costs do not include graphic/word design for the memorial, heroes, and history walls or the bronze statues and eternal flame sculpture.

There was discussion regarding if the tasks are concurrent or if there will be time for comments, if additional staff will be needed, and if the funding is from the TIF. Manager Lothery stated worksessions with the Council will be conducted as the design is at 30, 60, and 90%, thus allowing for comment. City Manager Jerry Ducay stated additional staff will not be needed as the area is a passive space and concurred the funding for the project is the TIF.

Approval of moving forward with a contract will be placed on a future City Council agenda.

WS-2 Discussion of the July 6, 2023, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood adjourned the Worksession at 5:46 p.m. and called the Executive Session to order.

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

There was no action taken and Mayor Lindamood adjourned Executive Session at 6:47 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:00 p.m. and called the roll.

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

ABSENT: Councilmember Ben Graves.

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

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS
Announcements of civic and charitable events
Presentation of calendar events and updates
Announcements of awards and recognition

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

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

Mayor Lindamood read Resolution R-23-4857 in its entirety.

Police Chief Michael Miller presented item 4b, noting this is Memorandum of Understanding 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. He also noted the second amendment was passed and approved in 2014, and this third amendment has been approved by Bedford, Grapevine, and Coppell and Colleyville, Hurst, and Euless are anticipating approval at their next meetings.

Mayor Lindamood opened and closed the public hearing without any speakers.

Mayor Pro Tem Rigney made a motion to approve Resolution R-23-4857, seconded by Councilmember Bond.

The motion was approved by the following vote:

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

Absent: 1 – Councilmember Graves

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

Mayor Lindamood read the caption of Ordinance O-23-2245.

Community Development Director Ben Bryner presented this item which is a request to reduce the parking required at the Cajun Bistro Café and Market and provide for a shared parking agreement with the adjacent bank.

There was discussion regarding the landscaped stairway from the bank lot, a drive in window, and landscaping.

The applicant Sptim Maftari and his representative Robert Martin were present to answer questions. Mr. Martin stated they would like the landscaped stairway to remain for convenience, there would be no walk-up window and they would be willing to enhance the landscaping.

There were no other questions.

Mayor Lindamood opened and closed the public hearing without any speakers.

This was a first reading, therefore no action was taken.

6. CITIZEN COMMENTS

Kathy Hadley, 204 Timberline Drive North, addressed the City Council.

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

This resolution was not needed.

8. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 7:43 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 18TH 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 7/18/2023

Number Resolution R-23-4860

Type Resolution

Department City Manager

Title

Approval of a Professional Services Agreement with Freese and Nichols, Inc. for development of construction documents and bidding assistance for Heroes Park and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

This agenda item provides for approval of a contract with Freese and Nichols, Inc. to prepare construction documents for Heroes Park. The contract was discussed at the July 6, 2023 Worksession, and the concept plan was developed by a committee of citizens with relevant experience and military backgrounds. The next phase of the project is detailed design engineering to develop construction documents which will be placed out for bid. This process is expected to take 9-12 months.

Financial Impact

The Heroes Park project is funded with available TIF dollars.

Recommendation

Approve

Attachments

1. Professional Services Agreement with Freese and Nichols, Inc., Heroes Park Construction Documents

**PROFESSIONAL SERVICES AGREEMENT
HEROES PARK FINAL DESIGN SERVICES**

This Professional Services Agreement ("Agreement") is made by and between the **City of Colleyville, Texas** ("City"), and **Freese and Nichols, Inc.** ("Professional") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires to engage Professional to perform certain work and services, hereinafter referred to only as "services", as further specified in the Scope of Services defined in Section 1 of this Agreement; and

WHEREAS, Professional has expressed a willingness to perform said services in conformance with this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services

Upon written notice to proceed by City, Professional agrees to provide to City Heroes Park Final Design Services ("Project"), as set forth in the Scope of Services attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Scope of Services"). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Professional completes the services required herein and the City has accepted the same, unless sooner terminated as provided in this Agreement.

Section 3. Professional's Obligations

(a) Performance of Services. Professional shall furnish and pay for all labor, tools, software, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Professional may engage the services of any agents, assistants, or other persons that Professional may deem proper to assist in the performance of the services under this Agreement; provided, that Professional shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) Site Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Professional to perform any necessary studies, surveys, tests or other required investigations in relation to the services; provided, that City shall have no obligation to (i) provide off-site access, (ii) provide access to private property for which City does not have an existing right to access, nor (ii) incur any costs associated with the access to be provided under this Agreement.

(c) Standard of Care. Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar

circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the services. Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

(d) Additional Services. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in **Exhibit A**, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(e) No Waiver of City's Rights. Neither City's review, approval, acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

(f) Independent Contractor. It is understood and agreed by and between the parties that Professional, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(g) Inspection of Records. Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional's Records (defined below) relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Professional agrees to retain Professional's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Professional's Records" shall include any and all information, materials and data of every kind and character generated in connection with the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records during regular business hours unless City has provided advance written notice of an alternate time. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities, and the current or former employees of Professional, to the extent deemed reasonably necessary by City or its designee(s), to perform such audit, inspection or examination.

(h) Certification of No Conflicts. Professional hereby warrants to the City that Professional has made full disclosure in writing of any existing or potential conflicts of interest related to Professional's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Professional hereby agrees immediately to make full disclosure to the City in writing.

(i) Hazardous Materials. Professional shall report the presence and location of any hazardous materials it notices or which an professional of similar skill and experience should have noticed to the City.

Section 4. Performance Schedule

(a) Time for Performance. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time in conformance with this Section 4 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 5. Documents

(a) Project Documents. All proposals, reports, studies, surveys, applications, drawings, plans, specifications, data, and other documents, whether in draft form or final form (including any electronic format) prepared by Professional and its employees, consultants, subcontractors, agents, or representatives (collectively referred to in this section as “Professional”) for the use and/or benefit of City in connection with this Agreement (“Project Documents”). Professional shall be deemed the authors of their respective component of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City’s request and in furtherance of this Agreement. City shall have full authority to authorize any contractor(s), subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional for the accuracy or competency of its designs, working drawings, specifications, or other documents; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or any other documents prepared by Professional.

(b) Professional’s Documents. All previously owned intellectual property of Professional, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Professional or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Professional to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (“Professional’s Documents”), shall remain the sole and exclusive property of Professional. Notwithstanding, Professional agrees that City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional’s Documents. City acknowledges that any reuse of Professional’s Documents without specific written verification or adaptation by Professional will be at City's sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as “Confidential” and/or “Proprietary – Trade Secret” at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by

Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing, Professional acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City (or other persons) in any materials provided to Professional by City. Additionally, any materials provided to Professional by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement if instructed to do so by City. In the event City delivers to Professional any information that has been expressly marked "Confidential" or has notified Professional is confidential or is the proprietary information of a third-party, Professional agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than as reasonably necessary in connection with Professional's performance of the services under this Agreement. Professional shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights. Notwithstanding, the foregoing confidentiality obligations shall not extend to and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order.

Section 6. Payment

(a) Compensation. Professional's compensation shall be as specified in the payment schedule set forth in **Exhibit A**; provided, that the total compensation under this Agreement shall not exceed SEVEN HUNDRED AND EIGHTY-EIGHT THOUSAND, EIGHT HUNDRED DOLLARS (\$788,800.00).

(b) Payment Terms. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in general conformance with the fee schedule set forth in **Exhibit A**, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed in writing, all payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within thirty (30) days of the City's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

(c) Deductions. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 7. Default; Force Majeure

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable written evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Professional. In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within ten (10) days from the date of City's written notice to Professional regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all services determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Professional.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating: (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination; Suspension

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional.

(c) Termination Following Request for Modification. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date.

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Professional shall have the right to terminate this Agreement if Professional if (i) Professional provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

Section 9. Insurance

Professional shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. Professional's obligation to provide acceptable certificates of insurance is a material condition precedent to this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required for the specific services under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. Indemnification; Notice.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, SERVANTS, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEES TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO

PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Professional shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Professional's acts or omissions under this Agreement and shall see to the investigation of such claims or demand at Professional's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such investigation without relieving Professional of any of its obligations hereunder. Professional's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

Section 11. Notice.

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. Verifications by Professional

Professional's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Professional agrees that the Agreement can be terminated if Professional knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Professional's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that Professional's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 13. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

For Professional:

CITY OF COLLEYVILLE, TEXAS

FREESE AND NICHOLS, INC.

By: _____
Jerry Ducay
City Manager

By: _____
Wendy Bonneau
Principal/Vice President

Date: _____

Date: _____

Notice Address:

City of Colleyville
Attn: City Manager
100 Main Street, 3rd Floor
City of Colleyville, Texas 76034
E: jducay@colleyville.com

Notice Address:

Freese and Nichols, Inc.
Attn: Wendy Bonneau
2711 N Haskell Ave., Ste. 3300
Dallas, Texas 75204
E: wendy.bonneau@freese.com

Colleyville Contract ID:
PSA_MM_July 6, 2023_v1.20220714

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT**PROJECT UNDERSTANDING**

Freese and Nichols, Inc. ("FNI") will perform professional design services for the City of Colleyville ("City") for developing construction documents for the Heroes Park Project in Colleyville, Texas. FNI will prepare construction documents including plans, specifications, and opinions of probable construction costs for Heroes Park for the purpose of bidding the work in accordance with City standards and budgets, as well as federal, state and local laws.

This scope of work includes landscape architectural, engineering, and environmental graphic design services. FNI will be joined by the sub-consultant firms of GHLA, Inc for the architectural and structural design services, Yaggi Engineering, Inc. for the lighting design and electrical engineering services, Greenscape Pump Services (GPSI) for water feature design, Datacom Design Group for Audio/Visual and security design, Alpha Testing, LLC. for the geotechnical investigation and D|G Studios, Inc (D|G) for the environmental graphic design on the project. The Heroes Park scope of work, park programming and fee schedule are based upon the Heroes Park Master Plan and preliminary construction budget of \$6,500,000 as identified and approved at a City Council work session which occurred on June 6, 2023.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

TASK 1 - PROJECT MANAGEMENT:

- A. Project Management
 - 1. Attend (virtual) kick-off and progress meetings as necessary with the City (up to 12).
 - 2. Monthly progress reporting and invoicing.
 - 3. Weekly internal tracking to keep the project on schedule and within budget.
 - 4. Implement quality review program and perform QA/QC on all client deliverables.
 - 5. Management of sub-consultant efforts and deliverables.

TASK 2 – SCHEMATIC DESIGN CONCEPT PLAN (30% CD):

- A. FNI will meet (Team Meeting #1) with the City to kick off the project and review and finalize the park programming elements.
- B. Based upon the Heroes Park Master Plan, topographic survey information and other existing information as provided by the City, FNI will summarize and prepare existing base maps, sheet layouts, and a plan sheet index for use in developing the Final Design Concept drawings for the

proposed park improvements. The Schematic Design Concept drawings will be prepared at an approximate 30% level of completion of Construction Documents.

- C. Based upon the approved Schematic Design plans, FNI will prepare an opinion of probable construction costs (OPCC) for the proposed improvements.
- D. FNI will meet (Team Meeting #2) with the City to review the approved Schematic Design Plans and the OPCC to confirm the overall design and obtain City approval before proceeding into the Design Development phase of work. If the City substantially, as solely determined by the City, increases the program and construction budget, FNI will review with the City the required additional fees necessary to cover the increase in the scope of work. FNI will not proceed into the Design Development phase until the final program, cost estimates, and consultant design fees have been approved in writing by both FNI and the City.
- E. FNI will prepare a final schematic design concept plan which will be a color illustrative plan for the City to use as a guide for the design development phase of the project.

Deliverables for Preliminary Design Concept Plan:	Meetings:
• Minutes from Team Meeting #1	• Team Meeting #1
• Park Development Program	• Team Meeting #2
• Schematic Design Concept Plan	
• OPCC	

TASK 3 – DESIGN DEVELOPMENT (60% CD):

- A. Based upon approval of the Schematic Design Concept plan, in writing from the City, FNI will prepare Design Development drawings for the proposed park improvements. The Design Development drawings will be prepared at an approximate 60% level of completion of Construction Documents.
- B. The City will provide FNI all front-end documents, contracts, insurance requirements, general conditions, etc. for use by FNI in preparing the specifications and contract documents.
- C. Based upon the Design Development drawings, FNI will prepare a 60% level of completion OPCC for the proposed park improvements.
- D. FNI will prepare a preliminary Table of Contents for the specifications and contract documents (project manual).
- E. FNI will submit the Design Development drawings, OPCC and Table of Contents for the specifications and contract documents to City staff for review and approval. In conjunction with this submittal, FNI will attend a pre-submittal meeting (Team Meeting # 3) with the City's team for their initial plan review.
- F. FNI will attend one (1) meeting with the City (Team Meeting #4) to review the 60% level of completion Construction Documents and OPCC for the proposed park improvements.

- G. The City will forward, in writing, to FNI all review comments for the Design Development drawings submittal. FNI will obtain these comments and approval from the City prior to proceeding with the final construction documents.

Deliverables for Design Development:	Meetings:
• Design Development Drawings (60%)	• Team Meeting #3
• Table of Contents for Project Manual	• Team Meeting #4
• Design Development OPCC (60%)	

TASK 4 – FINAL CONSTRUCTION DOCUMENTS (90% & 100% CD):

- A. Based upon approval from the City for the Design Development drawings submittal, FNI will prepare Final Construction Documents at an approximate 90% level of completion. The Construction Documents will be comprised of both the drawings and the specifications and contract documents.
- B. Based upon the 90% Construction Documents, FNI will prepare a final OPCC for all the proposed park improvements.
- C. FNI will conduct a third-party constructability review of the 90% Construction Drawings prior to the City submittal.
- D. FNI will submit the 90% Construction Documents and OPCC to the City staff for final review and comments. The City will provide FNI with final, written comments for all revisions requested to the Final Construction Documents. FNI will meet with the City (Team Meeting #5) to discuss the final comments.
- E. Based upon the final written comments received from the City, FNI will prepare the Final 100% Construction Documents for the City to utilize in bidding the project.
- F. FNI will submit the Final Construction Documents to an approved independent contract provider for submittal to the Texas Department of Licensing and Regulation (TDLR) for the State required accessibility review. The accessibility review will include compliance with TAS and ADA requirements. Fees associated with this review will be included as a reimbursable expense.

Deliverables for Final Construction Documents:	Meetings:
• 90% Construction Documents	• Team Meeting #5
• Final OPCC	
• 100% Construction Documents	
• Submission of Construction Documents for TDLR Review	

TASK 5 – BID PHASE:

- A. FNI will assist the City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents.

- B. Assist the City in conducting a pre-bid conference for the construction projects and coordinate responses with the City. Response to the pre-bid conference will be in the form of addenda issued after the conference. FNI will conduct a tour of the project site after the pre-bid conference.
- C. FNI will assist the City in reviewing, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by the City. FNI will assist the City on award of contract city council work session.
- D. The City Staff will:
 - i. Arrange and pay for printing of all documents and addenda to be distributed to prospective bidders.
 - ii. Advertise project for bidding, maintain the list of prospective bidders, receive and process deposits for all bid documents, issue (with the assistance of FNI) any addenda, prepare and supply bid tabulation forms and conduct the Bid Opening.
 - iii. Receive the Engineer/Landscape Architect's recommendation concerning the bid evaluation and recommendation and prepare agenda materials for the City Council concerning the award of the bid.
 - iv. Prepare and provide copies of the construction contract for execution between the City and the contractor.

Deliverables for Bid Phase:	Meetings:
• Bid Tabulation	• Attend Pre-Bid Meeting and Bid Opening
• Review of Contractor's Bids and Letter of Recommendation for Award of Contract	

TASK 6 – CONSTRUCTION ADMINISTRATION:

- A. Upon completion of the bid phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect the City by providing these services. However, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.
- B. FNI will assist the City by attending one (1) pre-construction conference with the Contractor and review construction schedules prepared by the contractor pursuant to the requirements of the construction contract, attend one (1) construction kickoff meeting, and a maximum of nine (9) 2-hour progress meetings during construction to evaluate completion of work by the Contractor.

Should the number of required meetings or the amount of meeting time increase, such time can be provided by FNI as an additional service as requested and approved by the City in writing.

- C. FNI will not provide the day-to-day construction management or provide any construction inspection services during construction. The City will be responsible for the day-to-day administration and documentation of the construction contract with the general contractor.
- D. FNI will prepare a written Field Report as necessary for meetings attended during the construction of the project.
- E. FNI will process submittal and shop drawing reviews as submitted by the contractor during the construction process. After the City has reviewed the requested items for payment by the contractor, FNI will review the contractor's monthly pay application and then forward this to the City with the appropriate recommendation.
- F. FNI will assist the City in attending two (2) final project walk-through meetings with the Contractor and his subcontractors to review the completion of work. FNI will provide written comments to the City for the preparation of a final "punch list" for work to be completed by the Contractor.
- G. FNI will record information furnished by the construction contractor(s) reflecting changes in the Project made during construction that deviate from the Issue for Construction set. FNI will document and modify the final plans per as-built mark ups only as submitted by the contractor. No drawing revisions to confirm the changes will be provided. Furnish Client one (1) electronic copy (.pdf format) of "Record Drawings."

