



"City of Choice"

## City Council Meeting

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Tuesday, January 27, 2026, 6:30 PM  
Council Chambers  
200 S. Main St.  
Cibolo, Texas 78108

Est. Duration: 2 hr 25 min

### 1. Call to Order

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### 2. Roll Call and Excused Absences

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2.A. Excused Absence

### 3. Invocation

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### 4. Pledge of Allegiance

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### 5. Public Hearing

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5.A. Public Hearing on a Resolution to Authorize Private Streets in Accordance with the 2024 Unified Development Code, Article 18. Transportation, for the Schlather Ranch residential subdivision. (Mr. Vasquez)

### 6. Citizens to be Heard

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This is the only time during the Council Meeting that a citizen can address the City Council. It is the opportunity for visitors and guests to address the City Council on any issue to include agenda items. All visitors wishing to speak must fill out the Sign-In Roster prior to the start of the meeting. City Council may not deliberate any non-agenda issue, nor may any action be taken on any non-agenda issue at this time; however, City Council may present any factual response to items brought up by citizens. (Attorney General Opinion - JC-0169) (Limit of three minutes each.) All remarks shall be addressed to the Council as a body. Remarks may also be addressed to any individual member of the Council so long as the remarks are (i) about matters of local public concern and (ii) not disruptive to the meeting or threatening to the member or any attendee including City staff. Any person violating this policy may be requested to leave the meeting, but no person may be requested to leave or forced to leave the meeting because of the viewpoint expressed. This meeting is livestreamed.

### 7. Consent Agenda - Consent Items (General Items)

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(All items listed below are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a Council member so requests, in which case the item will be removed from the consent agenda and will be considered as part of the order of business.)

7.A. Approval of the minutes of the Special City Council Meeting held on January 13, 2026.

7.B. Approval of the minutes of the City Council Meeting held on January 13, 2026.

## **8. Mayor's Follow-up**

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8.A. Union Pacific sidewalk across railroad track on Main St.

8.B. Main St. Crosswalks.

## **9. Staff Update**

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9.A. Administration

- a. Capital Improvement Program - Updates on Projects \*Main Street sidewalk across railroad - PLANNING \*SB 1555 Grant - PLANNING \*Veterans/Niemietz Park Renovations - PLANNING \*Community Center Renovations Phase II - PLANNING \*FM 78 - Water Main Extension - UNDER CONSTRUCTION \*FM 78 - Sewer Rehabilitation - UNDER CONSTRUCTION \*FM 1103 - Utility Relocation - DESIGN \*Deer Creek Blvd (Cordero to Falling Sun) - SUBSTANTIAL COMPLETION \*FY25 Street Rehabilitation Package 2 - UNDER CONSTRUCTION --Silver Wing (CVD to Thistle Creek) --Town Creek Road (Green Valley Rd. to Bentwood Pass) --Firebird Run (Silver Wing to Kipper Ave) \*Tolle Rd. - DESIGN \*Town Creek Trail - DESIGN
- b. RFP's, RFQ's, RFB's, and ITB's
- c. Staff Travel
- d. Aisin Facility Tour
- e. Council's Strategic Management Workshop date for 2026

9.B. Fire Department

## **10. Resolutions**

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10.A. Approval/Disapproval of a Resolution authorizing the submission of a grant application to the Office of the Governor for the Public Safety Project. (Chief Andres)

10.B. Approval/Disapproval of a Resolution authorizing the submission of a grant application to the Office of the Governor for the General Victim Assistance Project. (Chief Andres)

10.C. Approval/Disapproval of a Resolution authorizing the submission of a grant application to the Office of the Governor for the Peace Officer Mental Health Project. (Chief Andres)

10.D. Approval/Disapproval of a Resolution authorizing the submission of a grant application to the Office of the Governor for the Rifle Resistant Body Armor Project. (Chief Andres)

10.E. Approval/Disapproval of a Resolution authorizing the submission of a grant application to the Office of the Governor for the Active Attack Response Equipment Project. (Chief Andres)

10.F. Approval/Disapproval of a Resolution authorizing the submission of a grant application to the Office of the Governor for the Body Worn Camera Project. (Chief Andres)

10.G. Approval/Disapproval of a Resolution to approve the location of a Private Street Residential Subdivision for the Schlather Ranch Residential Subdivision. (Mr. Vasquez)

## **11. Ordinances**

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11.A. Approval/Disapproval of an Ordinance by the City Council amending Ordinance 1515 "Fee Schedule". (Ms. Miranda)

## **12. Discussion/Action**

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- 12.A. Discussion/Action to approve the Schlather Ranch Residential Subdivision Land Study. (Mr. Vasquez)
- 12.B. Discussion/Action to approve the Schlather Ranch Residential Subdivision Public Improvement Agreement. (Mr. Vasquez)
- 12.C. Discussion/Action on amending the approved minutes of the October 27, 2025, City Council Meeting. (Councilman McGlothlin)
- 12.D. Discussion/Action on a Coin Design Contest for the City of Cibolo Challenge Coin. (Councilman McGlothlin)
- 12.E. Discussion/Action on the proposed Planning and Zoning Commission Training starting with Preliminary Plat and Final Plat Ministerial Duties. (Mr. Vasquez)
- 12.F. Discussion/Action on the FY25 Annual Report and the updated FY26-27 Council Strategic Plan, including the public posting of these documents on the City's website, and setting a date for the 2026 Strategic Management Workshop. (Mr. Reed/Mr. Morris)
- 12.G. Discussion from Councilmembers that have attended seminars, events, or meetings. (Council)
- 12.H. Discussion on items the City Council would like to see on future agendas. (Council)
- 12.I. Discussion/Action on the review and confirmation of all upcoming meetings, special meetings and workshops and scheduling the time, date and place of additional meetings, special meetings or workshops. (Ms. Cimics)

## **13. Executive Session**

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The City Council will meet in Executive Session as Authorized by the Texas Gov't Code Section 551.071, Consultation with Attorney, and Section 551.074, Personnel Matters, to discuss the following:

- 13.A. City Secretary/Deputy City Secretary retirement, appointment, employment, evaluation, and duties.

## **14. Open Session**

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Reconvene into Regular Session and take/or give direction or action, if necessary, on items discussed in the Executive Session.

- 14.A. Executive Session Action

## **15. Adjournment**

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- 15.A. Adjourn Meeting

Peggy Cimics, TRMC

City Secretary

Pursuant to Section 551.071, 551.072, 551.073, 551.074, 551.076, 551.077, 551.084 and 551.087 of the Texas Government Code, the City of Cibolo reserves the right to consult in closed session with the City Attorney regarding any item listed on this agenda. This agenda has been approved by the city's legal counsel and subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551. This has been added to the agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144.

A possible quorum of Council, committees, commissions, boards and corporations may attend this meeting.

This facility is wheelchair accessible and accessible parking space is available. Request for accommodation or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary at (210) 566-6111. All cell phones must be turned off before entering the Council Meeting.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the \_\_\_\_ day of \_\_\_\_\_ 2026.

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Name and Title

A handwritten signature in blue ink that reads "Peggy Cimics". The signature is written in a cursive style.

Date Posted: January 21, 2026 10:54 am



City Council Regular Meeting Staff Report

**A. Public Hearing on a Resolution to Authorize Private Streets in Accordance with the 2024 Unified Development Code, Article 18. Transportation, for the Schlather Ranch residential subdivision. (Mr. Vasquez)**

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Public Hearing Item: 5A.
From	
Rick Vasquez, Director of Economic Development and Planning	

**PRIOR CITY COUNCIL ACTION:**

The City Council approved a preliminary plat for the Schlather Ranch Subdivision on 6/10/2025.

**BACKGROUND:**

The 2024 Unified Development Code (UDC), Article 18 establishes a procedure for creating subdivisions with a private street network. The intent of the Article is to allow private streets on a limited basis, allow Cibolo to remain competitive in the residential development market, and to provide a broader variety of residential areas to meet the needs of the residents of the city according to the UDC.

The location of each private street development must be approved by City Council.

A public hearing and recommendation from the Planning and Zoning Commission is required. The City Council must also conduct a public hearing prior to authorizing a private street development.

The City Council must also approve a Land Study for a private street development. Land studies are typically used for master planned or multi-phased land development projects.

**STAFF RECOMMENDATION:**

Conduct public hearing.

**FINANCIAL IMPACT:**

N/A

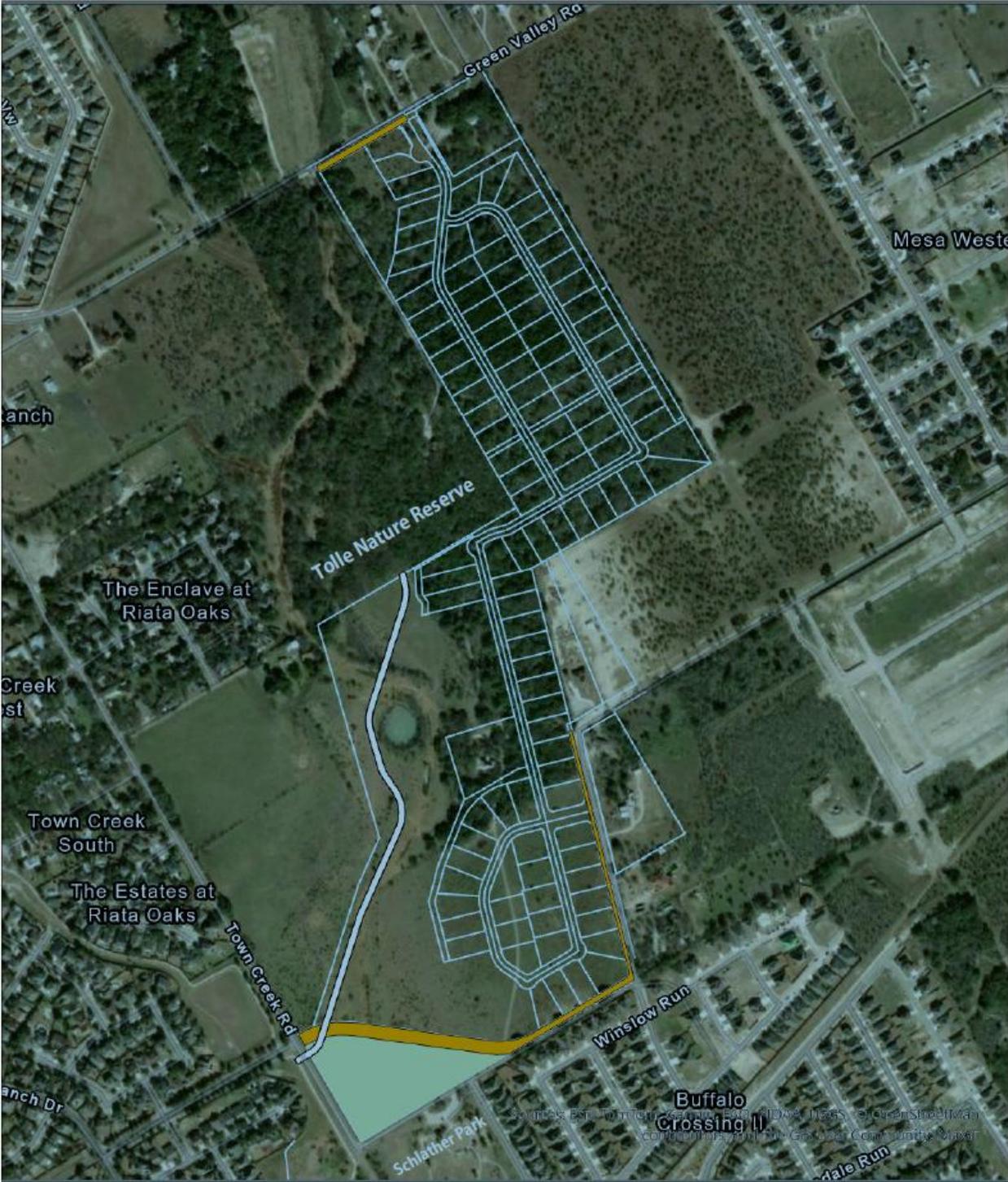
**MOTION(S):**

N/A

**Attachments**

[Schlather Ranch Map.pdf](#)

[UDC private street.pdf](#)



may be required, in some instances, to maximize the use of existing streets and/or to ensure a consistent street alignment with a minimum of undesirable curvature.

iii. Partial Boundary Street.

If the right-of-way for an arterial or collector street forms part of the subdivision boundary, the subdivider shall comply with requirements of either one of the following two paragraphs:

- (1) The subdivider shall pave thirty-three (33') feet of the right-of-way in accordance with City standards and specifications.
- (2) The subdivider shall contribute to the City an amount of money equal to that necessary to complete paving and curbing as required by this UDC.

iv. Expressway.

If the right-of-way for an expressway lies adjacent to or forms part of the subdivision boundary, no paving improvements shall be required of the subdivider.

## 18.2 Private Streets

### A. Intent and Purpose.

It is the intent of these private street regulations:

1. To allow private street developments to occur within the city on a limited and restrictive basis;
2. To provide for private street developments as one type of residential development mechanism to allow the city to continue to be competitive in the development market; and
3. To provide a broader variety of residential areas to meet the needs of the residents of the city.

### B. General.

1. There shall be no required minimum or maximum acreage size and/or number of lots within private street developments. However, minimums and maximums will be evaluated on a case-by-case basis through all applicable requirements of this UDC.
2. The location of each private street development will be subject to the approval of the City Council, through the specific use permit process, on a case-by-case basis, based on, among other matters, the criteria described in this article.

### C. Administrative Procedures.

In order to qualify for consideration for private streets, the applicant must submit a Land Study of the proposed development demonstrating compliance with the criteria set forth below. For private street developments of twenty (20) or fewer lots, a Preliminary Plat of the proposed development may be submitted concurrently with the Land Study.

### D. Private Street Design Standards.

#### 1. Required.

The design and construction of the infrastructure within a private street subdivision shall conform to the same rules, regulations, standards, and specifications established for public subdivisions and as regulated in the City UDC and Cibola Design and Construction Manual.

## **2. Promulgation.**

The City Engineer is hereby authorized to promulgate rules, regulations, standards, and specifications for the design and construction of improvements unique to a private street subdivision in accordance with Article 2 of this UDC.

## **3. Amendments.**

An amendment may be made from time to time in accordance with Article 3 of this UDC.

## **4. Private Street Structures:**

- a. Project perimeter fences at project entry access points, entry monuments, and security stations, may be erected within the public utility and storm sewer easement, provided they do not impede the installation, maintenance, repair, or replacement of public utilities and storm sewers within the easement.
- b. Where security stations are a part of a larger, multipurpose structure, only that portion of the structure, which functions as a security station, may encroach the building line adjacent to the private street.

## **E. Maintenance.**

1. The property owners' association shall be responsible for periodic inspection and maintenance of all infrastructure except utilities (water, sanitary sewer, storm sewer, gas, cable, phone and electric lines).
2. The city has no obligation to inspect or maintain a private street.
3. In the event that the property owners' association fails to make repairs required by the city, the city shall have the right, but not the obligation, to cause the repairs to be completed and collect the cost of the same from the property owners' association for said work.
4. If the property owners' association fails to maintain access as required in this article, the city may enter the subdivision and remove any gate or device, which is a barrier to access, at the sole expense of the property owners' association.

## **F. Guidelines for Development.**

The proposed development shall be evaluated with respect to the following guidelines as part of the review and approval process for all private street developments. Subsections 1-3 below are mandatory and shall be required for all private street developments. Subsections 4-7 below are recommended guidelines, the degree to which each is satisfied should be reviewed by Cibola city staff, the Planning and Zoning Commission, and City Council, as a part of the determination of the merits of any individual proposed private street development.

1. The area shall be within the corporate limits of the city.
2. The development plan shall not impede the current or future street circulation needs of the area, especially any needed collector or arterial street route, or adequate access to any adjoining tract.
3. Area shall not disrupt an existing or proposed city public pedestrian pathway, hike and bike trail or park.
4. If the area is intended for residential use (may be an existing or proposed residential development), it should be zoned solely as a residential zoning district (that is, a zoning district the stated purpose of which is to provide for primarily residential uses).
5. The area should be bounded on all sides by natural barriers, manmade barriers such as a greenbelt, hike and bike trail, golf course or park, screening walls, or collector thoroughfares.
6. Except where substantial existing natural or manmade barriers would render the requirement unreasonable, each such development should have direct access to a two-lane collector street width, unless a lesser width two-lane collector is determined adequate due to an absence of need for on-street parking), in addition to any access to one or more arterial streets that may be proposed. Any private street development of such limited size that it does not require direct collector street access for appropriate traffic service may instead have access to a collector street within the neighborhood by way of another local street.



City Council Regular Meeting Staff Report

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**A. Approval of the minutes of the Special City Council Meeting held on January 13, 2026.**

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Consent Agenda - Consent Items (General Items) Item: 7A.
From	
Peggy Cimics, City Secretary	

**PRIOR CITY COUNCIL ACTION:**

N/A

**BACKGROUND:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FINANCIAL IMPACT:**

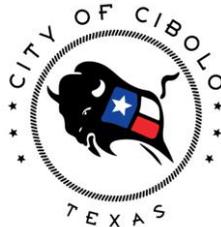
N/A

**MOTION(S):**

N/A

**Attachments**

[011326 Special Council Minutes.pdf](#)



"City of Choice"

## CITY COUNCIL SPECIAL MEETING

Cibolo City Hall  
200 S. Main St.  
Cibolo, Texas 78108  
January 13, 2026  
5:00 p.m. to 6:15 p.m.

### Minutes

1. Call to Order – Meeting was called to order by Mayor Latimer at 5:05 p.m.
2. Roll Call and Excused Absences – Members Present: Mayor Latimer, Councilman McGlothlin, Councilman R. Roberts, Councilwoman Sanchez-Stephens, Councilwoman D. Roberts, and Councilman Hicks; Members Absent: Councilwoman Cunningham and Councilman Mahoney. Councilwoman D. Roberts made the motion to excuse the absence of both Councilman Mahoney and Councilwoman Cunningham. The motion was seconded by Councilman R. Roberts. For: All; Against: None. The motion carried 5 to 0. Councilwoman Cunningham arrived at 5:07 p.m. and Councilman Mahoney arrived at 5:45 p.m.
3. Invocation – Mayor Latimer ask for a Moment of Silence.
4. Pledge of Allegiance – All in attendance recited the Pledge of Allegiance.
5. Citizens to be Heard

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No one signed up to speak during this item

6. Executive Session

The City Council will meet in Executive Session as Authorized by the Texas Gov't Code Section 551.074 Personnel Matters to discuss the following:

A. City Secretary appointment, employment, evaluation, and duties.

The City Council went into Executive Session at 5:07 p.m. to discuss the above item.

7. Open Session

The City Council will reconvene into Regular Session and take/or give direction or action, necessary, on item discussed in the Executive Session.

Council reconvened into Open Session at 6:07 p.m.

Councilwoman Cunningham made the motion to post the promotion of City Secretary in accordance to City policy and authorize the Mayor and Mayor Pro-Tem to enter contract negotiations. The motion was seconded by Councilman Hicks. For: All; Against: None. The motion carried 7 to 0.

8. Discussion/Action

A. Discussion/Action on the City Council Policies.

Councilwoman Cunningham made the motion to table this item. The motion was seconded by Councilwoman Sanchez-Stephens. For: Councilman R. Roberts, Councilman Mahoney, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, Councilwoman D. Roberts, and Councilman Hicks; Against: Councilman McGlothlin. Motion carried 6 to 1.

B. Discussion/Action on the FY25 Annual Report and the FY26-FY27 Council Strategic Plan Revision, including the public posting of these documents on the City's website.

Councilman Hicks made the motion that this item be placed on the next agenda for discussion and possible action. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 7 to 0.

7. Adjournment

Councilman Hicks made the motion to adjourn the meeting at 6:14 p.m. The motion was seconded by Councilman McGlothlin. For: All; Against: None. The motion carried 7 to 0.

PASSED AND APPROVED THIS 27<sup>TH</sup> DAY OF JANUARY 2026.

Kara Latimer  
Mayor

ATTEST

Peggy Cimics, TRMC  
City Secretary



City Council Regular Meeting Staff Report

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**B. Approval of the minutes of the City Council Meeting held on January 13, 2026.**

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Consent Agenda - Consent Items (General Items) Item: 7B.
From	
Peggy Cimics, City Secretary	

**PRIOR CITY COUNCIL ACTION:**

N/A

**BACKGROUND:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FINANCIAL IMPACT:**

N/A

**MOTION(S):**

N/A

**Attachments**

[011326Council Minutes.pdf](#)



**CIBOLO CITY COUNCIL**  
**CIBOLO MUNICIPAL BUILDING**  
200 S. Main  
Cibolo, Texas 78108  
January 13, 2026  
6:30 p.m.

**Minutes**

1. Call to Order – The meeting was called to order by Mayor Latimer at 6:30 p.m.
2. Roll Call and Excused Absences – Members Present: Mayor Latimer, Councilman McGlothin, Councilman R. Roberts, Councilman Mahoney, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, Councilwoman D. Roberts, and Councilman Hicks.
3. Invocation – Invocation was given by Councilman Hicks.
4. Pledge of Allegiance – All in attendance recited the Pledge of Allegiance.
5. Recognition of Service
  - A. Councilman Robert Mahoney – Mayor Latimer gave Councilman Mahoney a Large Street Sign with his name and years of Service to the City of Cibolo as a Councilmembers. The Mayor thanked Councilman Mahoney for all he has done for the City and the citizens of Cibolo, and she wished him the best.
  - B. Councilman Joel Hicks – Councilman R. Roberts presented Councilman Hicks with a couple Street Signs for his seven years as a City Council member. He also served on several committees prior to his current position of councilmember. Councilman Hicks thanked everyone and stated that he wasn't going anywhere and will continue to serve his city.
6. Oath of Office
  - A. Marissa-Ellen Patterson, Place 3  

Marissa-Ellen Patterson was given the Oath of Office by the City Secretary, Peggy Cimics. She was sworn in as Councilwoman for Place 3. Pictures were taken and she received flowers from the City.
  - B. Summer Marie Brown, At Large Place 7  

Summer Marie Brown was sworn into office by the City Secretary, Peggy Cimics. She was elected for Councilwoman At Large Place 7. Pictures were taken and she received flowers from the City.

Mayor Latimer called for a recess at 6:45 p.m. This was an opportunity for those in attendance to thank Mr. Mahoney and Mr. Hicks and to wish them the best. It was also the opportunity for

family and friends to congratulate Councilwoman Patterson and Councilwoman Brown. Cookies and water were available for those in attendance.

Council convened into regular session at 7:03 p.m. At this time Mayor Latimer stated that City Council should have received an email from Ms. Cimics concerning item 14 on the agenda. Mayor Latimer ask if there were any objection from City Council to dismiss discussing this item. There was no objection and Mayor Latimer stated that item 14 would not be discussed at this meeting.

7. Citizens to be Heard

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The following individuals signed up to speak during this item. Ms. Titterington from the Chamber thanked Mr. Reed for the information the Leadership Class received on there visit to Cibolo. She also briefed on several events and classes coming up before the end of the month. Ms. Deyermond, a member of the Leadership class, was attending the meeting as part of the requirement of the Leadership class. She stated that she learned a lot of information and thanked everyone. Mr. Hicks introduced himself as a candidate for Guadalupe County Commission District 4. He also stated that although no longer on council he is still involved with the MPO and Commissioners' Court.

8. Consent Agenda – Consent Items (General Items)

(All items listed below are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a Council member requests, in which case the item will be removed from the consent agenda and will be considered as part of the order of business.)

- A. Approval of the minutes of the Special City Council Meeting held on December 2, 2025.
- B. Approval of the minutes of the City Council Meeting held on December 2, 2025.
- C. Approval of the minutes of the City Council Workshop held on December 9, 2025.
- D. Approval of the minutes of the City Council Meeting held on December 9, 2025.
- E. Approval of the minutes of the City Council Meeting held on December 22, 2025, to canvass the results of the Run-Off Election held on December 13, 2025.
- F. Approval of the Quarterly Investment Report ending September 30, 2025.

Councilwoman D. Roberts made the motion to pulled item 8D for discussion. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. Councilwoman Cunningham made the motion to approve 8A, B, C, E & F. The motion was seconded by Councilwoman D. Roberts. For: All; Against: None. The motion carried 7 to 0. Councilwoman D. Roberts stated

that during the last meeting the Holiday Parade was stated that it would be on December 12<sup>th</sup> not December 2<sup>nd</sup> so we would not be on the same day as the City of Schertz. The City Secretary did confirm that it is scheduled for December 12, 2026 and the minutes will be changed to reflect the correct date. Councilwoman D. Roberts made the motion to approve item 8D with the change of date for the Holiday Parade. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 7 to 0.

9. Mayor's Follow-up

A. Union Pacific sidewalk across railroad track on Main St.

Mayor Latimer stated that this item will be on her Mayor's Follow-up until this item is accomplished.

B. Flashing Crosswalk on Main St.

Mayor Latimer said that this item was brought to council by Councilwoman D. Roberts. It was ask to have this placed on the EDC agenda to see if they could fund the flashing crosswalk on Main Street. Mayor Latimer stated she would be attending the EDC meeting this Thursday.

10. Staff Update

A. Administration

a. Capital Improvement Program – Updates on Projects

Green Valley Road Water Main Extension

FM 78 – Water Main Extension – Under Construction – 75% of pipe is in ground.

FY25 Street Rehabilitation Package 2

Silver Wing (CVD to Thistle Creek): Substantially Construction

Town Creek Rd (GVR to Bentwood Pass): Under Construction – Sidewalk installation on Going

Firebird Run (Silver Wing to Kipper Ave): Under Construction – Site work has begun

Town Creek Trail – Design – On-hold due to UPRR Conflict.

Main Street sidewalk across railroad – Planning – PE Agreement initiated with UPRR Dec. 8, 2025. Staff received proposal for consultant services with Kimley-Horn. Staff working With Finance to identify funds for this PO

b. RFP's, RFQ's, RFB's, and ITB's – None at this time

c. Staff Travel – No out of state travel has been scheduled

d. Aisin Facility Tour – No specific dates for the tour have been set at this time. Tour will be during the normal business hours. Once we have a headcount we will work around Aisin's schedule.

e. Council's Strategic Management Workshop Date for 2026 – City Manager will work with the City Secretary on possible dates.

B. Fire Department – In packet

C. Police Department – In packet

11. Discussion/Action

A. Discussion/Action to enter into the ESRI Small Municipal and County Government Enterprise Agreement (SGEA) through the Texas Department of Information Services cooperative contract# DIR-CPO-4699 in an amount not to exceed \$101,280.00 over a three (3) year period.

Councilwoman Cunningham made the motion to enter into the ESRI Small Municipal and County Government Enterprise Agreement (SGEA) through the Texas Department of Information Services cooperative contract# DIR-CPO-4699 in an amount not to exceed \$101,280.00 over a three (3) year period. The motion was seconded by Councilwoman Patterson. For: All; Against: None. The motion carried 7 to 0.

B. Discussion/Action on the evaluation criteria for Wayfinding Sign Program RFP.

Councilman McGlothin made the motion to approve the evaluation criteria for Wayfinding Sign Program RFP. The motion was seconded by Councilman R. Roberts. For: All; Against: None. The motion carried 7 to 0.

C. Approval of the Preliminary Plat of Old Wiederstein Commercial Subdivision.

Councilwoman Cunningham made the motion to approve the Preliminary Plat of Old Wiederstein Commercial Subdivision. The motion was seconded by Councilwoman Sanchez-Stephens. For: All; Against: None. The motion carried 7 to 0.

D. Discussion/Action on the purchase of the 2025 New Caterpillar Inc. Model: 308 Compact Construction Equipment with a two-year warranty from HOLT CAT with trading the old 2018 John Deere (\$160,800.00).

Councilwoman D. Roberts made the motion to approve the purchase of the 2025 New Caterpillar Inc. Model: 308 Compact Construction Equipment with a two-year warranty from HOLT CAT with trading the old 2018 John Deere (\$160,800.00). The motion was seconded by Councilwoman Sanchez-Stephens. For: All; Against: None. The motion carried 7 to 0.

Mayor Latimer called a break at 7:40 p.m. to correct some technical issues. The meeting was called back to order at 7:58 p.m.

E. Discussion/Action on City Council appointments to Council Sub-Committees.

Policy Sub-Committee – Councilwoman D. Roberts made the motion for her to stay on this committee. The motion was seconded by Councilman McGlothin. For: All; Against: None. The motion carried 7 to 0. Motion was made by Councilwoman Sanchez-Stephens for Councilwoman Patterson and Councilwoman Sanchez-Stephens to serve on the Policy Sub-Committee. The motion was seconded by Councilwoman Patterson. For: All; Against: None. The motion carried 7 to 0.

Interview Sub-Committee – Motion was made by Councilwoman Cunningham for Councilwoman Sanchez-Stephens, Councilwoman D. Roberts, and Councilwoman Brown to serve on the Interview Sub-Committee. The motion was seconded by Councilwoman Patterson. For: All; Against: None. The motion carried.

Animal Advisory Board – Councilman R. Roberts made the motion for Councilwoman Cunningham to continue to serve on the Animal Advisory Board. The motion was seconded by Councilwoman D. Roberts. For: All; Against: None. The motion carried 7 to 0.

Ordinance Sub-Committee – Councilwoman Sanchez-Stephens made the motion for Mayor Latimer, Councilman R. Roberts, and Councilwoman Brown to serve on the Ordinance Sub-Committee. The motion was seconded by Councilwoman Patterson. For: All; Against: None. The motion carried 7 to 0.

CIP Sub-Committee – Councilwoman Sanchez-Stephens made the motion for Councilwoman Cunningham, Councilman McGlothin, and Councilwoman D. Roberts to serve on the CIP Sub-Committee. The motion was seconded by Councilman R. Roberts. For: All; Against: None. The motion carried 7 to 0.

ISD Sub-Committee – Councilwoman D. Roberts made the motion for Councilman McGlothin, Councilwoman D. Roberts, and Councilwoman Brown to serve on the ISD Sub-Committee. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 7 to 0.

Traffic Management Plan Sub-Committee – Councilman McGlothin made the motion for Councilwoman Patterson, Councilwoman D. Roberts, and Councilwoman Brown serve on the Traffic Management Plan Sub-Committee. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 7 to 0.

HOA Sub-Committee – Councilwoman D. Roberts made the motion for Councilwoman Cunningham, Councilwoman Sanchez-Stephens, and Councilwoman Brown to serve on the HOA Sub-Committee. The motion was seconded by Councilwoman Sanchez-Stephens. For: All; Against: None. The motion carried 7 to 0.

- F. Discussion/Action regarding the administration of the rental of the Cibolo Community Center.

No action required. Mr. Reed had sent an email to council on the Administrative Process for reserving the event space at the Cibolo Community Center. Mr. Reed did inform the City Council that a webpage had been created to promote all three Public Facility Rentals, with the focus on the Cibolo Community Center. At this time all reservations are online only. Graphics and a flyer have been created to promote the rentals. Advertising will also be included in the City’s digital newsletter.

- G. Discussion/Action on the use of the Cibolo Community Center for the Sweetheart Soiree Senior Citizen Prom.

No action taken. Mayor Latimer stated she would take care of the Sweetheart Soiree Senior Citizen Prom.

- H. Discussion/Action regarding EV charging stations to be placed in the parking lot near the pond/HEB area.

Councilwoman D. Roberts made the motion to allow her to go to the Economic Development Meeting to discuss EV charging stations. The motion was seconded by Councilwoman Cunningham. For: Councilman McGlothin, Councilman R. Roberts, Councilwoman Patterson, Councilwoman Cunningham, Councilwoman D. Roberts, and Councilwoman Brown; Against: Councilwoman Sanchez-Stephens. The motion carried 6 to 1.

- I. Discussion/Action on how the Parks Commission can be a supporting committee for recreation and events supporting the City Council’s Strategic Plan.

Mayor Latimer and Councilwoman D. Roberts brought this item to council to see if the Parks Commission could be a supporting committee for recreation and events supporting the City Council’s Strategic Plan. The Parks Commission would help to sure all events are inclusive, aiming to provide equal access to opportunities and resources for people who might otherwise be excluded. Councilwoman Cunningham made the motion to have the Parks Commission discuss this item and to look for training that would apply to this task. The motion was seconded by Councilwoman Brown. For: All; Against: None. The motion carried 7 to 0.

- J. Discussion/Action regarding livestreaming and posting recorded public meetings; identification of responsible department(s), required standards, posting timelines, and corrective actions to ensure reliable public access transparency.

Mr. Beekman, the IT Director, briefed this item to the City Council. He stated that the question on who owns this responsibility to make sure the meeting is livestreaming is the IT Department for Council. Economic Development and Planning and Zoning meetings are recorded and broadcast by staff covering that meeting. The Mayor did ask the question on what the standard process will be for livestreaming and posting videos. Mr Beekman was able to give council what the process we are using. He told the City Council that YouTube should be consistent moving forward. IT will be using the same device that streams to AgendaLink to stream to YouTube. This method of streaming has always worked consistently. The timeline for posting recordings was also a concern. Mr. Beekman stated that the City Manager has made it clear that he would like all recorded video (if not live streamed) to be posted within the next 24 hours of the meeting.

- K. Discussion/Action on appointment of a Mayor Pro-Tem for calendar year 2026.

Councilwoman Brown made the motion to nominate Councilwoman Sanchez-Stephens for the position of Mayor Pro-Tem. Councilwoman D. Roberts nominated Councilwoman Cunningham for Mayor Pro-Tem. Mayor Latimer ask for a second to the first motion. Councilwoman Sanchez-Stephens seconded the motion. Mayor Latimer called for a vote on the first nomination. For: Councilwoman Brown and Councilwoman Sanchez-Stephens; Against: Councilman McGlothlin, Councilman R. Roberts, Councilwoman Patterson, Councilwoman Cunningham, and Councilwoman D. Roberts. Motion failed 2 to 5. Mayor Latimer ask if there was a second to the motion for Councilwoman Cunningham for Mayor-Pro-Tem. Councilman McGlothlin seconded the motion. Mayor Latimer called for a vote. For: Councilman McGlothlin, Councilman R. Roberts, Councilwoman Patterson, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, and Councilwoman D. Roberts; Against: Councilwoman Brown. The motion carried 6 to 1.

- L. Discussion from Councilmembers that have attended seminars, events, or meetings.

Councilman McGlothlin attended the T7 Event at Randolph AFB. He also did a ride-along with the Police Department and he thanked Chief Andres and the police officer he rode with. He thanked Mr. Gomez for the walk of Public Works a couple weeks ago. Councilwoman Patterson attended the Parks Commission meeting. Councilwoman Cunningham attended the Tri-County Chamber meeting. She went over several events the Tri-County will be having in the next few months. Councilwoman Cunningham attended the Youth Council meeting and talked about the Youth Summit that 10 of the members will be attending. She went over the many events for MLK. Also, mention was the collection of valentine cards and small gifts for seniors for Valentine's Day. Councilwoman Cunningham mention training on Mental Health and hope to bring this training to the Cibolo community. Mayor Latimer attended the T7 at Randolph. She will also be attending an event in Houston covering tragic events in people's life. Mayor Latimer also attended a TML event on Finance. Councilwoman Sanchez-Stephens attended the T7 event at Randolph. She also attended the NEP meeting and the Celebration of Life for one of Cibolo's Public Works employees. Councilwoman Sanchez-Stephens also attended an FFA event which helps youth in the community. She also mention all the activities going on for MLK week. Councilwoman Sanchez-Stephens encourage the residents to get involve in the many activities. She stated that it's not just a day off but a time to reflect how far are Country has come. Councilwoman D. Roberts attended the Celebration of Life for one of the Public Works employees. She also attended the NEP luncheon and the Parks Commission meeting. Councilwoman D. Roberts attended the CRWA Board meeting and will be attending the CRWA Budget meeting tomorrow. Mr. Reed

and staff are trying to set up a meeting as the consultant had some concern. Councilwoman Brown attended the NEP luncheon and meeting. She also attended the T7 event at Randolph. She attended the ribbon cutting for Crust Pizza. Councilwoman Brown also stated that all the ladies in red are sorority members and they will be attending the MLK March in New Braunfels and hope the others will be able to join them.

M. Discussion on items the City Council would like to see on future agendas.

None at this time. Mayor Latimer informed the council that they could send their request to Ms. Cimics as long as they are sent by 8:30a.m the Monday the week before the next meeting.

N. Discussion/Action on the review and confirmation of all upcoming special meetings and workshops and scheduling the time, date and place of additional meetings, special meetings or workshops.

Ms. Cimics inform the council that a Board of Adjustments (BOA) meeting has been scheduled for February 5<sup>th</sup>. Councilwoman Cunningham stated that the Youth Council has a meeting o that date. Ms. Cimics said that both meetings will take place just in different locations. A new February calendar will be sent to council next week.

12. Ordinances

A. Approval/Disapproval of an Ordinance providing for the first budget amendment for fiscal year 2025-2026.

Councilman McGlothin made the motion to approve an Ordinance providing for the first budget amendment for fiscal year 2025-2026. The motion was seconded by Councilman R. Roberts. For: All; Against: None. The motion carried 7 to 0.

13. Resolutions

A. Approval/Disapproval of a Resolution of the City of Cibolo on a Height Increase from 35 feet to 42 feet for parking area light standards in accordance with 2024 Unified Development Code, Article 7, Environmental Performance Standards, Section C. General Standards, on a 126-acre tract, generally located at the intersection of S Santa Clara Road and IH 10, abutting 10420 IH-10.

Councilman McGlothin made the motion to approve a Resolution of the City of Cibolo on a Height Increase from 35 feet to 42 feet for parking area light standards in accordance with 2024 Unified Development Code, Article 7, Environmental Performance Standards, Section C. General Standards, on a 126-acre tract, generally located at the intersection of S Santa Clara Road and IH 10, abutting 10420 IH-10. The motion was seconded by Councilman R. Roberts. For: All; Against: None. The motion carried 7 to 0.

B. Approval/Disapproval of a Resolution authorizing the City Manager to Execute a Professional Services Agreement with Valley View Consulting LLC for Investment Advisor Services.

Councilman R. Roberts made the motion to approve a Resolution authorizing the City Manager to Execute a Professional Services Agreement with Valley View Consulting LLC for Investment Advisor Services. The motion was seconded by Councilwoman D. Roberts. For: All; Against: None. The motion carried 7 to 0.

C. Approval/Disapproval of a Resolution of the City of Cibolo participating in the Guadalupe County Master Drainage Plan under the Texas Water Development Board Flood Infrastructure Fund.

Councilwoman Sanchez-Stephens made the motion to approve a Resolution of the City of Cibolo participating in the Guadalupe County Master Drainage Plan under the Texas Water Development Board Flood Infrastructure Fund. The motion was seconded Councilman R. Roberts. For: All; Against: None. The motion carried 7 to 0.

D. Approval/Disapproval of a Resolution for adoption of the South Cibolo Wastewater Master Plan.

Councilman McGlothin made the motion to approve a Resolution for adoption of the South Cibolo Wastewater Master Plan. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 7 to 0.

14. Executive Session

The City Council will meet in Executive Session as Authorized by the Texas Gov't Code Section 551.071, Consultation with Attorney to discuss the following:

A. A Legal options and process available for the reconsideration of conditions placed upon variances granted to the separation requirements for the on-premise sale of alcohol generally and specifically as it relates to the variance previously granted to the business known as Grampie's Pizzeria. Following deliberation in closed session, the City Council will reconvene in open session to deliberate and take action to provide direction to staff and legal counsel on any options that the City Council desires to consider at a future meeting related to the matter discussed in closed session.

Council did not go into executive on this item.

15. Open Session

The City Council will reconvene into Regular Session and take/or give direction or action, if necessary, on items discussed in the Executive Session.

No action taken. Council did not go into executive session.

16. Adjournment - Councilman McGlothin made the motion to adjourn the meeting at 9:55 p.m. The motion was seconded by Councilwoman D. Roberts. For: All; Against: None. The motion carried 7 to 0.

PASSED AND APPROVED THIS 27<sup>TH</sup> DAY OF JANUARY 2026

Kara Latimer  
Mayor

ATTEST

Peggy Cimics, TRMC  
City Secretary



City Council Regular Meeting Staff Report

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**B. Fire Department**

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Staff Update Item: 9B.
From	
Mario Troncoso, Fire Chief	
Staff Contact(s)	
Mario Troncoso,	

**PRIOR CITY COUNCIL ACTION:**

N/A

**BACKGROUND:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FINANCIAL IMPACT:**

N/A

**MOTION(S):**

N/A

**Attachments**

[End of the Year Incident Report.pdf](#)

# Filters



Filters apply to all sheets in the workbook. Return to this sheet to change filter settings.

**Start Date**  
1/1/2025

**End Date**  
12/31/2025

**Date Level**  
 Day  
 Week  
 Month  
 Quarter  
 Year

**City**  
 Cibolo  
 CIBOLO  
 CONVERSE  
 LIVE OAK  
 MARION  
 Marion

**Shift**  
 A  
 B  
 C  
 Not Recorded

**Mutual Aid Type**  
 Automatic  
 Mutual  
 None  
 Unknown

**5,087** Incidents Selected based on Filter Settings

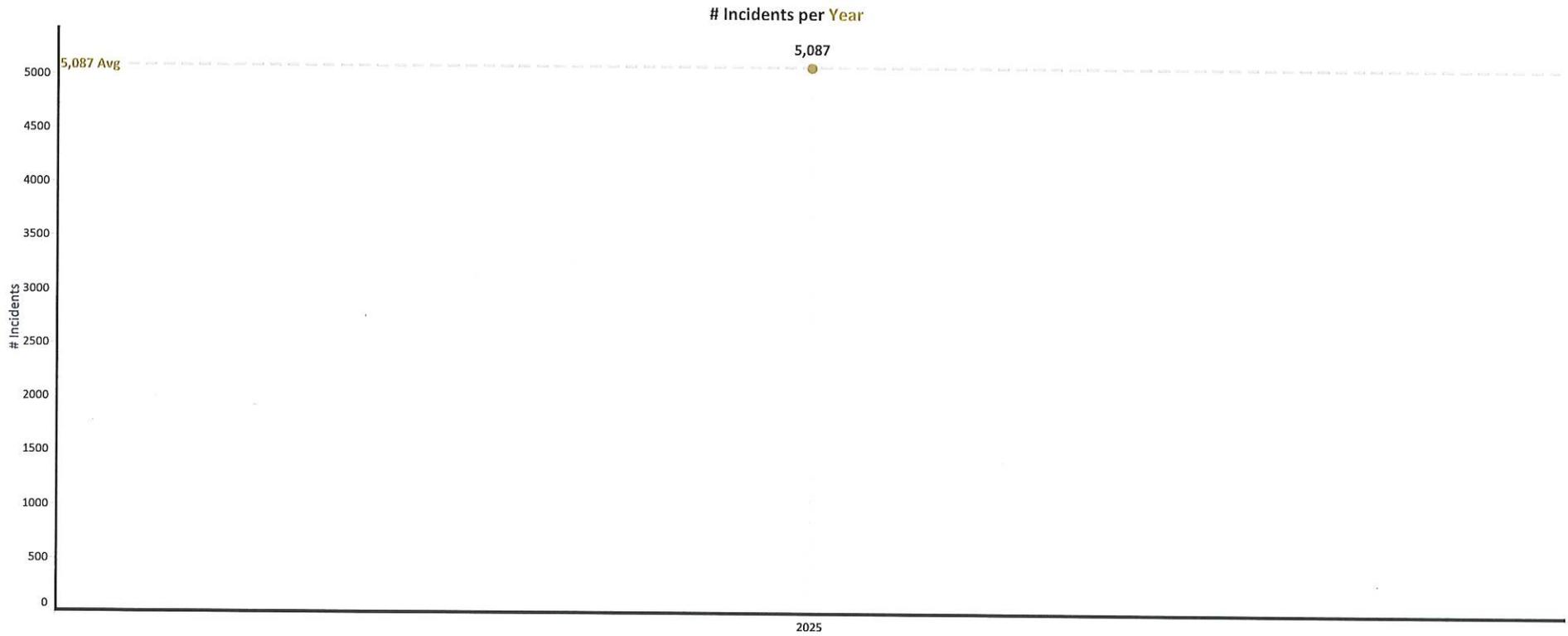
Date Range Selected: 1/1/2025 - 12/31/2025

Report Date: January 7, 2026 14:32

# Department Volume

## Incident Measures per Year

<b>5,087</b> Incidents	<b>5,087</b> Average	<b>5,087</b> Median	<b>5,087</b> Minimum	<b>5,087</b> Maximum
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Station Volume



Incidents per Station

Incidents per *Year*

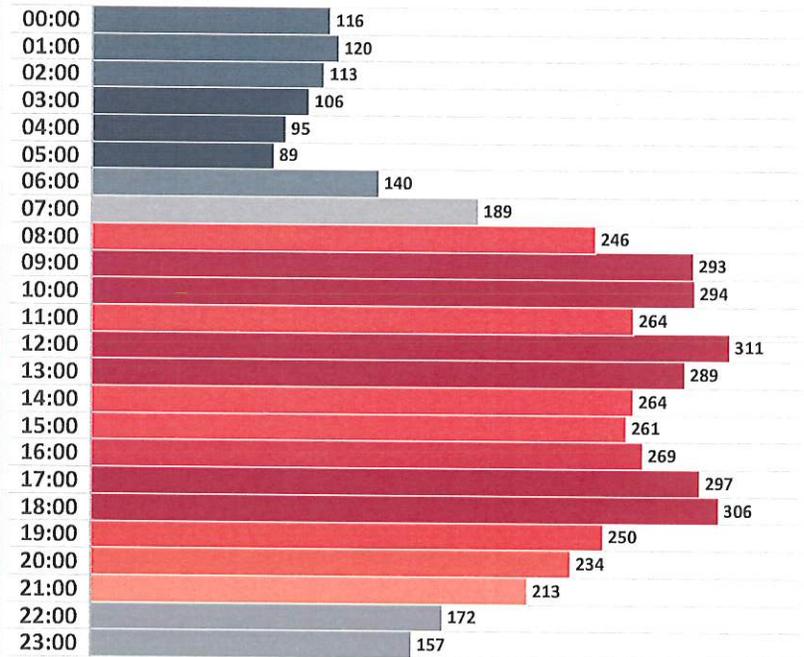
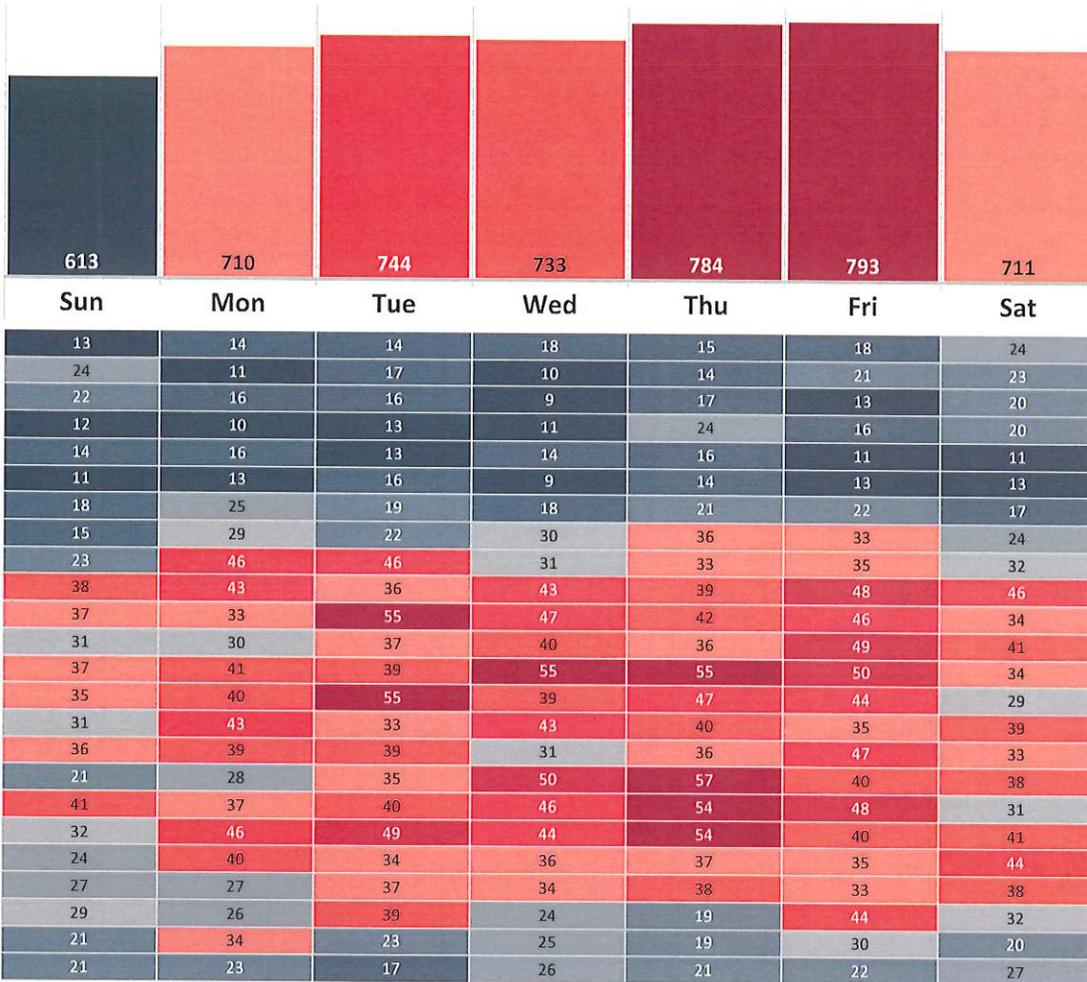
		Average	Median	Minimum	Maximum
ST1	<p>43% 2,205</p>	2,205	2,205	2,205	2,205
ST2	<p>33% 1,679</p>	1,679	1,679	1,679	1,679
ST3	<p>23% 1,192</p>	1,192	1,192	1,192	1,192
Not Recorded	<p>0% 11</p>	11	11	11	11

# Department Incidents by Day & Hour

Cibolo Fire Department

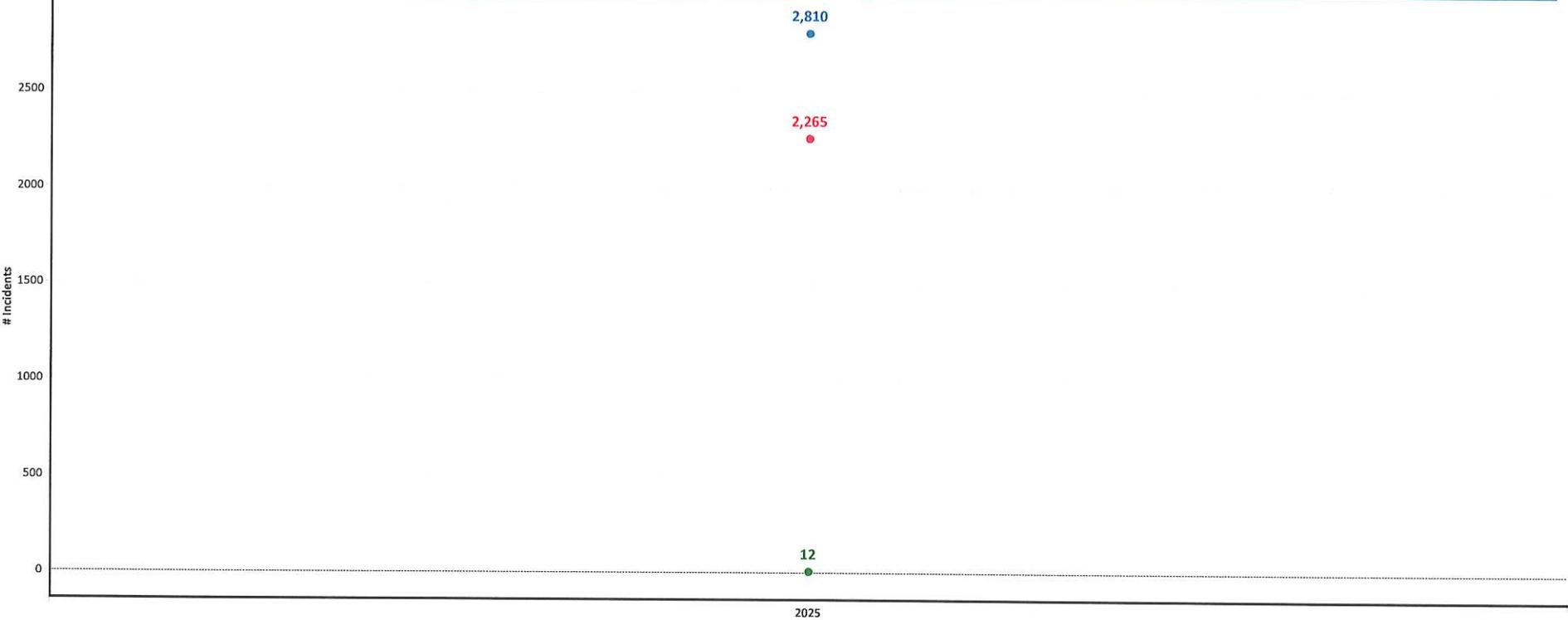


5,087 Incidents





Fire / EMS Incidents by NFIRS Report Incident Type



Inco..	0%
Fire	45%
EMS	55%

# Station Fire/EMS %

Click to highlight Fire or EMS

Incomplete
Fire
EMS

Cibolo Fire Department



## Fire / EMS Incidents by NFIRS Report Incident Type



Bar WIDTH indicates number of incidents

### Station % of Fire / EMS Incident Types per Year

Station	Incident Type	2025 %
ST1	Incomplete	0%
ST1	Fire	47%
ST1	EMS	52%
ST2	Fire	44%
ST2	EMS	56%
ST3	Fire	41%
ST3	EMS	59%
Not Recorded	Incomplete	100%

# Department Response Time

Incidents with valid Response Times

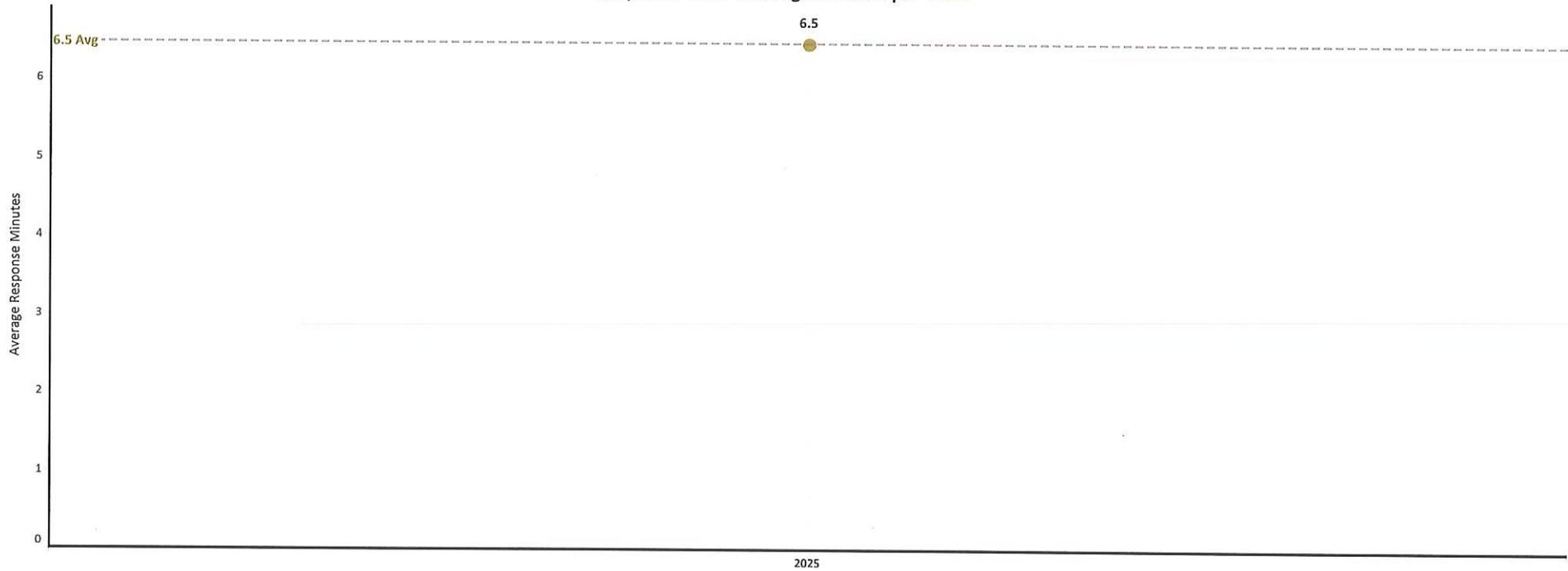
Cibolo Fire Department



## Response Time Minutes

<b>6.5</b> Average	<b>5.9</b> Median	<b>10.1</b> 90th Percentile	<b>0.0</b> Minimum	<b>60.7</b> Maximum	<b>4,701</b> Incidents
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## Response Time - Average Minutes per *Year*



# Station Response Time Minutes

Click to highlight a Station

Incidents with  
valid Response  
Times

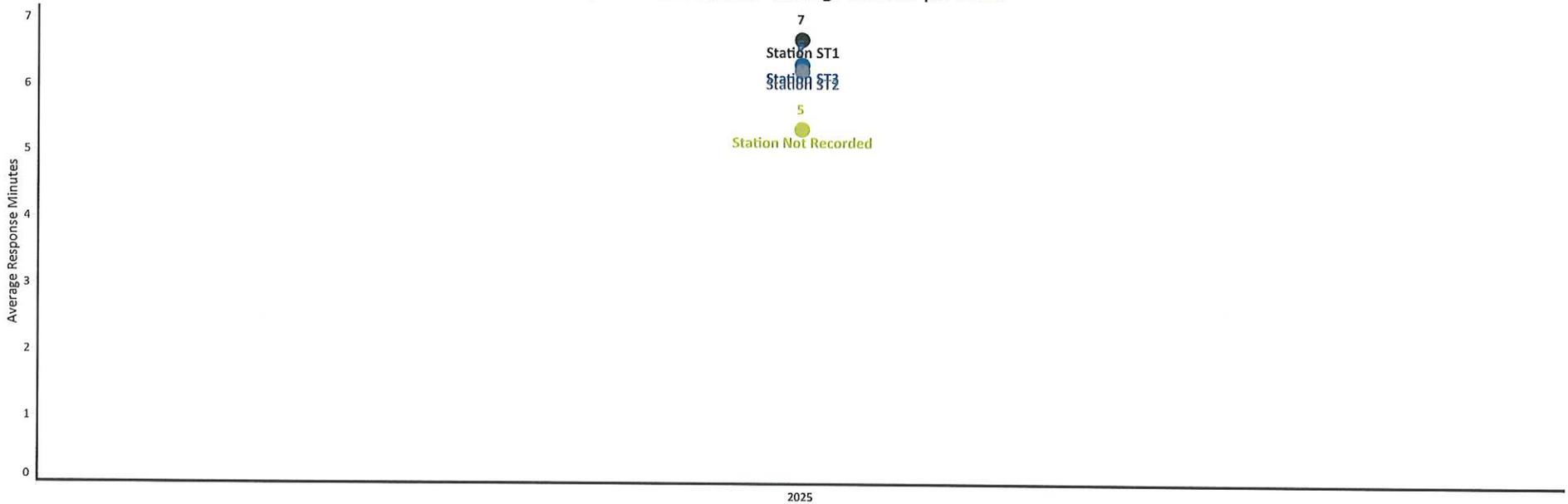
Cibolo Fire Department



ST1	ST2	ST3	Not Recorded
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Station ..	Average	Median	90th Percentile	Minimum	Maximum	Incidents
ST1	6.7	5.9	11.1	0.0	49.4	2,045
ST2	6.2	5.8	9.4	0.0	60.7	1,526
ST3	6.3	5.8	10.1	0.1	23.8	1,119
Not Recorded	5.4	5.1	6.7	2.4	10.1	11

Response Time Station - Average Minutes per *Year*



# Incident Locations by Type

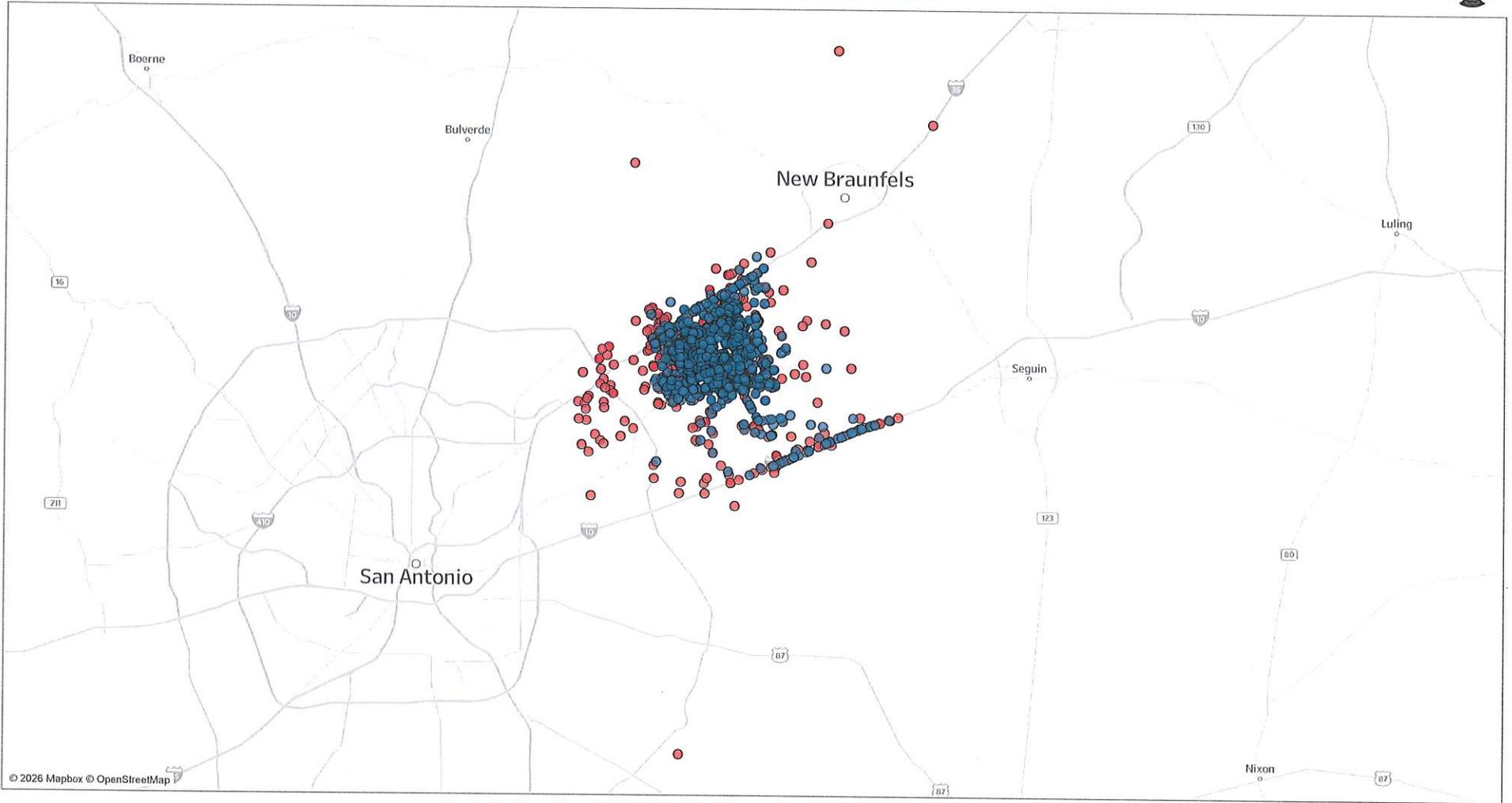
Click to highlight Fire or EMS

Incomplete

Fire

EMS

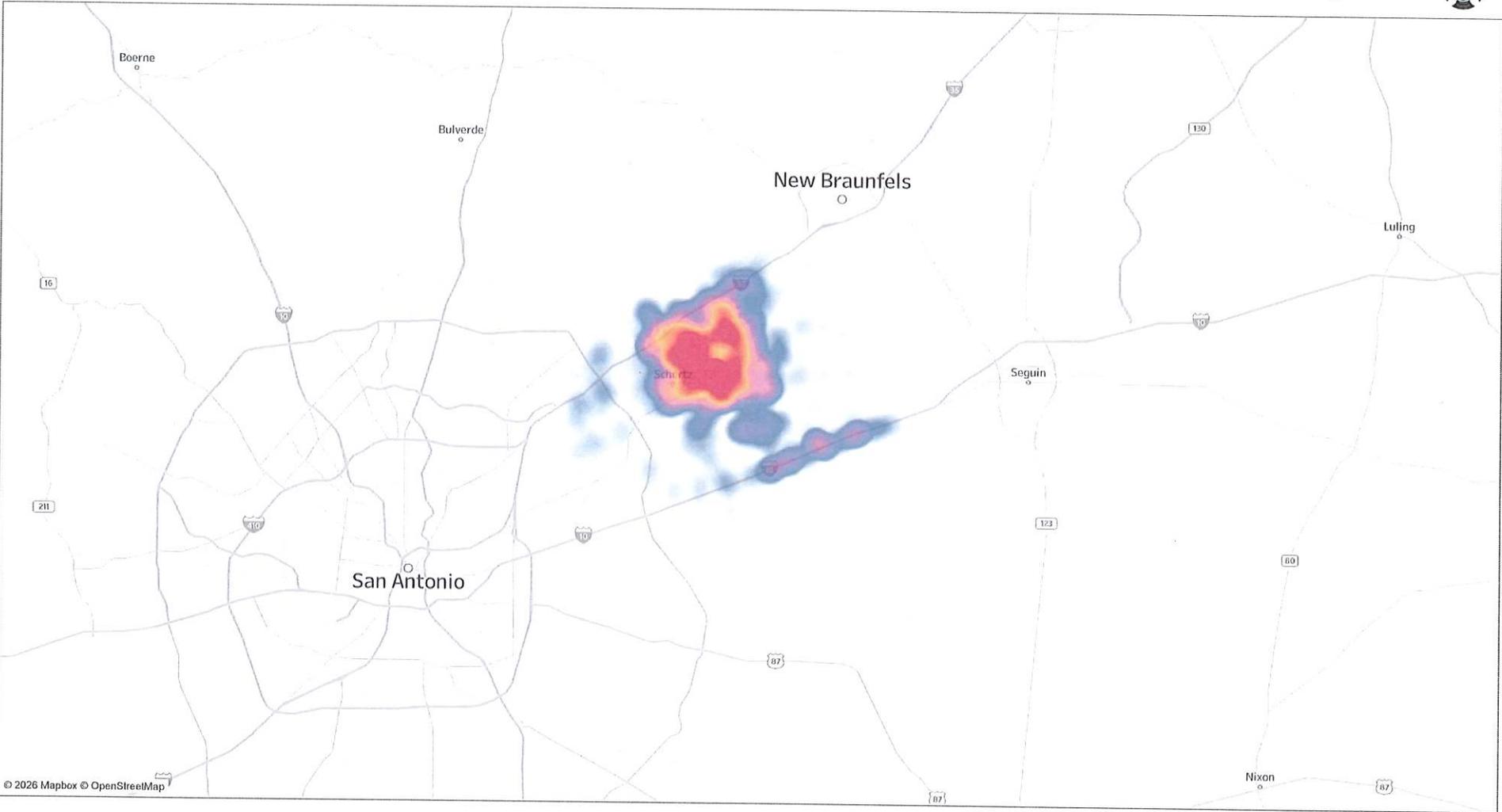
Cibolo Fire Department



Incident Location Heat Map



Cibolo Fire Department





City Council Regular Meeting Staff Report

**A. Approval/Disapproval of a Resolution authorizing the submission of a grant application to the Office of the Governor for the Public Safety Project. (Chief Andres)**

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Resolutions Item: 10A.
From	
Thedrick Andres, Chief of Police	

**PRIOR CITY COUNCIL ACTION:**

N/A

**BACKGROUND:**

The Public Safety grant program provides financial assistance to local law enforcement agencies for equipment and technology that enhance officer protection and improve public safety outcomes. The program prioritizes projects that strengthen readiness, reduce risk to personnel, and support transparency in policing.

