



City of Cibolo
200 South Main Street
Cibolo, Texas 78108

STANDARD FORM OF AGREEMENT
PROFESSIONAL SERVICES

**OLD TOWN/ DOWNTOWN MASTER
PLAN**

CONTRACT # 25-144-03

**CITY OF CIBOLO
CONSULTANT CONTRACT**

This Contract is by and between the **City of Cibolo**, a Texas Municipal Home-Rule Corporation (the "City") and **Lionheart Places LLC**, a Corporation the "Consultant"), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

**ARTICLE I
SCOPE OF SERVICES**

1.01 This Contract is for **Old Town/ Downtown Master Plan** (the "Project"). The scope and details of the work to be provided to the City by Consultant are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. Consultant agrees to perform or cause the performance of all the work described in **Exhibit "A"** (the "Services").

1.02 Consultant agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Consultant a fee based on the rates set forth in **Exhibit "B"** to this Contract for the services performed by Consultant. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

**ARTICLE II
PAYMENT**

2.01 The total amount of payment, including reimbursements, by the City to Consultant for all services to be performed under this Contract may not, under any circumstances, exceed One Hundred Sixty Thousand and 00 / 100 Dollars (**\$160,000.00**)

**ARTICLE III
CHANGE ORDERS**

3.01 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that in the opinion of Consultant, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Consultant and the City's Project Manager.

- (a) When the original Contract amount plus all change orders is \$50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$50,000. For such contracts, when a change order results in a revised total contract amount that exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work; and
- (b) When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council; and
- (c) **Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.**

ARTICLE IV TIME OF PERFORMANCE

4.01 Except as provided in Article X herein below , the Consultant shall complete all of the work described in Exhibit "A" by October 1, 2026, or as amended pursuant to Article III.

4.02 **Time is of the essence of this Contract.** The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

4.03 Consultant promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Consultant agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the

purposes of the work to be performed. The work of Consultant under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

ARTICLE V INDEPENDENT CONSULTANT

5.01 In all activities or services performed hereunder, the Consultant is an independent Consultant and not an agent or employee of the City. The Consultant, as an independent Consultant, shall be responsible for the final product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment and labor required for the execution of the work on the Project. The Consultant shall have ultimate control over the execution of the work under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subconsultants, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subconsultants except to the limited extent provided for in this Contract. Consultant shall be liable for any misrepresentations. Any negotiations by the Consultant on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

ARTICLE VI AUTHORIZATION

6.01 The City shall direct Consultant to commence work on the Project by sending Consultant a "letter of authorization" to begin work on the Project.

6.02 Upon receipt of the letter of authorization to begin work on the implementation of the Project, Consultant shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules , and deadlines; coordinating data collection; briefing the City' s management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

6.03 Consultant shall consult with the City and may in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Consultant shall be an independent Consultant at all times and is not to be considered either an agent or an employee of the City.

ARTICLE VII
WARRANTY

7.01 As an experienced and qualified professional, Consultant warrants that the information provided by Consultant reflects high professional and industry standards, procedures, and performances. Notwithstanding the foregoing in the event Consultant is providing engineering or architectural services as those are defined by Texas law, Consultant's services shall meet the standards required by Texas Local Government Code §271.904(d). Approval or acceptance by the City of any of Consultant's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Consultant, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Consultant's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the work products prepared by Consultant, its employees, associates, agents, or subconsultants.

7.02 Consultant shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

7.03 Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no later than fifteen (15) calendar days after receiving notice of said errors, deficiencies, or unacceptable work product.

7.04 Any and all of Consultant's work product deliverables ("Work Product") hereunder shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. Any unauthorized modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents on a different Project without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant.

7.05 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, (v) that Consultant is authorized to do business in the state of Texas and properly licensed by applicable governmental and public and quasi-public authorities having jurisdiction over

it and the services required hereunder and the Project itself, (vi) that Consultant is financially solvent, able to pay its debts as they mature and is possessed of sufficient working capital to complete the services required and perform its obligation hereunder, and (vii) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

7.06 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article VII of the Contract.

ARTICLE VIII INDEMNIFICATION & RELEASE

8.01 INDEMNITY

8.01.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS CITY AND EACH OF ITS COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "CITY INDEMNITEE" AND COLLECTIVELY AS THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY INDEMNITEES THAT ARISE FROM OR RELATE TO PERFORMANCE OF THE SERVICES OR THIS CONTRACT TO THE EXTENT:

- (1) DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS CONTRACT, BY CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT WITH CONSULTANT OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;
- (2) CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF CONSULTANT'S STANDARD OF CARE, BY CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT WITH CONSULTANT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;
- (3) CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING ACTUAL OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;
- (4) DUE TO THE FAILURE OF CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT WITH CONSULTANT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL TO PAY ITS CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR

- (5) OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT, INCLUDING SUCH CLAIMS, DAMAGES, LIABILITIES, LOSSES, COSTS, OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL

NOTHING CONTAINED IN THIS SECTION 8.01.1 SHOULD BE CONSTRUED TO REQUIRE CONSULTANT TO INDEMNIFY OR HOLD HARMLESS CITY OR ANY INDEMNITEES FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CITY OR INDEMNITEES (SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE §271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE §130.002(B)). NOTHING IN THIS ARTICLE IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW.

8.01.2 Consultant shall procure liability insurance covering its obligations under this section.

8.01.3 It is mutually understood and agreed that the indemnification provided for in this section shall indefinitely survive any expiration, completion or termination of this Contract.

8.01.4 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under this section, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of noeffect.

8.02 Release. The Consultant releases, relinquishes, and discharges the City, its council members, officials, officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by

insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

8.03 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under this Section and any Additional Insured requirements under Article IX, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE IX

INSURANCE

9.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below.

9.02 Subconsultant must provide Worker's Compensation/Employer's liability, Professional Liability, CGL, and Automobile Liability coverage with equal limits as Consultant; provided, however, the limits of such insurance may be adjusted in accordance with the nature of each Subconsultant's operations but, if such adjustment is requested, it must be submitted to City for approval before the Consultant enters into an agreement or any work commences under the agreement in question.

9.03 During the term of this Contract all Consultant's insurance policies shall meet the minimum requirements of this section:

Types. Consultant shall have the following types of insurance:

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Workers' Compensation/Employer's Liability.
- (d) Professional Liability.

9.04 **Certificates of Insurance.** For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance

and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as **Exhibit C**, and approved by the City before any letter of authorization to commence project will issue or any work on the Project commences.

9.05 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be named on the Certificate of Insurance.
- (c) "Claims made" policies will not be accepted, except for Professional Liability Insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Cibolo.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.
- (f) Additional Insured Status. To the fullest extent permitted under Texas law City, and Indemnitees, shall be included as additional insureds on each CGL policy procured by Consultants and Subconsultants using ISO Additional Insured Endorsements CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (completed operations) or endorsements providing equivalent coverage. Such parties shall also be included as additional insureds on all other policies procured by Consultant and Subconsultants except Worker's Compensation/Employer's Liability and Professional Liability with endorsements approved by City. Notwithstanding anything to the contrary, such additional insured coverage shall not exceed that allowed under Texas law.

9.06 Commercial (General) Liability requirements. The following Commercial (General) Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated " A:VI II" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a 2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (d) The coverage shall not exclude premises/operations; independent contracts,

products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.

- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

9.07 Business Automobile Liability requirements. The following Business Automobile Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

9.08 Workers' Compensation/Employer's Liability Insurance requirements. The Workers' Compensation/Employer's Liability Insurance shall include the following terms:

- (a) Employer's Liability limits of 1,000,000 for each accident is required.
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- (c) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

9.09 Professional Liability requirements. The following Professional Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of Cibola when requested.
- (c) Professional liability coverage will be obtained and maintained by Consultant and Subconsultant with policy limits set forth above to insure from and against all negligent acts, errors, and omissions in the professional services performed by them, and their agents, representatives, employees, and Subconsultants.

Coverage shall provide full prior acts coverage or a retroactive date not later than the date the services are first performed in connection with the Project. Policies shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (i) bodily injury or property damage where coverage is provided on behalf of design professionals or Subconsultants; (ii) habitational or residential operations; (iii) pollution, mold and/or microbial matter and/or fungus and/or biological substance; (iv) punitive, exemplary or multiplied damages; or (vi) design services. All policies shall be maintained until all claims arising out of the services provided by each entity are barred by the statute of repose under Texas law. Coverage under any renewal policy shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

- (d) Retroactive date must be shown on certificate.

ARTICLE X TERMINATION

10.01 The City may terminate this Contract at any time, for any reason or no reason upon thirty (30) calendar days written notice. Upon Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date. Consultant shall not be entitled to be paid for Services not performed or profit on Services not performed or any other consequential damage based on a similar theory.

10.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant five (5) calendar days written notice. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

10.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

10.04 The City may, without cause, order the Consultant in writing to suspend, delay, or interrupt the Services or the Project in whole or in part for such period of time as the City may determine. Upon receipt of such notice, the Consultant shall, unless the notice requires otherwise, immediately discontinue services on the date and to the extent specified in the notice. The Consultant shall be compensated for services performed prior to notice of such

suspension. When the services under this Contract are resumed, the Consultant shall be compensated for expenses directly and necessarily incurred in the interruption and resumption of the Consultant's services, without markup.

ARTICLE XI MISCELLANEOUS TERMS

11.01 Consultant hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

- (a) With respect to providing Services hereunder, Consultant shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.
- (b) Pursuant to Texas Local Government Code Chapter 176, Consultant shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time Consultant submits this signed Agreement to City of Cibolo. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If Consultant certifies that there are no Conflicts of Interest, Consultant shall indicate so by writing name of Consultant's firm and "No Conflicts" on the TEC Form CIQ.
- (c) If Consultant is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, Consultant shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to CITY at the time Consultant submits this signed Agreement to CITY. TEC Form 1295 and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/filinginfo/1295/>. Consultant agrees and acknowledges that this Agreement shall be of no force and effect unless and until Consultant has submitted said form to CITY, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.
- (d) As required by Chapter 2271, Texas Government Code, Consultant hereby verifies that Consultant, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.
- (e) Pursuant to Chapter 2252, Texas Government Code, Consultant represents and certifies that, at the time of execution of this Agreement, neither Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist

organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

- (f) As required by Chapter 2274, Texas Government Code, Consultant hereby verifies that Consultant, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term “boycott energy companies” in this paragraph has the meaning assigned to such term in Section 809.001 of the Texas Government Code, as amended.
- (g) As required by Chapter 2274, Texas Government Code, Consultant hereby verifies that Consultant, including a wholly owned subsidiary, majority-owned subsidiary, Parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term “discriminate against a firearm entity or trade association” in this paragraph has the meaning assigned to such term in Section 224.001(3) of the Texas Government Code, as amended.
- (h) Pursuant to Chapter 2274, Texas Government Code, in the event that the Work includes direct or remote access to or control of critical infrastructure, Consultant represents and certifies that Consultant, including a wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of same, is not owned by or the majority of stock or other ownership interest of Consultant is not held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or any country designated as a threat to critical infrastructure by the governor under Section 2274.0103 of the Texas Government Code (“Designated Country”), (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or directly controlled by a Designated Country; or (iii) headquartered in a Designated Country. The term “critical infrastructure” in this paragraph has the meaning assigned to such term in Section 2274.0101 of the Texas Government Code, as amended.

11.02 This Contract, its construction, and any disputes arising out of, connected with or relating to the Contract, shall be governed by the laws of the State of Texas, without regard to any conflict of law principles. Any claim or dispute arising out of or related to this Contract shall be subject to litigation in the District Courts of Guadalupe County, Texas.

11.03 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of Cibolo

Consultant

**Attn: City Manager
200 South Main Street
Cibolo, Texas 78108**

**Attn: Abby Gillfillan
Lionheart Places, LLC
1023 Springdale Road Suite 6-E
Austin, Texas 78721**

**With copy to:
City of Cibolo
Attn: Leili Samuelson
200 South Main Street
Cibolo, Texas 78108**

11.04 Consultant, its employees, associates or subconsultants shall perform all the work hereunder. Consultant agrees that all of its associates, employees, or subconsultants who work on this Project shall be fully qualified and competent to do the work described hereunder. Consultant shall undertake the work and complete it in a timely manner.