Deliverables for Construction Administration:	Meetings:
Field Reports for Progress Meetings/Reviews as Necessary	Pre-Construction Meeting
Processing of Submittals and RFI'S	Nine (9) 2-hour Progress Meetings
Punch List from the Final Project Walk-Thru	Two (2) Final Project Walk-Throughs
Record Drawings	

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

TASK 1 – MISCELLANEOUS SERVICES:

A. GEOTECHNICAL RECOMMENDATIONS

i. Field Exploration

Field investigation will consist of the drilling and testing of three (3) locations within the project for the pavilion, free standing walls, water feature, entry portal, new roadway and pedestrian paving. Groundwater table measurements will also be taken and recorded during the field exploration.

ii. Laboratory Testing

Samples will be stored in moisture proof containers and transported to our laboratory for further evaluation and testing. In the laboratory, samples will be visually classified by one of our Geotechnical Engineers and sorted into groups of similar color and physical properties.

iii. Geotechnical Report

A comprehensive report will be provided after the completion of the laboratory testing and engineering evaluation. This report will document our field exploration, laboratory testing, engineering evaluation and recommendations for the proposed project. The report will include recommendations for earthwork, foundation systems, bearing capacities, estimated settlement, potential vertical rise, CBR, Proctor, seismic design, soil profiles and recommendation for concrete and or flexible pavement. The final report will be provided in Adobe PDF digital format for use and storage.

Deliverables for Geotechnical Recommendations:

- | |
|---|
| <ul style="list-style-type: none"> • Geotechnical Report and Recommendations |
|---|

B. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

- i. FNI will develop a reference stormwater pollution prevention plan (SWPPP) for the project to be executed by the project's Primary Operator to reduce the release of sediment and pollution from the construction site. The SWPPP provided will be written to comply with the requirements of the Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) general permit for stormwater runoff from construction activity (TXR150000).
- ii. The SWPPP document will consist of an erosion control plan and a narrative defining site parameters and best management practices (BMPs), accompanied by a checklist outlining the necessary steps the Primary Operator and Secondary Operator must complete to apply for authorization under this permit. Three copies of the SWPPP reference document can be provided.

Deliverables for SWPPP:

- | |
|--|
| <ul style="list-style-type: none"> • SWPPP Document |
|--|

C. CITY COUNCIL WORK SESSIONS

- i. FNI will attend up to three (3) city council work sessions to provide periodic updates concerning the project. During these meetings, FNI will provide information relating to the overall project scope, schedule, estimated cost, etc. FNI will provide a brief PowerPoint presentation or presentation boards with information regarding the updates.
- ii. FNI will help facilitate three (3) public open houses to provide an overview of the project scope, design concept plans, schedule, etc.

Meetings:
• (3) City Council Work Sessions
• (3) Public Open Houses

TASK 2 – WATER FEATURE DESIGN:

- A. At the kickoff meeting (Team Meeting #1) the team will clearly define the intent and water feature effects, design, and layout of the water feature.
- B. Design Development - Based on the approved water feature in Final Illustrative Plan, FNI and GPSI will begin preparing the Design Development drawings for the water feature. GPSI will provide the necessary plans and details to further completion of the plans for approval and proceed with the final construction documents. Upon completion of the Design Development phase, GPSI will prepare an Opinion of Probable Construction Cost (OPCC).
- C. Construction Documents - Based on the approved water features from the Design Development Phase, FNI and GPSI will begin preparing the final Construction Documents drawings for the water feature. FNI and GPSI will provide the necessary plans and details and for completion of the plans to deliver signed and sealed construction drawings for the project.
- D. Construction Administration – FNI and GPSI will review and advise on submittals; shop drawings, product information, samples, etc., respond to any requests for information (RFIs), develop punch list of corrective work prior to Owner's acceptance of installation and operation. Two (2) site visits to perform a site evaluation and a punch list.

Deliverables for Water Feature Design:	Meetings:
• Design Development Phase Documents	• Team Meeting #1
• Design Development Phase OPCC	• Design Development Review Meeting
• Construction Documents (60%, 90% and 100%)	• Construction Documents Review Meetings

TASK 3 – AUDIO/VISUAL AND SECURITY DESIGN:

- A. Information Technology
 - i. UTP cabling with network connectivity to support IP solutions for Electronic Surveillance systems.
 - ii. Infrastructure design to support wireless connectivity (WIFI) throughout the heroes plaza and event lawn.
 - iii. Telecom room design, layout, and connectivity including detailed plan view, rack elevations, and wall sections.
 - iv. Owner Coordination for system preferences.

B. AudioVisual Infrastructure Design

- i. AudioVisual design to include infrastructure to support the distributed audio systems within the plaza.
- ii. Coordination of the AudioVisual infrastructure and active equipment system design requirements with the A/E design team.
- iii. Owner Coordination for system preferences.

C. Electronic Security

- i. Electronic Security system design including Electronic Surveillance (CCTV/IP Cameras).
- ii. Coordination of Electronic Security system design requirements with the A/E design team.
- iii. Owner Coordination for system preferences.

Deliverables for Audio/Visual and Security Design:	Meetings:
• Construction Documents (60%, 90%, and 100%)	• Team Meeting #1
	• Design Development Review Meeting
	• Construction Documents Review Meetings

TASK 4 – ENVIRONMENTAL GRAPHIC DESIGN

FNI will coordinate with and support D|G Studios, Inc. (D|G) to plan and develop content, generate schematic design and design intent documentation, and oversee the implementation of a program of identification, interpretive, and commemorative signage and graphic elements.

A. Information Gathering & Content Development

- i. D|G will prepare for an upcoming Workshop by requesting any additional information that can be provided by the City, and participating in an Information Gathering Virtual Kick-off Meeting.
- ii. Next, an In-Person Workshop with the City is held to focus on the Storyline and Visitor Experience.
- iii. Following the Workshop, D|G develops a Content Development presentation recommending suggested presentations of the Graphic components to determine the preliminary appropriate size and environmental needs of the Graphic components.
- iv. D|G participates in an In-Person Meeting with the City to review the Content Development presentation and to offer clarifications.

Deliverables for Phase A:	Meetings:
• Content Development Presentation	• Virtual Kick-off Meeting
	• In-Person Workshop
	• Content Development In-Person City Meeting

B. Schematic Design

- i. Based on the results of the Phase A activities, a Schematic Design presentation is developed for the proposed Graphic components, as appropriate, including message content and material specifications.
- ii. As part of the Schematic Design phase, D|G addresses the development of an appropriate Graphics Standards Package with recommendations for type fonts, type sizes and color families that enhance and qualify the interpretation of the story through the use of text, images and identity elements. At this time, any listing of names are used as placeholders only.
- iii. A budget is also developed based on the preliminary Schematic Design presentation and a general understanding of materials and elements (such as special lighting needs, etc.), based on D|G's professional experience.
- iv. D|G participates in a virtual meeting with FNI and the City staff to review the Schematic Design presentation, as well as preliminary budget, prior to its review by the City.
- v. Based on the results of the virtual review meeting of the Schematic Design package, D|G refines the presentation and participates in an In-person meeting with the City to review and receive feedback and comments.
- vi. Based on the Schematic Design meeting, the presentation is updated to reflect the ongoing decision-making process. The Project's budget is updated, and a suggested fabrication schedule is also incorporated into the Schematic Design package.
- vii. During this phase, D|G participates in one (1) additional Schematic Design virtual meeting to review the Schematic Design package prior to its completion.
- viii. D|G will help FNI to present the schematic design package at the city council work sessions.

Deliverables for Phase B:	Meetings:
• Schematic Design Package	• Schematic Design Virtual Meeting
	• Schematic Design In-Person City Review Meeting
	• Schematic Design Package Virtual Review Meeting

C. Design Development

- i. Following the completion of the Schematic Design activities, the project continues to

progress into a Design Development phase, with further refinement to include detailed study elevations to illustrate the Graphic components. D|G will prepare the Design Development package.

- ii. D|G will participate in a virtual meeting with the FNI and the City staff to review the Design Development package, as well as the updated budget, prior to its review by the City.
- iii. Based on the results of the meeting, additional revisions are made to the Design Development Package and D|G will participate in an In-Person Design Development meeting with the City to resolve outstanding issues, generate approvals and progress the Project to the next phase.
- iv. D|G will help FNI to present the design development package at the city council work sessions.

Deliverables for Phase C:	Meetings:
Design Development Package	Design Development Virtual Review Meeting
	Design Development In-Person City Review Meeting

D. Contract Documents/Artwork Production Files

- i. Following the City's review and approval of the Design Development activities, D|G develops Contract Documents for the Graphic components containing plan and specifications, and artwork specifications.
- ii. The work of all specialty consultants is also incorporated into the documentation packages including required cut-sheets and specifications.
- iii. D|G will prepare the construction documents package with FNI. D|G will participate in a virtual meeting with FNI and the City staff to review and receive redlines at each milestone (60% and 90%).
- iv. D|G will help FNI to present the construction documents packages at the city council work sessions.
- v. The final biddable package includes Contract Documents, Programming Documents and a Graphics Bid Manual that details the required minimum material performance specifications, industry standard terms and conditions of work delivery, bid schedule, and other bid submittal requirements. A Bid Response Form is also included in the Bid Manual along with a listing of D|G recommended Signage Contractors to receive the Bid Package.

Deliverables for Phase D:	Meetings:
Construction Documentation Packages	Construction Documents Virtual Review Meetings
	City Council Work Sessions (up to two, if needed)

E. Bidding and Construction Administration

- i. D|G will assist FNI in the development of a list of D|G pre-qualified Graphics Contractors and the bidding process for the selection of the Graphics Fabricator. D|G will provide clarifications to bidders during the bidding process and review the final bid submittal with FNI.
- ii. FNI and D|G will review and advise on submittals; shop drawings, product information, samples, etc., respond to any requests for information (RFIs), develop punch list of corrective work prior to Owner's acceptance of installation and operation. Two (2) site visits to perform a site evaluation and a punch list.

Deliverables for Phase E:	Meetings:
• Pre-qualified Graphic contractor list	• Virtual Bid Tabulation Review Meeting
• Review of Graphic Bidders	• (2) Site Observation Visits
• Processing of Submittals and RFI'S	
• (2) Punch Lists	

F. Research / Writer Allowance

- i. After Phase A (Information Gather & Content Development Phase), D|G will confirm the scope of services for the Researcher/Writer if the Owner is not developing the Content in-house for areas such as the History Wall and coordinates with the Research/Writer to begin to develop the content. D|G manages the Research/Writer directly associated with the Graphic components if they are brought onto the Project's Team.

ASSUMPTIONS

- A. The City has designated the following program summary that was identified in the completed Heroes Park Master Plan. The program for the improvements is to develop the Heroes Plaza along with the adjacent Open Event Space and includes a Pavilion, Tall Memorial Walls, Low Heroes Walls, Water Walls, Low History Walls, Flexible Lawn Space, Seating Walls, Entry Portal, Shade Trellis, New Roadway, Improved Pedestrian Circulation/ Walkways, Landscape and Irrigation improvements. Should this program and its associated budget increase substantially, as solely determined by the City, or should the City require a significant number of alternate program and bid items to be included in the construction document package, FNI and the City staff will re-evaluate this scope of work and determine the basis of compensation in accordance with revisions to the design services.
- B. The City will provide as expeditiously as possible all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. Should FNI need any additional survey information, the City will provide this information to FNI. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City. All such information shall be provided to FNI, and any costs associated with acquisition of information will be borne by the City.
- C. Other than those identified in this contract, no additional public meetings and/or presentations are provided within this Scope of Services.
- D. The City will pay for all required governmental processing fees and public notice advertising costs.

- E. It is anticipated that the park design will be prepared as one bid package. If additional bid packages are required by City for phasing breakouts, FNI will re-evaluate the scope of services to address additional fees not covered in this scope of work.
- F. The design will include compliance with ADA requirements. However, this scope does not include submission of the final Construction Documents to a Registered Accessibility Specialist (RAS) for an accessibility review.
- G. In regards to a lump sum contractual Agreement, a determination of the overall percentage of Services completed in comparison with the total Services anticipated will be made and the City will only be invoiced for those Services completed, as well as the reimbursable expenses referenced above.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client, are described as follows:

- A. Providing renderings, model, and mock-ups requested by the City. Additional 3D renderings can be prepared for \$2,500 each.
- B. Revising drawings or other report documents when such revisions are not consistent with approvals or instructions previously given by City or due to other causes not solely within the control of FNI.
- C. Providing services such as investigating subsurface utilities or to investigate other existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information as furnished by the City.
- D. Meeting or trips in excess of the number of meetings included in Article I for site visits, coordination meetings, or other activities. Additional meetings can be requested by the City for an additional service.
- E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- F. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- G. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- H. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- I. Providing document revisions more than those outlined in Article I.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within the following Schedule.

Construction Documents are anticipated to be complete and delivered to the City within 9 months after Notice-to-Proceed is given to FNI by the City. Freese and Nichols, Inc. has no control over the permitting agencies' review and approval schedules and therefore the completion of the construction documents is contingent upon these agency's approval of the project.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

Schedule:

Task	Task Title	Time of Completion
1	Project Management	Runs through the entire project
2	Schematic Concept Design Plan	2 months from NTP
3	Design Development	2 months from completion of Task 2
4	Final Construction Documents	5 months from completion of Task 3
5	Bid Phase	6-8 weeks from completion of Task 4
6	Construction Phase Services (General Representation)	9-12 months from construction NTP+

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article 1.
- B. Contact meeting invites for stakeholder and public meeting. This includes email, mail, newsletter, or other forms of notification.
- C. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- D. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- E. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- F. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- G. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- H. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- I. Approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- J. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.

- K. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- L. If Client designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.
- M. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- N. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- O. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- P. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Owner's Designated Representative

Name: Adrienne Lothery
Address: 100 N. Main St.
Colleyville, Texas 76034
Phone: 817-503-1112
Email: alothery@colleyville.com

Owner's Accounting Representative –

Name: Karen Hines
Address: 100 N. Main St.
Colleyville, Texas 76034
Phone: 817-503-1015
Email: khines@colleyville.com

FNI's Designated Representative –

Sherry Cheng
12770 Merit Drive, Suite 900
Dallas, Texas 75251
(214) 217-2338
Sherry.cheng@freese.com

FNI's Accounting Representative –

Justin Smith
10431 Morado Circle
Building 5; Suite 300
Austin, Texas 78759
(737) 702-0986
justin.smith@freese.com

COMPENSATION

**Agreement by and between the City of Colleyville (City) and
Freese and Nichols, Inc. (Consultant) for**

Heroes Park Final Design**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



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5

Agenda Date 7/18/2023

Type Report

Department Finance

Title

Monthly Financial Report - June 2023

Explanation

General Fund

Through June, the fund has collected 93% of its budgeted revenues and spent 71% of budgeted expenditures, yielding a year-to-date surplus of \$6.4m. The increase over last year's surplus is mostly due to the City's elimination of the \$1.5m transfer from the General Fund into the Capital Projects Fund, which typically occurred in December. This \$1.5m as reallocated to increased personnel costs and will be expensed more evenly throughout the year. As the graph below shows, we expected March to be our peak surplus month, with the following months drawing on the surplus through the end of the year. Sales and franchise tax revenue are showing strong increases over last year, while all non-transfer related spending is on track.

Sales tax revenue

The City's sixth sales tax collection for FY23, representing sales made in May, came in this month and it showed an increase of 9.1% over last May, which is a stark increase from the results seen so far this year. The City remains up year-over-year, and the total year-to-date increase of 4.38% yields an additional \$290,000 to the City. With sales tax having grown a total of 25%, or from \$8.5m in 2020 to a record-high \$10.29m in the last year, any flat or increasing sales tax is fantastic for the City and indicative that our recent high gains will sustain. To some degree a similar trajectory has been seen across both the State's collections as well as our neighbors.

Utility Fund

The Utility Fund has collected 73% of its budgeted revenue and spent 61% of its budgeted expenses, which is a little higher than FY22. As the summary above shows, most of our surplus is coming from our relationship with the Trinity River Authority, although interest earnings on Utility Funds are resulting in a substantial surplus over our direct operating expenses. On the other side of the coin, our relationship with the T.R.A. has resulted in a substantial surplus due to the City being under-billed for water usage in October and November. Additionally, the Authority processed its annual "true-up" for the City, which either issues a refund or demands an additional payment based on the previous year's fiscal activity and water use. Colleyville typically receives a

refund during this process, and FY23 was no exception. In fact, it was determined the City was owed \$1.6m in invoiced payments that were ultimately unneeded. As with every year, this surplus cash will be moved to our capital projects spending at year's end.

Drainage Fund

To date, the Drainage Utility Fund has received 75% of its revenue and spent 67% of its expenditures. This fund's cash flow is lower than the previous year, with a surplus of about \$295,000 as opposed to \$341,000 last year. The trajectory for the remainder of the year is anticipated to mirror the past two years pretty closely. Historically, drainage fee revenues tended to average at 1.2% higher than the previous fiscal year. However, as the City reaches build out these revenues tend to be more stable from year to year. Per policy, any year-end surplus will be moved for use on the City's Capital Improvement Plan.