The Cibolo Police Department has identified critical needs in two areas:

- **Ballistic-Resistant Vests:** This equipment is essential to the protection of our police officers and maintain compliance with safety standards and ensure our officers are adequately protected during field operations.
- **Camera Equipment:** Additional and upgraded camera systems including body-worn cameras, in-car cameras, or specialized equipment are needed to support evidence collection, improve documentation, and reinforce accountability during interactions.

The equipment will enhance officer safety, improve operational documentation, and support the department's commitment to transparency and professionalism.

**STAFF RECOMMENDATION:**

Staff recommends that City Council authorize the submission of the grant application for ballistic-resistant vests and camera equipment through the Public Safety Project program and approve the accompanying resolution for inclusion in the grant package.

**FINANCIAL IMPACT:**

No matching funds required.

**MOTION(S):**

N/A

**Attachments**

[Resolution - Public Safety Project 01.27.26 CAO revised.pdf](#)



## RESOLUTION \_\_\_\_\_

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CIBOLO, TEXAS APPROVING SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE PUBLIC SAFETY PROJECT AND DESIGNATING A FINANCIAL OFFICIAL AND AUTHORIZED OFFICIAL.**

**WHEREAS**, The Cibolo City Council finds it in the best interest of the citizens of Cibolo, that the **PUBLIC SAFETY PROJECT** be operated for the FY 2027; and

**WHEREAS** the Cibolo City Council agrees to provide **NO Matching** funds for the said project as authorized under 34 U.S.C. §10152 Edward Byrne Memorial Justice Assistance Grant Program (JAG); and

**WHEREAS**, the Cibolo City Council agrees that in the event of loss or misuse of the Office of the Governor funds, Cibolo City Council assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, the Cibolo City Council designates the Finance Director as the grantee's authorized financial official. The financial official is authorized to make amendments to the grant budget, cost categories, or funding allocations as necessary to reflect operational needs, updated guidance, or program adjustments.

**WHEREAS**, the Cibolo City Council designates the Executive Director of Safety and Infrastructure as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Cibolo City Council approves submission of the grant application for the **PUBLIC SAFETY PROJECT** to the Office of the Governor.

**Section 1.** The City Council hereby that the Cibolo City Council approves submission of the grant application for the **PUBLIC SAFETY PROJECT** to the Office of the Governor in substantially the same form as the Attached as Exhibit A, incorporated herein for all purposes and authorizes and directs the Finance Director and City Manager to complete any other documentation required on behalf of members of the City Council.

**Section 2.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

**Section 3.** All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the



provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 4.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 5.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

**Section 6.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

**Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED AND ADOPTED** by the City Council of the City of Cibolo on the 27th day of January 2026.

APPROVED:

\_\_\_\_\_  
Kara Latimer, Mayor

ATTEST:

\_\_\_\_\_  
Peggy Cimics, TRMC, City Secretary

Grant Number: \_\_\_\_\_



City Council Regular Meeting Staff Report

**D. Approval/Disapproval of a Resolution authorizing the submission of a grant application to the Office of the Governor for the General Victim Assistance Project. (Chief Andres)**

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Resolutions Item: 9D.
From	
Thedrick Andres, Chief of Police	

**PRIOR CITY COUNCIL ACTION:**

N/A

**BACKGROUND:**

The General Victim Assistant Project, administered by the Office of the Governor, provides funding to local jurisdictions to strengthen services to victims of crime. Eligible projects include programs and equipment that improve victim support, expand access to resources, and enhance the effectiveness of law enforcement response.

The Cibolo Police Department continues to experience increasing demands related to victim services, including crisis response, case follow-up, and coordination with advocacy partners. Additional resources are needed to ensure timely, trauma-informed support for victims and to maintain compliance with state and federal best practices standards.

The General Victim Assistant Project funding opportunity aligns with the department's ongoing efforts to improve victim assistance, strengthen community trust, and expand the tools available to officers and support personnel.

**STAFF RECOMMENDATION:**

Staff recommends that City Council authorize the Police Department to submit a grant application to the Office of the Governor under the General Victim Assistant Project and approve the accompanying resolution for inclusion in the grant submission package.

**FINANCIAL IMPACT:**

The General Victim Assistant Project requires 20% matching funds.

**MOTION(S):**

N/A

**Attachments**

[Resolution - General Victim Assistance Grant 01.27.26 CAO revised.pdf](#)



## RESOLUTION \_\_\_\_\_

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CIBOLO, TEXAS APPROVING SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE GENERAL VICTIM ASSISTANCE PROJECT AND DESIGNATING A FINANCIAL OFFICIAL AND AUTHORIZED OFFICIAL.**

**WHEREAS**, The Cibolo City Council finds it in the best interest of the citizens of Cibolo, that the **GENERAL VICTIM ASSISTANCE GRANT** be operated for the FY 2027; and

**WHEREAS** the Cibolo City Council agrees to provide **twenty percent (20%) matching** funds for the said project as authorized under Victims of Crime Act of 1984 (VOCA) as amended and codified in 34 U.S.C. §20103. VOCA funds are made available through a Congressional appropriation to the U.S. Department of Justice, Office for Victims of Crime.

State funds are authorized under SB30, Section 2.26 passed during the 88th Regular Session for Trusteed Programs within the Office of the Governor; and

**WHEREAS**, the Cibolo City Council agrees that in the event of loss or misuse of the Office of the Governor funds, Cibolo City Council assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, the Cibolo City Council designates the Finance Director as the grantee's authorized financial official. The financial official is authorized to make amendments to the grant budget, cost categories, or funding allocations as necessary to reflect operational needs, updated guidance, or program adjustments.

**WHEREAS**, the Cibolo City Council designates the Executive Director of Safety and Infrastructure as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Cibolo City Council approves submission of the grant application for the **GENERAL VICTIM ASSISTANCE PROJECT** to the Office of the Governor.

**Section 1.** The City Council hereby that the Cibolo City Council approves submission of the grant application for the **GENERAL VICTIM ASSISTANCE PROJECT** to the Office of the Governor in substantially the same form as the Attached as Exhibit A, incorporated herein for all purposes and authorizes and directs the Finance Director and City Manager to complete any other documentation required on behalf of members of the City Council.



**Section 2.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

**Section 3.** All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 4.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 5.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

**Section 6.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

**Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED AND ADOPTED** by the City Council of the City of Cibolo on the 27th day of January 2026.

APPROVED:

\_\_\_\_\_  
Kara Latimer, Mayor

ATTEST:

\_\_\_\_\_  
Peggy Cimics, TRMC, City Secretary

Grant Number: \_\_\_\_\_



City Council Regular Meeting Staff Report

**E. Approval/Disapproval of a Resolution authorizing the submission of a grant application to the Office of the Governor for the Peace Officer Mental Health Project. (Chief Andres)**

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Resolutions Item: 9E.
From	
Thedrick Andres, Chief of Police	

**PRIOR CITY COUNCIL ACTION:**

N/A

**BACKGROUND:**

The Peace Officer Mental Health Project, administrated by the Office of the Governor, provides funding to law enforcement agencies to improve access to mental health services, strengthen wellness programs, and support early intervention strategies for peace officers. The program recognizes the unique stressors associated with policing and aims to reduce the long-term impacts of cumulative trauma, critical, and occupational strain.

The Cibolo Police Department continues to prioritize officer wellness as a core component of operational readiness and organizational health. Increase demands on personnel, exposure to traumatic events, and growing complexity of public safety responsibilities highlight the need for expanded mental health resources. The police department seeks to strengthen its wellness infrastructure through enhanced support services, training and access to licensed mental health professionals.

**STAFF RECOMMENDATION:**

Staff recommends that City Council authorize the Police Department to submit a grant application to the Office of the Governor under the Peace Officer Mental Health Project and approve the accompanying resolution for inclusion in the grant submission package.

**FINANCIAL IMPACT:**

No matching funds.

**MOTION(S):**

N/A

**Attachments**

[Resolution - Peace Officer Mental Health Project 01.27.26 CAO revised.pdf](#)



## RESOLUTION \_\_\_\_\_

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CIBOLO, TEXAS APPROVING SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE PEACE OFFICER MENTAL HEALTH PROJECT AND DESIGNATING A FINANCIAL OFFICIAL AND AUTHORIZED OFFICIAL.**

**WHEREAS**, The Cibolo City Council finds it in the best interest of the citizens of Cibolo that the **PEACE OFFICER MENTAL HEALTH PROJECT** be operated for FY 2027; and

**WHEREAS** the Cibolo City Council agrees to provide **NO matching** funds for the said project as authorized under the Texas General Appropriations Act, Article I, for Trusteed Programs within the Office of the Governor; and

**WHEREAS**, the Cibolo City Council agrees that in the event of loss or misuse of the Office of the Governor funds, Cibolo City Council assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, the Cibolo City Council designates the Finance Director as the grantee's authorized financial official. The financial official is authorized to make amendments to the grant budget, cost categories, or funding allocations as necessary to reflect operational needs, updated guidance, or program adjustments.

**WHEREAS**, the Cibolo City Council designates the Executive Director of Safety and Infrastructure as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Cibolo City Council approves submission of the grant application for the **Peace Officer Mental Health Project** to the Office of the Governor.

**Section 1.** The City Council hereby that the Cibolo City Council approves submission of the grant application for the **Peace Officer Mental Health Project** to the Office of the Governor in substantially the same form as the Attached as Exhibit A, incorporated herein for all purposes and authorizes and directs the Finance Director and City Manager to complete any other documentation required on behalf of members of the City Council.

**Section 2.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.



**Section 3.** All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 4.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 5.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

**Section 6.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

**Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED AND ADOPTED** by the City Council of the City of Cibolo on the 27th day of January 2026.

APPROVED:

\_\_\_\_\_  
Kara Latimer, Mayor

ATTEST:

\_\_\_\_\_  
Peggy Cimics, TRMC, City Secretary

Grant Number: \_\_\_\_\_



City Council Regular Meeting Staff Report

F. Approval/Disapproval of a Resolution authorizing the submission of a grant application to the Office of the Governor for the Rifle Resistant Body Armor Project. (Chief Andres)

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Resolutions Item: 9F.
From	
Thedrick Andres, Chief of Police	

**PRIOR CITY COUNCIL ACTION:**

On April 8, 2025, the Cibolo Police Department was approved by the City Council to seek funding from the Office of the Governor, Criminal Justice Division, through the Rifle Resistant Body Armor Grant Program.

**BACKGROUND:**

The Rifle-Resistant Body Armor Grant Program, administrated by the Office of the Governor, provides funding to Texas law enforcement agencies for the purchase of specialize ballistic protection capable of withstanding rifle-caliber rounds. This program was established to address the increasing prevalence of high-velocity weapons encountered during critical incidents and ensure officers have access to equipment that meets modern safety standards.

The Cibolo Police Department's goal is to ensure we equip our peace officers with rifle-resistant armor to maintain operational readiness and officer safety. Providing officers with updated, NIJ compliant rifle-resistant body armor enhances safety during high risk-operations, improves tactical response capabilities, and aligns with statewide efforts to reduce officer injuries and fatalities.

**STAFF RECOMMENDATION:**

Staff recommends that the City Council authorize the Police Department to submit a grant application to the Office of the Governor under the Rifle-Resistant Body Armor Grant Program and approve the accompanying resolution for inclusion in the grant submission packet.

**FINANCIAL IMPACT:**

No matching funds required.

**MOTION(S):**

N/A

**Attachments**

[Resolution - Rifle Resistant Body Armor 01.27.26 CAO revised.pdf](#)



## RESOLUTION \_\_\_\_\_

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CIBOLO, TEXAS APPROVING SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE RIFLE-RESISTANT BODY ARMOR PROJECT AND DESIGNATING A FINANCIAL OFFICIAL AND AUTHORIZED OFFICIAL.**

**WHEREAS**, The Cibolo City Council finds it in the best interest of the citizens of Cibolo that the **RIFLE-RESISTANT BODY ARMOR PROJECT** be operated for FY 2027; and

**WHEREAS** the Cibolo City Council agrees to provide **NO matching** funds for the said project as authorized under the Texas General Appropriations Act, Article I, Rider 25 for Truusted Programs within the Office of the Governor; and

**WHEREAS**, the Cibolo City Council agrees that in the event of loss or misuse of the Office of the Governor funds, Cibolo City Council assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, the Cibolo City Council designates the Finance Director as the grantee's authorized financial official. The financial official is authorized to make amendments to the grant budget, cost categories, or funding allocations as necessary to reflect operational needs, updated guidance, or program adjustments.

**WHEREAS**, the Cibolo City Council designates the Executive Director of Safety and Infrastructure as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Cibolo City Council approves submission of the grant application for the **RIFLE-RESISTANT BODY ARMOR PROJECT** to the Office of the Governor.

**Section 1.** The City Council hereby that the Cibolo City Council approves submission of the grant application for the **RIFLE-RESISTANT BODY ARMOR PROJECT** to the Office of the Governor in substantially the same form as the Attached as Exhibit A, incorporated herein for all purposes and authorizes and directs the Finance Director and City Manager to complete any other documentation required on behalf of members of the City Council.

**Section 2.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.



**Section 3.** All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 4.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 5.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

**Section 6.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

**Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED AND ADOPTED** by the City Council of the City of Cibolo on the 27th day of January 2026.

APPROVED:

\_\_\_\_\_  
Kara Latimer, Mayor

ATTEST:

\_\_\_\_\_  
Peggy Cimics, TRMC, City Secretary

Grant Number: \_\_\_\_\_



City Council Regular Meeting Staff Report

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**G. Approval/Disapproval of a Resolution authorizing the submission of a grant application to the Office of the Governor for the Active Attack Response Equipment Project. (Chief Andres)**

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Resolutions Item: 9G.
From	
Thedrick Andres, Chief of Police	

**PRIOR CITY COUNCIL ACTION:**

N/A

**BACKGROUND:**

The Active Attack Response Equipment Program, administrated by the Office of the Governor, provides funding to Texas law enforcement agencies for equipment that improves preparedness, response capability, and officer safety during active attack events. These incidents require rapid, coordination action supported by reliable, mission critical equipment.

The Cibolo Police Department continually evaluates our operational readiness level for high-risk, low-frequency events such as active shooter or mass-casualty incidents. Updated equipment is essential to ensure officers can respond swiftly, safely, and effectively while protecting the public and mitigating loss of life. The grant opportunity aligns with statewide priorities to strengthen community safety and enhance law enforcement response capabilities.

**STAFF RECOMMENDATION:**

Staff recommends that City Council authorize the Police Department to submit a grant application to the Office of the Governor under the Active Attack Response Equipment Program and approve the accompanying resolution for in inclusion in the grant submission package.

**FINANCIAL IMPACT:**

No matching funds required.

**MOTION(S):**

N/A

**Attachments**

[Resolution - Active Attack Response Equipemnt Program 01.27.26 CAO revised.pdf](#)



## RESOLUTION \_\_\_\_\_

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CIBOLO, TEXAS APPROVING SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE ACTIVE ATTACK RESPONSE EQUIPMENT PROJECT AND DESIGNATING A FINANCIAL OFFICIAL AUTHORIZED OFFICIAL.**

**WHEREAS**, The Cibolo City Council finds it in the best interest of the citizens of Cibolo, that the **ACTIVE ATTACK RESPONSE EQUIPMENT PROJECT** be operated for the FY 2027; and

**WHEREAS** the Cibolo City Council agrees to provide **NO applicable matching** funds for the said project as required by the Budget Execution Order proposed by the Legislative Budget Board and ratified by Governor Abbott on June 28, 2022, pursuant to Texas Government Code, Section 317.002 and Section 317.005(b), and The Texas General Appropriations Act, Article IX, Sec. 18.03.application; and

**WHEREAS**, the Cibolo City Council agrees that in the event of loss or misuse of the Office of the Governor funds, Cibolo City Council assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, the Cibolo City Council designates the Finance Director as the grantee's authorized financial official. The financial official is authorized to make amendments to the grant budget, cost categories, or funding allocations as necessary to reflect operational needs, updated guidance, or program adjustments.

**WHEREAS**, the Cibolo City Council designates the Executive Director of Safety and Infrastructure as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Cibolo City Council approves submission of the grant application for the **ACTIVE ATTACK RESPONSE EQUIPMENT PROJECT** to the Office of the Governor.

**Section 1.** The City Council hereby that the Cibolo City Council approves submission of the grant application for the **ACTIVE ATTACK RESPONSE EQUIPMENT PROJECT** to the Office of the Governor in substantially the same form as the Attached as Exhibit A, incorporated herein for all purposes and authorizes and directs the Finance Director and City Manager to complete any other documentation required on behalf of members of the City Council.



**Section 2.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

**Section 3.** All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 4.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 5.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

**Section 6.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

**Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED AND ADOPTED** by the City Council of the City of Cibolo on the 27th day of January 2026.

APPROVED:

\_\_\_\_\_  
Kara Latimer, Mayor

ATTEST:

\_\_\_\_\_  
Peggy Cimics, TRMC, City Secretary

Grant Number: \_\_\_\_\_



City Council Regular Meeting Staff Report

F. Approval/Disapproval of a Resolution authorizing the submission of a grant application to the Office of the Governor for the Body Worn Camera Project. (Chief Andres)

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Resolutions Item: 10F.
From	
Thedrick Andres, Chief of Police	

**PRIOR CITY COUNCIL ACTION:**

N/A

**BACKGROUND:**

The Body-Worn Camera Grant Project, administrated by the Office of the Governor, provides financial assistance to Texas law enforcement agencies seeking to implement or expand body-worn camera system. The program is designed to improve public trust, strengthen documentation of police-citizen encounters, and support the fair and efficient administration of justice.

The Cibolo Police Department currently utilizes a limited number of body-worn cameras and seeks to expand coverage to ensure that all patrol officers and other designated personnel positions are equipped with modern, reliable devices. Additional cameras and supporting infrastructure will improve evidence collection documentation, reduce complaints, and enhance officer safety.

This grant opportunity aligns with the police department's commitment to transparency, professionalism, and the adoption of technology that strengthens community trust.

**STAFF RECOMMENDATION:**

Staff recommends that City Council authorize the Police Department to submit a grant application to the Office of the Governor under the Body-Worn Camera Grant Project and approve the accompanying resolution for inclusion in the grant submission package.

**FINANCIAL IMPACT:**

The Body-Worn Camera Grant Project requires 20% matching funds.

**MOTION(S):**

N/A

**Attachments**

[Resolution - Body Worn Camera Project 01.27.26. CAO revised.pdf](#)



## RESOLUTION \_\_\_\_\_

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CIBOLO, TEXAS APPROVING SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE BODY WORN CAMERA PROJECT AND DESIGNATING A FINANCIAL OFFICIAL AND AUTHORIZED OFFICIAL.**

**WHEREAS**, The Cibolo City Council finds it in the best interest of the citizens of Cibolo, that the **BODY WORN CAMERA PROJECT** be operated for the FY 2027; and

**WHEREAS** the Cibolo City Council agrees to provide **twenty-five percent (25%) matching** funds for the said project as authorized under the Texas General Appropriations Act, Article I, Rider 32 for Trusteed Programs within the Office of the Governor; and

**WHEREAS**, the Cibolo City Council agrees that in the event of loss or misuse of the Office of the Governor funds, Cibolo City Council assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, the Cibolo City Council designates the Finance Director as the grantee's authorized financial official. The financial official is authorized to make amendments to the grant budget, cost categories, or funding allocations as necessary to reflect operational needs, updated guidance, or program adjustments.

**WHEREAS**, the Cibolo City Council designates the Executive Director of Safety and Infrastructure as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

### **NOW THEREFORE, BE IT RESOLVED**

**Section 1.** The City Council hereby that the Cibolo City Council approves submission of the grant application for the **BODY WORN CAMERA PROJECT** to the Office of the Governor in substantially the same form as the Attached as Exhibit A, incorporated herein for all purposes and authorizes and directs the Finance Director and City Manager to complete any other documentation required on behalf of members of the City Council.

**Section 2.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

**Section 3.** All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.



**Section 4.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 5.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

**Section 6.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

**Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED AND ADOPTED** by the City Council of the City of Cibolo on the 27th day of January 2026.

APPROVED:

\_\_\_\_\_  
Kara Latimer, Mayor

ATTEST:

\_\_\_\_\_  
Peggy Cimics, TRMC, City Secretary

Grant Number: \_\_\_\_\_



City Council Regular Meeting Staff Report

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**G. Approval/Disapproval of a Resolution to approve the location of a Private Street Residential Subdivision for the Schlather Ranch Residential Subdivision. (Mr. Vasquez)**

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Resolutions Item: 10G.
From	
Rick Vasquez, Director of Economic Development and Planning	

**PRIOR CITY COUNCIL ACTION:**

The City Council approved a Preliminary Subdivision Plat for the Schlather Ranch Residential Subdivision on June 10, 2025. The Schlather Ranch Residential Subdivision is a proposed 115 acre, 106 residential lot subdivision. A homeowner association shall be created to assume liability for the maintenance and operation of all community facilities, including the private street network.

All private streets must be designed in accordance with the standards and specifications for public streets as outlined in the City of Cibolo Design and Construction Manual.

**BACKGROUND:**

The City of Cibolo 2024 Unified Development Code (UDC) requires City Council approval when a subdivision development proposal includes a private street system. The UDC requires approval of the private street network and shall employ a specific use permit process to consider a private street network.

The Planning Department placed this question on the Planning and Zoning Commission's January 14, 2026 meeting, the Planning and Zoning Commission recommended approval of the private street location.

**STAFF RECOMMENDATION:**

N/A

**FINANCIAL IMPACT:**

N/A

**MOTION:**

Approve the Resolution to authorize the location for development of a residential subdivision with a private street network.

**Attachments**

[Schlather Ranch Private Streets Resolution\\_4936-8004-9026 v.1.pdf](#)

[Schlather Ranch Land Plan Single Sheet.pdf](#)

**A RESOLUTION OF THE CITY OF CIBOLO, TEXAS, AUTHORIZING PRIVATE STREETS, IN ACCORDANCE WITH THE 2024 UNIFIED DEVELOPMENT CODE, ARTICLE 18, TRANSPORTATION**

**WHEREAS**, the City of Cibolo 2024 Unified Development Code (UDC), Article 18, Transportation, authorizes the Planning and Zoning Commission to review applications requesting approval to develop subdivision with a private street network; and

**WHEREAS**, Article 18 of the UDC further authorizes the City Council to consider and approve such applications to permit the development of subdivision with private street networks; and

**WHEREAS**, **KF SCHLATHER LP**, a Texas limited partnership (the "Developer"), the applicant, submitted a Land Study as required by Article 18, Transportation and is seeking Planning and Zoning Commission and City Council approval (through the Specific Use Permit Process) for the location to develop a residential subdivision with a private street network; and

**WHEREAS**, the private street location will conform to the same rules, regulations, standards, and specifications established for public subdivisions and as regulated in the City UDC and Cibolo Design and Construction Manual.; and

**WHEREAS**, the city has no obligation to inspect or maintain a private street; and

**WHEREAS**, If the property owners' association fails to make repairs required by the city, the city shall have the right, but not the obligation, to cause the repairs to be completed and collect the cost of the same from the property owners' association for said work.; and

**WHEREAS**, the property owners' association shall be responsible for periodic inspection and maintenance of the private streets; and

**WHEREAS**, the development plan shall not impede the current or future street circulation needs of the area, especially any needed collector or arterial street route, or adequate access to any adjoining tract.; and

**WHEREAS**, the private street location shall not disrupt an existing or proposed city public pedestrian pathway, hike and bike trail or park; and

**WHEREAS**, the proposed private street subdivision will not result in an overconcentration of such developments, to the extent of dominating the neighborhood development pattern.

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

**Section 1.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

**Section 2.** **KF SCHLATHER LP**, a Texas limited partnership (the "Developer") may develop a private street network within the proposed Slather Ranch Subdivision.

**Section 3. Limitations and Conditions.** This approval is limited exclusively to the Slather Ranch Subdivision development and is subject to full compliance with all applicable provisions of the 2024 UDC.

**Section 4. Implementation.** City staff is hereby directed to take all necessary actions to implement this Resolution.

**Section 5.** All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 6.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 7.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

**Section 8.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

**Section 9.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED AND APPROVED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

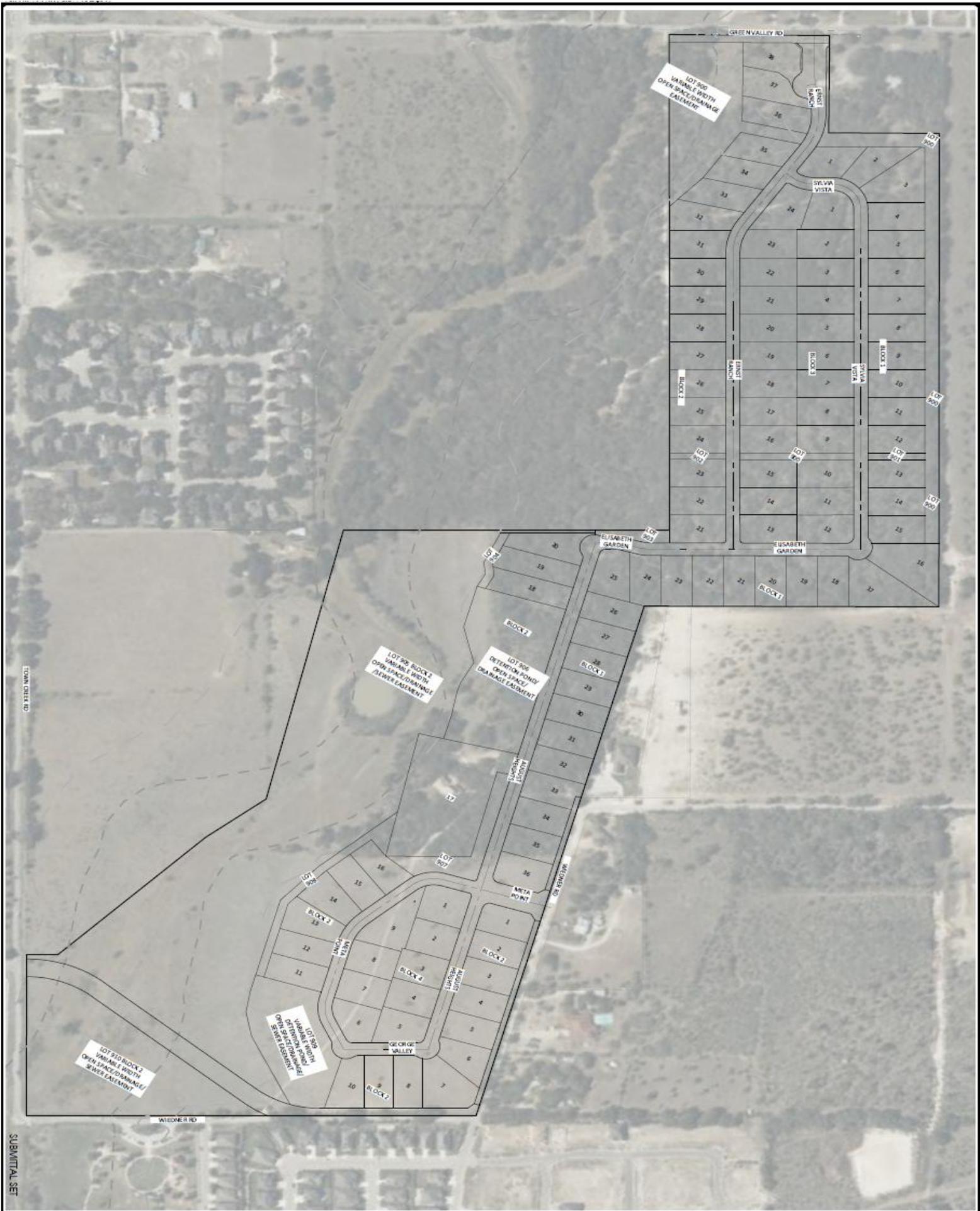
**CITY OF CIBOLO, TEXAS**

By: \_\_\_\_\_  
**Mayor**

ATTEST:

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**City Secretary**



SUBMITTAL SET

**SCHLATHER RANCH SUBDIVISION**  
**OVERALL LAND PLAN EXHIBIT**

**MTR**  
**Moy Tain Ramirez Engineers, LLC**  
 ENGINEERING F-5087/SURVEYING F-10131900  
 523 UNIVERSITY HEIGHTS BLVD, STE. 103  
 9840 AVENUE, HOUSTON, TEXAS 77056  
 TEL: (281) 866-2021  
 FAX: (281) 866-0325

- Engineers
- Surveyors
- Planners

REVISIONS				
NO.	DATE	DESCRIPTION	BY	CHK

PROJ. #	DATE	SCALE	DRAWN BY	CHECKED BY	DATE
24235.00	04/11/18	1"=40'	SM	SM	6/20/25

SHEET



City Council Regular Meeting Staff Report

A. Approval/Disapproval of an Ordinance by the City Council amending Ordinance 1515 "Fee Schedule". (Ms. Miranda)

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Ordinances Item: 10A.
From	
Anna Miranda, Finance Director	

**PRIOR CITY COUNCIL ACTION:**

In support of the City's fiscal year 2026 budget, on September 9, 2025, City Council approved Ordinance 1508 adopting the fee schedule and incorporating changes recommended in the budget process. On December 9, 2025, City Council approved Ordinance 1515 amending the fee schedule to add the recommended utility rate increase from the utility rate study, incorporating the fireworks display permit, and adding fees for the Community Center facility rental.

**BACKGROUND:**

Since December, our water resource consultant, LRE Water, has confirmed with TCEQ through evaluation of our water system, that the City maintains more than enough capacity to meet TCEQ system requirements. TCEQ does not have any concern about the City's ability to satisfy its water delivery requirements. Given this information, the City is able to reduce our utility fund budget by \$1 million in expenditures in 2026. To pass this savings on to our customers, we are recommending eliminating the water acquisition fee that generates approximately \$860 thousand annually. The removal of the fee is shown on page 27 of Exhibit A.

We are also taking this opportunity to add a fee under Development Applications on the Public Works fee schedule for water and wastewater system evaluation. This would ensure that an evaluation is performed by our engineering consultants to ensure available capacity for new development. This fee is proposed at \$1,500 each and is shown on page 15 of Exhibit A.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Ordinance amending the City's fees schedule.

**FINANCIAL IMPACT:**

This amendment will reduce revenues in the utility fund in an amount that does not exceed the expected reduction in expenditures.

**MOTION(S):**

I move to approve (or disapprove) the Ordinance amending the City's fee schedule.

**Attachments**

[Fee Schedule Ordinance](#)

[Exhibit A - Fee Schedule](#)

[1\\_LREWater\\_CityofCibolo\\_WaterSupplyAssessment\\_11042025.pdf](#)



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CIBOLO, AMENDING ORDINANCE 1515 “FEE SCHEDULE”; DECLARING A PUBLIC PURPOSE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL OTHER ORDINANCES OF THE CITY OF CIBOLO; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the City of Cibolo, Guadalupe County, Texas, adopted Ordinance Number 1515 on December 9, 2025, which updated the comprehensive “Fee Schedule”; which sets forth the cost of all services provided to the citizens and businesses of Cibolo for fiscal year 2026; and

WHEREAS, the City Council considers it reasonable to review and amend said Fee Schedule periodically; and

WHEREAS, the City Council has determined it is necessary, at this time, to eliminate the water acquisition fee because it has been determined by TCEQ evaluation that the City currently maintains more than enough capacity to meet TCEQ system requirements; and

WHEREAS, the City Council has determined it is necessary, at this time, to add a fee under Development Application review, to cover the cost of an engineering water/waterwater capacity analysis to ensure available capacity to meet the demand of the new development.

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

**SECTION 1.  
AUTHORIZATION**

The City of Cibolo adopts the Fee Schedule as amended in Exhibit A.

**SECTION 2.  
PUBLIC PURPOSE**

The City declares the consolidation of its municipal fees and charges is in the public interest.

**SECTION 3.  
CUMULATIVE CLAUSE**

That this ordinance shall be cumulative of all provisions of the City of Cibolo, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

**SECTION 4.  
SEVERABILITY**

That it is hereby declared to be the intention of the City Council of the City of Cibolo that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 5.  
EFFECTIVE DATE**

That this Ordinance shall be effective upon the passage and approval of the City Council of the City of Cibolo, Texas, and publication of notice of these fee changes twice in the newspaper of record.

**PASSED AND APPROVED** this 27<sup>th</sup> day of January 2026.

APPROVED:

\_\_\_\_\_  
Kara Latimer, Mayor

ATTEST:

\_\_\_\_\_  
Peggy Cimics, City Secretary

## **EXHIBIT A - FEE SCHEDULE**

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A-4	Planning	12-14
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A-6	GIS	18
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## Public Information Fees

### Materials

Standard Paper Copy*	\$0.10
<i>*per page</i>	
Rewritable CD (CD-RW)*	\$1.00
Non-rewritable CD (CD-R)*	\$1.00
Digital Video Disc (DVD)*	\$3.00
<i>*per disc</i>	\$3.00
Other electronic media	Actual cost
Oversize Paper Copy*	\$4.00-\$5.00

\*11" x 17" per page, not including maps

### Specialty Maps

11" x 17"	\$10.00
24" x 36"	\$30.00
Miscellaneous Supplies	Actual cost
Postage and Shipping Charges	Actual cost

### Labor Charge

Programming*	\$28.50
Locating, compiling and reproducing*	\$15.00
<i>*per hour</i>	

A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

- (A) Two or more separate buildings that are not physically connected with each other; or
- (B) A remote storage facility.

When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

No sales tax shall be applied to copies of public information

Texas Administrative Code  
 Title 1 - Administration  
 Part 3 - Office of the Attorney General  
 Chapter 70 - Cost of Copies of Public Information  
 Rule 70.3 Charges for Providing Copies of Public Information

Fee Chart for Alcohol Permits				
Description of Permits	Code	Authorizing	TABC Fees	City of Cibolo Fees
		Statute TABC Code		
Manufacturer's Agent's Warehousing Permit	AW	Ch 55	\$1,500.00	\$750.00
Bonded Warehouse Permit	J	Ch 46	\$300.00	\$150.00
Bonded Warehouse Permit (Dry Area)	JD	Ch 46	\$300.00	\$150.00
Distiller's & Rectifier's Permit	D	Ch 14	\$3,000.00	\$1,500.00
Local Distributor's Permit	LP	Ch 23	\$200.00	\$100.00
Mixed Beverage Permit			\$6,000.00	Exempt
Original				
1st Renewal	MB	Ch 28	\$4,500.00	\$1,125.00
2nd Renewal			\$3,000.00	\$1,500.00
3rd and All Subsequent Renewals			\$1,500.00	\$750.00
Nonresident Seller's Permit	S	Ch 37	\$300.00	\$150.00
Package Store Permit	P	Ch 22	\$1,000.00	\$500.00
Wine Only Package Store	Q	Ch 24	\$150.00	\$75.00
Promotional Permit	PR	Ch 50	\$600.00	\$300.00
Wholesaler's Permit	W	Ch 19	\$3,750.00	\$1,875.00
General Class B Wholesaler's Permit	X	Ch 20	\$600.00	\$300.00
Winery Permit	G	Ch 16	\$150.00	\$75.00
Branch Distributor's License	BC	Ch 66	\$150.00	\$75.00
Brewer's License	BW		N/A	\$1,500.00
Brewer's Self Distribution License	SD		N/A	\$600.00
General Distributor's License	BB	Ch 64	\$600.00	\$300.00
Brewpub License	BP	Ch 74	\$1,000.00	\$500.00
Retailer's Off Premise License	BF	Ch 71	\$120.00	\$60.00
Retail Dealer's On-Premise License <i>(Excluding BEXAR, DALLAS, HARRIS, TARRANT Counties)</i>	BE	Ch 69	\$300.00	\$150.00
Retail Dealer's On-Premise License - Original <i>(BEXAR, DALLAS, HARRIS, TARRANT Counties) Renewal</i>	BE	Ch 69	\$2,000.00 \$1,500.00	\$1,000.00 \$750.00
Wine and Malt Beverage Retailer's Permit <i>(Excluding BEXAR, DALLAS, HARRIS, TARRANT Counties)</i>	BG	Ch 25	\$350.00	\$175.00
Wine and Malt Beverage Retailer's Permit - Original <i>(BEXAR, DALLAS, HARRIS, TARRANT Counties) - Renewal</i>	BG	Ch 25	\$2,000.00 \$1,500.00	\$1,000.00 \$750.00
Wine and Malt Beverage Retailer's Off-Premise Permit	BQ	Ch 26	\$120.00	\$60.00
Water Park Permit	WP	Ch 56	\$60.00	\$30.00

## Building Inspections and Permitting Fees

### Residential Building Permit Fee

\$75.00 for issuing the permit plus:

Minimum Permit Fee		\$75.00
New Single Family Residential (one & two family dwellings)	per square foot	\$0.75
New Accessory Structures	per square foot	\$0.75
Remodels / Additions	per square foot	\$0.75
Residential Plan Review Fee		50% of Building Permit Fee

### Commercial Building Permit Fee

*Commercial Building valuation shall be based on the greater amount of either contract value or \$100.00 per square foot.*

Alterations / Tenant Finish Out	permit valuation= contract value
Commercial Plan Review Fee	50% of Building Permit Fee

\$75.00 for issuing the permit plus:

Valuation	Permit Fee Schedule *
\$1 to \$500	\$25
\$501 to \$2,000	\$25 for the first \$500, plus \$10 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$50,000	\$175 for the first \$2,000, plus \$10 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$250,000	\$655 for the first \$50,000, plus \$9 for each additional \$1,000 or fraction thereof, to and including \$250,000
\$250,001 to \$500,000	\$2,455 for the first \$250,000 plus \$8 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$4,455 for the first \$500,000, plus \$7 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$7,955 for the first \$1,000,000, plus \$5 for each additional \$1,000 or fraction thereof, to and including \$5,000,000
Over \$5,000,000	\$27,955 for the first \$5,000,000, plus \$3 for each additional \$1,000 or fraction thereof.

*\* 0.8 multiplier applied to Manufacturing facilities, Warehouses and Distribution Centers and 1.45 multiplier applied to Multi-family (3+) projects.*

### Plan Review Fee:

Residential Plans	50% of Building Permit fee
Commercial Plans	50% of Building Permit fee

### Contractor Registration Fee/Requirements

*All contractors wishing to work in the City of Cibolo must be registered with the City. Registration will require a completed Application, Certificate of Insurance, and Fee as indicated below.*

Registration for General, Commercial, Residential, Demolition, Site Development and/or Sign Contractors (valid for one (1) year)	\$100.00
Registration for Licensed Electrical, Mechanical, Plumbing, Fire Alarm, Fire Sprinkler/Suppression, and Irrigation Contractor's (Valid for one (1) year)	\$0.00

### Electrical Permit

Issue Permit (Base Fee):	\$75.00
Switch, Jack, Plug, Data Connection, Receptacle, Sensor & Light Fixture (each)	\$0.60
220v, Appliance Outlet or Disconnect (each)	\$5.00
Furnace, or A/C Unit (evaporator / condenser coils, etc.) (each)	\$7.00
Meter Loop (Temporary / Permanent) (each)	\$12.50
Main Panel or Sub Panel (each)	\$12.50
Motor Load or Load of 1 hp and larger - Commercial (each)	\$15.00
Lighted Sign (each)	\$20.00
Meter Loop (Temporary / Permanent) 600 volt or less - Commercial (each)	\$30.00
Meter Loop (Temporary / Permanent) over 600 volt - Commercial (each)	\$50.00
Residential Solar Equipment (Flat Fee)	\$100.00
Commercial Solar (see commercial valuation tier under Commercial Building permits)	Based on Project Valuation
New Residential Electrical Permit will be a flat fee based on the following:	
Up to 1,500 square feet	\$200.00
1,501 to 2,000 square feet	\$226.00
2,001 to 2,500 square feet	\$252.00
2,501 to 3,000 square feet	\$278.00
3,001 to 3,500 square feet	\$304.00
3,501 to 4,000 square feet	\$330.00
4,001 to 4,500 square feet	\$356.00
4,501 to 5,000 square feet	\$382.00
Over 5,000 square feet	\$382.00 + \$26.00 for each additional 500 square feet or portion thereof.

### Heating and Air Conditioning (Mechanical) Permit

Issue Permit (Base Fee):	\$75.00
Heating and Cooling Unit - New Construction (each)	\$12.00
Heating and Cooling Unit - Replacement (each)	\$25.00
Duct Outlet (each)	\$7.00
Refrigeration Unit - Commercial (each)	\$25.00
Exhaust Hood, Make up Air, or Exhaust Duct - Commercial (each)	\$25.00

### Plumbing Permit

Issue Permit (Base Fee):	\$75.00
Fixtures (i.e. bathtub, sink, lavatory, shower, outside hose bib etc.) (each)	\$5.50
Water Heater - New Construction (each)	\$12.00
Water Heater - Replacement (each)	\$25.00
Water Softener (each)	\$25.00
Reverse Osmosis (each)	\$25.00
Combination Water Softener and Reverse Osmosis (each)	\$35.00
Gas Piping - Up to 5 Openings	\$25.00
Additional Gas Openings (each)	\$5.00
Gas Test (each)	\$25.00
Lint, Grease, or other type of Interceptor / Tank (each)	\$35.00
Under Slab Plumbing Repairs	\$60.00

### Underground Waterline (Domestic / Fire)

Commercial	\$100.00
Residential	\$15.00

### Sewer

Commercial	\$100.00
Residential	\$15.00

### Medical Gas

*(Oxygen - O<sub>2</sub>; Nitrous Oxide - N<sub>2</sub>O; Medical Compressed Air - MedAir; Nitrogen - N<sub>2</sub>; Vacuum - Vac;  
Carbon Dioxide - CO<sub>2</sub>; Helium - He)*

Issue Permit (Base Fee)	\$75.00
Med Gas Piping - Up to 5 Openings	\$25.00
Additional Med Gas Openings (each)	\$5.00

### Reclaim Water Line Openings

Issue Permit (Base Fee)	\$75.00
Reclaim Water Piping - Up to 5 Openings	\$40.00
Additional Openings (each)	\$5.00

### Certificate of Occupancy (Commercial)

Certificate of Occupancy (Building inspection included)	\$250.00
Failure to obtain a Certificate of Occupancy	\$500.00

### Miscellaneous Building Fees

Any Permits not reflected or related to the schedule:	\$75.00
Fence Permit (residential, commercial)	\$50.00
Fuel Tanks and related equipment and piping	\$50.00 + \$100.00 per tank
Foundation Repair (residential)	\$225.00
Residential Reroofing (repair or replacement)	\$75.00
Manufactured Homes / Mobile Home Placement	\$100.00

*(Placement - to include stairs and decks, Additional permits for utility hook ups is required)*

### Outdoor Structures

Shed - Pre-Assembled	(flat fee)	\$75.00
Outdoor Structures - 100 to 250 square feet	(flat fee)	\$125.00
Outdoor Structures - Larger than 250 square feet	(flat fee)	\$250.00

*(Outdoor structures include, but not limited to, site built sheds, decks, concrete slabs, pergolas, covered patios etc.)*

*Sheds 100 square feet or less and portable do not require a permit.*

Portable Storage Unit - (Up to 90 Days)	\$75.00
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*(If an extension is needed, it will be on a case by case basis and will require a new permit.)*

Exception: Storage units for moving and kept on site for no more than 14 days shall not require a permit.

Moving Permit	\$100.00
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*(Moving - any Building or Structure)*

### Swimming Pools

Inground Pool	\$500.00
Inground Pool Plan Review Fee	\$250.00
Above ground pool	\$150.00
Spa Placement	\$25.00

**Additional Fees**

Move in prior to Certificate of Occupancy (residential):		\$500.00 Per Day
Permit Renewal:		100% of original Permit Fee
	<i>Note: This would be applicable for temporary permits that expire and are renewed / extended. A Plan Review would only be charged if there were changes to the original description of work.</i>	
Re-Review Fee:		\$150.00
	<i>Note: This fee will apply to reviews after the original review has been completed.</i>	
Re-Inspection Fee:		
For each failure - per trade	1st Failure -	\$75.00
		*\$100 under slab
	2nd Failure -	\$100.00
		*\$150 under slab
	Each Additional -	\$200.00
	<i>Note: If re-inspection has been called for and the second inspection revealed original turn down items have not been corrected in part or in whole, in addition to the above fees, a seventy-two (72) hour notice of inspection will be required before another inspection will be conducted.</i>	
Proceeding without the proper Inspection:		\$150.00 + Failure Fee
Lost Plan Fee:		\$50.00
	<i>If original field set is lost, misplaced, stolen or tampered with in any way, the builder must request a new field set from the City of Cibolo.</i>	
Refunds:		
Building and Trade permit refunds		Minus Plan Review Fee
		<i>(no refund if work began or if permit expired)</i>
Permits which do not require a Plan Review Fee		\$25.00 Admin Fee
Starting work before permit issued (Residential and commercial):		
	<i>The fee is 2.5 (250%) times the fee of the total original permit fee (to include the permit fee and plan review fee)</i>	
Failure to Comply:		\$200.00
	<i>Any person who shall continue any work after having been served with a Stop Work Order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of \$200.01</i>	
Failure to schedule required inspection(s):		\$50.00
	<i>Any person/company who fails to schedule a required inspection(s) within 180 days of permit issuance for work described by a permit. No additional permits will be issued to any person/company who has more than one (1) expired permit.</i>	

### Demolition Permit

Single Family Dwellings, including detached accessory structures (residential in nature)	\$85.00
Other than single family dwellings, for the first (1st) unit	\$100.00
Commercial single story	\$100.00
Commercial two & three story	\$200.00
Commercial over three stories	\$ 300.00

### Irrigation Permit

Issue Permit (Base Fee):	\$75.00
Irrigation System - Residential - 1 and 2 Family Dwellings	\$50.00
Irrigation System - Commercial	\$100.00
Backflow Preventer - 2" or less	\$20.00
Backflow Preventer - Greater than 2"	\$25.00
Residential - 1 & 2 Family Dwellings - No Plan Review fee	

### Fire Alarm Permit

Issue Permit (Base Fee):	\$75.00
Switch, Jack, Data Connection, Device, Sensor, Relay, Module etc. (each)	\$0.50
220v Appliance Outlet or Disconnect (each)	\$4.00
Main Panel or Sub Panel (each)	\$10.00
Motor Load of 1 hp and larger (each)	\$10.00
	Plus 1/2 of the total permit for Plan Review

### Fire Sprinkler/Suppression Permit

Issue Permit (Base Fee):	\$75.00
Fire Pump (each)	\$20.00
Fire Sprinkler System (each)	\$35.00
Fixed Suppression Systems (each)	\$25.00
Fire Sprinkler Head or Similar Device (each)	\$0.60
Backflow Preventer - 2" or less (each)	\$20.00
Backflow Preventer - Greater than 2" (each)	\$25.00

Plan Review - 100% of the total permit

*Fire Alarm/Fire Sprinkler plans reviewed by 3rd party & work begins without a permit,  
a non-compliance fee of \$250.00 will be assessed.*

### Sign Permit:

Annual Billboard Permit - Payable January 1st of each year	\$100.00	
Illuminated Sign (each)	\$115.00	
Non-Illuminated Sign (each)	\$75.00	
Replacement Sign - Same Mounts (each)	\$50.00	
Banner or Temporary Sign (each)	\$0.00	
Flagpole (each)	\$50.00	
Master Sign Program	\$1,000.00	
Master Sign Program Revision (each)	\$500.00	
Public Notification Signage (Rezoning, Variance, Replat, Annexation)	\$65.00	
Variance Process (each)		
	Pre-	\$200.00
	Post-	\$500.00

### Environmental Health Permits

#### Retail Food Establishments and Food Stores

Annual Health Permit		
Gross Annual Volume of Food Sales		
\$0 – \$49,999.99		\$200.00
\$50,000 – \$149,999.99		\$250.00
\$150,000 or more		\$300.00
Re-inspections		\$150.00

#### Mobile Food Units

Fire Inspection	\$200.00
Mobile food units must have passed a State Department health inspection within the preceding 12 months, per Texas H.B. 2844, before scheduling a fire inspection.	

#### School Food Establishments

Fees for intial applications, renewals and change of ownership	\$258.00
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#### Temporary Retail Food Establishments

Single Event Permit	\$40.00
Multiple Event Permit	\$200.00

## ZONING AND DEVELOPMENT FEES

Fees are based on three rounds of review. If a fourth round of review is needed, the applicant will be charged an additional fee equal to 50% of the initial review fees, except as noted in the legal review fees. The applicant will be charged an additional fee equal to 25% of the initial review fees for every review thereafter. If the applicant does not adequately respond to staff comments based on current standards and regulations adopted by the City, then the applicant may be subject to additional fees proportional to the amount of extra work required. Applicant will be responsible to pay additional fees of actual costs for any application associated with review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviews, inspectors, etc.)

Application Type		
Pre-Application Meeting with City Staff **	First	\$0 +
Additional Meeting with Staff **	Subsequent	\$400 +
Discussion Only Agenda Item **	City Staff Fee	\$400 +
Voluntary Annexation **	<i>(temporary agriculture zoning)</i>	\$200 +
	<i>(permanent zoning request)</i>	\$1,500 +
Non-Annexation Agreement **		\$1,000 +

\*\*Applicant will be responsible to pay additional fees of actual costs for any application associated with review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviews, inspectors, etc.)

Zoning Applications:		
Conditional Use Permit (CUP) and Zoning Change **		\$1,500 + \$100/acre + (Max \$5,000)
Planned Unit Development (PUD) **		\$3,000 + \$100/acre +
Vested or Development Rights Petition **	City Attorney and Staff Fees	\$750 +
Zoning Verification Letter **	City Staff Fee	\$150 +

\*\*Applicant will be responsible to pay additional fees of actual costs for any application associated with review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviews, inspectors, etc.)

Development Applications			
Site Plans **			\$2,000 + \$25/DU and/or \$75/acre +
Appeal of Denied Site Plan to the P&Z Commission **			\$1,000+
Land Study **			\$2,000 + \$15/acre +
Mixed Use Concept Plan **			\$2,000 +
Amendment to: Land Study, Master Plan, Mixed Use Concept Plan **			\$1,000 +
Tree Deferral - Postponement of tree mitigation to a later phase **			\$500 +
Tree Removal Permit **			\$50 +
Tree Removal Permit (UDC 17.2.E.5) **	Diameter of Existing Tree (DBH)	Replacement Ratio (inches)	Tree Replacement Fee (Per inch)
	8 to 19.99 inches	1.0	\$150 +
	20 to 23.99 inches	2.0	\$300 +
	24 inches and larger	3.0	\$450 +
Tree Affidavit **			\$50 +

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### Variance & Waiver Applications:

Zoning Variance		\$500 each variance
<i>80% reduced for homestead *Proof of ownership required</i>		
All other Variance Applications **		\$500 +
<i>80% reduced for homestead *Proof of ownership required</i>		
Waivers/Alternative Compliance **		\$750 +
Appeal of Administrative Decision		\$500

\*\*Applicant may be responsible to pay additional fees of actual costs for any application associated with review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviews, inspectors, etc.)

### City Plan Amendment:

City Comprehensive Plan **		
Future Land Use Map (FLUM) **		\$750 + \$100/acre +
Future Thoroughfare Plan (FTP) **		
Unified Development Code (UDC) **		

\*\*Applicant will be responsible to pay additional fees of actual costs for any application associated with review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviews, inspectors, etc.)

### Plat Related Applications:

Minor Plat, Amended Plat, and Development Plat **		\$1,500 +
<i>(Administratively reviewed &amp; approved)</i>		
Preliminary Plat, Final Plat **	0 to 5 acres	\$2,000 + \$30/single family lot or \$60/non-single family acreage +
	> 5 acres	\$2,500 + \$30/single family lot or \$60/non-single family acreage +
Replat **		\$1,500 + \$15/single family lot or \$30/non-single family acreage +
Vacating Plat **		\$750 +
Conveyance Plat or Legal Instrument **	Each	\$750 +
Plat Recordation - Guadalupe County Recordation Fee **		Cost per Guadalupe County
Cibolo Recordation Fee **	Per Trip	\$150/document +
<i>(if denied by County due to applicant error, additional charge will be assessed)</i>		

All plats may incur additional fees above the base fees based on review times or 3rd party consultants. These additional charges will be assessed at actual costs.

### Park Land & Improvement Fees

Park Land Fees paid by developer (at platting) **	\$600 per single or two-family unit or Council approved 8% Park Land dedication +
Park Improvement Fee paid by builder (at bldg permit) **	\$600 per single or two-family unit or Council approved 8% Park Land dedication +
Park Land & Improvement Fees by developer/builder of Multi-Family **	\$400/Dwelling Unit +

\*\*Applicant will be responsible to pay additional fees of actual costs for any application associated with review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviews, inspectors, etc.)

### City Agreements

Public Improvement Agreement, Development Agreement, Other Agreement ** Amendment to an Agreement **	\$3,500 + \$100/acre + 50% of Agreement fee +
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\*\*Applicant will be responsible to pay additional fees of actual costs for any application associated with review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviews, inspectors, etc.)

### Legal Fees: City Attorney

All legal fees incurred by the City in the review, preparation and/or amendment of any legal document associated with a development application i.e. Private Street Agreement or Public Infrastructure Agreement **	Reimbursement due to City based on actual legal fees incurred by the City.
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\*\*Applicant will be responsible to pay additional fees of actual costs for any application associated with review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviews, inspectors, etc.)

### Extension of Time

Postponement requested by applicant on a posted agenda for which a public hearing was scheduled **	\$1,500 +
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\*\*Applicant will be responsible to pay additional fees of actual costs for any application associated with review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviews, inspectors, etc.)

Development Applications		
Water System Evaluation	each	\$1,500
Wastewater System Evaluation	each	\$1,500
Floodplain Permit **	Residential	\$350 +
	Non-Residential	\$500 +
CLOMR/LOMR Review **		\$4,000 +
Flood zone verification letter **		\$100 +
Drainage Analysis Review **		
Single-family residential	0-5 acres	\$1,500 +
	> 5 acres	\$2,500 + \$10/lot +
Commercial/Industrial/Multifamily	0-5 acres	\$2,000 +
	> 5 acres	\$2,500 + \$10/acre +
Minor TIA Review **		\$1,250 +
Major TIA Review **		\$2,500 +
TIA Worksheet Review **		\$300 +
TIA Scoping Meeting **		\$750 +
Any review, authorization, approval, inspection, or permit not otherwise provided for **		\$750 +

\*\*Applicant will be responsible to pay additional fees of actual costs for any application associated with review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviews, inspectors, etc.)

Variance & Waiver Applications:	
Variance to Design & Construction Manual **	\$1,200 first + \$500 each additional +
<i>Variance fee may be reduced 50% for requests that result from actions of previous owners of an affected property, i.e. private access easement.</i>	
Appeal of Administrative Decision	\$500.00

\*\*Applicant may be responsible to pay additional fees of actual costs for any application associated with review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviews, inspectors, etc.)

**Construction Plan Review**

The following fee schedule for the processing of engineering or construction plans or for the inspection of improvements for construction of a subdivision or lot or a related improvement required in conjunction with that construction are value-based fees that consider the City's actual cost to review and inspect, including its consultants. The City shall calculate its actual cost by considering (a) the fee charged by a qualified, independent third-party entity for those services; (b) the hourly rate for the estimated actual direct time of the city's employees performing those services; or (c) the actual costs assessed to the city by a third-party entity that provides those services to the city. An applicant submitting construction plans or constructing public infrastructure will be expected to sign an agreement acknowledging that the fees are a deposit and that (a) any funds in excess of the cost will be refunded to the applicant, or (b) any additional cost incurred will incur an additional deposit determined by the City and payment will be required before City review continues.

Subdivision improvement construction plan review for more than one type of infrastructure (includes the entire limits of construction) \$3,000 +  
 \*\*

Subdivision improvement construction plan review for one type of infrastructure (not to exceed the fee for more than one type of infrastructure) \*\* \$1,250 + \$5 per linear foot of each infrastructure improvement to be inspected

Subdivision improvement construction cost estimate review \*\* \$700 +

\*\*Applicant will be responsible to pay additional fees of actual costs for any application associated with review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviews, inspectors, etc.)

**Construction Inspections**

The following fee schedule for the processing of engineering or construction plans or for the inspection of improvements for construction of a subdivision or lot or a related improvement required in conjunction with that construction are value-based fees that consider the City's actual cost to review and inspect, including its consultants. The City shall calculate its actual cost by considering (a) the fee charged by a qualified, independent third-party entity for those services; (b) the hourly rate for the estimated actual direct time of the city's employees performing those services; or (c) the actual costs assessed to the city by a third-party entity that provides those services to the city. An applicant submitting construction plans or constructing public infrastructure will be expected to sign an agreement acknowledging that the fees are a deposit and that (a) any funds in excess of the cost will be refunded to the applicant, or (b) any additional cost incurred will incur an additional deposit determined by the City and payment will be required before City review continues.

Preliminary and Final Acceptance \*\* \$1,700 +  
 Walkthrough \*

Site Inspection (based on value) \*\* \$2,100 +  
*i.e. SWPPP, Density, Sewer, Water*  
 per centerline mile

3rd Party Testing or Services \*\* To be determined.  
 If fees accrued, will be back billed to the development representative.

Site Development Permit \*\* \$400 +

\*\*Applicant will be responsible to pay additional fees of actual costs for any application associated with review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviews, inspectors, etc.)

Rights of Way Fees

ROW Application fee **	\$600.00
Secondary review **	\$400.00
Inspection fee	\$125.00
Penalty fee (for damages to ROW)	To Be Determined - Charges will be billed to contractor

\*\*Applicant will be responsible to pay additional fees of actual costs for any application associated with review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviews, inspectors, etc.)

## GIS FEES

### Codes, Manuals, Maps

Unified Development Code (UDC), Cibolo Design & Construction	Electronic Transfer	\$0.00
Manual, Comprehensive/Master Plan, Parks Master Plan, Zoning Map,	24 x 36 Color Print	\$30.00
City Limits/ETJ Map, Other	11 X 17 Color Print	\$10.00

### Addressing

Residential Address Plat with 5+ Lots	\$50.00
Commercial Address Plat Fee	\$100.00
With Buildings Number Assignment	\$50.00
With Suite, Unit, or Apartment Number Per Building Type	\$50.00

## CIBOLO POLICE DEPARTMENT - MISCELLANEOUS FEES

### City Solicitor Permits

Note: All Fees Are Per Permit and Per Individual.

Background Check	\$10.00
Permit (Original) - Note: Permit is Valid for Six (6) Months From Date Issued	\$45.00
Permit (Renewal) - For an additional 6-month period if renewed w/in 60 days of original permit expiration date. If original permit expired more than 60 days, the permit will be treated as a new permit application and other fees will apply.	\$45.00
Replacement/(Lost, Stolen, Illegible) Solicitor Badge	\$10.00
Canvasser Badge (Good for 30 Days - For Material Handout - No Public Contact)	\$10.00

### Police Reports and Other Documentation

Police Report Copies (per page)	\$0.10
CD/DVD Copies	\$1.00
Accident/CRASH Reports	\$6.00
Body-worn camera video or audio recording (per recording)	\$10.00
Body-worn camera video or audio recording (per minute of recording)	\$1.00
Background Check	\$10.00
Clearance Letters	\$10.00

### Alarm and Other Permits

Residential (Home) Alarm System		
	a. Initial Permit	\$25.00
	b. Renewal for 1 Year	\$15.00
	c. Renewal for 3 Years	\$30.00
Commercial Facility		\$50.00
Financial Institution		\$100.00
Educational or Governmental Institution		No Fee
Late Fee		\$10.00
False Alarms (Per Each Alarm Activation)		
	a. 4 - 5 Within Any 12 Month Period	\$50.00
	b. 6 - 7 Within Any 12 Month Period	\$75.00
	c. 8 + Within Any 12 Month Period	\$100.00
	d. Permit Re-instatement	\$25.00
Monitoring Company Failure to Verify - Per Incident		\$100.00
	a. Appeal Fee Per Appeal	\$25.00
Use of a Non-permitted Alarm System Per Incident		\$100.00
Use of Alarm System During Alarm Permit Suspension, Per Alarm		\$200.00
Failure to Comply With or Violation of Section 26 - 70 Per Incident		\$200.00
Special Music Venue Permit (Ordinance 1371)		\$50.00

Officer Provided Off-Duty Stand-By (Security)	
Per Officer per hour. (4 hour minimum required)	\$60.00
Note: When alcohol is to be served at event:	
Less than (<) 100 guests = Security is not needed	
Greater than (>) 100 guests = Security is automatically needed	
Officer/Vehicle for Emergency Call-Out	
Per Lieutenant per hour	\$80.00
Per Sergeant per hour	\$60.00
Per Officer per hour	\$45.00
Police Vehicle per hour per Vehicle	\$18.75

## Fire Department Service Fees

### Response Fees

Interstate Highway Response	per hour or fraction thereof per incident	\$375.00
Swift Water / Flood Response	per hour or fraction thereof per incident	\$575.00
Haz-Mat Response	per hour or fraction thereof per incident	\$575.00
Use of Absorbents	per bag or fraction exceeding one bag	\$25.75
Use of Foam / Bio.	* Up to five (5) gallons	\$120.75
	per gallon over 5 gallons	\$21.50
Special Supplies and Disposable Supplies (e.g. absorbent pads, booms, disposable coveralls, gloves, brooms, and similar)		Actual Cost + 3%
Natural Gas Main/Service or LP-Gas Leak Response	per hour or fraction thereof per incident	\$275.00
Other Utility Response	per hour or fraction thereof per incident	\$150.00
Elevator Rescue Response	per incident (2nd and subsequent response per year)	\$150.00
Unwarranted and False Alarm Response	per incident (3rd and subsequent response per year)	\$100.00
Fire Watch and Fire Standby		
Personnel- Firefighter	per person per hour or fraction thereof	\$37.50
Personnel- Officer	per person per hour or fraction thereof	\$55.00
Railway Incident Response	per hour or fraction thereof per incident	\$250.00
Technical Rescue Response	per incident	\$250.00

### Special Events

Calculated as Itemized Response

### Equipment Usage Fees

Command Vehicle	per hour or fraction thereof	\$75.00
Fire Marshal Vehicle	per hour or fraction thereof	\$75.00
Quick Response Vehicle	per hour or fraction thereof	\$120.00
Class A Pumper	per hour or fraction thereof	\$275.00
Aerial Apparatus	per hour or fraction thereof	\$325.00
Tanker Apparatus	per hour or fraction thereof	\$200.00
Brush Truck	per hour or fraction thereof	\$200.00
Rescue Boat	per hour or fraction thereof	\$150.00
Rehab Unit	per hour or fraction thereof	\$100.00
Use of City Loader / Tractor	per hour or fraction thereof	\$375.00
Apparatus on Standby	per hour or fraction thereof	75% Hourly Rate

### Equipment Replacement Fees

Damaged/Contaminated Protective Clothing, Gear, Equipment, Tools, Hoses, Apparatus, and Similar Items Requiring replacement.	Actual Cost + 3 %
Broken/Damaged Equipment Tools, Apparatus, and Similar Items Capable of being repaired.	Actual Cost + 10 %

### Itemized Response

The City has the option to bill each incident as an independent event with custom assessment rates, for each incident using, itemized rates deemed usual, customary, and reasonable. These incidents will be billed, itemized per apparatus, per personnel, plus products, supplies, and equipment used.