11.05 The Consultant shall comply with applicable local, state and federal rules, regulations, ordinances and codes, life safety codes, building codes, zoning codes, and accessibility requirements and codes, including, but not limited to the provisions of the Americans with Disabilities Act, the Immigration Reform and Control Act (IRCA), the *Texas Accessibility Standards of the Architectural Barriers Act* located at Chapter 469 of the Texas Government Code, the Federal Fair Housing Amendment Act, and all other regulatory requirements, laws, standards, codes and statutes related to the Project,. The Consultant may not knowingly obtain the labor or services of an undocumented worker. The Consultant, not the City, must verify eligibility for employment as required by IRCA.

11.06 Action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

11.07 This Contract and all rights and obligations contained herein may not be assigned by Consultant without the prior written approval of the City.

11.08 Invalidity. If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality,

and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

11.09 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

11.10 This Contract represents the entire and integrated Contract between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

11.11 Attorney Fees. If it is necessary for either party herein to file a cause of action at law or in equity against the other party due to: (a) a breach of this Contract by the other party and/or (b) any intentional and/or negligent act or omission by the other party arising out of this Contract, the non-breaching or non-negligent party shall be entitled to reasonable attorney's fees and costs, and any necessary disbursements, in addition to any other relief to which it is legally entitled.

11.12 Cumulative Mutual Remedies. In the event of default by a party herein, the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

11.13 No Third Party Beneficiary. The parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the parties hereto.

11.14 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

11.15 This Contract goes into effect when duly approved by all parties hereto.

11.16 Notice of Indemnification. City and Consultant hereby acknowledge and agree this Contract contains certain indemnification obligations and covenants.

List of Exhibits:

Exhibit "A" Scope of Services

Exhibit "B" Payment Schedule

Exhibit "C" Certificates of Insurance

CITY OF CIBOLO

LIONHEART PLACES, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SAMPLE

EXHIBIT "A"
SCOPE OF SERVICES

SAMPLE



Consulting and Other Professional Services for Old Town / Downtown Master Plan

RFQ #25-144-03 | NOVEMBER 15, 2024



1023 Springdale Road, Suite 6-E
Austin, TX 78721 | 512.520.4488

Abby Gillfillan, AICP
abby@lionheartplaces.com



November 14, 2024

Dear Ms. Samuelson,

We are excited to present our proposal for the Cibolo Old Town / Downtown Master Plan. At Lionheart Places, LLC, we are dedicated to building “beloved communities” by creatively “out-creating” challenges, attentively listening to stakeholder hopes and concerns, and ultimately providing measurable evidence of the project’s success. Our conveniently located office at 1023 Springdale Road, Austin, TX 78721, is well-equipped to support the City of Cibolo in this important endeavor.

We fully comprehend the City’s objectives to not only update the Cibolo Old Town / Downtown Master Plan with several new elements but also to develop realistic and detailed urban design plans for catalytic sites in an effort to expand on the successes of the district. Additionally, we recognize the importance of creating a trackable implementation plan that ensures sustained progress following the plan’s adoption.

Lionheart stands out as the ideal partner for this project due to our structured and adaptable approach. Our approach to the Cibolo Old Town / Downtown Master Plan includes close collaboration with the City and Advisory Committee to draft a vision, goals, and metrics, focusing on the foundational elements of the area like mobility, parking, land use, public spaces, economic development and urban design. We aim to identify and develop key sites that will serve as catalysts for broader community development, factoring in economic viability, community impact, and sustainability. Lionheart prioritizes innovative and inclusive stakeholder engagement, utilizing both traditional and digital methods to ensure broad and representative community involvement.

As the Principal for the Cibolo Old Town / Downtown Master Plan, I will provide thought leadership and oversee the day-to-day efforts of our team. Olivia Sullivan will be the Project Manager and we will serve as your primary points of contact throughout the project. Lionheart is collaborating with several esteemed firms to bring specialized expertise to different aspects of the plan. Doucet & Associates will play a key role in connectivity planning, civil engineering, and green strategies. They are tasked with leading the thoroughfare portion of the project, bringing a deep understanding of the community to quickly identify opportunities and challenges. Hawes Hill & Associates will contribute to economic development and provide strategies for the implementation and financial aspects of the project. Their expertise will be crucial in developing actionable and sustainable economic initiatives. Lastly, Dixon Resources Unlimited will provide parking solutions with a focus on making parking easy, convenient, and accessible in downtown Cibolo.



We eagerly anticipate the opportunity to align our process with the City of Cibolo's vision, aiming to deliver an impactful and lasting Old Town/ Downtown Master Plan. As the primary contact authorized to represent Lionheart, I am fully committed to this project and am enthusiastic about applying our expertise and distinctive approach to develop a comprehensive plan that truly reflects the community's aspirations.

For any questions or further discussion, please feel free to email me at abby@lionheartplaces.com or call at 512-644-9628.

Abby Gillfillan

Abby Gillfillan, AICP
Principal and Owner
Lionheart Places, LLC



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05

ABILITY TO COMPLY WITH EXHIBIT A

06

CERTIFICATION AND ACKNOWLEDGMENT

BRICK AND MORTAR DISTRICT | KYLE, TEXAS
DESIGN BY LIONHEART



3 TAB A FIRM & PROJECT TEAM BACKGROUND

BRICK AND MORTAR DISTRICT

Firm & Project Team Background

Lionheart is a den of brave and curious people creating places that make lives better. Collaboration is the heart and soul of how we work with our clients, each other, and all stakeholders throughout the planning, design, and construction process.

Lionheart

Lionheart is an award-winning, women-owned planning, urban design, and landscape architecture practice for private, institutional and public sector clients. Founded by Rebecca Leonard in 2016, Lionheart is a Limited Liability Corporation (LLC) that includes certified planners and licensed landscape architects bringing decades of experience with projects that span the country, from built to natural environments. We take on every project with the determination of seeing it built and have amassed a portfolio that represents well over \$100 million in private and public investment. Our experience is a foundation for leading design with curiosity and innovation, from concept through completion. Our work has been recognized with several national and regional awards from ULI, APA, and ASLA, as well as spotlights or certification by Landscape Architecture Foundation, SITES and Greenroads.

Placemakers around the world have unrealized plans sitting on shelves - plans for addressing poor infrastructure, economic development, redevelopment, restoration, and community building. At Lionheart, we design with the motto "courage to create," aiming to realize these complex ideas and actions with a multidisciplinary, collaborative, and inclusive approach. We believe that

as social and environmental systems strain and infrastructure fails to keep pace with the critical challenges that our cities and ecosystems face today, landscape architects, urban designers, and planners have a responsibility to commit to positively and meaningfully shaping environments with holistic benefits for all. With our work, we seek to enhance health & wellness, address disparities in social equity, and contribute to climate action. For each project and community, we endeavor to understand what quality of life means for them and build our project goals around their needs, hopes, and fears. Our design process is guided by a metrics-based approach that prioritizes transparency and trust, removes assumptions, and openly communicates and weighs the impacts of our projects. We view change as emergent from an accessible, inclusive, and accountable experience, throughout which all voices have the opportunity to be heard and give shape to their futures.

Similar Projects

Lionheart’s planning team navigates the complex, interconnected needs of changing places and communities by building a shared vision of the future and establishing a framework for implementation. Whether planning for public spaces, the built environment, transportation networks, or the intersection of all three, Lionheart weaves the forces of community values, market, finance, and political assets to build resilient communities prepared for the future.



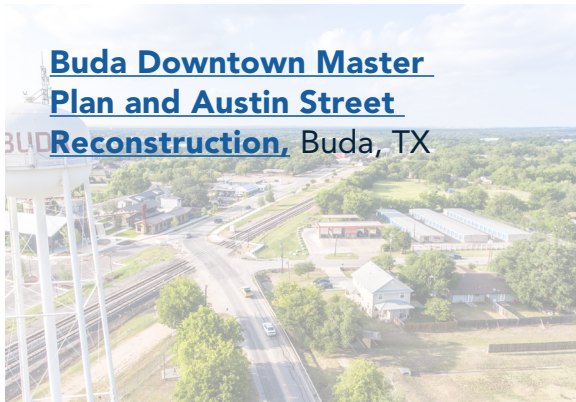
Plum Creek TIRZ Strategic Framework Plan, Kyle, TX

- 🏆 2024 Merit Award for La Verde Park (Built Work), American Society of Landscape Architects, Texas Chapter
- 🏆 2024 Great Places in Texas, Public Space Award for La Verde Park, American Planning Association, Texas Chapter



Taylor Comprehensive Plan and Downtown Master Plan Update, Taylor, TX

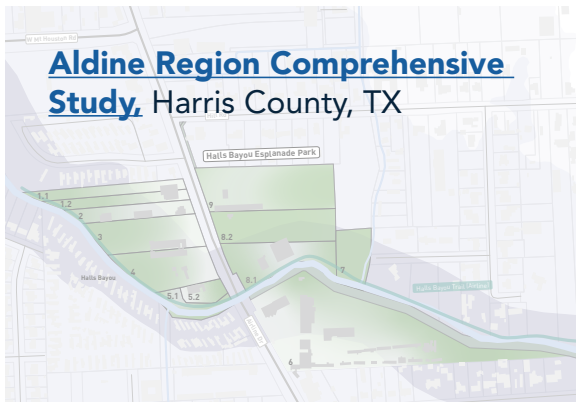
- 🏆 2022 Vernon Deines Honor Award for Comprehensive Plan for Envision Taylor Comprehensive Plan. Small Town and Rural Planning Divisions Awards Committee, American Planning Association



Buda Downtown Master Plan and Austin Street Reconstruction, Buda, TX



Stephenville Comprehensive Plan, Stephenville, TX



Aldine Region Comprehensive Study, Harris County, TX

Firm Leadership

Abby Gillfillan | Principal In Charge

Abby Gillfillan is an experienced urban planner with 15+ years in city planning, project management, and stakeholder engagement. As Principal in Charge for the Cibolo Old Town/Downtown Master Plan, Abby applies her expertise in crafting plans that promote sustainable, walkable, and economically resilient communities. Previously, as Planning Manager for San Marcos and in Wimberley's planning department, she contributed to key projects like the San Marcos Land Development Code rewrite and Workforce Housing Initiative.

At Lionheart Places, Abby has led notable projects, including the Buda Downtown Master Plan, Envision Taylor Comprehensive Plan, and Brodie PUD. Her work on the Buda Downtown Master Plan helped shape the city's vision, with the Austin Street Reconstruction serving as a prime example of her ability to turn strategic goals into impactful improvements. Abby also contributed to the Plum Creek TIRZ Strategic Framework Plan, supporting investment in the Brick and Mortar District and Mixed-Use Area.

Abby excels in building public-private partnerships and ensuring clear communication and community engagement throughout the planning and implementation process. She is committed to delivering projects that solve complex urban challenges and create vibrant, sustainable spaces.

Rebecca Leonard | Principal

Rebecca Leonard, FAICP, FASLA, CNU-A, is the founder of Lionheart with over 25 years of experience in landscape architecture, urban design, and community planning. Known for turning visionary ideas into actionable plans, Rebecca has led award-winning projects such as the Lafitte

Greenway in New Orleans, Uptown ATX in Austin, and the Houston Arboretum.

She has guided large scale initiatives like Envision New Braunfels and Envision Taylor, using innovative engagement methods to foster sustainable growth. Rebecca is also leading the update of Taylor's Downtown Plan, collaborating with stakeholders to transform it into a vibrant, multifunctional center.

Her work on projects like the Buda Downtown Master Plan and Plum Creek TIRZ Strategic Framework Plan demonstrates her ability to balance environmental, economic, and community needs. Rebecca's holistic design approach has shaped successful, resilient communities for cities, non-profits, and private developers across Texas and beyond.