Hotel Fund

COVID-related economic disruptions took a toll on any travel-related revenues in the last few years, but the Hotel Occupancy Tax Fund has kept a strong fund balance. While travel activities are on the rise and revenue in this fund has been making a comeback, this year's first two quarters receipts mirror the same period in FY22. Staff had planned on a significant increase in total receipts this year, and so we will likely need to reallocate some expenses from here in FY24. Fund balance as of the end of this quarter is sitting right at \$30,000, and staff will continue to monitor cash here closely. Costs funded include personnel related directly to advertising the City, as well as Colleyville Center costs and some special events.

Debt Service Fund

Being predominately funded through property taxes, the Debt Service fund has received the majority of its revenue for the year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. As of April's figures, the fund is running a deficit of about \$136,000. We won't see any further expenses here until August, when our second interest payments are due on our bond issues. The most recent issue, taken out in December 2022, includes a large interest payment of \$309,000 to be paid this year. Together with our 2016 refunding issue, we can expect additional expenses of almost \$325,000 in this fund before the year is over. This increase was planned in December, and the fund's balance should end the year at around \$450,000. The City's current outstanding bonds are on schedule to be paid off in 2027, and the new 2023 \$10m issue is structured to be callable in 2030.

Attachments

1. June 2023 Financial Report Presentation
2. June 2023 Financial Report

5a- Items not for council action



Monthly Financial Report June 2023

City Council Meeting
July 18, 2023

General Fund

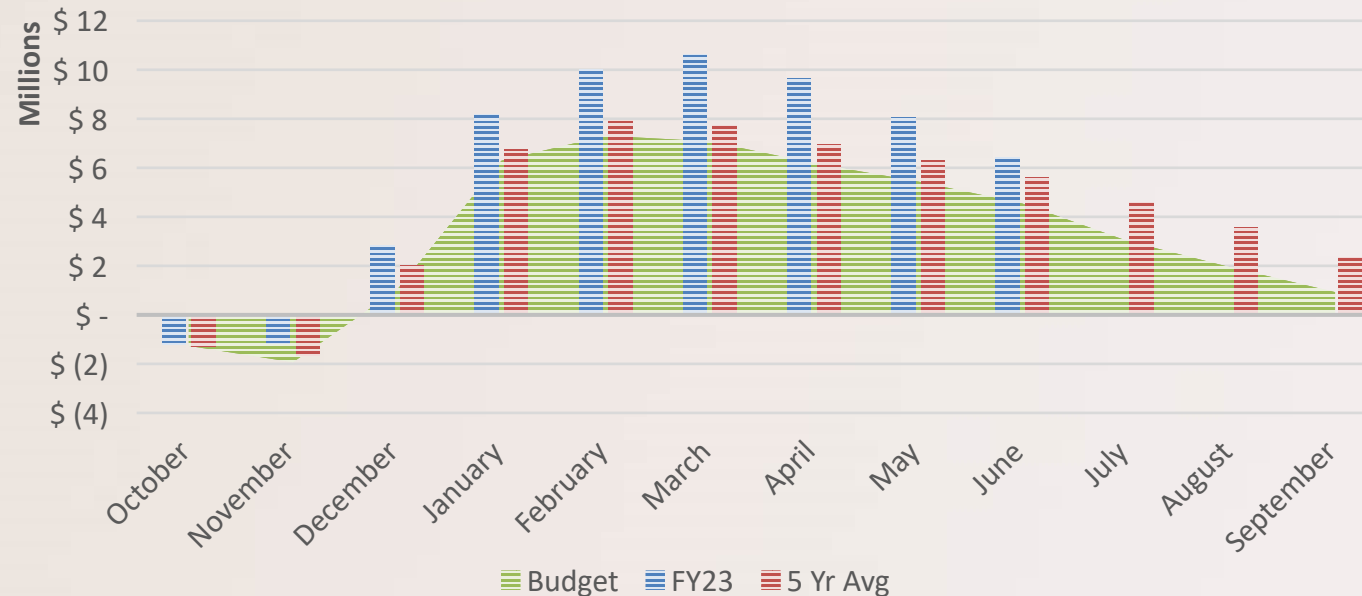


General Fund

	FY23 Budget		FY23 YTD		% of Budget	FY22 YTD		FY22 % of Budget
Revenues	\$	26,227,785	\$	24,351,043	93%	\$	23,846,931	93%
Expenditures	\$	25,297,424	\$	17,945,535	71%	\$	18,558,344	74%
	\$	930,361	\$	6,405,508		\$	5,288,587	

*75% of the year is completed

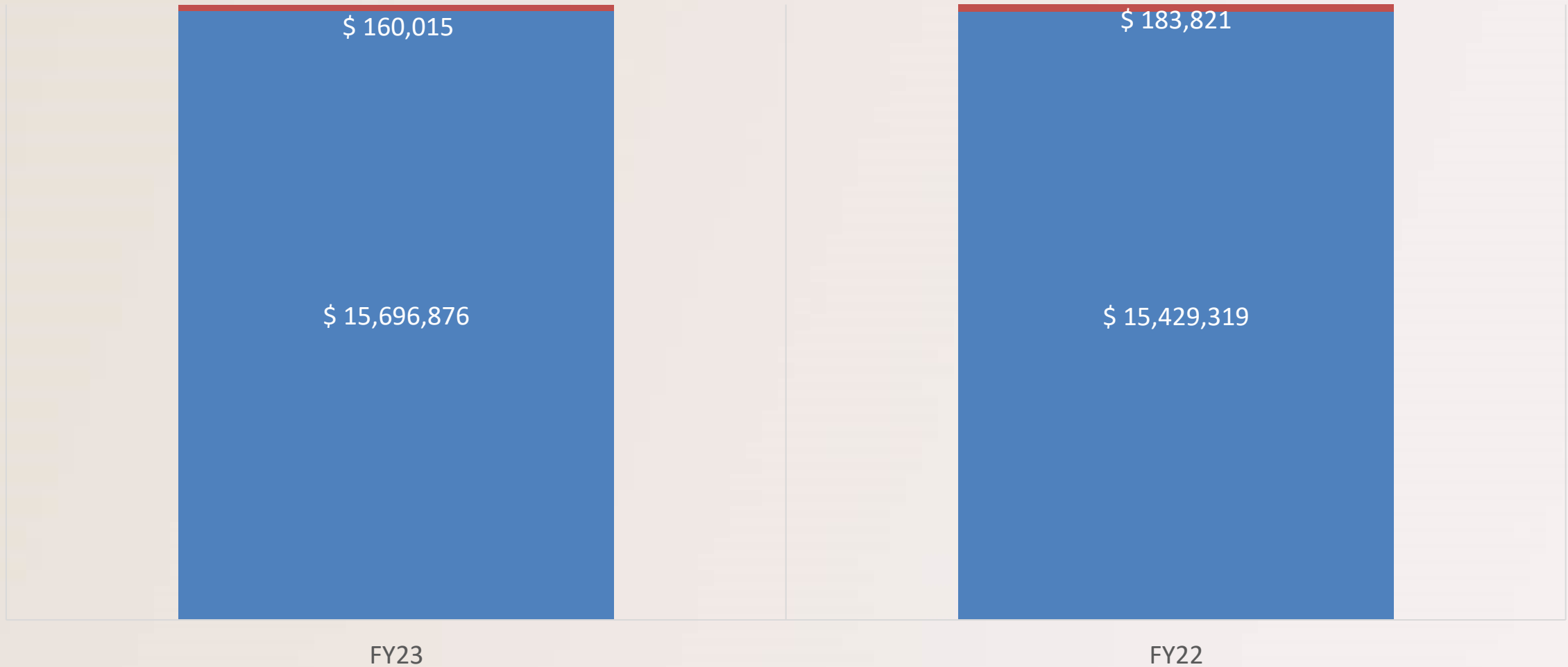
GENERAL FUND CASH FLOW



Property Tax Highlight



■ Collected to Date ■ Collected Later



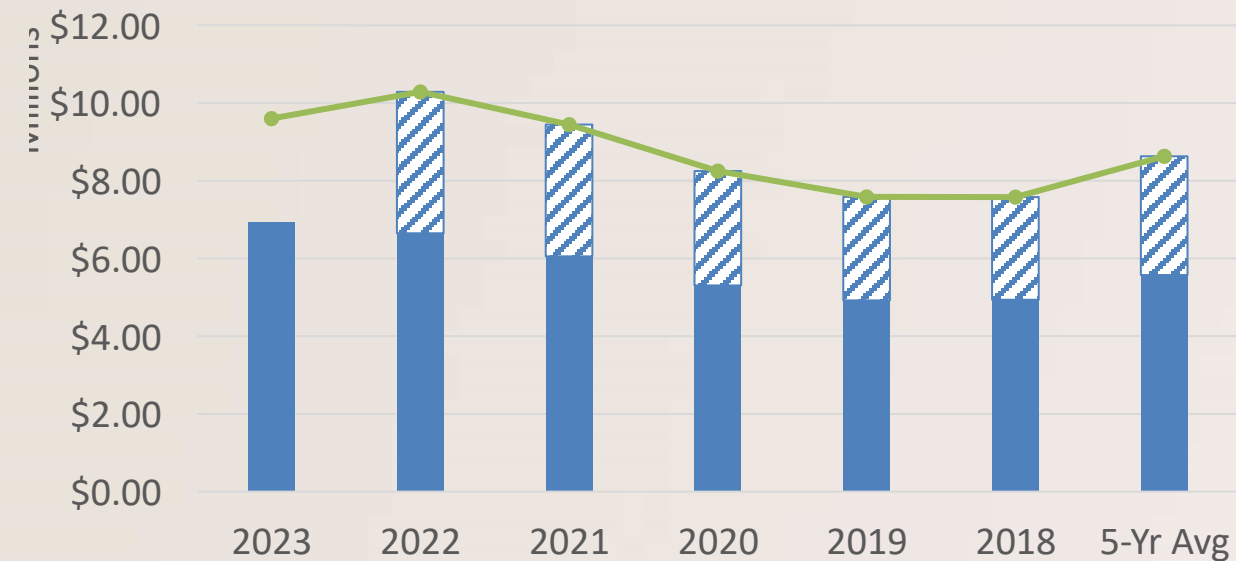
Sales Tax Highlight



FY23 YTD Receipts compared to Previous Years

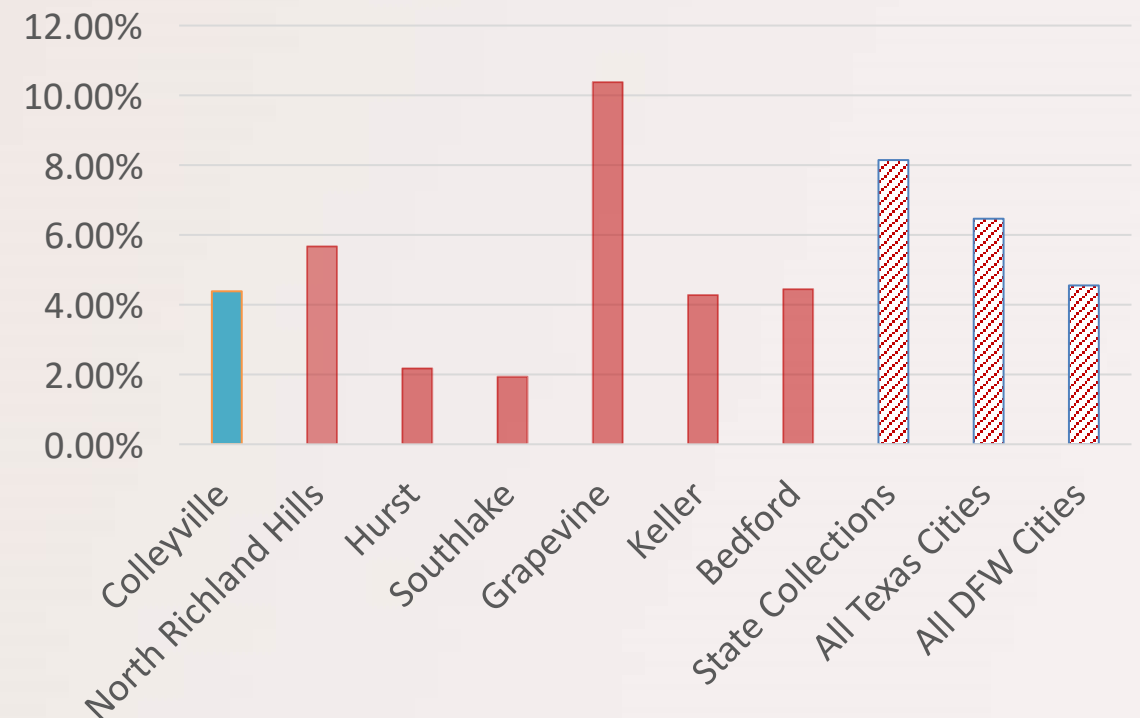
Total FY23 Sales Tax Receipts (Comparison)

Fiscal Year-to-Date FY Actuals FY Budget



City/State Comparisons

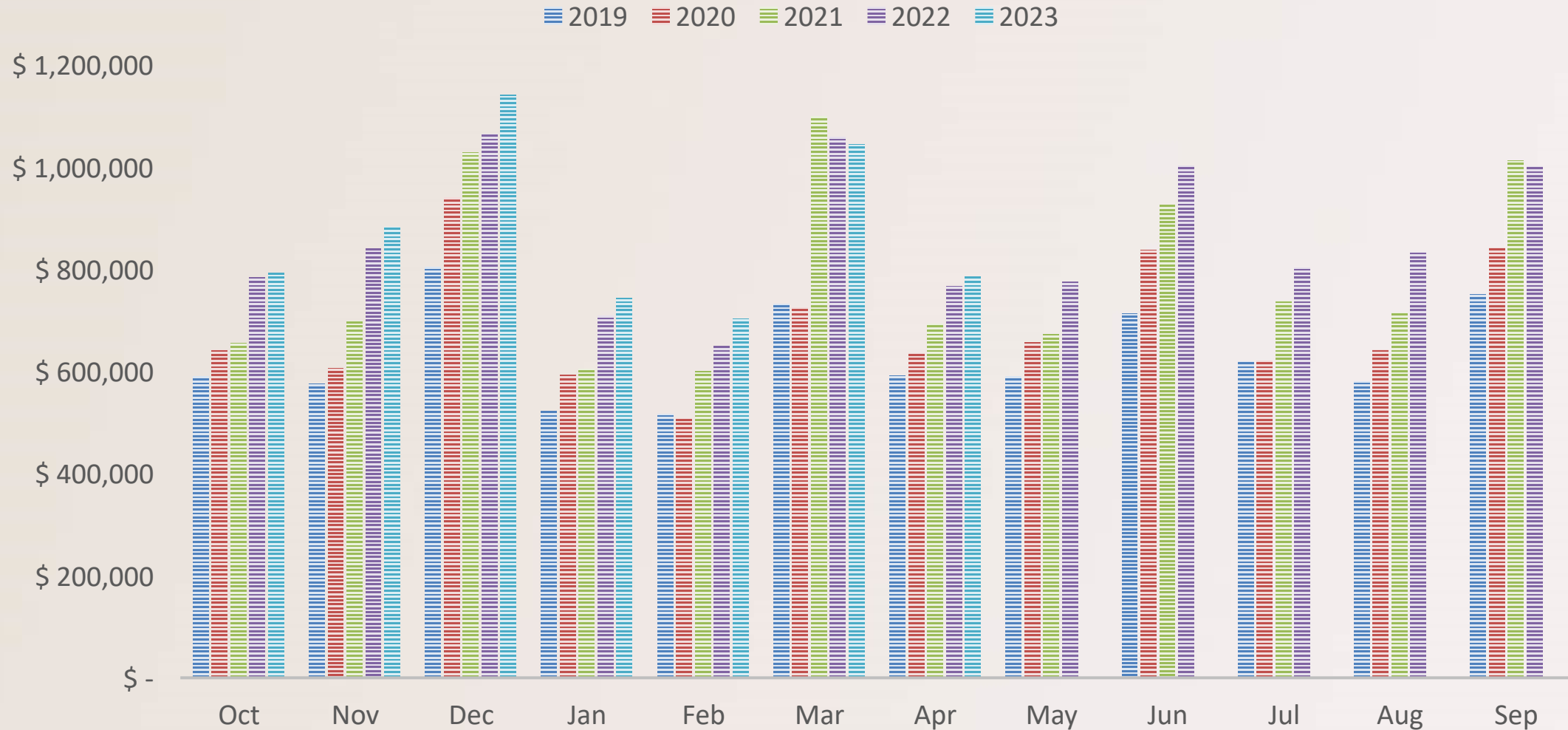
City/State Comparisons



Sales Tax Highlight



MONTH OVER MONTH COLLECTIONS



Utility Fund



Utility Fund					
	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22 % of Budget
Revenues	\$ 19,832,854	\$ 14,451,969	73%	\$ 12,388,358	70%
Expenditures	\$ 19,832,854	\$ 12,046,804	61%	\$ 10,256,201	58%
	\$ -	\$ 2,405,165		\$ 2,132,157	