### Residential Response

Calls for service at residential structure fires shall not be subject to any fees.

### Fire Flow Test

Report with Actual Flow Test Performed	Flowing one Hydrant	\$150.00
Flowing of Additional hydrants	Each Additional Hydrant	\$50.00
Same Day Flow Test	Additional Fee per Fire Flow Test	\$100.00
Report Pulled From Files	Current Reports -less than one year old	\$25.00

### Fireworks Display Permit (Ordinance 1367)

Singular Display	\$75.00
Multiple Display	\$200.00
Fire Prevention Inspection	\$55.00
Standby Fire Prevention Officer	\$40.00
Standby Fire Crews and Apparatus	\$431.00
Agricultural, Industrial or Wildlife Control Purposes	\$50.00

## ANIMAL SERVICES

### Pet Registration

Current Rabies Vaccination and Micro-chipped	\$0.00
Re-Registration due to a Lapse in Rabies Vaccination	\$5.00
Micro-Chip Implant	\$20.00

### Impoundment

Must be paid for each animal captured. Any animal impounded without registration or current Rabies Vaccination, owners or caretakers will be issued citations for any and all violation(s).

Altered dog or cat (1st Impoundment)	\$30.00
Altered dog or cat (2nd Impoundment)	\$55.00
Unaltered dog or cat (1st Impoundment)	\$45.00
Unaltered dog or cat (2nd Impoundment)	\$70.00
Fowl or other Small Animal	\$25.00
Zoological and/or Circus Animal	\$100.00

### Quarantine

#### Full 10-day Quarantine

Altered dog or cat	\$217.00
Unaltered dog or cat	\$231.00
Quarantine Exit Exam (per animal)	\$55.00

#### Rabies Submission Testing Fee

Altered dog or cat	\$80.00
Unaltered dog or cat	\$90.00

### Boarding

#### Per Day and Per Animal

Dog or cat per Day of Confinement	\$12.00
Fowl or other Small Animal	\$10.00
Zoological and/or Circus Animal	\$300.00
Dog or cat per day of Confinement Due to Owner Incarceration	\$10.00

### Voluntary Relinquishment of Ownership

Owner Surrenders will be taken only when the Municipal Shelter has available space, no livestock will be taken in.

Unaltered dog or cat	\$65.00
Altered dog or cat	\$50.00
Other animal (no livestock)	\$50.00
Euthanasia Request (If requested, this fee is in addition to the surrender fee.)	\$150.00

### Live Trap Rental and Fee(s)

Trap Deposit	\$40.00
Daily Rental	\$2.00
Trap Replacement	\$125.00

Adoption Fee(s)	
Feline Adoption	\$100.00
Canine Adoption	\$125.00
Other Animal Adoption	\$35.00
Dangerous Dog Permit	
	\$125.00
Excess Animal Permit	
	\$75.00

**UTILITY FEES**

**Public Works Call-Out Fee**

When assisting Emergency Response Teams	1.5 times pay X per man/hour
Street Sweeper - Normal Working Hours*	\$50.00
	<i>*Cost per Hour</i>
Street Sweeper - Outside Working Hours*	\$90.00
	<i>*Cost per Hour</i>
	<i>*1 hour minimum and billed hourly increments</i>

**Drainage Rates**

Cost per Equivalent Residential Unit (ERU)	\$7.50
--	--------

**Single Family Residential:**

Small (<2218 sq ft impervious area)	0.7 ERU	\$5.25
Average (2218 - 3716 sq ft impervious area)	1.0 ERU	\$7.50
Large (3717-8000 sq ft impervious area)	1.5 ERU	\$11.25
Rural Lot (>8000 sq ft impervious area)	2.0 ERU	\$15.00

**Commercial:**

ERU = Impervious area/2889 sq ft

	ERU	Acres	Max Sq Ft	
Tier 1	1 to 125	8.3	361,125	\$7.50 x ERU
Tier 2	125 to 350	23.2	1,011,150	\$937.50
Tier 3	350 to 550	36.5	1,588,950	\$1,900.00
Tier 5	550 to 750	49.7	2,166,750	\$3,000.00
Tier 5	750 +			\$4,000.00

**Account Fees:**

Account Set Up Fee	\$50.00
Account Transfer Fee	\$50.00
Administrative Fee	\$50.00
Late Penalty	\$10.00
Daily Hydrant Rental Fee	\$8.00
Return Check Fee	\$25.00
Disconnect List Penalty	\$25.00

**Security Deposits:**

Residential	\$120.00
Temporary Service Request (5 days or less)	\$40.00
Commercial/Industrial	Two months estimated use
Garbage Only Accounts	\$60.00
Hydrant Meters	\$900.00
Commercial Rolloff Dumpsters	\$800.00

## Water Rates

Tier Charges are per 1,000 gallons

### Residential:

1,200 gallons or less (special rate)			\$13.50
Over 1,200 gallons (base rate)			\$28.00
Tier 1	1,201 to 7,000	<i>additional</i>	\$6.19
Tier 2	7,001 to 15,000	<i>additional</i>	\$7.91
Tier 3	15,001 to 30,000	<i>additional</i>	\$9.58
Tier 4	30,001 to 50,000	<i>additional</i>	\$11.25
Tier 5	Over 50,000	<i>additional</i>	\$14.08

### Multifamily:

	First 1,000 gallons x LUE based on Meter Size (below)		
Tier 1	1,001 to 7,000	<i>additional</i>	\$6.19
Tier 2	7,001 to 15,000	<i>additional</i>	\$7.91
Tier 3	15,001 to 30,000	<i>additional</i>	\$9.58
Tier 4	30,001 to 50,000	<i>additional</i>	\$11.25
Tier 5	Over 50,000	<i>additional</i>	\$14.08

Each tier is charged per Living Unity Equivalent (LUE)

### Commercial & Hydrant meters:

	First 1,000 gallons based on Meter Size (next page)		
Tier 1	1,001 to 7,000	<i>additional</i>	\$6.19
Tier 2	7,001 to 15,000	<i>additional</i>	\$7.91
Tier 3	15,001 to 30,000	<i>additional</i>	\$9.58
Tier 4	30,001 to 50,000	<i>additional</i>	\$11.25
Tier 5	Over 50,000	<i>additional</i>	\$14.08

### Wholesale meters:

	First (1,000 gallons x LUE) based on Meter Size (next page)		
Tier 1	1,001 to 30,000	<i>additional</i>	\$6.43
Tier 2	30,001 to 60,000	<i>additional</i>	\$8.22
Tier 3	Over 60,000	<i>additional</i>	\$11.10

**Base Rate for first 1,000 gallons based on Meter Size**

Meter Size	LUE	
3/4"	1.5	\$35.65
1"	2.5	\$60.10
1.5"	7	\$163.80
2"	10	\$240.25
3"	20	\$480.50
4"	40	\$961.00
6"	64	\$1,528.80
8"	112	\$2,620.80
10"	220	\$5,241.60

*LUE = Normal Max Flow X 0.8 X \$20.00 (1.5" to 10")*

**Water Acquisition Fee – based on LUE**

Meter Size	LUE	
5/8"	1	\$9.00
3/4"	1.5	\$12.00
1"	2.5	\$18.00
1.5"	7	\$24.00
2"	10	\$36.00
3"	20	\$48.00
4"	40	\$72.00
6"	64	\$96.00
8"	112	\$120.00
10"	220	\$144.00
Fire Hydrant		\$18.00
12"		No charge – City meters

**Wastewater Rates**

Residential		
First 3,000 gallons of water used		\$21.12
3,001 + gallons of water used	<i>additional</i>	\$6.16
Commercial		
First 3,000 gallons of water used		\$26.26
3,001 + gallons of water used	<i>additional</i>	\$6.16
Multi-family*		
First 3,000 gallons of water used		\$26.26
3,001+ gallons of water used	<i>additional</i>	\$6.16

\*Base rate and tier charged per Living Unit Equivalent (LUE)

Sludge Waste Transporter Permit:	
Per Unit Annually	\$250.00
Meter Installation and Tap Fees	
Meter Installation	
5/8" Meter*	\$80.00
1" Meter*	\$80.00
2" Meter*	\$110.00
3" Meter*	\$175.00
4" Meter*	\$175.00
6" Meter and Up*	\$320.00
Hydrant Meter	\$90.00
Meter Box Replacement Fee* (+10% markup)	\$90.00
	<i>* plus meter cost</i>
Meter Reset Fee	<i>first request</i> \$30.00
	<i>additional requests</i> \$40.00
Water Taps	
Water Impact Fee (if applicable)	\$1,839.00
Short Service (main on same side of street)*	\$750.00
Long Service (main no on same side of street)*	\$1,850.00
	<i>* plus meter/supply cost</i>
Wastewater Taps	
Wastewater Impact Fee (if applicable)	\$873.00
6 feet deep or less	\$1,950.00
Each additional foot over 6 feet	\$400.00
CCMA Fee	\$1,800.00
	<i>Plus Administrative Fee</i> \$30.00
<i>* Due to fluctuation of meter and supply costs, parts will be quoted at time of permitting at our cost plus 10%</i>	

## FACILITY FEES

### Niemietz Park Large Pavilion

Resident	<i>Mon-Thurs</i>	\$125.00
	<i>Weekend rate</i>	\$150.00
Nonresident	<i>Mon-Thurs</i>	\$165.00
	<i>Weekend rate</i>	\$225.00

### Niemietz Meeting Room and Kitchen

Resident		\$200.00
Nonresident		\$275.00

### Niemietz Park Baseball Field

Deposit (refundable after final inspection)		\$150.00
Service fee for maintenance, applicable to all rentals		\$5.00
Resident	<i>per hour</i>	\$30.00
Nonresident	<i>per hour</i>	\$35.00

### Niemietz Park Football Field

Deposit (refundable after final inspection)		\$150.00
Service fee for maintenance, applicable to all rentals		\$5.00
Resident	<i>per hour</i>	\$30.00
Nonresident	<i>per hour</i>	\$35.00

### Schlather Park Pavilion

Resident	<i>Mon-Thurs</i>	\$125.00
	<i>Weekend rate</i>	\$150.00
Nonresident	<i>Mon-Thurs</i>	\$165.00
	<i>Weekend rate</i>	\$225.00

### Veterans Park Pavilion #1

Resident	<i>Mon-Thurs</i>	\$100.00
	<i>Weekend rate</i>	\$110.00
Nonresident	<i>Mon-Thurs</i>	\$140.00
	<i>Weekend rate</i>	\$150.00

### Veterans Park Pavilion #2

Resident	<i>Mon-Thurs</i>	\$75.00
	<i>Weekend rate</i>	\$100.00
Nonresident	<i>Mon-Thurs</i>	\$100.00
	<i>Weekend rate</i>	\$140.00

### Al Rich Park Baseball Field

Deposit (refundable after final inspection)		\$150.00
Service fee for maintenance, applicable to all rentals		\$5.00
Resident	<i>per hour</i>	\$30.00
Nonresident	<i>per hour</i>	\$35.00

Fire Department Training Room (occupancy: 56)			
Deposit (refundable after final inspection)		\$100.00	
Rental fee - 4 hour increment		\$25.00	
City Hall Annex Community Room (occupancy: 46)			
Deposit (refundable after final inspection)		\$100.00	
Rental fee - 4 hour increment		\$25.00	
Multi Event Center Fees			
Non-Profit Rental Fee	<i>per hour</i>	\$40.00	
Non-Profit Light Fee	<i>per hour</i>	\$40.00	
	<i>maximum</i>	\$160.00	
For-Profit Rental per day (10 hours)	<i>per day</i>	\$750.00	
For-Profit Rental each additional hour over 10	<i>per hour</i>	\$125.00	
For-Profit Rentals less than 10 hours	<i>per hour</i>	\$100.00	
For-Profit Light Fee	<i>per day</i>	\$140.00	
Refundable Cleaning Deposit		\$250.00	
Security Fee	<i>per officer/per hour</i>	\$65.00	
Right to Exhibit Private Advertising		\$125.00	
Right to Sell Concessions/Food Trucks present		\$50.00	
Marking of the Field (requires 14 days advance notice)		\$250.00	
Self-marking of the field	<i>per hour</i>	\$25.00	
YMCA field bathroom use		\$100.00	
YMCA field bathroom use (deposit)		\$250.00	
Fee for leaving gate unlocked		\$50.00	
Special Events			
Resident	Craft Booth	<i>per event, based on event and location</i>	\$40-\$60
	Food Booth	<i>per event, based on event and location</i>	\$80-\$100
Nonresident	Craft Booth	<i>per event, based on event and location</i>	\$50-\$75
	Food Booth	<i>per event, based on event and location</i>	\$100-\$125
Cibolofest wristbands		<i>per event</i>	\$10.00
<i>presale online will offer a discount of Buy 5 for the price of 4</i>			
Senior Program			
Annual membership	<i>per individual</i>	\$40.00	
	<i>per couple</i>	\$75.00	
Semi-annual membership	<i>per individual</i>	\$20.00	
Monthly membership	<i>per individual</i>	\$5.00	
Daily rate	<i>per individual</i>	\$2.00	

Community Center (occupancy: 162)		
Deposit (refundable after final inspection)		\$250.00
Additional Cleaning fees	<i>minimum per hour, per staff member</i>	\$25.00
Resident	<i>Per hour, 2 hour min (Mon-Thurs)</i>	\$50.00
	<i>per hour, 4 hour min (weekend)</i>	\$75.00
	<i>full day (7am-11pm)</i>	\$500.00
Nonresident	<i>Per hour, 2 hour min (Mon-Thurs)</i>	\$75.00
	<i>per hour, 4 hour min (weekend)</i>	\$100.00
	<i>full day (7am-11pm)</i>	\$750.00

*Military/Senior discount of 10% offered on Community Center and Park Pavilion rentals*

**City of Cibolo – Water System Capacity Requirements**

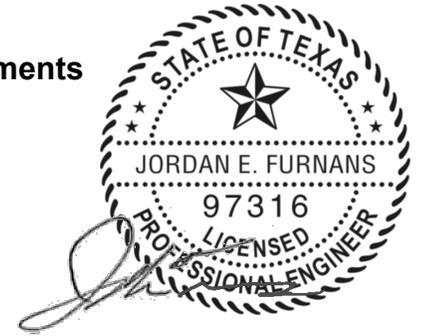
**To:** Bryan Huggins, CPM, LCC  
 Executive Director, Safety and Infrastructure  
 City of Cibolo, TX

**From:** Jordan Furnans, PhD, PE, PG

**Date:** November 4, 2025

**Project:** City of Cibolo – Water Resources Advising

**Subject:** Water System Capacity Requirements



11/4/2025  
 TBPE Firm #14368

Per your request, I have researched the legal and engineering requirements for the City of Cibolo’s (City) water system as detailed within the state water code (30 TAC §290.45). I have also reviewed the attached letter from TCEQ detailing the “Alternative Capacity Requirement (ACR)” granted to the City as of October 22, 2013. This ACR remains in effect today, as confirmed through personal communication with Justin Taack of TCEQ.

The ACR required the City of Cibolo to maintain a system delivery capacity of:

**0.42 gallons per minute per connection.**

During my November 4, 2025 call with both Gulay Aki and Justin Taack of TCEQ, I was informed that this ACR requirement means that the City of Cibolo public water supply system must be able to supply the volume of water **WHEN THIS VOLUME IS NEEDED** to meet customer demands. It does not mean that the City must be able to supply this volume of water for every minute of every day in a given year.

Justin Taack confirmed that in July 2024, TCEQ performed an evaluation of the City’s water system and determined that the City maintains more than enough capacity at each of its four pressure planes in order to meet TCEQ system requirements. The TCEQ does not have any concern about the City’s ability to satisfy its water delivery requirements.

Per information provided to me by the City, the recent annual water consumption for the City is:

Year	Volume
2022	2,243.2 Acre-feet
2023	2,405.5 Acre-feet
2024	2,438.2 Acre-feet
2025	2,446.0 Acre-feet (Projected)

These quantities below make up the City's total contracted supply (3,800 acre-feet/year), available from the following sources:

Source	Amount (Acre-feet/year)
Lake Dunlap	1,230
River Mill	190
Wells Ranch 1	700
Wells Ranch 2	1,280
Schertz Lease	400
<b>Total</b>	<b>3,800</b>

As indicated the City supply exceeds the recent historical usage by approximately 1,350-1,450 acre-feet/year. The City's usage per connection in 2024 was 0.3604 acre-feet/year/connection. At this rate, and with the 3,800 acre-feet/year supply the City has reserved, it would be possible to service 10,545 connections. At 0.42 gallons/minute/connection (your ACR), with 10,545 connections the City's system would need to be able to deliver up to 4,429 gallons per minute to comply with TCEQ. The City's current system, with its four pressure planes, can supply this amount (per TCEQ's 2024 inspection as detailed to me verbally by Justin Taack).

At this time, I do consider the City to be **in compliance** with TCEQ requirements regarding its water supply and system capacity. I do not foresee the City needing additional water supply in the near future. I also do not recommend attempting to obtain a lower ACR from TCEQ. TCEQ has changed its policies regarding ACR calculations, and they will not currently accept the calculation methodology used advantageously by the City in 2013. I recommend diligent conservation efforts in summer months in order to lower peak usage volumes. I also recommend meter readings at identical times each day, or at least that staff note the time of each meter reading on any given day. Such actions will make future data interpretation for ACR calculations simpler and more straightforward.

Sincerely,



Jordan Furnans, PhD, PE, PG  
Regional Director  
LRE Water – A Spheros Environmental Company



City Council Regular Meeting Staff Report

A. Discussion/Action to approve the Schlather Ranch Residential Subdivision Land Study. (Mr. Vasquez)

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Discussion/Action Item: 12A.
From	
Rick Vasquez, Director of Economic Development and Planning	

**PRIOR CITY COUNCIL ACTION:**

The City Council approved a preliminary plat for the Schlather Ranch Subdivision on 6/10/2025.

**BACKGROUND:**

**Private Streets**

The 2024 Unified Development Code (UDC), Article 18, establishes procedures for the creation of subdivisions that include a private street network. The intent of Article 18 is to allow private streets on a limited basis, maintain the City of Cibolo’s competitiveness in the residential development market, and provide a broader range of residential development options to meet the needs of the City’s residents, consistent with the UDC.

The location of each private street development must be approved by City Council.

The City Council must conduct a public hearing prior to authorizing a private street development. The Planning and Zoning Commission conducted a public hearing regarding the Land Study on 1/14/2026, The Planning and Zoning Commission recommended approval of the Schlather Ranch Land Study.

The Unified Development Code (UDC) does not provide clear direction regarding a mechanism for City Council authorization of a private street network. Accordingly, staff prepared a resolution, which has been reviewed and approved as to form by the City Attorney, for City Council consideration and approval.

**Land Study**

City Council approval of a Land Study is also required for a private street development. While land studies are typically associated with master-planned or multi-phased developments, the Unified Development Code (UDC) specifically requires submission and approval of a land study when a private street network is proposed.

**STAFF RECOMMENDATION:**

The Planning and Zoning Commission recommended approval of the Land Study.

**FINANCIAL IMPACT:**

N/A

**MOTION(S):**

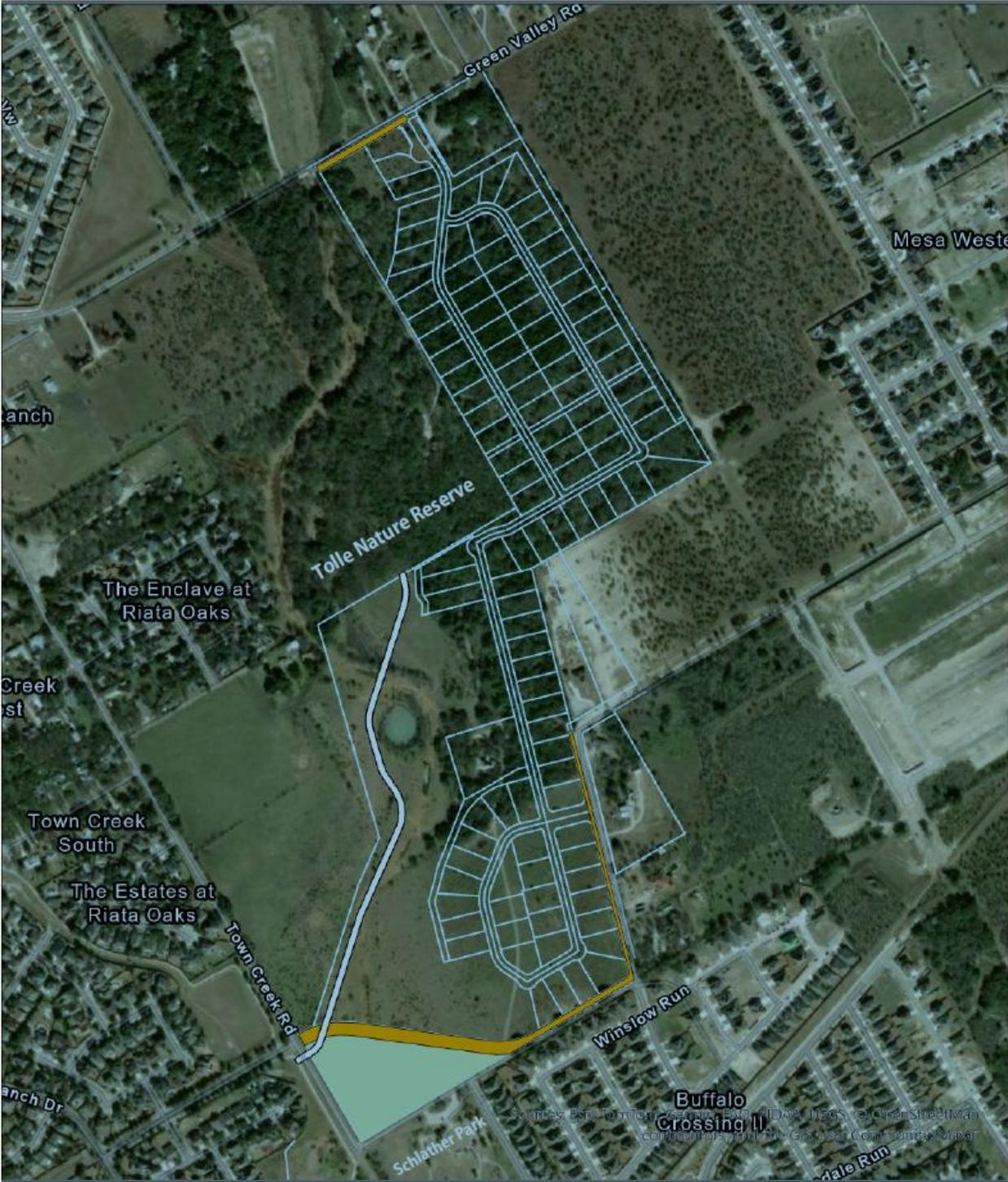
Motion to approve.

**Attachments**

[Schlather Ranch Map.pdf](#)

[Schlather Ranch Subdivision - Land Study.pdf](#)

[Schlather Ranch Land Study Single Sheet.pdf](#)



LAND STUDY

SCHLATHER RANCH SUBDIVISION

A 117.626 ACRE (5,123,781.94 SQUARE FEET) TRACT OF LAND, SITUATED IN THE TRINIDAD GARIA SURVEY NUMBER 94, ABSTRACT NUMBER 137, GUADALUPE COUNTY, TEXAS, BEING A PORTION OF AN 80 ACRE TRACT, DESIGNATED AS 'TRACT 1', AND BEING ALL OF A 70 ACRE TRACT, DESIGNATED AS 'TRACT 1', BOTH AS CONVEYED TO SCHLATHER PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY, BY SPECIAL WARRANTY DEED AS RECORDED IN VOLUME 3005, PAGES 73-79, OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS,

107 SINGLE FAMILY RESIDENTIAL LOTS IN 4 BLOCKS. 4 VARIABLE WIDTH OPEN SPACE/DRAINAGE EASEMENT LOTS. 3 DRAINAGE EASEMENT LOTS. 2 VARIABLE WIDTH OPEN SPACE/DRAINAGE/SEWER/ACCESS EASEMENT LOT. 1 VARIABLE WIDTH GREENBELT LOT, VARIABLE WIDTH OPEN SPACE/SEWER/DRAINAGE EASEMENTS AND PEDESTRIAN EASEMENTS. 1 VARIABLE WIDTH OPEN SPACE/DRAINAGE/SEWER EASEMENT LOT. 1 OPEN SPACE LOT. 1 VARIABLE WIDTH DETENTION POND/OPEN SPACE/DRAINAGE/SEWER & ACCESS EASEMENT LOT. 1 VARIABLE WIDTH DETENTION POND/OPEN SPACE/DRAINAGE EASEMENT LOT.

DEVELOPER: KF SCHLATHER LP SHAD SCHMID GEN. PARTNER 2722 W. BITTERS ROAD, SUITE 106 SAN ANTONIO, TX 78248 PH NO. (210) 882-6800



BPBELS ENGINEERING: F-5297, SURVEYING: NO. 10131500 5723 UNIVERSITY HEIGHTS BLVD, SUITE 103 TEL: (210) 698-5051 SAN ANTONIO, TEXAS 78249 FAX: (210) 698-5085

DATE OF PREPARATION: December 11, 2025

STATE OF TEXAS § COUNTY OF GUADALUPE § THE OWNER OF THE LAND SHOWN ON THIS PLAT IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: KF SCHLATHER LP SHAD SCHMID GEN. PARTNER 2722 W. BITTERS ROAD, SUITE 106 SAN ANTONIO, TX 78248 PH NO. (210) 882-6800

STATE OF TEXAS § COUNTY OF GUADALUPE § BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_. NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THIS PLAT OF \_\_\_\_\_ SCHLATHER RANCH SUBDIVISION \_\_\_\_\_ SUBMITTED AND APPROVED BY GUADALUPE VALLEY ELECTRIC COOPERATIVE INC., FOR EASEMENTS AGENT FOR GUADALUPE VALLEY ELECTRIC COOPERATIVE INC. ##

THIS PROPOSED DEVELOPMENT HAS BEEN REVIEWED AND APPROVED BY THE CIBOLO CREEK MUNICIPAL AUTHORITY (CCMA) FOR WASTEWATER TREATMENT PLANT CAPACITY AND EASEMENTS. ALL FEES DUE FOR IMPACT TO THE SYSTEM AT THE TIME OF CONNECTION WILL BE CALCULATED AT SUBMITTAL OF BUILDING PERMIT APPLICATION

AGENT FOR CIBOLO CREEK MUNICIPAL AUTHORITY APPROVED ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_. BY THE CITY ENGINEER, CITY OF CIBOLO, TEXAS.

CITY ENGINEER, CITY OF CIBOLO

THIS PLAT OF \_\_\_\_\_ SCHLATHER RANCH SUBDIVISION \_\_\_\_\_ HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF CIBOLO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_. BY: \_\_\_\_\_ CHAIR BY: \_\_\_\_\_ VICE CHAIR

THIS PLAT OF \_\_\_\_\_ SCHLATHER RANCH SUBDIVISION \_\_\_\_\_ HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF CIBOLO, TEXAS, AND IS HEREBY APPROVED BY SUCH CITY COUNCIL.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_. BY: \_\_\_\_\_ MAYOR BY: \_\_\_\_\_ CITY SECRETARY



LEGEND table with symbols for contours, setbacks, easements, etc.

- KEYNOTES list: A 20' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT; B 35' BUILDING SETBACK LINE; C 20' BUILDING SETBACK LINE; D 30' RIGHT OF WAY DEDICATION TO THE PUBLIC (0.388 ACRES); E LOT 900, BLOCK 1 VARIABLE WIDTH OPEN SPACE/DRAINAGE EASEMENT (2.410 ACRES); F LOT 900, BLOCK 2 VARIABLE WIDTH OPEN SPACE/DRAINAGE EASEMENT (3.247 ACRES); G LOT 900, BLOCK 3 25' DRAINAGE EASEMENT (0.230 ACRES); H LOT 901, BLOCK 1 25' DRAINAGE EASEMENT (0.115 ACRES); I 19.25' RIGHT OF WAY DEDICATION TO THE PUBLIC (0.170 ACRES); J LOT 902, BLOCK 2 25' DRAINAGE EASEMENT (0.114 ACRES); K LOT 903, BLOCK 2 VARIABLE WIDTH OPEN SPACE/DRAINAGE EASEMENT (0.224 ACRES); L LOT 904, BLOCK 2 VARIABLE WIDTH OPEN SPACE/DRAINAGE EASEMENT (0.164 ACRES); M LOT 905, BLOCK 2 VARIABLE WIDTH OPEN SPACE/ DRAINAGE/SEWER EASEMENT (25.394 ACRES); N 15' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT; O 19.25' RIGHT OF WAY DEDICATION TO THE PUBLIC (0.334 ACRES); P LOT 908, BLOCK 2 VARIABLE WIDTH OPEN SPACE/ DRAINAGE/SEWER EASEMENT (0.662 ACRES); Q LOT 901, BLOCK 2 VARIABLE WIDTH OPEN SPACE/ SEWER/DRAINAGE EASEMENTS (0.013 AC.); R LOT 910, BLOCK 2 VARIABLE WIDTH OPEN SPACE/ DRAINAGE/SEWER EASEMENT (6.010 ACRES); S VARIABLE WIDTH R.O.W. DEDICATION TO THE PUBLIC (2.212 ACRES); T 1' VEHICULAR NON-ACCESS ESM.T.

STATE OF TEXAS § COUNTY OF GUADALUPE § I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

STEPHANIE L. JAMES, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5950 MOY TARIN RAMIREZ ENGINEERS, LLC 5723 UNIVERSITY HEIGHTS BLVD, SUITE 103 SAN ANTONIO, TEXAS 78249 PH NO. (210) 698-5051

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_. NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS § COUNTY OF GUADALUPE § I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN IN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE CITY COUNCIL OF THE CITY OF CIBOLO.

PAUL LANDA, JR., P.E. LICENSED PROFESSIONAL ENGINEER NO. 100182 MOY TARIN RAMIREZ ENGINEERS, LLC 5723 UNIVERSITY HEIGHTS BLVD, SUITE 103 SAN ANTONIO, TEXAS 78249 PHONE: (210) 698-5051

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_. NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

- GENERAL NOTES: 1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CIBOLO AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS. 2. PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES. 3. THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF CIBOLO IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT. 4. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEERS. 5. ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF CIBOLO MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD. 6. ROUTINE MAINTENANCE OF WEEDS AND GRASS IN ALL EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER, HOA, OR PROPERTY OWNER ASSOCIATION ON WHICH THE EASEMENTS IS LOCATED ACCORDANCE WITH THE CITY OF CIBOLO CODE OR ORDINANCES PROVISIONS FOR HIGH WEEDS AND GRASS.

- UTILITY PROVIDERS: WATER - CITY OF CIBOLO SEWER - CITY OF CIBOLO ELECTRIC - GUADALUPE VALLEY ELECTRIC COOPERATIVE

- KEYNOTES: A 55' BUILDING SETBACK LINE; B 25' BUILDING SETBACK LINE; 1 15' UTILITY EASEMENT (VOL. 8, PG. 131, O.P.R.G.C.T.); 2 10' SIDE BUILDING SETBACK LINE (VOL. 8, PG. 131, O.P.R.G.C.T.); 3 25' REAR BUILDING SETBACK LINE (VOL. 8, PG. 131, O.P.R.G.C.T.); 4 35' FRONT BUILDING SETBACK LINE (VOL. 8, PG. 131, O.P.R.G.C.T.); 5 10' UTILITY EASEMENT (VOL. 5, PG. 90, O.P.R.G.C.T.); 6 25' REAR BUILDING SETBACK LINE (VOL. 5, PG. 90, O.P.R.G.C.T.); 7 14' UTILITY EASEMENT (VOL. 9, PGS. 269-270, O.P.R.G.C.T.); 8 LOT 901, BLOCK G 15' ~ ACCESS EASEMENT & UTILITY EASEMENT (GAS, ELECT. CATV & TEL) (VOL. 9, PGS. 269-270, O.P.R.G.C.T.); 9 7.5' UTILITY EASEMENT (VOL. 9, PGS. 269-270, O.P.R.G.C.T.); 10 LOT 902, BLOCK G 12' ~ GREENBELT & SANITARY SEWER EASEMENT (VOL. 9, PGS. 269-270, O.P.R.G.C.T.); 11 LOT 35, BLOCK J 15' ~ OPEN SPACE TO BE DEDICATED TO THE HOA (VOL. 8, PGS. 49-50, O.P.R.G.C.T.); 12 10' UTILITY EASEMENT (VOL. 8, PGS. 49-50, O.P.R.G.C.T.); 13 20' BUILDING SET BACK LINE (VOL. 8, PGS. 49-50, O.P.R.G.C.T.); 14 20' UTILITY EASEMENT (VOL. 2316, PG. 117, O.P.R.G.C.T.); 15 25' TEMPORARY CONSTRUCTION EASEMENT (VOL. 2316, PG. 117, O.P.R.G.C.T.)

- NOTES: 1. ACCORDING TO FIRM MAP NO. 48187C230F, EFFECTIVE DATE NOVEMBER 2, 2007, ALL RESIDENTIAL LOTS WITHIN THE SUBJECT PROJECT SHOWN HEREON APPEARS TO LIE OUTSIDE ZONE "AE" (AREAS OUTSIDE THE 1.0% ANNUAL CHANCE FLOODPLAIN). 2. ELEVATIONS ARE BASES U.S.G.S. DATUM 3. THE PROPERTY SHOWN HEREON LIES WITHIN THE CITY OF CIBOLO 4. GVEC TO HAVE 5' WIDE ELECTRIC EASEMENT ON ALL ROAD CROSSING IN WHICH ELECTRIC OR COMMUNICATION LINES ARE LOCATED. 5. ALL UTILITIES EASEMENTS ARE FOR THE CONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND UTILITIES. 6. THIS PROPERTY IS ZONED SF-2 7. ANY EASEMENT DESIGNATED AS A GVEC 20'X20' UTILITY EASEMENT SHALL REMAIN OPEN FOR ACCESS ARE ALL TIMES AND SHALL NOT BE WITHIN A FENCED AREAS. 8. THE PROPERTY SHOWN HEREON IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE. 9. THE PROPERTY SHOWN HEREON IS LOCATED INSIDE THE SCHERTZ-CIBOLO-UNIVERSAL CITY SCHOOL DISTRICT. 10. ALL 8.497 LINEAR FEET OF PROPOSED STREETS WILL BE PRIVATE AND MAINTAINED BY THE HOA.

- SURVEYOR'S NOTES: 1. PROPERTY CORNERS ARE MONUMENTED WITH 1/2" IRON RODS WITH AN ORANGE PLASTIC CAP STAMPED "MTR ENG" UNLESS OTHERWISE NOTED. 2. BASIS OF BEARINGS AND COORDINATES CITED WERE ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.

STATE OF TEXAS § COUNTY OF GUADALUPE §

THE OWNER OF THE LAND SHOWN ON THIS PLAT IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: JULIE CHRISTINE SCHLATHER IRREVOCABLE TRUST JULIE SCHLATHER 131 LAUREL GRACE NEW BRAUNFELS, TX 78130

STATE OF TEXAS § COUNTY OF GUADALUPE §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_. NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

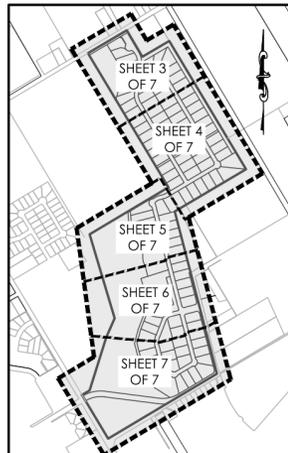
GVEC PLAT NOTES AND EASEMENT REQUIREMENTS

UNDERGROUND SUBDIVISION PLAT NOTES

DEVELOPER/PROJECT ENGINEER TO INCLUDE THE FOLLOWING NOTES WITH NO EXCLUSIONS:

- TYPICAL FOR METER LOCATIONS (TYPICAL FOR PLAT CAN BE OBTAINED BY EMAILING PLATS@GVEC.ORG). WHERE UNDERGROUND SERVICES ARE UTILIZED GVEC WILL POSSESS A 5-FOOT-WIDE EASEMENT TO THE SERVICE METER LOCATION. EASEMENT TO FOLLOW SERVICE LINE AND WILL VARY DEPENDING ON LOCATION OF BUILDING OR STRUCTURE. GVEC SHALL HAVE ACCESS TO METER LOCATIONS FROM THE FRONT YARD WITH THE LOCATION NOT BEING WITHIN A FENCED AREA. ANY EASEMENT DESIGNATED AS A GVEC 20' X 20' UTILITY EASEMENT SHALL REMAIN OPEN FOR ACCESS AT ALL TIMES AND SHALL NOT BE WITHIN A FENCED AREA. ALL UTILITY EASEMENTS ARE FOR THE CONSTRUCTION, UPGRADE, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND UTILITIES AND SHALL REMAIN AT FINAL GRADE. ALL LOTS ADJOINING UTILITY LOT OR PRIVATE, CITY, COUNTY, OR STATE RIGHT OF WAY ARE SUBJECT TO A 5X 30' GUY WIRE EASEMENT ALONG SIDE AND REAR LOT LINES. ALL ELECTRIC EASEMENTS, FOR BOTH PRIMARY AND SECONDARY ELECTRIC SERVICE, INCLUDE RIGHTS OF INGRESS AND EGRESS ACROSS THE SUBDIVISION FOR THE PURPOSE OF INSTALLING, SERVICING, UPGRADE, AND MAINTAINING THE ELECTRICAL FACILITIES AND SHALL REMAIN AT FINAL GRADE. ANY REQUEST TO SUBSEQUENTLY RELOCATE ANY PORTION OF THE ELECTRIC FACILITIES INSTALLED SHALL BE SUBJECT TO THE COOPERATIVE'S REASONABLE DISCRETION AND THE REQUESTING PARTY SHALL BEAR ALL COSTS ASSOCIATED WITH SUCH RELOCATION. THE COOPERATIVE SHALL ONLY BE REQUIRED TO FILL, GRADE, AND RESTORE GROUND COVER BACK TO ORIGINAL GRADE AS A RESULT OF ANY EXCAVATION BY OR ON BEHALF OF THE COOPERATIVE. THIS SUBDIVISION PLAT OF \_\_\_\_\_ SCHLATHER RANCH SUBDIVISION \_\_\_\_\_ HAS BEEN SUBMITTED TO AND APPROVED BY GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC. FOR EASEMENTS.

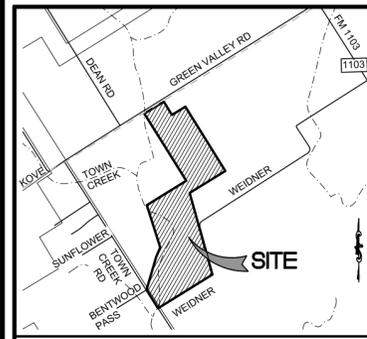
AGENT FOR GUADALUPE VALLEY ELECTRIC COOP., INC.



INDEX MAP NOT TO SCALE

NOTE: SEE SHEET 2 OF 7 FOR CURVE AND LINE TABLE

NOTE: PLAT NOTES APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT.



LOCATION MAP NOT TO SCALE

**LEGEND**

- 856 --- EXISTING CONTOURS
- AC. ACRES
- B.S.L. BUILDING SETBACK LINE
- CL CENTER LINE
- DOC. DOCUMENT
- E.G.T.C.A. ELECTRIC, GAS, TELEPHONE & CABLE TV
- ESMT. EASEMENT
- NO. NUMBER
- N.T.S. NOT TO SCALE
- O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS GUADALUPE COUNTY, TEXAS
- R.O.W. RIGHT OF WAY
- VOL. VOLUME
- PG. PAGE
- PGS. PAGES
- MIN. F.F. MINIMUM FINISHED FLOOR ELEVATION
- 1% A.C. ZONE AE EFFECTIVE FEMA FLOODPLAIN PER FLOOD INSURANCE RATE MAP NO. 48187C230F EFFECTIVE DATE NOVEMBER 2, 2007.
- 1% A.C. ZONE AE EFFECTIVE FEMA FLOODWAY PER FLOOD INSURANCE RATE MAP NO. 48187C230F EFFECTIVE DATE NOVEMBER 2, 2007.
- 1% A.C. ZONE AE PROPOSED FLOODPLAIN PER LETTER OF MAP REVISION CASE NO. \_\_\_\_\_

**PRIVATE STREETS**

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. THAT \_\_\_\_\_, ('OWNER'), ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS \_\_\_\_\_, AN ADDITION TO THE CITY OF CIBOLO, TEXAS (THE 'CITY'), AND DOES HEREBY DEDICATE TO THE CITY: (I) EASEMENTS FOR THE PURPOSES SHOWN ON THIS PLAT AND FOR THE MUTUAL BENEFIT, USE, AND ACCOMMODATION OF ALL PUBLIC UTILITY ENTITIES INCLUDING THE CITY PROVIDING SERVICES TO THE ADDITION CREATED HEREBY AND DESIRING TO USE OR USING THE SAME, AND ALSO AN EASEMENT AND RIGHT-OF-WAY, UNDER, ACROSS, AND UPON BLOCK \_\_\_\_\_, LOT \_\_\_\_\_ SHOWN HEREON FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OPERATION, INSPECTION, REMOVAL, AND RECONSTRUCTION OF THE FACILITIES, EQUIPMENT, AND SYSTEMS OF SUCH PUBLIC UTILITY ENTITIES; AND (II) FOR THE USE, BENEFIT, AND ACCOMMODATION OF THE CITY, AN EASEMENT AND RIGHT-OF-WAY, UNDER, ACROSS, AND UPON BLOCK \_\_\_\_\_, LOT \_\_\_\_\_ SHOWN HEREON FOR ANY PURPOSE RELATED TO THE EXERCISE OF A GOVERNMENTAL SERVICE OR FUNCTION INCLUDING, BUT NOT LIMITED TO, FIRE AND POLICE PROTECTION, GARBAGE COLLECTION, INSPECTION AND CODE ENFORCEMENT, AND THE REMOVAL OF ANY VEHICLE OR OBSTACLE THAT IMPAIRS EMERGENCY ACCESS. BLOCK \_\_\_\_\_, LOT \_\_\_\_\_ AND ALL STREETS SHOWN HEREON ARE PRIVATE STREETS AND ARE NOT DEDICATED FOR USE AS PUBLIC STREETS, OR RIGHTS-OF-WAY AND THE PUBLIC SHALL HAVE NO RIGHT TO USE ANY PORTION OF SUCH PRIVATE STREETS. OWNER ACKNOWLEDGES THAT SO LONG AS THE STREETS AND RELATED IMPROVEMENTS CONSTRUCTED ON BLOCK \_\_\_\_\_, LOT \_\_\_\_\_ SHOWN HEREON SHALL REMAIN PRIVATE, CERTAIN CITY SERVICES SHALL NOT BE PROVIDED ON SAID PRIVATE STREETS INCLUDING, BUT NOT LIMITED TO, STREET CLEANING, ROUTINE POLICE PATROLS, ENFORCEMENT OF TRAFFIC AND PARKING ORDINANCES, AND PREPARATION OF ACCIDENT REPORTS. EXCEPT FOR PRIVATE STREETS AND RELATED IMPROVEMENTS, NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OR ACROSS THE EASEMENTS DEDICATED HEREIN. THE CITY AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER PROHIBITED IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THEIR RESPECTIVE EASEMENTS. IN ADDITION, THE CITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ANY VEHICLE OR OBSTACLE THAT IMPAIRS EMERGENCY ACCESS TO ITS EASEMENT. THE CITY AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO AND FROM THEIR RESPECTIVE EASEMENTS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE. THE USE, BY THE CITY AND PUBLIC UTILITY ENTITIES, OF THEIR RESPECTIVE EASEMENTS SHALL NOT UNREASONABLY INTERFERE WITH THE RIGHTS OF PROPERTY OWNERS AND THE HOMEOWNERS ASSOCIATION (THE 'ASSOCIATION') IN AND TO BLOCK \_\_\_\_\_, LOT \_\_\_\_\_ SHOWN HEREON AS SET FORTH IN THE 'DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR THE \_\_\_\_\_', DATED \_\_\_\_\_, RECORDED IN GUADALUPE COUNTY RECORDER VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_ OF THE OFFICIAL LAND RECORDS OF GUADALUPE COUNTY, TEXAS (THE 'DECLARATION').

2. THAT THE ASSOCIATION AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ANY GOVERNMENTAL ENTITY OR PUBLIC UTILITY ENTITY THAT OWNS PUBLIC IMPROVEMENTS WITHIN THE ADDITION CREATED BY THIS PLAT (COLLECTIVELY, THE 'INDEMNITIES') FROM AND AGAINST ANY CLAIMS FOR DAMAGES TO THE PRIVATE STREETS, RESTRICTED ACCESS GATES AND ENTRANCES, AND RELATED APPURTENANCES (COLLECTIVELY, THE 'PRIVATE STREETS') CAUSED BY THE REASONABLE USE OF THE PRIVATE STREETS BY THE INDEMNITIES. THIS PARAGRAPH 2 DOES NOT APPLY TO DAMAGES TO THE PRIVATE STREETS CAUSED BY THE DESIGN, CONSTRUCTION, OR MAINTENANCE, OR ANY PUBLIC IMPROVEMENTS OWNED BY ANY OF THE INDEMNITIES.

3. THAT THE ASSOCIATION AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNITIES FROM AND AGAINST ANY CLAIMS FOR DAMAGES TO PROPERTY AND INJURY TO PERSONS (INCLUDING DEATH) THAT ARISE OUT OF THE USE OF THE PRIVATE STREETS BY THE INDEMNITIES AND THAT ARE CAUSED BY THE FAILURE OF THE ASSOCIATION TO DESIGN, CONSTRUCT, OR MAINTAIN THE PRIVATE STREETS IN ACCORDANCE WITH CITY STANDARDS. THE INDEMNIFICATION CONTAINED IN THIS PARAGRAPH 3 SHALL APPLY REGARDLESS OF WHETHER A CONTRIBUTING FACTOR TO SUCH DAMAGES OR INJURY WAS THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNITIES OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, OR AGENTS.

4. THAT THE OWNER OF EACH LOT SHOWN ON THIS PLAT AGREES TO RELEASE THE INDEMNITIES FROM CLAIMS FOR DAMAGES TO PROPERTY AND INJURY TO PERSONS (INCLUDING DEATH) THAT ARISE OUT OF THE USE OF THE PRIVATE STREETS BY THE INDEMNITIES AND THAT ARE CAUSED BY THE FAILURE OF THE ASSOCIATION TO DESIGN, CONSTRUCT, OR MAINTAIN THE PRIVATE STREETS IN ACCORDANCE WITH CITY STANDARDS.

5. THAT THE OBLIGATIONS OF THE ASSOCIATION AND LOT OWNERS SET FORTH IN PARAGRAPHS 2, 3, AND 4 ABOVE SHALL IMMEDIATELY AND AUTOMATICALLY TERMINATE WHEN THE STREETS AND OTHER RIGHTS-OF-WAY HAVE BEEN DEDICATED TO AND ACCEPTED BY THE CITY.

6. THAT NO IMPROVEMENTS SHALL BE CONSTRUCTED OR INSTALLED IN THE \_\_\_\_\_ WALL AND WALL MAINTENANCE EASEMENT ON BLOCK \_\_\_\_\_, LOT \_\_\_\_\_ EXCEPT FOR FENCING, LANDSCAPING, UNDERGROUND DRAINAGE PIPES, AND UNDERGROUND SPRINKLER SYSTEM.

7. THAT IF BLOCK \_\_\_\_\_, LOT \_\_\_\_\_ IN THE FUTURE BECOMES A PUBLIC STREET AS PROVIDED IN THE DECLARATION, OWNER DEDICATES TO THE CITY A SIDEWALK EASEMENT ON THE PORTIONS OF BLOCK \_\_\_\_\_, LOT \_\_\_\_\_ ON WHICH A SIDEWALK IS INSTALLED CONNECTING THE SIDEWALK ON BLOCK \_\_\_\_\_, LOT \_\_\_\_\_ INTO PUBLIC SIDEWALKS ON \_\_\_\_\_ TOGETHER WITH (A) THE AREA LYING BETWEEN SUCH SIDEWALKS AND THE LOT LINE OF BLOCK \_\_\_\_\_, LOT \_\_\_\_\_, AND (B) THE AREA LYING WITHIN TWO FEET OF THE OTHER SIDE OF THE SIDEWALKS.

CURVE TABLE						
CURVE	RADIUS	DELTA	TANGENT	LENGTH	CHORD	CHORD BEARING
C1	250.00'	35°58'25"	81.17'	156.96'	154.40'	S12°25'19"E
C2	10.00'	92°56'35"	10.53'	16.22'	14.50'	S40°54'24"E
C3	100.00'	33°16'51"	29.89'	58.09'	57.27'	N75°58'52"E
C4	125.00'	89°44'31"	124.44'	195.79'	176.38'	S75°47'18"E
C5	26.00'	36°37'04"	8.60'	16.62'	16.34'	S49°13'34"E
C6	50.00'	163°26'13"	343.51'	142.63'	98.96'	S14°11'00"W
C7	26.00'	36°37'04"	8.60'	16.62'	16.34'	S77°35'34"W
C8	175.00'	14°48'12"	22.73'	45.21'	45.09'	S66°41'08"W
C9	175.00'	14°48'12"	22.73'	45.21'	45.09'	S66°41'08"W
C10	26.00'	73°48'22"	19.52'	33.49'	31.22'	S22°22'51"W
C11	25.00'	90°02'51"	25.02'	39.29'	35.37'	S59°32'46"E
C12	25.00'	89°57'09"	24.98'	39.25'	35.34'	S30°27'14"W
C13	26.00'	33°59'51"	7.95'	15.43'	15.20'	N31°31'16"W
C14	50.00'	141°37'28"	143.68'	123.59'	94.44'	N22°17'33"E
C15	26.00'	33°59'51"	7.95'	15.43'	15.20'	N76°06'22"E
C16	26.00'	33°00'49"	7.70'	14.98'	14.77'	N42°36'01"E
C17	50.00'	129°54'21"	107.00'	113.36'	90.60'	S88°57'12"E
C18	26.00'	33°00'49"	7.70'	14.98'	14.77'	N40°30'26"W
C19	150.00'	42°29'31"	58.32'	111.24'	108.71'	N35°46'05"W
C20	225.00'	35°45'39"	72.59'	140.43'	138.16'	S03°21'29"W
C21	150.00'	54°11'30"	76.75'	141.87'	136.64'	S48°20'04"W
C22	10.00'	89°57'09"	9.99'	15.70'	14.14'	N30°27'14"E
C23	26.00'	47°51'06"	11.54'	21.71'	21.09'	N38°26'53"W
C24	50.00'	144°10'28"	154.68'	125.82'	95.15'	N09°42'48"E
C25	26.00'	22°30'59"	5.18'	10.22'	10.15'	N70°32'32"E
C26	225.00'	14°48'12"	29.23'	58.13'	57.97'	N66°41'08"E
C27	125.00'	14°48'12"	16.24'	32.30'	32.21'	N66°41'08"E
C28	10.00'	90°12'04"	10.04'	15.74'	14.17'	N14°11'00"E
C29	225.00'	36°28'55"	74.15'	143.26'	140.86'	N12°40'34"W
C30	200.00'	50°18'40"	93.92'	175.62'	170.03'	N19°35'27"W
C31	25.00'	66°19'11"	16.33'	28.94'	27.35'	S77°54'24"E
C32	50.00'	136°36'11"	125.65'	119.21'	92.91'	S42°45'53"E
C33	25.00'	55°56'40"	13.28'	24.41'	23.45'	S02°26'08"E
C34	150.00'	34°34'09"	46.68'	90.50'	89.14'	N76°37'31"E
C35	75.00'	89°44'31"	74.66'	117.47'	105.83'	S75°47'18"E
C36	26.00'	90°12'04"	26.09'	40.93'	36.83'	S14°11'00"W
C37	10.00'	89°47'56"	9.96'	15.67'	14.12'	N75°49'00"W
C38	175.00'	36°28'55"	57.68'	111.43'	109.56'	N12°40'35"W
C39	10.00'	88°20'42"	9.72'	15.42'	13.94'	N49°44'14"E
C40	10.00'	90°02'51"	10.01'	15.72'	14.15'	N59°32'46"W
C41	26.00'	73°37'46"	19.46'	33.41'	31.16'	N22°17'33"E
C42	26.00'	63°52'43"	16.21'	28.99'	27.51'	S88°57'12"E
C43	100.00'	42°29'31"	38.88'	74.16'	72.47'	S35°46'05"E
C44	175.00'	35°45'39"	56.46'	109.22'	107.46'	S03°21'29"W
C45	100.00'	54°11'30"	51.16'	94.58'	91.10'	S48°20'04"W
C46	215.00'	32°03'55"	61.78'	120.32'	118.76'	S01°30'38"W
C47	385.00'	34°07'31"	118.17'	229.31'	225.93'	S00°28'49"W
C48	185.00'	18°34'21"	30.25'	59.97'	59.71'	S25°52'07"E
C49	195.00'	58°51'02"	109.99'	200.29'	191.60'	S05°43'47"E
C50	85.00'	6°20'22"	4.71'	9.40'	9.40'	S20°31'33"W
C51	115.00'	41°50'09"	43.96'	83.97'	82.12'	S38°16'27"W
C52	85.00'	41°50'09"	32.49'	62.06'	60.70'	N38°16'27"E
C53	115.00'	6°20'22"	6.37'	12.72'	12.72'	N20°31'33"E
C54	165.00'	58°51'02"	93.07'	169.48'	162.13'	N05°43'47"W
C55	215.00'	18°34'21"	35.15'	69.69'	69.39'	N25°52'07"W
C56	415.00'	34°07'31"	127.38'	247.17'	243.54'	N00°28'49"E
C57	185.00'	32°03'55"	53.16'	103.53'	102.19'	N01°30'38"E
C58	435.00'	38°52'56"	153.54'	295.20'	289.57'	S78°00'41"W
C59	365.00'	38°09'34"	126.25'	243.09'	238.62'	N78°11'13"E
C60	435.00'	13°02'58"	49.75'	99.07'	98.86'	N89°15'29"W
C61	365.00'	39°02'14"	129.39'	248.68'	243.90'	S77°58'10"W

NOTE:  
SEE THIS SHEET FOR  
CURVE AND LINE TABLE

NOTE:  
PLAT NOTES APPLY TO EVERY PAGE  
OF THIS MULTIPLE PAGE PLAT.

**LAND STUDY**  
**SCHLATHER RANCH SUBDIVISION**

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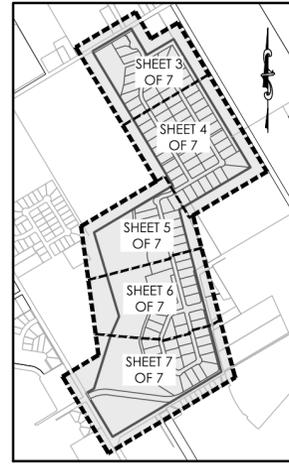
**Moy Tarin Ramirez Engineers, LLC**

TBPELS ENGINEERING: F-5297, SURVEYING: NO. 10131500  
5723 UNIVERSITY HEIGHTS BLVD, SUITE 103 TEL: (210) 698-5051  
SAN ANTONIO, TEXAS 78249 FAX: (210) 698-5085

DATE OF PREPARATION: December 11, 2025

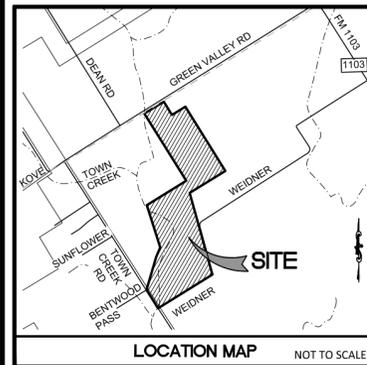
LINE TABLE		
LINE	LENGTH	BEARING
L1	110.21'	N59°11'31"E
L2	115.96'	N59°28'37"E
L3	100.00'	N30°24'32"W
L4	14.16'	S14°32'03"W
L5	263.82'	S30°24'32"E
L6	87.28'	S05°33'53"W
L7	66.41'	N59°20'27"E
L8	52.38'	S74°05'14"W
L9	13.05'	S59°17'02"W
L10	145.75'	N75°25'49"E
L11	28.27'	N30°27'14"E
L12	19.25'	N75°28'20"E
L13	126.00'	S14°31'20"E
L14	19.25'	S75°28'20"W
L15	28.30'	N59°32'46"W
L16	145.75'	S75°25'49"W
L17	196.24'	N59°06'26"E
L18	72.27'	N57°00'51"W
L19	226.13'	N14°31'20"W
L20	101.53'	N75°25'49"E
L21	27.82'	N59°17'02"E
L22	52.38'	N74°05'14"E
L23	68.68'	S59°17'02"W
L24	85.17'	N30°24'32"W
L25	28.23'	N75°24'32"W
L26	66.41'	N59°20'27"E
L27	101.47'	N75°25'49"E
L28	227.10'	N59°06'26"E
L29	89.82'	S57°00'51"E
L30	226.13'	S14°31'20"E
L31	7.06'	S59°28'37"W
L32	31.14'	S75°24'32"E
L33	83.10'	S30°24'32"E
L34	5.00'	N59°35'47"E
L35	37.49'	S55°07'42"E
L36	44.67'	S81°49'37"E
L37	50.31'	S30°55'02"E
L38	19.04'	N30°53'17"W
L39	19.04'	S30°53'17"E
L40	9.04'	S30°53'17"E

LINE TABLE		
LINE	LENGTH	BEARING
L41	333.75'	N59°06'43"E
L42	381.45'	N59°06'43"E
L43	136.45'	N04°12'51"W
L44	48.94'	N36°09'41"W
L45	58.26'	N00°04'42"W
L46	56.22'	S00°04'42"E
L47	47.76'	S36°09'41"E
L48	129.96'	S04°12'51"E
L49	31.27'	N59°06'43"E
L50	46.93'	S14°31'20"E
L51	114.23'	S16°34'56"E
L52	86.23'	S35°09'18"E
L53	80.59'	N17°21'22"E
L54	20.86'	N17°21'22"E
L55	9.85'	S59°11'31"W
L56	30.00'	N30°48'29"W
L57	9.85'	N59°11'31"E
L58	28.44'	S30°48'29"E
L59	84.68'	S17°21'22"W
L60	86.23'	N35°09'18"W
L61	114.23'	N16°34'56"W
L62	38.12'	N14°31'20"W
L63	90.45'	S00°15'33"E
L64	35.97'	S10°51'21"E
L65	94.17'	S18°53'19"E
L66	100.54'	S14°31'20"E
L67	89.66'	S72°17'07"W
L68	82.07'	N68°45'41"W
L69	129.11'	N82°15'19"W
L70	83.37'	S20°03'35"E
L71	98.99'	S42°34'31"E
L72	29.96'	S22°17'33"W
L73	19.25'	S75°28'40"W
L74	43.17'	S14°31'20"E
L75	19.25'	S75°28'40"W
L76	208.79'	S62°56'27"W
L77	20.00'	N14°31'20"W



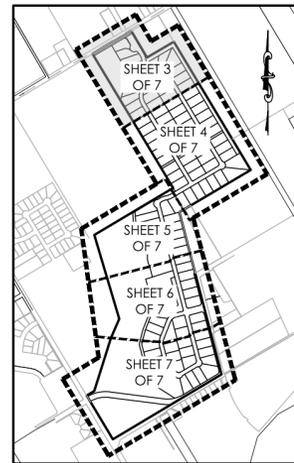
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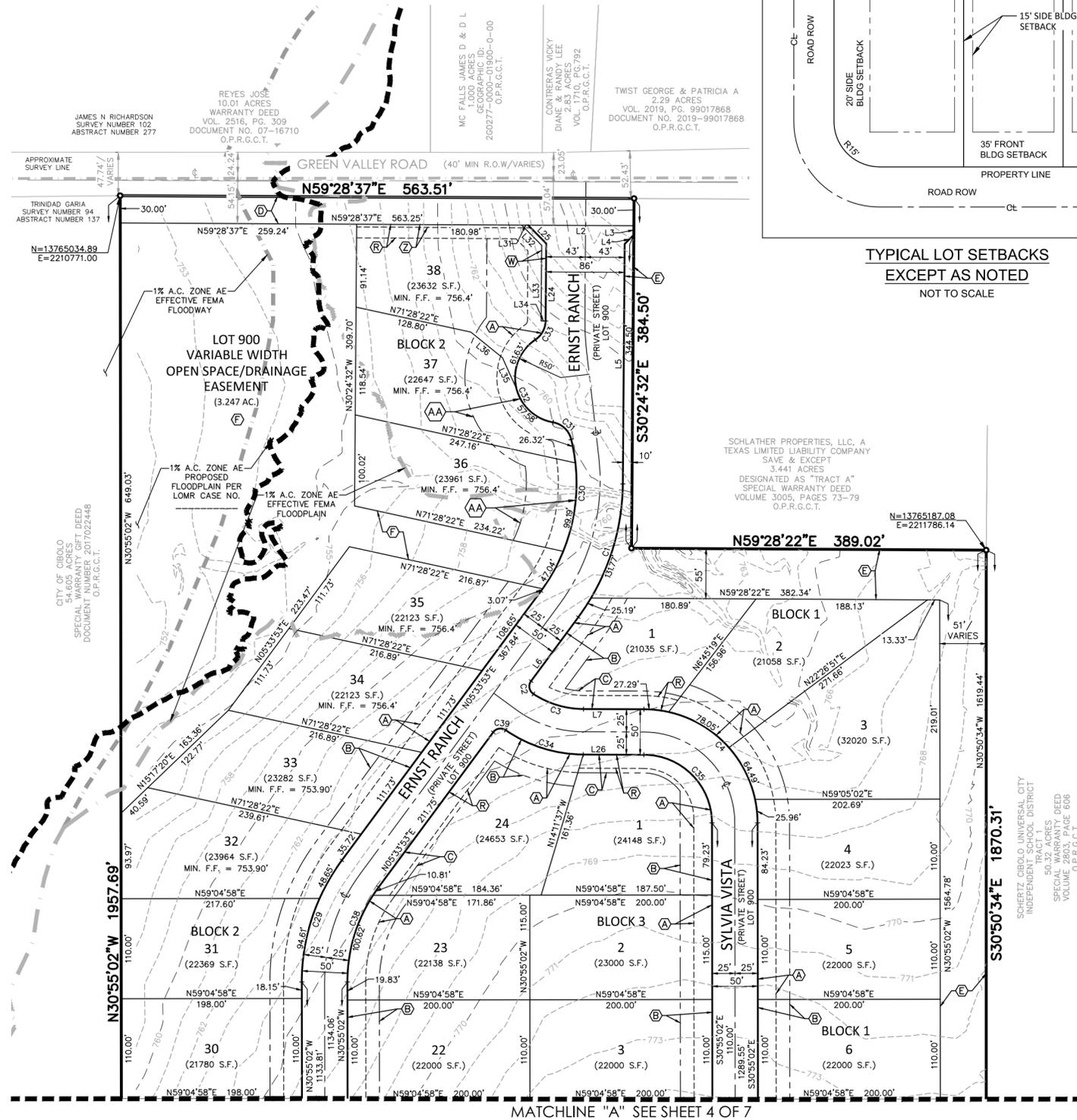


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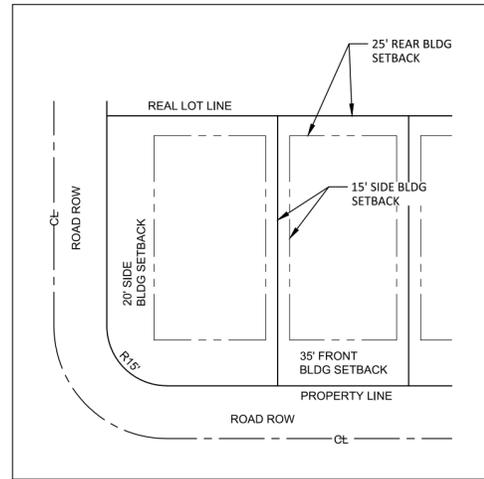
- LEGEND**
- 856 --- EXISTING CONTOURS
  - AC. ACRES
  - B.S.L. BUILDING SETBACK LINE
  - CL CENTER LINE
  - DOC. DOCUMENT
  - E.G.T.C.A. ELECTRIC, GAS, TELEPHONE & CABLE TV EASEMENT
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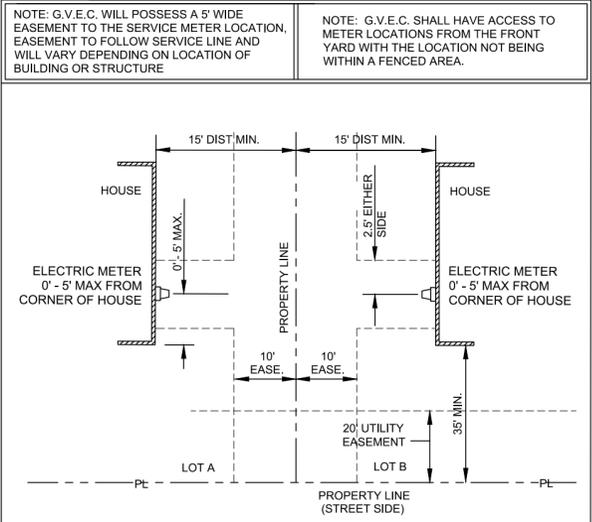
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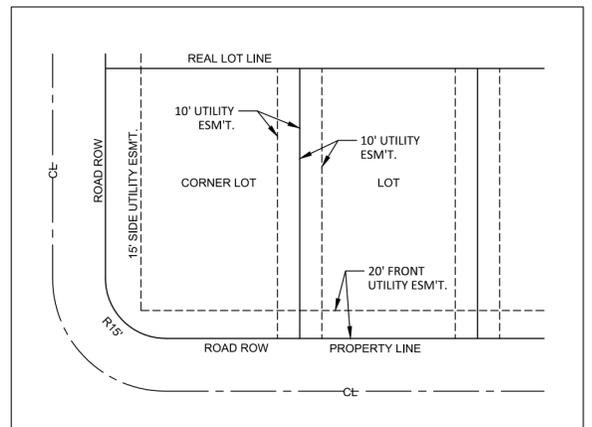
MATCHLINE "A" SEE SHEET 4 OF 7



TYPICAL LOT SETBACKS EXCEPT AS NOTED NOT TO SCALE



TYPICAL EASEMENT ON INTERIOR PROPERTY LINE NOT TO SCALE



TYPICAL LOT UTILITY EASEMENTS EXCEPT AS NOTED NOT TO SCALE

**NOTE:**  
SEE SHEETS 1 & 2 OF 7 FOR PLAT NOTES, CURVE AND LINE TABLE

**LAND STUDY**  
**SCHLATHER RANCH SUBDIVISION**

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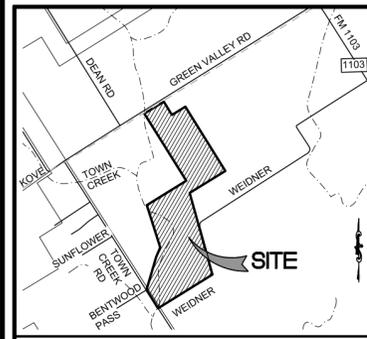
TPBELS ENGINEERING: F-5297, SURVEYING: NO. 10131500  
5723 UNIVERSITY HEIGHTS BLVD, SUITE 103 TEL: (210) 698-5051  
SAN ANTONIO, TEXAS 78249 FAX: (210) 698-5085

DATE OF PREPARATION: December 11, 2025



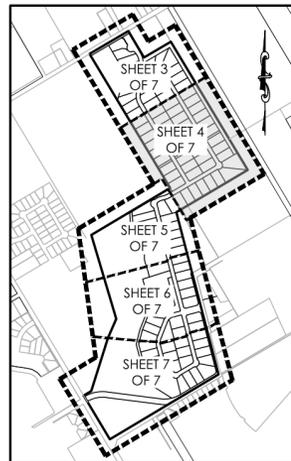
SCHLATHER RANCH SUBDIVISION

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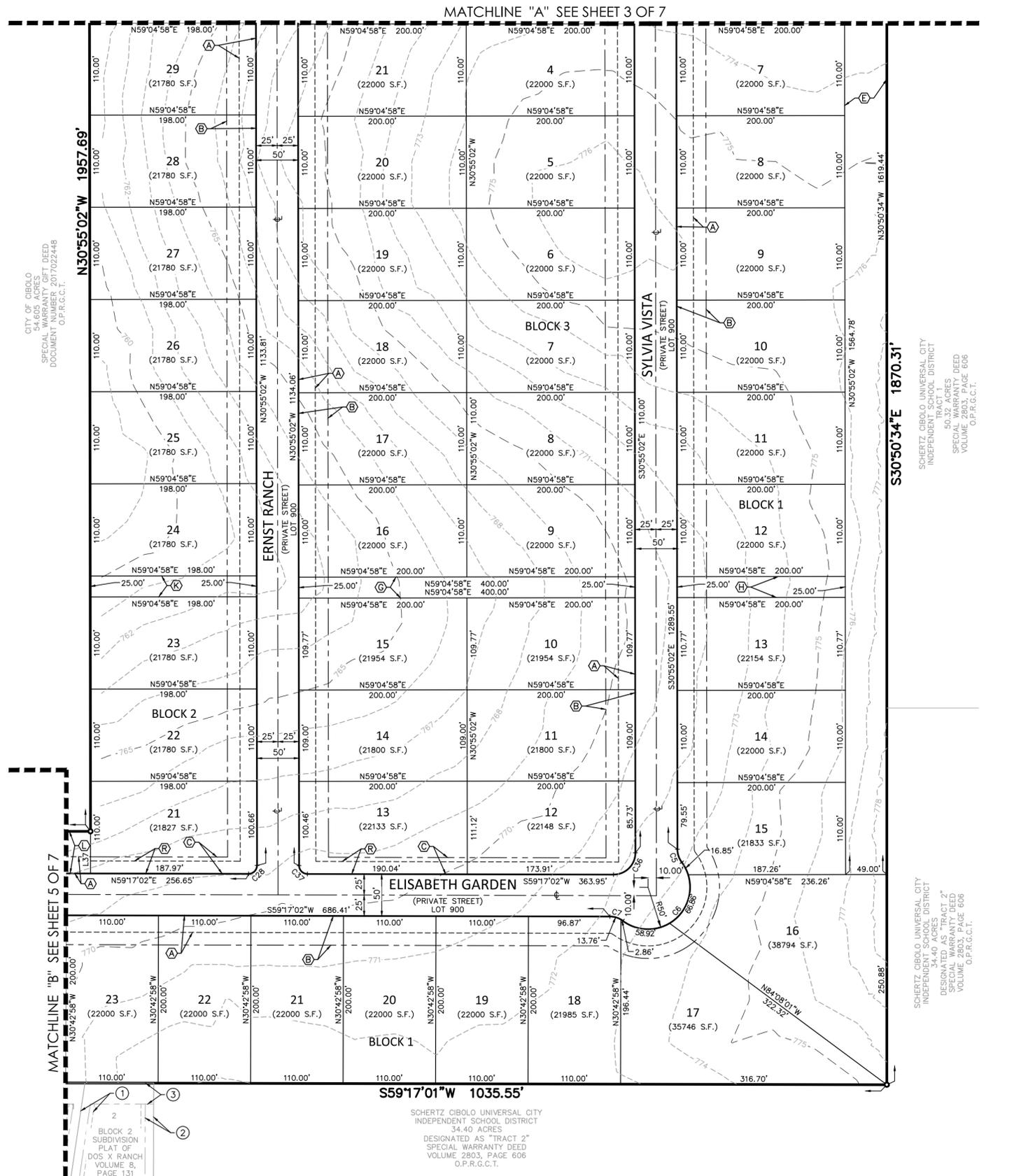


- LEGEND**
- 856 --- EXISTING CONTOURS
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  - B.S.L. BUILDING SETBACK LINE
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**INDEX MAP**  
NOT TO SCALE



CITY OF CIBOLO  
SPECIAL WARRANTY DEED  
DOCUMENT NUMBER 2017022448  
O.P.R.G.C.T.