Olivia Sullivan | Project Manager

Olivia Sullivan holds master's degrees in Community and Regional Planning and Urban Design from The University of Texas at Austin and brings six years of urban planning experience to her role at Lionheart Places. Passionate about creating equitable cities, she combines her policy expertise and design skills to shape plans that address both current needs and long-term growth. As Project Manager for the City of Lakeway's Comprehensive Plan, Olivia is implementing a "Strong Towns" approach by analyzing current conditions, presenting strategic alternatives, and coordinating with stakeholders to ensure the city's future is fiscally sustainable. She also created a website through the Konveio platform to actively solicit community feedback. Olivia has been integral to several key projects at Lionheart, including the Buda Downtown Master Plan, where she analyzed downtown conditions, benchmarked data from comparable cities, and developed an Existing

Conditions report. Her ability to synthesize complex information into accessible reports and visual materials contributed to a final plan that prioritized public projects to spur downtown investment.

Currently, Olivia is managing the update of Taylor's Downtown Plan to support anticipated growth following the Samsung Factory announcement and the adoption of the Envision Taylor Comprehensive Plan. She coordinates with key stakeholders, identifies catalyst sites, and outlines implementation strategies to establish downtown Taylor as a dynamic, multi-functional center for living, working, and recreation. Beyond her work on large scale city projects, Olivia also supports municipal clients with specific code updates, including a recent analysis of Boerne's Unified Development Code, and has conducted site suitability studies for the Heirloom Master Planned Community in Georgetown. Her attention to detail and strategic planning experience make her a vital asset in helping cities realize their vision for growth and resilience.

Current Projects

12 projects between January 2025 and June 2026

Team Members & Office Locations

Austin, Texas

- Abby Gillfillan | Principal In Charge
- Rebecca Leonard | Principal
- Olivia Sullivan | Project Manager
- Laura Chapa | Associate Planner and Urban Designer
- Andrew Lesmes | Planner and Landscape Designer

Subconsultants

Doucet & Associates, Inc.

Doucet & Associates, Inc. (Doucet) was founded by Amy and John Doucet in 1992 with a mission to build a civil engineering and land surveying firm that creates a positive difference in the lives of our clients and employees in the communities we serve. Our headquarters are located in Austin with offices in San Antonio, Houston, San Marcos, Williamson County, Dallas, and Gonzales, TX. As of May 31, 2023, Doucet & Associates, Inc. ownership was acquired via a stock purchase by Kleinfelder. Doucet is now a part of the Kleinfelder Company, with greatly expanded resources. We have 110+ licensed and certified professionals in civil engineering, public works, transportation, water resources, project management, and planning, surveying, and GIS systems.

Austin, Texas

- Lindsey Oskoui, AICP | Pedestrian and Transportation Planner

San Antonio, Texas

- Justin Murray, PE, CFM | Civil Engineer

Houston, Texas

- Frank Olshefski, PE, MBA | Transportation Engineer

Hawes Hill & Associates LLP

Hawes Hill & Associates LLP (HHA) is an economic and community development firm with a wealth of experience in "economic placemaking" - positioning communities and places to be catalytic, highly desirable and uniquely market competitive. Established more than 20 years ago, the firm has built a reputation for its ability to develop and implement plans based upon a deep understanding of local conditions and market trends, addressing some of

the most complicated issues facing the community, place or project, and carving a path to success. Not just any path to success, but one that is based on that place's unique traits and preferred position in the marketplace. For that reason, HHA is recognized throughout the State of Texas as the firm of choice when creative solutions are needed to recognize the qualities of place and move it toward its unique market position, including active implementation. The firm leads the field in relationship to improving and using local "economic infrastructure" to spur desired private investment including messaging, regulations, incentives, programming, strategic finance of capital improvements, and creation and management of special finance districts.

Houston, Texas

- Tony Allender | Economic Development
- Naina Magon | Economic Development

Dixon Resources Unlimited

DIXON is a California-based parking consulting firm, incorporated in 2012, and specializes in parking and data collection services. We understand that effective parking management relies upon accurate data, and we are committed to providing best-in-class data collection and analyses. With over 30 years of parking and transportation management experience, Julie Dixon founded DIXON with the direct goal of supporting municipal parking programs and to make parking easy, convenient, and accessible. We consider ourselves to be "Parking Coaches" because we offer best-in-class municipal parking solutions across a broad spectrum, including policies and planning, parking data, and operations. Based on industry awareness and our familiarity with parking policies and current developments, DIXON has

been sought for feedback and direction from parking programs both nationally and globally. Our knowledge of parking processes, policy, technology, and service solutions provides an immeasurable benefit to our customers. DIXON was recognized as a 2023 Organization of the Year by the International Parking & Mobility Institute (IPMI) for our extensive contributions to the parking and mobility industry and the exemplary service we provide to our clients. We were also recognized as the 2023 Contractor of the Year by the Santa Barbara County Special Districts Association for our work in Isla Vista (CA).

Dallas, Texas

- Peter MacDonald | Parking Consultant

Chicago, Illinois

- Allison von Ebers | Parking Consultant

San Diego, California

- Julie Dixon | Parking Consultant

BRICK AND MORTAR DISTRICT | KYLE, TEXAS
RENDERING BY DESIGN DISTILL



3 TAB B PROJECT EXPERIENCE AND QUALIFICATIONS

ATTACHMENT "1" -- CLIENT REFERENCE FORM

Project No. 1

Project Owner: City of Buda

Project Name: Buda Downtown Master Plan

General Description of Project:

The Buda Downtown Master Plan shapes the city center as a community hub that attracts both residents and regional visitors. To meet growing demand for vibrant, mixed-use spaces, the plan provides a sustainable development framework, addressing anticipated Central Texas growth. Spanning 522 acres from Onion Creek to N. Cedar Street and City Hall to south of Buda Mill & Grain Co., it incorporates community input to establish goals centered on quality of life. Dixon Resources Unlimited contributed a preliminary operational needs assessment and Parking Action Plan (PAP) for downtown Buda. Using a metrics-based approach, Lionheart communicates project impacts transparently, fostering community trust. Lionheart also leads Austin Street's conceptual design, bringing a key recommendation of the plan to life and enhancing downtown as a model for living, working, and gathering.

Project Cost: \$194,000 Date Project Started: 2022

Project Manager: Abby Gillfillan

Project Technical Lead (if different): Olivia Sullivan

Was original contract price met: Yes No

If No, please explain:

Was original contract schedule met: Yes No

If No, please explain:

Reference contact information (listing names indicates approval to contacting the named individuals as a reference):

Owner Name: Clancy Hardin

Organization Name: City of Buda

Owner Telephone Number: 512.523.0072 Owner Email: clancy.hardin@budatx.gov

ATTACHMENT "1" -- CLIENT REFERENCE FORM (CONTINUED)

Project No. 2

Project Owner: City of Kyle

Project Name: Plum Creek TIRZ Strategic Framework Plan

General Description of Project:

Plum Creek, a 7,000-resident community in Kyle, Texas, is growing rapidly, with the Brick and Mortar District envisioned as a regional mixed-use hub. To optimize funds from a new Tax Increment Reinvestment Zone (TIRZ), Lionheart developed a 5-Year Strategic Framework Plan, focusing on enhancing land value to benefit Kyle and Hays County. Key park projects include Heroes Memorial, La Verde Park, and Kyle Sportsplex, each offering unique recreational amenities. Since 2020, Heroes Memorial and La Verde have been completed through collaboration with the TIRZ Board and community stakeholders. Lionheart continues work on the Kyle Sportsplex and provides ongoing planning and landscape architecture support for the Brick and Mortar District, ensuring alignment with community goals through strategic recommendations.

Project Cost: \$50,000 Date Project Started: 2020

Project Manager: Abby Gillfillan

Project Technical Lead (if different): Rebecca Leonard

Was original contract price met: Yes No

If No, please explain:

Was original contract schedule met: Yes No

If No, please explain:

Reference contact information (listing names indicates approval to contacting the named individuals as a reference):

Owner Name: Travis Mitchell

Organization Name: City of Kyle

Owner Telephone Number: 512.262.1010 Owner Email: tmitchell@cityofkyle.com

ATTACHMENT "1" -- CLIENT REFERENCE FORM (CONTINUED)

Project No. 3

Project Owner: City of Taylor

Project Name: City of Taylor Comprehensive Plan and Downtown Plan

General Description of Project:

Lionheart led Envision Taylor, a comprehensive plan aimed at creating a resilient, equitable, and fiscally sustainable future for Taylor, Texas, a city poised for significant growth in Central Texas. To ensure broad public engagement during the COVID-19 pandemic, Lionheart employed innovative technology, including the Konveio platform, and hosted virtual workshops and meetings with City staff, streaming content on Facebook Live and public access channels. Building on their previous work with the award-winning Taylor Downtown Master Plan, Lionheart is now updating the Downtown Plan to support upcoming growth from the new Samsung Factory, coordinating with stakeholders, identifying catalyst sites, and crafting implementation strategies to foster diverse opportunities for living, working, and recreation in downtown Taylor.

Project Cost: Comp Plan: 2020 Downtown Plan Update: 2024 Date Project Started: Comp Plan: 2020 Downtown Plan Update: 2024

Project Manager: Comp Plan: Abby Gillfillan Downtown Plan Update: Olivia Sullivan

Project Technical Lead (if different): Comp Plan: Rebecca Leonard Downtown Plan Update: Rebecca Leonard

Was original contract price met: Yes No

If No, please explain:

The original contract price was met for the Comprehensive Plan.

Was original contract schedule met: Yes No

If No, please explain:

The original schedule was met for the Comprehensive Plan.

Reference contact information (listing names indicates approval to contacting the named individuals as a reference):

Owner Name: Tom Yantis

Organization Name: City of Taylor

Owner Telephone Number: 512.352.5990 Owner Email: tom.yantis@taylortx.gov

Select Firm Experience | Last 36 Months

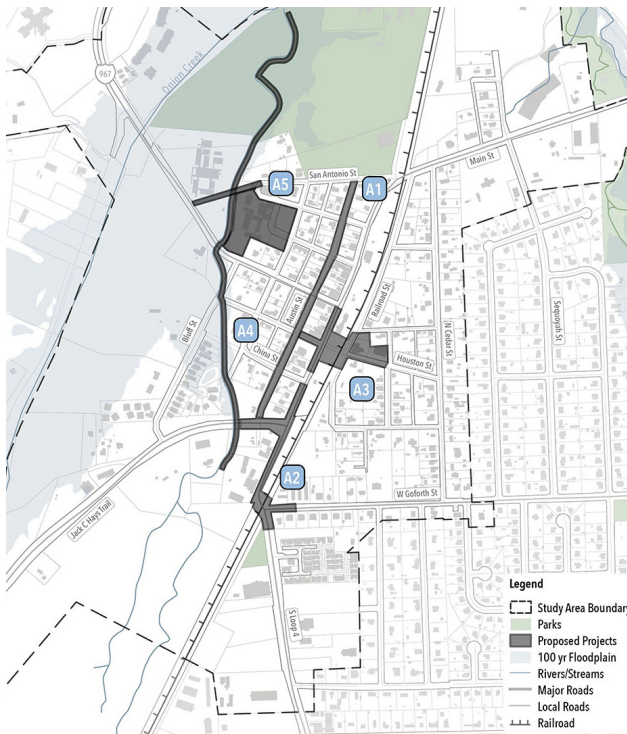
Over the past 36 months, Lionheart Places has developed a robust portfolio of impactful projects grounded in the belief that cities need thoughtful planning and design to foster vibrant, interconnected communities. What sets us apart is our unique approach to integrating systems such as mobility, open space, transit, and infrastructure. This approach, combined with our focus on resilience and reflecting the unique character of each region, ensures that our urban design and planning work is both functional and innovative. From large-scale comprehensive plans and streetscape design to the detailed integration of parks, trails, and community spaces, Lionheart delivers high-quality solutions across diverse project types.

In Central Texas, Lionheart is supporting the success of downtown Buda through its Downtown Master Plan, designed to reimagine the city's core as a vibrant, multi-functional space. Following adoption of the plan, Lionheart has continued working with the City on the Austin Street project, a priority project within the plan, linking downtown's popular Mill & Grain district with Buda City Park, creating walkable areas with public art, shaded gathering spaces, and enhanced pedestrian connectivity for residents and visitors alike.