*75% of the year is completed

TRA Revs/Exps		
	FY23 Budget	FY23 YTD
Revenues	\$ 15,878,131	\$ 11,359,415
Expenditures	\$ 15,428,131	\$ 9,020,660
	\$ 450,000	\$ 2,338,755

City Revs/Exps		
	FY23 Budget	FY23 YTD
Revenues	\$ 3,954,723	\$ 3,092,554
Expenditures	\$ 3,954,723	\$ 3,026,144
	\$ -	\$ 66,411

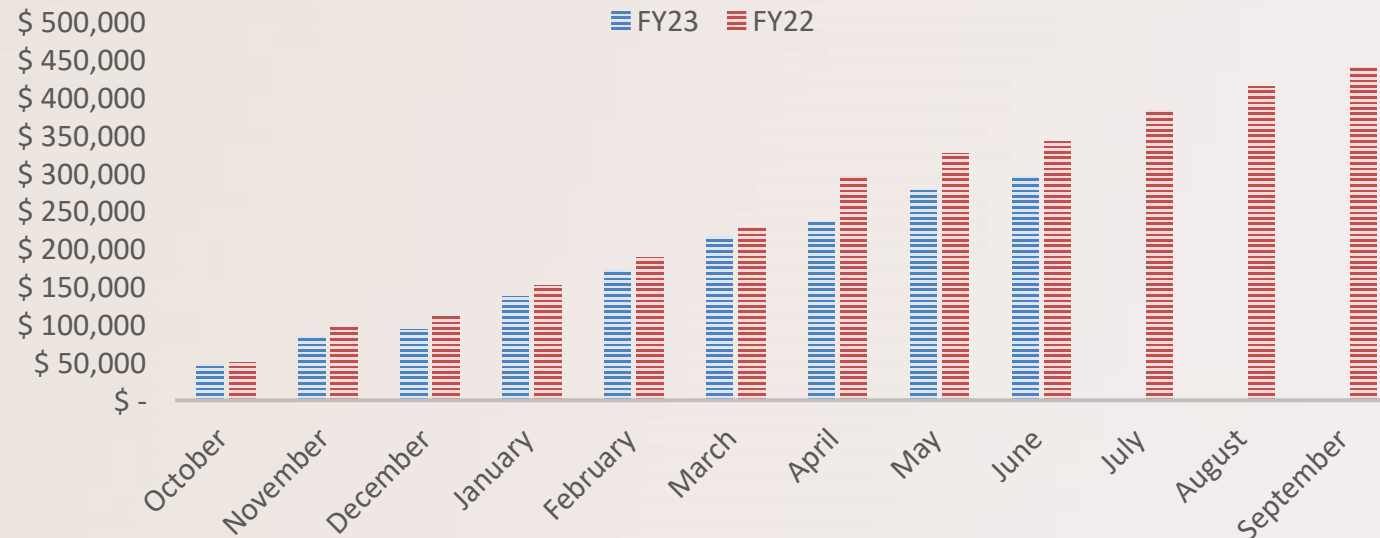
Drainage Fund



Drainage Fund					
	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22 % of Budget
Revenues	\$ 1,045,000	\$ 782,209	75%	\$ 783,546	76%
Expenditures	\$ 721,619	\$ 486,874	67%	\$ 442,055	64%
	\$ 323,381	\$ 295,335		\$ 341,491	

*75% of the year is completed

FY23 VS. FY22 CASH FLOW



Hotel Fund

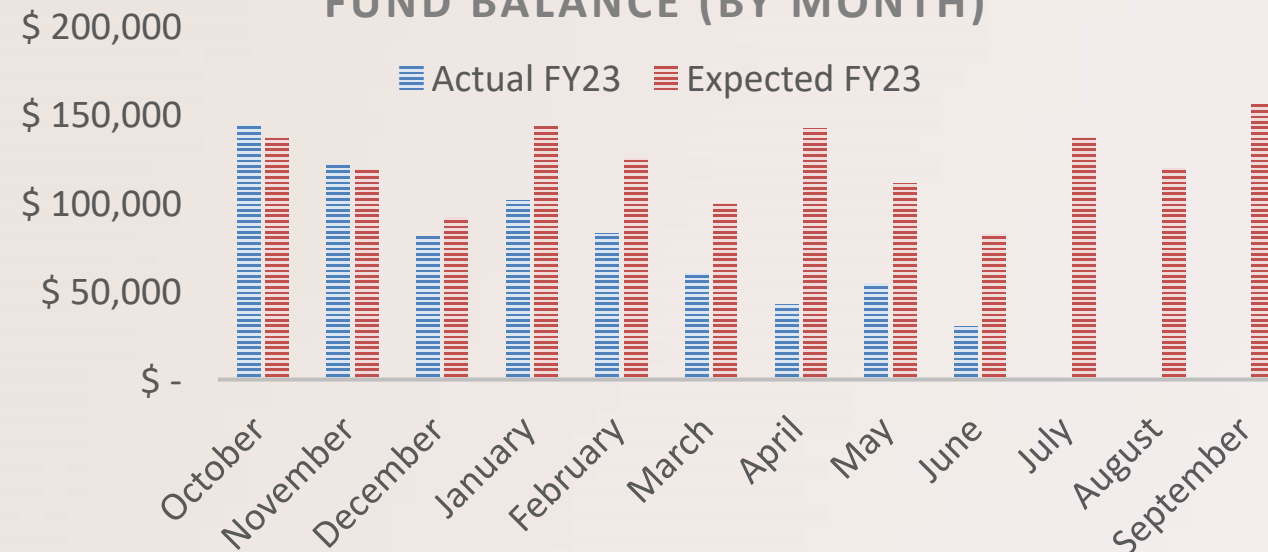


Hotel Fund

	FY23 Budget		FY23 YTD		% of Budget	FY22 YTD
Revenues	\$	275,000	\$	100,637	37%	\$ 100,260
Expenditures	\$	273,569	\$	224,589	82%	\$ 209,410
	\$	1,431	\$	(123,952)		\$ (109,150)

*75% of the year is completed

EXPECTED FUND BALANCE VS. ACTUAL FUND BALANCE (BY MONTH)



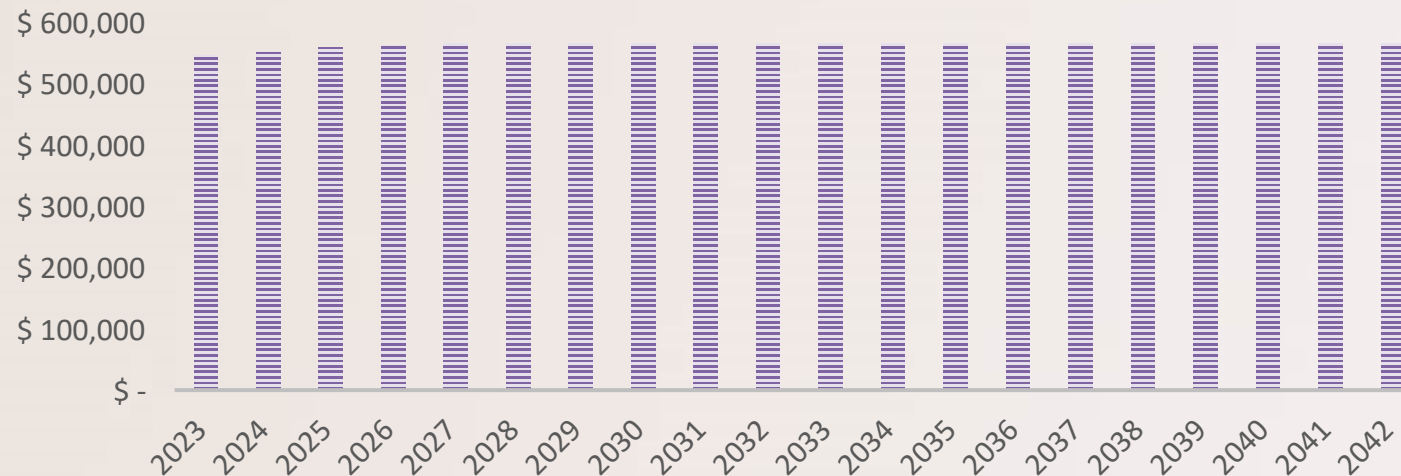
Debt Service Fund



Debt Service Fund						
	FY23 Budget		FY23 YTD		% of Budget	
Revenues	\$	608,660	\$	612,434	101%	\$ 611,768 97%
Expenditures	\$	769,010	\$	749,110	97%	\$ 796,223 97%
	\$	(160,350)	\$	(136,677)		\$ (184,455)

*75% of the year is completed

PROPERTY TAX BACKED DEBT SERVICE (BONDS AND PUBLIC SAFETY VEHICLE LEASES)



Monthly Financial Report - June 2023

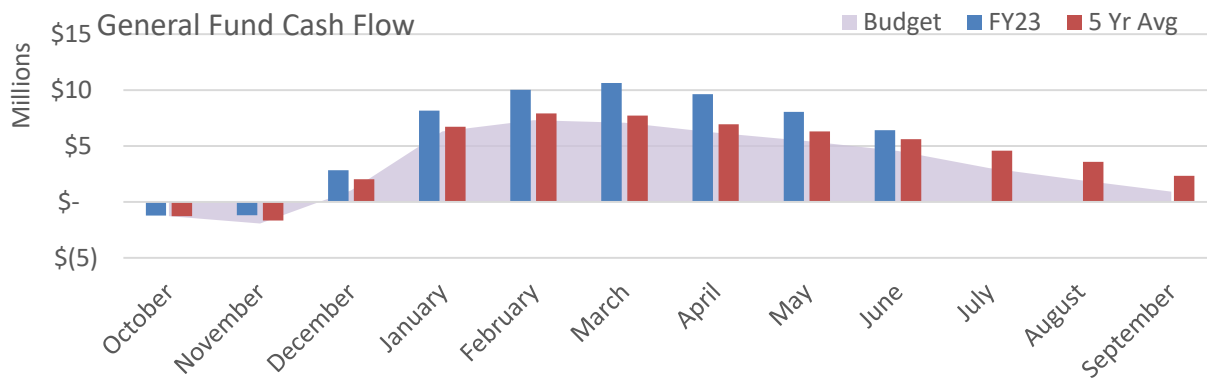
General Fund

% of year Completed 75%

% of Budget Spent 71%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 26,227,785	\$ 24,351,043	93%	\$ 23,846,931	93%
Expenditures	\$ 25,297,424	\$ 17,945,535	71%	\$ 18,558,344	74%
	\$ 930,361	\$ 6,405,508		\$ 5,288,587	

Through June, the fund has collected 93% of its budgeted revenues and spent 71% of budgeted expenditures, yielding a year-to-date surplus of \$6.4m. The increase over last year's surplus is mostly due to the City's elimination of the \$1.5m transfer from the General Fund into the Capital Projects Fund, which typically occurred in December. This \$1.5m as reallocated to increased personnel costs and will be expensed more evenly throughout the year. As the graph below shows, we expected March to be our peak surplus month, with the following months drawing on the surplus through the end of the year. Sales and franchise tax revenue are showing strong increases over last year, while all non-transfer related spending is on track.



General Fund Highlights

Revenue (FY23/FY22)

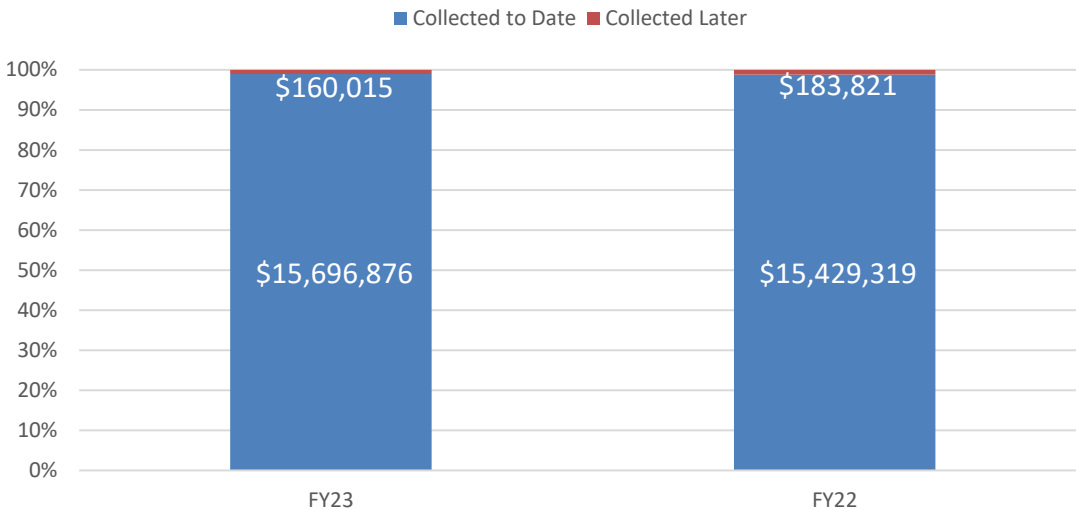
Property Tax	+ \$268k	Sales Tax	+ \$112k	Franchise Tax	+ \$319k
Licenses	-\$78k	Other Revenue	-\$109k	Total Rev	+ \$511k

Expenditures (FY23/22)

Personnel	+ \$673k	Contractual	+ \$282k	Supplies	-\$40k
Capital	-\$28k	Transfers	-\$1,500k	Total Exp	-\$613k

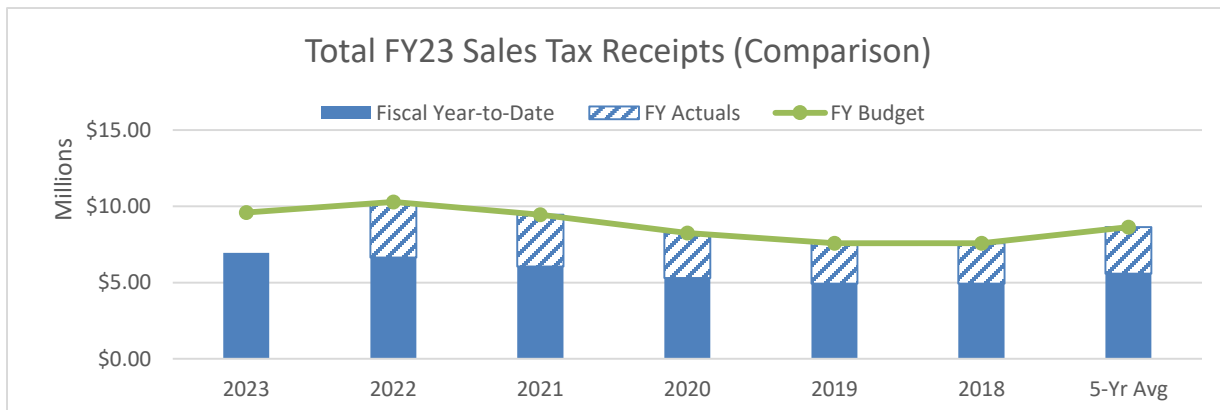
Monthly Financial Report - June 2023

Revenue Highlight: Property Tax



Colleyville anticipates receiving \$15.85m in General Fund property tax this year, which represents about a 1.5% increase from FY22. As with the previous four years, this increase comes from taxes off of new property, as opposed to increased taxes on existing property inside the City. Per Council direction, Colleyville's FY23 budget has been balanced using the no-new-revenue tax rate, which is designed to keep residents' tax bills to Colleyville largely the same from year-to-year.

Revenue Highlight: Sales Tax



MTD Increase

↑ 9.1%

YTD Increase

↑ 4.4%

The City's sixth sales tax collection for FY23 (representing sales made in May) came in this month and it showed an increase of 9.1% over last May, which is a stark increase from the results seen so far this year. The City remains up year-over-year, and the total year-to-date increase of 4.38% yields an additional \$290,000 to the City. With sales tax having grown a total of 25%, or from \$8.5m in 2020 to a record-high \$10.29m in the last year, any flat or increasing sales tax is fantastic for the City and indicative that our recent high gains will sustain. To some degree a similar trajectory has been seen across both the State's collections as well as our neighbors.