SCHERTZ CIBOLO UNIVERSAL CITY  
INDEPENDENT SCHOOL DISTRICT  
TRACT 1  
50.32 ACRES  
SPECIAL WARRANTY DEED  
VOLUME 2803, PAGE 606  
O.P.R.G.C.T.

SCHERTZ CIBOLO UNIVERSAL CITY  
INDEPENDENT SCHOOL DISTRICT  
DESIGNATED AS "TRACT 2"  
SPECIAL WARRANTY DEED  
VOLUME 2803, PAGE 606  
O.P.R.G.C.T.

SCHERTZ CIBOLO UNIVERSAL CITY  
INDEPENDENT SCHOOL DISTRICT  
34.40 ACRES  
DESIGNATED AS "TRACT 2"  
SPECIAL WARRANTY DEED  
VOLUME 2803, PAGE 606  
O.P.R.G.C.T.

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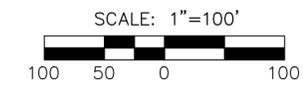
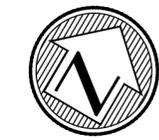
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TBPELS ENGINEERING: F-5297, SURVEYING: NO. 10131500  
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SCHLATHER RANCH SUBDIVISION



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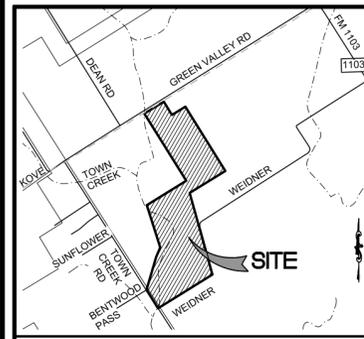
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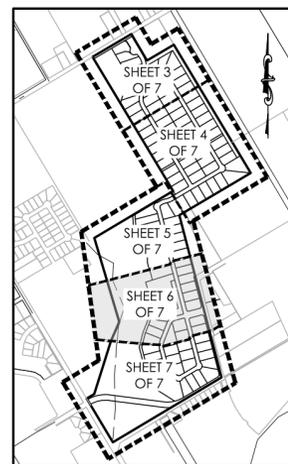


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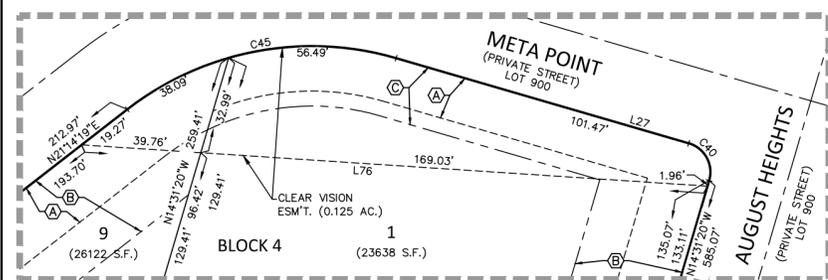


LOCATION MAP NOT TO SCALE

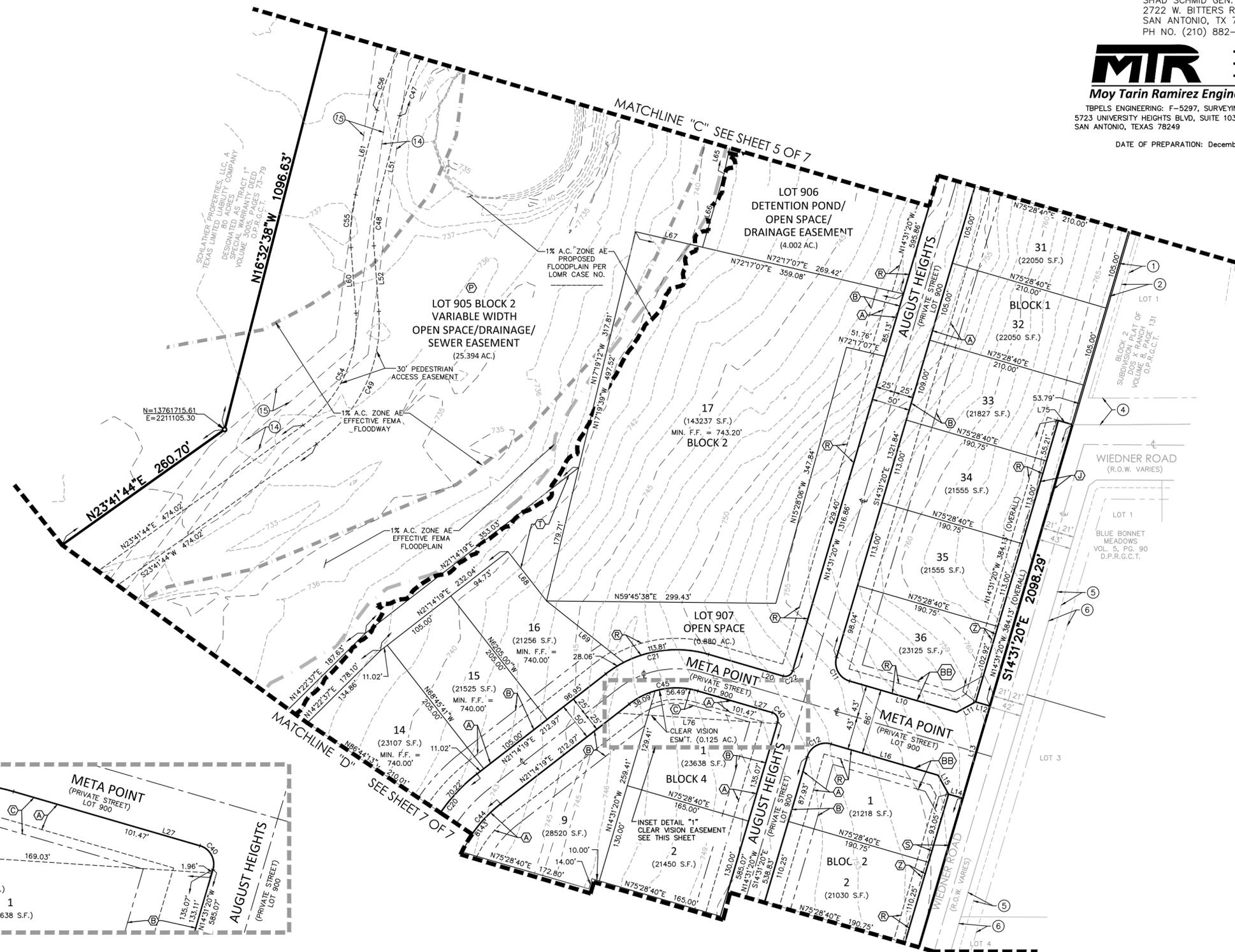
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INDEX MAP NOT TO SCALE

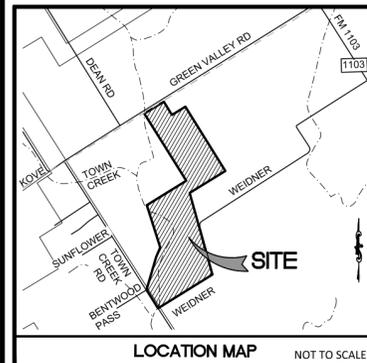


CLEAR VISION EASEMENT INSET DETAIL 1  
N.T.S.

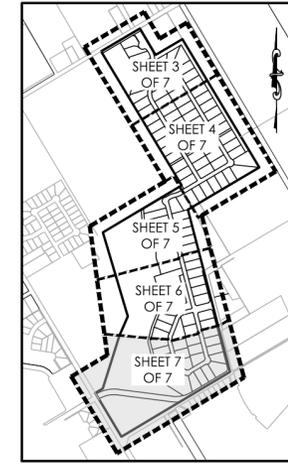
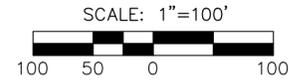


NOTE:  
SEE SHEETS 1 & 2 OF 7 FOR PLAT NOTES, CURVE AND LINE TABLE

SCHLATHER RANCH SUBDIVISION



- LEGEND**
- 856 --- EXISTING CONTOURS
  - AC. ACRES
  - B.S.L. BUILDING SETBACK LINE
  - ⊙ CENTER LINE
  - DOC. DOCUMENT
  - E.G.T.C.A. ELECTRIC, GAS, TELEPHONE & CABLE TV
  - ESMT. EASEMENT
  - NO. NUMBER
  - N.T.S. NOT TO SCALE
  - O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS GUADALUPE COUNTY, TEXAS
  - R.O.W. RIGHT OF WAY
  - VOL. VOLUME
  - PG. PAGE
  - PGS. PAGES
  - MIN. F.F. MINIMUM FINISHED FLOOR ELEVATION
  - 1% A.C. ZONE AE EFFECTIVE FEMA FLOODPLAIN PER FLOOD INSURANCE RATE MAP NO. 48187C230F EFFECTIVE DATE NOVEMBER 2, 2007.
  - 1% A.C. ZONE AE EFFECTIVE FEMA FLOODWAY PER FLOOD INSURANCE RATE MAP NO. 48187C230F EFFECTIVE DATE NOVEMBER 2, 2007.
  - 1% A.C. ZONE AE PROPOSED FLOODPLAIN PER LETTER OF MAP REVISION CASE NO.



**INDEX MAP**  
NOT TO SCALE

**LAND STUDY**  
**SCHLATHER RANCH SUBDIVISION**

A 117.626 ACRE (5,123,781.94 SQUARE FEET) TRACT OF LAND, SITUATED IN THE TRINIDAD GARRA SURVEY NUMBER 94, ABSTRACT NUMBER 137, GUADALUPE COUNTY, TEXAS, BEING A PORTION OF AN 80 ACRE TRACT, DESIGNATED AS "TRACT 1", AND BEING ALL OF A 70 ACRE TRACT, DESIGNATED AS "TRACT II", BOTH AS CONVEYED TO SCHLATHER PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY, BY SPECIAL WARRANTY DEED AS RECORDED IN VOLUME 3005, PAGES 73-79, OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS,

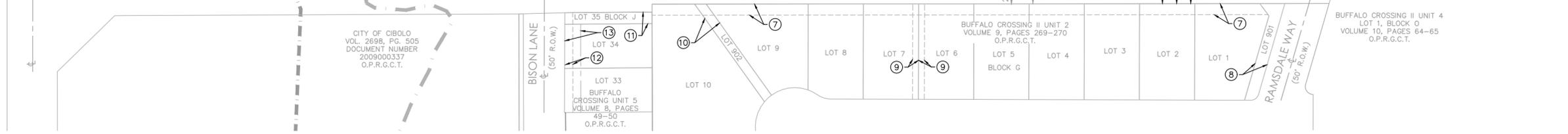
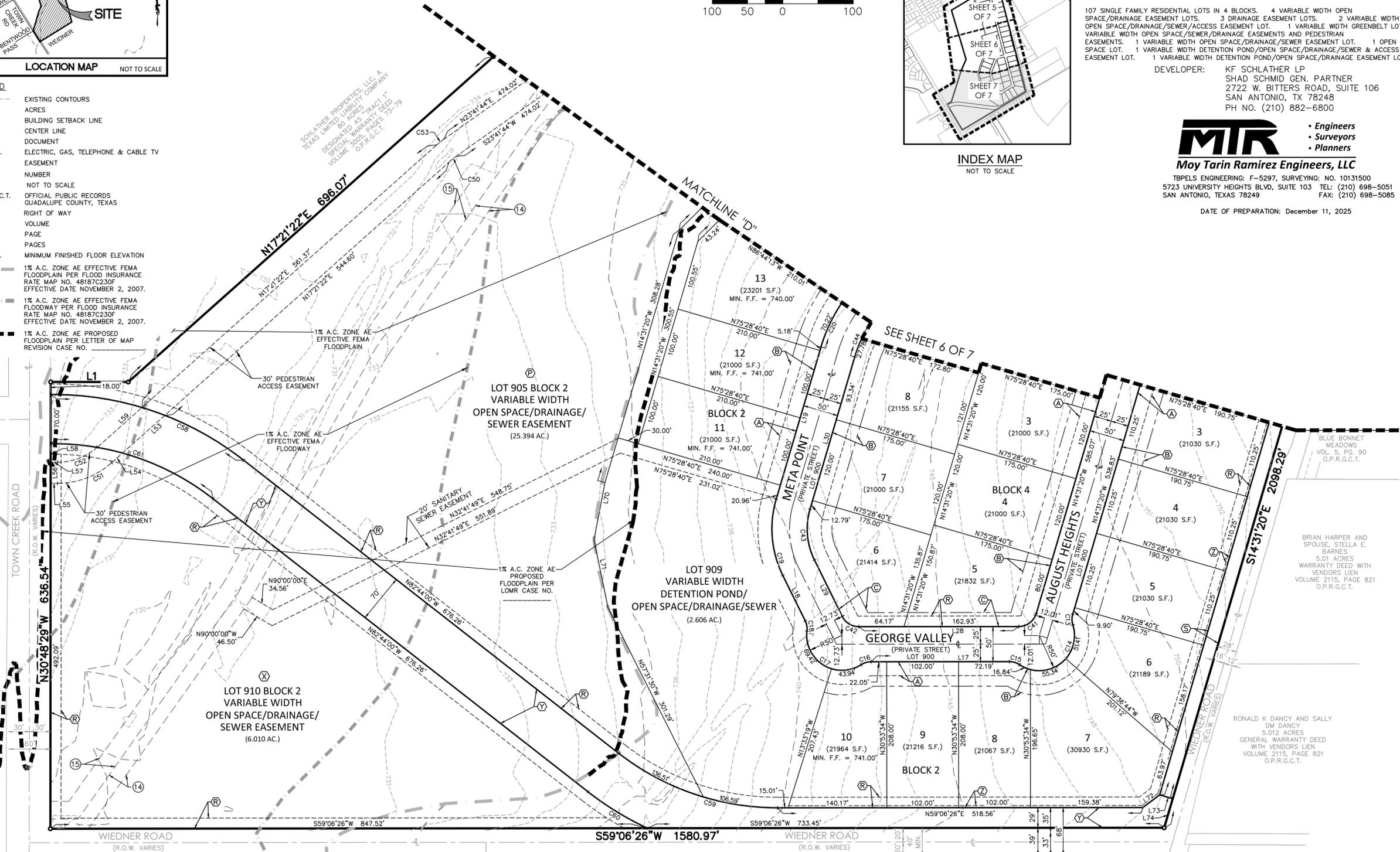
107 SINGLE FAMILY RESIDENTIAL LOTS IN 4 BLOCKS. 4 VARIABLE WIDTH OPEN SPACE/DRAINAGE EASEMENT LOTS. 3 DRAINAGE EASEMENT LOTS. 2 VARIABLE WIDTH OPEN SPACE/DRAINAGE/SEWER/ACCESS EASEMENT LOT. 1 VARIABLE WIDTH GREENBELT LOT, VARIABLE WIDTH OPEN SPACE/SEWER/DRAINAGE EASEMENTS AND PEDESTRIAN EASEMENTS. 1 VARIABLE WIDTH OPEN SPACE/DRAINAGE/SEWER EASEMENT LOT. 1 OPEN SPACE LOT. 1 VARIABLE WIDTH DETENTION POND/OPEN SPACE/DRAINAGE/SEWER & ACCESS EASEMENT LOT. 1 VARIABLE WIDTH DETENTION POND/OPEN SPACE/DRAINAGE EASEMENT LOT.

DEVELOPER: KF SCHLATHER LP  
SHAD SCHMID GEN. PARTNER  
2722 W. BITTERS ROAD, SUITE 106  
SAN ANTONIO, TX 78248  
PH NO. (210) 882-6800

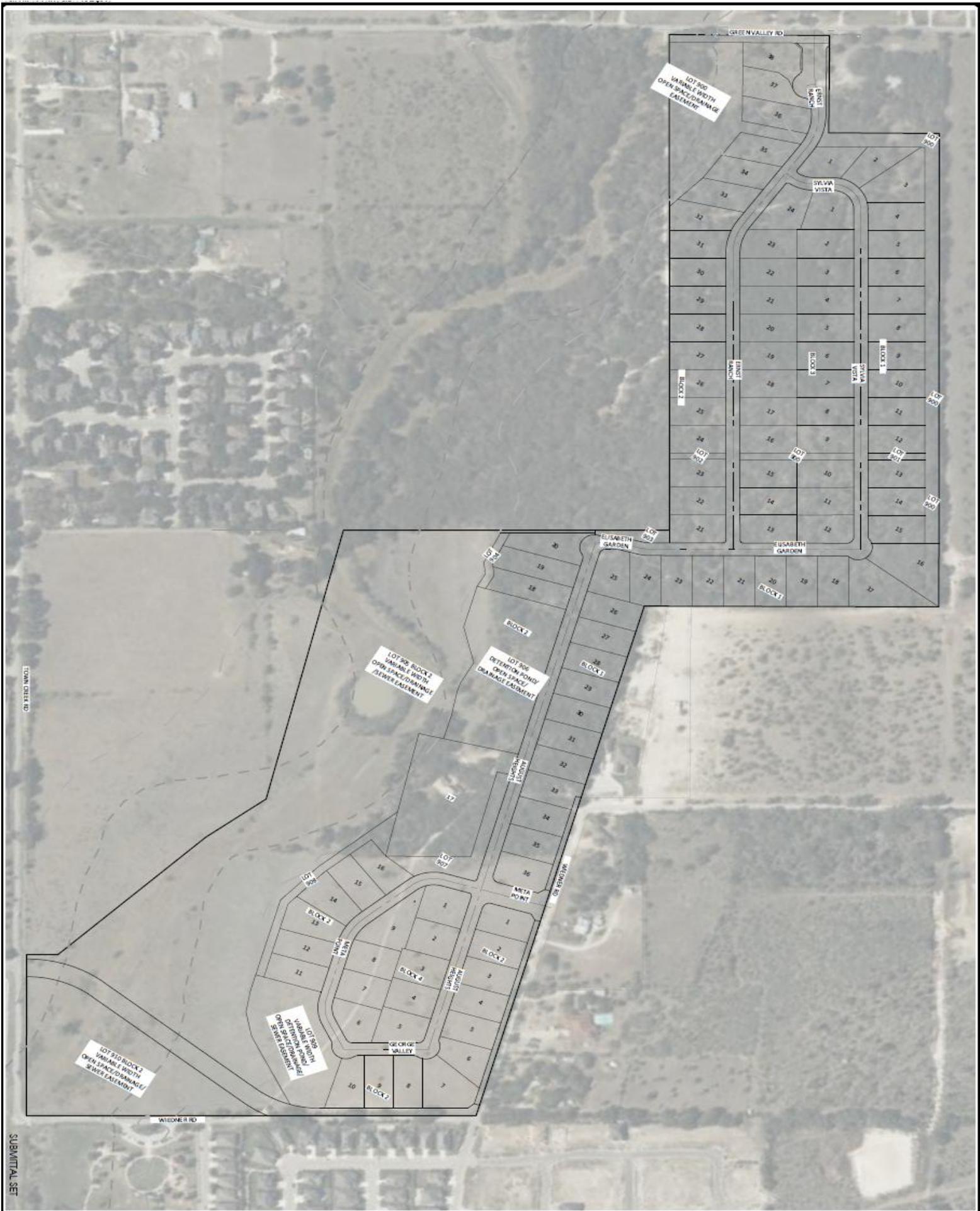


**Moy Tarin Ramirez Engineers, LLC**  
TBPELS ENGINEERING: F-5297, SURVEYING: NO. 10131500  
5723 UNIVERSITY HEIGHTS BLVD, SUITE 103 TEL: (210) 698-5051  
SAN ANTONIO, TEXAS 78249 FAX: (210) 698-5085

DATE OF PREPARATION: December 11, 2025



**NOTE:**  
SEE SHEETS 1 & 2 OF 7 FOR PLAT NOTES, CURVE AND LINE TABLE



SUBMITTAL SET

**SCHLATHER RANCH SUBDIVISION**  
**OVERALL LAND PLAN EXHIBIT**

**MTR**  
**Moy Taiin Ramirez Engineers, LLC**  
 ENGINEERING F-5087/SURVEYING F-10131900  
 523 UNIVERSITY HEIGHTS BLVD, STE. 100  
 9840 AVENUE, HOUSTON, TEXAS 77036  
 TEL: (281) 866-2021  
 FAX: (281) 866-0325

- Engineers
- Surveyors
- Planners

REVISIONS				
NO.	DATE	DESCRIPTION	BY	CHK

PROJ. #	DRAW. BY	DATE	SCALE	DATE
24233.00	SM	05L	1"=40'	6/2025

SHEET



City Council Regular Meeting Staff Report

**B. Discussion/Action to approve the Schlather Ranch Residential Subdivision Public Improvement Agreement. (Mr. Vasquez)**

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Discussion/Action Item: 12B.
From	
Rick Vasquez, Director of Economic Development and Planning	

**PRIOR CITY COUNCIL ACTION:**

City Council approved a Preliminary Plat for the Schlather Ranch Residential Subdivision.

**BACKGROUND:**

**Schlather Ranch Public Improvement Agreement (PIA)**

**Project:** Schlather Ranch Residential Subdivision

**Developer:** KF Schlather LP

**Location:** Approximately 115.5 acres, approximately 2600 Green Valley Road

**Agreement Type:** Public Improvements Construction Agreement (PIA)

**Purpose of the Agreement**

The Schlather Ranch Public Improvement Agreement (PIA) establishes the responsibilities of the Developer and the City for the dedication, construction, funding, and long-term maintenance of public infrastructure and amenities required to serve the proposed residential subdivision. The Agreement implements the requirements of the City of Cibolo Unified Development Code (UDC) and applicable state law while providing certainty to both parties regarding development obligations.

**Key Public Improvements and Dedications**

**Roadway and Right-of-Way Dedications**

The Developer shall dedicate the following land to the City at the time of final plat recordation:

- **Bentwood Pass to Weidner Road Connection:**  
Approximately **1.899 acres** for future roadway right-of-way (estimated value: **\$270,864**).
- **Green Valley Road Widening:**  
Approximately **0.388 acres** (estimated value: **\$21,843**).
- **Weidner Road Widening:**  
Approximately **0.447 acres** (estimated value: **\$48,477**).

These dedications support planned arterial connectivity and long-term transportation improvements.

**Parkland and Open Space Dedication**

- **Six (6) acres** of parkland/open space located at the southwest corner of **Town Creek Way and Weidner Road** are dedicated to the City (estimated value: **\$873,756**).
- The dedicated parkland satisfies the Developer’s parkland and open space requirements under the UDC.

## Multi-Purpose Trail Easement

- A **30-foot-wide, approximately 3,000-linear-foot** multi-purpose trail easement is granted to the City, generally located within the floodplain area.
- The easement will connect **Schlather Park** to the **Tolle Nature Center**, enhancing citywide trail connectivity.
- Estimated easement value: **\$300,879**.
- The exact alignment and legal description will be finalized within **90 days** of Agreement approval.

## Construction and Maintenance Responsibilities

### City Responsibilities

- Construct, operate, and maintain a **10-foot-wide multi-purpose trail** within the trail easement.
- Maintain and mow the remaining **20 feet** of the trail easement area.
- Accept all dedications upon compliance with City standards.
- Name the **6-acre open space and multi-purpose trail** in honor of the **Schlather family** in recognition of their contributions.

### Developer and HOA Responsibilities

- Dedicate all required rights-of-way, parkland, and easements.
- Fund roadway improvements as outlined below.
- Ensure the **Homeowners Association (HOA)** is responsible for:
  - Maintenance of HOA owned common open spaces.
  - Maintaining reserves supported by a reserve study in accordance with Texas Property Code Chapter.
- The HOA may participate in a **Texas Master Naturalists or similar program** to allow managed native vegetation in designated areas, as alternative Property Maintenance Code standards for weeds and tall grass.

## Traffic and Roadway Improvements

- **Green Valley Road & Access #1:**  
Construction of a **flared right-turn lane** during site work (estimated cost: **\$33,059**).
- **Weidner Road Improvements:**  
Developer contribution toward roadway widening (12 feet from centerline over 2,000 LF), estimated at **\$230,085**, payable at plat recording or by **October 1, 2026**, whichever occurs first.
- A mutually agreed-upon **construction truck route** will be enforced, with violations subject to penalties.

## Parkland Fee and Tree Mitigation Fee Waivers

In consideration of the substantial public land and easement dedications:

- **Parkland Fees:**  
The City agrees to waive the **\$600 per lot park fee**, totaling **\$63,600**.
- **Tree Mitigation Fees:**  
The City agrees to waive **\$573,821** in tree mitigation fees based on the 2025 Schlather Ranch Tree Preservation Plan.
- The Agreement documents extensive tree preservation, including heritage trees and protected caliper trees.
- 1,654 trees, between a size of four caliper inches and above 24 caliper inches.
- 4 Trees to be planted per lot, 1,320 inches, \$198,000 credit.

Slather Ranch Tree Mitigation Plan			
Tree Type	Tree Impact	Size	

Heritage	55	24" up	
Heritage	75	20"=23.99"	
Undersized	116		
Dead	797		
Protected	914		
Mitigation Trees	440	3" up	\$198,000
Mitigation Fee			\$573,821

TREE MITIGATION THROUGH PLANTING			
TOTAL NUMBER OF LOTS	* NUMBER OF TREES TO BE PLANTED PER LOT	CALIPER INCH TO PLANTED	** TOTAL INCHES AVAILABLE FOR MITIGATION
110	4	3.0	1320

FEE CALCULATIONS						
TOTAL INCHES	30% REMOVAL WITHOUT PENALTY	70% OF TOTAL INCHES	REMOVED INCHES TO BE MITIGATED - CREDIT INCHES	FEE PER INCH	TOTAL FEE (MITIGATION - PRESERVATION)	CREDIT FOR PLANTING
46,056.75	13,817.03	32,239.73	5145.48	\$150	\$771,821.25	\$198,000

### Private Streets

If private streets are incorporated:

- The Developer must comply with **UDC Article 18 (Private Streets)**.
- HOA governing documents must include provisions for **maintenance and reserve funding**.

### Term, Enforcement, and Securities

- The Agreement remains in effect through completion of construction and applicable warranty periods.
- Default, enforcement, bonding, and security provisions follow the City's standard PIA templates.
- Monetary contributions are paid directly to the City.

### Public Benefit Summary

The Schlather Ranch PIA delivers significant public benefits, including:

- Long-term roadway connectivity and right-of-way preservation;
- A major parkland dedication and expanded trail network;
- Environmental preservation through tree mitigation and open-space management;
- Reduced fiscal impact to the City through developer-funded infrastructure.

### **STAFF RECOMMENDATION:**

N/A

**FINANCIAL IMPACT:**

N/A

**MOTION(S):**

**Approve Schlather Ranch Residential Subdivision Public Improvement Agreement**

**Attachments**

[Appraisal Report - S-25042 - Schlather Ranch optimized.pdf](#)

[Schlather Ranch Land Study Single Sheet.pdf](#)

[Schlather Ranch PIA Map 2.pdf](#)

[ExhibitCPublicImprovements.pdf](#)

[Schlather Ranch PIA 14.pdf](#)



## **APPRAISAL REPORT**

116 Proposed Single-Family Residential Lots  
Schlather Ranch Subdivision  
To be located along the S/S of Green Valley Road  
Cibolo, Guadalupe County, Texas

DATE OF REPORT:  
7/21/2025

EFFECTIVE DATES OF VALUE:  
"As Is": July 15, 2025  
"As Complete": August 15, 2026

CLIENT:  
Jesus Garcia  
Loan Review Analyst  
International Bank of Commerce  
130 E Travis  
San Antonio, TX 78205

THE  
**HORNSBY**  
GROUP

7/21/2025

Jesus Garcia  
Loan Review Analyst  
International Bank of Commerce  
130 E Travis  
San Antonio, TX 78205

Re: Appraisal of the 116 proposed single-family residential lots within the Schlather Ranch Subdivision, to be located along the south side of Green Valley Road, Cibolo, Guadalupe County, Texas.

Dear. Mr. Garcia,

As requested, I have conducted an appraisal of the herein referenced property, with my findings detailed in this appraisal report. It includes summary discussions of the data, reasoning, and analyses used in the appraisal process to arrive at my value conclusions, with comprehensive supporting documentation maintained in our workfile. The market value conclusion(s) presented in this report is subject to the Assumptions and Limiting Conditions outlined within the accompanying document.

The definition of market value used in this report is derived from the Office of the Comptroller of the Currency's Manual for National Banks, Subpart C, Section 34.42, as amended by Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), effective August 24, 1990. This report has been prepared in accordance with the reporting requirements of Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP), with OCC Regulations 12 CFR Part 34, FDIC Regulation Part 323 and Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989.

The purpose of our assignment was to provide a current fee simple market value of the subject property as entitled land, as well as the prospective market value "upon completion" of the proposed residential lots.

The client and intended user of this appraisal report is International Bank of Commerce. The intended use of the report is for financing purposes. The effective date of the "as is" market value is July 15, 2025, which represents the date of the site visit. The effective date of the prospective market value upon completion will be August 15, 2026.

Mr. Garcia,

The subject property comprises a 115.501-acre land tract that is located along the south side of Green Valley Rd within the city limits of Cibolo, Texas within the western portion of Guadalupe County. The subject property is to be developed as a subdivision called Schlather Ranch, which will include 116 half-acre single family residential lots. The subject property and the proposed development will be further discussed within the ensuing report.

Based on the data and analyses summarized in this report, the market value opinions are/will be as follows:

<b>MARKET VALUE CONCLUSIONS</b>		
Effective Date	7/15/2025	8/15/2026
Premise	Fee Simple	Fee Simple
Valuation Scenario	"As Is"	"As Complete"
<b>Market Value</b>	<b>\$8,110,000</b>	<b>\$16,820,000</b>

The estimated marketing periods are one year from the effective dates, and the estimated exposure time preceding the effective dates is also one year.

Please feel free to reach out to our office if there are any questions.

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## CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Practice.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Hank Hornsby, MAI, LREB has made a personal inspection of the subject property.
- Kenneth Sumners, Appraiser Trainee, provided significant real property appraisal assistance to the person signing this certification.
- As of the date of this report, Hank Hornsby, MAI, LREB has completed the continuing education program for Designated Members of the Appraisal Institute.



Hank Hornsby, MAI, LREB  
Managing Director  
State Certified, TX 1380873-G

## SUMMARY OF CONCLUSIONS

<b>Property Name:</b>	Schlather Tract Subdivision
<b>Property Type:</b>	Vacant Land/Future Residential Lots
<b>Location/Address:</b>	S/S Green Valley Road, Cibolo, Guadalupe County, Texas
<b>Legal Description:</b>	See <i>Legal Description</i> section
<b>Site Size:</b>	115.501 acres or 5,031,224 square feet
<b>Improvements:</b>	None with any contributory value
<b>Zoning:</b>	SF2 – Low Density Single-Family Residential
<b>Highest and Best Use:</b>	
<b>As Vacant:</b>	Low Density Single-Family Residential
<b>Property Rights Appraised:</b>	Fee Simple
<b>Appraisal Premise:</b>	"As Is" & "As Complete"
<b>Effective Date:</b>	"As Is": July 15, 2025 "As Complete": August 15, 2026
<b>Report Date:</b>	7/21/2025
<b>Client/Intended User:</b>	International Bank of Commerce
<b>Intended Use:</b>	Financing Purposes
<b>Extraordinary Assumptions:</b>	See Page 10
<b>Hypothetical Conditions:</b>	N/A
<b>Market Value Conclusions:</b>	

### MARKET VALUE CONCLUSIONS

Effective Date	7/15/2025	8/15/2026
Premise	Fee Simple	Fee Simple
Valuation Scenario	"As Is"	"As Complete"
<b>Market Value</b>	<b>\$8,110,000</b>	<b>\$16,820,000</b>

SUBJECT PHOTOS



Street Scene – Green Valley Road



Street Scene – Green Valley Road



Gate along Wiedner Road



Interior View



Interior View

## CLIENT, INTENDED USE, & INTENDED USERS OF THE APPRAISAL

The client and intended user of this appraisal report is International Bank of Commerce. The intended use of this appraisal is for financing purposes.

## IDENTIFICATION OF THE SUBJECT PROPERTY

The subject property comprises a 115.501-acre land tract that is located along the south side of Green Valley Rd within the city limits of Cibolo, Texas within the western portion of Guadalupe County. The subject property is to be developed as a subdivision called Schlather Ranch, which will include 116 half-acre single family residential lots.

The subject does not have a physical address according to Guadalupe County records.

## LEGAL DESCRIPTION

According to the survey provided, the legal description of the subject property is as follows:

A 117.501 ACRE (5,118,345.00 SQUARE FEET) TRACT OF LAND, SAVE AND EXCEPT A 2.000 ACRE (87,108.06 SQUARE FEET) TRACT, LEAVING A NET ACREAGE OF 115.501 ACRES, (5,031,236.94 SQUARE FEET), BOTH SITUATED IN THE TRINIDAD GARIA SURVEY NUMBER 94, ABSTRACT NUMBER 137, GUADALUPE COUNTY, TEXAS, BEING A PORTION OF AN 80 ACRE TRACT, DESIGNATED AS "TRACT 1", AS CONVEYED TO SCHLATHER PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY, BY SPECIAL WARRANTY DEED AS RECORDED IN VOLUME 3005, PAGES 73-79, AND BEING THE REMAINING PORTION OF A 50 ACRE TRACT AS CONVEYED AUGUST EBERT, JR, BY DEED AS RECORDED IN VOLUME 166, PAGE 130, BOTH OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

## PROPERTY RIGHTS APPRAISED

The property rights appraised are the fee simple estate, which are defined as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."<sup>1</sup>

No items of personal property were included within this appraisal.

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<sup>1</sup> The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

## TYPE & DEFINITION OF VALUE

### Market Value

For this report, Market Value, as described in the Office of the Comptroller of the Currency Manual for National Banks, Subpart C, Section 34.42, as revised by the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), is defined as follows:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and each acting in what they consider their own best interest;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

### Individual Retail

Individual retail values are estimated in the performance of a Subdivision or Incremental Sell-out Analysis. Each unit, lot, or parcel of a planned development or subdivision has an individual retail value. This value reflects its expected sales price for its Highest and Best Use as if sold as a singular property for near-term user development. The appraisers must appraise the property based on the highest and best use scenario appropriate for that property type. The individual retail value is estimated using the Allocation Technique and/or the Cost Approach, and then used in a Discounted Cash Flow model to estimate the Present Value or overall Market Value of the whole subdivision over the marketing period.

### Paper Lots

Lots that are currently platted and fully engineered ready for construction for their use as home sites with the only remaining costs to bring the lots to completed home sites being a marginal platting fee and the remaining hard costs.

### Master Planned Lots

Lots that are currently part of an approved master development plan indicating an approved density of development with all offsite easements to be secured. Engineering for construction plans and significant fees are still needed to be paid before these lots are to be considered ready for home construction.

**Based on information provided by the developer, the total remaining engineering fees are \$150,000. Additionally, the developer has reportedly completed all entitlements and received all utility service agreements from the local utility providers. Thus, as of the effective date the only remaining costs to be**

**incurred by the developer before achieving paper lot status are the remaining engineering costs of \$150,000 and a marginal platting fee.**

## EFFECTIVE DATE

The effective date of the “as is” market value is April 24, 2025, which represents the date of the site visit. The effective date of the prospective market value upon completion of the proposed lot construction will be August 15, 2026.

## EXTRAORDINARY ASSUMPTIONS

Extraordinary Assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”<sup>2</sup>

- It is an extraordinary assumption that all lot construction will be completed on August 15, 2026, based on projections by the developer.
- The prospective market values are based on current market conditions which are expected to continue into the short-term future. The appraisers cannot be held responsible for unforeseen events that might alter market conditions in the future prior to the effective date of this appraisal.

The use of these extraordinary assumption(s), if found to be false, may affect assignment results.

## HYPOTHETICAL CONDITIONS

None made herein.

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<sup>2</sup> 2024 Uniform Standards of Professional Appraisal Practice (USPAP)

## GENERAL ASSUMPTIONS & LIMITING CONDITIONS

This appraisal has been made with the following general assumptions and limiting conditions:

- It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
- It is assumed that all necessary permits have been obtained and that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, defined and considered in the appraisal report.
- It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been stated and considered in the appraisal report.
- It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
- The observations of the appraiser relating to the construction and condition of the property discussed within this report are limited only to visible and accessible areas and are not to be relied upon to disclose the conditions of the property. A site and/or building inspection is recommended to be completed by a licensed building or environmental inspector including but not limited to any structures, site improvements, water wells, septic systems, and all other surface or subsurface improvements. The appraiser is not licensed in these professions and the observations by the appraiser are solely for valuation purposes within this appraisal.
- It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
- Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed. We have no knowledge of the existence of such materials on or in the property and are not qualified to detect such substances. The presence of substances including but not limited to asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

- The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
- It is assumed that the client has accurately provided all relevant information pertaining to the valuation and that no undisclosed leases, agreements, liens, or other encumbrances exist that could affect the property's title or use.
- No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. The title is assumed to be good and marketable unless otherwise stated.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless explicitly stated in this report. The property is appraised assuming responsible ownership and competent management.
- The appraiser has made no survey of the property and assume no responsibility in connection with such matters. As such, the exhibits and illustrative material in this report have been included only to assist the reader in visualizing the property. The information included in this report was gained from public records or other reliable sources and is assumed to be true and correct. While we have made reasonable efforts to verify this information, we assume no responsibility for its accuracy.
- If requested by the client of this report, estimates of the insurable replacement value/cost have been completed solely at the request of the client for insurance purposes, relying on available cost data publications and other reliable/credible sources for estimating replacement costs. The appraiser is not a licensed insurance agent and it is recommended that the client/intended user of this report seek additional advice and recommendations from appropriate insurance professionals.
- As applicable, any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if they are.
- The appraisers have inspected the subject property and have assumed that all Americans with Disability Act (ADA) requirements have been met. However, we reserve the right to modify the value conclusion if it is determined at a later date that the subject is not in compliance.

- The Client is the party or parties who engage an appraiser (by employment contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

## PROPERTY HISTORY

The subject 115.501 acres is part of a larger 143.059 acre parent tract (Property ID 63802) which is currently under the ownership of Schlather Properties, LLC, and has been in excess of three years prior to the effective date. The subject 115.501 acres is being contributed by the current owner as part of a joint venture by the developer and property owner, in which the current owner is designated as and LP with the subject land have a contribution value of \$5,000,000. It is noted that the subject 115.501 acres excludes a 2.0 acre home site at the center of the property (Property ID 63803), which has an existing residence that is to be retained by that ownership entity. The 2.0 acre site is not included within the scope of this analysis, as the proposed lot development is to wrap this 2.0 acre site. Access to this site is to be retained by way of proposed internal roads within the development as noted by the provided plat. Based on the concluded market value herein, the specified contribution value of the subject acreage of \$5,000,000 is considered as being reasonable.

The appraiser was not provided with any LOI's or takedown agreements for the proposed lots. However, the developer reported anticipated pricing of the completed lots at \$185,000 per finished lot, with proposed takedown schedules of 14 lots per quarter. The developer has reported that they have identified a group of eight builders with expressed interest.

## TAX ANALYSIS

As noted previously, the subject is part of a larger parent tract. Thus, the following tax information pertains only to the parent tract and is not representative of the subject 115.501 acres. According to the Guadalupe County Appraisal District (GCAD), the most recent available assessed value and tax rate for the subject property are as follows:

### PROPERTY TAXES

Property ID	63802
Tax Year	2025
County	Guadalupe
Ag Mkt Valuation	\$1,405,621
+ Improvements	\$10,645
Market Value	\$1,416,266
- Ag/Timber Use Value	-\$1,392,301
Assessed Value	\$23,965
Tax Rate	\$1.9526000
Taxes	\$467.94

Taxing Entity	Tax Rate
CITY OF CIBOLO	0.499000
GUADALUPE COUNTY	0.262700
LATERAL ROAD	0.054000
SCHERTZ-CIBOLO-U.C. ISD	1.136900
<b>Total</b>	<b>1.95260000</b>

Based on the concluded market value herein, the current assessed value of the subject property is well below market levels and a protest is not warranted.

### Projected Assessed Value – Residential Lots

Due to property taxes being an inherent cost of holding single-family residential lots, and the fact that the subject's proposed lots do not feature a current assessed value, we have also conducted a tax analysis of similar vacant single-family residential lots in San Antonio to conclude on an estimated assessed value per single-family residential lot for use in the *Income Approach* later. The comparable lots are illustrated to follow along with their current assessed market values:

### TAX COMPARABLES

Account/Subdivision	County	Lot Size	Lot Size (SF)	Land Value	Land Value PSF	Tax Rate	Taxes
Homestead	Guadalupe	0.31	13,504	\$23,710	\$1.76	1.943600	\$461
Homestead	Guadalupe	0.51	22,216	\$32,308	\$1.45	1.943600	\$628
Homestead	Guadalupe	0.45	19,602	\$30,330	\$1.55	1.943600	\$589

The single-family residential lot tax comparables feature land value assessments ranging from a low of \$23,710 to a high of \$32,308 or \$1.45 psf to \$1.76 psf with lot sizes ranging from 0.31 acres to 0.51 acres. In this case, we have estimated assessed values for the subject half acre lots of \$32,000. Based on the current tax rates, an assessed value per lot of \$32,000 would incur an annual tax liability of \$625 per lot, which will be utilized in the discounted cash flow in the *Income Approach* later in this report. As of the effective date of this report, the subject lots do not showcase as being platted by the county. However, for purposes of this analysis and based on information provided by the developer, all necessary approvals and entitlements have been obtained as of the effective date of this report, with only approximately \$150,000 of remaining engineering costs to be incurred.

## SCOPE OF WORK

The following is a summary of the scope of work deemed necessary in developing the opinions and conclusions within this report. Additional discussions and commentary are included throughout the relevant sections of this report.

### **Identification of the Problem to be Solved**

We have been requested by the client of this report to provide market value opinions of the fee simple interest in the subject property “as is” and “as complete”, being completed residential single family lots.

### **Property Inspection**

Hank Hornsby, MAI, LREB and Kenneth Sumners, Appraiser Trainee, physically inspected the subject property on July 15, 2025 with the assistance of the property owner. The subject site was viewed by way of vehicle to areas deemed accessible, while also being viewed with aerial GIS and other mapping systems. All photos included herein were taken as of the date of the property inspection.

### **Sources of Relevant Data and Documentation**

With regard to the utilized land and lot sales utilized within this report, confirming sources include CoStar, San Antonio MLS (SAMLs), local brokers, online subscription services, parties to the transactions, etc., along with our own internal database. With regard to the site size, we have relied on indications from the survey provided. We have relied on indications from documents from the developer regarding the lot mix, cost budget, target lot pricing, etc. All provided information/documentation is assumed to be true and accurate for purposes of this analysis.

### **Extent of Analysis Applied**

#### Highest & Best Use

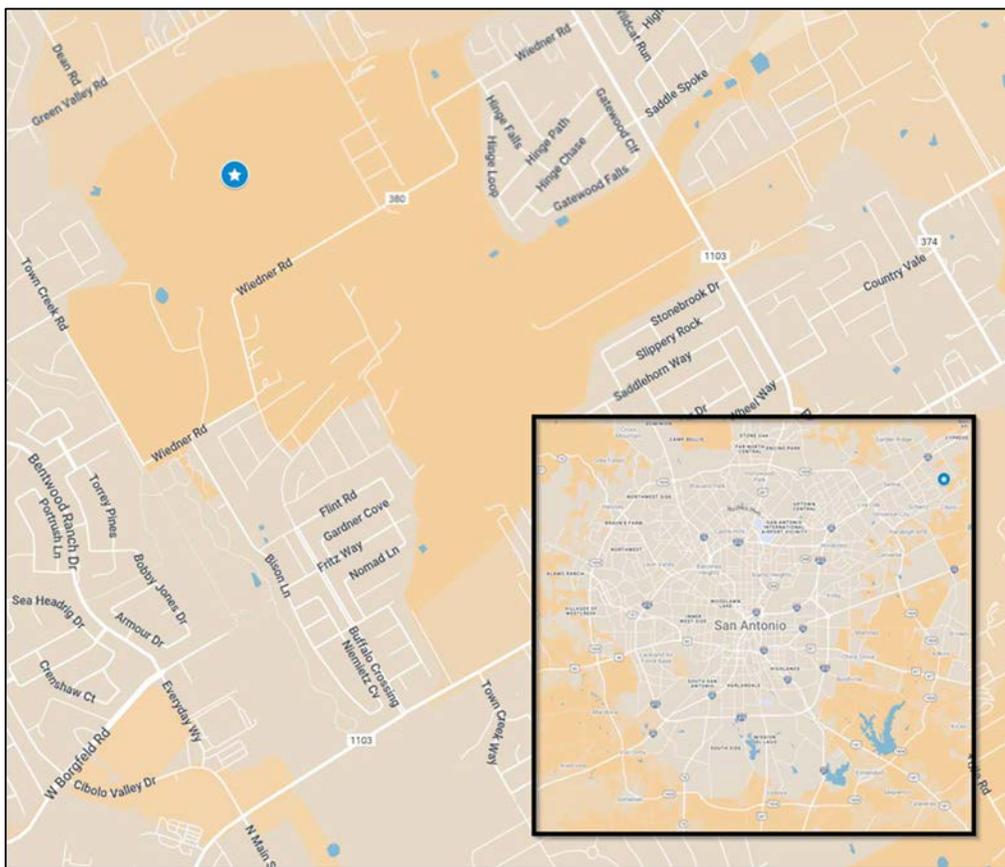
A highest and best use analysis was completed to determine the legally permissible uses, physically possible uses, financial feasibility, and maximally productive uses of the subject property.

#### Valuation Approaches

All three traditional value approaches were considered. In this case, the Sales Comparison Approach was utilized in determining the “as is” market value of the subject property, as well as the market value conclusion of the individual retail market value of the proposed lots upon completion of construction. With regard to the prospective market value upon completion, the Cost Approach and Income Approaches were also utilized. Each of the utilized approaches is explained in greater detail within its respective section of this report. The market value conclusion from each approach was then reconciled into forming the prospective market value opinions.

## REGIONAL OVERVIEW

The San Antonio-New Braunfels Metropolitan Statistical Area (MSA) is located in South-Central Texas and includes eight counties: Guadalupe, Comal, Guadalupe, Atascosa, Bandera, Kendall, Medina, and Wilson. Guadalupe County, home to the city of San Antonio, serves as the urban core of the region. To the northeast is Comal County, with its county seat in New Braunfels, and Guadalupe County lies to the southeast, centered around Seguin. Atascosa County, with Jourdanton as its seat, is located directly south of San Antonio. To the northwest are Bandera and Kendall counties, with their respective county seats in Bandera and Boerne. Medina County lies to the west with Hondo as its county seat, while Wilson County sits to the southeast with Floresville as its administrative center. This diverse mix of urban and rural counties spans over 7,300 square miles, making the San Antonio-New Braunfels MSA a dynamic and geographically varied region.



LOCATION MAP

## POPULATION

As of July 1, 2024, the San Antonio-New Braunfels Metropolitan Statistical Area (MSA) had an estimated population of approximately 2,763,000 residents. This marks a significant increase from the 2020 Census count of 2,558,143, reflecting a growth of over 200,000 individuals in just four years. The population density across the MSA is approximately 302 people per square mile, with a median age of 36.5 years, slightly younger than the national median. The region's growth is primarily driven by domestic migration,

with many new residents relocating from other states, seeking more affordable living options compared to larger Texas metros like Austin and Dallas.

#### **Population Overview (as of July 1, 2024)**

- Total Population: 2,763,006
- Population in Households: 2,687,054 (98.3%)
- Population in Families: 2,228,941 (81.5%)
- Population Density: 374 people per square mile

#### **Household & Housing Characteristics**

- Total Households: 996,691
- Average Household Size: 2.70
- Family Households: 669,851
- Average Family Size: 3.00
- Total Housing Units: 1,095,913
- Owner-Occupied Housing Units: 646,330 (59.0%)
- Renter-Occupied Housing Units: 350,361 (32.0%)
- Vacant Housing Units: 99,222 (9.1%)
- Median Home Value: \$296,052
- Average Home Value: \$354,322
- Housing Affordability Index: 91 (on a scale where 100 is the national average)

#### **Income & Economic Indicators**

- Median Household Income: \$75,580
- Average Household Income: \$102,854
- Per Capita Income: \$37,626
- Median Age: 36.2 years

### **ECONOMIC BASE**

San Antonio's economic base is diverse and dynamic, driven by a blend of key industries that fuel both its regional and national economic influence. As a major hub for military, healthcare, and tourism, San Antonio boasts strong sectors in defense, with the presence of military installations like Joint Base San Antonio contributing significantly to the local economy. The healthcare and bioscience sectors are also prominent, with institutions such as the University Health System and the South Texas Medical Center providing both employment and innovation in medical research. The city has increasingly become a technology and cybersecurity hotspot, bolstered by institutions like the Texas Research and Technology Foundation and the expanding tech workforce. Additionally, San Antonio has a thriving energy sector, particularly in oil and gas, with major companies like Valero Energy and CPS Energy headquartered here. Retail, finance, and education also play crucial roles, with regional giants like H-E-B and USAA contributing to both employment and local consumer spending. This diverse economic base, combined with a growing population and infrastructure investments, positions San Antonio as a key economic engine in Texas.

**EMPLOYMENT**

As of October 2024, the San Antonio-New Braunfels Metropolitan Statistical Area (MSA) reported a civilian labor force of approximately 1.34 million individuals, with an unemployment rate of 3.9%. This rate is slightly above the national average of 3.7% but indicates a relatively healthy labor market (Axios, 2024).

In terms of employment, the MSA's nonfarm payrolls reached 1.21 million in October 2024, marking a 2.0% increase over the past year. Notable sectors contributing to this growth include education and health services, government, and leisure and hospitality. The education and health services sector saw an annual increase of 4.6%, adding approximately 8,600 jobs, while the government sector grew by 2.2%, adding about 4,100 jobs. Leisure and hospitality also experienced a 2.4% increase, translating to an addition of around 3,600 jobs (Federal Reserve Bank of Dallas, 2024; The Business Journals, 2024; Bureau of Labor Statistics, 2024). The "True Rate of Unemployment," which accounts for individuals not actively seeking employment or those working part-time involuntarily, was reported at 27% in 2023, higher than the national average of 23%. This suggests that while job opportunities are increasing, many residents may still be underemployed or in positions that do not meet their financial needs (Axios, 2023). In summary, San Antonio's labor market exhibits positive growth trends, with significant contributions from key sectors.

**EDUCATION**

San Antonio's education system encompasses a wide network of public and private institutions across primary, secondary, and higher education levels. The San Antonio Independent School District (SAISD) serves around 45,000 students across 99 campuses, with a student-teacher ratio of 15:1 and a graduation rate of approximately 84% (U.S. News, 2024). Other major public districts in the area include Northside ISD and North East ISD, which serve the broader metro area. In 2023, many school districts across the region saw a decline in accountability ratings under the Texas Education Agency's A–F grading system, reflecting updated criteria in evaluating student progress and outcomes (Axios, 2024).

San Antonio is also home to several institutions of higher education. The University of Texas at San Antonio (UTSA), a public research university, is merging with UT Health San Antonio by 2025 to form a unified academic institution (Axios, 2024). UTSA is also expanding programs in fields such as artificial intelligence, cybersecurity, and data science, with enrollment in related programs increasing by 31% since 2019 (Axios, 2024).

Other higher education institutions in the city include St. Mary's University, Trinity University, and the University of the Incarnate Word, offering a range of undergraduate and graduate programs. The education sector in San Antonio continues to develop in response to population growth and evolving workforce demands. Multiple bond initiatives and infrastructure upgrades are underway in local school districts to improve facilities and integrate more technology into classrooms (SAISD, 2024).

**TOURISM**

Tourism and conventions play a vital role in San Antonio's economy, generating substantial economic activity and supporting a significant share of local employment. In 2023, the city welcomed 37.65 million

visitors, resulting in a record-breaking \$21.5 billion economic impact—an 11% increase over the prior year (Visit San Antonio, 2024). This activity supported more than 147,000 jobs, which accounted for roughly 13% of the metro area's workforce, and contributed \$277 million in local tax revenues (Meeting Spotlight, 2024).

The Henry B. González Convention Center is central to the city's visitor economy, hosting thousands of events annually and anchoring San Antonio's position as a competitive meetings and conventions destination. Plans are underway to expand the center by up to 200,000 square feet to attract larger national and international events (Axios, 2024). Additionally, major developments like Project Marvel—featuring a new arena, hotel, and entertainment district—aim to enhance the city's infrastructure for both leisure and business tourism (City of San Antonio, 2024). Events such as Fiesta San Antonio, which draws over 2.5 million attendees each year, further reinforce the city's cultural significance and economic reliance on tourism (Wikipedia, 2024). The recent hosting of the U.S. Travel Association's IPW conference, with nearly 5,000 global travel professionals in attendance, also positioned San Antonio for increased international exposure and visitation (Axios, 2023). Together, these initiatives underscore tourism and conventions as key pillars of the region's economic development strategy.

## **MILITARY**

San Antonio has a strong and long-standing military presence that plays a significant role in the city's economy and identity. Joint Base San Antonio (JBSA), which includes Fort Sam Houston, Lackland Air Force Base, and Randolph Air Force Base, is the largest joint base in the Department of Defense and the largest military installation in Texas. According to a 2021 economic impact study, JBSA contributed approximately \$39.2 billion to the Texas economy and supported more than 211,000 jobs across the region.

Randolph Air Force Base, located in Universal City just northeast of San Antonio, is often referred to as the "Showplace of the Air Force" due to its distinctive architecture and historic significance. It serves as the headquarters of the Air Education and Training Command (AETC), which oversees Air Force training worldwide. Randolph is a key hub for pilot instructor training, remotely piloted aircraft (RPA) pilot development, and various advanced flight training missions. The base is home to the 12th Flying Training Wing, responsible for training combat systems officers and instructor pilots, and plays a central role in shaping the next generation of Air Force leaders. The presence of highly specialized training operations and long-term assignments contributes to steady housing demand in surrounding communities.

Fort Sam Houston is home to Brooke Army Medical Center, the U.S. military's largest medical facility and the only Level I trauma center in the Department of Defense. The center employs over 8,000 personnel and provides care to both military and civilian patients. Additionally, Lackland AFB is recognized as the primary site for Air Force Basic Military Training, processing tens of thousands of recruits each year.

Port San Antonio, located on the former Kelly Air Force Base site, has transitioned into a 1,900-acre technology and innovation campus. It supports around 16,000 jobs and generates approximately \$5.6 billion in annual economic activity. The site is home to aerospace firms, cybersecurity companies, and advanced manufacturing operations, serving both commercial and defense sectors.

San Antonio continues to expand its defense-related capabilities. In 2024, the U.S. Air Force opened a research office at VelocityTX to facilitate collaboration between military and civilian researchers in areas such as traumatic brain injury and medical innovation. Furthermore, Texas Governor Greg Abbott announced the creation of the Texas Cyber Command, to be based in San Antonio, in order to strengthen statewide cybersecurity efforts and leverage the city's significant cyber industry and academic institutions such as UTSA.

Together, these military installations and initiatives make San Antonio a central hub for defense, medical training, cybersecurity, and technological research in the United States.

### **CONCLUSION**

San Antonio stands as a dynamic metropolitan area with a multifaceted economy anchored by strong sectors in military, healthcare, education, tourism, and technology. Its strategic role as home to Joint Base San Antonio and leading medical and research institutions supports both national defense and regional job creation. At the same time, the city's expanding convention and tourism industry continues to draw millions of visitors annually, significantly contributing to local revenue and employment. Investments in major development projects and educational initiatives further position San Antonio for sustained growth. As the region evolves, its economic resilience, strategic partnerships, and population growth reinforce its status as a leading center for innovation and opportunity in Texas and the broader U.S. Southwest.

## AREA/MARKET ANALYSIS

### Housing Market Overview

As of early 2025, Cibolo, Texas is experiencing steady growth in its housing market, fueled by its proximity to San Antonio, quality of life, and expanding infrastructure.

- Median Home Price: Approximately \$387,000, marking a 9.2% increase year-over-year.
- Average Home Price: Around \$418,000, with new construction homes averaging closer to \$499,000.
- Market Conditions: Homes are typically selling at about 98.3% of the list price, with a median time of 60 days to pending.
- Rental Market: The average rent is approximately \$1,840, offering slightly more affordability than nearby urban areas and appealing to both renters and investors.

### Economic & Retail Development

Cibolo is strategically located along the I-35 corridor and near Randolph Air Force Base, making it an attractive option for military families and commuters to both San Antonio and New Braunfels.

- Business-Friendly Climate: The city is actively pursuing smart-growth initiatives and long-term planning strategies to guide sustainable development.
- Major Employers: Local employment is driven by education, retail, light manufacturing, and defense-related contractors, with spillover benefits from nearby San Antonio and Randolph AFB.
- Retail Growth: Cibolo is seeing continued expansion in retail and dining, including new mixed-use developments that blend residential, commercial, and community spaces.

### Infrastructure & Connectivity

- Transportation Access: Cibolo offers direct access to I-35, Loop 1604, and FM 78, making it highly accessible to regional job centers and San Antonio International Airport.
- Population Growth: The population has surged over the past decade, making Cibolo one of the fastest-growing suburbs in the San Antonio metro area.
- Public Services: The city is known for its top-rated school districts (SCUCISD), well-maintained parks, and responsive emergency services, contributing to high livability scores and family appeal.

### Investment Outlook

The Cibolo market is well-positioned for continued residential and commercial growth due to:

- Proximity to major military installations and metro areas
- Strong public school ratings and family-oriented amenities
- Active retail and infrastructure expansion

- City investment in planning, zoning, and road improvements

Note: As of the effective date of this report, it has been reported that the existing sewer infrastructure in parts of Schertz/Cibolo is nearing capacity, which could pose a challenge for new development. Developers may face increased off-site costs related to utility extensions or capacity upgrades. As a result, entitled land with existing utility service agreements in place is in high demand, particularly for builders aiming to bring product to market quickly.