Lionheart's ongoing collaboration with the City of Taylor underscores our comprehensive planning and neighborhood revitalization expertise. With Envision Taylor, we helped the city develop a forward-looking plan centered on resilience, equity, and fiscal sustainability to guide anticipated

Buda Downtown Master Plan and Austin Street Reconstruction

Buda, Texas



As a catalytic project recommended in the 2023 Buda Downtown Master Plan, the Austin Street Reconstruction represents Buda's vision to transform this street into a pedestrian-oriented space. The design will accommodate future redevelopment and property owner improvements along Austin Street.



Transforming Taylor's downtown into a vibrant hub for community life.

growth. What's unique about this plan is the extensive community feedback, even during the pandemic, laying a solid foundation for Taylor's future. The Taylor Downtown Master Plan Update builds on this by identifying catalyst sites and strategies to transform downtown into a lively hub for living, working, and recreation. Lionheart is currently working with private developers to implement the community's vision through the design and construction of Taylor Foundry, a new affordable community that builds on the traditional block network in Taylor. Taylor Foundry Neighborhood Plan, a mixed-use development plan, enhances connectivity, walkability, and opportunities for mixed-income housing. Additionally, to ensure the implementation of certain plan elements, we have crafted a Landscape Operations and Maintenance Plan outlining various maintenance strategies for key public landscape areas in the city.

In Kyle, Lionheart has fostered community connectivity and a sense of place through projects prioritizing accessibility and walkability. At Plum Creek, our planning services support lighting, streetscapes, and infrastructure improvements, seamlessly

integrating these elements within the broader community. La Verde Park, a 1.67-acre urban park that opened in 2023 in the Brick and Mortar District, exemplifies Kyle's vision for an active, sustainable community space. With rain gardens, native landscaping, and event spaces, the park anchors the area. It connects to Heroes Memorial Park via the Cultural Trail, a pedestrian corridor enriched with art and amenities. Lionheart's work includes ongoing projects at the Kyle Sportsplex, Brick and Mortar District's Retail Street, and The Grove—a mixed-use community with the VYBE Trail connecting residential and commercial areas, supporting vibrant community life.

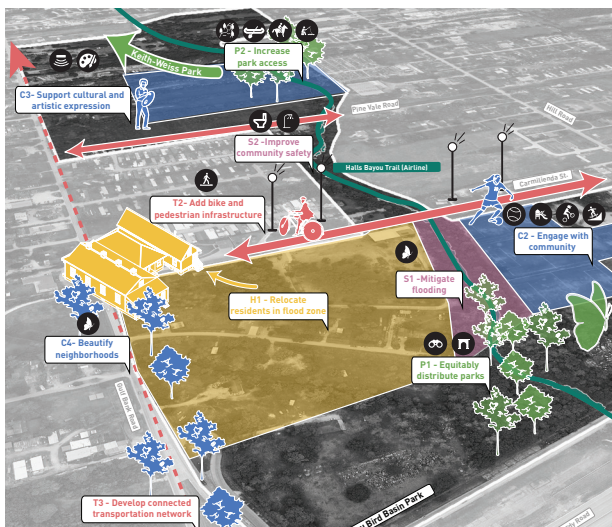
The Aldine Region Comprehensive Study in Houston demonstrates Lionheart's unwavering commitment to equitable community planning. Through bilingual engagement, we identified critical projects to address gaps in parks, affordable housing, and pedestrian networks for underserved Houston-area management districts that have long faced challenges in accessing public amenities. This commitment to social responsibility is a cornerstone of our work.

As Stephenville, Texas experiences rapid growth driven by Tarleton State University and statewide trends, Lionheart led the development of the Stephenville 2050 plan—a long-term, resilience-focused roadmap to manage growth sustainably over the next 25 years while supporting and enhancing the community’s identity as a historic rodeo town through historic preservation strategies. Grounded in public input, the plan balances development with efficient infrastructure and community support systems.

These examples collectively illustrate Lionheart’s expertise in leading projects that range from strategic long-range

plans to tangible site transformations. The Lionheart team navigates the complex, interconnected needs of changing places and communities by building a shared vision of the future and establishing a framework for implementation. Whether planning for transportation networks, public spaces, the built environment, or the intersection of all three, Lionheart weaves the forces of community values, market, finance, and political assets to build resilient communities prepared for the future. We engage community members and leadership on all projects in a dynamic, collaborative process rooted in transparency, accountability, and a sense of ownership.

Aldine Region Comprehensive Study Harris County, Texas



Serving as consultants, Lionheart spearheaded the analysis of parks, open spaces, drainage projects, community centers, and government-supported affordable housing initiatives. They also conducted comprehensive evaluations of bicycle and pedestrian connections while facilitating a series of public workshops to gather valuable community input.

Organizational Chart

Lionheart brings a wealth of knowledge that comes from a long history of working in Texas towns and cities. Our diverse team applies a philosophy of comprehensive thinking, stakeholder engagement, and transparent decision-making to all our work.

As Principal for the Cibolo Old Town / Downtown Master Plan, Abby Gillfillan will provide leadership and oversee the team’s daily efforts. Olivia Sullivan, as Project Manager, will join her as a primary point of contact throughout the project. Lionheart is collaborating with specialized firms to enhance the plan. Doucet & Associates will lead connectivity planning, civil engineering, and green strategies, focusing on thoroughfare improvements. Hawes Hill & Associates will address economic development and implementation strategies, creating actionable initiatives. Dixon Resources Unlimited will develop accessible and convenient parking solutions for downtown Cibolo.





Abby Gillfillan, AICP

Principal in Charge | Lionheart

Abby Gillfillan is a seasoned planner with over 15 years of experience in planning, project management, and stakeholder engagement. She has worked extensively in San Marcos and Wimberley, where she led the re-write of San Marcos' Land Development Code and coordinated its Workforce Housing Initiative. This included facilitating a task force and creating a Housing Action Plan. At Lionheart Places, Abby has successfully managed numerous mixed-use development projects, including the Brodie Oaks PUD, The Grove, Wolf Lane, and Heirloom. She is committed to helping communities solve complex problems through best practices, demonstrating her passion for creating vibrant, sustainable communities.

EDUCATION

Master of Public Administration, Texas State University

Bachelor of Arts in Public Administration, Texas State University

ACCREDITATIONS AND CERTIFICATIONS

2017: American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

American Planning Association

SPEAKING ENGAGEMENTS

"Environmental Humility, Equitable Housing and City Planning in the San Marcos Community" 2019 Philosophy Mixed Podcast Series – Texas State University – San Marcos

"Engaging the Community in Drafting a Development Code" 2018 American Planning Association Texas Chapter

Buda Downtown Master Plan *Buda, Texas*

Managed the Downtown Master Plan for Buda, Texas, prioritizing public projects to spur new development and leading to the conceptual design of a new shared street (Austin Street Reconstruction).

Austin Street Reconstruction *Buda, Texas*

Leading the Austin Street Reconstruction, a catalytic project from the 2023 Buda Downtown Master Plan, transforming the street into a pedestrian-oriented space with walkability, accessible parking, unified branding, public art, and gathering spaces to support future redevelopment.

Plum Creek TIRZ Strategic Framework Plan *Kyle, Texas*

Developed a strategic plan for how to best use TIRZ funds on public improvements that will catalyze further private development.

Envision Taylor Comprehensive Plan *Taylor, Texas*

🏆 2022 Vernon Deines Honor Award for Comprehensive Plan for Envision Taylor Comprehensive Plan. Small Town and Rural Planning Divisions Awards Committee, American Planning Association

Formulated a long-range plan for Taylor, Texas, a fast-growing community in Central Texas, through Envision Taylor, a strategic initiative aimed at fortifying the city's future resilience amidst anticipated growth. Leveraging innovative public engagement methods, including virtual workshops and the Konveio platform.

Aldine Region Comprehensive Study *Harris County, Texas*

Developed a plan that prioritizes equitable Capital Improvements in the Aldine region by using metrics to select projects that have the best outcomes when meeting community goals.

Stephenville, Comprehensive Plan *Stephenville, Texas*

Developed a long-range comprehensive plan for the City of Stephenville utilizing the "Strong Towns" approach to ensure growth is fiscally sustainable.

Brodie Oaks PUD and Master Plan *Austin, Texas*

🏆 2024 Next Big Idea Award for Brodie Oaks Redevelopment, Urban Land Institute, Austin Chapter

Master planning and entitlements services including design, stakeholder engagement and zoning application for a 37-acre shopping center redevelopment in a sensitive landscape.



Olivia Sullivan, AICP

Project Manager | Lionheart

With master's degrees in Community and Regional Planning and Urban Design from The University of Texas at Austin, Olivia has six years of experience in urban planning. She is passionate about creating equitable cities through policy and design. Before receiving her master's degrees, she worked on various long-term planning projects as a city planner in New York City. While at Lionheart, Olivia has contributed to a diverse range of planning projects, from municipal planning support to comprehensive plans.

EDUCATION

Master of Urban Design,
University of Texas at
Austin

Master of Community
and Regional Planning,
University of Texas at
Austin

Bachelor of City and
Regional Planning, Ohio
State University

ACCREDITATIONS AND CERTIFICATIONS

2024: American Institute of
Certified Planners

PROFESSIONAL AFFILIATIONS

American Planning
Association

2024: APATX Leadership
Academy

Buda Downtown Master Plan *Buda, Texas*

Conducted analysis of downtown Buda's conditions, compared data with benchmark cities, and assisted in creating the Existing Conditions report. Assisted with the creation of written and graphic materials.

Taylor Downtown Plan Update *Taylor, Texas*

Managing the update of the Taylor Downtown Plan to support anticipated growth. Coordinating with key stakeholders, identifying catalyst sites, and outlining strategies for implementation to ensure downtown Taylor offers diverse living, working, and recreation opportunities.

Boerne Downtown Planning Support *Boerne, Texas*

Assisted Boerne in streamlining processes in their Unified Development Code to comply with new state laws and supported updates to noise ordinances and food truck regulations.

Stephenville, Comprehensive Plan *Stephenville, Texas*

Developed a fiscally sustainable long-range plan for Stephenville using the "Strong Towns" approach. Coordinated with clients, subconsultants, and stakeholders to draft the comprehensive plan, including graphics, case studies, and an implementation plan.

Lakeway Comprehensive Plan *Lakeway, Texas*

Currently creating a long-range plan for the City of Lakeway that utilizes the "Strong Towns" approach, in order to maintain the city's level of service.

Heirloom Master Planned Community *Georgetown, Texas*

Analyzed site conditions to determine the areas most suitable for preservation or development and calculated housing unit yield counts for alternative development proposals. Drafted application materials and presentations for the City of Georgetown's Planning and Zoning Commission and City Council.

Washington Avenue Corridor Study *Houston, Texas*

Conducted site investigation and analysis to create graphic representations of the data collected to develop and present existing conditions. Assisted with community engagement and the creation of materials for the final deliverable.

Wolf Lane Mixed-Use Community *Austin, Texas*

Analyzed site conditions to determine the areas most suitable for preservation or development and calculated housing unit yield counts for alternative development proposals. Drafted application materials to be submitted to the city.



Rebecca Leonard, FASLA, FAICP, CNU-A

Principal | Lionheart

Rebecca Leonard, is the founder of Lionheart Places LLC and brings over 25 years of experience in landscape architecture, community planning, urban design, stakeholder engagement, and facilitation. Her thought leadership has shaped transformative urban projects, including the Lafitte Greenway (New Orleans), Houston Arboretum and Nature Center, Uptown ATX (Austin), Brick and Mortar (Kyle), Veramendi (New Braunfels), I-35 Cap and Stitch (Austin), and Bell District (Cedar Park). She has led master planning and design for large communities, corporate campuses, and resorts, with her projects earning numerous state and national awards.