Monthly Financial Report - June 2023

% of year Completed 75%

Water/Sewer Utility Fund

% of Budget Spent 61%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 19,832,854	\$ 14,451,969	73%	\$ 12,388,358	70%
Expenditures	\$ 19,832,854	\$ 12,046,804	61%	\$ 10,256,201	58%
	\$ -	\$ 2,405,165		\$ 2,132,157	

Breakout of City's revenues/expenses from those related to the Trinity River Authority:

*TRA Revenue/Expense Summary			City Revenue/Expense Summary		
	FY23 Budget	FY23 YTD		FY23 Budget	FY23 YTD
Revs	\$ 15,878,131	\$ 11,359,415	Revs	\$ 3,954,723	\$ 3,092,554
Exps	\$ 15,428,131	\$ 9,020,660	Exps	\$ 3,954,723	\$ 3,026,144
Net	\$ 450,000	\$ 2,338,755	Net	\$ -	\$ 66,411

The Utility Fund has collected 73% of its budgeted revenue and spent 61% of its budgeted expenses, which is a little higher than FY22. As the summary above shows, most of our surplus is coming from our relationship with the Trinity River Authority, although interest earnings on Utility Funds are resulting in a substantial surplus over our direct operating expenses. On the other side of the coin, our relationship with the T.R.A. has resulted in a substantial surplus due to the City being underbilled for water usage in October and November. Additionally, the Authority processed its annual "true-up" for the City, which either issues a refund or demands an additional payment based on the previous year's fiscal activity and water use. Colleyville typically receives a refund during this process, and FY23 was no exception. In fact, it was determined the City was owed \$1.6m in invoiced payments that were ultimately unneeded. As with every year, this surplus cash will be moved to our capital projects spending at year's end.

Annual Trinity River Authority True-Up

The Trinity River Authority is the water/wastewater provider used by Colleyville and several other local cities. Each year, the Authority apportions its operating budget among its customer cities based on projected water usage. After the year concludes, the Authority "true up" its actual expenditures with its actual revenues. In the event there is a shortfall, the Authority will charge its customer cities an additional amount. If there is a surplus, the Authority issues prorated refunds to each customer city.

Expenditures (FY23/22)

Mostly TRA costs ↓

Personnel	+ \$112k	Contractual	+ \$1,613k	Supplies	+ \$55k
Capital	-\$11k	Transfers	+ \$21k	Total Exp	+ \$1,791k

Colleyville's rate structure enables the City to more easily manage years of varying water consumption from year-to-year. The majority of the City's rate is comprised of a direct pass-through to TRA for water costs. Funding for the City's operational costs come from a fixed monthly charge to customers based on meter size. The goal of this fund is to break-even at the end of the year.



Monthly Financial Report - June 2023

% of year Completed

75%

Drainage Utility Fund

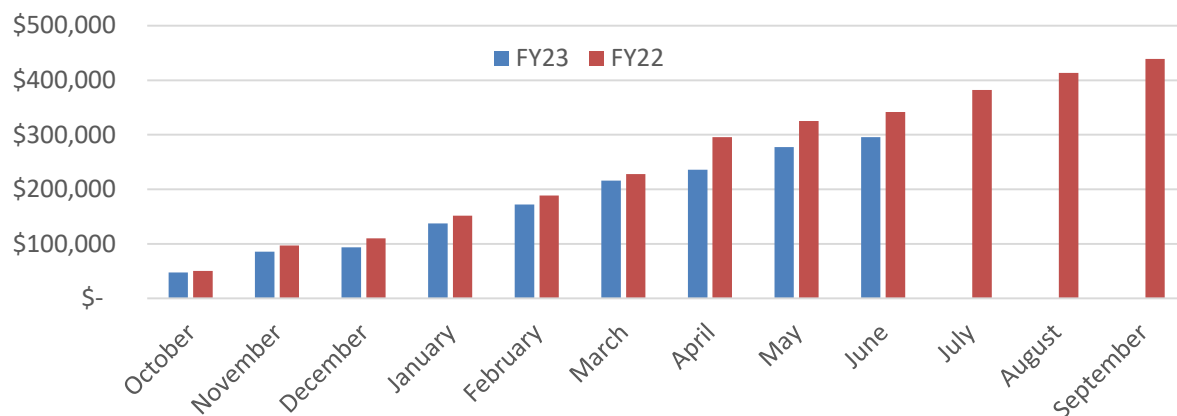
% of Budget Spent

67%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$1,045,000	\$ 782,209	75%	\$ 783,546	76%
Expenditures	\$ 721,619	\$ 486,874	67%	\$ 442,055	64%
	\$ 323,381	\$ 295,335		\$ 341,491	

To date, the Drainage Utility Fund has received 75% of its revenue and spent 67% of its expenditures. This fund's cash flow is lower than the previous year, with a surplus of about \$295,000 as opposed to \$341,000 last year. The trajectory for the remainder of the year is anticipated to mirror the past two years pretty closely. Historically, drainage fee revenues tended to average at 1.2% higher than the previous fiscal year. However, as the City reaches build out these revenues tend to be more stable from year to year. Per policy, any year-end surplus will be moved for use on the City's capital improvement plan.

FY23 vs. FY22 Cash Flow



Drainage Fund Operation Highlights

Revenue - Drainage Fees

FY23/FY22 ➡ 0.7%

FY23/5-Yr Avg ↑ 0.9%

Expenditures (FY23/22)

Personnel	+ \$60k
Supplies	+ \$4k
Debt Service	\$0k

Contractual	-\$19k
Capital/Xfers	\$0k
Total Exp.	+ \$45k

Note: this fund's debt service is has been retired as of fiscal year 2021.

Monthly Financial Report - June 2023

Hotel Tax Fund

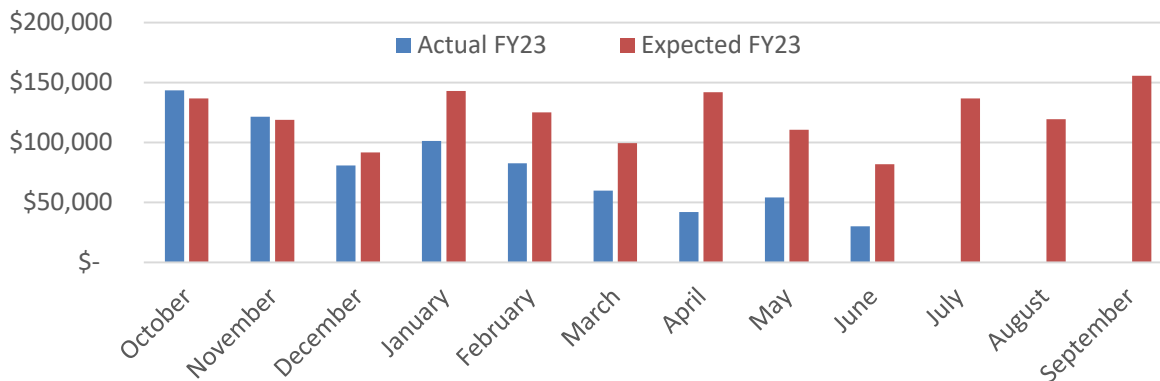
% of year Completed 75%

% of Budget Spent 82%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 275,000	\$ 100,637	37%	\$ 100,260	40%
Expenditures*	\$ 273,569	\$ 224,589	82%	\$ 209,410	85%
	\$ 1,431	\$ (123,952)		\$ (109,150)	

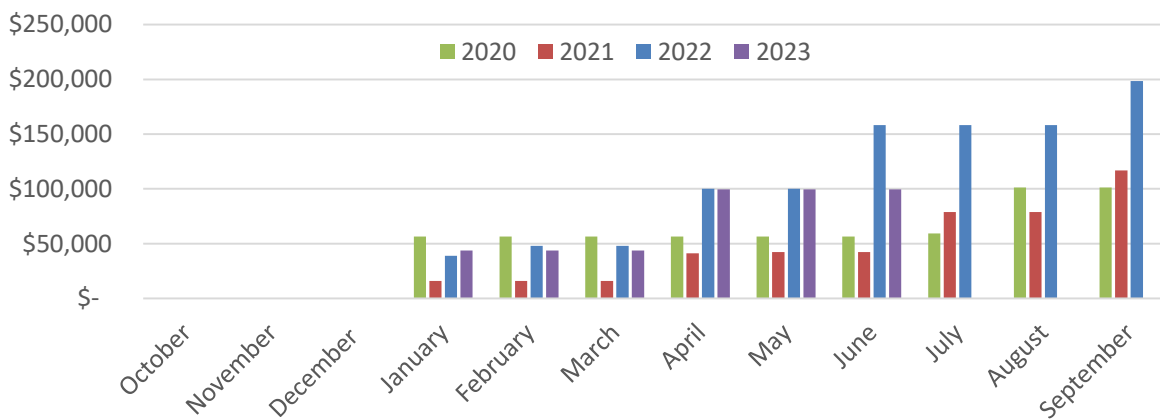
COVID-related economic disruptions obviously took a toll on any travel-related revenues in the last few years, but the Hotel Occupancy Tax Fund has kept a strong fund balance. While travel activities are on the rise and revenue in this fund has been making a comeback, this year's first two quarters receipts mirror the same period in FY22. Staff had planned on a significant increase in total receipts this year, and so we will likely need to reallocate some expenses from here in FY24. Fund balance as of the end of this quarter is sitting right at \$30,000, and staff will continue to monitor cash here closely. Costs funded out of here include personnel related directly to advertising the city as well as Colleyville Center costs and some special events.

Expected Fund Balance vs. Actual Fund Balance (by month)



Hotel Tax Performance

FY22 Revenue vs. History

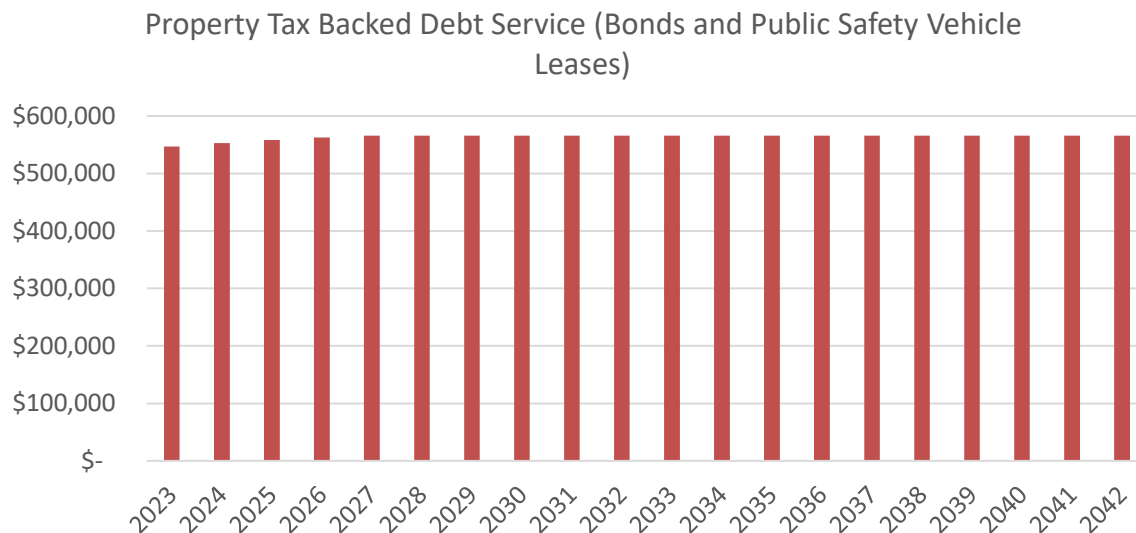


Monthly Financial Report - June 2023

Debt Service Fund % of year Completed 75%
 % of Budget Spent 97%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 608,660	\$ 612,434	101%	\$ 611,768	97%
Expenditures*	\$ 769,010	\$ 749,110	97%	\$ 796,223	97%
	\$ (160,350)	\$ (136,677)		\$ (184,455)	

Being predominately funded through property taxes, the Debt Service fund has received the majority of its revenue for the year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. As of April's figures, the fund is running a deficit of about \$136,000. We won't see any further expenses here until August, when our second interest payments are due on our bond issues. The most recent issue, taken out in December 2022, includes a large interest payment of \$309,000 to be paid this year. Together with our 2016 refunding issue, we can expect additional expenses of almost \$325,000 in this fund before the year is over. This increase was planned in December, and the fund's balance should end the year at around \$450,000. The City's current outstanding bonds are on schedule to be paid off in 2027, and the new 2023 \$10m issue is structured to be callable in 2030. All bond payments are scheduled as follows:



For any questions or comments regarding this report, please contact:

Kyle Lester
 Finance Director
 City of Colleyville, TX
klester@colleyville.com
 817-503-1014



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6a

Agenda Date 7/18/2023

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

Second Reading and Public Hearing

The applicant was present at the meeting to speak in favor of the request and answer questions from the City Council. The applicant agreed to restore the monument sign and plant landscaping around the base. No one spoke during the public hearing.