### Conclusion

Cibolo is increasingly viewed as a high-opportunity submarket within the greater San Antonio area. Its blend of livability, proximity to employment hubs, and expanding amenities makes it appealing to investors, developers, and homebuyers alike. While infrastructure limitations may affect short-term development timelines in certain areas, the long-term outlook remains strong due to robust demand and continued public and private investment.

### Lot Absorption Analysis

In order to estimate a forecasted absorption rate for the subject lots upon completion, we have researched lot sales in various subdivisions in the greater San Antonio Market area. It is noted that this information was derived from either takedown agreements, LOI's, or the actual deed records of the respective counties. Please refer to the chart to follow for a summary of the results.

Subdivision	Lot Type	Date	Months	Take Down	Month Rate	Notes
Flat Creek	50'x125' / 60'x130'	Jul-25	9	137	15.22	LOI
Highland Estates	1/2 Acre	Mar-25	14	41	3.00	Contract
Blue Ridge	35'x120' / 40'x120'	Jan-23	12	110	9.17	Deed Records
Annabelle Ranch	1/2 Acre	Jan-25	3	21	7.00	Contract
Annabelle Ranch	1/2 Acre	Jan-24	3	30	10.00	Contract
Vida Subdivision	40'x120' / 50'x120'	Mar-25	10	92	9.20	Contract
		<b>Min</b>	<b>3</b>	<b>21</b>	<b>3.00</b>	
		<b>Max</b>	<b>14</b>	<b>137</b>	<b>15.22</b>	
		<b>Avg</b>	<b>8</b>	<b>72</b>	<b>8.93</b>	

The subdivisions feature a range of absorption rates from a low of 3.00 to a high of 15.22 lots per month with an average of 8.93 lots per month. The developer has projected an absorption rate of 14 lots per quarter, or 4.67 lots per month, which is on the lower end of the range but considered reasonable given the larger half acre lot sizes. This equates to a total of 24.86 months. Thus, for purposes of this analysis, we have estimated that all lots will be absorbed within 25 months following completion of construction. These figures have been applied within the discounted cash flow grids within the Income Approach of this report.

## SITE DESCRIPTION/ZONING & ANALYSIS

<b>Location/Address:</b>	S/S of Green Valley Road, Cibolo, Guadalupe County, Texas
<b>Site Size:</b>	115.501 acres or 5,031,224 square feet
<b>Number of Units:</b>	116 Lots
<b>Configuration/Shape:</b>	Irregular
<b>Frontage:</b>	563.51' along the S/S of Green Valley Road, 3,679.26' along the north and west sides of Wiedner Road.
<b>Access/Visibility:</b>	Adequate
<b>Utilities:</b>	All available to the site.
<b>Soil Conditions/Drainage:</b>	We have not been provided with any soil reports. Based on our observations, soil and subsoil conditions are assumed to be typical of the area and adequate for the existing improvements and/or planned development with sufficient engineering. Based on our observations, the site has adequate drainage.
<b>Flood Plain:</b>	<p>FEMA Map Panel #: 48187CO230F Map Date: 11/2/2007 Flood Zone: AE, Regulatory Floodway, approximately 33% encumbered based on measurements from aerial mapping systems.</p> <p>Flood Zone AE is a designation by FEMA for areas at a high risk of flooding, particularly those near rivers, lakes, or coastlines. Properties in Zone AE are likely to be inundated during a flood with a 1% annual chance of occurrence, also known as a 100-year flood. This means that for a 100-year period, it's expected that this type of flood will occur once.</p> <p>The appraiser is not qualified to and has not completed a detailed flood risk analysis of the subject site, and this report does not guarantee the absence of flood risks. The client/intended users of this report are encouraged to seek additional information from local floodplain experts or environmental professionals to assess flood risk, if any, and any associated flood insurance premiums.</p>
<b>Land Use Restrictions:</b>	Based on the information available/provided and lack of title report provided for our review, we are unaware of any restrictions that would inhibit the subject development.

**Easements/Encumbrances:** We are unaware of any adverse easements or encumbrances. Further, we assume that the subject is void of any encroachments.

**Zoning:** **City/Municipality:** Cibolo  
**Zoning:** SF2 – Low Density Single-Family Residential  
**Definition:** According to the city of Cibolo, this district is established for large-lot single-family residential housing and is consistent with a very low density suburban/exurban development with housing arranged in conventional detached format with a maximum density of up to two (2) units per acre, to create a semi-rural setting of the City.  
**Current Use:** Rural residential use, Proposed Residential Subdivision  
**Legally Permissible:** Yes  
**Zoning Change:** N/A  
**Comments:** N/A

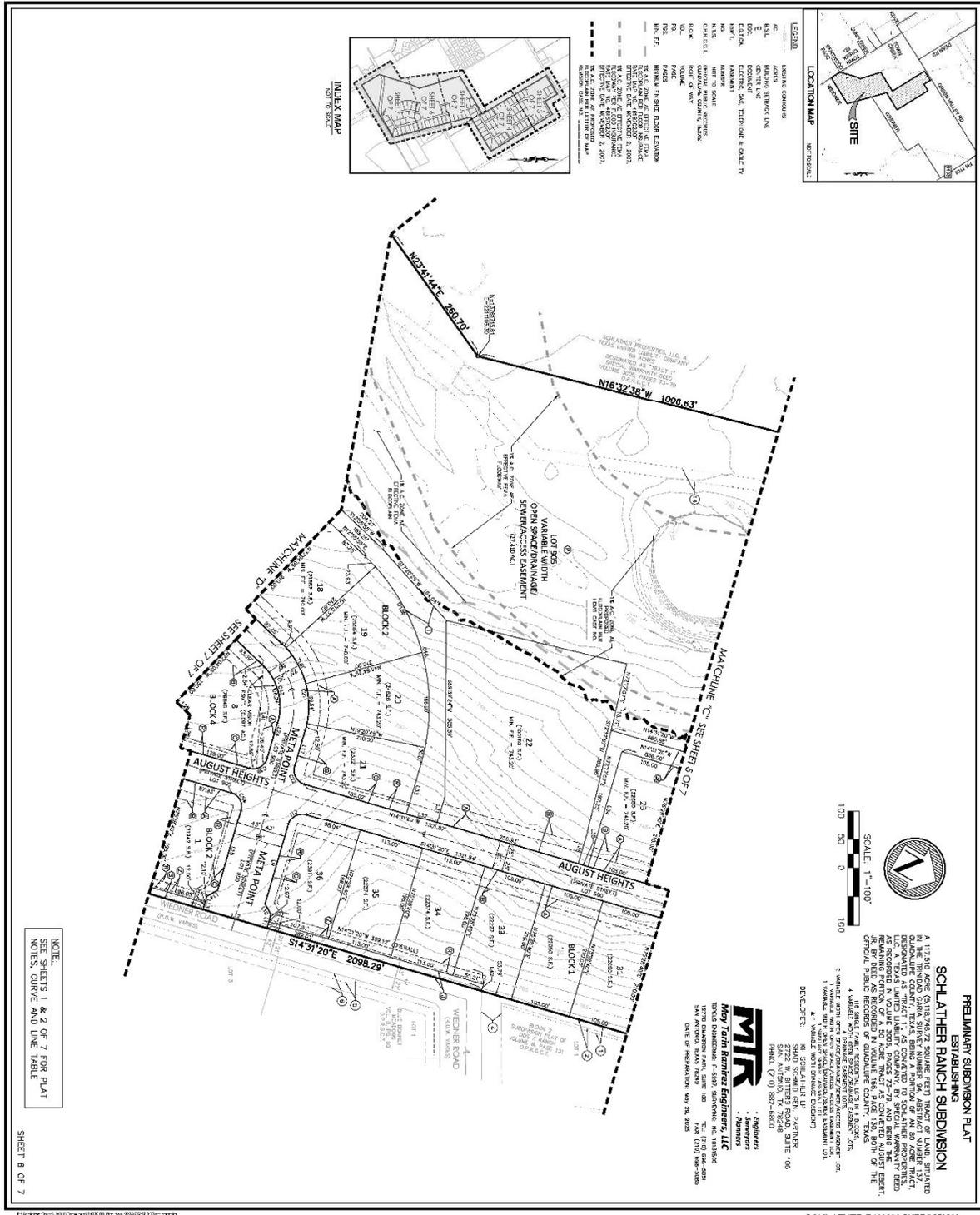
**Comments:** The subject property is to be developed with 116 residential half acre single-family lots, to be known as Schlather Tract. The lots will have a typical size of 110'x200' with 35' front setbacks, 25' rear setbacks, and 15' side setbacks. The subdivision will be a gated community with 50' private streets and no amenity center. The developer indicated that there are ongoing discussions with Cibolo for contribution of the flood plain area and/or building a multi-use trail system within the green area of the development.

Please see the following pages for several exhibits illustrating the subject site.







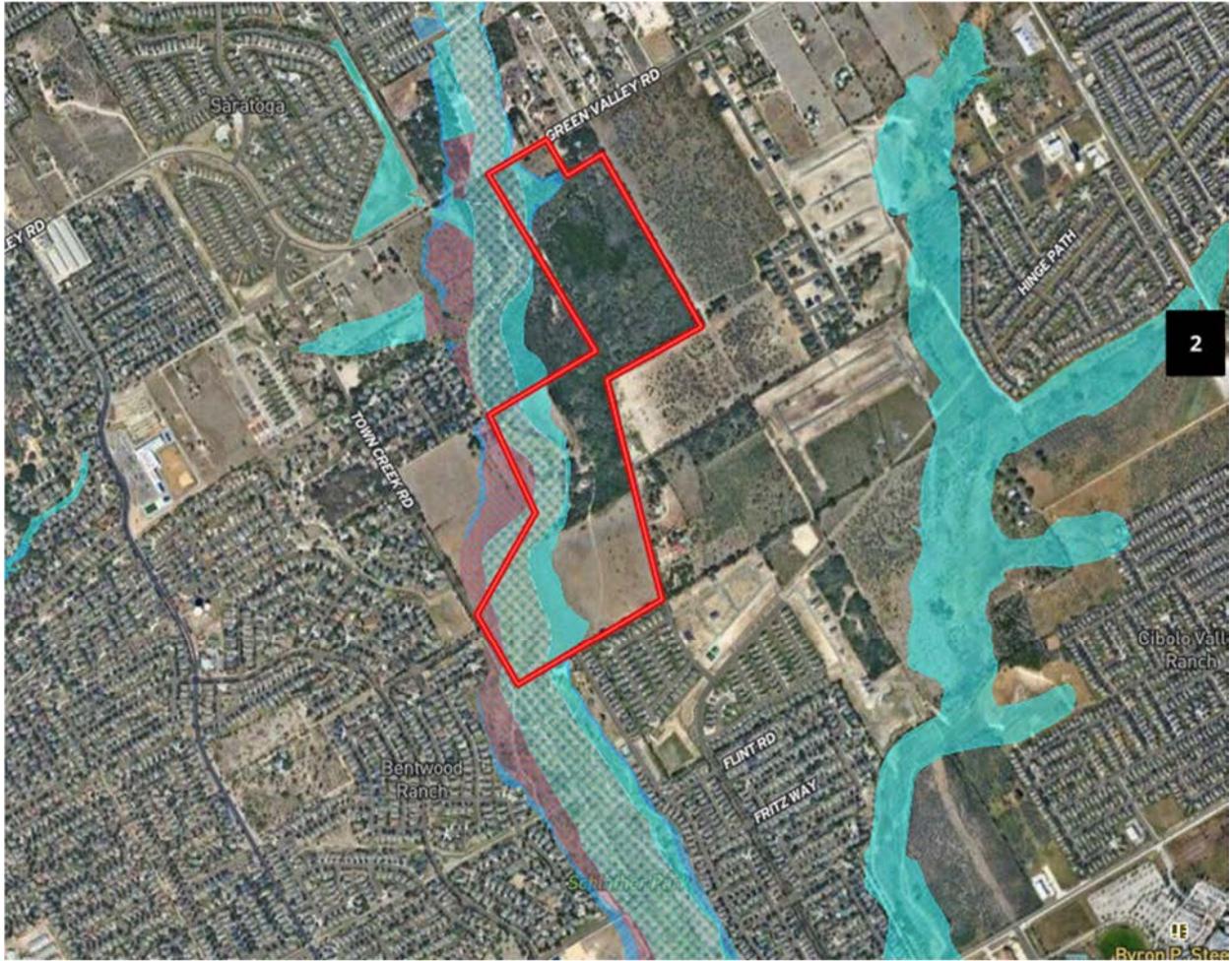


Approved Plat



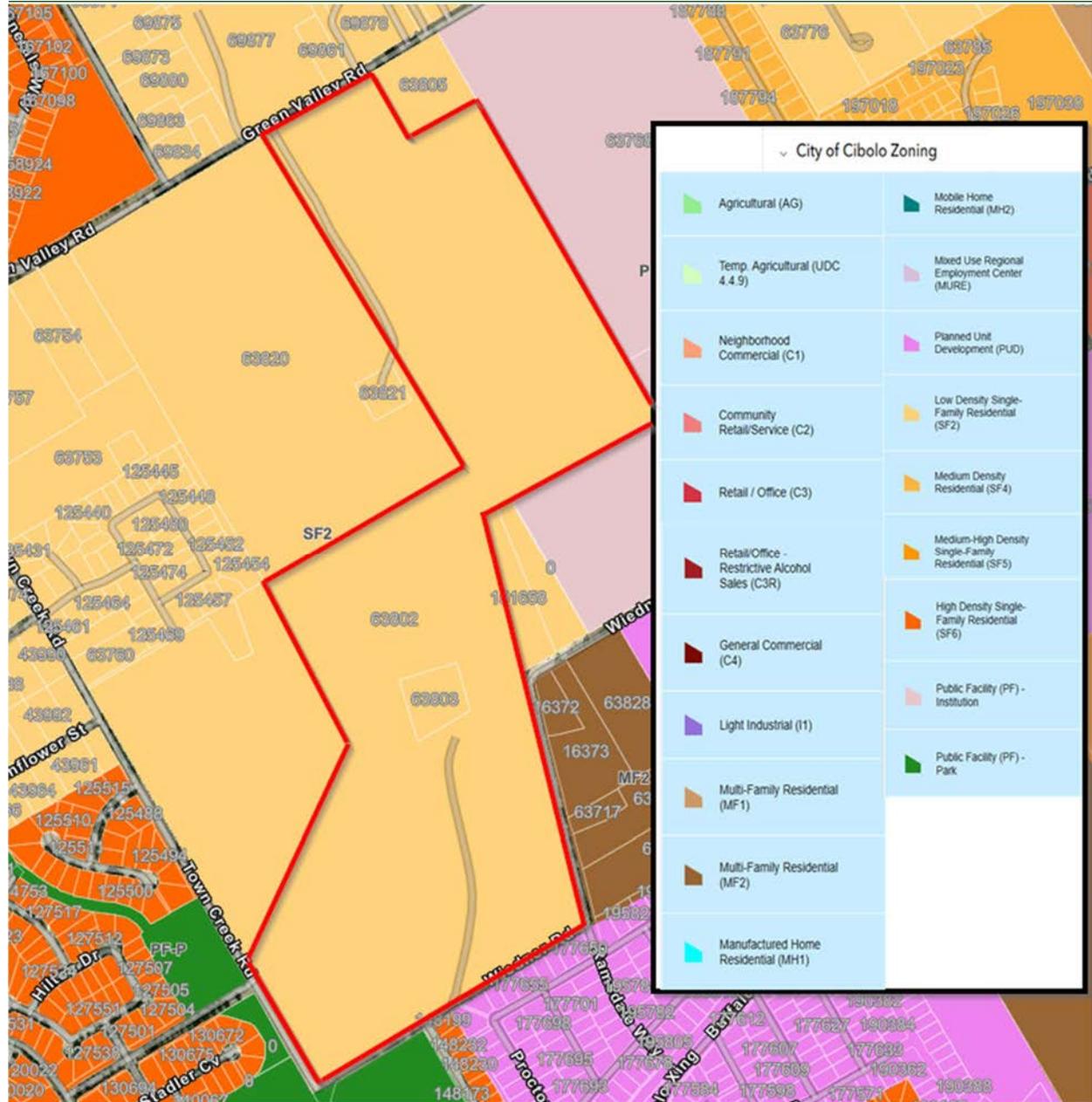






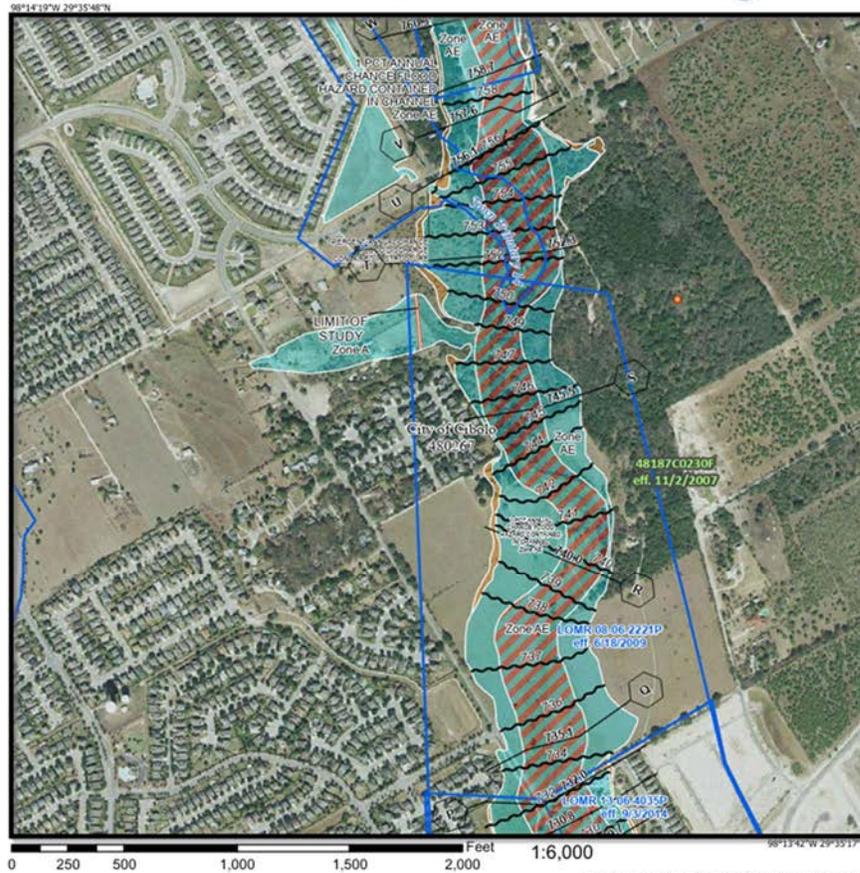
Aerial Map w/ Flood Plain Overlay





Zoning Map

# National Flood Hazard Layer FIRMette



## Legend

- SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
- SPECIAL FLOOD HAZARD AREAS**
- Without Base Flood Elevation (BFE) Zone A, V, AE
  - With BFE or Depth Zone AE, AD, AH, VE, AP
  - Regulatory Floodway
- OTHER AREAS OF FLOOD HAZARD**
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
  - Future Conditions 1% Annual Chance Flood Hazard Zone X
  - Area with Reduced Flood Risk due to Levee. See Notes. Zone X
  - Area with Flood Risk due to Levee Zone D
- OTHER AREAS**
- NO SCREEN Area of Minimal Flood Hazard Zone X
  - Effective LOMRs
  - Area of Undetermined Flood Hazard Zone D
- GENERAL STRUCTURES**
- Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
- OTHER FEATURES**
- Cross Sections with 1% Annual Chance Water Surface Elevation
  - Coastal Transect
  - Base Flood Elevation Line (BFE)
  - Limit of Study
  - Jurisdiction Boundary
  - Coastal Transect Baseline
  - Profile Baseline
  - Hydrographic Feature
- MAP PANELS**
- Digital Data Available
  - No Digital Data Available
  - Unmapped
- The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/1/2025 at 5:53 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifier, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Flood Map



## HIGHEST AND BEST USE ANALYSIS

Highest and Best Use is defined as “The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”<sup>3</sup>

### **AS VACANT**

#### **Legally Permissible**

In this case, the subject property is located within the city limits of Cibolo and is currently zoned SF-2, Low Density Single Family Residential with a an allowable density of two units per acre. The appraiser is unaware of any deed restrictions or other restrictive covenants that would prohibit the proposed development. Thus, residential use including the proposed half-acre lot development is allowable.

#### **Physically Possible**

Based on the site data as discussed within the Site Description section of this report, the subject site has adequate physical characteristics for a wide range of potential uses, including sufficient road frontage/access, usable configuration/topography (based on the provided site plan/plat), and has access to all public utilities. Further, the flood plain along the west boundary decreases the usable area of the site but is not considered to be overly adverse, given that there is adequate remaining usable land area. Thus, with a well-conceived site plan, virtually any legally permissible use of the subject is physically possible, limited only by the subject size, frontage, and utilities in the area. Thus, single family residential subdivision of the subject property is considered to be physically possible.

#### **Financially Feasible**

The subject property is located along the south side of Green Valley Road within Cibolo, Texas, where there is significant existing and ongoing residential subdivision development nearby. To the east of the subject is Mesa Western, a recent residential subdivision that includes 0.25 acre lots with average home pricing of \$725,000. This subdivision was developed by Chesmar Homes, who completed both the horizontal and vertical construction and is performing well, reportedly selling 2.5-3 completed homes per month. Thus, based on the significant demand and population growth forecasted in the subject area as well as the success of other recently constructed residential developments, the most probable financially feasible use would be for residential subdivision development. Further, it is noted that the net present value of the subject lots upon completion exceeds that of the Cost Approach, thereby indicating that the proposed development is feasible.

#### **Maximally Productive**

The maximally productive use is for residential subdivision development. This is substantiated and complimented by the surrounding uses in the subject area, as well as the previously mentioned highest and best use factors of influence.

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<sup>3</sup> The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

## SALES COMPARISON APPROACH – “AS IS”

### Methodology

In the Sales Comparison Approach, properties similar to the subject property that have been sold recently or for which listing prices or offers are known are compared to the subject property. Data from generally comparable properties is used, and comparisons are made to demonstrate a probable price at which the subject property would sell if offered on the market. Inherent in this approach is the principle of substitution, which states that a buyer will not pay more for a property than the cost of acquiring a comparable and equally desirable substitute, assuming no undue delays.

The following sequential steps are required within the Sales Comparison Approach to value.

1. Locate and confirm comparable sales that are similar to the subject property in terms of economic, physical, functional, and locational factors.
2. Select a unit of comparison such as the sales price per square foot, sales price per unit, sales price per acre, etc.
3. Identify differences in the comparable sales relative to the subject property, and apply any appropriate adjustments.
4. After adjustments, conclude a value for the subject property based on analysis and interpretation of the adjusted values of the comparables.

In the subject market, the most common units of comparison for entitled subdivision land is either the price per lot or price per acre. In this case, the price per acre has been utilized.

As noted previously, the subject property has achieved all necessary entitlements and all utility service agreements, with the only remaining soft costs being \$150,000 of engineering fees. Thus, the subject is considered to be paper lots given the relatively minimal amount of remaining soft costs to be incurred.

Therefore, to ascertain, the “as is” market value of the subject, we have conducted an extensive search for sales of entitled land tracts which were located in the subject’s immediate/nearby competitive market areas. In this case, our search included transfers between the time period of January 1, 2023 to present. The comparable sales are considered the best and most recent sales available for purposes of this analysis.

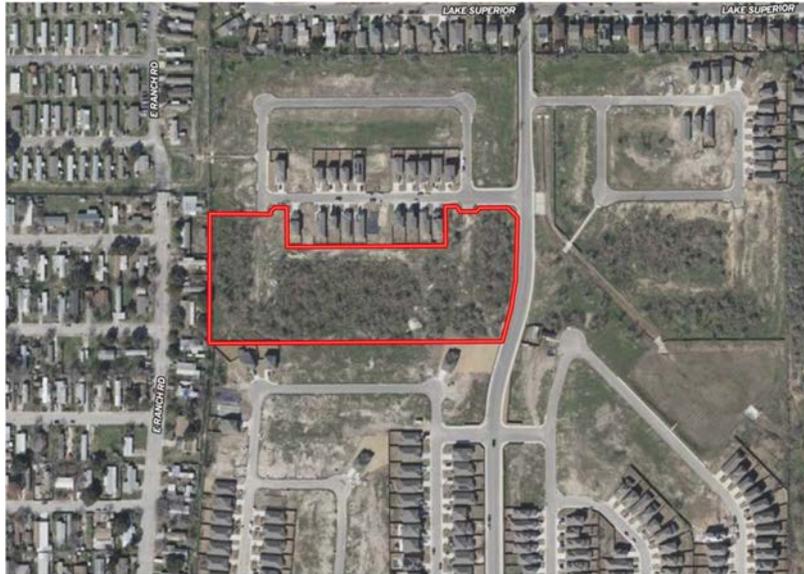
Please see the following pages for summaries of the comparables, which is followed by a Land Sales Map.

<b>Land Sale No. 1</b>
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<b><i>Property Identification</i></b>		<b><i>Sale Data</i></b>	
<b>Property Name:</b>	TBD	<b>Sale Date:</b>	July 11, 2025
<b>Address:</b>	N/S Lower Seguin Road Schertz, TX	<b>Grantor:</b>	Confidential
<b>Location:</b>	N/S Lower Seguin Road	<b>Grantee:</b>	Confidential
<b>County:</b>	Bexar	<b>Sale Conditions:</b>	Arm's Length
<b>MSA/Submarket:</b>	San Antonio/Schertz	<b>Property Rights:</b>	Fee Simple
<b>Tax ID:</b>	Confidential	<b>Sale Price:</b>	\$12,186,795
<b>Legal Description:</b>	167.471 ACRES OUT OF VARIOUS SURVEYS AND ABSTRACTS; BEXAR COUNTY, TX	<b>Financing:</b>	Cash to Seller
<b>Property Type:</b>	Vacant Land	<b>Verification:</b>	Contracts on file
<b><i>Land Data</i></b>		<b><i>Indicators</i></b>	
<b>Gross Acres/SF:</b>	167.471 Acres, 7,295,037 SF	<b>Sale Price/Unit:</b>	\$29,943/Unit
<b>Units:</b>	407	<b>Sale Price/AC:</b>	\$72,770/AC
<b>Shape:</b>	Irregular but usable		
<b>Topography:</b>	Mostly level		
<b>Utilities:</b>	All Except Sewer (see Remarks)		
<b>Flood Info:</b>	Approximately 17% 100-year flood plain along creek		
<b>Frontage:</b>	Lower Seguin Road		
<b><i>Comments</i></b>			

The property comprised a total of 167.471 acres located along the north side of Lower Seguin Road in Schertz, Texas. The two subject parcels were purchased from two sellers, with the total sale price being reflective of the purchase price of both parcels. The property was raw land at time of contract execution. Throughout the contract period, the buyer obtained entitlements for development of 407 residential lots. No sewer EDU's in place at time of sale.

## Land Sale No. 2

**Property Identification**

**Property Name:** Blue Ridge Ranch, Units 4 & 6  
**Address:** N/A  
 San Antonio, TX 78222  
**Location:** SWC Heather Meadow & Marble Caverns  
**County:** Bexar  
**MSA/Submarket:** San Antonio  
**Tax ID:** 1338972  
**Legal Description:** See Remarks  
**Property Type:** Subdivision

**Sale Data**

**Sale Date:** April 03, 2024  
**Grantor:** RAKMR I, LLC  
**Grantee:** Rosehaven at Blue Ridge Ranch, LLC  
**Sale Conditions:** Arm's Length  
**Property Rights:** Fee Simple  
**Sale Price:** \$1,104,500  
**Financing:** Cash to Seller  
**Verification:** Reliable 3rd Party

**Land Data**

**Gross Acres/SF:** 7.314 Acres, 318,598 SF  
**Units:** 47  
**Shape:** Slightly Irregular  
**Topography:** Level  
**Utilities:** All available  
**Flood Info:** None  
**Frontage:** Heather Meadow, Marble Caverns

**Indicators**

**Sale Price/Unit:** \$23,500/Unit  
**Sale Price/AC:** \$151,012/AC

**Comments**

The property consists of 7.314 acres of land, being 47 entitled and engineered paper lots as of the date of sale.

**LEGAL DESCRIPTION:**

Unit 4: Lots 1-33, Block 22, and Lots 1-14, Block 23, Blue Ridge Ranch Subdivision Unit 4 and Lot 93, Block 2, Blue Ridge Ranch Subdivision Unit 1A, A Subdivision in Bexar County, Texas.

Unit 6: Being a subdivision plat of 7.314 acres out of a 18.70 acre tract of land recorded in Doc #20200251570 of the Official Public Records of Bexar County, Texas, also being out of the Nepomacino Montoya Survey Number 21, Abstract 469, in New City Block 35132, and establishing Lots 34-65, 903, Block 22; Lots 13-27, Block 24 and Public R.O.W., N.C.B. 18440, San Antonio, Bexar County, Texas.

**Land Sale No. 3**



**Property Identification**

**Property Name:** TBD  
**Address:** N/A  
 San Antonio, TX 78244  
**Location:** S/S Firestone Parkway  
**County:** Bexar  
**MSA/Submarket:** San Antonio  
**Tax ID:** 1392489  
**Legal Description:** See Remarks  
**Property Type:** Subdivision

**Sale Data**

**Sale Date:** October 11, 2023  
**Grantor:** VT Woodlake, Ltd.  
**Grantee:** Jabez Development, LP  
**Sale Conditions:** Arm's Length  
**Property Rights:** Fee Simple  
**Sale Price:** \$1,980,000  
**Financing:** Cash to Seller  
**Verification:** Reliable 3rd Party

**Land Data**

**Gross Acres/SF:** 15.898 Acres, 692,517 SF  
**Units:** 98  
**Shape:** Slightly Irregular  
**Topography:** Level  
**Utilities:** Electricity/Telephone  
**Flood Info:** None  
**Frontage:** Firestone Parkway

**Indicators**

**Sale Price/Unit:** \$20,204/Unit  
**Sale Price/AC:** \$124,544/AC

**Comments**

The property consists of 15.898 acres of land, being 98 entitled and engineered paper lots as of the date of sale. The average lot width is expected to be 40'.

**LEGAL DESCRIPTION:**

A 15.898 acre tract of land, situated in the Josefa Leal Survey No. 39, Abstract 420, County Block 5080, Bexar County, Texas, out of the remaining portion of the Woodlake Acres, LLC. 125.521 acre tract, called Tract 2, described in the Deed recorded in Document No. 20170241904, Official Public Records of Bexar County, Texas {D.P.R.}.

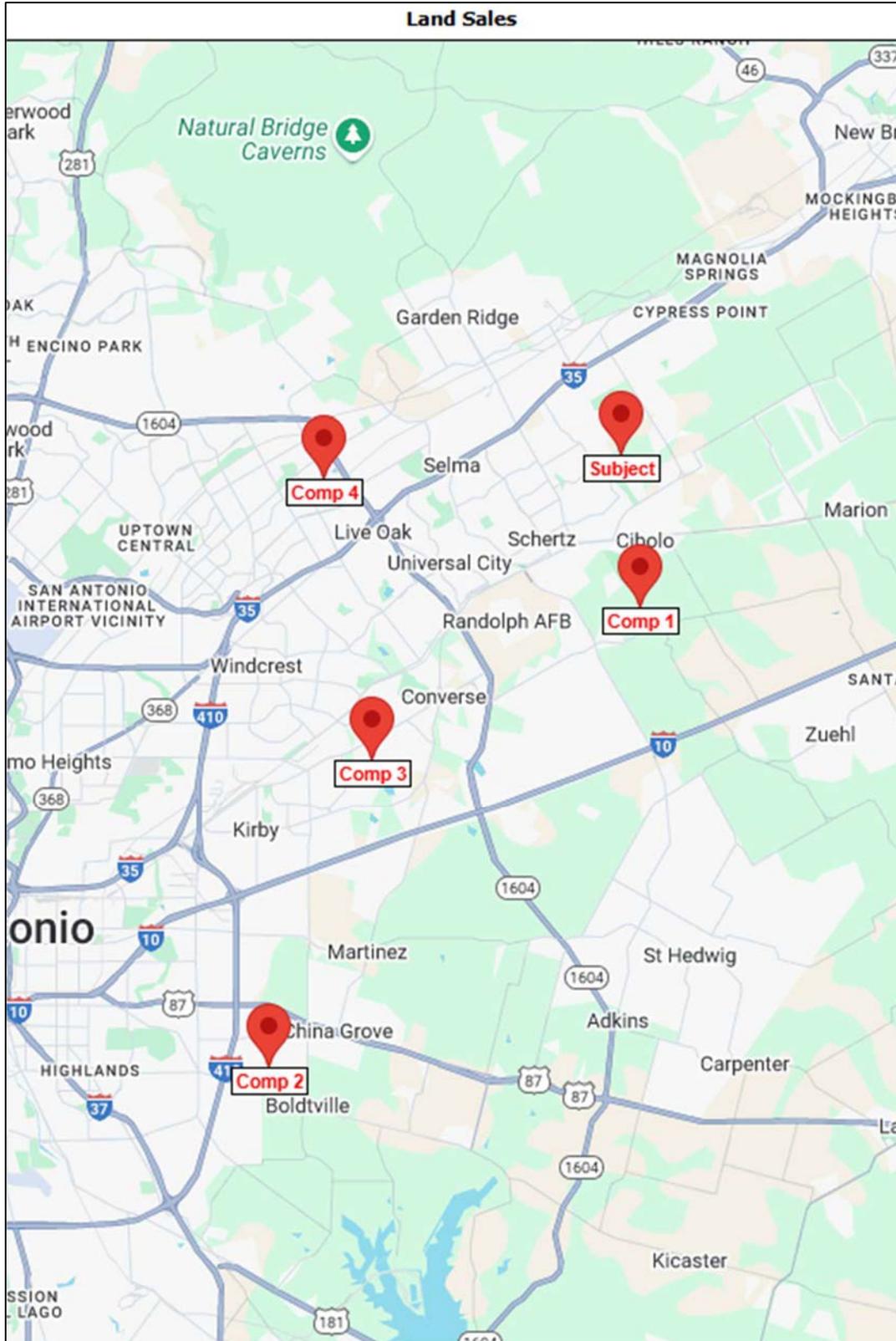
## Land Sale No. 4



<i>Property Identification</i>		<i>Sale Data</i>	
<b>Property Name:</b>	Comanche Ridge	<b>Sale Date:</b>	May 12, 2023
<b>Address:</b>	N/A	<b>Grantor:</b>	Ovaro Investments LLC
<b>Location:</b>	San Antonio, TX 78233 E/S Toepperwein Rd, Between Raintree Path & Nacogdoches Road	<b>Grantee:</b>	Meritage Homes of Texas
<b>County:</b>	Bexar	<b>Sale Conditions:</b>	Arm's Length
<b>MSA/Submarket:</b>	San Antonio/Northeast	<b>Property Rights:</b>	Fee Simple
<b>Tax ID:</b>	619756	<b>Sale Price:</b>	\$4,889,500
<b>Legal Description:</b>	Comanche Ridge Proposed Lots 1-82 BLK 36 & Lots 1-45, BLK 38, Unit 4	<b>Financing:</b>	Cash to Seller
<b>Property Type:</b>	Subdivision	<b>Verification:</b>	Reliable 3rd Party
<i>Land Data</i>		<i>Indicators</i>	
<b>Gross Acres/SF:</b>	44.061 Acres, 1,919,297 SF	<b>Sale Price/Unit:</b>	\$38,500/Unit
<b>Units:</b>	127	<b>Sale Price/AC:</b>	\$110,971/AC
<b>Shape:</b>	Slightly Irregular		
<b>Topography:</b>	Level to sloping		
<b>Utilities:</b>	All available		
<b>Flood Info:</b>	None		
<b>Frontage:</b>	Comanche Parkway		

**Comments**

Represents the sale of 127 paper lots in the Comanche Ridge Subdivision, Unit 4. Typical lot size is 45' x 120'. Subject lots were transferring from Ovaro Investments LLC to Meritage Homes on the basis of \$38,500 per paper lot in a bulk purchase. This unit is 44.061 acres as 127 paper lots. Homes in the development are in the \$350,000-\$550,000 price range.



LAND SALES MAP

**Derivation of Adjustments**

Please refer to the following discussion of the adjustment processes. It is noted that we have included only discussions relating to the categories warranting adjustments, as all other categories are considered similar with no adjustments required.

**Market Conditions**

Based on our observations in the subject market area, we have applied upward adjustments to each sale on the basis of 3.0% per year, which is considered as being reasonable and supportable. Sale 5 is currently pending and is considered similar in this regard, warranting no adjustment.

**Size (AC)**

Typically, there is an inverse relationship between size and unit price, with larger parcels generally selling for less per unit compared to smaller parcels. The comparables have been adjusted accordingly. These adjustments are well founded and market supported.

**Location**

The subject is located along the south side of Green Valley Road within the city of Cibolo in east Guadalupe County, where there is significant ongoing residential development occurring. In this case, Sales 1 and 2 are inferior and warranted the noted upward adjustments given their locations within areas of San Antonio that are experiencing less significant demand and/or lower premiums paid for residential lots. The remaining sales are similar in this regard and warranted no adjustments.

**Utilities**

The subject property currently has access to all public utilities including electricity/telephone, water, and sewer, having received all "will serve" letters. Thus, Sales 1 and 3 warranted upward adjustments to varying degrees for their lack of water and/or sewer utilities. The remaining sales were similar in this regard and warranted no adjustments.

**Entitlements/Approvals**

The subject property has reportedly achieved all necessary entitlements and approvals for the proposed development and is considered to represent paper lots given the relatively minimal remaining soft costs to be incurred of \$150,000 for remaining engineering fees. Thus, all sales are similar other than Sale 1, which warranted an upward adjustment given its inferior approvals in place.

**Flood Plain**

Approximately 33% of the subject property is encumbered by the 100 year flood plain and floodway, which significantly reduces the overall usable land area. Thus, all sales warranted the noted downward adjustments given their less severe flood plain encumbrance or lack of flood plain. The noted adjustments are considered as being reasonable and supportable in this case.

Please see the following page for the Adjustment Grid – Land Sales.

## ADJUSTMENT GRID - LAND SALES

	SUBJECT	SALE #1	SALE #2	SALE #3	SALE #4
Subdivision	Schlather Ranch	TBD	Blue Ridge Ranch, Units 4 & 6	TBD	Comanche Ridge
Location/Address	S/S Green Valley Road	Confidential	SWC Heather Meadow & Marble Caverns	S/S Firestone Pkwy	E/S Toepperwein Road
City, State	Schertz, TX	Schertz, TX	San Antonio, TX	San Antonio, TX	San Antonio, TX
County	Guadalupe	Bexar	Bexar	Bexar	Bexar
Size (AC)	115.501 AC	167.471 AC	7.314 AC	15.898 AC	44.061 AC
Size (SF)	5,031,224 SF	7,295,037 SF	318,598 SF	692,517 SF	1,919,297 SF
Number of Lots	116	407	47	98	127
Date of Sale	-	7/11/2025	4/3/2024	10/11/2023	5/12/2023
Sale Price	-	\$12,186,795	\$1,104,500	\$1,980,000	\$4,889,500
<b>Unit Price</b>	-	<b>\$72,770 / AC</b>	<b>\$151,012 / AC</b>	<b>\$124,544 / AC</b>	<b>\$110,971 / AC</b>
<b>TRANSACTIONAL ADJUSTMENTS</b>					
Property Rights	-	0%	0%	0%	0%
Terms of Sale/Financing	-	0%	0%	0%	0%
Conditions of Sale	-	0%	0%	0%	0%
Expenditures After Sale	-	0%	0%	0%	0%
<b>Adjusted Unit Price</b>	-	<b>\$72,770 / AC</b>	<b>\$151,012 / AC</b>	<b>\$124,544 / AC</b>	<b>\$110,971 / AC</b>
Market Conditions	-	0.03%	3.85%	5.28%	6.53%
<b>Adjusted Unit Price</b>	-	<b>\$72,794 / AC</b>	<b>\$156,821 / AC</b>	<b>\$131,126 / AC</b>	<b>\$118,222 / AC</b>
Size (AC)	115.501	167.471	7.314	15.898	44.061
Location	Schertz, TX				
Access/Frontage	Average				
Utilities	All Available				
Site Infrastructure	None				
Entitlements/Approvals	Paper Lots				
Flood Plain	33%	-15%	-30%	-30%	-30%
Special Conditions/Other	N/A				
Gross Adjustments	-	30%	80%	80%	40%
Net Adjustments	-	0%	-60%	-40%	-40%
<b>Indicated Unit Value</b>	-	<b>\$72,794</b>	<b>\$62,728</b>	<b>\$78,676</b>	<b>\$70,933</b>

**Conclusion**

After adjustments, the comparable sales analyzed and presented herein indicate a range of adjusted sale prices per unit from a low of \$62,728 per unit to a high of \$78,676 per unit, with a mean and median indication of \$71,283 per unit and \$71,863 per unit respectively. In this case, all sales are considered adequate indicators and have been given equal consideration. Thus, we have concluded on the basis of \$71,500 per unit. When applied to the subject's 115.501 acres, the value indication is \$8,258,322.

To ascertain the current "as is" market value of the subject, we have deducted the remaining engineering costs of \$150,000, which are the only remaining costs to be incurred before achieving paper lot status as reported by the developer. When these figures are deducted, the concluded "as is" market value of the subject property is \$8,110,000, after rounding.

Please see the following page for the summary table.

<b>Adjusted Values</b>	
Minimum	\$62,728
Maximum	\$78,676
Mean	\$71,283
Median	\$71,863
Unit Value Conclusion	\$71,500
Size (AC)	115.501
Value Indication (Fully Entitled Land)	\$8,258,322
<b>LESS: REMAINING ENGINEERING COSTS</b>	<b>-\$150,000</b>
<b>MARKET VALUE - "AS IS"</b>	<b>\$8,110,000</b>

## COST APPROACH-SUBJECT LOTS

The Cost Approach consists of an analysis of the physical value of the property. The principal of substitution, the underlying rationale of this approach holds that no prudent person will pay more for a property than the price of the site and the cost of constructing without undue delay, an equally desirable and useful property. The subjects in the cost approach include estimating the land value as if vacant; the improvements replacement cost to include indirect costs; the overall depreciation to include physical, functional, and external obsolescence; plus, entrepreneurial profit.

We have received the actual cost estimates from the borrower. The costs will be discussed in detail below. It is noted that the concluded value from the Cost Approach is an indication of the market value of the subject property upon completion of construction.

### Hard Cost Estimate

The hard costs as reported by the borrower for the subject for the subject is \$6,405,801, or \$55,222 per lot. In this case, the total costs are inclusive of a contingency factor of 10% or \$582,346, which has been estimated by the developer and is considered typical of similar speculative developments.

These costs include onsite/offsite water improvements, onsite sanitary sewer improvements, drain improvements, street improvements, off-site street improvements, site improvements, contingencies, and miscellaneous fees. The table below summarizes cost comparables of other subdivisions in the San Antonio area of similar type developments.

HARD COST COMPARABLES					
Subdivision	County	Date	Hard Costs	# Lots	Hard Costs/Lot
Flat Creek Phase 4	Bexar	Aug-24	\$3,606,633	92	\$39,203
Rodeo Drive	Comal	Apr-24	\$3,085,365	100	\$30,854
Meagans Landing Phase 1	Medina	Feb-22	\$2,488,000	54	\$46,074
Potranco Oaks Unit 6	Medina	Feb-22	\$1,959,137	40	\$48,978
Waycross Road	Atascosa	Mar-23	\$3,142,086	118	\$26,628
Vista Ridge Phase 3	Bexar	Bexar	\$2,989,424	73	\$40,951
Clark Avenue	Bexar	Bexar	\$999,839	27	\$37,031
Windsong at Boerne Stage	Bexar	Bexar	\$10,254,858	151	\$67,913
Lakeway Estates Phase 1	Aransas	Aransas	\$3,773,836	99	\$38,120
Potranco Oaks Unit 5	Medina	Medina	\$1,352,191	29	\$46,627
		<b>Min</b>	<b>\$999,839</b>	<b>27</b>	<b>\$26,628</b>
		<b>Max</b>	<b>\$10,254,858</b>	<b>151</b>	<b>\$67,913</b>
		<b>Avg</b>	<b>\$3,365,137</b>	<b>78</b>	<b>\$42,238</b>
		<b>Med</b>	<b>\$3,037,395</b>	<b>\$83</b>	<b>\$40,077</b>

The cost comparables included herein provide a range of hard cost per lot of \$26,628 to \$67,913, with a mean and median cost per lot of \$42,238 and \$40,077, respectively. The costs as submitted by the developer of \$55,222 per lot are bracketed, but on the upper end of the range. However, it is noted that

the provided costs are for the entire development in one phase, with the construction of internal collector streets, landscaping, gated entry, monument signage, etc. all being included and thereby inflating the total cost over many of the hard costs noted in the table for latter phases of their respective developments. Additionally, it is reasonable to forecast higher costs per lot for the subject given their larger size, being half acre. Thus, I have utilized the provided cost figures for purposes of this analysis, as they are the actual costs to be incurred by the developer for the proposed project.

### **Soft Cost Estimate**

These costs typically include engineering, legal, soil tests, environmental study, etc. Soft Costs typically range between 10% and 30% of the total costs. The estimated costs per the developer are estimated to be \$1,252,120, which equates to approximately 16% of the total costs and is considered reasonable with regard to the subject development.

In this case, the developer has reportedly spent a total of \$314,000 in soft costs with \$150,000 remaining before achieving paper lot status. Thus, for purposes of this analysis, we have calculated a soft cost figure to be applied of \$938,120, which is representative of the remaining soft cost estimates to be incurred as of the effective date of this report. This is considered reasonable given that we have added the “as is” market value of the subject entitled land as opposed to underlying market value of the land as if it were unentitled.

### **Total Construction Costs**

When the hard and soft cost estimates are combined, the total construction costs equate to \$7,343,921 or \$63,310 per lot.

### **Total Development Costs**

When the current “as is” market value of the subject land is added back of \$8,110,000, the total development cost equates to \$15,453,921.

### **Entrepreneurial Profit**

In order to induce or attract a developer to a subdivision of this magnitude, one would expect a profit above and beyond the normal cost of doing business. This would be the entrepreneurial profit earned for creating and funding the project as a speculative venture. Conversations with developers and investors indicate that this category would be expressed as a percentage of the total construction costs from 10% to 30%. However, the application of the “as is” market value of the entitled land within the Cost Approach is representative of a majority of the profit to be realized for lot development. Further, this is an analysis of proposed lots and does not include the profit to be commanded over the sellout. Thus, a more conservative profit factor of 3% has been applied on the total development costs.

Please see the following page for a summary of the Cost Approach.

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**COST APPROACH - RESIDENTIAL LOTS**


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		<b>Total</b>	<b>Per Lot</b>
Hard Cost Estimate		\$6,405,801	\$55,222
<u>Soft Cost Estimate (Not Yet Incurred)</u>	+	<u>\$938,120</u>	<u>\$8,087</u>
Total Construction Costs		\$7,343,921	\$63,310
<u>Add: "AS IS" Land Value</u>	+	<u>\$8,110,000</u>	<u>\$69,914</u>
Total Development Cost		\$15,453,921	\$133,223
<u>Entrepreneurial Profit - 3%</u>	+	<u>\$463,618</u>	<u>\$3,997</u>
<u>Total</u>		<u>\$15,917,539</u>	<u>\$137,220</u>
Rounded		\$15,920,000	\$137,000

**Conclusion**

After adding the Entrepreneurial Profit, the concluded prospective market value regarding the subject property by the Cost Approach upon completion of the development of 116 single family residential lots will be \$15,920,000, after rounding.

## AVERAGE INDIVIDUAL RETAIL VALUE PER LOT

In the conclusion of the average individual retail value per lot, we have undertaken a Sales Comparison Approach. The Sales Comparison Approach analyzes the sales of similar lot sales within the subject neighborhood or competing areas of the San Antonio MSA.

### Methodology

In the Sales Comparison Approach, properties similar to the subject property that have been sold recently or for which listing prices or offers are known are compared to the subject property. Data from generally comparable properties is used, and comparisons are made to demonstrate a probable price at which the subject property would sell if offered on the market. Inherent in this approach is the principle of substitution, which states that a buyer will not pay more for a property than the cost of acquiring a comparable and equally desirable substitute, assuming no undue delays.

The following sequential steps are required within the Sales Comparison Approach to value.

1. Locate and confirm comparable sales that are similar to the subject property in terms of economic, physical, functional, and locational factors.
2. Select a unit of comparison such as the sales price per square foot, sales price per unit, sales price per acre, etc.
3. Identify differences in the comparable sales relative to the subject property, and apply any appropriate adjustments.
4. After adjustments, conclude a value for the subject property based on analysis and interpretation of the adjusted values of the comparables.

### Individual Retail Lot Valuation

In this case, the Sales Comparison Approach has been utilized in order to estimate the average individual retail value of the subject lots. In this case, comparable size residential lot sales are scarce in the immediate area with most being notably smaller than the subject half acre lots. Thus, we have expanded our search to other nearby/competitive market areas where more recent sales of similar size lots were available. The comparables are considered the best and most recent sales for purposes of this analysis.

Developers and builders often analyze residential lots on the basis of their front foot, being the linear feet of frontage for a typical lot within a subdivision. It is noted that the developer's quoted pricing for the subject half-acre lots is \$185,000 or \$1,682 per front foot.

Please see the following pages for a map denoting the location of the comparables to be followed by a summary table of the comparable retail lot sales.



**SUMMARY OF COMPARABLES - RESIDENTIAL LOTS**

#	Subdivision	County	Lot Type	Sale Date	# Lots	Lot Price	Price	Annual	Builder	Confirmation
							PFF	Escalator		
1	Confidential	Bexar	80x120	Pending	100	\$136,000	\$1,700	7%	Multiple	Developer
2	Confidential	Bexar	70x120	Pending	96	\$127,400	\$1,820	7%	Multiple	Developer
3	Annabelle Ranch	Bexar	Half Acre	1/1/2025	21	\$108,000	\$982	One Take	M/I Homes	Developer
4	Highland Estates Unit 3	Bexar	Half Acre	2/4/2025	2	\$140,000	\$1,273	7%	Sitterle	Closing Stmt
5	Kinder Ranch	Bexar	65x120	11/1/2024	10	\$125,000	\$1,923	N/A	Ashton Woods	Closing Stmt

**Derivation of Adjustments**

Please refer to the following discussion of the adjustment processes. It is noted that we have included only discussions relating to the categories warranting adjustments, as all other categories are considered similar with no adjustments required.

**Market Conditions**

Based on our observations in the subject market area, we have applied upward adjustments to each sale on the basis of 6.0% per year, which is considered to be reasonable and supportable given typical escalators observed in the subject market for residential lots ranging from 5.0% to upwards of 7.0% in some cases. Sales 1 and 2 are currently pending and warranted no adjustments.

**Front Feet**

Typically, there is an inverse relationship between size and unit price, as larger lots with more linear feet of frontage typically sell for less per front foot as compared to lots smaller lots with less linear feet of frontage. The comparables have been adjusted accordingly. These adjustments are well founded and market supported.

**Location**

The subject is located along the south side of Green Valley Road within the city of Cibolo in east Guadalupe County, where there is significant ongoing residential development occurring. In this case, Sale 3 is inferior and warranted the noted upward adjustment given its location further south of the subject within a more remote area which is experiencing less significant demand and lower premiums paid for residential lots. The remaining sales are similar in this regard and warranted no adjustments.

**Utilities**

The subject lots will be serviced by all public utilities, including water and sewer. Thus, Sales 3 and 4 warranted upward adjustments for their lack of sewer utilities. The remaining sales were similar in this regard and warranted no adjustments.

Please see the following page for the Adjustment Grid – Lot Valuation.

## ADJUSTMENT GRID - LOT VALUATION

	SUBJECT		SALE #1		SALE #2		SALE #3		SALE #4		SALE #5	
Subdivision	Schlather Ranch		CONFIDENTIAL		CONFIDENTIAL		Annabelle Ranch		Highland Estates Unit 3		Kinder Ranch	
-	Front	Depth	Front	Depth	Front	Depth	Front	Depth	Front	Depth	Front	Depth
Lot Size	110	200	80	120	70	120	110	200	110	200	65	120
Date of Sale	-		PENDING		PENDING		1/1/2025		2/4/2025		11/1/2024	
Lot Price	-		\$136,000		\$127,400		\$108,000		\$140,000		\$125,000	
Lot Price Per Front Foot (FF)	-		\$1,700 FF		\$1,820 FF		\$982 FF		\$1,273 FF		\$1,923 FF	
<b>TRANSACTIONAL ADJUSTMENTS</b>												
Market Conditions	-		0.00%		0.00%		3.21%		2.65%		4.21%	
Adjusted Unit Price	-		\$1,700 FF		\$1,820 FF		\$1,013 FF		\$1,306 FF		\$2,004 FF	
Front Feet	110		80 -5%		70 -10%		110 0%		110 0%		65 -10%	
Location	Schertz, TX		0%		0%		40%		0%		0%	
Utilites	Average		0%		0%		15%		15%		0%	
Amenities	All Available		0%		0%		0%		0%		0%	
Gross Adjustments	-		5%		10%		55%		15%		10%	
Net Adjustments	-		-5%		-10%		55%		15%		-10%	
Indicated Unit Value	-		\$1,615		\$1,638		\$1,571		\$1,502		\$1,804	

**Conclusion**

After adjustments, the comparable sales analyzed and presented herein indicate a range of adjusted sale prices per front foot from a low of \$1,502 per unit to a high of \$1,804 per unit, with a mean and median indication of \$1,626 per unit and \$1,615 per unit respectively. In this case, all sales are considered adequate indicators and have been given equal consideration. Thus, we have concluded on the basis of \$1,620 per unit. When applied to the front feet of a typical half acre lot within the subject subdivision, being 110 feet, the concluded retail value per lot is \$178,000, after rounding.

**Adjusted Values**

Minimum	\$1,502
Maximum	\$1,804
Mean	\$1,626
Median	\$1,615
Unit Value Conclusion	\$1,620
Front Feet	110
<b>RETAIL VALUE PER LOT</b>	<b>\$178,000</b>

The concluded retail value for the subject lots is considered as being further supported by typical lot value to improved value ratios for similar type developments. We have observed typical allocated lot values for similar newly constructed residential and multi-family housing from a low of 15% to upwards of 30% of the overall value. The conclusion herein of \$178,000 equates to 24% of the developer's anticipated starting pricing for the completed residences of \$750,000. This figure is well bracketed by the observed market range and considered to provide further support to the conclusion herein.

## INCOME APPROACH

### Discounted Cash Flow Analysis- 116 Lots

The sell-out period for a development similar to the subject property is typically estimated by analyzing historical trends in lot absorption in other nearby developments. As was fully discussed and developed in the *Market Analysis* section of this report we have concluded on an absorption of 25 months. This would also be 4.64 lots per month.

The average individual retail value of the subject lots was concluded at \$178,000 per lot. Therefore, the retail value of all 116 lots is \$20,648,000.

### Discount Rate

The PWC Real Estate Investor Survey is a survey of developers and appraisers that is done every six months and provides a range and a mean of capitalization rates for land development. Free-and-clear discount rates including developer's profit range from 12.0% to 30.0% and average 17.00% in the 4th Quarter of 2024 which is a 213-basis point decrease from six months ago. This average assumes that entitlements are in place and includes developer's profit. According to the US Census Bureau, residential construction for residential housing was down 0.5% for single family residential development year over year from June 2024 versus June 2025.

The 2nd Quarter 2025 Developer Survey from Realtyrates.com reports that, site built residential rates featured an overall increase from 32.64% average to 33.01% over the past quarter. Site-Built Residential Developments indicate an overall range from 14.66% to 51.04% with an average of 33.01%. Developments with under 100 units featured a range from 14.66% to 44.00% with an average of 29.47%. Developments with over 100 units featured a range from 15.02% to 48.40% with an average of 31.87%.

RealtyRates.com DEVELOPER SURVEY - 2nd Quarter 2025*						
National - Subdivisions & PUDs						
	Actual Rates			Pro-Forma Rates		
	Min	Max	Avg	Min	Max	Avg
<b>Site-Built Residential</b>	14.66%	51.04%	33.01%	14.07%	49.00%	31.63%
-100 Units	14.66%	44.00%	29.47%	14.07%	42.24%	28.29%
100-500 Units	15.02%	48.40%	31.87%	14.42%	46.46%	31.20%
500+ Units	15.39%	50.60%	33.16%	14.77%	48.57%	33.10%
Mixed Use	15.76%	51.04%	33.56%	15.12%	49.00%	33.50%
<b>Manufactured Housing</b>	15.11%	55.70%	36.29%	14.51%	53.47%	34.16%
-100 Units	15.11%	48.43%	32.57%	14.51%	46.49%	30.65%
100-500 Units	15.49%	53.27%	35.24%	14.87%	51.14%	33.83%
500+ Units	15.87%	55.70%	36.68%	15.23%	53.47%	35.90%
<b>Business Parks</b>	15.08%	53.26%	35.02%	14.47%	51.13%	32.96%
-100 Acres	15.08%	46.31%	31.46%	14.47%	44.46%	29.61%
100-500 Acres	15.45%	50.94%	34.03%	14.83%	48.90%	32.67%
500+ Acres	15.83%	53.26%	35.41%	15.20%	51.13%	34.65%
<b>Industrial Parks</b>	15.14%	44.97%	30.81%	14.54%	43.17%	29.63%
-100 Acres	15.14%	39.10%	27.80%	14.54%	37.54%	26.22%
100-500 Acres	15.52%	43.01%	30.00%	14.90%	41.29%	28.85%
500+ Acres	15.90%	44.97%	31.19%	15.27%	43.17%	29.42%

\*1st Quarter 2025 Data

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The subject property is located within an area seeing notable single family residential growth and will include 116 half acre lots. Therefore, based on the two quoted ranges and given the forecasted demand in the area as well as the size of the development, we have concluded on a discount rate slightly above the average noted by the PWC and on the lower end of the range noted by Realtyrates.com at 19.00% in our analysis.

During the sell-out period, various expenses are associated with the property and are as follows:

#### **Annual Appreciation Rate**

An assumption has been made that the lots will appreciate at an annual rate of 6% starting in the 2<sup>nd</sup> month; this follows the assumed decline in the available number of lots as well as the overall trend in the area for both lots as well as single family homes. Typically, we see this factor range from 5.0% - 7.0%. In this instance, we have applied a 6% factor, which starts in month 2.

#### **Sales Expenses**

A 5% cost has been included here to cover any advertising, commissions, legal and closing costs attributable to each lot at closing. This is considered adequate where lots are purchased by individuals with agents representing the buyer and a single agent representing the seller.

#### **Property Taxes**

As noted in the Tax section of this report, real estate taxes will be based on an average assessed value of \$32,000 per lot, with an annual tax liability of \$625 per lot, or 0.35% effective property tax rate (annual percentage). The DCF calculates the tax on a pro rata basis as the selloff occurs.

#### **Construction Costs**

The subject is being analyzed as if completed with no construction costs being deducted within the DCF.

#### **Management & Administration**

A 1%-line item of expense is based on the monthly sales income and includes the expenses necessary to pay for overhead, advertising, printing, computers, telephones, maintenance/HOA costs, etc. This expense accounts for approximately \$219,860 over the sellout.

#### **Sales to Begin**

Infrastructure of the lots is estimated to be completed by August 15, 2026. Therefore, we have started our discounted cash flow on August 15, 2026.

**Net Present Value Conclusion by DCF**

Please refer to the following pages for a summary of the assumptions and conclusion of value and monthly cash flow statement for the 116 subject lots. The typical average retail value of each lot was estimated to be \$178,000 thereby indicating a gross retail value of \$20,648,000. As discussed in the Market Analysis sector of this report, the DCF reflects a marketing period of 25-months. Therefore, it is our opinion that the prospective net present value of the 116 subject lots as of August 15, 2026, after rounding will be \$16,820,000.

The reader's attention is invited to the following pages for assumptions undertaken during the discounted cash flow analysis and a table showing the calculations over the sell-out period.

**DCF ASSUMPTIONS - AS COMPLETE VALUATION**

Assumptions:	
Average Retail Value Per Lot	\$178,000
Total Number of Units	116
Cummulative retail value of lots	\$20,648,000
Number of units sold each month (AVG)	4.64
Total Sellout Period (Months)	25
Annual Appreciation Rate	6.00%
Discount Rate	19.00%
Sales Expenses	5.00%
Effective Property Tax Rate (Annual %)	0.35%
Construction Costs (Road, sewer, etc.)	0.00%
Management & Administration	1.00%
Sales to begin in Month #	1
Units Sold Per Month	4.64
Appreciation Begins in Month #	2.00
Developer's Profit	0.00%
Present Value	\$16,824,452
<b>CONCLUDED VALUE (RD)</b>	<b>\$16,820,000</b>
Value Per Lot after Disc.	\$145,000

**STATEMENT OF CASH FLOWS**

YEAR 1	Month Date	1	2	3	4	5	6	7	8	9	10	11	12
		Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27
Number of Lots Sold		4.64	4.64	4.64	4.64	4.64	4.64	4.64	4.64	4.64	4.64	4.64	4.64
Gross Sales		\$825,920	\$825,920	\$825,920	\$825,920	\$825,920	\$825,920	\$825,920	\$825,920	\$825,920	\$825,920	\$825,920	\$825,920
Appreciation		\$0	\$8,259	\$12,389	\$16,518	\$20,648	\$24,778	\$28,907	\$33,037	\$37,166	\$41,296	\$45,426	\$49,555
Total Gross Sales		\$825,920	\$834,179	\$838,309	\$842,438	\$846,568	\$850,698	\$854,827	\$858,957	\$863,086	\$867,216	\$871,346	\$875,475
Sales Expenses		(\$41,296)	(\$41,709)	(\$41,915)	(\$42,122)	(\$42,328)	(\$42,535)	(\$42,741)	(\$42,948)	(\$43,154)	(\$43,361)	(\$43,567)	(\$43,774)
Property Taxes		(\$5,798)	(\$5,557)	(\$5,315)	(\$5,074)	(\$4,832)	(\$4,590)	(\$4,349)	(\$4,107)	(\$3,866)	(\$3,624)	(\$3,382)	(\$3,141)
Developers Profit		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management & Administration		(\$8,259)	(\$8,342)	(\$8,383)	(\$8,424)	(\$8,466)	(\$8,507)	(\$8,548)	(\$8,590)	(\$8,631)	(\$8,672)	(\$8,713)	(\$8,755)
Net Income		\$770,567	\$778,571	\$782,695	\$786,818	\$790,942	\$795,066	\$799,189	\$803,312	\$807,435	\$811,559	\$815,683	\$819,805
Discount Factor		0.98441	0.96907	0.95397	0.93910	0.92446	0.91005	0.89587	0.88190	0.86816	0.85462	0.84130	0.82819
Present Value		\$758,557	\$754,490	\$746,664	\$738,898	\$731,193	\$723,550	\$715,966	\$708,442	\$700,980	\$693,578	\$686,238	\$678,955

YEAR 2	Month Date	13	14	15	16	17	18	19	20	21	22	23	24
		Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Jul-28
Number of Lots Sold		4.64	4.64	4.64	4.64	4.64	4.64	4.64	4.64	4.64	4.64	4.64	4.64
Gross Sales		\$825,920	\$825,920	\$825,920	\$825,920	\$825,920	\$825,920	\$825,920	\$825,920	\$825,920	\$825,920	\$825,920	\$825,920
Appreciation		\$53,685	\$57,814	\$61,944	\$66,074	\$70,203	\$74,333	\$78,462	\$82,592	\$86,722	\$90,851	\$94,981	\$99,110
Total Gross Sales		\$879,605	\$883,734	\$887,864	\$891,994	\$896,123	\$900,253	\$904,382	\$908,512	\$912,642	\$916,771	\$920,901	\$925,030
Sales Expenses		(\$43,980)	(\$44,187)	(\$44,393)	(\$44,600)	(\$44,806)	(\$45,013)	(\$45,219)	(\$45,426)	(\$45,632)	(\$45,839)	(\$46,045)	(\$46,252)
Property Taxes		(\$2,899)	(\$2,658)	(\$2,416)	(\$2,174)	(\$1,933)	(\$1,691)	(\$1,450)	(\$1,208)	(\$966)	(\$725)	(\$483)	(\$242)
Developers Profit		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management & Administration		(\$8,796)	(\$8,837)	(\$8,879)	(\$8,920)	(\$8,961)	(\$9,003)	(\$9,044)	(\$9,085)	(\$9,126)	(\$9,168)	(\$9,209)	(\$9,250)
Net Income		\$823,930	\$828,053	\$832,176	\$836,300	\$840,423	\$844,546	\$848,669	\$852,793	\$856,918	\$861,040	\$865,164	\$869,287
Discount Factor		0.81528	0.80257	0.79007	0.77775	0.76563	0.75370	0.74195	0.73038	0.71900	0.70779	0.69676	0.68590
Present Value		\$671,735	\$664,574	\$657,473	\$650,433	\$643,452	\$636,530	\$629,668	\$622,866	\$616,123	\$609,437	\$602,812	\$596,251

YEAR 3	Month Date	25	26	27	28	29	30	31	32	33	34	35	36
		Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	Jul-29
Number of Lots Sold		4.64	0	0	0	0	0	0	0	0	0	0	0
Gross Sales		\$825,920	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Appreciation		\$103,240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Sales		\$929,160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sales Expenses		(\$46,458)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property Taxes		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developers Profit		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management & Administration		(\$9,292)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Income		\$873,410	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Discount Factor		0.67521	0.66469	0.65433	0.64413	0.63409	0.62420	0.61447	0.60490	0.59547	0.58619	0.57705	0.56806
Present Value		\$589,735	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

## RECONCILIATION- PROSPECTIVE MARKET VALUE

The utilized approaches indicate the following values for the subject property.