A national leader in performance-based design, Rebecca strives to balance environmental, community, and economic benefits in every project, working closely with clients to ensure successful implementation. Her commitment to bridging vision and execution inspired her to establish Lionheart—a firm dedicated to helping clients turn their visions into reality

EDUCATION

Master of Urban and Regional Planning, Ball State University

Bachelor of Science in Environmental Design in Architecture, Ball State University

LICENSURE

Licensed Landscape Architect, Texas #3038

ACCREDITATIONS AND CERTIFICATIONS

2014: CNU-A

2009: CDT Certification

2007: NCI Charrette Facilitator

1999: American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

2016, American Institute of Certified Planners Council of Fellows

2024, American Society of Landscape Architects Council of Fellows

2018-present, Women in Landscape Architecture (WxLA) – Board Member

2023- present, EverGreen Austin – Board Member

Form Based Code Institute Congress for the New Urbanism

APA: Economic Development Division – Past Chair

APA: Urban Design and Preservation Division - Past Chair

Buda Downtown Master Plan *Buda, Texas*

Principal in Charge for the new Downtown Master Plan that prioritized and envisioned a handful of public projects intended to catalyze desired new development. This project led to a conceptual design of a new shared street in Downtown Buda.

Envision Taylor Comprehensive Plan *Taylor, Texas*

🏆 2022 Vernon Deines Honor Award for Comprehensive Plan for Envision Taylor Comprehensive Plan. Small Town and Rural Planning Divisions Awards Committee, American Planning Association

Led the development of a comprehensive plan focused on building resilience, equity, and fiscal sustainability. Amid COVID-19 restrictions, innovative public engagement methods—including virtual workshops, small group meetings, and the Konveio platform—were utilized to ensure broad community participation.

2015 Taylor Downtown Master Plan *Taylor, Texas**

🏆 2015 Project Planning Award, American Planning Association, Texas Chapter

Led a team to craft a plan revitalizing downtown with strategies for connectivity, pedestrian improvements, economic vitality, and heritage preservation, supported by detailed analysis and actionable recommendations.

Taylor Downtown Plan Update *Taylor, Texas*

Currently leading the update of the downtown plan amidst rapid growth, building on the 2015 plan. This update will identify catalyst sites and outline strategies to ensure downtown Taylor offers diverse opportunities for living, working, and recreation.

La Verde Park and Cultural Trail *Kyle, Texas*

🏆 2024 Great Places in Texas, Public Space Award for La Verde Park, American Planning Association, Texas Chapter

Oversaw the landscape architectural services including design, stakeholder engagement, and construction observation for \$4.5M improvements to a 1.6-acre park in the Brick and Mortar District. This was one of the first projects completed from the Plum Creek TIRZ Strategic Framework Plan. The cultural trail is in progress.

* Performed while at a previous firm



Laura Chapa

Associate Urban Planner and Designer | Lionheart

Laura Chapa is an urban planner and designer with over 10 years of experience in both the public and private sectors. Her career has spanned continents, shaping landscapes and urban spaces in Mexico, South America, and Europe. Laura is a seasoned project manager who has successfully led projects from concept through construction, ranging from urban parks to master plans. She is passionate about creating sustainable and inclusive public spaces, with a focus on connectivity and mobility for pedestrians and road network users. At Lionheart, Laura has significantly contributed to both urban planning and landscape architecture projects. Her dedication to integrating natural features and strategic design is evident in her approach, ensuring environments that foster community and sustainability.

EDUCATION

Master of Landscape Architecture, Universitat Politècnica de Catalunya, UPC

Bachelor of Architecture, Instituto Superior de Arquitectura y Diseño ISAD

LANGUAGES

English and Spanish



Andrew Lesmes

Planner and Landscape Designer | Lionheart

Born and raised in Central Florida, Andrew is a landscape designer, urban designer, and planner with 3.5 years of experience. He believes in the power of interdisciplinary work to create livable, multi-modal, and affordable places for all. Prior to his landscape architecture studies, he gained experience in urban planning, public lands management and social services work.

EDUCATION

Master of Landscape Architecture, The University of Texas at Austin

Bachelor of Environmental Studies, Rollins College

ACCREDITATIONS AND CERTIFICATIONS

2024: CNU-A

The Brick & Mortar District & La Verde Park *Kyle, Texas*

🏆 2022 Merit Award for La Verde Park and Cultural Trail, American Society of Landscape Architects, Texas Chapter

Coordinated projects and created 3D models for mixed-use development alternatives in The Brick & Mortar District. Assisted with construction administration for La Verde Park.

Austin Street Reconstruction *Buda, Texas*

Developed conceptual design diagrams, materials, planting and lighting palette. Developed schematic design pattern studies and block-level illustratives for streetscape elements.

Taylor Downtown Plan *Taylor, Texas*

Completed existing conditions analysis and GIS mapping, assisted in stakeholder open house facilitation.

Washington Avenue Corridor Study *Houston, Texas*

Site investigation and analysis, assisted on development and presentation of existing conditions document.



Justin Murray, PE, CFM

Engineer | Doucet

Mr. Murray brings 26 years of engineering and 15 years of project management experience. He has successfully led teams in completing drainage studies, complex H&H analyses, open channel designs, green infrastructure, bridge hydraulics and preliminary layouts, culvert designs, project programming, benefit-cost analyses, grant applications, and permitting agency coordination. His expertise in complex H&H modeling and his ability to guide the preparation of plans, specifications, and estimates are unparalleled in his field. He has been recognized by the American Society of Civil Engineers (ASCE) journal Civil Engineer and has published articles in several industry publications.

EDUCATION

Bachelors, Civil Engineering, University of Texas at San Antonio

LICENSURE

Professional Engineer (PE), No. 107586, TX

Certified Floodplain Manager (CFM), No. 3950-21N

Streets Condition Assessment *Cibolo, Texas*

Project manager for the condition assessment of 300 lane miles of roadway in the city of Cibolo. Results of the condition assessment were used to identify priority streets for further street maintenance activities. Scope included conducting briefings for city counsel on modes of failure and potential interventions to extend pavement life. Preliminary recommendations for parametric cost values based on PCI scoring were provided to identify the current asset value of city streets.

Design Criteria Manual Updates *Cibolo, Texas*

Led the development of drainage and temporary erosion control criteria modifications to the Design Criteria Manual. Developed criteria for storm drainage, channel, maintenance criteria, minimum detention criteria, 2D modeling guidelines, stream restoration, and low impact development.



Lindsey Oskoui, AICP

Planner - Transportation & Pedestrian Emphasis | Doucet

As Doucet's Planning Team Lead, Lindsey Oskoui, AICP has over 19 years of planning experience in the public and private sectors. For the majority of the last thirteen years she worked for Bee Cave, TX, initially as the City's first Planning & Development Director and subsequently as Assistant City Manager. During this time, in addition to overseeing the City's planning, engineering, building, code enforcement, parks, and facilities functions, she managed the preparation and implementation of the City's Comprehensive Plan, Thoroughfare Plan, Capital Improvements Plan, Pedestrian Connectivity Plan, Unified Development Code, and Master Plan for Central Park. She honed a mindfulness for shepherding long range planning efforts that were internally consistent with one another, as well as ongoing private development; fiscally responsible; pragmatic; and implementable. She was also a primary staff liaison to the Bee Cave Economic Development Corporation, TxDOT, and numerous other local, regional, and state agencies and organizations.

EDUCATION

Bachelor of Geography and Planning, Pennsylvania State University

Master of City and Regional Planning, University of North Carolina at Chapel Hill

ACCREDITATIONS AND CERTIFICATIONS

2008: American Institute of Certified Planners

Pedestrian Connectivity Plan & Implementation *Bee Cave, Texas*

Developed Bee Cave's first city-wide Pedestrian Connectivity Plan (2015), establishing a network of trails, sidewalks, and multi-use paths, and led updates in 2021 and 2023. Spearheaded easement acquisition, design, and construction for Phases 1 and 2 of the program. Directed feasibility analysis for a pedestrian bridge and prepared grant applications.



Frank Olshefski, PE, MBA

Transportation Engineer | Doucet

Frank Olshefski has over 40 years of Transportation Engineering experience on preliminary design and the preparation of Plans Specifications and Estimates for roadways, city streets, Toll Roads, TxDOT Highways, bridges, and roundabouts. Experience includes schematic design, roadway, bridge, storm sewer and inlet design, traffic control plans (TCP), permitting, TxDOT coordination, right-of-way (ROW) acquisition, public involvement, capital cost estimates, utility design/coordination, signing, pavement markings and channelization, pedestrian facilities, and bikeway design. His experience includes Alternative Analysis, feasibility studies, route studies and schematic design, roadway design, National Environmental Policy Act (NEPA) documentation and permitting, drainage studies and detention facility design, Federal Highway Administration (FHWA) and Union Pacific Railroad (UPRR) coordination, right-of-way (ROW) acquisition, public involvement, capital cost estimates, risk analysis, utility impact analysis and coordination, bridges, and pedestrian facilities. He is experienced in working with the Cities, Counties, Toll Roads, MPOs, Transit, Developers, and TxDOT.

EDUCATION

Bachelor of Science in Civil Engineering, University of Buffalo

Master of Business Administration, University of Houston

LICENSURE

Professional Engineer:
TX #61292

Landa Park at the Comal River *New Braunfels, Texas**

Managed the replacement of an off-system bridge over the Comal River at Landa Park, with a 60-ft single-span prestressed concrete bridge. The project added pedestrian walkways while maintaining the two-lane roadway and railroad crossing in an environmentally sensitive area. Design services included roadway alignment, traffic control, SWP3, drainage, utilities, and construction phase services to meet TxDOT standards.



Tony Allender, AICP

Economic Development | Hawes Hill

Tony offers three decades of experience discovering creative and implementable solutions for regions, communities, downtowns, and districts and other places throughout the country. He uses his understanding in economic development, urban planning, community identity and project implementation to craft solutions centered around memorable places, community transformation and sustainable economic prosperity. In addition to more than 17 years of experience in the private sector, Tony offers 15 years of public sector leadership in planning and economic development, including service as Director of Land Management for the City of League City. Throughout his career, Tony has been involved in development of numerous special area plans, master plans, comprehensive plans and economic development strategic plans. His experience ranges from small towns in Texas to the Emirate of Dubai.

EDUCATION

Bachelor of Urban Planning and Development, Ball State University

Bachelor of Environmental Design, Ball State University

ACCREDITATIONS AND CERTIFICATIONS

American Institute of Certified Planners,
014391

PROFESSIONAL AFFILIATIONS

Congress of New Urbanism

Downtown Development Plan *Conroe, TX*

Economic Development Strategic Plan *Mineral Wells, Texas*

Strategic Plan Implementation and Downtown Revitalization

Mineral Wells, Texas

Economic Market Position Report, Stephenville Comprehensive Plan

Stephenville, Texas



Naina Magon, AICP

Economic Development | Hawes Hill

Naina has over 25 years in economic development, planning and financial analysis experience. She serves both public and private sector clients in supporting new investment and facilitating development through creative and implementable solutions. Naina works with communities in understanding their current economic situation, identifying opportunities, and developing strategies and solutions to move forward. She has successfully combined her passion for planning, finance, and economic development, allowing her to create and implement solutions for communities, with the goal of enhancing prosperity for all. As a Principal with Hawes Hill & Associates, Naina has collaborated closely with communities, private investors, developers and other entities to successfully position locations for revitalization or catalyst projects for development. Throughout her career she has applied her unique skills to comprehensive plans, special area plans, transportation studies, economic development plans and financial feasibility studies for communities across the U.S.

EDUCATION

Masters of Urban Planning,
Texas A&M University at
College Station

Bachelors of Arts,
Economics, University of
Calgary, Canada

ACCREDITATIONS AND CERTIFICATIONS

2000: American Institute of
Certified Planners

PROFESSIONAL AFFILIATIONS

Urban Land Institute

Texas Economic
Development Council

Downtown Development Plan *Conroe, TX*

Economic Development Strategic Plan *Mineral Wells, Texas*

Reinvestment Zone Feasibility Analysis *Pflugerville, Texas*

**Cross Waters East Public/Private Partnership and Special District
Implementation** *Austin, Texas*



Julie Dixon

Parking Solutions Specialist | Dixon

Julie Dixon is the President and Founder of Dixon Resources Unlimited, a woman-owned parking consulting firm based in California that specializes in municipal solutions. With over 34 years in parking and transportation management, she has built her firm to deliver “best in class” parking services, including operations management, customer service, enforcement, citation processing, field maintenance, financial reporting, and integrated systems. Julie began her career as the first parking enforcement officer for the Santa Barbara County Sheriff’s Department in Isla Vista while studying at UC Santa Barbara. Her extensive experience includes managing complex transportation programs and advising municipalities of all sizes on policy, operations, and technology improvements. Since founding DIXON in 2012, Julie has led her team in guiding cities through operational and technology assessments, as well as procurement processes. Known as the “Parking Coach,” she was awarded Parking Today’s 2020 Parking Person of the Year and, more recently, CMPA’s Parking Professional of the Year for her dedication to enhancing the parking industry and customer experience.