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

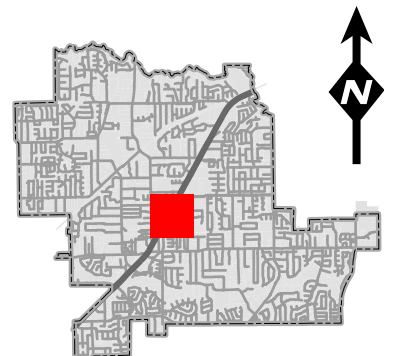


ZC23-012

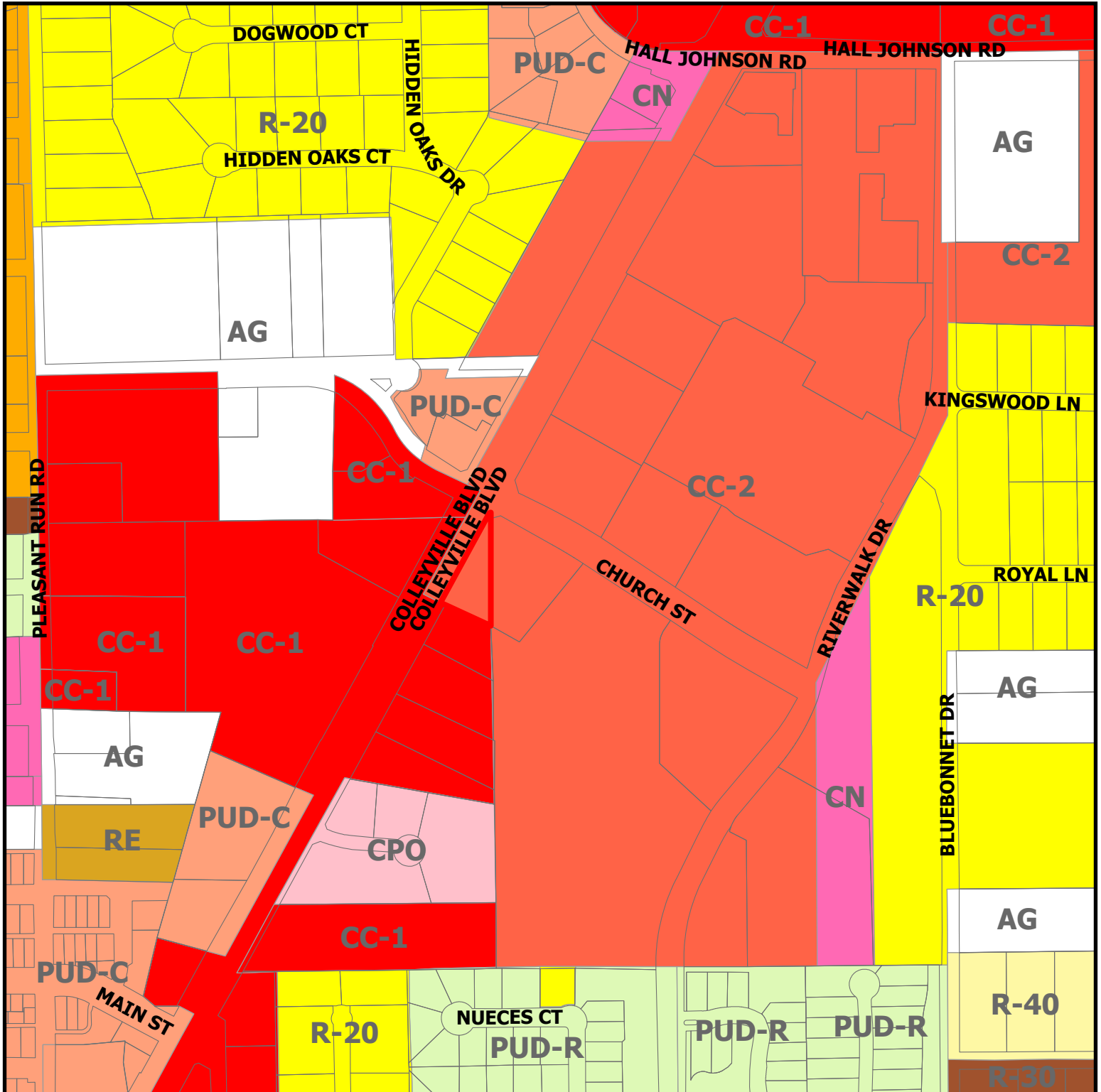
5409 Colleyville Blvd

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 Subject Property



Zoning Map

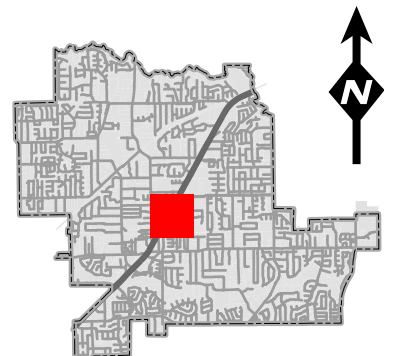


ZC23-012

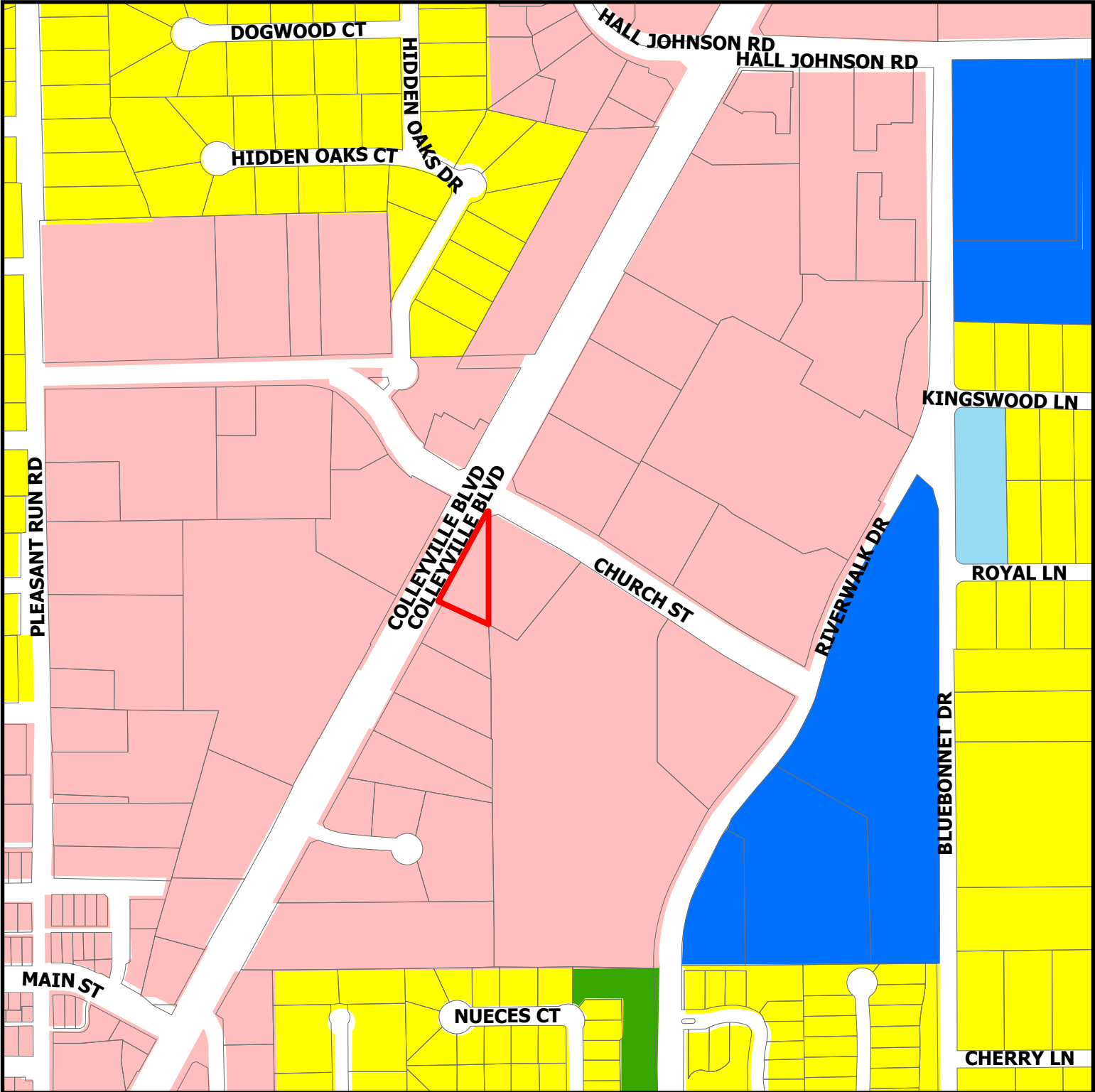
5409 Colleyville Blvd

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 Subject Property



Future Land Use Map

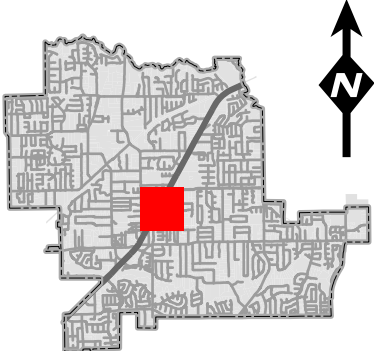


ZC23-012

5409 Colleyville Blvd

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



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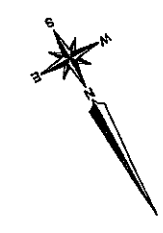
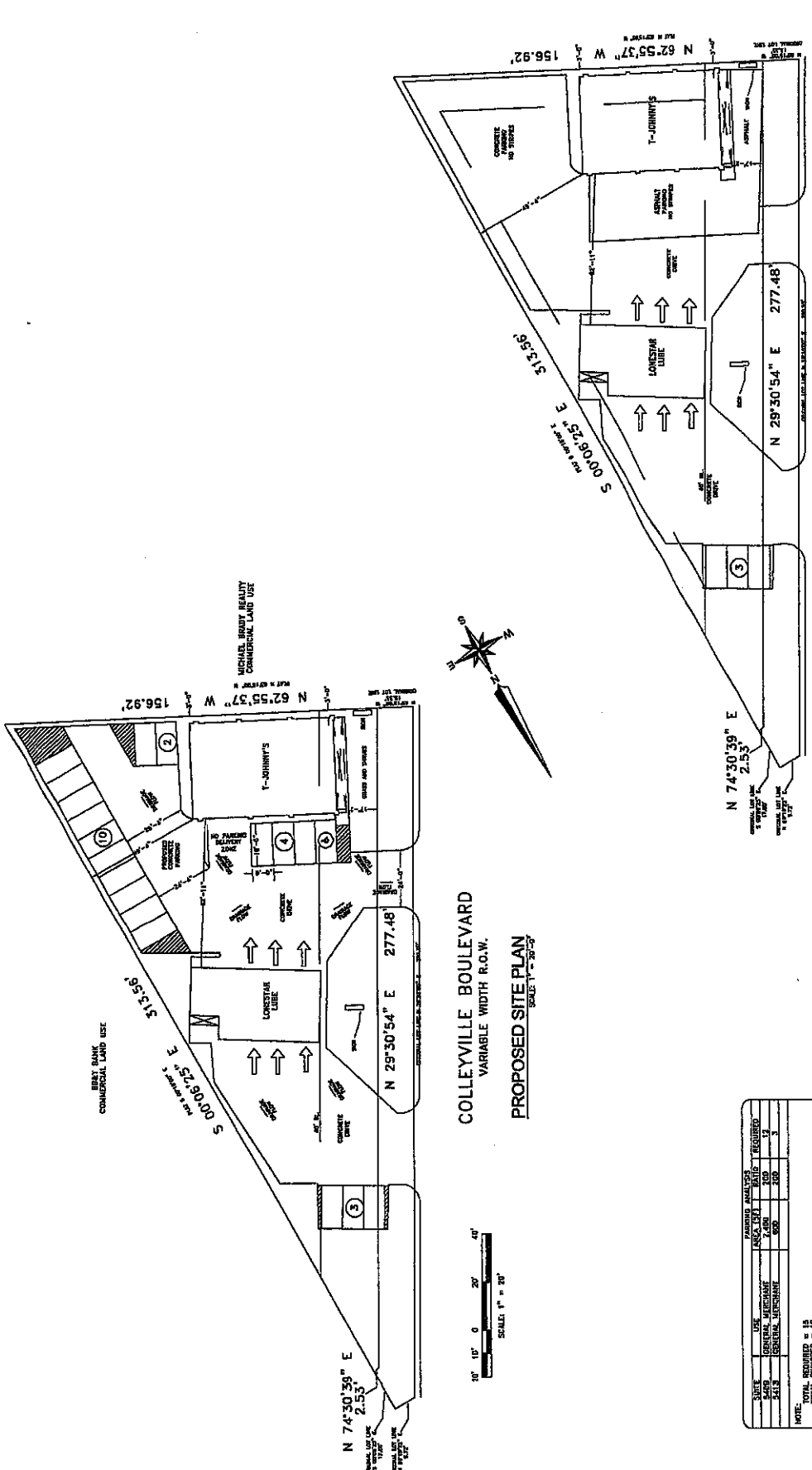
TEXAS PREMIER DRAFTING
 1000 KILPATRICK
 FORT WORTH, TEXAS 76106
 (817) 532-6775
 WWW.TEASPREMIERDRAFTING.COM

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

PHILIP TULLIS
 5409 COLLEYVILLE BOULEVARD
 COLLEYVILLE, TX 76034

DATE: 01.16.2020

SITE PLAN	20160101
DATE	01.16.2020
SCALE	1" = 20'-0"
CSF	
SP	



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	1	1
DRIVEWAY	1000	1	1
CONCRETE	1000	1	1
PAVING	1000	1	1
TOTAL	4000	4	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 Schvartz
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

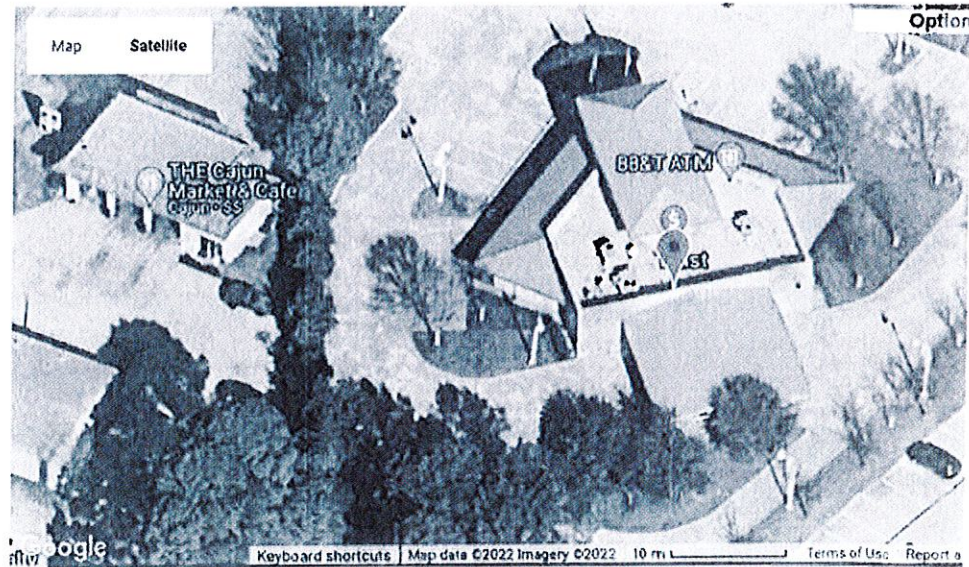
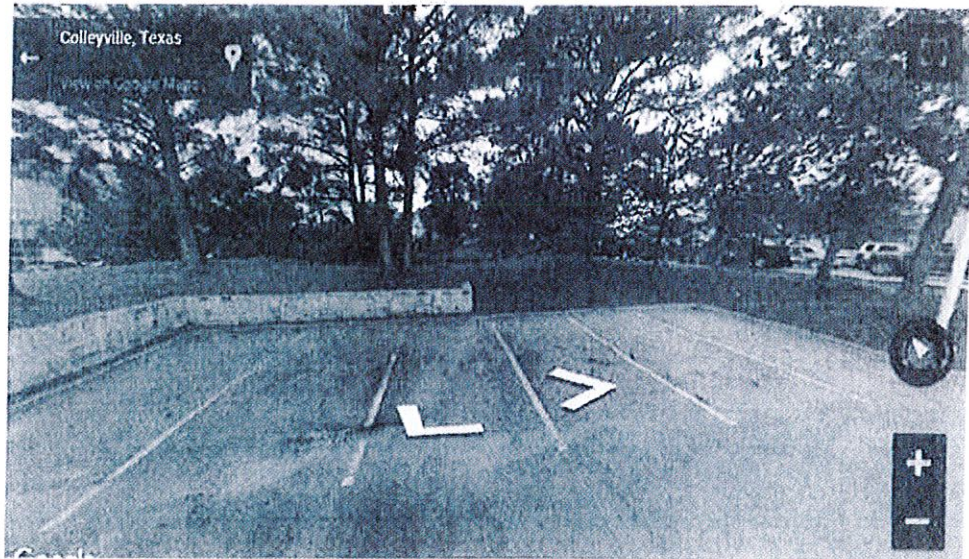


Exhibit B

Parking Spaces

Depiction of 6 of 9 Parking Spaces

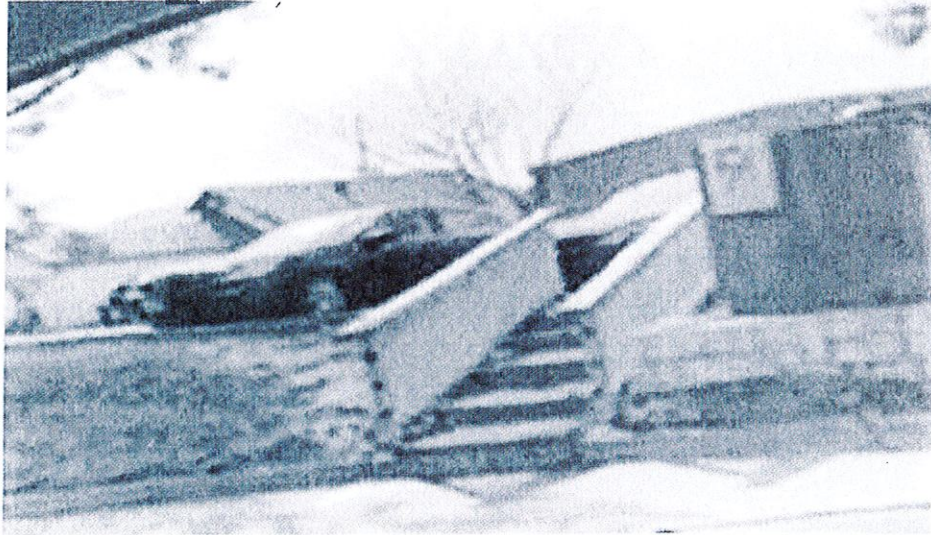


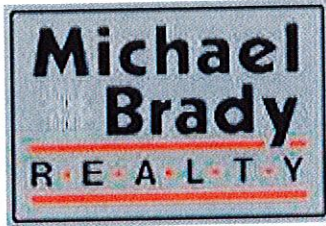
Depiction of 3 of 9 Parking Spaces



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

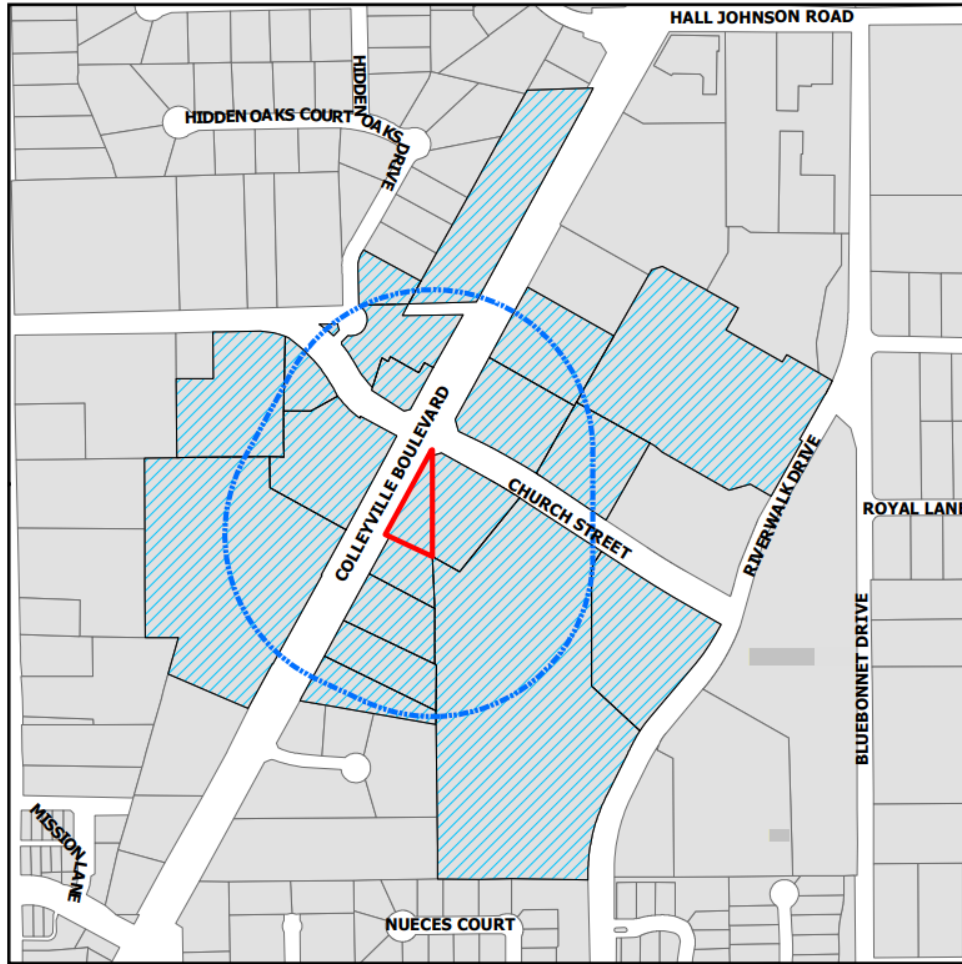
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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:

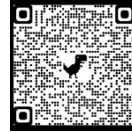
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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):

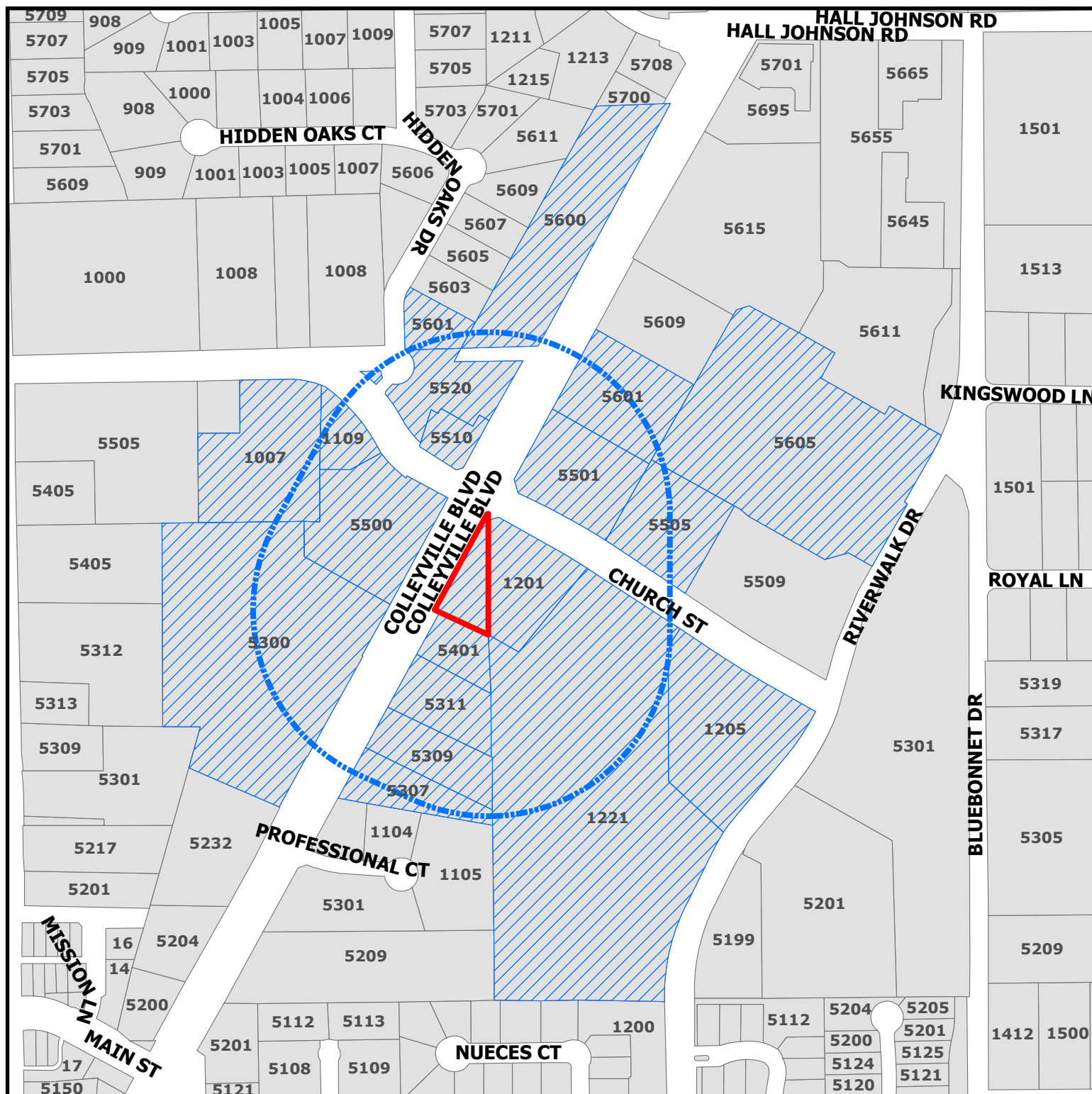


For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

Notification Map

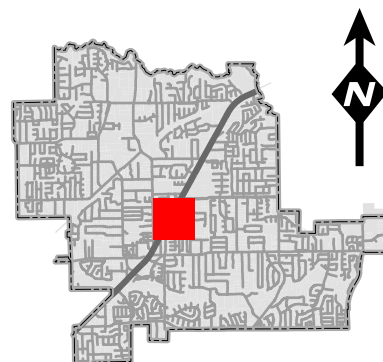
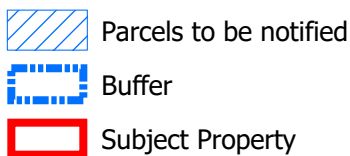


ZC23-012

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.



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

Callie Rigney
Mayor Pro Tem

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "B" – Site Plan

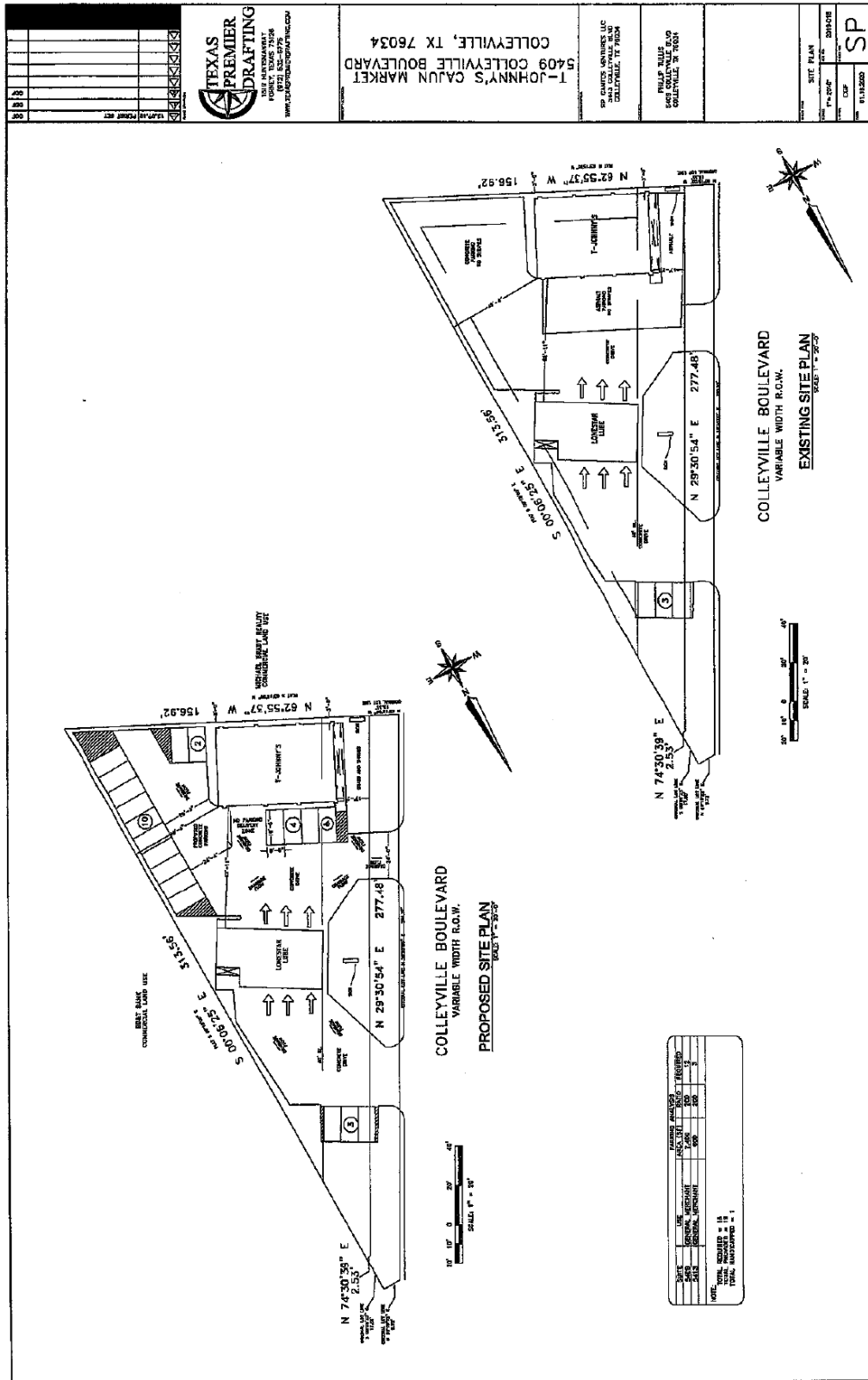


Exhibit "C" – Shared Parking Agreements

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 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. 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: Justin 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

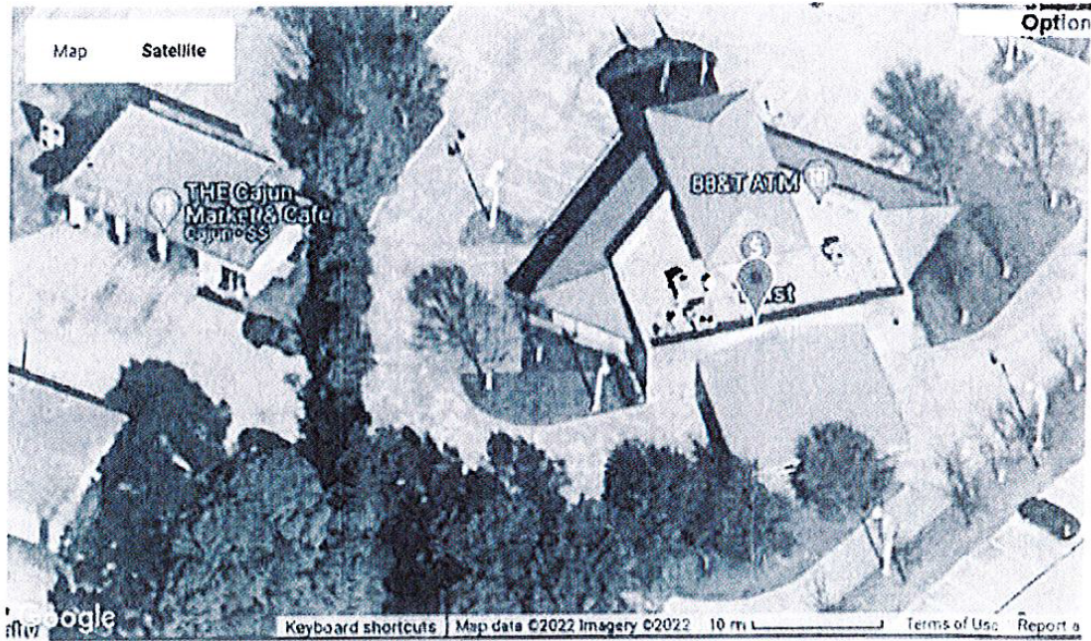
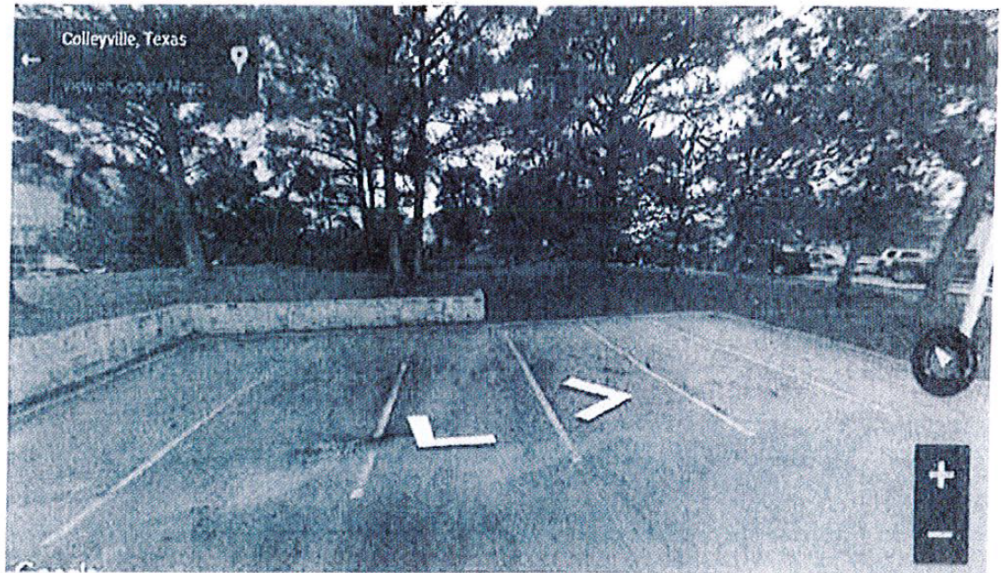


Exhibit B

Parking Spaces

Depiction of 6 of 9 Parking Spaces



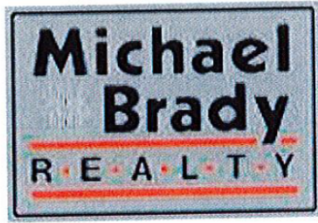
Depiction of 3 of 9 Parking Spaces



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 typed name.

Michael Brady, Broker/Owner



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7a

Agenda Date 7/18/2023

Number Ordinance O-23-2246

Type Ordinance

Department Police

Title

Approval of the Fiscal Year 2024 Colleyville Crime Control and Prevention District budget

Explanation

First Reading and Public Hearing

In accordance with Chapter 363 of the Local Government Code, the Colleyville Crime Control and Prevention District (CCCPD) Board, must hold a public hearing on the proposed annual budget at least 100 days before the start of the fiscal year and adopt a budget at least 80 days before the start of the fiscal year. The CCCPD Board held a public hearing on the proposed FY 2024 CCCPD budget on July 6, 2023, and advertised this public hearing in the *Fort Worth Star-Telegram*. On July 6, 2023, the Board approved the proposed FY 2024 CCCPD budget.

Upon Board approval, the CCCPD budget must be submitted to the City Council for approval or rejection within ten days. Per Sec. 363.205(d) of the Local Government Code, the governing body may not amend the budget submitted by the Board. If the governing body rejects the budget submitted by the Board, the governing body and the Board shall meet and together amend and approve the budget before the beginning of the fiscal year. This agenda item allows for City Council consideration of the CCCPD budget. The July 18, 2023 City Council agenda item for the first reading of the CCCPD budget ordinance will also serve as the required public hearing by the governing body and was advertised in the *Fort Worth Star-Telegram*.

During the discussion of the FY 2024 proposed CCCPD budget on July 6, 2023 staff presented a complete FY 2023 budget proposal and a five-year forecast based on current information. No changes to the FY 2024 proposed CCCPD budget were requested.

Financial Impact

The attached proposed budget provides estimated fund balances and revenues, as well as a detailed list of proposed expenditures.

Recommendation

Approve

Attachments

1. CCCPD Budget Presentation
2. Proposed FY2024 CCCPD Budget
3. Ordinance O-23-2246



Discussion of Proposed FY 2024 Colleyville Crime Control Prevention District (CCCPD) Budget

**City Council Meeting
July 18, 2023**

Creation & Authorization

- The CCCPD was first established in 1999 by local voters for an initial five year period
- In 2023, voters renewed the District for an additional 20 year period
- The District will be eligible for renewal again in 2043

District Powers

- Local Government Code Chapter 363, Section 363.151

"The district may finance all the costs of a crime control and crime prevention program, including the costs for personnel, administration, expansion, enhancement, and capital expenditures."

Updates on Initiatives from Previous FYs

Funding for the Addition of Six School Resource Officers

- The Council approved funding to add 6 new School Resource Officer (SRO) positions to our organization last FY.
- This ensured we had an SRO in every public school in the City of Colleyville.
- We have hired, selected, and trained our six additional SRO's and they are ready to start school in August!

Funding for CAD/RMS System Replacement Approved for FY21 / FY22

- Consortium of Colleyville, Southlake, and Keller selected a CAD and RMS vendor (CentralSquare) and began implementation in 2021. We went live on the new system on June 27th, 2022.
 - ✓ Funding approved for FY21 was \$550,000 (est. implementation costs)
 - ✓ Keller received a grant for \$338,757 which lowered our actual costs
 - ✓ Actual costs are \$124,880 over FY21 and FY22

CALEA Accreditation

- The department achieved national accreditation through CALEA in November 2021 culminating a 3 ½ year effort where every policy and procedure was reviewed and updated to align with national best practices. The department was re-recognized as an accredited agency in Texas in 2019 and this recognition goes through 2023. We are only one of six agencies in Texas to hold both state and national accreditation.

Mobile Field Force Training

- We now have multiple personnel trained as Mobile Field Force instructors who will provide ongoing and regular department-wide training on crowd-control techniques and strategies.

Justice Center Security Enhancements

- Last FY, you approved security enhancements to the building/grounds to better protect Police and Court personnel and equipment. Included replacement of chain link fence with brick wall similar to what's already built in the front, rolling metal panel gates, covered parking structures, protective bollards, mirrored film on glass for offices backing up to pedestrian walking trail. Our team loves the security enhancements to the Justice Center.