<b>Valuation Approach</b>	<b>As Complete</b>
Sales Comparison Approach	N/A
Cost Approach	\$15,920,000
Income Approach	\$16,820,000

### Cost Approach

In subdivision analysis, the Cost Approach is typically utilized a check of financial feasibility. In this case, the proposed development is considered as being feasible given that the value indication by the Income Approach exceeds that of the Cost Approach. The Cost Approach is considered to be a secondary indicator of market value given the lack of reliance placed on this approach in the subject market.

### Income Approach

The Income Approach considers the net present value of the 116 subject lots upon completion. The projected marketing period has been developed in the Market Analysis section of this report and is well supported. Various expenses that have support in the market have been deducted to arrive at the monthly cash flow. The monthly cash flows were then discounted to a present value and added to arrive at the prospective market value. Since this method closely resembles the actual development plan, it is the best indicator of value.

### Conclusion

Within our conclusion of the prospective market value of the subject, we have placed primary emphasis on the indication from the Income Approach. Therefore, it is our opinion of the concluded prospective market value of the subject property as of August 15, 2026, upon completion of the development of the finished residential lots, subject to the extraordinary assumptions contained herein will be as follows:

<b>MARKET VALUE CONCLUSION</b>	
Effective Date	8/15/2026
Premise	Fee Simple
Valuation Scenario	"As Complete"
<b>Market Value</b>	<b>\$16,820,000</b>

## EXPOSURE TIME

Based on our observations of recent comparable sales, it is our opinion that the exposure time would have been approximately one year. The estimated marketing time is also estimated to be one year.

ADDENDA



IBC BANK APPRAISAL ENGAGEMENT LETTER

6/25/2025

The Hornsby Group  
215 S. San Saba St #118  
San Antonio, TX 78207

In accordance with Uniform Standards of Appraisal Practice (USPAP), Financial Institutions Reform, Recovery & Enforcement Act of 1989 (FIRREA), the Interagency Appraisal, Evaluation Guidelines of December 2010, and the policies and procedures of International Bank of Commerce, I hereby request you complete an appraisal of the property referenced below.

Please adhere to the requirements agreed upon in IBC Banks "Master Engagement Letter" and provide an appraisal report as follows:

**Subject Properties:** Schlather Tract Subdivision  
"As-is" and "As developed"

**Intended User(s):** International Bank of Commerce

**Intended Use:** Financing Purposes

**Appraisal Format:** Narrative

**Appraisal Type:** Appraisal Report (X) Restricted Report ( )

**Appraisal Cost:** We agree that your appraisal fee will be (Inclusive of all expenses)  
**\$4,000.00**

**Due Date:** Please complete and deliver the appraisal report with original signatures  
by: 7/21/2025

**Number of Report Copies:** Please deliver (1) one electronic copy of each appraisal to:  
[jesusgarcia@ibc.com](mailto:jesusgarcia@ibc.com)

**Contact/Access:** Jeff Czar  
jeff@kingfishtx.com  
512 848 1370

**Please address Report to:** Jesus Garcia  
International Bank of Commerce  
130 E. Travis  
San Antonio, Texas 78205

If you have any questions or require additional information please contact me at 210-518-2500 Ext. 22302

RECEIVED AND AGREED TO:

Hank Hornsby  
Managing Director  
The Hornsby Group  
215 S. San Saba St #118  
San Antonio, TX 78207

Jesus Garcia  
Loan Review Analyst  
International Bank of Commerce  
130 E Travis  
San Antonio, TX 78205



## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this “*Agreement*”) is made between Schlather Properties, LLC, a Texas limited liability company (“*Schlather*”), and King Fish Development, LLC, a Texas limited liability company, and/or its permitted assigns (“*Developer*”).

Whereas, the Developer and Schlather are all of the parties to that certain Commercial Contract – Unimproved Property dated effective May 3, 2023 (as amended, the “*Original Contract*”); and

Whereas, the Developer and Schlather desire to amend, restate, and replace the Original Contract in its entirety with this Agreement to provide for Schlather’s contribution of the Property, as defined below, to the LP, as defined below, pursuant to the terms and conditions hereof;

Now, therefore, in consideration of the mutual covenants and representations herein contained, Schlather and Developer agree as follows:

### ARTICLE 1. CONTRIBUTION OF PROPERTY

1.1 *Contribution of Property.* Subject to the terms and conditions of this Agreement, Schlather hereby agrees to contribute and convey to the LP, and the Developer hereby agrees to accept, and to cause the LP to accept, from Schlather, for the consideration set forth herein, the following described property (collectively, the “*Property*”):

(a) *Land.* Approximately 120 acres of real property out of approximately 143.0590 acres identified as property ID 63802, Abstract 137 and situated at 3550 Green Valley Road, Cibolo, Guadalupe County, Texas being more particularly depicted on **Exhibit A** attached hereto and incorporated herein, together with all rights, titles and interests, if any, of Schlather in and to: (i) any land lying in or under any body of water or the bed of any street or road, open or proposed, adjacent to such tract; (ii) all easements appurtenant to the foregoing tract; (iii) all oil, gas, sulphur and other minerals (whether similar or dissimilar) in, on, under and that may be produced from such tract; (iv) all access, air, water (includes any and all groundwater, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths, and horizons beneath the surface of the surface of the Land and that may be produced from the Land), riparian, development, utility and solar rights; (v) all surface water rights associated with such tract; (vi) all strips or gores, if any, between such tract and adjoining properties; and (vii) all other rights, privileges and appurtenances in any way related to or for the benefit of the foregoing tract (collectively, the “*Land*”);

(b) *Improvements.* Schlather’s right, title and interest in and to all improvements owned by Schlather situated upon the Land, if any, including, but not limited to, water wells (including the permits related thereto), tanks, barns, pens, fences, gates, sheds, outbuildings, corrals and houses (collectively, the “*Improvements*”); and

(c) *Intangible Property.* All right, title and interest in all other intangible property (the “*Intangible Property*”) pertaining to the Land or the use thereof, including, without limitation: (i) all present and future rights to wastewater capacity, drainage capacity, water capacity

or other utility facilities relating to the Land, it being agreed that EDUs not required for the Development) (defined below) will be retained by Schlather; (ii) all reservations of, commitments for, and letters covering any such rights, whether or not the same are being currently used to the fullest extent available; (iii) all transferable utility contracts; (iv) all engineering plans and studies, topographical surveys, landscape plans, environmental studies, and all other plans, specifications and studies relating to any part of the Property; (v) all permits and licenses; and (vi) all warranties and guaranties relating to any of the Property.

## **ARTICLE 2. CONTRIBUTION VALUE & LIMITED PARTNERSHIP**

2.1 **Contribution Value.** Upon Schlather's contribution of the Property to the LP pursuant to Section 2.2 below, the agreed value of the Property for purposes of Schlather's capital contribution to the LP shall be \$5,000,000.00 (the "**Contribution Value**").

2.2 **Limited Partnership.** Prior to the expiration of the Feasibility Period (as hereafter defined), the parties shall in good faith negotiate to form a new Texas limited partnership between Developer or its Affiliate (defined below), as the sole general partner, and Schlather, as the sole limited partner (except as described below) (the "**LP**") for the sole purpose of developing the Property as a single-family residential lot development for sale of lots to third party home builders in accordance with a business plan and pro forma budget to be approved by the parties (the "**Development**") in accordance with a limited partnership agreement to be approved by the parties (the "**LP Agreement**") that shall provide, at a minimum as follows:

a. For the capital contribution of the Property by Schlather to the LP at Closing, as hereinafter defined, free and clear of any liens (Schlather shall pay off any existing liens related to or encumbering the same prior to such contribution), with the Property due and contributable by Schlather to the LP no later than thirty (30) days following the expiration of the latest feasibility period to be set forth in the lot purchase agreements to be entered into between the LP and the residential home builder(s) purchasing finished lots from the LP and the latest release of earnest money deposited thereunder to the LP;

b. For the Developer or its Affiliate, as the sole general partner of the LP, to perform all usual and customary work to entitle and develop the Property for sale of lots to residential home builder(s) in accordance with the business plan and pro forma budget to be approved by the parties and to fund all pre-development and development-related costs determined necessary by Developer for the Development (collectively, the "**Development Costs**"), including, without limitation, the costs for engineering, engineering opinions of probable cost studies, surveying, municipal or other governmental land studies, plat and construction plans, entitlements, environmental studies, geotechnical and site condition studies, and flood plain studies (collectively, the "**Development Work Product**"), with Developer to receive capital contribution credit in the LP at Closing for all Development Costs incurred by Developer or its Affiliates as of the Closing Date, as hereinafter defined, and for the Developer to receive additional capital contribution credit in the LP for additional Development Costs, if any, funded by the Developer or its Affiliates after Closing;

c. For (i) Schlather to become a limited partner of the LP and to own and hold a sixty percent (60%) limited partner ownership interest in the LP, and (ii) Developer to become the sole general partner of the LP and to own and hold a forty percent (40%) general partner ownership interest in the LP (provided, however, that the Developer may elect to be the sole general partner of the LP and to have an Affiliate (defined below) of Developer hold such forty percent (40%) ownership interest as an additional limited partner of the LP);

d. For Schlather to receive a capital account credit in the LP in an amount equal to the Contribution Value upon Schlather's contribution of the Property to the LP, for Developer to receive a capital account credit in the LP in an amount equal to the Development Costs as set forth in Section 2.2(b) above, and for Schlather and the Developer to accrue an eight percent (8%) cumulative, non-compounding preferred return on their respective contributed capital accruing from the date of contribution through the date such capital is repaid by the LP to Schlather and the Developer, as applicable;

e. For Developer or its designated Affiliate to develop the Property for the LP and be paid a development fee (the "**Development Fee**") by the LP in an aggregate amount equal to \$2,000 per lot to be developed on the Property by the LP, which development fee would be payable by the LP to the Developer in an amount equal to \$9,500 per month (which amounts would be adjusted, if necessary, based on the final lot count);

f. For Developer or its designated Affiliate to represent the LP in connection with marketing the LP's finished lots to prospective residential home builders, with negotiating and entering into purchase agreements with residential home builders for the purchase of finished lots from the LP, and with managing the closing of sale transactions between the LP and residential home builders for the purchase and sale of finished lots and, in exchange for such services, for the payment by the LP to the Developer or its designated affiliate of a sales transaction fee (the "**Sales Fee**") in an amount equal to two percent (2%) of the gross lot sales price, payable as and when each closing of lot sales occurs;

g. For the net proceeds from the sale of lots by the LP to be distributed in the following order and priority: (i) first, to the repayment of all amounts due and payable to any construction or other third-party lender; (ii) second, to the payment to Schlather and the Developer, on a pari passu basis, of the accrued but unpaid balance of their respective preferred return; (iii) third, to the Developer or its designated Affiliates, in payment of any accrued but then unpaid Development Fee; (iv) fourth, to the payment to Schlather and the Developer, on a pari passu basis, of the outstanding balance of their respective capital; and (v) fifth, remaining net profit, if any, distributable forty percent (40%) to the Developer and sixty percent (60%) to Schlather based upon their respective percentage interests;

h. For Developer, as the general partner of the LP, to actively manage and control the LP and the Development including using commercially reasonable efforts to carry out the to be approved business plan of the LP in accordance with the to be approved pro forma budget of the LP, to use commercially reasonable efforts to obtain the Entitlements (defined below), to negotiate and close the Project Loan (defined below) to be secured by the Property, with such Project Loan to be non-recourse to Developer, Schlather, and their respective Affiliates; provided, however, that Developer or its

designated Affiliates shall provide any customary non-recourse carve-out guarantees or indemnities on such terms as may be agreed upon by Developer or such Affiliates; and

i. For Schlather to be a passive limited partner having no personal liability for any debts or obligations of the LP and no obligation to make additional capital contributions to the LP beyond the contribution of the Property and no right of active management, but with certain rights of approval as expressly described in the LP Agreement.

At Closing, Developer shall assign the Development Work Product and its rights and duties under this Agreement to the LP, and Schlather shall contribute and convey the Property to the LP and the Contribution Value shall be credited to Schlather's capital account in the LP as noted above.

2.3 ***Failure to Reach Agreement.*** In the event that the parties are unable to agree on the terms of the LP Agreement prior to the expiration of the Feasibility Period, Developer or Schlather, in the sole and exclusive discretion of each of them, may elect to terminate this Agreement by notice to the other party whereafter the Earnest Money, less the Independent Consideration, shall be immediately returned to Developer (without requirement of joinder of Schlather), Schlather shall reimburse the Developer for fifty percent (50%) of the Development Costs incurred to date by the Developer, Developer shall deliver and assign to Schlather without warranty the Development Work Product, and the parties shall have no further obligation to each other, except as otherwise expressly provided for in this Agreement.

### **ARTICLE 3. EARNEST MONEY**

3.1 ***Earnest Money.*** Upon the execution of this Agreement, Developer shall deliver to Alamo Title Company (the "***Title Company***"), Attention: Sloan Thomas, 2915 W. Bitters Road, Suite 301, San Antonio, Texas 78248, a fully executed counterpart of this Agreement. The Developer and Schlather acknowledge and agree that the Developer previously deposited the sum of Thirty Thousand and No/100 Dollars (\$30,000.00) with the Title Company as earnest money following the execution of the Original Agreement and that such amount (herein, the "***Earnest Money***") shall remain on deposit with the Title Company as the Earnest Money hereunder. If the Property is contributed by Schlather to the LP, the Earnest Money shall be returned to Developer in full at Closing, except as expressly described in this Agreement.

3.2 ***Independent Consideration.*** One Hundred and No/100 Dollars (\$100.00) of the Earnest Money (the "***Independent Consideration***") shall be considered independent consideration for Developer's option to terminate this Agreement during the Feasibility Period, and is independent of any other consideration provided in this Agreement. Notwithstanding anything herein to the contrary, the Independent Consideration is non-refundable and shall be retained by Schlather under all circumstances.

**ARTICLE 4.**  
**CONDITIONS TO CLOSING**

4.1 **Schlather's Obligations.** It is a condition precedent to Developer's obligation to cause the LP to accept Schlather's contribution of the Property that the following occur:

(a) **Due Diligence Documents.** To the extent not previously delivered, Schlather shall deliver to Developer within five (5) days after the Effective Date, as defined below, at no cost to Developer, all engineering, environmental, economic, marketing, soils and other reports, studies, surveys, maps, drawings, plans, any "as-built" plans of the Improvements (if applicable), grading plans, construction plans, drainage plans, utility plans, reports, development agreements, agreements for the provision of utilities and approvals that relate to the Property, leases, contracts, financial reports, any other pertinent information relating to the Property and any other documents Developer may reasonably request, to the extent that Schlather has such documents in its possession or has access to such documents. Schlather makes no representation or warranty whatsoever regarding the accuracy of such materials.

(b) **Title Commitment.** To the extent not previously issued, within fifteen (15) days after the Effective Date, Schlather shall cause a Commitment for Title Insurance for an Owner's Policy as described herein to be issued by the Title Company and legible copies of all restrictive covenants, easements, and other items listed therein (collectively, the "**Title Instruments**").

(c) **Updated Survey.** To the extent not previously procured, during the Feasibility Period, Developer may procure a survey of the Land (the "**Survey**"), prepared by a licensed surveyor acceptable to Developer and dated after the Effective Date. If obtained, the metes and bounds description of the Land as set forth in the Survey shall replace the property description hereunder and shall be the description used in the Closing documents.

4.2 **Title Approval.** Developer shall give Schlather written notice on or before the expiration of thirty (30) days after Developer's receipt of the last of the Title Commitment (or any update thereof) (including legible copies of the Title Instruments) and the Survey (if obtained) in the event the condition of title as set forth in the Title Commitment and/or Survey is not satisfactory to Developer in Developer's sole discretion (the "**Title Approval Period**"). Subject to the language contained herein, any title exceptions which are set forth in the Title Commitment and/or the Survey to which Developer does not object within the Title Approval Period shall be deemed to be permitted exceptions to the status of Schlather's title (the "**Permitted Exceptions**"). In no event shall any standard, printed exception of the Title Commitment constitute a Permitted Exception. With regard to items to which Developer does object within the Title Approval Period, Schlather shall use its best efforts to cure such objections, without any obligation to incur any expense, on or before the Closing Date. In the event that Schlather fails or is unable to cure such objections, without any obligation to incur any expense; on or before the Closing Date, Developer may either: (i) cancel this Agreement and recover the Earnest Money, less the Independent Consideration; or (ii) close the contribution of the Property to the LP subject to such objectionable title matters. Notwithstanding the foregoing, Schlather shall cure all objections which are liens against the

Property and remove all encumbrances, liens, and other items that are placed on or begin to encumber the Property after the Effective Date.

4.3 **Feasibility Study.** Developer or Developer's agents may enter onto and inspect the Property and all aspects pertaining to the Property and Developer's proposed use thereof (including, but not limited to, the financial, physical, economic, marketability, and environmental condition of the Property) at any reasonable time until the expiration of ninety (90) days after the Effective Date (the "**Feasibility Period**"), including invasive testing. Such studies, investigations, and inquiries may include, but shall not be limited to, (a) completion of soil tests, survey, title, and environmental investigations, (b) a review of the economic viability and suitability of the Property for the LP's intended use thereof, (c) a review of the condition of title to the Property (including any matters shown on the Survey), (d) a review of existing site plan approvals, permits (including without limitation the expiration dates of same), entitlements, and restrictions, proffers or conditions affecting the Property. In the event Developer desires, for any reason or no reason, not to continue with the contribution of the Property to the LP, Developer shall send written notice to Schlather on or before the expiration of the Feasibility Period terminating this Agreement, and the Earnest Money, less the Independent Consideration, shall be immediately returned to Developer (without requirement of joinder of Schlather) and the parties shall have no further obligation to each other, except as otherwise expressly provided for in this Agreement. In the event Developer does not terminate this Agreement prior to the expiration of the Feasibility Period, the Earnest Money shall be nonrefundable to Developer (except as otherwise provided in this Agreement).

Developer shall notify Schlather by telephone prior to entry on the Property by Developer or its agents or representatives. Following any such due diligence inspections, Developer shall use commercially reasonable efforts to restore any physical damage to the Property caused by Developer's inspections. Developer agrees to defend, indemnify, and save and hold Schlather harmless from and against any loss, damage, liability, lien, suit, claim, cost, or expense (including reasonable attorneys' fees) arising from Developer's Due investigations. Notwithstanding the foregoing, Developer's indemnity, defense, and hold harmless obligations and obligation to restore the Property shall not cover or apply to: (a) any environmental contamination, hazardous substance, or latent defects on the Property that are discovered (but not deposited) by Developer; (b) any damage, loss, cost, expense, or liability arising directly or indirectly from the acts or omissions of Schlather or Schlather's agents or contractors; or (c) any diminution of value of the Property arising or resulting from matters discovered by Developer during its investigations. Developer or its contractors accessing the Property shall maintain commercial liability insurance policies (in an amount not less than One Million Dollars (\$1,000,000) for any single occurrence) insuring against claims arising as a result of the inspection of the Property. Prior to commencing any inspections, Developer shall deliver to Schlather a certificate of insurance evidencing the existence of such policy and naming Schlather as additional insured. Developer's indemnity obligations contained in this subsection will survive the Closings or any earlier termination of this Agreement for a period of one (1) year.

4.4 **Conditions Precedent.** Notwithstanding anything herein to the contrary, neither Developer nor Schlather shall be required to cause the LP to proceed to the Closing unless and until the following conditions are satisfied, in the sole discretion of each of them:

(a) **Performance by the Parties.** Developer and Schlather shall have performed, observed and complied with all of the covenants, agreements and conditions

required by this Agreement to be performed, observed and complied with by them, respectively, prior to or as of Closing.

(b) **Representations by the Parties.** The representations and warranties of Developer and Schlather set forth in this Agreement shall be true and correct on the Effective Date and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date. The Parties, by having closed the contribution of the Property to the LP, shall be deemed conclusively to have certified at the Closing that all representations and warranties stated herein were true and correct on and as of that Closing Date, and such representations and warranties shall survive the Closing for a period of one (1) year.

(c) **No Adverse Condition.** (a) There is no material adverse change in the condition of the Property prior to Closing; (b) the physical condition of the Property on the Closing Date shall not be materially different from the condition existing on the Effective Date; or (c) there is no proceeding pending which could or would involve the change, redesignation, redefinition or other modification of any use, zoning, building or environmental restrictions or code requirements applicable to the Property or any portion thereof, if such change, redesignation, redefinition or other modification could, in each Party's reasonable opinion, negatively affect the proposed Development.

(d) **Leases.** Schlather has provided evidence that there is no party with leasehold rights, rights of first refusal, or options to purchase the Land or any portion thereof.

(e) **Phase I Environmental Survey.** Developer has obtained a Phase I Environmental Survey of the Property showing no items of concern to Developer.

(f) **Zoning and Entitlements.** The Property is zoned as necessary for the LP's development thereof as a residential subdivision and Developer has reasonably determined that it has or will be able to obtain for and on behalf of the LP any and all necessary permits, utilities, plan approvals, and other governmental approvals necessary for the LP's development of the Property as a residential subdivision including, but not limited to, confirmation of available utility capacity as the LP may require (collectively, the "**Entitlements**").

(g) **Moratorium.** No moratorium or other action or directive by any governmental authority with jurisdiction over the Property shall exist (such as, without limitation, a "stay at home" order or other order or decree) which would prohibit, restrict, restrain, enjoin or delay Closing (including the delivery of funds, delivery of documents, and/or the recording of any instruments in connection therewith) or any of Developer's activities in connection with this Agreement (including, without limitation, the development or construction of the intended use on the Property in accordance with Developer's plans, or impair operation of the Property as a residential subdivision).

(h) **Construction Financing.** Simultaneously with the Closing, the LP shall close upon construction loan financing for the construction and development of the Property on such commercially reasonable terms and conditions as are acceptable to

Developer and are consistent with the business plan and pro forma budget to be approved by the parties (the “*Project Loan*”).

In the event any condition to the Closing in this Section is not met before the then scheduled Closing Date to the reasonable satisfaction of Developer or Schlather, either Party may then either: (i) choose to extend the Closing Date to accommodate the satisfaction of such condition for a period of time not exceeding thirty (30) days; or (ii) provide written notice of termination of this Agreement to the other Party, whereafter the Earnest Money, less the Independent Consideration, shall be refunded by the Title Company to Developer (without the necessity of any joinder of Schlather), and neither party shall have any further obligations hereunder, except those obligations which expressly survive the termination hereof.

## **ARTICLE 5. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

5.1 ***Representations of Schlather.*** Schlather hereby covenants, represents and warrants to Developer that, as of the Effective Date, and through and including the Closing Date:

(a) Schlather has and will convey good and indefeasible fee simple title to the Property, free and clear of any liens or other encumbrances except for the Permitted Exceptions, and has full right, power and authority to enter into this Agreement and to consummate the sale contemplated hereby without the joinder of any other person (including any spouse of a Schlather), and the party signing on behalf of Schlather has been duly authorized to sign on behalf of Schlather.

(b) There are no legal actions or suits pending or, to Schlather’s knowledge, threatened against or with respect to Schlather or the Property, and Schlather is not aware of any facts which might result in any such action, suit or proceeding.

(c) No portion of the Property is affected by any liens, deeds of trust, or special assessments.

(d) To Schlather’s knowledge, the Property has full, free and uninterrupted access to and from all streets and rights of way adjacent to the Property, and Schlather has no actual knowledge of any fact or condition which would result in the termination or impairment of such access.

(e) There are no parties in possession of any portion of the Property as lessees, licensees, tenants at sufferance or trespassers, except those lessees whose leases shall be terminated prior to the Closing.

(f) To Schlather’s knowledge, Schlather has complied with, and the Property complies with, all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property. Performance of this Agreement will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Schlather is a party or by which Schlather or the Property might be bound.

(g) Except for grazing or agricultural leases which shall be terminated prior to the Closing, so long as this Agreement is in force Schlather will not enter into any agreements affecting the Property without the prior written approval of Developer.

(h) There are no unpaid ad valorem, real, or personal property taxes with respect to the current tax year or any prior tax year, nor are there any stand-by fees and assessments with respect to the Property.

(i) Schlather is not a “foreign person” as that term is used and defined in the Internal Revenue Code, Section 1445, as the same may be amended. Schlather also agrees that Schlather as transferor will indemnify and defend Developer as transferee and agrees to hold Developer harmless from any liability or cost which Developer may incur as a result of: (i) Schlather’s failure to pay any U.S. federal income tax which Schlather is required to pay under applicable U. S. law; or (ii) any false or misleading statement contained in the non-foreign affidavit provided by Schlather in accordance with this Agreement. This provision shall survive Closing.

(j) All debts, liabilities and obligations of Schlather arising from the ownership of the Property have been paid.

(k) To Schlather’s knowledge, Schlather has disclosed to Developer in writing all facts that materially affect the Property.

(l) Schlather has no actual knowledge of any of the following:

(i) The Property having been the site of any activity which would violate any past or present ordinances, rules, regulations or laws of any federal, state or local governmental body or agency, including without limitation any environmental law.

(ii) The handling, storage, treatment or disposal on, in or about the Property of any hazardous, toxic or infectious substances, materials or wastes, solid waste, toxic chemicals, or any other material regulated pursuant to any law meant for the protection of health, safety or the environment, any other environmental contaminants have been handled, stored, treated or disposed of on the Property, or the contamination of the Property by any such substances, wastes, chemicals or contaminants.

(iii) The Property being listed on the National Priorities List (“*NPL*”) of sites that appear to present a significant risk to public health, welfare or the environment or a similar state list, or the Property having received any attention from state or federal authorities in connection with any evaluation for possible NPL or other similar listing, or that any property adjoining the Property ever having been listed or evaluated for listing on the NPL or similar state list.

(iv) Any adjacent property being used, or ever having been used, for the handling, storage, treatment or disposal of hazardous, toxic or infectious substances, materials or waste, solid waste, toxic chemicals, and other

environmental contaminants, or any other material regulated pursuant to any law meant for the protection of health, safety or the environment.

(v) That the Property is or has been a wetland under any environmental law, including, but not limited to, Section 404 of the Clean Water Act.

(m) Subject to Developer obtaining all required permits and approvals from applicable governmental authorities and utility providers, the intended use of the Property for detached single-family residences (including the improvements to be built thereon) to Schlather's knowledge, will not violate any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority, or any restrictive covenant or deed restriction (recorded or otherwise), so as to permit the construction of single-family homes on the Lots.

(n) To Schlather's knowledge, no holder or other owner of any mineral interest has or holds any right of ingress or egress with respect to the Property.

(o) Schlather has been encouraged and advised by Developer to seek the assistance of legal and other counsel in the negotiation of this Agreement, and Schlather has obtained, or had the opportunity to obtain, the assistance of legal and other counsel in the negotiation of this Agreement.

For the purposes of this Agreement, "to Schlather's knowledge" and similar terms shall be limited to the current actual knowledge, without investigation or inquiry, of John Schlather, who is familiar with ownership of the Property. No other investigation, review or inquiry of any third parties, or other action shall be required of Schlather.

The following provisions shall govern the contribution of the Property to the LP and shall survive the Closing:

DEVELOPER AGREES THAT, EXCEPT FOR SCHLATHER'S EXPRESS REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT AND THE SPECIAL WARRANTY OF TITLE IN THE DEED DELIVERED AT CLOSING, SCHLATHER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES ABOUT THE COMPLIANCE OR NONCOMPLIANCE OF SCHLATHER OR ANY OTHER PERSON OR ENTITY OR THE PROPERTY OR ITS OPERATION WITH (A) ANY CODES, LAWS, ORDINANCES, REGULATIONS, AGREEMENTS, LICENSES, PERMITS, APPROVALS, AND APPLICATIONS OF OR WITH ANY GOVERNMENTAL AUTHORITIES ASSERTING JURISDICTION OVER THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO ZONING, LAND USE, BUILDING, PUBLIC WORKS, PARKING, FIRE AND POLICE ACCESS, HANDICAP ACCESS, LIFE SAFETY, SUBDIVISION AND SUBDIVISION SALES, AND HAZARDOUS AND TOXIC SUBSTANCES, MATERIALS, CONDITIONS, OR WASTE; OR (B) ANY AGREEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (PUBLIC OR PRIVATE), DEVELOPMENT AGREEMENTS, BUILDING RULES, AND OTHER INSTRUMENTS AND DOCUMENTS GOVERNING THE USE, DEVELOPMENT, AND OPERATION OF THE PROPERTY. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND IN THE SPECIAL WARRANTY OF TITLE IN THE

DEED DELIVERED AT CLOSING, DEVELOPER AGREES THAT THE PROPERTY WILL BE CONTRIBUTED AND CONVEYED TO (AND ACCEPTED BY) THE LP AT THE CLOSING IN ITS CONDITION AT THE TIME, AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT EXPRESS OR IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND WITHOUT ANY WRITTEN OR ORAL REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, OTHER THAN THE SPECIAL WARRANTY OF TITLE IN THE DEED. FURTHER, DEVELOPER REPRESENTS AND WARRANTS TO SCHLATHER THAT DEVELOPER HAS KNOWLEDGE AND EXPERTISE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THAT DEVELOPER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION. DEVELOPER AGREES THAT THE PROVISIONS IN THIS SECTION WILL SURVIVE THE CLOSING. EXCEPT FOR SCHLATHER'S EXPRESS WARRANTIES, COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT AND THE SPECIAL WARRANTY OF TITLE IN THE DEED DELIVERED AT CLOSING, DEVELOPER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY SCHLATHER, ITS AGENTS, OR ITS REPRESENTATIVES. EXCEPT AS PROVIDED IN THIS AGREEMENT OR IN THE DEED, SCHLATHER WILL NOT BE LIABLE OR BOUND IN ANY WAY BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION ABOUT THE PROPERTY OR ITS OPERATION FURNISHED BY ANY PARTY PURPORTING TO ACT ON SCHLATHER'S BEHALF.

5.2 *Agreements of Schlather.* From the Effective Date until the Closing hereunder, Schlather shall:

(a) Not suffer or allow the Property to be occupied, maintained or operated in any manner inconsistent with applicable statutes, ordinances, rules, regulations or laws, or used in any manner that would violate any past or present statute, ordinance, rule, regulation or law of any federal, state or local governmental body or agency, including, without limitation, any environmental law, nor shall Schlather suffer or allow any hazardous or infectious substances, materials or wastes, solid wastes, toxic chemicals, other environmental contaminants, or materials regulated pursuant to any law meant for the protection of health, safety or the environment to be handled, stored, treated, or disposed of on the Property.

(b) Insure that all debts, liabilities, obligations and expenses arising from the ownership of the Property have been paid as they become due, and that no work will have been performed or will be in progress on the Property, and no materials will have been delivered to the Property, that could provide the basis for a mechanic's, materialman's or other lien against the Property.

(c) Upon delivery of prior notice to Schlather and subject to the provisions of Section 4.3, permit Developer and Developer's employees, agents, engineers and/or contractors to enter upon the Property to investigate the condition of the Property, including without limitation to conduct inspections, make analyses, take core drillings and/or other intrusive samples, to conduct any environmental site assessment, and to perform such other

tests and inspections as Developer may deem appropriate, at Developer's sole cost and expense. Developer shall conduct such investigations, inspections, analyses, drillings and assessments at reasonable times and with reasonable consideration for adjacent property owners. Developer will repair any damage to the Property resulting directly from Developer's studies and tests conducted on the Property.

(d) Immediately notify Developer of any material change in respect of the Property and its condition or any information furnished to Developer in respect of the Property, including, without limitation, any change that would affect any representation, warranty or covenant of Schlather set forth in this Agreement.

(e) Maintain the Property owned by Schlather in its physical condition as of the Effective Date (reasonable wear and tear excepted).

(f) Without the prior written consent of Developer, not enter into or modify any written or oral lease, easement, license, service contract or other agreement with respect to the Property that will not be fully performed by all parties thereto on or before the Closing Date.

(g) Advise Developer in writing of any litigation, arbitration or administrative hearing before any governmental agency concerning or affecting the Property or its use which is instituted or threatened after the Effective Date.

(h) Not sell, assign, or convey any right, title or interest whatsoever in or to the Property, or allow any lien to attach to the Property or any part thereof except the lien for ad valorem taxes, or grant, create or voluntarily allow the creation of, or amend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease or other right affecting the Property or any part thereof, without Developer's prior written consent.

(i) Cooperate with Developer to obtain reliance letters for any Phase I Environmental Survey or other environmental site assessment if Developer so requests.

(j) At the Closing, Schlather will pay any and all liens so that the Property being contributed to the LP shall not be encumbered by any lien imposed prior to Closing.

**5.3 Representations of Developer.** Developer hereby covenants, represents and warrants to Schlather that, as of the Effective Date, and through and including the Closing Date:

(a) Developer is a limited liability company, duly organized, validly existing and in good standing in the State of Texas, authorized to transact business and in good standing in the State of Texas, and Developer has full power and authority to enter into and consummate the transaction described in this Agreement.

(b) The execution of this Agreement and the consummation of the transaction contemplated herein will not constitute or result in a violation or breach by Developer of any judgment, order, writ, injunction or decree issued against or imposed upon Developer or any agreement to which Developer is a party or by which it is bound.

(c) The person executing this Agreement on behalf of Developer has full authority to do so and to bind Developer in accordance with its terms.

(d) No attachments, executions, assignments for the benefit of creditors, or proceedings in bankruptcy or under other debtor relief laws are pending against Developer, or are contemplated by Developer; and the commencement of any such action shall be a default by Developer hereunder.

## **ARTICLE 6. CLOSING**

6.1 **Closing.** Provided that all of the contingencies of this Agreement have been fulfilled (or waived in writing by the party for whom the contingency is to benefit) the closing of the contribution by Schlather of the Property to the LP (the “**Closing**”) shall be held at the Title Company as follows:

a. The Closing shall be on the date which is no later than thirty (30) days following the expiration of the latest feasibility period to be set forth in the lot purchase agreements to be entered into between the LP and the residential home builder(s) purchasing finished lots from the LP and the latest release of earnest money deposited thereunder to the LP.

b. The date the Closing occurs is referred to herein the “**Closing Date**.”

6.2 **Schlather’s Obligations at Closing.** At the Closing, Schlather shall deliver to Developer the following:

(a) **Deed.** Special Warranty Deed (the “**Deed**”) in the form attached hereto as **Exhibit B** executed by Schlather conveying good and indefeasible fee simple title to the Property being conveyed (except the portions of the Property conveyed by the Assignment) to the LP subject to no exceptions other than the Permitted Exceptions, and with no liens, assessments, or other security interests against the Property which will not be satisfied at Closing, and with no persons in possession of any part of the Property.

(b) **Assignment.** Assignment (the “**Assignment**”) in the form attached hereto as **Exhibit C** executed by Schlather conveying any personal property or Intangible Property not conveyed by the Deed, and other appropriate portions of the Property to the LP which apply to the Land being conveyed subject to no exceptions other than the Permitted Exceptions.

(c) **Title Policy.** Owner Policy of Title Insurance on the Texas standard form (the “**Owner’s Policy**”), naming the LP or its assigns, as applicable, as insured, in the amount of the Contribution Value, insuring that the LP owns good and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions; with the exception for discrepancies in area and boundaries being deleted to the extent allowed by applicable regulation; with no exception for “rights of parties in possession” and with no exception for “visible or apparent easements” or for “public or private roads” or the like.

(d) **Foreign Person.** An affidavit of Schlather certifying that Schlather is not a “foreign person,” as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(e) **Tax Certificates.** Certificates showing that all ad valorem taxes, stand-by fees, assessments, maintenance fees and similar charges assessed against the Property which are payable, have been paid in full.

(f) **Other Documents.** All other documents and instruments that either Schlather’s or Developer’s attorney or the Title Company may reasonably require to consummate properly the transaction contemplated by this Agreement.

6.3 **Developer’s Obligation at Closing.** At Closing, Developer shall deliver to the Title Company the following:

(a) **Assignment of Agreement.** A fully executed assignment of the Development Work Product to the LP, to the extent not previously assigned.

(b) **Other Documents.** All other documents and instruments that Schlather’s or Developer’s attorney or the Title Company may reasonably require to consummate properly the transaction contemplated by this Agreement.

6.4 **Proration.** All real estate and personal property taxes, other assessments, and rents with respect to the Property for the year in which the Closing occurs, shall be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date. If a Closing occurs before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property is fixed for the year in which the Closing occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment. If the Property is not assessed as a separate parcel for tax or assessment purposes, then such taxes and assessments attributable to the Property shall be determined by both Schlather and Developer. The agreements of Schlather and Developer set forth in this Section shall survive the Closing.

6.5 **Rollbacks.** If the contribution of the Property to the LP, or the LP’s use of the Property after the Closing, results in additional ad valorem tax assessments for periods before the Closing, the assessments will be the obligation of the LP. Developer and Schlather acknowledge that the foregoing provision constitutes the express provision for the payment of any additional ad valorem taxes and interest that become due as a penalty because of a change in the use of land, as specified in Section 5.010(d) of the Texas Property Code.

6.6 **Possession.** Possession of the Property shall be delivered to the LP at the Closing, subject only to the Permitted Exceptions.

6.7 **Closing Costs.** Except as otherwise expressly provided herein, the LP shall pay, as of the Closing Date, all closing costs associated with or arising from the transactions consummated at Closing, including, without limitation, (i) the title insurance premium for an Owner’s Policy along with costs of any endorsements (including, without limitation, a non-imputation

endorsement) to the Owner's Policy desired by the LP and of any copies of the Permitted Exceptions, (ii) all transfer and documentary stamp taxes (if any); (iii) all escrow fees, if any; and (iv) all recording costs. Except as otherwise provided herein, each party shall pay its own attorneys' fees.

## **ARTICLE 7. RISK OF LOSS**

7.1 **Casualty.** Schlather assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage prior to the Closing from fire or other casualty, Developer may either: (a) terminate this Agreement and recover the Earnest Money, less the Independent Consideration; or (b) consummate the Closing, in which latter event all proceeds of any insurance covering such damage shall be assigned to LP at the Closing.

7.2 **Condemnation.** If, prior to any Closing, action is initiated or threatened to take any of the Property by eminent domain proceedings or by deed in lieu thereof, Developer may either: (a) terminate this Agreement and recover the Earnest Money, less the Independent Consideration; or (b) consummate Closing, in which latter event the award of the condemning authority shall be assigned to LP at the Closing. In the event of the latter option, Developer shall cause to be prepared a survey plat and accompanying metes and bounds description of the remaining portion of the Property, in the same form as prescribed for the Survey, and such metes and bounds description shall be used in the Deed and other closing documents at the Closing.

## **ARTICLE 8. DEFAULT**

8.1 **Notice of Default.** If Schlather or Developer fails to comply with any or all of the provisions, covenants, warranties or agreements to be performed or observed by Schlather or Developer under and pursuant to the terms and provisions of this Agreement, and such default is not cured within ten (10) days after written notice thereof, then the non-breaching party may elect to exercise its remedies set forth herein.

8.2 **Breach by Schlather.** If Schlather breaches this Agreement, Developer may: (a) terminate this Agreement and thereupon shall be entitled to: (i) the immediate return of the Earnest Money, less the Independent Consideration; and (ii) a reimbursement from Schlather of all of Developer's costs and expenses incurred by Developer in connection with negotiating and preparing this Agreement, examining and inspecting the Property, and preparing for Closing (including, without limitation, all reasonable attorneys' fees) such reimbursement not to exceed \$30,000.00; or (b) enforce specific performance hereof by filing suit in the appropriate court within sixty (60) days of Schlather's breach; provided, however, that if because of the deliberate act of Schlather, the remedy of specific performance is unavailable, Developer may pursue all other available remedies at law or in equity. In no event shall Schlather be liable to Developer for any actual, punitive, speculative, consequential or other damages, including without limitation any so-called "lost profit" damages, and Developer hereby waives, releases and discharges Schlather from any such damages.

8.3 **Breach by Developer.** If Developer breaches its obligation to proceed to the Closing after all obligations prerequisite thereto hereunder are satisfied, Schlather shall be entitled to the Earnest Money, which shall be paid to Schlather as liquidated damages (and not as a penalty) and as Schlather's sole remedy and relief under this Agreement for such breach. Schlather and Developer have made this provision for liquidated damages because it would be difficult to calculate, on the Effective Date, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Schlather for such breach. In no event shall Developer be liable to Schlather for any actual, punitive, speculative, consequential or other damages, including without limitation any so-called "lost profit" damages, and Schlather hereby waives, releases and discharges Developer from any damages in an amount greater than the Earnest Money. Schlather hereby specifically waives any right of specific performance of this Agreement.

8.4 **Disputes.** The parties agree to use good faith efforts to amicably resolve any and all disputes or claims that may arise out of or relate to this contract or the transactions contemplated herein. As a condition precedent to either party pursuing a lawsuit or arbitration against the other party, the claim or dispute at issue must first be submitted to non-binding mediation under the Mediation Rules of the American Arbitration Association, with the cost of the mediator being split equally between the parties, and the parties shall attempt in good faith to resolve the claim or dispute through such mediation. The foregoing mediation requirement may only be waived in writing signed by both parties.

## **ARTICLE 9. MISCELLANEOUS**

9.1 **Notices.** All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent to the address or email address of the party to receive such notice set forth below if effected by email, hand delivery, by Federal Express, or other reputable courier service, or when deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Schlather: Schlather Properties, LLC  
Attn: John E. Schlather  
3550 Green Valley Road  
Cibolo, Texas 78108  
Email: [johnschlather@gmail.com](mailto:johnschlather@gmail.com)

With a copy to: Norman & Oliver, P.C.  
Attn: James C. Norman  
7373 Broadway, Suite 504  
San Antonio, Texas 78209  
Email: [jnorman@normanoliver.com](mailto:jnorman@normanoliver.com)

If to Developer: King Fish Development, LLC  
Attn: Shad Schmid and Jeff Czar  
2722 West Bitters Road, Suite 106  
San Antonio, Texas 78248

Email: [shad@kingfishtx.com](mailto:shad@kingfishtx.com); [jeff@kingfishtx.com](mailto:jeff@kingfishtx.com)

With a copy to:

Barton Benson Jones PLLC  
Attn: Jerome B. Cohen  
1803 Broadway, Suite 840  
San Antonio, Texas 78215  
Email: [jcohen@bartonbensonjones.com](mailto:jcohen@bartonbensonjones.com)

or such other place as Schlather or Developer may from time to time designate by at least ten (10) days' prior written notice to the other.

9.2 **Real Estate Commissions.** Developer shall cause the LP to pay an aggregate commission in the amount of \$278,000 (being 4% of \$6,950,000) to 4M Realty Company and First American Commercial Property Group (Nick Prater and Landon Kane, Agents), 6812 West Avenue, Suite 200, San Antonio, Texas 78213, with such commission payable at the Closing. The Developer and Schlather hereby represent and warrant that there are no other real estate commissions due and no other brokers representing either party with respect to the execution of this Agreement or any sale or other transfer of the Property as contemplated herein. The Developer and Schlather agree that if any claims should be made for commissions allegedly arising from the execution of this Agreement or any sale or other transfer of the Property by any broker by reason of any acts of the Developer, then the Developer will protect, defend, indemnify and hold Schlather and the LP harmless from and against any and all loss, liabilities, and expenses in connection therewith. Schlather agrees that if any claims should be made for commissions allegedly arising from the execution of this Agreement or any sale or other transfer of the Property by any broker by reason of any acts of Schlather, then Schlather will protect, defend, indemnify and hold the Developer and the LP harmless from and against any and all loss, liabilities and expenses in connection therewith. The indemnity obligations contained in this Section shall survive any termination or expiration of this Agreement and shall be continuing obligations of the Developer and Schlather for so long as same may be enforced within any applicable statute of limitations time periods.

9.3 **Entire Agreement.** This Agreement embodies the entire agreement between the parties relative to the subject matter of this Agreement, and there are no oral or written agreements between the parties or any representations made by either party relative to the subject matter of this Agreement which are not expressly set forth herein.

9.4 **Amendment.** This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

9.5 **Headings.** The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

9.6 **Time of Essence.** Time is of the essence in the performance of this Agreement. However, if the final date of any period or the date by which performance of a certain act is required that is set out in any provision of this Agreement falls on a Saturday, Sunday or a day declared a national or Texas holiday, the time of such period shall be extended to the next day which is not a Saturday, Sunday or such holiday.

9.7 **Applicable Law. Place of Performance.** THE VALIDITY, ENFORCEABILITY, INTERPRETATION OF THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL OF THE OBLIGATIONS CONTAINED IN THIS AGREEMENT ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. VENUE OF ANY ACTION BROUGHT UNDER THIS AGREEMENT SHALL BE IN BEXAR COUNTY, TEXAS.

9.8 **Successors and Assigns.** This Agreement shall bind and inure to the benefit of Schlather and Developer and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Schlather may not assign this Agreement without Developer's prior, written consent. Developer may not assign Developer's rights under this Agreement without the consent of Schlather. Notwithstanding the foregoing, Developer may assign this Agreement to any wholly-owned subsidiary or Affiliate of Developer. For the purposes of this paragraph, the term "Affiliate" means an entity that directly or indirectly controls, is controlled by or is under common control with Developer, and "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations. Shad Schmid and/or Jeff Czar shall substantially own and control Developer at all times during the pendency of this Agreement and the pendency of the LP. Further, notwithstanding the foregoing, Developer and Schlather may assign all or any part of this Agreement to a qualified intermediary to effect an Internal Revenue Code Section 1031 like kind exchange of properties. Developer and Schlather each agree to cooperate with the other and their respective qualified intermediaries to effect any such exchange of the Property; however, the cooperating party shall not be obligated to spend any additional time or money or incur any liability in connection with such exchange and the party requesting such cooperation shall be required to indemnify, defend and hold the cooperating party harmless from any such liability. Further, any such exchange shall be effected by such qualified intermediary in such a manner that title to the Property is directly deeded from Schlather to the Developer.

9.9 **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

9.10 **Attorneys' Fees.** In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees incurred in such suit.

9.11 **Memorandum of Agreement.** Schlather and Developer agree that, within 10 business days following Developer's request (but no earlier than 5 business days prior to the expiration of the Feasibility Period), Schlather and Developer shall deliver to the Title Company, each in form and substance reasonably acceptable to Schlather and Developer: (a) a memorandum of contribution agreement executed and acknowledged by Schlather and Developer to be recorded against the Property in the real property records of Guadalupe County, Texas, (b) a release (the "Release") pertaining to agreement of purchase and sale executed and acknowledged by Schlather and Developer to be recorded against the Property upon the termination or consummation of this

Agreement, and (c) a letter of instructions executed by Schlather and Developer regarding the recording of these documents; it being expressly understood, however, that the letter of instructions shall explicitly provide that in the event that this Agreement is terminated by either party hereto (pursuant to their applicable rights to do so hereunder), the Title Company shall not be permitted to release the Earnest Money to Developer, if applicable, unless and until a recorded copy of the Release has been provided to Schlather. Developer shall bear the cost of recording such memorandum and release.

9.12 **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

9.13 **Date of this Agreement.** As used in this Agreement, the “*Effective Date*” shall mean and refer to the date that the Title Company acknowledges receipt of a fully executed counterpart of this Agreement.

9.14 **Confidentiality.** The parties will keep confidential this Agreement, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Developer to investigate the Property or either party to close this transaction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED TO BE EFFECTIVE as of the Effective Date:

**SCHLATHER:**

SCHLATHER PROPERTIES, LLC, a Texas limited liability company

By: John Schlather  
Name: JOHN SCHLATHER  
Title: EXECUTOR

**DEVELOPER:**

KING FISH DEVELOPMENT, LLC, a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED TO BE EFFECTIVE as of the Effective Date:

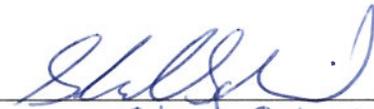
**SCHLATHER:**

SCHLATHER PROPERTIES, LLC, a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER:**

KING FISH DEVELOPMENT, LLC, a Texas limited liability company

By:  \_\_\_\_\_  
Name: Shad Schmid  
Title: Manager

The undersigned Title Company hereby acknowledges receipt of a copy of this Agreement and agrees to hold and dispose of the Earnest Money in accordance with the provisions of this Agreement.

DATE OF RECEIPT  
BY TITLE COMPANY  
(*Effective Date*):

August 8, 2024

ALAMO TITLE COMPANY

By:   
Name: Jennifer Stuart  
Title: Commercial Escrow Asst.

**EXHIBIT A**

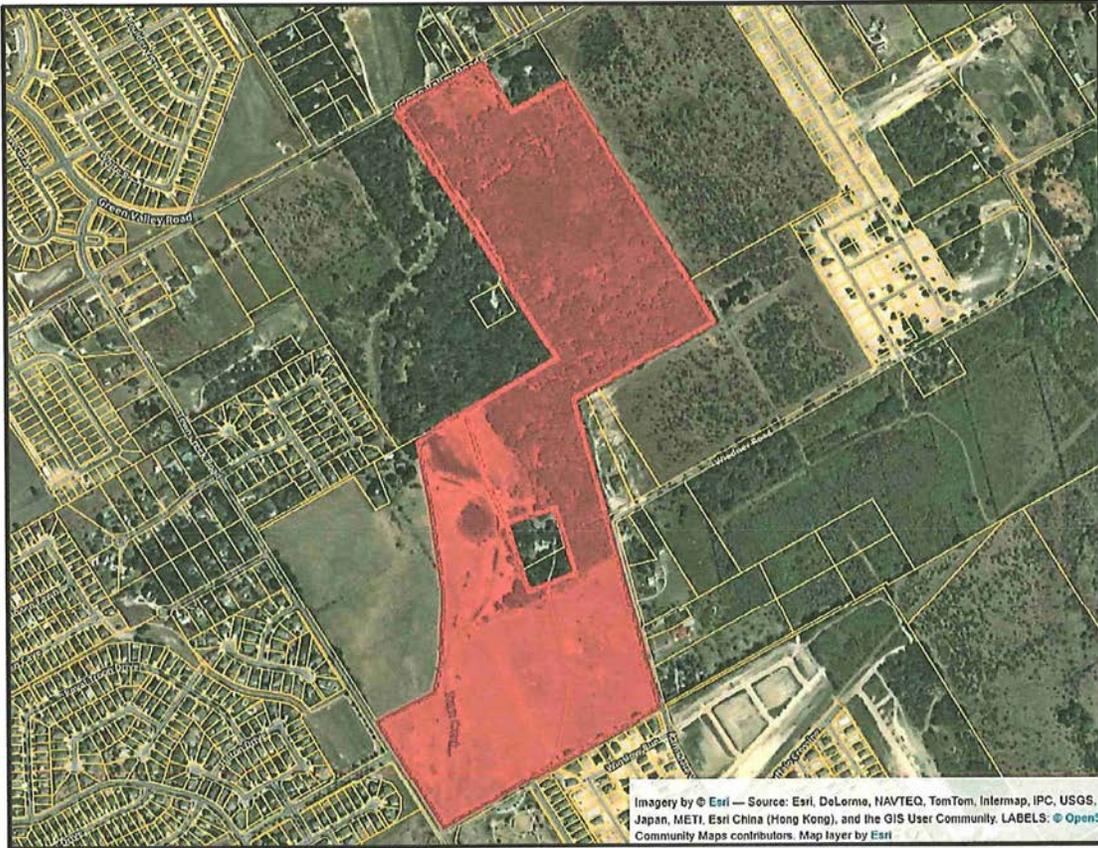
**DEPICTION OF LAND**

**EXHIBIT A TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY**

**BETWEEN**

**SCHLATHER PROPERTIES, LLC, AS SELLER, AND  
KING FISH DEVELOPMENT, LLC AND OR ASSIGNS, AS BUYER**

**APPROXIMATELY 120 ACRES IN GUADALUPE COUNTY OUT OF PROPERTY  
ID: 63802, ABS: 137 SUR: T GARCIA 143.0590 AC ACRES**



SELLER: JS

BUYER: [Signature]



TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof subject when such claim is by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

[SIGNATURE PAGE(S) TO FOLLOW]

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.

\_\_\_\_\_  
Notary Public, in and for the State of Texas

**EXHIBIT A**  
**TO SPECIAL WARRANTY DEED**  
**LEGAL DESCRIPTION OF LAND**

**EXHIBIT B**  
**TO SPECIAL WARRANTY DEED**

**PERMITTED EXCEPTIONS**

**EXHIBIT C**

**FORM OF ASSIGNMENT**

**ASSIGNMENT**

THIS ASSIGNMENT (this "*Assignment*") is made from \_\_\_\_\_ ("*Assignor*"), in consideration of the contribution of the Land (defined below) to Assignor by \_\_\_\_\_ ("*Assignee*").

WHEREAS, concurrently with the execution and delivery of this Assignment, Assignor is conveying to Assignee by Special Warranty Deed (the "*Deed*") that certain tract of land (the "*Land*") more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with the improvements located thereon, if any (the "*Improvements*"); and

WHEREAS, Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to obtain the Assigned Properties (as hereafter defined), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the contribution of the Land to Assignee by Assignor, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor does hereby ASSIGN, TRANSFER, SET OVER, and DELIVER to Assignee the following (collectively, the "*Assigned Properties*"):

(a) The personal property and inventory, if any, owned by Assignor upon the Land or within the Improvements used in connection with the operation of the Land and the Improvements and licenses and permits used in connection therewith (collectively, the "*Personal Property*");

(b) All right, title and interest in all other intangible property pertaining to the Land or the use thereof, including, without limitation: (i) all present and future rights to wastewater capacity, drainage capacity, water capacity or other utility facilities relating to the Land; (ii) all reservations of, commitments for, and letters covering any such rights, whether or not the same are being currently used to the fullest extent available; (iii) all transferable utility contracts; (iv) all engineering plans and studies, topographical surveys, landscape plans, environmental studies, and all other plans, specifications and studies relating to any part of the Land or associated property; (v) all permits and licenses; and (vi) all warranties and guaranties relating to the Land, Improvements, or Personal Property.

TO HAVE AND TO HOLD the Assigned Properties unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND, all and singular, title to the Assigned Properties unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Assignor, but not otherwise.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE(S) TO FOLLOW]

EXECUTED AND EFFECTIVE as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

**ASSIGNOR:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**TO ASSIGNMENT**

**LEGAL DESCRIPTION OF LAND**

# THE HORNSBY GROUP



## Hank Hornsby, MAI, LREB

Managing Director  
The Hornsby Group  
215 S. San Saba St, #120  
San Antonio, TX 78207

hank@thehornsbygrp.com  
O: 210-920-6867  
C: 210-912-1576  
F: 210-920-6867

## Services Offered

- Commercial/Residential Real Estate Appraisal
- Expert Witness Testimony
- Ad Valorem Tax Appeal
- Eminent Domain
- Conservation Easements
- Consultation
- Commercial Real Estate Brokerage
- Residential Real Estate Brokerage

## Markets Covered

- South Texas
- Central Texas
- West Texas

## Experience

Hank Hornsby, MAI, LREB is the Owner and Managing Director of The Hornsby Group, a full-service real estate appraisal firm and brokerage headquartered in San Antonio, Texas, which services the South, Central, and West Texas market areas. Mr. Hornsby has been practicing real estate appraisal across the state of Texas since 2015 and real estate sales since 2020. His experience includes the valuation of all property types throughout his career, including:

- Farm and Ranch Properties
- Residential Subdivisions
- Multifamily Developments
- Industrial Facilities
- Retail Developments
- Office Buildings
- Vacant Land (Rural & Urban)
- Luxury Residences/Estates
- Island Property (International)
- Special-purpose properties:
  - Ground Leases
  - Car Dealerships,
  - Self-Storage Facilities
  - RV Parks/Manufactured housing communities
  - Music Venues
  - Veterinary Clinics

## Professional Affiliations & Designations

- MAI Designation  
*Appraisal Institute* No. 588748
- State Certified General Real Estate Appraiser  
*TALCB* No. TX-1380873-G
- Licensed Real Estate Broker  
*TREC* No. TX-739880
- Member of the Appraisal Institute
- Member of the South Texas Chapter - Appraisal Institute

## Education

- Bachelor of Business Administration  
*Hardin-Simmons University* 2007-2011  
2200 Hickory St,  
Abilene, TX 79601



## Certified General Real Estate Appraiser

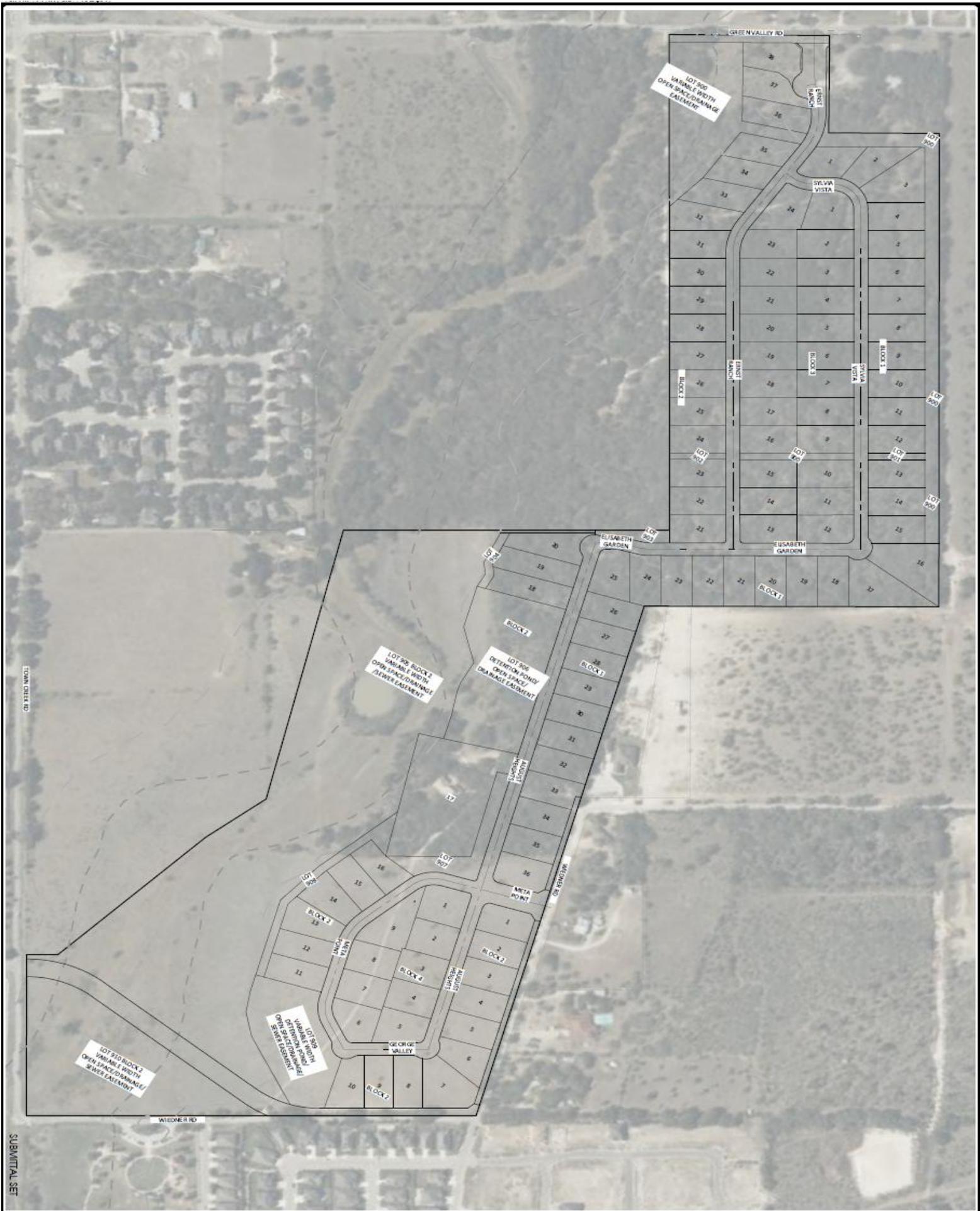
Appraiser: **Hank Hornsby**  
License #: **TX 1380873 G**

License Expires: **02/28/2027**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:  
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at [www.talcb.texas.gov](http://www.talcb.texas.gov).

  
Chelsea Buchholtz  
Executive Director



SUBMITTAL SET

**SCHLATHER RANCH SUBDIVISION**  
**OVERALL LAND PLAN EXHIBIT**

**MTR**  
**Moy Tarin Ramirez Engineers, LLC**  
 ENGINEERING F-5087/SURVEYING F-10131900  
 523 UNIVERSITY HEIGHTS BLVD, STE. 103  
 9840 AVENUE, HOUSTON, TEXAS 77036  
 TEL: (281) 866-2021  
 FAX: (281) 866-0325

- Engineers
- Surveyors
- Planners

REVISIONS				
NO.	DATE	DESCRIPTION	BY	CHKD.

PROJ. #	DRAW. BY	DATE	SCALE	DATE
24235.00	SM	05L	1"=80'	6/2025

SHEET

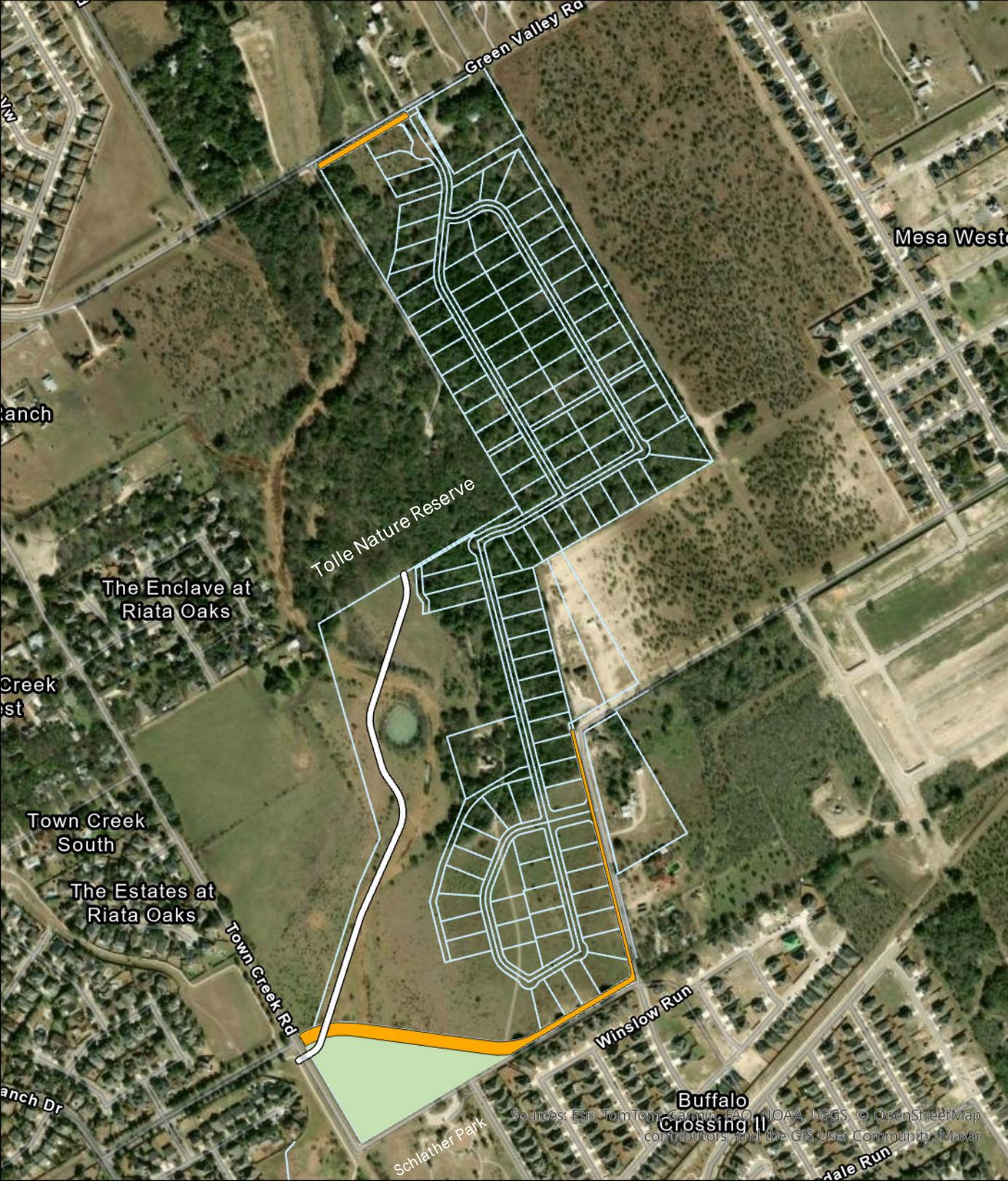
# Exhibit B: Map of Dedications and Easement



## Legend

-  Pedestrian Pathway Easement
-  Roadway Dedication
-  Park land Dedication
-  Schlather Ranch Subdivision

0 0.07 0.15 0.3 Miles



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Maxar

Map made by the Cibola Planning Department

# EXHIBIT "C"

## OFF-SITE PUBLIC STREET IMPROVEMENTS - GREEN VALLEY RD

ITEM	DESCRIPTION	UNIT	EST/QTY	\$/UNIT	AMOUNT
1	Street Excavation	C.Y.	100	\$ 5.00	\$ 500.00
2	Street Embankment	C.Y.	20	\$ 5.00	\$ 100.00
3	Lime Stabilized Subgrade (8")	S.Y.	152	\$ 11.00	\$ 1,672.00
4	Flexible Base (18.50" Compacted)	S.Y.	152	\$ 36.00	\$ 5,472.00
5	Prime Coat	GAL.	17	\$ 5.50	\$ 91.30
6	Tack Coat	GAL.	8	\$ 5.50	\$ 45.65
7	HMAC, Type C (2" Pavement Thickness)	S.Y.	83	\$ 13.00	\$ 1,079.00
8	HMAC, Type C (2" Pavement Thickness)	S.Y.	83	\$ 28.00	\$ 2,324.00
9	6' Concrete Sidewalk	S.Y.	335	\$ 65.00	\$ 21,775.00
<b>TOTAL COST</b>					<b>\$ 33,058.95</b>

## OFF-SITE STREET IMPROVEMENTS - WIEDNER RD

ITEM	DESCRIPTION	UNIT	EST/QTY	\$/UNIT	AMOUNT
1	Street Excavation	C.Y.	1,500	\$ 5.00	\$ 7,500.00
2	Street Embankment	C.Y.	300	\$ 5.00	\$ 1,500.00
3	Lime Stabilized Subgrade (8")	S.Y.	2,165	\$ 11.00	\$ 23,815.00
4	Flexible Base (21" Compacted)	S.Y.	2,165	\$ 32.00	\$ 69,280.00
5	Prime Coat	GAL.	346	\$ 5.50	\$ 1,903.00
6	Tack Coat	GAL.	173	\$ 5.50	\$ 951.50
7	HMAC, Type C (2" Pavement Thickness)	S.Y.	1,730	\$ 16.50	\$ 28,545.00
8	HMAC, Type D (2" Pavement Thickness)	S.Y.	1,730	\$ 13.00	\$ 22,490.00
9	Machine Laid Curb & Gutter	L.F.	1,300	\$ 17.00	\$ 22,100.00
10	6' Concrete Sidewalk	S.Y.	800	\$ 65.00	\$ 52,000.00
<b>TOTAL COST</b>					<b>\$ 230,084.50</b>

**OVERALL TOTAL COST \$ 263,143.45**



**PUBLIC IMPROVEMENTS AGREEMENT**  
**BETWEEN THE CITY OF CIBOLO AND KF SCHLATHER LP**

STATE OF TEXAS

COUNTY OF GUADALUPE

This Public Improvements Agreement (the “**Agreement**”) is made and entered into by and between KF SCHLATHER LP , (the "**Developer**") and the City of Cibolo, Texas, (the "**City**”), hereinafter collectively referred to as the "**Parties**".