EDUCATION

Bachelors, University of
California, Santa Barbara

Master of Business
Administration, Point Loma
Nazarene University

PROFESSIONAL AFFILIATIONS

California Mobility &
Parking Association (CMPA)

San Antonio, TX | Austin, TX | Buda, TX | Temple, TX | McKinney, TX

Julie oversaw high-level communication with City staff and elected officials, participated in on-site operational needs assessments, provided final review of all project deliverables and led community engagements and presentation materials.



Peter MacDonald

Parking Solutions Specialist | Dixon

Peter MacDonald, Director of Operations for DIXON, brings nearly 20 years of parking and mobility experience. Based in Dallas, TX, he specializes in implementation, operations, project management, and technology, having worked with agencies across North America. After earning a Business degree from Washington State University, Peter began his career managing downtown Seattle parking operations, overseeing permits, technology, and client support. His focus soon expanded to municipal parking management, including citation processing, payment systems, and mobility tech solutions. At DIXON, Peter supports both the team and clients, using his extensive expertise to tailor programs that meet community needs and drive operational excellence.

EDUCATION

Degree, University

LICENSURE

Licensed Landscape Architect, Texas 000-000

Asheville, NC

Provided guidance and strategic insights regarding the operational needs assessment and Parking Action Plan.

Manhattan Beach, CA

Managed the on-site operational and parking technology equipment assessment, which led to the development of a summary report highlighting existing parking program operation and conditions.

San Luis Obispo, CA

Provided strategic insights regarding custom financial modeling and a parking utilization study.



Allison von Ebers

Parking Solutions Specialist | Dixon

Allison von Ebers, a Senior Associate at DIXON based in Chicago, IL, has over ten years of experience in municipal parking operations. She oversees parking program implementations, from procurement and vendor support to operational assessments and strategic recommendations. Recognized in the National Parking Association's 40 Under 40 Class of 2021, Allison has led major technology roll-outs for cities such as Beverly Hills, Boulder, and Norwalk, improving permit and citation management systems. She also supports San Antonio with parking operations and technology updates, and has guided Buda and Temple in developing actionable Parking Action Plans.

EDUCATION

Degree, University

LICENSURE

Licensed Landscape Architect, Texas 000-000

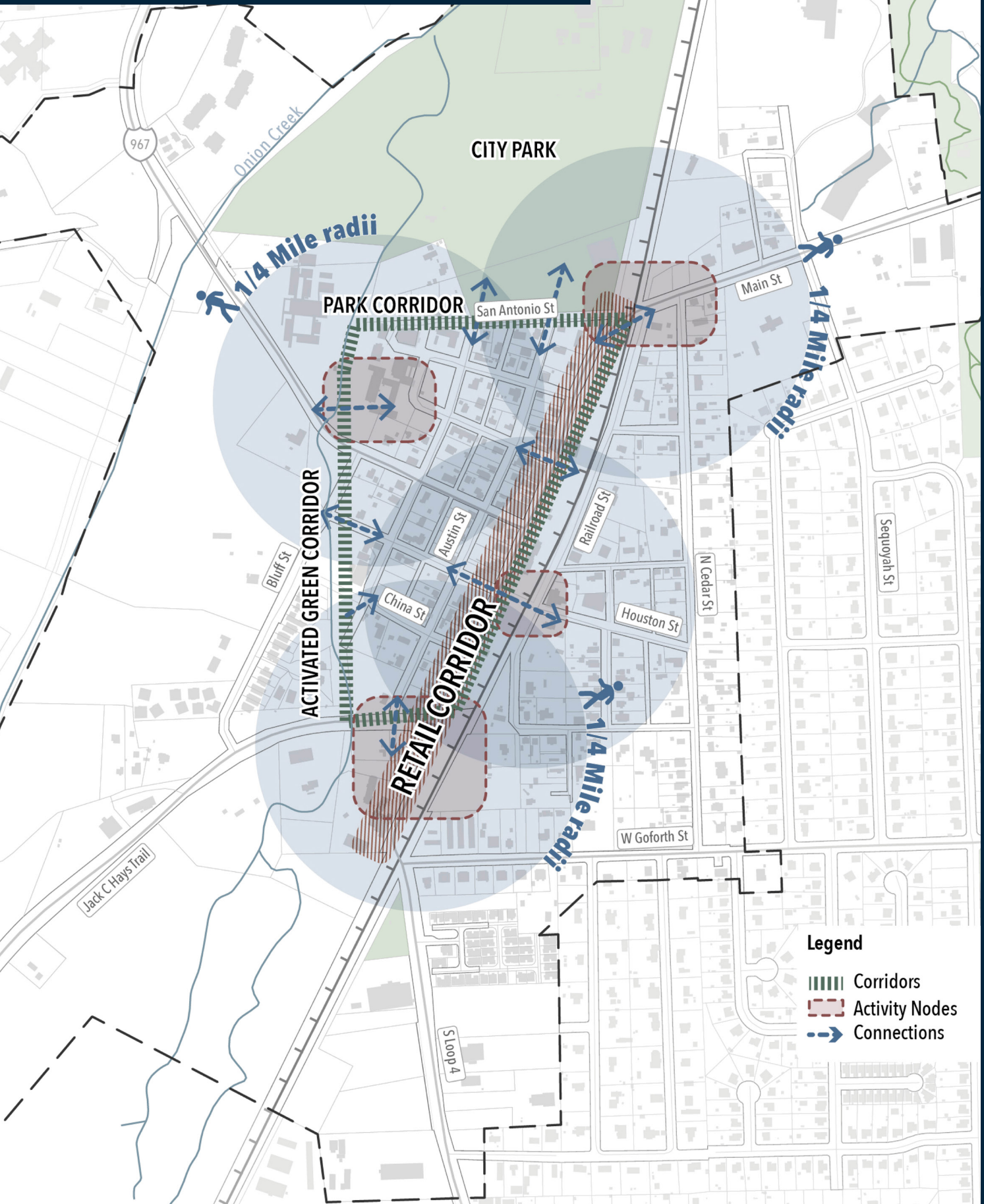
Buda, TX

Created a Parking Action Plan to develop an adaptable, sustainable, data-driven parking program to help mitigate current and future parking issues. Responsible for day-to-day communications and direct task-based assignments.

Temple, TX

Managed the operational needs assessment to understand the utilization of parking assets and created a Parking Action Plan to centralize parking operations. Responsible for day-to-day communications and direct task-based assignments.

BUDA DOWNTOWN MASTER PLAN | FRAMEWORK PLAN
 BUDA, TEXAS

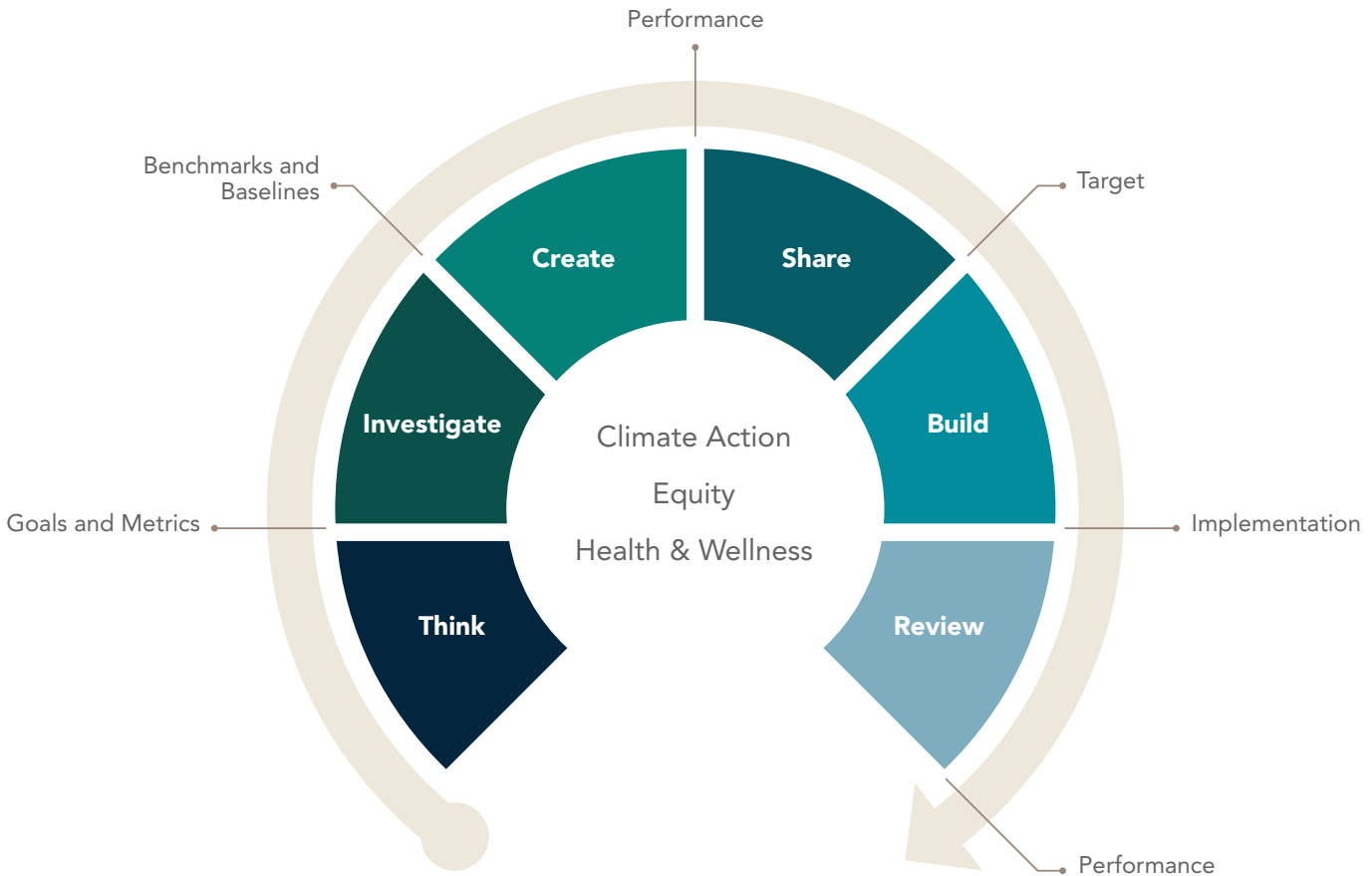


Legend

-  Corridors
-  Activity Nodes
-  Connections

Methodology and Approach

Through the Lionheart Process, every project we take on is part of a larger vision to increase three key elements of life: health and wellness, climate action, and equity.



At Lionheart, we embark on each project with a profound sense of responsibility and dedication to our clients, the wider community, and the environment we all share. Our ethos is rooted in three fundamental pillars: climate action, equity, and health. These are the cornerstones for addressing the myriad challenges our world faces today. Our approach to the Old Town/ Downtown Master Plan in Cibolo, TX, is no exception, as we strive to intertwine these values with Cibolo’s unique needs and aspirations.

Our steps are methodical yet adaptable, comprising ‘Think,’ ‘Investigate,’ ‘Create,’ ‘Share,’ and culminating in ‘Build’ and ‘Review.’ For the Old Town/ Downtown Master Plan, we will focus on the first four stages, setting the groundwork for a seamless transition into construction and post-project evaluation. Our process, though sequential, is flexible enough to allow overlapping of tasks when necessary, ensuring efficiency and dynamism in our approach. This methodical yet adaptable approach instills confidence in our clients and stakeholders, assuring them that we

During the first meeting with the Downtown Taylor Advisory Committee, the group participated in a Hopes & Fears exercise to identify the plan's vision and goals.



are prepared to handle any unforeseen challenges. It also allows more time to work with our clients on design and innovation specific to the unique challenges and opportunities in Old Town / Downtown Cibolo.