New Funding Requests for FY24

New FY24 Funding Requests



Wellness Program Enhancements – Enhanced Health Screening

- Life expectancy of police officers is 21.9 years less than the civilian population.
- One of the leading killers of men and women in uniform is heart disease.
- We hope to change these statistics for our team members.
- We are asking for additional funding per employee to provide additional voluntary health assessments to identify those life threatening, yet treatable, issues as early as possible.
- Specifically tailored assessments to first responders and the health issues we face.
- We are asking for a total of **\$27,350 per year** (approximately \$500 per employee) to ensure our team remains healthy and able to serve the community as long as possible.

FY 24 Proposed Budget



Ongoing Initiatives:

- Funding of Salary and Benefits for nineteen (19) sworn officer positions
 - ✓ We are currently authorized for 50 sworn City-wide
 - ✓ 6 of the 19 are our new SRO positions
- Funding for a part-time Accreditation Coordinator position
- Funding for two part-time Public Service Officer positions
- Records Management System software (CentralSquare) and maintenance
- Various software maintenance agreements
- Participation in the Metroport Teen Court Program at one-quarter of the regional costs

Ongoing Initiatives (cont):

- All Police Department vehicles funded through CCCPD budget
 - ✓ Utilizing Enterprise for all fleet needs City-wide.
- Continuation of weapons replacement schedule
- Funding for SWAT training and equipment. We fill up to three slots on the Northeast Tarrant SWAT Team. This line item sets aside funding for all the necessary equipment and training for our members of the team.
- Funding for safety equipment and on going replacement, these items include collapsible rubber base traffic cones for each patrol unit
- Funding for Early Warning System / Internal Affairs System Annual Subscription

Ongoing Initiatives (cont):

- License Plate Reader camera annual licensing costs
- Funding for Crime Scene Response
- Funding for annual training for de-escalation / crisis intervention and leadership development training

CCCPD Fund 5-Year Projections



- 5-Year projection allows for longer term planning and forecasting
- Current expenditures funded by the CCCPD are projected to continue
- Certain equipment replacement, capital, and facility needs vary from year to year
- As of FY20, the CCCPD remains debt-free

Questions and Discussion

COLLEYVILLE CRIME CONTROL DISTRICT SUMMARY

FISCAL YEAR	ADOPTED FY 2023	PROJECTED FY 2023	PROJECTED FY 2024	PROJECTED FY 2025	PROJECTED FY 2026	PROJECTED FY 2027	PROJECTED FY 2028
BEGINNING FUND BALANCE	\$3,220,337	\$3,220,337	\$3,484,672	\$3,644,710	\$3,773,206	\$3,323,934	\$3,375,557
REVENUES:							
1/2 CENT SALES TAX REVENUE	\$2,400,000	\$2,558,228	\$2,527,529	\$2,603,355	\$2,681,456	\$2,755,196	\$2,824,076
INTEREST INCOME	\$3,200	\$48,467	\$53,200	\$55,860	\$56,419	\$56,983	\$57,553
MISC. (POTENTIAL GCISD CONTRIBUTION)	\$0	\$0	\$150,000	\$151,500	\$153,015	\$154,545	\$156,091
SALE OF CAPITAL ASSETS	\$0	\$39,575	\$15,000	\$15,150	\$15,302	\$15,455	\$15,609
TOTAL REVENUES	\$2,403,200	\$2,646,270	\$2,745,729	\$2,825,865	\$2,906,191	\$2,982,178	\$3,053,328
EXPENDITURES:							
ADMINISTRATIVE BOARD/AUDIT EXPENSES:	\$1,850	\$1,500	\$1,850	\$1,906	\$1,963	\$2,022	\$2,082
SOFTWARE:							
ANNUAL MAINTENANCE CONTRACT	\$49,500	\$47,171	\$49,500	\$49,995	\$50,745	\$51,506	\$52,279
EARLY WARNING/INTERNAL AFFAIRS	\$6,424	\$6,424	\$6,681	\$6,748	\$6,849	\$6,952	\$7,056
ONLINE SCHEDULING (PLANIT POLICE)	\$2,075	\$2,075	\$2,075	\$2,179	\$2,288	\$2,402	\$2,522
ANNUAL LICENSE PLATE READER CAMERA LICENSES	\$9,000	\$9,000	\$10,296	\$10,399	\$10,555	\$10,713	\$10,874
INVESTIGATIVE TOOL	\$9,750	\$9,750	\$9,750	\$9,848	\$9,995	\$10,145	\$10,297
CRIME REPORTS ANALYTICAL CRIME MAPPING	\$5,730	\$5,730	\$0	\$0	\$0	\$0	\$0
RECRUITING AND HIRING PROCESS	\$2,500	\$2,500	\$2,500	\$2,625	\$2,756	\$2,894	\$3,039
TRAINING - LEADERSHIP DEVELOPMENT	\$10,000	\$10,000	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155
TRAINING - DE-ESCALATION & CRISIS INTERVENTION	\$10,000	\$10,000	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155
MOBILE FIELD FORCE TRAINING	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CRIME SCENE RESPONSE UNIT	\$5,000	\$5,000	\$5,000	\$5,250	\$5,513	\$5,788	\$6,078
NETMOTION WIRELESS MAINTENANCE AGREEMENT	\$3,219	\$3,219	\$3,219	\$3,251	\$3,300	\$3,349	\$3,400
DETECTIVE SAFEGUARDING PROGRAM (CHILD ABUSE CASES)	\$1,600	\$1,600	\$1,600	\$1,680	\$1,764	\$1,852	\$1,945
WELLNESS PROGRAM EXPANSION	\$4,000	\$4,000	\$4,000	\$4,200	\$4,410	\$4,631	\$4,862
IN-CAR VIDEO SYSTEM SERVER MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFF-DUTY WEBSITE ANNUAL FEES/MAINTENANCE	\$1,000	\$1,000	\$0	\$0	\$0	\$0	\$0
TICKET WRITER REPLACEMENT	\$4,700	\$4,700	\$4,700	\$4,747	\$4,818	\$4,890	\$4,964
INTERVIEW NOW SOFTWARE SUBSCRIPTION	\$0	\$0	\$4,500	\$4,725	\$4,961	\$5,209	\$5,470
GUARDIAN PLATFORM	\$0	\$0	\$1,875	\$1,969	\$2,067	\$2,171	\$2,279
ON-DUTY HEALTH (WELLNESS PROGRAM)	\$0	\$0	\$27,350	\$28,718	\$30,153	\$31,661	\$33,244
ALLIANCE FOR CHILDREN CONTRIBUTION	\$0	\$0	\$7,911	\$8,307	\$8,722	\$9,158	\$9,616
JUSTICE CENTER DATACENTER WARRANTY	\$0	\$0	\$11,000	\$11,110	\$11,277	\$11,446	\$11,617
CALEA ACCREDITATION	\$17,750	\$17,750	\$22,496	\$23,621	\$24,802	\$26,042	\$27,344
PERSONNEL:							
13 OFFICERS, 2 PT PUBLIC SAFETY OFFICERS, 1 PT ACCREDITATION COORDINATOR	\$1,425,723	\$1,500,501	\$1,490,236	\$1,562,861	\$1,635,115	\$1,711,952	\$1,788,802
6 NEW SCHOOL RESOURCE OFFICERS	\$545,720	\$100,000	\$571,603	\$601,845	\$631,672	\$663,568	\$695,242
TEEN COURT	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750
EQUIPMENT:							
ANNUAL WEAPONS REPLACEMENT	\$10,000	\$35,000	\$10,000	\$10,100	\$10,252	\$10,405	\$10,561
SWAT EQUIPMENT AND TRAINING	\$6,150	\$6,150	\$6,150	\$6,212	\$6,305	\$6,399	\$6,495
SAFETY EQUIPMENT AND REPLACEMENT	\$5,000	\$5,000	\$5,000	\$5,050	\$5,126	\$5,203	\$5,281
VEHICLES:							
ANNUAL REPLACEMENT FUNDING	\$262,650	\$262,650	\$262,650	\$265,277	\$269,256	\$273,294	\$277,394
TRANSFERS:							
CAPITAL EQUIPMENT REPLACEMENT FUND - IN-CAR MOBILE DIGITAL COMPUTER SYSTEM	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
CAPITAL -							
REPLACE CAD/RMS SYSTEM	\$0	\$37,464	\$0	\$0	\$0	\$0	\$0
JUSTICE CENTER SERVER (FUND BALANCE DRAW)	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0
CISCO FIREWALL REFRESH (FUND BALANCE DRAW)	\$0	\$0	\$0	\$0	\$145,000	\$0	\$0
REIMBURSE CAPITAL FUND FOR JUSTICE CTR. COSTS	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$2,443,091	\$2,381,934	\$2,585,691	\$2,697,370	\$3,355,462	\$2,930,556	\$3,050,802
EXCESS REVENUES OVER EXPENDITURES*	-\$39,891	\$264,335	\$160,038	\$128,495	-\$449,271	\$51,622	\$2,525
ENDING FUND BALANCE	\$3,180,446	\$3,484,672	\$3,644,710	\$3,773,206	\$3,323,934	\$3,375,557	\$3,378,082

*WILL DRAW ON FUND BALANCE IN FY26

ORDINANCE O-23-2246

ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2024 FOR THE COLLEYVILLE CRIME CONTROL AND PREVENTION DISTRICT, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024, A COPY OF SAME BEING ON FILE IN THE OFFICE OF THE CITY SECRETARY, TO BECOME EFFECTIVE UPON PASSAGE BY THE CITY COUNCIL

WHEREAS, the laws of the State of Texas require the Board of Directors of the Colleyville Crime Control and Prevention District to adopt a budget of projected revenues and proposed expenditures, cash on hand at the start of the year, the amount of money received during the prior year, the tax rate, and the projected ending fund balance; and

WHEREAS, on July 6, 2023, the Board of Directors of the Colleyville Crime Control and Prevention District approved the following budget; and

WHEREAS, the City Council determines that the passage of this Ordinance is in the best interests of the health, safety, and welfare of the public.

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

Sec. 1. THAT the budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 for the Colleyville Crime Control and Prevention District, a copy of which is on file in the office of the City Secretary, is hereby made a part of this Ordinance by reference and is hereby approved and adopted by the City Council of the City of Colleyville, Texas, as the official budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 and that the City Manager is authorized to execute all contracts and agreements approved as a part of the budget.

Sec. 2. THAT the budget of the fiscal year beginning October 1, 2023, and ending September 30, 2024, for the Colleyville Crime Control and Prevention District with a sales and use tax rate of .5%, is hereby fixed as follows:

Projected Revenue Received in Fiscal Year 2023	\$2,646,270
Projected Cash on Hand as of October 1, 2023	\$3,208,258
Revenues	\$2,745,729
Expenditures	\$2,585,691
Projected Ending Fund Balance at September 30, 2024	\$3,368,295

AND IT IS SO ORDERED.

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

The second reading and public hearing being conducted on the 1st day of August 2023.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 1ST DAY OF AUGUST 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

APPROVED AS TO FORM:

Whitt L. Wyatt
City Attorney



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number

Agenda Date 7/18/2023

Type Report

Department City Secretary

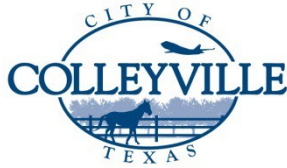
Title

Planning and Zoning Commission Meeting Minutes - June 12, 2023

Planning and Zoning Commission Worksession Meeting Minutes - June 26, 2023

Attachments

1. Planning and Zoning Commission Meeting Minutes - June 12, 2023
2. Planning and Zoning Commission Worksession Meeting Minutes - June 26, 2023



City of Colleyville Planning and Zoning Commission Minutes

City Hall
100 Main Street
Colleyville, Texas 76034
817. 503.1000
www.colleyville.com

Monday, June 12, 2023

Executive Conference Room

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on June 12, 2023, at 6:15 p.m.

Roll Call

Present: David Groves, Mark Alphonso, Jim Linn, Sayeda Syed, and Claudia Bevill

Absent: Tim Raine

Staff Present: Ben Bryner, Jacquelyn Reyff, and Kris Potts

Also Present: Attorney, Nicole Corr

There was general discussion amongst Staff and the Commission regarding items to be presented this evening at the regular meeting.

Chair Bevill adjourned the Planning and Zoning Commission Meeting at 6:35 p.m.

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on June 12, 2023, at 7:00 p.m.

Roll Call

Present: David Groves, Mark Alphonso, Sayeda Syed, Jim Linn, and Claudia Bevill

Absent: Tim Raine

Staff Present: Ben Bryner, Jacquelyn Reyff, and Kris Potts

Also Present: Attorney, Nicole Corr

1. APPROVAL OF MINUTES

- 1a** Planning and Zoning Commission Meeting Minutes – May 8, 2023
Planning and Zoning Commission Worksession Minutes – May 22, 2023

Commissioner Linn made a motion to approve the May 8, 2023 Planning and Zoning Commission Meeting Minutes and the May 22, 2023 Planning and Zoning Commission Worksession Minutes. Commissioner Groves seconded the motion.

The motion was carried by the following vote:

**Aye: 5 – Groves, Alphonso, Syed, Linn, and Bevill
Nay: 0**

2. PUBLIC HEARING AGENDA ITEMS

- 2a** TABLED FROM APRIL 10th PLANNING AND ZONING COMMISSION MEETING. Consideration of a Zoning Change from PUD-C Planned Unit Development - Commercial to PUD-C Planned Unit Development - Commercial district, specifically for new commercial offices, for Lot 1, Block 1, San Bar Square Addition, located at 105 Cheek-Sparger Road, Case ZC23-006

Commissioner Linn made a motion to remove Case ZC23-006 from the table. Commissioner Groves seconded the motion.

The motion was carried by the following vote:

**Aye: 5 – Groves, Alphonso, Syed, Linn, and Bevill
Nay: 0**

The applicant wrote a notice to the Commission requesting to table the item to the next Planning and Zoning Commission Meeting on July 10th, 2023.

Commissioner Sayeda made a motion to table Case ZC23-006. Commissioner Alphonso seconded the motion.

The motion was carried by the following vote.

**Aye: 5 - Groves, Alphonso, Syed, Linn, and Richardson.
Nay: 0**

- 2b** 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

Jacquelyn Reyff presented the case and briefed the Commission.

The applicant, Sptim Miftari, 5601 Hidden Oaks Dr, Colleyville, Texas came forward and discussed the request for a parking reduction and explained the parking agreement with Truist bank. The applicant answered questions regarding the operation of the restaurant and market.

The public hearing was opened at 7:20 p.m.

With no one wishing to speak, the public hearing was closed at 7:20 p.m.

Commissioner Groves made a motion to approve Case ZC23-012. Commissioner Sayeda seconded the motion.

The motion was carried by the following vote:

**Aye: 5 – Groves, Alphonso, Syed, Linn, and Bevill
Nay: 0**

3. CITIZEN COMMENTS

The public forum opened at 7:22 p.m. and with no one wishing to speak closed at 7:22.

4. ADJOURNMENT

The meeting adjourned at 7:22 p.m.

The minutes were written and prepared by:



Jacquelyn Reyff
Planning Manager

The meeting minutes were approved on July 10, 2023 by a vote of 7-0.



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Monday, June 26, 2023

Executive Conference Room

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on June 26, 2023, at 6:15 p.m.

Roll Call

Present: David Groves, Mark Alphonso, Tim Raine, Claudia Bevill, Sayeda Syed, Jim Linn, and Jerome Obinabo

Absent: None

Staff Present: Ben Bryner, Jacquelyn Reyff, Kristopher Potts, Scott Hammons

Also Present: Attorney, Nicole Corr and Fire Marshal, Robert McKeown

2. WORKSESSION AGENDA ITEMS

- 2a** Presentation and discussion of a Minor Plat with a Plat Waiver for Lot Size on Tract 6B01F, Abstract 328, of the Cotrail Simon Survey, located at 4704 Behrens Road, Case PC23-004
- 2b** Presentation and discussion of a Special Use Permit for a Cemetery use on Lot 1, Block 1, of the Bob Moore Sports Center Addition, located at 6113 Colleyville Blvd, Case ZC23-013
- 2c** Presentation and Discussion of a change in zoning from CC-1 Village Retail district to PUD-C Planned Unit Development – Commercial district on Lot 1, Block 1, of the Tuntun Addition, located at 5311 Colleyville Blvd, Case ZC23-014

Jacquelyn Reyff presented the items and briefed the Commission. Staff addressed questions from the Commission regarding the Minor Plat, content of SUP, and the request for a zoning change from CC-1 Shopping Center District to PUD-C Planned Unit Development - Commercial district.

3. ADJOURMENT

The meeting adjourned at 6:46 p.m.

The minutes were written and prepared by: Kristopher Potts

Kris Potts

The meeting minutes were approved on July 10, 2023 by a vote of 7-0.

RESOLUTION R-23-4861

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JULY 18, 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 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

Callie Rigney
Mayor Pro Tem