WHEREAS, the City of Cibolo is a home rule municipality authorized by state law to regulate public systems such as, but not limited to, streets, wastewater, storm water, and flood prevention, as well as land use such as, but not limited to, development and parkland; and

WHEREAS, The City of Cibolo Unified Development Code (UDC) Article 1 imposes impact fees to address the effect that development has on City infrastructure as authorized by Texas Local Government Code 365; and

WHEREAS, the Developer wishes to develop certain property located within the city limits, consisting of 115.501 acres, more or less, which is described as a parcel of land in the TRINIDAD GARCIA SURVEY, ABSTRACT NO. 137, OF GUADALUPE COUNTY, TEXAS (the “**Property**”) as shown in more detail in **Exhibit “A”**, attached; and

WHEREAS, due to the nature of the development intended by Developer, City ordinances and Texas law require Developer to provide certain public improvements, more particularly described in Section 1, below, and on **Exhibit “B”**, attached; and

WHEREAS, Developer has the option to construct and maintain these improvements themselves in conformity with the City of Cibolo’s Code of Ordinances, or to dedicate such improvements to be maintained by the City; and

WHEREAS, Developer desires to dedicate street improvements and right-of-way to the City for the City to take over future maintenance responsibilities and costs; and

WHEREAS, Developer desires to provide streets for necessary access, but to keep those streets privately maintained by the subdivision through a Property Owners Association; and

WHEREAS, Developer desires to dedicate certain lands and easements to the City, and to construct or contribute financially to certain public improvements, all as specified herein; and

WHEREAS, the City of Cibolo’s Unified Development Code (UDC) requires Tree Preservation and Tree Removal Mitigation; and

WHEREAS, the City of Cibolo’s Unified Development Code (UDC) requires the payment of parkland fees; and

WHEREAS, Developer desires to dedicate park land and trail easements to the City in lieu of paying parkland fees and tree mitigation fees; and

WHEREAS, the City and Developer desire to set forth the rights and responsibilities of each in regards to the construction and maintenance of public improvements; and

NOW, THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereinafter set forth, the Parties agree as follows:

## 1. PREAMBLE

### 1.1 Recitals.

The recitals set forth above are declared to be true and correct by the Parties and are hereby incorporated as part of this Agreement for all purposes.

### 1.2 The Subdivision.

Developer desires to subdivide and develop the property as a residential subdivision, known as Schlather Ranch, in four (4) blocks with 106 single-family residential lots, four (4) open space/drainage easement lots, four (4) drainage easement lots, two (2) open space/drainage/sewer/access easement lots, one (1) open space/cross access easement lot, one (1) open space/drainage/sewer easement lot, and one (1) drainage easement.

### 1.3 Public Improvements.

The parties agree and acknowledge that the nature of the subdivision desired by Developer necessitates the need for public improvements in order to comply with state law, the City’s Unified Development Code (UDC), and to provide for health, safety, and enjoyment of future inhabitants of the subdivision. The public improvement described herein includes the following and are described more fully on Exhibits B and C.

#### A. Dedication of Land for Public Streets

##### 1. Bentwood Pass and Wiedner Road.

Dedication of approximately 1.899 acres, with an estimated appraised value of Two Hundred Seventy-Six Thousand Four Hundred Forty-Two Dollars (\$276,442), for the future roadway connecting Bentwood Pass to Weidner Road.

##### 2. Green Valley Road.

Dedication of approximately 0.388 acres, with an estimated appraised value of Twenty-One Thousand Eight Hundred Forty-Three Dollars (\$21,843), for the future widening of Green Valley Road.

##### 3. Wiedner Road.

Dedication of approximately 0.447 acres, with an estimated appraised value of Forty-Eight Thousand Four Hundred Seventy-Seven Thousand Dollars (\$48,477), for the future widening of Weidner Road.

All dedications described in this Section 1.3 shall be completed and legally conveyed to the City upon recording of the final plat for the Subdivision, unless otherwise agreed in writing by the City.

#### B. Multi-Purpose Trail Easement

Developer shall grant an easement for a multi-use trail approximately 30 feet wide and 3,000 linear feet in length, with an estimated appraised value of Three Hundred Thousand Seven Hundred Sixty-Five Dollars (\$300,765) located generally in the floodplain area of the subdivision, to connect existing City trails located in Schlather Park to the Tolle Nature Center. The precise location of the easement shall be determined by mutual agreement of the Parties.

The Parties agree that the precise location and legal description of the multi-purpose trail easement shall be finalized and documented no later than ninety (90) days following the approval of the Public Improvements Agreement. The Developer shall, within thirty (30) days thereafter, execute and record the easement instrument in the Official Public Records of Guadalupe County, Texas. A recorded copy of the easement shall be provided to the City within ten (10) days after recording.

#### 1.4 Benefits.

The parties acknowledge and agree that each benefits directly from the promises and covenants in this agreement. The City obtains the benefit of assurance regarding the design, quality, and sufficiency of public improvements, including, but not limited to, the connection of Bentwood Pass to Weidner Road improving safety and regional connectivity as described in Section 1.3, implementation linear park system as described in Section 1.3, dedication of public parkland as described in Section 2.2, and their ability to provide necessary services to the citizens of Cibolo. Developer obtains the benefit of compliance with local ordinances and state law, the avoidance of certain fees, including parkland fee credits and tree mitigation waivers, and assurances regarding development requirements.

The parties further acknowledge that Developer is not required to dedicate land or improvements, but has chosen to do so, due to the long term cost savings.

#### 1.5 Effective Date and Term.

This agreement becomes effective once signed by both parties and stays in effect until the expiration of any maintenance and warranty periods provided herein.

1.6 Exhibits.

The following exhibits are attached hereto, and by this reference, incorporated herein.

**Exhibit “A”** – Property Survey/Plat

**Exhibit “B”** – Map of Dedications and Easements

**Exhibit “C”** – Cost Estimate for Public Improvements

## 2 DEVELOPER OBLIGATIONS

### 2.1 Construction of Public Improvements.

The Developer shall design and construct the improvements required to comply with the City’s Unified Development Code, the City of Cibolo Design Construction Manual, and all other applicable City specifications, standards and regulations (collectively, the “**Standards**”) and the construction plans for the public improvements approved by the City’s Engineer (the “**Plans**”), which are shown on **Exhibit “B”**; the improvements shown in said Plans shall hereinafter be collectively referred to as the “**Public Improvement**”. Developer’s construction is subject to the following terms:

- A. Completion. The Public Improvements must be constructed in accordance with the Standards and Plans and be free from design and construction defects. Upon completion of the Public Improvements, the Developer will provide the City with a complete set of construction plans for the Public Improvements (24” x 36” mylar) certified "as built" by the engineer responsible for preparing the approved Plans.
- B. Security for Design and Construction of Public Improvements. The estimated cost of constructing the Public Improvements in accordance with the Plans, which has been determined by a professional engineer and approved by the City’s Engineer, (the “**Cost Estimate**”) is set forth in **Exhibit “C”**. To secure the Developer’s obligations to design and construct the Public Improvements, the Developer shall provide a financial guarantee of performance in the amount of One Hundred Twenty Five Percent (125%) of the Cost Estimate (the “**Security**”). The Security must be in a form approved by the City Attorney.
- C. Restriction on Sale, Transfer or Conveyance of Lots. In the event that the Public Improvements are not constructed to meet the Standards and Plans, and the required Security has expired, the Developer shall not sell, transfer, or convey the Property, or any part or portion of the Property, until sufficient Security has been posted with the City for the completion of the construction and/or correction and repair of defects in materials or workmanship.
- D. Warranty for Maintenance Period. The Developer warrants the Public Improvements will be free from defects for a period of two (2) years from the date the City accepts the construction of the Public Improvements (the “**Maintenance Period**”). The Developer shall correct and repair, or cause to be corrected and repaired, any defects in materials or

workmanship of the Public Improvements that occur before and during the Maintenance Period due to any cause.

- E. Security for Maintenance of Public Improvements. As a condition of the City’s acceptance of dedication of any of the Public Improvements, and to secure the Developer’s warranty obligations during the Maintenance Period, the Developer shall provide a “**Maintenance Bond**” in the amount of Ten Percent (10%) of the total cost of constructing the Public Improvements. The Maintenance Bond must be in a form approved for use by the City Attorney. The Public Improvements must meet the Standards and Plans at the end of the Maintenance Period in order for the City to release the Maintenance Bond.

## 2.2 Dedication.

Developer hereby agrees to dedicate the land, improvements, and easements identified in **Exhibit “B”** attached hereto, and sign any additional documents necessary to necessitate such dedication and transfer. The required dedications include the following:

- A. Dedication of approximately 1.899 acres, with an estimated appraised value of Two Hundred Seventy-Six Thousand Four Hundred Forty-Two Dollars (\$276,442), for the future roadway connecting Bentwood Pass to Weidner Road.
- B. Dedication of approximately 0.388 acres, with an estimated appraised value of Twenty-One Thousand Eight Hundred Forty-Three Dollars (\$21,843), for the future widening of Green Valley Road.
- C. Dedication of approximately 0.447 acres, with an estimated appraised value of Forty-Eight Thousand Four Hundred Seventy-Seven Thousand Dollars (\$48,477), for the future widening of Weidner Road.
- D. Dedication of a multi-use trail easement approximately thirty feet (30’) in width and three thousand (3,000) linear feet in length, with an estimated appraised value of Three Hundred Thousand Seven Hundred Sixty-Five Dollars (\$300,765). The exact location of the easement shall be determined by mutual agreement of the Parties.
- E. Dedication of approximately six (6) acres, with an estimated appraised value of Eight Hundred Seventy-Three Thousand Seven Hundred Fifty-Six Dollars (\$873,756), for parkland generally located at the southwest corner of Town Creek Way and Wiedner Road.

## 2.3 Street Improvements.

Green Valley Road & Access #1 Improvements. During site development, Developer shall design and install a flared right-turn lane at the intersection of Green Valley Road and Access #1, with an estimated construction cost of Thirty-Three Thousand Fifty-Nine Dollars (\$33,059).

Wiedner Road Improvements. Developer shall provide funding at the earlier of plat recordation or October 1, 2026, toward the planned widening of Wiedner Road. The contribution shall include the cost of roadway widening — 12 linear feet from centerline

over a 2,000 linear foot segment, estimated at Two Hundred Thirty Thousand Eighty-Five Dollars (\$230,085).

All costs identified in this Section 2.3 shall be borne solely by the Developer and are considered part of the Developer's required public improvement obligations under this Agreement.

#### 2.4 Pedestrian Path Easement.

Developer shall grant to the City a Pedestrian Path Easement for a multi-purpose trail. The City shall construct the multi-purpose trail within the granted easement. The Pedestrian Path Easement shall consist of a thirty-foot (30') wide by three-thousand-foot (30,000) linear foot easement.

#### 2.5 Parkland Dedication.

Developer shall dedicate approximately six (6) acres of land, with an estimated appraised value of Eight Hundred Seventy-Three Thousand Seven Hundred Fifty-Six Dollars (\$873,756), generally located at the southwest corner of Town Creek Way and Wiedner Road, for parkland purposes, including parks and open space.

Trail Easement Dedication. Developer shall dedicate a multi-purpose trail easement approximately thirty feet (30') in width and three thousand (3,000) linear feet in length, with an estimated appraised value of Three Hundred Thousand Seven Hundred Sixty-Five Dollars (\$300,765).

In consideration for the value of the public parkland/open space, right-of-way, and multi-purpose Trail easement dedications provided by the Developer, the City agrees to waive the \$600 per residential lot developer park fee, totaling Sixty-Three Thousand Six Hundred Dollars (\$63,600), and to reduce or eliminate tree mitigation fees for the Schlather Ranch Subdivision, as further described in Section 2.6 below.

#### 2.6 Tree Mitigation Fees.

In exchange for the dedications described above, the City agrees to waive all tree mitigation fees, Five Hundred Seventy-Three Thousand Eight Hundred Twenty-One Dollars (\$573,821), otherwise applicable to Developer for the Property based on the 2025 Schlather Ranch Tree Preservation Plan. The 2025 Schlather Ranch Tree Preservation Plan is available for review in the City of Cibolo Planning Department.

Schlather Ranch Tree Preservation Summary		
Tree Category	Tree Size (Caliper Inch)	Trees Saved
Protected	4" – 7.99"	113
Protected	8" – 19.99"	1,378
Heritage	20" – 23.99"	80
Heritage	24" and up	83
Total Trees Preserved		1,654

MITIGATION CALCULATIONS

MITIGATION DUE TO TREE REMOVAL			
DIAMETER OF EXISTING TREES (DBH)	TREE REPLACEMENT RATIO	INCHES REMOVED	INCHES TO BE MITIGATED
8-19.99"	1.0	10737.5	10737.5
20-23.99"	2.0	1601.5	3203
24+	3.0	1674	5022
TOTAL		14013.00	18962.50

TREE MITIGATION THROUGH PLANTING				
TOTAL NUMBER OF LOTS	* NUMBER OF TREES TO BE PLANTED PER LOT	CALIPER INCH TO PLANTED	** TOTAL INCHES AVAILABLE FOR MITIGATION	CREDIT FROM PLANTING
110	4	3.0	1320	\$198,000.00

FEE CALCULATIONS							
TOTAL INCHES	30% REMOVAL WITHOUT PENALTY	70% OF TOTAL INCHES	REMOVED INCHES TO BE MITIGATED - CREDIT INCHES	FEE PER INCH	TOTAL FEE (MITIGATION - PRESERVATION)	CREDIT FROM PLANTING	FEE (TOTAL FEE - PLANTING CREDIT)
46,056.75	13,817.03	32,239.73	5145.48	\$150	\$771,821.25	\$198,000.00	\$573,821.25

2.7 Construction Truck Route.

The City and Developer shall mutually agree upon a designated construction truck route to be used by all contractors, subcontractors, suppliers, and any other parties engaged in the construction and development of the Subdivision. The Developer shall be responsible for ensuring that all such parties are notified of, and adhere to, the designated construction truck route.

Developer shall include provisions in its contracts with all contractors and subcontractors obliging them to comply with the designated construction truck route.

Failure of contractors, subcontractors, or suppliers to adhere to the designated construction truck route shall constitute a violation of this Agreement. In the event of such violation, the City may issue citations or impose administrative penalties against the Developer. Developer shall be fully responsible for any fines, penalties, or enforcement actions arising from its contractors', subcontractors', or suppliers' noncompliance with the designated construction truck route.

## 2.8 Private Street Maintenance.

Developer has elected to maintain a private street and to provide for its maintenance privately instead of dedicating the street for City maintenance in accordance with Article 18 Transportation, Section 18.2 Private Streets, of the City of Cibolo's Unified Development Code (UDC). Pursuant to that election:

- A. Developer shall create a mandatory Homeowners Association (the "**Association**") which shall apply to the lots in the Subdivision, and shall establish bylaws, rules, regulations and restrictive covenants (collectively the "**Association Regulations**") to assure that the Association performs and accomplishes the duties and purpose required to be performed and accomplished by the Association pursuant to this Agreement.
- B. Developer shall submit the Association Regulations to the City for review to assure that the Association Regulations provide adequate language to protect the City's interest with respect to the Association's performance of the duties and obligations assigned to it by this Agreement. Approval by the City of the Association Regulations shall not be unreasonably withheld, conditioned or delayed, and the scope of its review shall be limited to the provisions pertaining to the Association's performance of the duties and obligations assigned to it by this Agreement.
- C. The Association Regulations shall provide that it cannot be amended by its members to diminish or repeal any duty or obligation assigned to it by this Agreement without the written consent of the City.
- D. The owner of each residential lot, present and future, within the Subdivision will be required to be a member of the Association, dues are or will be assessed and collected by the Association, and any unpaid dues or assessments shall be secured by a lien on the future residential lot for which they are assessed as set forth in the Association Regulations.
- E. The Association Regulations shall require the Association to maintain the streets as shown on the final plat of the subdivision and in conformity with Article 18 Transportation, Section 18.2 Private Streets, E. Maintenance, of the UDC.
- F. The Association Regulations shall include a provision to enact Article 18 Transportation, Section 18.2 Private Streets, L. Property Owners Association, Subsections 2 – 6 of the UDC.

- G. The Association Regulations shall provide that the Association may only cease collection of fees and maintenance of the street by a complete and successful dedication of the streets to the City.

## 2.9 Open Space Maintenance and Management.

Developer shall include in the Association Regulations provisions specifying that the HOA shall be responsible for the ongoing maintenance of the common open space and all trail easements, including, without limitation, mowing, debris removal, and general cleaning. Upon construction and installation of the multi-purpose path by the City, the City shall assume responsibility for the maintenance and repair of the multi-purpose trails surface and associated improvements located within the easement. Prior to the final acceptance of the subdivision's public infrastructure, the Developer shall provide to the City a copy of the HOA Declaration of Covenants, Conditions, and Restrictions (CC&Rs) governing documents, including a reserve study, per the Texas Property Code, specifically Chapter 209, for the City's awareness, not approval, to demonstrate the Developer has properly conducted a reserve study to base assessments to future property owners concerning their obligation to pay fees (assessments) to cover expenses related to maintenance of community standards and managing common areas that are to be owned and maintained by the HOA.

- A. Maintenance Requirement. The HOA shall be responsible for the maintenance of all designated open spaces within the community. Such maintenance shall be conducted in full compliance with the *City of Cibolo Code of Ordinances, Section 46*, pertaining to offensive, foul, or noxious weed or vegetation growth. The HOA shall ensure that open space areas remain free of conditions deemed offensive, hazardous, or detrimental to public health, safety, or welfare.
- B. Optional Natural Habitat Management Program. As an alternative or supplemental approach, the Association may elect to participate in an approved program with the Texas Master Naturalists Program or a similar recognized conservation organization. The purpose of such participation shall be to develop and implement an *Open Space Management Program* that promotes the growth of native grasses, prairies, and other natural vegetation consistent with regional ecological practices.
- C. Allowance for Taller Vegetation. In the event the HOA participates in such a recognized program, it is agreed that certain designated open space areas may contain vegetation taller than the height limitations otherwise prescribed by the *City of Cibolo Code of Ordinances, Section 46*. These areas shall be managed and maintained in accordance with the approved open space management plan, ensuring the vegetation remains intentional, controlled, and beneficial to the natural habitat.
- D. Documentation and Communication. The HOA shall maintain documentation of any such approved management program and provide notice to the City of Cibolo and community members regarding the designated natural areas and maintenance protocols.

### 3. CITY OBLIGATIONS

- 3.1 Inspection and Acceptance of Public Improvements. The City will inspect the Public Improvements during and at the completion of construction. If the Public Improvements are completed in accordance with Plans and the Standards, the City will approve the Public Improvements and accept the Public Improvements by issuing an **Acceptance Letter** in the format approved by the City at the time. The City will accept the dedication of the parkland in full satisfaction of all City ordinance requirements for Parkland Fees and will confirm that Developer's satisfaction of that obligation to Developer in writing.
- 3.2 Notice of Defect. The City will notify the Developer if an inspection reveals that any portion of the Public Improvements is not constructed in accordance with the Plans or the Standards or is otherwise defective. However, the City is not responsible for the construction of the Public Improvements, the quality of the material, or the construction methods utilized. In addition, the City is not responsible for making continuous on-site inspections of the construction work and the City has no privity with or responsibility for the construction contractor or any subcontractors.
- 3.3 Release. Upon the expiration of the Maintenance Period, if there are no existing defects in or failures of the Public Improvements the Developer is required to correct, repair or reconstruct, the City's Engineer will recommend release of the Maintenance Bond and/or the remaining Security and/or any Escrowed Funds provided pursuant to Section 5 herein. The City will release the Maintenance Bond and/or the remaining Security and/or remaining Escrowed Funds within thirty (30) days after the recommendation from the City's Engineer.
- 3.4 Maintenance and Operation of Multi-Purpose Trail. The City shall be responsible for the maintenance and operation of the multi-purpose trail located within the Pedestrian Path Easement area. At its sole cost and expense, the City shall install and maintain a ten-foot (10') wide multi-purpose trail within the Pedestrian Path Easement Area. The City shall further be solely responsible for the ongoing maintenance and mowing of the remaining twenty feet (20') of the thirty-foot (30') wide by three-thousand-foot (3,000') long Pedestrian Path Easement Area.
- 3.5 Naming of Open Space and Trail. The City agrees to name the 6-acre open space and multi-purpose trail in honor of the Schlather family in recognition and appreciation of their commitment to creating open spaces and dedication of pedestrian easements in the City of Cibolo.

### 4. DEFAULT

- 4.1 Events of Default. Events of Default under this Agreement are:
  - A. Developer's failure to design the Public Improvements as required to comply with the Standards and Plans;

- B. City's failure to approve or accept Public Improvements constructed in compliance with the Standards and Plans;
- C. Developer's failure to provide the City with a complete set of construction plans for the Public Improvements, certified "as built" by the engineer responsible for preparing the approved Plans;
- D. Developer's failure to comply with the warranty that the Public Improvements will comply with the Standards and Plans during the Maintenance Period;
- E. Developer's failure to provide additional Security within thirty (30) days after notice and demand;
- F. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure; and/or
- G. Developer's failure to comply with any other material provision of this Agreement.

#### 4.2 Notice of Default and Intent to Draw.

The City shall provide notice of default and intent to draw on the Security or Maintenance Bond, as applicable, to Developer with a copy of the notice to any Surety, lender, or Trustee. The notice will identify the event of default and City may, in its sole discretion, provide an opportunity for Developer to cure the default. Upon default, or if Developer fails to cure the default as expressly allowed by City, the City shall be entitled to draw the amount necessary to perform the Developer's obligations under this Agreement up to the total amount of Security and/or Maintenance Bond, as applicable.

#### 4.3 Force Majeure

- A. The term "Force Majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; pandemic; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability, including but not limited to the period, if any, for which development of the Subdivision, or the construction of residences or buildings therein, is limited or suspended pursuant to any moratorium imposed by the city.
- B. If, by reason of Force Majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such Force Majeure to the other party within thirty (30) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the Force Majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### 5. USE OF SECURITY AND/OR MAINTENANCE BOND.

## 5.1 Security; Maintenance Bond; Escrow.

The City may use the Security and/or Maintenance Bond for the purpose of completing the Public Improvements in accordance with the Standards and Plans or to correct, repair or reconstruct the Public Improvements to achieve compliance with the Standards and Plans, subject to the following terms:

- A. The City may, at its option and discretion, accept substitute security instead of, or in addition to, drawing on the Security and/or Maintenance Bond.
- B. The City may, at its option and in its discretion, complete some or all of the unfinished Public Improvements at the time of default, regardless of the extent to which development has taken place or whether development ever commenced, without incurring any obligation to complete any of the unfinished Public Improvements.
- C. The City's draw on the Security and/or Maintenance Bond and use of Security and/or Maintenance Bond to complete, correct, repair, or reconstruct the Public Improvements is not an acceptance of the dedication of the Public Improvements. The acceptance of the Public Improvements is specifically and expressly conditioned on the delivery to the City of Public Improvements constructed to comply with the Standards and Plans or the express order of acceptance by the City Council, and the Public Improvements shall not be considered accepted by the City without the City's issuance of an executed duly-authorized Acceptance Letter.
- D. Security proceeds and/or Maintenance Bond proceeds obtained by the City pursuant to one or more draws shall be maintained by the City in an account or accounts until such funds, together with accrued interest thereon, if any, ("**Escrowed Funds**") are disbursed by the City.
- E. The City shall disburse the Escrowed Funds as Public Improvements are completed, corrected, repaired or reconstructed by the City, or in accordance with the terms of a written construction contract between the City and a third party for the construction of the Public Improvements.
- F. The City will release the Security, and the Escrowed Funds, if any, within thirty (30) days following acceptance of the Public Improvements by the City and when a Maintenance Bond has been provided by Developer.

5.2 No Claim. The Developer has no claim or rights under this Agreement to Security proceeds, Maintenance Bond proceeds, or Escrowed Funds, to the extent used by the City.

## 6. MISCELLANEOUS

- A. Covenants, Restrictions, and Conditions. The covenants, restrictions, and conditions included in this Agreement will operate as covenants running with the land and will be binding upon the Developer and the Developer's legal representatives, heirs, successors, and permitted assigns.
- B. Remedies. The remedies available to the City and the Developer under this Agreement and Texas law are cumulative in nature.

- C. No Third-Party Beneficiaries. This Agreement shall not be construed as affording any rights or benefits to anyone other than City and Developer. No third-party, including without limitation a trustee in bankruptcy, shall have any interest in or claim to posted Security and/or Security proceeds.
- D. Indemnification. **The Developer shall indemnify and hold the City harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Developer of any provision in this Agreement, or from any act or negligence of Developer or Developer's agents, contractors, employees, tenants, or licensees in the construction of the Public Improvements. The Developer further agrees to indemnify and defend the City, if the City is named as a defendant in an action arising from any breach on the part of Developer of any provision in this Agreement or from any act or negligence of Developer or Developer's agents, contractors, employees, tenants, or licensees in the construction of the Public Improvements.**
- E. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The City's failure to enforce any provision of this Agreement will not constitute a waiver or estoppel of the right to do so.
- F. Successors and Assigns. This Agreement is binding on the Developer and the heirs, successors, and permitted assigns of the Developer and on any person acquiring an ownership interest in the Property, or a part or portion of the Property, through the Developer. The Developer's obligations under this Agreement may not be assigned without the written approval of the City; provided the City's approval shall not be unreasonably withheld if the Developer's assignee expressly assumes all obligations of the Developer under this Agreement and said assignee is not in default on their taxes or in bankruptcy.
- G. An assignment shall not be construed as releasing the Developer from Developer's obligations under this Agreement and Developer's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the City executes and delivers to the Developer a written release. The City agrees to release the Developer, if the Developer's assignee expressly assumes the Developer's obligations under this Agreement and has posted the Security and/or Maintenance Bond required by this Agreement. The City may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Developer.
- H. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as indicated below, if the notice is not returned as undeliverable. Two properly addressed and posted notices that are returned as undeliverable constitute proper notice. It is acknowledged by the parties that an unofficial courtesy notice, in the form of electronic mail, in addition to formal notice is preferred. An email is not itself notice and cannot substitute official notice as otherwise provided herein.

**Developer:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**City:**

Director of Planning  
City of Cibolo, Texas  
P.O. Box 826  
Cibolo, Texas 78108

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With copy to:

Dan Santee  
2517 N. Main Avenue  
San Antonio, TX 78212

The Parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

- I. Non-Severability. The provisions of this agreement each address the specific and interdependent needs and desires of the parties. It is not the intention of the parties for provisions declared invalid to be severed.
- J. Jurisdiction and Venue. This Agreement concerns real property located in Guadalupe County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Guadalupe County, Texas.
- K. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.
- L. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both Parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COUNCIL.

**Right of Entry.** The Developer grants to the City and its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property to inspect the construction of the Public Improvements, and to construct, inspect, maintain, and repair any public improvements made on the Property by the City.

*[signatures on the following page]*

This Agreement is executed as of the dates set forth below and is effective upon approval by the City of the final plat for the Schlater Ranch Subdivision.

**THE CITY OF CIBOLO:**

By: \_\_\_\_\_  
Wayne Reed, City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Peggy Cimics, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dan Santee, City Attorney

**DEVELOPER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF GUADALUPE

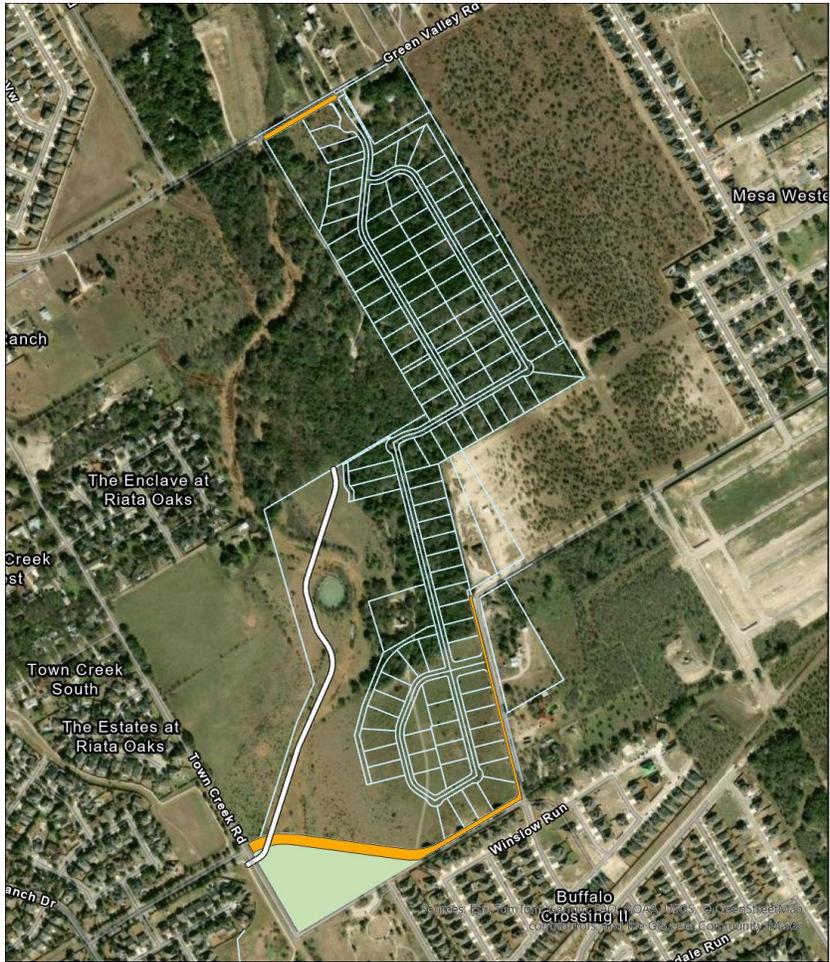
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_, in the capacity stated herein.

\_\_\_\_\_  
Notary Public – State of Texas

**Exhibit “A” – Property Survey/Plat**



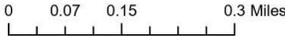
**Exhibit “B” – Map of Dedications and Easements**



### Exhibit B: Map of Dedications and Easement

**Legend**

- Pedestrian Pathway Easement
- Roadway Dedication
- Park land Dedication
- Schlather Ranch Subdivision



Map made by the Cibolo Planning Department

**Exhibit "C" – Cost Estimate for Public Improvements**

**EXHIBIT "C"**

**OFF-SITE PUBLIC STREET IMPROVEMENTS - GREEN VALLEY RD**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>EST/QTY</b>	<b>\$/UNIT</b>	<b>AMOUNT</b>
1	Street Excavation	C.Y.	100	\$ 5.00	\$ 500.00
2	Street Embankment	C.Y.	20	\$ 5.00	\$ 100.00
3	Lime Stabilized Subgrade (8")	S.Y.	152	\$ 11.00	\$ 1,672.00
4	Flexible Base (18.50" Compacted)	S.Y.	152	\$ 36.00	\$ 5,472.00
5	Prime Coat	GAL.	17	\$ 5.50	\$ 91.30
6	Tack Coat	GAL.	8	\$ 5.50	\$ 45.65
7	HMAC, Type C (2" Pavement Thickness)	S.Y.	83	\$ 13.00	\$ 1,079.00
8	HMAC, Type C (2" Pavement Thickness)	S.Y.	83	\$ 28.00	\$ 2,324.00
9	6' Concrete Sidewalk	S.Y.	335	\$ 65.00	\$ 21,775.00
<b>TOTAL COST</b>					<b>\$ 33,058.95</b>

**OFF-SITE STREET IMPROVEMENTS - WIEDNER RD**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>EST/QTY</b>	<b>\$/UNIT</b>	<b>AMOUNT</b>
1	Street Excavation	C.Y.	1,500	\$ 5.00	\$ 7,500.00
2	Street Embankment	C.Y.	300	\$ 5.00	\$ 1,500.00
3	Lime Stabilized Subgrade (8")	S.Y.	2,165	\$ 11.00	\$ 23,815.00
4	Flexible Base (21" Compacted)	S.Y.	2,165	\$ 32.00	\$ 69,280.00
5	Prime Coat	GAL.	346	\$ 5.50	\$ 1,903.00
6	Tack Coat	GAL.	173	\$ 5.50	\$ 951.50
7	HMAC, Type C (2" Pavement Thickness)	S.Y.	1,730	\$ 16.50	\$ 28,545.00
8	HMAC, Type D (2" Pavement Thickness)	S.Y.	1,730	\$ 13.00	\$ 22,490.00
9	Machine Laid Curb & Gutter	L.F.	1,300	\$ 17.00	\$ 22,100.00
10	6' Concrete Sidewalk	S.Y.	800	\$ 65.00	\$ 52,000.00
<b>TOTAL COST</b>					<b>\$ 230,084.50</b>



**CIBOLO CITY COUNCIL**  
**CIBOLO MUNICIPAL BUILDING**  
200 S. Main  
Cibolo, Texas 78108  
October 27, 2025  
6:30 p.m.

**Minutes**

1. Call to Order – Meeting was called to order by Mayor Allen at 6:30 p.m.
2. Roll Call and Excused Absences – Members Present: Mayor Allen, Councilman McGlothin, Councilman R. Roberts, Councilman Mahoney, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, Councilwoman D. Roberts, and Councilman Hicks.
3. Invocation – The Invocation was given by Pastor Jimmy.
4. Pledge of Allegiance – All in attendance recited the Pledge of Allegiance.
5. Presentation of Awards/Recognitions
  - A. Five Year Service Award to Dale Roberts from the Public Works Department.  
Mr. Reed presented Dale Roberts from the Public Works Department with his Five Years of Service Award.
  - B. Ten Year Service Award to Yolanda Avila from the Municipal Court.  
Ms. Avila from the Court Department was presented her Ten Years of Service Award by Mr. Reed.
6. Public Hearing
  - A. The Cibolo City Council will hold a public hearing to hear public testimony to consider designating a Reinvestment Zone known as the “City of Cibolo Reinvestment Zone No. 2” for purposes of Commercial-Industrial Tax Abatement located at 3641 Santa Clara Road, specifically a tract or parcel containing an estimated 126.443 acres.  
  
Mayor Allen open the public hearing at 6:45 p.m. Mr. Germann County Commissioner Pct. 4 spoke that this company is a game changer for Cibolo and the SCUCISD. He stated that this was a joint effort of the County, City, and other entities. No one else wish to speak on this item and Mayor Allen closed the public hearing at 6:47 p.m.

7. Citizens to be Heard

This is the only time during the Council Meeting that a citizen can address the City Council. It is an opportunity for visitors and guests to address the City Council on any issue to include agenda items. All visitors wishing to speak must fill out the Sign-In Roster prior to the start of the meeting. The City Council may not deliberate any non-agenda issue, nor may any action be taken on any non-agenda issue at this time; however, the City Council may present any factual response to items brought up by citizens. (Attorney General Opinion – JC-0169) (Limit of three minutes each.) All remarks shall be addressed to the Council as a body. Remarks may also be addressed to any individual member of the Council so long as the remarks are (i) about matters of local public concern and (ii) not disruptive to the meeting or threatening to the member or any attendee, including City Staff. Any person violating this policy may be requested to leave the meeting, but no person may be requested to leave or forced to leave the meeting because of the viewpoint expressed. This meeting is livestreamed.

The following individuals signed up to speak during this item. Ms. Latimer spoke on consent agenda item 8E. She gave the history of Venado Crossing as a Plan use Development. She spoke on the PUD and the ability to review this PUD. Ms. Tyler also spoke on Venado Crossing and how they are still waiting for the amenity center that they were promised. She also stated that they have very little communication with the developer. Ms. Tyler also said that when the homes are sold in Venado Crossing they stated that they were in the SCUCISD and that is totally not true as some members of Venado Crossing are in the Marion School District. Mr. Lindquist talked about the Tri County Chamber 2026 Small Business Symposium. He stated that the purpose of this symposium was to bring small business owners, civic leaders, corporations, and the military community to share resources, strategies, and opportunities for growth. Ms. Rose gave a shout out for the renovation of the old Noble Group to the Cibolo Community Center. She thanked the city for the opportunity for the seniors to utilize the large space during the day. She thanked Mr. Weaver for letting the seniors utilize the Grange Hall the last several years. Mr. Cortez introduced himself as a candidate for Congressional 35<sup>th</sup> District.

8. Consent Agenda – Consent Items (General Items)

(All items listed below are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a Council member requests, in which case the item will be removed from the consent agenda.)

- A. Approval of the minutes of the Special City Council Meeting held on October 14, 2025.
- B. Approval of the minutes of the Regular City Council Meeting held on October 14, 2025.
- C. Approval of the August 2025 Revenue & Expense Report pending final acceptance of the City's financial audit for the 24-25 fiscal year.
- D. Approval of the August 2025 Check Register.
- E. Approval of the Final Plat of Venado Crossing Unit 4.

Councilwoman Cunningham made the motion to approve item 8A, B, C, D, and to pull item 8E for further discussion. The motion was seconded by Councilman Hicks. For: All; Against: None. The motion carried 7 to 0. After a discussion on item 8E Councilwoman Cunningham made the motion to table item 8E. The motion was seconded by Councilman Hicks. For: All; Against: None. The motion carried 7 to 0.

9. Staff Update

A. Administration

a. Capital Improvement Program – Updates on Projects

Lower Seguin Road – No update

Dean Road and Bolton Road – No update

Green Valley Road Water Main Extension – No update

FM 78 – Water Main Extension – On-Hold will resume work Nov. 3, 2025.

FY25 Street Rehabilitation Package 1

Complete. Scheduling final walk-through in the coming weeks.

FY25 Street Rehabilitation Package 2 – 40% Completed

Silver Wing (CVD to Thistle Creek) Substantially Completed

Town Creek Rd (GVR to Bentwood Pass) – Under Construction. Contractor working on the Lime Treated Subgrade. Scheduled for first layer of Asphalt week of Nov. 10<sup>th</sup>

Firebird Run (Silver Wing to Kipper Ave) – Project will begin Jan. 5, 2026.

Deer Creek Drainage Improvements - Completed

Town Creek Trail – No new update

b. RFP's, RFQ's, RFB's, and ITB's – No update

c. Cibolo Community Center Phase I Soft Opening (10/27)

d. Update on the next Council Workshop scheduled for Oct. 27<sup>th</sup>

e. Cibolofest Recap – Great event

f. Thanksgiving Luncheon – Luncheon schedule for November 20th

g. Annual Employee Awards Event – Scheduled for December 12th

B. Fire Department – In packet

10. Ordinances

A. Approval/Disapproval of an Ordinance of the City of Cibolo designating a Reinvestment Zone known as the “City of Cibolo Reinvestment Zone No. 2” for purposes of Commercial-Industrial Tax Abatement located at 3641 Santa Clara Road, specifically a tract or parcel containing an estimated 126.443 acres.

Councilman Hicks Made the motion to approve an Ordinance of the City of Cibolo designating a Reinvestment Zone known as the “City of Cibolo Reinvestment Zone No. 2” for purposes of Commercial-Industrial Tax Abatement located at 3641 Santa Clara Road, specifically a tract or parcel containing an estimated 126.443 acres. The motion was seconded by Councilwoman D. Roberts. For: All; Against: None. The motion carried 7 to 0.

11. Discussion/Action

A. Discussion/Action regarding the City's Water and Wastewater Utility Rate Study by Willdan Financial Services and recommendation on Changes to Utility Rate Fees.

Councilwoman D. Roberts made the motion to table this item until the November 18<sup>th</sup> Council Meeting. The motion was seconded by Councilwoman Sanchez-Stephens. For: All; Against: None. The motion carried 7 to 0.

- B. Discussion/Action to authorize the City Manager to submit a final incentive offer for Project Theo.

Councilman Hicks made the motion to authorize the City Manager to submit a final incentive offer for Project Theo. The motion was seconded by Councilman Mahoney. For: All; Against: None. The motion carried 7 to 0.

- C. Discussion/Action on City of Cibolo Employee Handbook policy review.

Councilman Hicks made the motion to approve the City of Cibolo Employee Handbook policy review with a change to the travel policy for all out of state and out of country come to City Council. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 7 to 0.

- D. Discussion/Action to approve an additional Service Request with Lockwood, Andrews, & Newnam, Inc. (LAN) for professional engineering and survey services for the Tolle Road Improvements Project in an amount not to exceed \$93,830 and authorize the City Manager to execute the associated change order.

Councilwoman D. Robert made the motion to approve an additional Service Request with Lockwood, Andrews, & Newnam, Inc. (LAN) for professional engineering and survey services for the Tolle Road Improvements Project in an amount not to exceed \$93,830 and authorize the City Manager to execute the associated change order. The motion was seconded by Councilman R. Roberts. For: Councilman McGlothlin, Councilman R. Roberts, Councilman Mahoney, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, and Councilwoman D. Roberts; Against: Councilman Hicks. The motion carried 6 to 1.

- E. Discussion/Action to authorize the City Manager to execute a Purchase Order with Industrial Disposal Supply for the purchase of a new Model 435 Street Sweeper in the amount of \$236,761.

Councilman Hicks made the motion to approve authorizing the City Manager to execute a Purchase Order with Industrial Disposal Supply for the purchase of a new Model 435 Street Sweeper in the amount of \$236,761. The motion was seconded by Councilwoman D. Roberts. For: All; Against: None. The motion carried 7 to 0.

- F. Discussion/Action to authorize the City Manager to execute a three (3) year contract, with two (2) one-year renewal options, with Cintas Corporation for uniform services in an amount not to exceed \$125,000.

Councilman Hicks made the motion to approve authorizing the City Manager to execute a three (3) year contract, with two (2) one-year renewal options, with Cintas Corporation for uniform services in an amount not to exceed \$125,000. The motion was seconded by Councilwoman D. Roberts. For: All; Against: None. The motion carried 7 to 0.

- G. Discussion/Action on the Tri-County Chamber Elected Officials Reception Sponsorship for \$1,000.

Councilman McGlothlin made the motion to deny the Tri-County Chamber Elected Officials Reception Sponsorship for \$1,000. The motion was seconded by Councilman Mahoney. For: All; Against: None. The motion carried 7 to 0.

- H. Discussion/Action on a request from a local nonprofit organization (Everyday Fellowship), to allow a banner to be placed over the road at Main St and FM 1103 to advertise a free community event in December and to coordinate with GVEC or the City to hang the banner.

Councilman Hicks made the motion to allow Everyday Fellowship, to allow a banner be placed over the road at Borgfeld and Cibolo Valley Drive to advertise a free community event from November 12 to December 12 at no cost. The motion was seconded by Councilwoman Sanchez-Stephens. For: All; Against: None. The motion carried 7 to 0.

Council went into Executive Session at this time.

I. Discussion from Councilmembers that have attended seminars, events, or meetings.

Councilman Hicks attended the Quilt of Valor and Soft Opening of the Senior Center. Councilwoman Sanchez-Stephens also attended the Quilt of Valor and Soft Opening of the Senior Center. Councilwoman Cunningham attended an event at Clemens H.S., Animal Advisory Meeting and a meeting with Venado Crossing. Councilman R. Roberts attended the Soft Opening of the Senior Center.

J. Discussion on items the City Council would like to see on future agendas. (Council)

K. Discussion/Action on the review and confirmation of all upcoming special meetings and workshops and scheduling the time, date and place of additional meetings, special meetings or workshops.

Ms. Cimics informed the Council that there will be a Special Meeting on November 6 to discuss a few items that needed to be done before the November 18<sup>th</sup>.

12. Executive Session

The City Council will meet in Executive Session as Authorized by the Texas Gov't Code Section 551.071, Consultation with Attorney, Section 551.087, Economic Development, and Section 551.074 Personnel Matters to discuss the following:

A. Project Theo

B. City Manager appointment, employment, evaluation, and duties.

C. City Secretary/Deputy City Secretary appointment, employment, evaluation, and duties.

Council went into Executive Session at 8:26 to discuss the above items.

13. Open Session

The City Council will reconvene into Regular Session and take/or give direction or action, if necessary, on items discussed in the Executive Session.

Council reconvened into open session at 10:16. Councilman McGlothin made the motion to extend Mr. Reed's contract to 2030 and to remove one week of vacation time and to give a 5% increase in 2026 and a 5% increase in 2027. The motion was seconded by Councilman R. Roberts. For: Councilman McGlothin, Councilman R. Roberts, Councilman Mahoney, and Councilwoman D. Roberts; Against: Councilwoman Cunningham, Councilwoman Sanchez-Stephens, and Councilman Hicks. The motion carried 4 to 3. Councilmember Sanchez-Stephens expressed concern that the motion regarding the City Manager's compensation introduced did not reflect the Council's consensus to bring this item back for future discussion. She stated that this action did not reflect the consensus reached during executive session and noted it was initiated without Council involvement, which she described as unprofessional and not collaborative. Councilmember Sanchez-Stephens requested that, moving forward, agreed-upon processes be honored to ensure transparency and collaboration among the full Council. Councilwoman Cunningham made the motion to appoint Ms. Chapman as the Interim City Secretary effective November 3<sup>rd</sup>. The motion was seconded by

Councilman Hicks. For: All; Against: None. The motion carried 7 to 0. Councilwoman Cunningham made the motion to start the process to hire a Deputy City Secretary so that person would be hired prior to the City Secretary's retirement. The motion was seconded by Councilman Hicks. For: All; Against: None. The motion carried 7 to 0.

Council went back to complete item 11J, K, and L.

14. Adjournment – Councilman McGlothin made the motion to adjourn the meeting at 10:20 p.m. The motion was seconded by Councilman R. Roberts. For: All; Against: None. The motion carried 7 to 0.

PASSED AND APPROVED THIS 9<sup>TH</sup> DAY OF DECEMBER 2025.

Kara Latimer  
Mayor, City of Cibolo

ATTEST

Peggy Cimics, TRMC  
City Secretary



City Council Regular Meeting Staff Report

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**D. Discussion/Action on a Coin Design Contest for the City of Cibolo Challenge Coin. (Councilman McGlothin)**

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Discussion/Action Item: 12D.
From	
Peggy Cimics, City Secretary	

**PRIOR CITY COUNCIL ACTION:**

N/A

**BACKGROUND:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FINANCIAL IMPACT:**

N/A

**MOTION(S):**

N/A

**Attachments**

[Coin Design Contest.pdf](#)

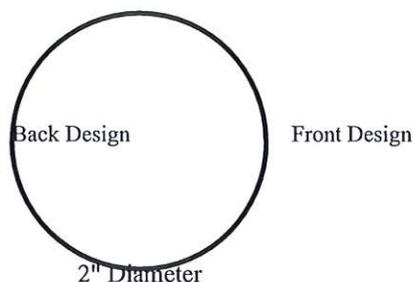
# CITY OF CIBOLO

## Challenge Coin Design Contest

### Calling All Cibolo High School Students

#### Design the Official City of Cibolo Challenge Coin

Students are invited to design both the **front and back** of the official City of Cibolo Challenge Coin. Designs must proudly incorporate **Cibolo's Buffalo** and reflect the spirit, history, and pride of our community.



#### Design Size Requirements

- Coin diameter: **2 inches**
- Submit artwork at actual size or scaled proportionally
- Circular design required (no square backgrounds)
- Designs will be adapted for minting

#### Eligibility

Cibolo residents attending high school

#### Original Work Only

AI-generated artwork is prohibited

#### Timeline

Contest open for 30 days  
Submissions collected by City staff

#### Awards

1st–3rd Place Scholarships

#### Judging & Recognition

City Council will score their top five designs using a weighted point system. The first-place winner will be presented the **first official City of Cibolo Challenge Coin** and their scholarship check at a City Council meeting.

# City of Cibolo Challenge Coin Design Contest

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[insert date]



## Purpose

- Offer the 1<sup>st</sup> scholarship open to Cibolo high school students exclusively
- Showcase pride of Cibolo
- Community involvement with city projects



# Requirements

- Must be a Cibolo resident enrolled in school (Grades 9-12)
- Must submit original artwork (No AI)
- Must Incorporate the Buffalo
- Front and back side design



# Process

- Submission period open 30 days
- Submission collect by staff and presented to council
- Council scores their top 5 individually
  - 5 Points for #1, 4 points for #2, etc
- Top 3 to be presented scholarships (amounts TBD)
- The winner will be presented the first Challenge Coin and scholarship at council meeting (2<sup>nd</sup> and 3<sup>rd</sup> place will be presented scholarships)



# Council Feedback

- If no concerns, Jeff will work with staff directly





City Council Regular Meeting Staff Report

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**E. Discussion/Action on the proposed Planning and Zoning Commission Training starting with Preliminary Plat and Final Plat Ministerial Duties. (Mr. Vasquez)**

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Discussion/Action Item: 12E.
From	
Rick Vasquez, Director of Economic Development and Planning	

**PRIOR CITY COUNCIL ACTION:**

N/A

**BACKGROUND:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FINANCIAL IMPACT:**

N/A

**MOTION(S):**

Approve

**Attachments**

[P&Z Ministerial Duties.pdf](#)

[Preliminary Final Completeness Guide.pdf](#)

**SUBJECT:** Ministerial Responsibilities of the Planning & Zoning Commission for Subdivision Plat Approval (2024 Unified Development Code & Texas Local Government Code, Chapter 212)

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## **I. PURPOSE OF THIS MEMORANDUM**

The purpose of this memorandum is to formally document and clarify the **ministerial role and legal responsibilities** of the City of Cibolo Planning & Zoning Commission (“Commission”) when reviewing and acting upon **preliminary and final subdivision plats** under the **City of Cibolo 2024 Unified Development Code (UDC)** and **Texas Local Government Code (TLGC), Chapter 212**.

This policy is intended to:

- Provide clear guidance to Commission members;
- Ensure consistent, lawful plat decisions;
- Reduce legal risk to the City; and
- Reinforce statutory timelines and limits on discretion.

## **II. LEGAL AUTHORITY**

Subdivision platting authority is derived from:

- **Texas Local Government Code, Chapter 212**, and
- **The City of Cibolo 2024 Unified Development Code**, including:
  - **Article 2 – Administrative Authority**
  - **Article 3 – Procedures and Applications**
  - **Article 18 – Transportation**
  - **Article 19 – General Subdivision Standards**
  - **Article 20 – Subdivision Regulations**
  - **Article 21 – Design & Construction Manual**

## **III. MINISTERIAL NATURE OF PLAT APPROVAL**

Pursuant to **TLGC § 212.004** and **UDC §§2.1, 2.3, and 20.1**, subdivision plat approval by the Planning & Zoning Commission is an **administrative and ministerial act**, not a legislative or discretionary decision.

Accordingly:

- The Commission’s role is to **apply adopted regulations as written**.

- The Commission **does not** evaluate policy preferences, land use compatibility, or public sentiment during plat review.
- If a plat complies with all applicable provisions of the UDC and any approved development agreements, **approval is mandatory**.
- 

## IV. SCOPE AND LIMITS OF COMMISSION AUTHORITY

### A. Authority Granted

Under UDC §2.3, the Commission is authorized to:

- Review preliminary and final plats for compliance with adopted standards;
- Approve or deny plats based solely on objective compliance with the UDC;
- Impose conditions **only when expressly authorized** by the UDC.

### B. Limitations

The Commission **may not**:

- Impose requirements not adopted in the UDC;
- Regulate zoning, density, or land use through plat conditions;
- Require off-site improvements not authorized by ordinance;
- Delay action to seek future policy changes;
- Deny a plat based on public opposition or subjective design preferences.
- 

## V. MANDATORY APPROVAL STANDARDS

### A. Preliminary Plats

Under UDC §20.3, a preliminary plat must demonstrate compliance with:

- Transportation and right-of-way requirements (Article 18);
- General subdivision standards (Article 19);
- Applicable utility, drainage, and floodplain standards;
- Any approved PUD ordinance or development agreement.

### B. Final Plats

Under UDC §20.4, a final plat must:

- Conform to the approved preliminary plat;

- Satisfy construction plan and bonding requirements;
- Accurately reflect dedications, easements, and legal descriptions.

If these standards are met, the Commission **shall approve the plat**.

## **VI. CONDITIONS OF APPROVAL**

Pursuant to **UDC §20.6**, conditions may be imposed **only when authorized**, including:

- Performance and maintenance bonds;
- Completion or approval of construction plans under **Article 21**;
- Parkland dedication or fees-in-lieu under **Article 16**.

Conditions must be:

- Objective and measurable;
- Directly related to subdivision impacts;
- Clearly authorized by the UDC.

## **VII. PUBLIC INPUT AND HEARINGS**

While **UDC §3.4** governs notice and public hearing procedures where applicable, subdivision plats remain **administrative actions**.

Therefore:

- Public testimony is informational only;
- Public opposition does not constitute a legal basis for denial;
- Decisions must be based exclusively on UDC compliance.

## **VIII. STATUTORY TIMELINES (“SHOT CLOCK”)**

Under **UDC §§3.2 and 3.5**, consistent with **TLGC § 212.004**:

- The Commission must act within **30 days** of a complete plat filing;
- Extensions may occur only with applicant consent;
- Failure to act within the statutory period results in **approval by operation of law**.

## **IX. DENIAL REQUIREMENTS**

If a plat is denied, **UDC §20.5** requires that the denial:

- Cite **specific UDC sections** not satisfied.
- Be based solely on objective, technical non-compliance.

- Be supported by the administrative record.

Generalized findings such as “not compatible” or “not in the City’s best interest” are **not legally sufficient**.

## **X. APPEALS AND VESTED RIGHTS**

- Appeals of administrative decisions are governed by **UDC §3.9**.
- Vested rights under **Texas Local Government Code Chapter 245** must be honored.
- Approved Development Agreements, PIAs, and PUD ordinances control applicable standards.
- Newly adopted UDC amendments may not be applied retroactively.

# DRAFT

## PRELIMINARY AND FINAL PLAT REGULATIONS AND APPLICATION PROCEDURES

### ARTICLE 3 PROCEDURES AND COMPLETENESS

All development applications shall be subject to a **determination of completeness** by the **Planning Department**.

No development application shall be deemed complete and accepted for processing unless it is accompanied by **all documents required** by and prepared in accordance with the requirements of this UDC. For a determination of completeness to be issued, an application must include the following:

Payment of fee.

All documents required by UDC

Metes and Bounds description of property

Deed

Survey illustration

Subdivisions shall **conform** to the Comprehensive Master Plan, Future Thoroughfare Plan, Future Land Use Map, Capital Improvement Plans, Master Drainage Plans, Water and Waste Water Plans, Cibolo Design and Construction Manual, and Unified Development Code.

Subdivisions shall be arranged to allow **further subdivision** and opening of future streets with adjoining tracts.

Title Report with private easements.

**Verification** sanitary sewer service may be provided, and the sewer utility has not exceeded 95% of its wastewater treatment system capacity.

**Applicants** must submit sufficient data for the City Engineer to determine a minimum level of service for **sanitary sewer service** Article 19. F. Adequate Service for Areas Proposed for Development.

**Horizontal monuments** as required by Section 19.2 Monuments and Lot Markers.

Lot corners and **survey markers** as required by Section 19.2 (b) Other Markers

**Reserves** identified on a plats shall identify a future use that complies with the property's current zoning. Reserves must be a **minimum of 5 acres**.

**Remnant** tracts are prohibited.

Lots, with a width of **less than sixty (60')** are required to take **access from an alley** (Ordinance #1261, April23, 2019). **(Legal or not, City Attorney review)**

Verification **block lengths** do not exceed **1,400** feet or are not less than 500 feet.

Verification a ten (**10')** **foot utility easement** is provided across the frontage of all lots within the proposed subdivision.

Verification a **drainage easement** is provided when a creek, stream, or tributary flows through a proposed subdivision.

Verification a **drainage easement** or right-of-way is located in a Zone A or AE floodplain will be dedicated to the City along with an additional thirty-feet (30') on the sides of the floodplain Section 19.5 Easements and Utilities

**Maintenance of all easements** shall be the responsibility of the property owner and/or Homeowner Association (HOA).

**Applicants** shall provide **survey** illustrations or as-built plans to illustrate exact location of all utilities.

**Applicants** shall verify adequate **right-of-way** for utilities located on private property will be relocated to easements, sufficient space for solid-waste operations and pedestrian activity

**Applicants** shall verify, in accordance with Article 18, appropriate land area is reserved to interconnect a **linear park network**.

**Applicants** shall verify as required by 19.6 Public and Community Facilities, A. Installation of Water Facilities, project has provided for **domestic water use**, fire protection, and fire hydrants, and shall be reflected on approved **Construction Plans**.

**Applicants** shall verify as required by 19.6 Public and Community Facilities, D. Extension of Lines, **water line extensions shall be made along the entire frontage** of the subdivision adjacent to a street or thoroughfare. Utility lines shall be installed in a manner to **allow extensions to abutting tracts**.

**Applicants** shall verify all lots will be connected to a **public wastewater system**. In the case where insufficient capacity exists in the wastewater system, the replacement or upsizing of the system is required.

**Applicants** shall propose a **reimbursement agreement** for installation of infrastructure with excess capacity, there is a maximum term of a reimbursement agreement.

**Applicants** shall **connect to sanitary sewer** service unless proposing an OSSF, applicant shall verify sanitary sewer service is more than 200 feet from the subdivision, not part of a public extension project, approved by Guadalupe County, and is a minimum of one acre in area.

## **ARTICLE 16 DEDICATION OF PARKLANDS**

### **Dedication of Required Park Land prior to Final Park approval.**

**For the purpose of park land dedication, minor and major subdivision shall not have the same regulatory definition as minor and major subdivision plat.**

**Minor Subdivision** means any residential subdivision or residential portion of a subdivision **five (5) acres or less** that does not include the planning or development of a new street.

**Major Subdivision** means any residential subdivision or residential portion of a subdivision **greater than five (5) acres** or requires the development of a new street

**Applicants** of any minor subdivision **shall not be required** to dedicate parkland. The developer of minor subdivisions shall pay a cash contribution in lieu of parkland dedication. Applicants may address an appeal to the City Council relative to cash contributions, and where undue hardship can be proved by the applicant, the City Council may mitigate the amount of contribution required by the applicant.

**Applicants** of any major subdivision **shall be required** to dedicate public park land or a cash contribution in lieu of park land dedication as determined by the City Council. If a cash contribution is selected by the City Council, it shall be as set according to the fees established by the City.

**Applicants** shall dedicate **8% percent of the total tract, excluding** land planned for commercial or industrial uses, of which **60% may be floodplain** and no area in the floodway will be dedicated and accepted in the dedication.

**City Council shall determine** the suitability of the subject tract pursuant to recommended dedication criteria. **(Application?)**

Applicants shall secure City Councils suitability (approval) of the proposed park land dedication.

Applicants of phased developments shall, the park land **dedication shall be completed** before the first phase reaches 75% buildout; or, before the second phase's final plat is filed for City Council approval.

Applicants shall provide a parkland dedication that is **consistent** with the Comprehensive Plan and the Parks and Recreation Master Plan.

Applicants shall request the **Planning and Zoning Commission review** a proposed parkland dedication and will make a recommendation to City Council on proposed parkland dedications.

Applicants, where **two adjacent developments** seek to dedicate parkland that is 20 acres or greater, dedications may be that are less than the specified in the Parks and Recreation Comprehensive Master Plan.

Applicants shall file a **request to City Council** to grant approval of a parkland dedication.

Applicants may build **recreational facilities**, in exchange for Parkland Dedication **Credits**, after filing a request for City Council review and approval. City Council may allow a maximum parkland dedication credit for the monetary value of recreational facilities up to **20% of the value** of the required parkland dedication requirements.

Applicants may request Parkland Dedication **Credits** in exchange for land dedications that will **protect environmentally sensitive areas** (floodplains, streams, wetlands, stormwater detention structures, and natural green space areas). (City Council?) UDC, Page 251 for criteria.

Applicants may file a request to pay a **fee-in-lieu** of park land dedication. (Approval by?)

Applicants may file a request to the **Planning and Zoning Commission** for a recommendation to City to consider **dedicated park improvements** as an alternative to parkland dedication or a fee-in-lieu of park land dedication.

Applicants shall secure **City Council approval of specifications** of all park improvements proposed for park land dedication or fee-in-lieu credits.

Applicants shall seek a recommendation from the **Parks and Advisory Committee** for combinations of fee-in-lieu contributions, parkland dedications, park improvements, sensitive area land dedications. Applicants shall file a request to the **Planning and**

**Zoning Commission** for a final determination contribution terms and to the **City Council** will for a final decision on the terms of the combination park contribution.

**Applicants** shall provide a **Irrevocable Letter of Credit** in an amount equal dedicated park land assessed value shall be submitted to the **City Manager** prior to the recoding of the **Final Plat**.

**The City Council may, in accordance with the Comprehensive Plan, require a greater amount of parkland in a subdivision than required by the UDC, the area shall be reserved for acquisition by the City. The City will enter a**

**Purchase Option for the property. The City will reimburse the seller for all carrying costs for the land subject to the Purchase Option.**

**The City Council may prohibit development of parkland that is subject of a Purchase Option for parkland for six months while the City seeks a financial strategy to purchase the parkland. Review by City Attorney needed.**

**Applicants** shall **prevent the placement of any fill material** on any land subject to a park land dedication without permission from the **City Council**. City Council may authorize fill material be placed on land subject to a park land dedication. The **City Manager** shall provide the Applicant a **Letter of Allowed Materials and the Degree of Allowed Changes** within the parkland dedication area. Landscaping adjacent to right-of-way shall be provided by the Applicant.

**Applicants** shall **illustrate on the Final Plat** the areas that are required park land dedications and “Parkland Dedicated to City,” including acreage amount.

**City Attorney shall prepare a Warranty Deed for park land dedications depicted on Final Plats , including metes and bounds description. The Warranty Deed shall be signed by the Applicants before the subdivision is 50% built out or before the Applicant files a request for final approval. City Attorney review of this requirement needed.**

**Applicants** shall pay **park fees** established by the City.

**Applicants** shall pay **cash contributions** prior to the final plat recording.

**Applicants** shall pay **park fee in a phased development** in a proportional amount attributable to each phase, prior to recording the final plat.

**Applicants** shall place all **utilities underground** in areas part of a park land dedication unless this requirement is waived by City Council.

Applicants shall ensure all park improvements dedicated to the City shall be designed in accordance with **TAS/ADA requirements**.

END OF ARTICLE 16

### **ARTICLE 17 LANDSCAPING, BUFFERING AND PROTECTED TREES**

Landscaping, Buffering, and Protected Tree protection shall **apply to all** new non-residential construction, duplex and multi-family construction.