Our commitment to quality and best practices is unwavering. Our planning documents adhere to the standards outlined in the PAS Report 589: Creating Planning Documents and Landscape Architecture Documentation Standards: Principles, Guidelines, and Best Practices, industry standards, co-developed by our founding partner, Rebecca Leonard. This dedication to excellence is reflected in every aspect of our work, ensuring that the outcomes not only meet but exceed the highest industry standards.

Our engagement with the Old Town/ Downtown Master Plan is more than a project; it's a comprehensive journey toward creating sustainable, equitable, and healthy environments. From conception to

completion, our approach guarantees that the project remains aligned with our core values and our client's vision, delivering impactful and lasting results.

Task 0: Care

Our work begins with 'Care' – a deep understanding of the communities we work in, their values, and the specific challenges they face. This empathy forms the foundation upon which we build every aspect of our projects. It's not just about meeting expectations but transcending them and creating solutions that resonate on a personal and community level. We recognize the invaluable role of the community in our projects, and we strive to create solutions that meet their needs and empower them to be champions of the plan's success and implementation

Task 1: Think

During Task 1: Think, the Lionheart team will work with the City of Cibolo staff and other stakeholders deemed essential to

the conversation, such as an appointed Old Town/ Downtown Plan Advisory Committee, Business and Property Owners, Residents, Historic Committee, Planning and Zoning Commission and City Council (this group is deemed “Key Stakeholders” throughout this proposal) to draft the Old Town/ Downtown Master Plan Vision, Goals, and Metrics. These goals will become the foundation of the Old Town/ Downtown Master Plan. They will be measured during Tasks 2 and 3: Investigate and Create and result in a preferred plan that builds on past planning efforts and successes to identify redevelopment opportunities, regulatory and policy updates, parking and mobility needs, infrastructure and drainage needs, parks and open space, culture, and urban design. The following milestones will occur during this task:

- a. Project Management Plan to describe the Client’s vision and critical success factors, detailed work plan (with tasks, resources, and milestones), roles and responsibilities, quality management

plan, communication plan, client care plan, quality control standards, and risk/change management plan. This is a living document that will be updated as the project progresses.

- b. Public Engagement Strategy to identify stakeholders and the engagement methods for each type of stakeholder to meet their desired level of information, participation, and feedback. The public engagement strategy will clearly define the engagement schedule, including city review times, feedback loops and updates, and the population of the Cibolo Tomorrow Plan.
- c. Kick Off Meeting(s) to discuss Project Management Plan and Public Engagement Strategy and initial vision, goals, and boundaries with City Staff and Key Stakeholders. This may happen in one or back-to-back meetings on the same day with various Key Stakeholders.



Stakeholder engagement is crucial to drafting a plan. This image shows residents of Stephenville crafting alternative future land use maps for the comprehensive plan.

At Lionheart, we believe firm reliance on analysis, data, and metrics is critical to accountable, transparent, and equitable processes.



- d. Document and Data Review and Summary to review and document goals, identify projects, policies, and programs from past planning efforts, and summarize outcomes and status. During this Task, the consultant will request all GIS and inventory data from the City.
- e. Initial Project Vision, Boundaries, Goals and Metrics will inform the direction of the plan and provide focus to the process and deliverables. Initial vision, goals, and metrics are derived from a review of past planning efforts and a kick-off meeting with staff. During this stage, we will also work with staff to establish the initial boundaries for the downtown and broader study area and provide direction to existing conditions and analysis efforts. The initial project vision, goals, and metrics are reviewed, iterated, and validated during Phase 2: Investigate Stakeholders Dialogue #1: Defining the Vision and Goals.

Meetings and Deliverables

- a. Bi-weekly Core Team meetings - Virtual
- b. Project Management Plan
- c. Public Engagement Strategy
- d. Kick Off Meeting(s) – In Person
- e. Document and Data Summary
- f. Initial Project Vision, Boundaries, Goals and Metrics

Task 2: Investigate

During Task 2: Investigate, the Lionheart team will analyze the existing conditions and help identify opportunities to build on successes and mitigate challenges. At Lionheart, we believe firm reliance on analysis, data, and metrics is critical to accountable, transparent, and equitable processes. Data, metrics, and analyses will be compared to relevant benchmark communities selected by the Key Stakeholders. Metrics and analysis will focus

on the initial vision and goals established in Phase I to ensure they are applicable and help the community develop goals and metrics into actionable recommendations and outcomes. At the conclusion of Task 2, Lionheart will deliver Part I of the Old Town/ Downtown Master Plan, including all information analyzed and discovered during Tasks 1 and 2 of the project. In addition to documenting the work completed up to this point, the delivery of Part I of the plan allows staff an opportunity to review and comment on the plan before the final deliverable.

The following milestones will occur during this task:

- a. Analysis of Land Use, Policy, and Regulatory Framework to understand previously expressed ideas and plans for the study area, existing land use and economic development trends, as well as regulatory opportunities and obstacles will be analyzed. This analysis will result in the selection of catalytic sites and recommendations for future financing districts and/or public-private partnership opportunities. Similarly, interviews and coordination with stakeholders can help reveal current policy and regulatory documents that must be aligned with the vision and goals. Interviews will be conducted as part of the Stakeholder Dialogue #1, described below.
- b. Analysis of Baseline Conditions. Property inventory using open data and on-the-ground observations will help identify opportunity Sites and Catalyst Projects. The baseline conditions analysis will utilize city-provided data and inventory of sidewalks, historic buildings, land uses, businesses, utilities, streets, parks, gathering spaces, wayfinding and signage, city-owned property, land values, ownership, and parking.
- c. Analysis of Benchmarks and Comparable Projects/Places to inspire and inform potential strategies. During this phase, we will work with the City and Key Stakeholders to identify benchmark communities and projects for comparison.
- d. Analysis of Market Competitiveness to ascertain the strengths and weaknesses in the local market as well as opportunities unique to Cibolo Downtown. Using a series of variables, the team will establish a market competitiveness “score” defining how the community fares in comparison to others. The Analysis will also assess designated catalyst sites intended to be become destinations to establish metrics for success.
- e. Parking Operational Needs Assessment to conduct an initial Operational Needs Assessment, estimated for two days on-site. The parking operational needs assessment will be performed simultaneously with the Stakeholder Dialogue #1 and include a day on-site with City representatives, the City Council, and other downtown stakeholders. The Consultant Team will conduct ride-a-longs and stakeholder interviews during the Operational Needs Assessment to develop recommendations. The consultant team will assess the core elements of the parking program, including defining the area’s current and future parking needs. Special events will be an essential consideration, including one-off and regular annual events. As part of this process, we will evaluate current conditions against best practices and provide recommendations for future actions.
- f. Parking Action Plan (Add Alternate) The primary goal of a parking action

plan will be to identify the policies, procedures, and parking management strategies necessary to address Cibolo’s current and future parking needs, including special events and surrounding neighborhood impacts. We will use our regional experience to prepare a Parking Action Plan tailored to your parking challenges. The Parking Action Plan will provide concrete steps to guide staff through project implementation along various time horizons. Our firm will support a dynamic, hands-on approach to ensure the technologies, services, and policies are adaptive to Cibolo’s objectives.

- g. Stakeholders Dialogue #1: Defining the Vision and Goals to engage the community meaningfully so that all

points of view are considered from the beginning. Use this opportunity to review existing conditions data, validate the draft vision, goals, and metrics for the project, finalize the project boundaries, and obtain additional information for consideration in future tasks. Stakeholder Dialogue #1 will consist of up to 2 days of on-site tours, meetings, and interviews with key stakeholders and property owners, including UPRR, TxDOT, elected and appointed officials, business and property owners, including Schertz-Cibolo-Universal City Independent School District (SCUCISD), to discuss plans for their properties in Old Town/Downtown. Stakeholder Dialogue #1 will culminate in a public open house.

The Lionheart team, will organize our community dialogue with the following steps:

1 ONE MONTH BEFORE THE PUBLIC WORKSHOP:

We will start by publishing logistics information for our stakeholders to ensure they are well-informed about the upcoming event.

2 TWO WEEKS BEFORE THE PUBLIC WORKSHOP:

We will hold a teleconference with our client to review the run-of-show, detailing the event’s sequence to ensure everything flows smoothly.

We will also send out reminders about the public workshop, along with more information regarding the objectives and format of the event to keep everyone in the loop.

3 ONE WEEK BEFORE THE PUBLIC WORKSHOP:

We will conduct a teleconference with the Advisory Committee to go over the run-of-show, confirming that everyone understands their roles and the event’s structure.

4 ON THE DAY OF THE PUBLIC WORKSHOP:

We will check to confirm that all online materials are available and that the online capture tools are functioning correctly, allowing stakeholders to participate virtually.

We will facilitate the meeting and ensure that information flows in both directions—from us to the participants and from the participants back to us.

5 AFTER THE PUBLIC WORKSHOP:

We will continue to monitor the online materials and capture tools to ensure stakeholder participation.

Additionally, we will make “meeting-in-a-box” materials available for stakeholders to use in their own meetings, such as within neighborhood associations or service clubs.

Our aim is to foster a well-organized, inclusive, and productive community dialogue that allows for meaningful participation and exchange of ideas.

Meetings and Deliverables

- a. Bi-weekly Core Team meetings – Virtual
- b. Stakeholder Dialogue #1: Defining the Vision and Goals – In person
- c. Analysis and Benchmarks to be summarized and reviewed during Stakeholder Dialogue #1
- d. Part 1: Old Town/ Downtown Master Plan – A compilation of all analysis and feedback into Part 1 of the final document.

Task 3 Create

During Task 3: Create, the Lionheart team will work with the client to develop two to three different alternatives for the future of the catalytic sites and overall Downtown framework. These alternatives will be developed and measured against the goals of the project. During this phase, a preferred scenario will be selected based on the desired characteristics of each alternative.

The Natural Stitch



Three alternatives, Natural Stitch, Main Street Stretch, and Downtown Spread, were created and presented to the community to determine the preferred framework for the City of Buda Downtown Master Plan.

The following milestones will occur during this task:

- a. Urban Design Framework Alternatives (2-3) to explore various options for the plan. High-level conceptual plans for the development and redevelopment of catalytic sites and overall framework plans, including parks and gathering places, parking, trails, land uses, circulation, and streetscapes.
- b. Prototype and Test Alternatives to quantify inputs and analyze each alternative’s feasibility. Lionheart will also evaluate each alternative’s success in achieving project goals.
- c. Preferred Urban Design Framework for the preferred alternative that describes and depicts the vision of redevelopment and the distinct opportunities for public and private investment in the Study Area. They include:
 - i. Parks, Trails And Public Spaces;
 - ii. Land Uses;
 - iii. Development/Redevelopment Sites;
 - iv. Parking
 - v. Circulation; and
 - vi. Streetscapes.
- d. Implementation Roadmap to identify potential phasing considerations, partnerships, and priorities for the Preferred Urban Design Framework, including new strategies needed to ensure the plan’s implementation.
- e. Stakeholder Dialogue #2: Choosing a Preferred Path Forward to obtain feedback on the plan direction.

Stakeholder Dialogue #2 will include a series of meetings with property owners of catalytic sites and implementing agencies to review and provide input on alternatives. It may consist of a survey or other form of feedback and will culminate in a public open house.

Meetings and Deliverables

- a. Bi-weekly Core Team meetings – Virtual
- b. Urban Design Framework Alternatives (2-3 plans)
- c. Prototype and Test Alternatives

- d. Preferred Urban Design Framework
- e. Implementation Roadmap
- f. Stakeholders Dialogue #2: Choosing A Preferred Path Forward

Task 4 Share

In Task 4: Share, the Lionheart team will produce one draft and one final report to be reviewed and approved during this phase. The Old Town / Downtown Master Plan will include best practices necessary to implement recommendations for the best feasible scenario decided upon in Task 3: Create.



PROJECTS

Projects are built, permanent, physical changes.



PROGRAMS

Programs are one-time events or ongoing actions that influence the study area but do not require permanent physical changes.



POLICIES

Policies are legal norms, rules, or definitions that control and influence future changes.

We break down the implementation plan into projects, programs, and policies to provide implementers with clarity regarding the action items associated with each strategy.

The following milestones will occur during task 4:

- a. Stakeholders Dialogue #3: Implementation and Prioritization to obtain feedback on the next steps and implementation. Stakeholders Dialogue #3 includes meetings with implementing partners and agencies to better align the implementation strategies with funding sources, potential partners, and specific action steps.
- b. Draft Plan to document all processes, analyses, and recommendations in sufficient detail to guide the implementation of recommendations.
- c. Final Plan to address all comments obtained from Stakeholders Dialogue #3 and Key Stakeholders.
- d. Final Presentation(s) to up to three boards, commissions, or council presentations of recommendations to facilitate review and adoption of the Final Plan.

Meetings and Deliverables

- a. Bi-weekly Core Team meetings – Virtual
- b. Virtual Meetings with Up To 3 Key Stakeholders
- c. Stakeholders Dialogue #3: Prioritization and Implementation
- d. Draft Downtown Plan Update
- e. Final Downtown Plan Update
- f. Up To Three Final Presentation(s) To Boards, Commissions, or Council

Task 5 Build

Though not a part of this scope and contract, we are enthusiastic about helping you fulfill the vision outlined in the plan. We believe a built project is worth dozens of plans on the shelf! So, Lionheart will donate 50% of our hourly rates for the first steps in implementation (up to a value of 10% of Lionheart’s portion of the original fee). After Task 4: Share, we can discuss this opportunity in more detail.

Task 6 Review

We try to learn from each project’s successes and challenges. We will track progress on the plan and visit with you regularly to see if the built projects are still meeting project goals.

Project Understanding

Lionheart's deep understanding of both public and private sector needs makes us an excellent candidate to help the City of Cibolo build off the recent success of downtown and expand this development pattern to the intended catalytic sites.

Lionheart has a proven record of planning efforts that lead directly to redevelopment and revitalization, such as our work on the Brick and Mortar District in Kyle, Texas, Austin Street in Buda, Texas, and Bell District in Cedar Park, all of which began with a public planning process and are now in various stages of development led by both private and public sectors. We understand how to balance economic goals and successful project delivery with community character and public benefits. Our dual-sector insight equips us to effectively collaborate with stakeholders, ensuring that the downtown plan supports small businesses, stimulates local investment, and reflects the area's unique identity—ultimately creating a thriving, sustainable downtown core.

We understand that success in Downtown Cibolo means building on what makes Old Town special and extending that experience for visitors. In downtown Buda, we helped the community identify how to extend visitors' experience in terms of the amount of time they spend downtown and the types of experiences available including opportunities for overnight stays and new types of activities and events.

Strategic public investment in foundational infrastructure like drainage, mobility, or utilities and placemaking infrastructure like plazas and streetscapes are vital to creating an active and vibrant downtown to stimulate future redevelopment. The Cibolo Old Town / Downtown Plan will identify strategic public investments that can be financed and implemented. The most successful developments in the last several decades have included some level of the public and private sectors working together to realize community and development goals. The public sector ensures that public spaces are incorporated, dynamic, and draw activity to the area. This investment and support should come with a higher level of say in how the private spaces are built out and interact with the public realm. Private investment can then be reinvested back into the area.

HISTORIC DOWNTOWN CIBOLO
CIBOLO, TEXAS

3 TAB D COST PROPOSAL



Cost Proposal

The following fee estimate reflects the maximum fee based on the full scope included above in the proposal. We look forward to the opportunity to discuss both scope and fee in the future.

Fee Table

Task	Fees
Task One: Think	\$ 2,500
Task Two: Investigate	\$ 56,500
Task Three: Create	\$ 65,000
Task Four: Share	\$ 34,000
Travel and Reimbursable	\$ 2,000
Total	\$160,000
Add Alternate: Market Analysis	\$50,000
Add Alternate: Parking Action Plan	\$40,000
Total:	\$ 250,000.00

Hourly Billing Rates

- Principal \$200 - \$300
- Senior Engineer / Planner / Designer: \$100 - \$250
- Intern: \$85

Hours By Task

Task	Hours
Task One: Think	20
Task Two: Investigate	300
Task Three: Create	375
Task Four: Share	250
Total:	945

Assumptions for Staff Participation

This proposal assumes that City of Cibolo staff will participate with the following tasks:

Stakeholder Outreach

- The consultant will prepare materials, attend and participate in select events and deliverables as documented in the scope. Staff is responsible for event logistics and scheduling, outreach, website updates, social media, coordinating with key stakeholders, and sharing all feedback received.

Data and Mapping

- The consultant is responsible for analyzing and displaying data and maps. The City of Cibolo is responsible for providing all City of Cibolo specific sidewalk and parking inventories and data in GIS shapefile or spreadsheet format.

Any modifications to the program or scope will correspondingly impact the fees outlined here.

HISTORIC DOWNTOWN CIBOLO
CIBOLO, TEXAS



» TAB E ABILITY TO COMPLY WITH EXHIBIT A

ATTACHMENT "2" -- EXCEPTIONS FORM

REQUEST FOR PROPOSAL: OLD TOWN/ DOWNTOWN MASTER PLAN

Should your firm take exception to **ANY** of the terms and conditions in the Professional Services Agreement, or other contents provided in the Request for Proposal submit the following form with your RFP. If no exception(s) are taken, enter "NONE" for the first item. Make additional copies of this form if necessary.

Page Number: N/A Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

BUDA DOWNTOWN MASTER PLAN | PUBLIC ENGAGEMENT
BUDA, TEXAS



CERTIFICATION AND ACKNOWLEDGEMENT

The undersigned, as an authorized agent of the Respondent, hereby certifies:

The Respondent is in receipt of 1 addenda.

The Respondent certifies:

- that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract pursuant to Texas Government Code, Chapter 2271, Section 2271.002.
- that it does not do business with Iran, Sudan, or a foreign terrorist organization pursuant to Texas Government Code, Chapter 2252, Section 2252.153.
- that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement pursuant to Texas Government Code, Chapter 2274, Section 2274.002.
- that it (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement pursuant to Texas Government Code, Chapter 2274, Section 2274.002.
- that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country pursuant to Texas Government Code, Chapter 2274.
- that it is qualified to perform the work and services outlined in this RFP.
- that the Proposal has been arrived at independently and submitted without collusion with any other Respondent, CITY staff or CITY contractor, and the contents of the Proposal have not been communicated by the Respondent or, to the Respondent’s best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the Respondent, and will not be communicated to any person prior to CITY’s final action on this RFP prior to contract award. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a Proposal for the work.
- that the offers, terms and conditions of the Proposal will remain valid and effective and may be relied upon by CITY for a period of ninety (90) days following the Proposal closing date and time as identified in this RFP or addenda.
- that it has provided disclosure of all known claims for losses, damages, or indemnification, including any settled, threatened, or ongoing litigation, as required in Submission Requirements.

Signed By: *Abby Gillfillan* Title: Principal and Owner
 Typed Name: Abby Gillfillan Company Name: Lionheart Places, LLC
 Phone No.: 512.520.4488 Email: abby@lionheartplaces.com
 Remit Address: 1023 Springdale Road Suite 6-E Austin TX 78721
P.O. Box or Street City State Zip
 Federal Tax ID No.: 81-4249413 DUNS No.: N/A
 Date: 11/14/2024



 LIONHEART

1023 Springdale Road, Suite 6-E, Austin, TX 78721 | 512.520.4488

EXHIBIT "B"

PAYMENT TERMS

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

The Consultant may submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. Consultant will submit and City will pay monthly invoices based on the mutually agreed upon percentage of each scope of work attached on the Proposal or as shown on the below schedule of payment per phase.

SAMPLE

EXHIBIT "C"
CERTIFICATES OF INSURANCE

SAMPLE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Lionheart Places LLC
Austin, TX United States

Certificate Number:
2025-1253970

Date Filed:
01/06/2025

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Cibolo

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25-144-03
CONSULTING & OTHER PROFESSIONAL SERVICES FOR OLD TOWN/ DOWNTOWN MASTER PLAN

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Leonard, Rebecca	Austin, TX United States	X	
	Gillfillan, Abby	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

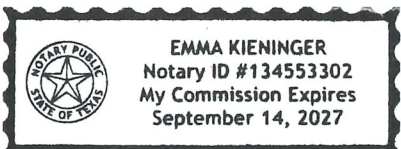
6 UNSWORN DECLARATION

My name is ABBY Gillfillan, and my date of birth is 01/31/1979.

My address is 1903 C Dutton Dr (street), San Marcos (city), TX (state), 78666 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County County, State of Texas, on the 6th day of January, 2025.
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity (Declarant)



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

February 3, 2025

City of Cibolo
200 S MAIN ST PO Box 826
CIBOLO TX 78108-3681

Account Information:

Policy Holder Details :	LIONHEART PLACES, LLC DBA LIONHEART PLACES
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH & MCLENNAN AGENCY LLC 61616484 2500 BEE CAVE RD STE 125 AUSTIN TX 78746	CONTACT NAME:	
	PHONE (512) 226-7954 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Twin City Fire Insurance Company	NAIC# 29459
INSURED LIONHEART PLACES, LLC DBA LIONHEART PLACES PO BOX 6455 AUSTIN TX 78762-6455	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	X	X	61 SBA IS6222	02/03/2025	02/03/2026	EACH OCCURRENCE	\$1,000,000
		<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
		General Liability						MED EXP (Any one person)	\$10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							GENERAL AGGREGATE	\$2,000,000
	OTHER:							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY	X		61 SBA IS6222	02/03/2025	02/03/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO						BODILY INJURY (Per person)	
		ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>						BODILY INJURY (Per accident)	
		HIRE AUTOS <input checked="" type="checkbox"/>						PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB EXCESS LIAB	X		61 SBA IS6222	02/03/2025	02/03/2026	EACH OCCURRENCE	\$3,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$3,000,000
	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000								
A	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	
								E.L. DISEASE - POLICY LIMIT	
A	<input type="checkbox"/>	EMPLOYMENT PRACTICES LIABILITY			61 SBA IS6222	02/03/2025	02/03/2026	Each Claim Limit	\$10,000
								Aggregate Limit	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER**CANCELLATION**

City of Cibolo
200 S MAIN ST PO Box 826
CIBOLO TX 78108-3681

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH & MCLENNAN AGENCY LLC		NAMED INSURED LIONHEART PLACES, LLC DBA LIONHEART PLACES PO BOX 6455 AUSTIN TX 78762-6455	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Notice of Cancellation will be provided in accordance with Form SS1224, attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SS0008, attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008, attached to this policy. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 and the Hired Auto and Non Owned Auto Endorsement SS0666, attached to this policy. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 and the Umbrella Liability Provisions Form SX8002, attached to this policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Acct#: 2699162

02/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: PHONE (A/C, No. Ext): 888-828-8365		FAX (A/C, No):
	E-MAIL ADDRESS: insperitycerts@locktonaffinity.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Indemnity Insurance Company of North America			43575
INSURED LIONHEART PLACES, LLC. 1023 SPRINGDALE RD BLDG 6E AUSTIN, TX 78721-2442	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X	C7228401A	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER WHERE REQUIRED BY WRITTEN CONTRACT.
 All States Except ND OH WA WY

CERTIFICATE HOLDER

City of Cibolo, Texas
 200 South Main Street
 P.O. Box 826
 Cibolo TX 78108

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

Workers' Compensation and Employers' Liability Policy

Named Insured LIONHEART PLACES, LLC. 1023 SPRINGDALE RD BLDG 6E AUSTIN, TX 78721-2442	Endorsement Number
	Policy Number Symbol: WLR Number: C7228401A
Policy Period 10/01/2024 TO 10/01/2025	Effective Date of Endorsement 02/03/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the schedule.

Schedule

1. (X) Specific Waiver
Name of person or organization:
City of Cibolo, Texas

200 South Main Street
P.O. Box 826
Cibolo, TX 78108

- () Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations

3. Premium:

The premium charge for this endorsement shall be INCLUDED percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED



Authorized Representative