Landscaping, Buffering, and Protected Tree protection regulations shall apply to all new construction and **increases in the square footage** of an existing structure by more than 30%.

Landscape regulations shall apply to **churches, schools** consistent with State law.

After a Certificate of Occupancy is issued or a Site Plan approved, absence of required landscape material shall be considered a **UDC violation**.

Only the **portion** of a tract or parcel being developed shall meet the landscape, buffering and tree preservation regulations.

Pad site and ground lease projects shall meet the interior landscape requirements.

Expansion of **paved areas** must meet landscape, buffering and tree preservation regulations.

Applicants must submit a **Landscape Plan** in conjunction with the submission of a Site Plan application.

### **TREE PROTECTION**

Property zoned Agriculture is **exempt** from Tree Protection regulations.

Residences **two acres or less are exempt** from Tree Protection regulations.

Diseased trees, damaged trees, trees impacting utilities, landscape nursery, golf courses are exempt from Tree Protection regulations.

Applicants may request a **deferral** from the Tree Protection regulations from the **Planning and Zoning Commission**.

Applicants shall file an application with the Director of Public Works, Parks Division, for removal of a dead tree designated a Champion Tree. Upon a determination by the Parks Division the tree is dead, the Public Works Director shall approve or deny removal of the tree. The same application process shall be followed for Protected or Heritage Trees.

## Protected or Heritage Tree Removal Through Subdivision Plat Process

Applicants shall submit a **Tree Removal Request, Tree Protection Plan, and a Tree Replacement Plan** in conjunction with a Subdivision Plat application and Public Infrastructure Construction acceptance procedures.

Applicants may request Tree Replacement **Credits**, up to 50% of inches to be replaced may be done through credits.

The Public Works Department shall **provide technical expertise** regarding compliance with removal or protected tree and tree replacement plans.

The Planning Director shall approve or disapprove the protected trees to be removed, preserved, replaced as part of the subdivision plat procedures.

The Planning Director shall not record a subdivision plat if an approved Tree Replacement Plan is not implemented as approved.

The Board of Adjustments shall hear **appeals** to denial of a protected tree permit.

The **City Council** will hear **appeals** to denials of a request to remove a protected tree by the **Planning and Zoning Commission**.

## ARTICLE 18 TRANSPORTATION

Applicants shall ensure the arrangement, extent, character, width, grade and location of all streets shall conform to the **Future Thoroughfare Plan** and the Comprehensive Master Plan.

Applicants shall ensure when adjoining properties are not yet subdivided, the arrangement of streets shall provide for the proper **projection of streets** into the adjoining non-subdivided areas and will be required to comply with the neighborhood pattern or conform to the Future Thoroughfare Plan and Future Land Use Map.

The **classifications of the streets** shall be as determined by the City Engineer and **approved by the City Council**.

Applicants shall ensure **right-of-way shall be dedicated** and pavement width constructed in accordance with the Future Thoroughfare Plan, the City Design and Construction Manual and all other requirements of this UDC.

The Public Works Director shall ensure on City street construction projects when right-of-way is not available for the pavement width specified in the Cibolo Design and

Construction Manual, the City Engineer will determine the pavement width to be used on the project. Said pavement width must be approved by the City Council.

Applicants for a plat shall pay all design, engineering, labor, and construction costs for transportation related improvements required by this UDC.

Specifically, the Applicant shall be responsible for the following:

1. **Phasing** of development or improvements to ensure the provision of adequate public facilities.
2. Extensions of public facilities and roadways, including any necessary **on- and off-site facilities**, to connect to existing public facilities.
3. Providing and/or **procuring** all necessary property interests, including rights-of-way and easements, for the facilities (whether on-site or off-site)
4. Providing **proof** to the city of adequate public facilities (**TIA**).
5. Making provisions for **future expansion** of the public facilities as needed to serve future developments, subject to the City's oversize participation policies, **if applicable**.
6. Providing for all **operations and maintenance** of the public facilities or providing proof that a separate entity will be responsible for the operations and maintenance of the facilities.
7. Providing all **fiscal security** required for the construction of the public facilities.
8. Obtaining **approvals** from the applicable utility providers other than the City.
9. Complying with all requirements of the **utility providers**, including the City and applicable drainage districts.
10. Nothing in this chapter shall be construed to require any dedication or construction that is not explicitly required by the standards within this UDC.

Applicants shall determine through a TIA if **collector and arterial streets adjacent** to the development meet the City's minimum standards for right-of-way, roadway construction, intersection design and capacity, and pavement width, upgrades shall be provided to mitigate traffic impacts and traffic demands generated from the development.

The City may, at its discretion, participate in the **costs to oversize** the improvements with the subdivider as set out herein and subject to the City's participation policies regarding oversizing improvements.

Applicants must ensure development must be supported by **adequate levels of public facilities** and services at the earliest stage of the development process.

Applicants shall ensure when a **nexus** between the demand on public facilities systems created by a new development and the demand for additional infrastructure improvements are needed, right-of-way, pavement construction, capital improvements and easements shall be provided.

Applicants shall construct traffic improvements, whether the facilities are located on, adjacent to or outside the boundaries of the property being developed.

Applicants shall upon submittal of the initial Development Application (Zoning, Subdivision, Plan, etc.) **provide data to verify availability of adequate infrastructure** to serve the project, the City may require provision for dedication of rights-of-way or easements for, and construction of, capital improvements to serve the proposed development. (Not sure its legal to condition a zoning application).

Applicants may request a **deferral** for the construction of capital improvements required to serve a subdivision.

Applicants may request a **Rough Proportionality evaluation** of the required capital improvement, when applicable the Applicant may request a cost sharing agreement.

Applicants shall bring infrastructure facilities **up to City standards** when a proposed subdivision abuts one or both sides of an existing substandard road or utility facility, or a planned or future road or utility facility as shown on the City Thoroughfare Plan

Applicants shall be required to improve the road (including appurtenant sidewalks, paths, bikeways, barrier-free ramps, storm drainage facilities, screening and landscaping, median openings, left turn lanes, and water quality or erosion controls) and utility facilities, to bring the facilities to City standards, or to replace them with standard City road or utility facilities at no cost to the City.

Applicants shall fund the construction costs of 1/2 the pavement width of the perimeter road along the frontage of the subdivision. When the Applicant's subdivision is located on both sides of the roadway, the applicant shall fund 100% of construction costs.

Applicants may request the **City participate** in the construction costs of roadway improvements when a disproportional financial burden is placed on the subdivision as determined by the City Engineer and approved by City Council.

Applicants shall **improve streets around the perimeter of the subdivision**. The Applicant shall dedicate additional right-of-way to complete the required street width from the

roadway centerline to the final edge of right-of-way. To ensure consistent street alignment with a minimum of undesirable curvature, additional right-of-way may be required.

**Applicants** shall pave ½ of the **street cross-section** according to the adopted Thoroughfare Plan.

**Applicants** shall contribute to the City the amount of **money** necessary to complete all paving and curbing required.

**Applicants** may execute a Developer Agreement or Public Improvements Agreement which runs with the ownership of the land, and which obligates the landowner to pay the city on demand the amount of money necessary to cover the cost of all required public street improvements.

See Page 290 UDC for very confusing perimeter street construction requirements.

**Applicants** may request City Council approval for the **location of a private street development**.

**Applicants** for private street development must submit **Land Study**.

**Applicants** for a subdivision of 20 or fewer lots may submit a **Preliminary Plat** in **conjunction** with the required **Land Study**.

**Applicants** shall ensure the **private street development does not impede** the current or future street circulation needs of the area, especially any needed collector or arterial street route, or adequate access to any adjoining tract; and, shall not disrupt an existing or proposed city public pedestrian pathway, hike and bike trail or park; and, have direct access to a two-lane collector street width; and, should not result in an overconcentration of such developments.

**Applicants** shall ensure the **gate** or controlled access mechanism is **approved by the City Fire Marshal/Fire Chief**.

**Applicants** shall provide **access easements for private streets** that are same width as public street rights-of-way.

**Applicants** shall include the following plat note:

"The streets have not been dedicated to the public for public access nor been accepted by the city as public improvements, and the streets shall be maintained by the property owner's association within the subdivision. The streets shall always be open to emergency vehicles, public and private utility service personnel, the U.S. Postal Service and governmental employees in pursuit of their official duties."

**Planning Department** shall verify the proposed private street development will be evaluated to assess its impact on efficiency, convenience and safe functioning and implementation of the Thoroughfare Plan.

**Applicants** shall establish a **property owners' association**, the property owners' association shall own and be responsible for the **maintenance of private streets** and appurtenances. The property owners' association documents must be provided to the City at the time of Final Plat approval. The property owners' association documents shall be **filed for record** with the filing of the record plat.

**Applicants** shall ensure The property owners' association documents must establish a **reserve fund** for the maintenance of private streets and other improvements such as common greenbelts, security station structures and equipment, and other significant property owners' association infrastructure.

**Applicants** shall ensure **Cul-de-sac design** meets the following regulations: 500' maximum length; single-family 120' outside diameter; multi-family 150' outside diameter; and, commercial/industrial 200' outside diameter.

**Applicants** shall ensure single-family residential **cul-de-sac street length** may be extended up to a maximum length of 1,000 feet, as measured from the centerline of street intersecting the cul-de-sac to the center point of the cul-de-sac turnaround, provided that the number of lots located on the cul-de-sac street does not exceed twenty-five (25) lots.

**Applicants** shall ensure **street jogs** will not be offset less than 150 feet on centerline, except in the case of two local streets, which may have an off set of 125 feet on centerline.

Applicants shall ensure **intersections designs** on arterial and collector streets shall be at ninety (90°) degrees, or within five (5°) degrees of that standard. The curb radius at street intersections shall conform to the specifications in the Cibolo Design and Construction Manual. The City Council may authorize deviations to these regulations when streets are being realigned to comply with the Future Thoroughfare Plan.

**Applicants** shall ensure all **residential subdivisions** have a minimum of **two (2) locations accessing existing public streets**. Access may be provided through the construction of a public street. The extent and location of all accesses is subject to review and approval by the City. The City Council shall not permit "island" subdivisions, lots or streets that would be surrounded by the flood waters.

The **City Council** may, at its discretion and upon a finding that such will not compromise the public safety or impede emergency access, **accept a single median-divided entrance** from the City's improved thoroughfare/street system provided that the median extends into the subdivision for an unbroken length of at least one hundred and fifty (150') feet to an intersecting interior street that provides at least two (2) routes to the interior of the subdivision. The **City Council shall have the discretion to approve** a Phasing Plan as a part of a Land Study that specifies where and when a second point of access will provide and/or to require a Maintenance Bond equal to the cost of proving a second access point to the development.

**Applicants** shall provide a one (1') **foot non-access easement** shall be provided along principal and secondary arterial streets and highways when lots have access to another public right-of-way. (Page 298)

**Applicants** shall ensure where a **half-street** is adjacent to a proposed subdivision, the remaining portion shall be platted by the Applicant.

**Applicants** shall ensure a **dedication of right-of-way** along a common property line for a minimum width of 24 feet.

**City Council** may approve **half-streets** in relation to phasing of a project or a PIA impact fee credit agreement to complete a section of the Thoroughfare Plan.

**Applicants** shall provide an additional ½ **right-of-way** to meet street width requirements, except as limited by Section 18.1.G of this Article.

**Applicants** may request **temporary cul-de-sac** for a temporary condition until connection to a future phase.

**Applicants** shall provide all **traffic control devices** required by Design and Construction Manual.

**Applicants** may install **traffic calming** elements with the **approval of the City Manager** and **City Council**. The City Engineer and public safety directors shall give recommendations regarding appropriateness of traffic calming devices.

**Applicants** may install **streetscape** amenities in medians, maintenance shall be by the Applicant or a HOA. If landscaping is proposed, Applicant shall provide a Landscape Plan.

**Applicants** is responsible for ensuring landscape material that encroaches into public right-of-way shall be maintained such that the **minimum overhang** above a sidewalk

shall be eight (8') feet and the minimum overhang above an arterial or collector street shall be fourteen (14') feet.

Applicants shall provide **street names** with a **Land Study and Preliminary Plat**. U.S Postal Service approved street names shall be provided with the Final Plat.

Applicants may request **deviations for the Design Construction Manual**, the City Engineer will review and approve the requests.

Applicants shall **design all local streets for a 10-year storm** capacity and a 25 year flood frequency.

Applicants shall **design collectors and arterial streets for 20-year storm** capacity and a 25-year flood frequency.

Applicants shall design and install curb and gutter as required by the Design and Construction Manual.

Applicants shall ensure **streetlights** are placed at a spacing of 250 feet. Streetlight poles shall be located at the intersection of two arterials shall be installed with a double mast arm or two single mast arm poles at opposite corners of the intersection. Double mast arm poles shall be installed at median openings and alternating single mast arms at all other locations.

Applicants shall ensure on undivided arterial roadways, the poles shall be installed in the parkway with single mast arms placed on alternating sides at 250 feet and two poles at opposite corners at each intersection.

Applicants shall ensure easements are provided the for installation of services to streetlights as required by the City and any applicable electric utility provider.

Utility provider shall determine the streetlight number, type and size.

Applicants shall provide the costs of all street lighting services for two years or until 70% of building permits have final approvals.

Applicants shall provide a lighting plan for review and approval by the City and Utility.

Applicants shall install street lighting prior to plat being recorded.

Applicants shall install conduits for all utilities, irrigation, traffic signals, traffic signal communication, and roadway lighting.

Applicants shall install conduit and ground boxes at all arterial intersections as required by the Cibolo Design and Construction Manual.

Applicants shall install conduits in all divided arterial roadways.

#### **TRANSPORTATION Section 18.13 Traffic Impact Analysis (TIA)**

TIA will only be **valid for 5 years** from the date the TIA is approved.

Applicants and the City are responsible for identifying reasonable solutions to address impacts that will reduce the Level of Service of the transportation system identified through the Applicant's TIA.

Applicants and City Engineer shall define the scope of the TIA prior to submission of the TIA for review and approval.

Applicants may request a **revision** and update to an approved TIA.

Applicants may request **an Agreement** for assistance with the implementation of an approved TIA.

Applicants shall make improvements recommended by the TIA to **off-site intersections**, arterials and collector roadways. Cost sharing may be considered by the City.

Applicants shall use the **worksheet** located on page 304 of the UDC to determine the level of TIA required.

Applicants can use the formula identified on UDC page 306 for **Rough Proportionality** determination.

Applicants shall ensure no obstructions are placed in a **site triangle** of a streets intersection. See UDC, Page 307-308 for design standard.

Applicants shall **provide fire lanes** as required by the most recently adopted Fire Code.

Applicants shall design residential subdivisions **without local street access** to highways, arterials, and major collectors.

Applicants driveways shall take access to the lowest functionally classified roadway when a lot was platted with frontage on collectors, arterials or highways. The City Engineer may require the construction of an on-site turn-around to prevent vehicles from reversing into on-coming traffic.

Applicants for **commercial/industrial subdivision shall maintain 250'** spacing between drives ways accessing arterials and highways.

Applicants for commercial subdivisions should ensure driveways are not closer than 75' to a street intersection.

Applicants shall provide a **common access and/or firelane easement** to facilitate shared access on collectors, arterials and collectors.

Applicants shall ensure 150' **between driveways** on major collectors.

Applicants shall ensure 75' is maintained **between driveways** and intersections on major collectors.

Applicants shall ensure a **minimum distance** of one hundred (100') feet must be maintained between driveways on minor collectors. This minimum spacing shall be measured from the edge of pavement to the edge of pavement.

Applicants shall ensure driveways shall **not be located closer** than fifty (50') feet from a street intersection on minor collectors.

Applicants **shall provide common access** and fire line easement.

## **DRIVEWAY APPROACHES**

Applicants shall **remove a sidewalk** when a driveway crosses an existing sidewalk. The Applicant may request the City Engineer approve the existing sidewalk be incorporated into the proposed drive-way design.

Applicants shall **remove a curb and gutter** when a proposed drive-way approach crosses an existing curb and gutter, the curb and gutter shall be removed to the nearest existing construction joint.

Applicants shall ensure driveways shall be designed to **prevent the entrance of water** flowing from the street onto the private property.

Applicants shall design driveway approaches with either flared slopes or with return curbs having a **rolled face disappearing** at the sidewalk and joining the street curb with a radius as required by the Design and Construction Manual.

Applicants shall follow drive-way design criteria established in UDC, page 311.

Applicants shall ensure on local streets the width of the driveways shall **not exceed 60'**.

Applicants shall ensure driveway approaches shall not occupy more than 70% of the roadway abutting frontage of the tract of ground devoted to one particular use.

Applicants shall ensure not more than **1 driveway approach** shall be included on a lot with less than 100' of frontage. Applicants may request additional driveways from the City Engineer.

Applicants may request more than one driveway on a parcel or tract, the minimum separation between driveways shall be 100' on arterials and collectors.

Applicants may submit a request to the City Engineer where a property at a corner does not have the necessary frontage to accommodate the required spacing from the intersection or an interior property does not have adequate width to meet the spacing requirements from an existing driveway on an adjacent property, Applicants may request a common access easement with an adjacent property be utilized to obtain the necessary spacing. Where site limitations prohibit such common access easements, or where cooperation of adjacent property owners cannot be obtained, the City Engineer may authorize a non-compliant driveway, which should be spaced as far from the intersection as practical, provided that the applicant can demonstrate that the proposed drive would result in a traffic safety hazard.

Applicants and adjoining property owners may apply for **shared driveway** access and the driveway shall be located at the frontage of the property.

Applicants shall ensure **driveway approaches** with the curblines shall be 90 degrees for two-way drives and 45 to 90 degrees for one-way driveways.

Applicants shall design driveways to ensure vehicles may **not obstruct the driveway**.

Applicants should utilize **cross access easements** and cross access easements may be required by the City Engineer.

## **SIDEWALKS**

Sidewalks shall be installed along **both sides** of all streets. (Except IH35 and IH10)  
Does not make sense.

Applicants shall provide **curb ramps** at all street intersections.

Applicants shall install **5-foot**-wide sidewalks in residential development and 6-foot-wide sidewalks in commercial developments.

Applicants shall ensure **sidewalks** are installed **free from obstructions**, where insufficient right-of-way exists the Applicant and City Engineer will find alternatives to ensure a clear pedestrian sidewalk facility.

Applicants shall select an **approved landscape material** for the area between the curb and the sidewalk.

Applicants shall install sidewalks at the time when primary or secondary streets are constructed; and, in single-family developments sidewalks may be installed during construction of public improvement or when building permits are issued.

Applicants shall submit a Sidewalk Installation Bond when Applicant is seeking Final Acceptance.

Applicants shall install sidewalks on **both street frontages** when a corner lot is developed.

Applicants may request the City Council approve a sidewalk construction deferral.

The Public Works Director shall give **written notice** to all property owners on both sides of the street to provide public comment regarding the installation of the sidewalks.

The Public Works director shall create a **plan to remove obstacles** placed within the sidewalk network (UDC page 314).

Applicants shall install **bike lanes** along all arterial and collector streets.

Applicants shall provide an **interconnected linear park network**.

## **ARTICLE 19 GENERAL SUBDIVISION STANDARDS**

### **Section 19.10 Drainage and Flood Hazards**

Applicant shall provide plans that describe **construction sequencing details**.

Applicants shall provide **plans for erosion control devices**, storm inlet protection, dust control plans, construction site waste management plans, fuel storage plans, concrete washout systems, vegetation plans, and stabilized construction entrances.

Applicants shall provide plans **that identify protected spoils and staging areas** and methods to contain the materials.

Applicant shall verify that there is **no discharge** from fueling or vehicle washing areas into MS4 water bodies.

Applicants shall provide **drainage plans** that will be reviewed and approved by the City Engineer.

Applicants shall provide plans that establish acceptable methods for controlling soil sedimentation and erosion in special flood hazard areas as identified by FEMA and reflected in FIRM maps.

**Areas of Known Flood Risk.**

The City Council will adopt a map of areas of know flood risk which have experienced a loss of life, property, structural damage, is subject to frequent inundation or represents a risk to the motoring public. This map includes area outside of the regulatory floodplain and will be used to identify risks which must be required from the developer at the direction of the City Engineer or designee. ????

Applicants shall **place base flood elevation on all buildable lots** adjacent to a drainage easement, also all lots must identify a finished floor elevation assigned by the engineer of record.

Applicants shall provide, **prior to final plat approval**, construction of all approved drainage and **detention facilities** or a surety bond, trust agreement, performance bond, or an irrevocable letter of credit, approved by the Floodplain Administrator and City Attorney that guarantees the developer's pro-rata share of construction of all required drainage way and detention facilities in accordance with approved Drainage Plans.

Applicants shall provide stormwater management facilities to reduce post-development peak flow rates of discharge to a maximum of **80% of the pre-development rates** for the two (2), five (5) ten (10), twenty-five (25), fifty (50) and one hundred (100) year storm events at all points of discharge. The applicant shall provide a drainage report which includes a evaluation of downstream conditions, including consideration of and mitigation for risk from flood related losses arising from increase peak flows, generating additional runoff, loss of flood storage, changes in timing of discharge from the proposed site of routing of flows through site, increases in water surface elevation and changes in velocity.

Applicants shall provide **on-site storm water detention** where an increase in impervious cover of 4,000 square feet is proposed.

Applicants shall **convey** drainage and detention facilities to the public through the subdivision plat or by separate instrument.

Applicants shall provide a **maintenance agreement** when proposing privately or HOA owned drainage and detention facilities, to be recorded in Guadalupe County Clerks office.

Applicants may propose alternative drainage design plans as approved by the **City Engineer**.

**Applicants** shall provide, in conjunction with Construction Plans, a comprehensive report and **plan for the control of erosion and sedimentation**, including a construction sequencing and erosion control plan.

**Applicants** shall identify an area on the **Preliminary Plat** that shall be cleared up for temporary storage of spoil or construction equipment.

**Applicants** shall provide a **Drainage Plan** prepared by a registered professional engineer.

**Applicants** shall submit drainage plans to the Floodplain Administrator. The Floodplain Administrator shall approve or deny the plan within 20 business days.

**Applicants** for residential subdivisions shall provide a **drainage study** for existing and fully developed conditions, for the entire watershed upstream of the lowest points in the subdivision.

**Applicants** drainage study shall include drainage areas contributing to the area being platted inclusive of external drainage areas and internal drainage areas depicted on seven and one half minutes series UDGS map, drainage areas within the subdivision depicted on a topographic map with one foot contour intervals (maximum scale of 1" = 50'), composite runoff factors or curve numbers, times of concentration calculations and lag times, related rainfall intensity factors or cumulative rainfall depth by storm duration, flood-flow quantities for 2,5,10, 25, 50, and 100-year flood flow quantities, preliminary street grades, direction of runoff flows, inlet locations, storm sewer and culvert locations, proposed drainage easements and widths and channel configurations, calculations to determine detention, sedimentation, retention ponds, roads designed for 10-year storm event, right-of-way to right-of-way designed for a 25-year storm event, underground drainage facilities and above ground channels designed for a 25-year storm event with positive drainage ways for the 100-year flood event.

**Applicants** shall provide **downstream drainage assessment** from the outfall of the subdivision to a point downstream prior to submittal of the Drainage Study.

**Applicants** shall provide a **downstream analysis including an outfall location**, pre and post development site conditions, lower limit of the zone of influence using the 10% rule, pre-development peak flows and velocities at each junction beginning at the development outfall and ending at the next junction beyond the preliminary lower limit of the zone of influence, model all undeveloped off-site areas as fully built-out for pre and post development, use FLUM for modeling, compare pre and post development peak discharges and velocities at the downstream end of the model, extend model downstream if flows are higher than pre-development flows or higher than allowable

velocities in the Cibolo Design and Construction Manual, mitigation of velocities by adding proposed stormwater management facilities.

**Applicants** shall provide **easements to natural waterways** and channels; easements must be approved by the City Engineer.

**Applicants** shall provide **overflow drainage ways** to contain stormwater from a 100-year frequency storm, less the amount of storm water carried in a closed system.

**Applicants** shall certify the subdivisions conform to Effective Flood Insurance Study (FIS) and **Flood Insurance Rate Maps** and FIRM panels and flood plain maps for use in compliance with the NFIP.

## **ARTICLE 19 GENERAL SUBDIVISION STANDARDS**

### **GREEN SPACE PRESERVATION**

**Applicants** shall certify when a subdivision includes a **stream system**, Third Order and higher stream systems are required to be preserved and buffered.

**Applicants** shall certify **First and Second Order Steams** shall have a buffer originating from OHWM extending fifty (50') on either side of stream; a Fifth Order Stream shall have a one-hundred foot buffer.

**Applicants** shall certify **existing ponds** used as storm water management facilities shall have a twenty-foot buffer.

**Applicants** that propose to disturb First or Second Order Stream Systems shall provide a **Green Space Plan**. The Plan shall include a vicinity map, summary of disturbances, detailed mitigation activities, Section 404 permit if required, Wetland Mitigation Plan, and a tree replacement plan.

**Applicants** must request **City Council approval** if a road, bridge, sidewalk, or utilities are proposed to be placed in a required vegetative buffer (UDC p.344).

**Applicants** must illustrate **vegetative buffer on** final plats.

**Applicants** must present **proposals to remove trees from a vegetative buffer** to the **Planning and Zoning Commission** (UDC p.345).

**Applicants** may request a waiver from the **City Engineer** for a required Conservation Plan when buffer widths on the First and Second Order meet requirements.

**Applicants** may request open space dedication or park **fee credits** for development of linear parks around natural drainage areas that provide recreational areas. Flood plains

and natural drainage areas shall not exceed 60% of total park site, at least 50% of required dedicated parkland shall have slopes in the range of 2% and not exceed 5%, dedicated parkland shall be well drained and suitable for active use.

Applicants may submit a request to the **Planning Director**, to submit additional flood-plain property to meet parkland dedication requirements at a ratio of 3:1 acres in lieu of property dedicated outside the flood-plain. The **City Engineer** will determine if the proposed land dedication under this provision complies with the UDC and Parks Master Plan.

Applicants may submit a request to the **City Engineer to waive on-site detention** requirements when development adjacent to Cibolo, Dietz, Town Creek East, Town Creek West or Santa Clara Creek if the project engineer can provide data that verifies direct discharge will not adversely impact downstream conditions or property.

Applicants may request, one-acre or greater, shall include minimum storage and maximum discharge rates shall be included on the plat for each lot. Calculations for said lot storage shall be approved by the **City Engineer**.

Applicants may request a **park credit** (?) when first and second order streams are voluntarily protected on an equivalent square footage basis (f. Park credit transferability, p 347).

Applicants may file a request to **City Council** for consent to create a **political jurisdiction in the ETJ** to provide water, wastewater roadways and drainage facilities.

Applicants that are seeking to create a political subdivision in the ETJ shall provide a letter of approval from TCEQ certifying compliance with TECQ regulations in conjunction with the preliminary plat application. A copy of the development's CCN.

Applicants seeking to create a political subdivision in the ETJ to provide utility services shall submit **Construction Plans** for the subdivision's utility systems shall be approved by the **City Engineer**,

Applicants for a preliminary/final plat in the ETJ shall obtain approval of **Guadalupe County health officials** and an approval statement shall be included on the plat.

Applicants for a preliminary/final plat shall submit **Construction Plans** that identifies which lots will be filled and which lots have excess fill. The submission shall include types of existing fill and proposed fill shall be identified on preliminary and final plats.

Applicants must provide a **Geotechnical Report** for every building lot, residential or commercial.

## Article 20 Subdivision Regulations

Applicants for septic tanks shall provide evidence of a final recorded subdivision plat.

Applicants for any **building related permits** must provide evidence of final recorded subdivision plat.

Applicants for **utility service** must provide evidence of final recorded subdivision plat.

Applicants seeking permits for subdivisions without an approved and recorded final plat require **City Council to approve a Resolution** recognizing the non-conforming subdivision and the Resolution shall be recorded in the County Clerks office.

Applicants **may file a security** prior to recording a final plat after meeting the UDC, permits may be issued and infrastructure may be installed and maintained. (Typically recording of the plat is allowed once a security is in place, review guarantee section of the code.)

The UDC, Subdivision Ordinance shall apply, subject to Chapter 212 of TLGC and exceptions to the Article, division of land into two tracts, lots, sites, parcels. (Review how it can apply to parcels and definition of sites??)

The UDC, Subdivision Ordinance, shall apply to divisions by metes and bounds or plats that through annexation, extension of ETJ, or inter-local agreements are subject to UDC regulation.

The UDC, Subdivision Ordinance shall apply to combining two or more contiguous tracts, lots, sites, or parcels for the purpose of creating one or more legal lots.

The provisions of Article 20 **shall not apply** to land platted prior to the effective date of Article 20, **sale, inheritance, or gift of land** by metes and bounds with no division or improvements, cemeteries, court ordered divisions, unplatted single-family residence, 50% building expansion, accessory buildings, remodel/repair, moving of a structure, demolition, Old Town historic tracts, ten-acre lot divisions, **three-acre divisions**.

Applicants shall install water lines, sewer lines, storm-sewer systems. The City may financially participate in utility oversizing costs when requested by the City.

Applicants shall pay all Engineering and Legal Fees at the rate charged by the professional firms prior to final plat approval by the City Council.

Applicants may petition the **City Council** for a **waiver** from the Subdivision Ordinance's regulations.

Applicants may **appeal** administrative decisions/determinations to City Council.

Applicants may file a **rough proportionality review**. The Planning Department will present the request to the Planning and Zoning Commission. The City Engineer shall review and make a recommendation to the Planning and Zoning Commission. The City Council will make a decision on the rough proportionality review.

Applicants shall provide evidence **all City taxes have been paid** before their plat is **filed**.

The City may deny a plat if application is not complete or fees are not paid in full.

Sec. 20.2.2 Schedule of fees, charges and expenses.

A. Until all applicable fees, related charges and expenses, if any, have been paid in full, no action shall be taken on any application or appeal under this Article.

The Applicants shall provide **Letters of Certification** from:

- a. Planning and Engineering Department
- b. Fire Department
- c. Parks and Recreation
- d. Public Works Department

The Departments **shall approve or deny the LOC** within 90 days. If revisions are submitted by the Applicant, the Departments shall have 30 days to respond to the revisions.

The Planning Department will only accept Development Applications in accordance with the **Development Application Submittal Calendar**.

The Planning and Zoning Commission and City Council shall approve, deny or approve with conditions a plat within 30 days after the Development Application is officially **Filed**.

Applicants may request an **extension** after a Development Application is considered officially Filed.

The **Planning Commission** and **City Council** may **Conditionally Approve a Development Application**. Each condition must be directly related to the requirements under Article 20; and, include a citation; and, not be arbitrary.

**Applicants** for a subdivision plat shall prepare a **Land Study/Master Plan**. All items in Section 20.3.2 must be provided, unless they are no longer relevant. Upon determination of a Complete Application, the proposed Master Plan shall be presented to the Planning Commission for review and recommendation to City Council.

**Applicants** shall have the Land Study prepared by a qualified engineer, architect, planner.

**Applicants** shall provide proposed phasing and order of platting.

**Applicants** shall provide proposed vehicle and pedestrian circulation plan.

**Applicants** Land Study may require a Preliminary Engineering Report, Level of TIA, and additional information as necessary.

The Planning and Zoning Commission will review and a recommendation to the City Council.

The **Planning and Zoning Commission** shall verify the Master Plan conforms to **UDC**, FLUM, MTP.

The Planning and Zoning Commission may recommend: 1. Phasing 2. Parkland dedication 3. UDC conformance 4. Health, Safety, General Welfare issues 5. Preliminary Plat additional information.

An approved Master Plan is valid for **5 years**.

**Applicants** may request City Council extend the approval of a Land Study/Master Plan.

The **Planning and Zoning Commission** and **City Council** shall consider the following:

1. Consistent with zoning regulations if within the City or any development regulations approved as part of a Development Agreement
2. the proposed provision and configuration of roads, water, wastewater; drainage and park facilities will be adequate to serve each phase of the development
3. the schedule of development is feasible and will progress to completion within the time limits proposed or allowed prior to Study/Plan expiration
4. the proposed Study/Plan conforms to the provisions of the Development Agreement

5. the location, size and sequence of the phases of development proposed assures orderly and efficient development of the land subject to the plan.

Applicants for a subdivision plat must provide a Traffic Impact Analysis in conjunction with the Preliminary Plat application.

Applicants for a residential subdivision plat must provide a methodology to comply with the UDC's Parkland Dedication requirements.

**Applicants for a Preliminary Plat must provide:**

1. TIA
2. Parkland Dedication plan/strategy in compliance with UDC
3. Current title documents
4. Identification and documentation of all easements within and perimeter to tract boundary, including illustration of all easements.
5. All fees
6. LOC's
7. Digital plat in
8. Tax Certificates from all taxing entities
9. Construction Plans (may be submitted concurrently with preliminary plat application)
10. Engineer's seal on plat
11. Standard plat notes as provided in UDC (Check accuracy of notes in UDC)
12. Phases, if proposed on Preliminary Plat.
13. Boundary 1
14. Vicinity or location map that shows the location of the proposed Preliminary Plat within the City or the ETJ, in relationship to existing major roadways and the existing/proposed zoning of the subject property and adjacent properties
15. Boundary lines, abstract survey lines, corporate boundaries, ETJ boundaries, front building setbacks
16. 4. Bearings and distances sufficient to locate the exact area proposed for the subdivision, and all survey monuments identified and labeled
17. Length and bearing of all straight lines, radii, arc lengths, tangent lengths, and central angles of all curves shall be indicated along the lines of each lot. Curve and line data may be placed in a table format
18. Accurate reference ties via courses and distances to at least one recognizable abstract survey corner or existing subdivision corner shall be shown

19. Name, location and recording information for all adjacent subdivisions, including those located on the other sides of roads or creeks. For unplatted properties, the name of property owners and recording information shall be shown;
20. Location, width and names of existing/proposed rights-of-way, property lines, subdivision name, section, block and lot information for properties; the location, type, dimension, ownership, and recording information for existing and proposed easements; and existing structures on and within two hundred (200') feet of the subject property shall be depicted
21. Title block, the title under which the proposed subdivision is to be recorded, the name and address of the owner/applicant, the name and address of the engineer or registered public surveyor who prepared the plat and plans, graphic and written scale, date of preparation, north arrow, location of the property according to the abstract survey records of Guadalupe County, and number of lots, segregated by the intended use of each lot (i.e. single-family residential, open space, school, park)
22. Sites, if any, to be reserved or dedicated for parks, schools, playgrounds or other uses and the entity to which those sites are to be dedicated
23. Contours with intervals of two (2) feet or less shown for the area with all elevations on the contour map referenced to sea level datum
24. Minimum finished floor elevations of building foundations for all lots adjacent to or within 100-year floodplain or within an area that may be susceptible to flooding according to FEMA Flood Hazard Maps
25. Greenspace Preservation and Buffers and related drainage criteria described in Article 19 shall be depicted
26. The plat shall include all standardized language contained in Section 20.6; including the ownership certificate, engineer and surveyor certifications, City signature blocks, approval dates by the Planning and Zoning Commission and City Council, and signature blocks for GVEC, CCMA, CPS and Green Valley Special Utility District (if applicable)
27. The Applicants shall include the following general notes:

Notice: Selling a portion of this addition by metes and bounds is a violation of the Unified Development Code of the City of Cibolo and State platting statutes and is subject to fines and withholding of utilities and building permits.

Notice: Plat approval shall not be deemed to or presumed to give authority to violate, nullify, void, or cancel any provisions of local, state, or federal laws, ordinances, or codes.

Notice: The applicant is responsible for securing any Federal permits that may be necessary as the result of proposed development activity. The City of Cibolo is not responsible for determining the need for, or ensuring, compliance with any Federal permit.

Notice: Approval of this plat does not constitute a verification of all data, information and calculations supplied by the applicant. The Engineer of Record or Registered Public Land Surveyor is solely responsible for the completeness, accuracy and adequacy of their submittal whether the application is reviewed for code compliance by the **City Engineer**.

Notice: All responsibility for the adequacy of this plat remains with the engineer or surveyor who prepared them. In approving these plans, the City of Cibolo must rely on the adequacy of the work of the Engineer and/or surveyor of record.

Notice: Routine maintenance of weeds and grass in all easements shall be the responsibility of the property owner, HOA, or Property Owner Association on which the easement is in accordance with City of Cibolo Code of Ordinances provisions for high weeds and grass.

28. **Applicants** for residential plats shall provide a general note stating that a Geotechnical Report demonstrating compliance with all Recommended Practice for the Design of Residential Foundations, Version 1 standards of the Texas Section of the American Society of Civil Engineers, the Geotechnical standards of the City of Cibolo UDC and the City of Cibolo Building Code, each of which as may be amended, prior to the issuance of a building permit
29. **Applicants** must provide street names and must comply with all 911 Emergency Management criteria.
30. The **Applicants** shall provide an Engineering Report to as required by D. p.370 UDC.
31. The Planning Department shall not place a preliminary plat on the Planning and Zoning Commission agenda unless the following requirements are met:
  1. Preliminary plat must conform to the approved Land Plan.
  2. Meets all UDC regulations and requirements.
  3. Approval of the Preliminary Plat would be harmful to the health, safety or general welfare of the community.
32. **City Council** is final approval authority for **Preliminary Plats**.
33. **Applicants** may file Construction Plans once a Preliminary Plat is approved.

**When a preliminary plat has been approved, the subdivider may file construction plans. On approved construction plans, the subdivider may thereafter file a final plat of sections of**

the proposed subdivision upon which approval of the preliminary plat has been obtained, and upon the filing of a final plat covering a portion of such subdivision, the remainder of the preliminary plat shall be deemed as considered approved or conditionally approved; provided, however, that such approval or conditional approval of the remainder of the preliminary plat shall be limited to a three (3) year period from the date of final approval of a section or sections thereof; provided further; however, that the Planning and Zoning Commission may, upon application and at its discretion, recommend to extend such period of validity not to exceed two (2) years, subject to final approval by City Council. When a preliminary plat has been approved and thereafter the subdivider fails to file a final plat of the subdivision or a section thereof within a period of two (2) years, the approval of the preliminary plat shall be void except; however, the Planning and Zoning Commission may, upon application and at its discretion, recommend to extend such period of validity not to exceed one (1) additional year, subject to final approval by City Council. Don't know what this section means?

### **Section 20.3.5 Final Plat**

Applicants may **not file a Final Plat** application **until Construction Plans are approved** by the City Engineer.

Applicants must provide a digital copy of the approved Preliminary Plat.

Applicants must provide a digital copy of Final Utility Plan and Final Storm Water Management Report

Applicants shall provide a digital copy of Final Traffic Impact Analysis.

Applicants shall submit method to comply with Parkland Dedication Requirement of UDC.

Applicants shall submit a Final Tree Survey identifying all Protected, Heritage Trees and compliance with the UDC's Tree Preservation regulations.

Applicants shall submit a complete Final Plat Application

Applicants shall pay all required Fees.

Applicants shall provide evidence of responsibility for modification/protection of any impact to a private easement prior to approval of the final plat, i.e. pipelines

Applicants shall provide Tax Certificates for all taxing entities.

Applicants shall provide Final Plat with all required certifications, dedications, and plat notes required by UDC.

Applicants shall provide on residential Final Plats a general note stating that a Geotechnical Report demonstrating compliance with all Recommended Practice for the Design of Residential Foundations.

Applicants shall provide **Letters of Certification** as required in “City of Cibola LOC Submittal Checklist” as amended from time to time.

Applicants shall provide a digital copy of the Final Plat at a scale of 1” equals 100 feet.

Applicants shall provide a Final Plat that is sealed by a qualified professional engineer or registered professional land surveyor.

Applicants shall provide a Final Plat that includes the following:

1. Accurate dimensions, both linear and angular, of all items on the plat shall be indicated and shown on the final plat at a scale of either one (1”) inch = one hundred (100’) or two hundred (200’) feet. The boundary of the site shall close within one in ten thousand (1:10,000). Linear dimensions shall be expressed in feet and decimals of a foot; angular dimensions may be shown by bearing.
2. The name of the subdivision, name and addresses of owners and/or subdividers, name and address of engineer or manager preparing plat, the legal description of the plat and dates of preparation or revision.
3. North arrow, scale and map key(s).
4. All certification statements, dedication restrictions and other inscriptions required by the UDC.
5. All lots, blocks, streets, alleys, pipelines, fee strips, water courses, greenspace buffers, easements, reserves and total area, number of lots and number of blocks.
6. Front setback lines.
7. Street names, lot numbers, block numbers and alphabetical identification of reserves.
  - a. Blocks are to be numbered consecutively within the overall plat/or sections of an overall plat as recorded.
  - b. All lots are to be numbered consecutively within each block. Lot numbering may be cumulative throughout the subdivision if the numbering continues from block to block in a uniform manner that has been approved on an overall preliminary plat.

c. Reserves (land to be used for other than residential purposes) are to be labeled as numbered blocks and lots.

8. Locations of heritage trees that are to be preserved and maintained shall be designated as such and shown on all lots and common area and any other location where they may exist. Protected trees stipulated in this UDC must be noted as a tree to be preserved and shall be physically tagged and protected from site construction. Locations for where replacement heritage trees will be planted, per replacement tree caliper ratio stipulated in this UDC shall be designated with proper nomenclature added to designate that these trees are not removed, except as permitted by this UDC;

9. Dimensions of streets and alleys:

a. Complete curve data (P.C., L.R.P.R.C., P.T.) shown on each side of streets and alleys.

b. Length and bearings of all tangents.

c. Dimensions from all angle points and points of curve to an adjacent side lot line.

d. Actual width of all streets and alleys, measured at right angles or radially where curved.

e. Complete bearings and dimensions for front, rear, and side lot lines. The following note for side lot lines may be used in lieu of bearings: "All side lot lines are either perpendicular or radial to street frontage unless otherwise noted."

10. Water courses and easements:

a. Distances to be provided along the side lot lines from the front lot line to the point where the sideline crosses the drainage easement line or the high bank of a stream.

b. Traverse line shall be provided along the edge of all large water courses in a convenient location, preferably along a utility easement if paralleling the drainage easement of a stream.

c. Green space Preservation and Buffers and related drainage criteria of Article 19 of this UDC shall be depicted.

11. Pipelines (oil, gas, flowlines etc.): Cibolo Unified Development Code

a. Pipelines having no defined easement location or width shall be tied by dimensions to all adjacent lot and tract corners. If no agreement can be reached on a defined easement, then building setback lines shall be shown at ten (10) feet from the parallel to the center line of the pipeline.

12. Boundaries:

a. Ownership or outline of the tract or tracts the plat is proposed to subdivide shall be shown with very heavy, solid lines. The boundaries of the plat shall be described with complete and overall dimensions and bearings and be tied to an original corner of the original survey of which the subdivision is a part.

13. Extensional data:

b. The location, width, and name of existing streets and subdivisions or property ownerships and the location and dimensions of existing lots, easements, pipelines, fee strips, survey lines, building lines, water courses, or other important information shall be shown on all sides of the subdivision for not less than two hundred (200) feet. The lines of such indication beyond the plat boundary shall be dashed.

14. Private restrictions:

a. A copy of the private restrictions (covenants) to be recorded with the final plat may be requested by the City as necessary to ensure compliance with all requirements of this UDC. Reference to said private restrictions (covenants) will be noted on the plat(s).

15. All General Notes required to be included on the Preliminary Plat shall be included on the Final Plat.

**Applicants** shall **create easements** for pipelines, should easements not create a ten foot setback shall be created ten feet in each direction from the centerline of the pipeline.

**Applicants** shall outline the tract being platted in a **heavy solid line**, provide dimensions and bearings and tied to an original corner of the original survey.

**Applicants** shall provide **names of streets**, subdivisions, property ownerships, existing lots, easements, pipelines, fee strips, survey lines, building lines, water courses shall be

identified on all sides of the subdivision. Boundaries outside the proposed subdivision shall be illustrated by a dashed line.

Applicants shall provide a digital copy of **private restrictions/covenants**. Reference to the recorded restrictions shall be indicated on the final plat.

Applicants shall provide digital files containing all plans as **properly georeferenced** Geographic Information System (GIS) shapefiles. Shapefiles must be projected to the following coordinate system: NAD 1983 State Plane Texas South Central FIPS 4204 Feet. As an alternative, a .DWG (AutoCAD) file may be accepted, but it must be properly projected to the above-mentioned coordinate system.

Applicants shall provide a Performance Guarantee when required by Section 20.3.6, UDC.

Applicants shall provide an instrument granting the public use of said easement from the holder of a private easement within the Final Plat crossed by a proposed street or alley. A signed copy of this instrument shall be delivered to the City, and the original shall be filed for record along with the plat.

The **Planning Department** shall, once the Final Plat is approved by the City Council, secure signatures from the Chairman of the Commission, the Commission Vice-Chair, Mayor and City Secretary, and City Engineer shall sign the Final Plat.

**Final Plat** approval will **expire two (2) years** after **City Council** action granting approval of any plat unless the plat has been filed for record.

Applicants may request a six-month extension to a plat that is scheduled to expire two years after approval by **City Council**.

Applicants shall provide the **Planning Department** with all plat recording fees.

### **Section 20.3.6 Guarantee of Performance, Inspection, Acceptance of Public Improvements**

Applicants may elect to construct required public improvements prior to recording the final plat.

**City Engineer** shall inspect installation of public improvements and upon completion the City Engineer will provide the Applicant with written notice that infrastructure construction has been installed in accordance with Construction Design Manual.

Applicants may file a **security** in lieu of completing infrastructure construction (**prior or after** p.380) recording the final plat. Review needed!!!

**Applicants** must provide a surety equal to 125% of estimated cost of required public improvements and determined by the City Engineer and the surety must be approved by the City Engineer and City Attorney.

**Applicants** may provide a **Performance Bond** that is acceptable in form to the City Engineer and the City Attorney; and, sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies”, as published in Circular 570, as may be amended, by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and, signed by an agent and must be accompanied by a certified copy of the authority to act; and, performance bonds shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Texas to issue performance bonds for the limits and coverage required.

**Applicants** may provide a Letter of Credit as a security to install public improvements. The Letter of Credit shall be irrevocable, for a term sufficient to cover the completion of the required public improvements; and, require only that the City present the issuer with a sight draft and a certificate signed by the Applicant.

## **Acceptance of Public Improvements**

**City Engineer** shall review and approve acceptance of public improvements.

**Applicants** shall not begin construction of public improvements until Construction Plans and a Site Development Permit are approved by the City Engineer.

City Engineer shall request City Council approval for acceptance of public improvements.

**Applicants** shall submit Maintenance/Warranty Bond to the City Engineer and held by the Planning Department.

## **Recording Final Plat**

**Applicants** may request Planning Department record the Final Plat after approval of Preliminary Acceptance of Public Improvements by City Council.

**Applicants** may file a security prior to completing required infrastructure, the City Attorney must approve the security.

**Applicants** must provide tax certificates, county recording fee, a digital copy of the final plat.

## **Preliminary and Final Acceptance**

### **Preliminary Acceptance Part 1**

**City Engineer** certify public improvement installed in compliance with approved Construction Plans.

**Applicants** may petition the **City Council** for Public Acceptance Part 1 after City Engineer certifies public improvements installed in compliance with approved construction plans.

**City Engineer** shall tabulate each public improvement quantify into terms of lineal road length, lineal sidewalk length, lineal water line length (per diameter of water line), lineal sanitary sewer line length (per diameter of sanitary sewer line), lineal drainage channel lengths, acreage of storm water pond acreage, and the like, as well as the valuation for each public improvement.

**Applicants** shall provide a petition for Preliminary Acceptance (Part 1) and the following information:

1. Two (2) hard copies of the following items: construction plans approved by the City Engineer
2. As-Built construction plans certified by a registered P.E.
3. field density and material source tests by a recognized testing laboratory and a geotechnical report
4. DVD or digital media and complete log of the televised sewer line inspections completed after the mandrel, vacuum and pressure tests
5. Acceptance letters from all utility providers
6. Itemized Construction Cost report
7. Pre-walk Punch list (provided by project Engineer)
8. Maintenance Bond per UDC Article 20.6
9. AutoCAD and PDF's of all items on the above list

### **Final Acceptance (Part 2)**

**Applicants** may petition, after 18 months from the date of preliminary acceptance in accordance with Part I, or when 90% of the buildable lots within the development or the unit of the development being presented for final acceptance have been developed, whichever point in time occurs last, Applicants may petition the City for final acceptance of public improvements by completing Part II of the “Developer Petition for Acceptance of Public Improvements” as shown in this UDC and providing three (3) copies of the form to the City.

**City Engineer** shall perform **final acceptance inspections** to determine that the Applicant maintained the public improvements in good condition and corrected any deficiencies specified in the Preliminary Acceptance procedure.

**City Engineer** shall request approval of **Final Acceptance** from the **City Council**. Once approved by City Council a Warranty Period of 18 months shall start.

**Applicants** will provide a **maintenance bond** in the amount of twenty-five **(25%)** percent, with a minimum amount of \$25,000, of the costs of the improvements, including those located within the right-of-way, for such period.

**City Engineer** will authorize the release of all public improvement related construction bonds.

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## **CITY ENGINEER APPROVAL**

### **Section 20.5. Construction Plan Requirements.** (Sections 20.5.1 – 20.6)

Construction Plan submittal shall include all the following:

Tax certificates

Fees

Summary letter signed and sealed by the same registered Texas professional engineer who sealed the construction plans.

Geotechnical Report

Construction Plans

Digital plans as properly georeferenced Geographic Information System (GIS) shapefiles shall be submitted before a Pre-Construction meeting and Site Development Permit can be released. Shapefiles must be projected to the following coordinate system: NAD 1983 State Plane Texas South Central FIPS 4204 Feet. As an alternative, a .DWG (AutoCAD) file may be accepted, but it must be properly projected to the above-mentioned coordinate system.

Traffic Control Plan

Pavement Striping Plan

Drainage Plans in digital format.

Summary letter shall include the following:

1. Acreage to be developed;
2. Watershed
3. Type of development;
4. Explanation of any proposed project phasing;
5. Methods to be used for handling stormwater runoff, i.e., drainage easements, channels, curb inlets, storm sewers, detention, sedimentation and filtration ponds, water quality control methods, etc.;

6. Effect the proposed development will have on existing and future drainage systems in the area and on the natural and traditional character of the land and waterways; 7. Address the applicable sections of the UDC; 8. Address dam safety and landfill certification requirements; and 9. Include Variance request and a description of the variance and justification, and the applicable ordinance and section.

### **Geotechnical Report**

Pavement design City Design and Construction Manual specifications for street pavement thickness and design.

Provide professional engineer's seal and signature.

The City Engineer shall follow the recommendations of the Geotechnical Report, unless the City Engineer determines alternative designs are in accordance with generally accepted engineering practices.

### **Construction Plans**

1. Cover Sheet
2. Preliminary Plat
3. Erosion and Sedimentation Controls
4. Drainage and Utility Layout
5. Street Plan and Profile; 6. Drainage Plan and Profile Sheets; 7. Detention, Filtration and / or Sedimentation Ponds; and 8. Construction Details.

Construction Plans details shall incorporate all of the Standard Construction Plan Notes

Applicant shall provide shapefiles in following coordinate system: NAD 1983 State Plane Texas South Central FIPS 4204 Feet. As an alternative, a .DWG (AutoCAD) file may be accepted, but it must be properly projected to the above-mentioned coordinate system.

### **Drainage Report**

1. Source of flood plain information (calculations where applicable)
2. Table of contents with index and tabbed appendices
3. Calculations supporting adequacy of existing and proposed on-site channels, storm sewers, and drainage structures.
4. Calculations supporting adequacy of detention pond size
5. Calculations for floodplain modifications and cross-sections
6. Summary assessment of impact on adjacent properties and drainage structures and an assessment of impact to habitable structures and properties downstream of the development, as determined by the City Engineer

7. Signature and seal of professional engineer on report
8. Calculations of existing and fully developed flows
9. Calculations of off-site flows
10. Calculations of capacity of drainage facilities on adjacent properties affecting hydraulic performance in the subdivision.

A final report reflecting all changes during review.

See UDC Section 20.5.3 Standard Construction Plan Requirements and General Notes



City Council Regular Meeting Staff Report

**F. Discussion/Action on the FY25 Annual Report and the updated FY26-27 Council Strategic Plan, including the public posting of these documents on the City's website, and setting a date for the 2026 Strategic Management Workshop. (Mr. Reed/Mr. Morris)**

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Discussion/Action Item: 12F.
From	
Wayne Reed, City Manager	

**PRIOR CITY COUNCIL ACTION:**

**January 26, 2022...** City Council conducted its first ever *Strategic Planning Workshop*. The agenda covered 1) SWOT Analysis Results, 2) Council Vision Building, 3) Strategic Planning, and 4) Plus/Delta Exercise.

Figure 1. Vision Exercise Consensus Building Product, January 26, 2022



**February 22, 2022...** City Council was provided an update from the Strategic Planning Workshop. Presentation overview consisted of Background Steps, Journey to Creating an Organization of Excellence, Council’s Strategic Planning Workshop Summary, and Next Steps. Council reviewed the products from the January workshop. It discussed narrowing the Vision statement from 4 to 2 and started its effort to refine Strategic Initiatives. It also worked on an initial list of goals.

**March 8, 2022...** City Council held a workshop to continue the discussion on its Vision statement and strategic plan. The focus of the workshop was to gain consensus on a preferred Council Vision statement, work on strategies, and identify goals for the different strategies. At this workshop, the Council identified its top two versions of a Vision Statement, refined and finalized five Strategies, and identified draft goals. Also, the Council did a focused goal setting exercise to create specific actions it wanted accomplished to achieve its five Strategy of Economic Development, Infrastructure, Partnerships/ Relationships, Quality of Life, and Governance.

**April 26, 2022...** City Council held another follow-up workshop to continue to work on its Vision statement and strategic plan. This workshop was focused on selecting a Vision statement, working on strategies and confirming/adding goals. City Council was able to refine its five Strategies summary chart and the Economic Development Strategy, specifically, the Strategic Initiatives and Goals along with feedback on the Actions developed by the Executive Team.

**At the April 26th Council Workshop, Council identified its vision statement: Cibolo: “A community that is proud of our historic roots, responsive to residents, and innovating for our future.”**

**June 14, 2022...** City Council held another follow-up workshop to continue to work on the strategic plan. The focus of this presentation was to refine the goals and actions on the implementation matrix. Council made progress on goals and actions related to Infrastructure, and Partnerships/ Relationships specifically, the Strategic Initiatives and Goals along with feedback on the Actions developed by the Executive Team.

**June 28, 2022...** City Council held a workshop to complete its review and identification of Goals and Actions for the Quality of Life and Governance Strategies, specifically, the Strategic Initiatives and Goals along with feedback on the Actions developed by the Executive Team.

**July 26, 2022...** City Council was provided a draft Strategic Plan, including an implementation matrix. Due to the length of the meeting, there was no discussion on the draft plan. The city manager asked Council to take their copy of the Strategic Plan, review it, and provide feedback if they had any suggested changes at an upcoming City Council meeting.

**August 23, 2022...** City Council held a workshop to continue the discussion and to receive feedback on the draft Strategic Plan, which was provided at the July 26<sup>th</sup> Council meeting.

**September 13, 2022...** City Council approved its Strategic Plan for FY2023–2025. The strategic plan was posted on the City’s website under Council’s page to increase public transparency and awareness.

**March 17, 2023...** City Council held its annual all-day *Strategic Management Workshop*. The workshop served to provide Council an opportunity to update its SWOT analysis, review the accomplishments over the past year, learn about the new citywide performance management program (PMP) and how it is reinforcing the Council’s Strategic Plan, initiate the process to update the 5 Core Strategies, identify Successes and Shortcoming from Jan 2022, and to list what success looks like in the coming one year. The City Council also conducted an exercise to visualize Cibolo’s purpose, its problems and challenges, and what a future state would look like. The workshop concluded with a Plus/Delta exercise on Council’s feedback on the workshop.

**April 25, 2023...** City Council was provided products from its Strategic Management Workshop. This presentation was intended to allow the Mayor and Council Members to review the Strengths, Weaknesses, Opportunities, and Threats (SWOT) products from its Strategic Management Workshop. This was the first step to updating the Council Strategic Plan FY23 – FY25 for FY24 – FY27. The next steps included updates to the Implementation Plan by a) identifying accomplishments to Goals and Actions over the past year and b) adding new Strategic Initiatives, Goals and Actions.

**June 13, 2023...** City Council was provided an overview of the City’s accomplishments over the past 9 months and expected to be accomplished by September 2023 to execute on the Implementation Matrix in the FY23-25 plan. The city manager’s office presented on proposed updates to the Council’s Strategic Plan; specifically looking at **(1)** splitting the ‘Governance’ Strategic Goal into two new goals – ‘Financial Integrity’ and ‘Organizational Excellence’, and **(2)** updating the Implementation Matrix to a new, easier to read/understand design.

- At this meeting, the City Council supported the change from 5 Core Strategies to 6 Core Strategies by splitting Governance into two (2) Strategies – “Financial Integrity” and “Operational Excellence” - to better reflect the Goals and Actions under Governance. It supported the improved matrix too.

**August 8, 2023**...City Council discussed and provided direction on the proposed updates to the FY24-FY27 Council Strategic Plan Implementation Matrix.

**September 12, 2023**...City Council was provided copies of the FY23 Strategic Plan Annual Report, summarizing the accomplishments made towards the FY2023 goals and actions identified by City Council in its FY24-FY27 Strategic Plan. The annual report is an important tool that documents the previous year's activities, identifies areas of success and potential improvements, and guides the implementation of future policies and programs to bring about further growth and development for the City.

**October 10, 2023**...City Council approved the FY23 Annual Report and Strategic Plan for FY24–27. Both documents were published on the City's website under Council's page to increase public transparency and awareness.

**March 16, 2024**...City Council held its annual all-day *Strategic Management Workshop*. The workshop served to provide Council an opportunity to engage in conversations regarding the following items: Performance Management Program (PMP) evolution; Strategic Plan accomplishments for FY2024 Action Items (Green Card Exercise); Alignment on Council's Strategic Plan; "Problem Space to Solution Space" breakout sessions regarding Facilities, Fire ISO, and Stormwater Management. The workshop concluded with the traditional Plus/Delta exercise on Council's feedback on the workshop.

**April 23, 2024**...City Council received a presentation, discussed, and took action on the recap of the Strategic Management Workshop held on March 16<sup>th</sup>, including the action items identified during the workshop and the products produced after. The approved products were published on the City's website under Council's page to increase public transparency and awareness.

**September 10, 2024**...City Council was provided an update on the proposed changes to the Strategic Plan for FY25-FY27 and a draft copy of the FY24 Strategic Plan Annual Report.

**October 15, 2024**...City Council was provided an opportunity to provide feedback on the Strategic Plan for FY25-FY27 and a draft copy of the FY24 Strategic Plan Annual Report.

**October 29, 2024**...City Council took action and approved the FY24 City Council Strategic Plan Annual Report and the FY25-FY27 City Council Strategic Plan, following presentations. Both documents were published on the City's website under Council's page to increase public transparency and awareness.

**April 5, 2025**... City Council held its annual all-day *Strategic Management Workshop*. The workshop provided a focused opportunity for Council to engage in discussions and provide direction on several key strategic areas:

- **Lean Process Improvements:** Council received a presentation exploring strategies to enhance efficiency and effectiveness across city operations through Lean process improvements.
- **Business Plan Alignment:** Department Heads delivered updates on their achievements in executing business plans that directly support the City Council's core strategic priorities.
- **Solid Waste RFP:** The City Manager provided an important update regarding the status of the Solid Waste Request for Proposal.
- **SWOT Trend Analysis:** Council engaged in a valuable SWOT analysis session to identify key trends and inform the development of future strategies.
- **Capital Improvement Projects (CIP):** Significant progress was made in identifying and prioritizing Capital Improvement Projects for our Parks through Fiscal Year 2030, with a focus on enhancing recreational spaces for our community in Cibolo.
- **Emergency Preparedness:** A crucial discussion was held concerning the development of an enhanced Emergency Management Plan to effectively address extreme weather events and safeguard our residents.

**May 27, 2025...** City Council received a presentation, discussed, and took action on the recap of the Strategic Management Workshop held on April 5<sup>th</sup>, including the action items identified during the workshop and the products produced after. The approved products were published on the City's website under Council's page to increase public transparency and awareness. Lastly, City Council set March 28, 2026, as the date for the next all day *Strategic Management Workshop*.

No presentations in Fall 2025 to allow updates to the Strategic Plan to be presented to the City Council following the November 2025 election.

**BACKGROUND:**

**The City Council is being asked to give direction on the Strategic Plan and Annual Report. The city manager is asking City Council to set a date for the strategic management workshop in March 2026.** The City Council previously agreed to March 28<sup>th</sup> as the date for the workshop as noted above, but the City's Easter Egg Hunt event is scheduled for this day.

The City staff is seeking feedback from the City Council on the update to the Strategic Plan's implementation matrix for FY26-FY27 and the draft FY25 Strategic Plan Annual Report. The Annual Report and FY26-FY27 Strategic Plan will be placed on the January 27, 2026, City Council agenda for action based on Council's feedback.

The FY25 Strategic Plan Annual Report summarizes the accomplishments made towards the FY25 goals and actions identified by City Council in its FY25-FY27 Strategic Plan. The annual report is an important tool that documents the previous year's activities, identifies areas of success and potential improvements, and guides the implementation of future policies and programs to bring about further growth and development for the City.

**STAFF RECOMMENDATION:**

N/A

**FINANCIAL IMPACT:**

N/A

**MOTION(S):**

Suggested motion: I move to set the date for the 2026 City Council Strategic Management Workshop on [state a date]."

**Attachments**

[Finalv2 - FY2025 Annual Report.pdf](#)

[Final - FY2025-2027 Strategic Plan Revision.pdf](#)

[CC Presentation 2026-01-13 - FY26-27 SP and FY25 AR.pdf](#)



# FY2025 ANNUAL REPORT



## The Cibolo City Council's Vision is...

*"A community that is proud of our historic roots, responsive to residents, and innovating for our future."*

### CONNECT WITH US

-  [www.cibolotx.gov](http://www.cibolotx.gov)
-  (210) 658-9900
-  200 S Main St, Cibolo, TX 78108

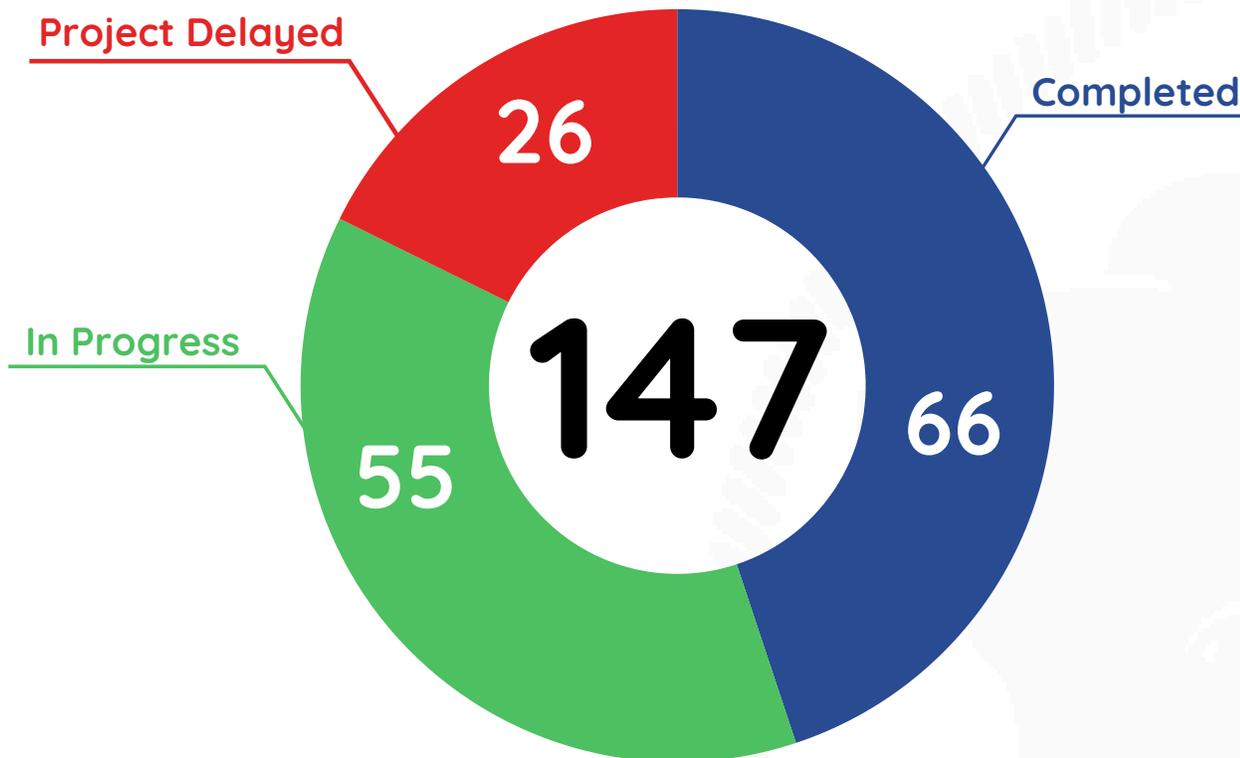
### ABOUT THIS REPORT

- Strategic Plan Originally Approved by City Council on September 13, 2022
- Council revised the Number of Core Strategies from 5 to 6 on May 23, 2023
- Annual Report published on January 13, 2026

*Vision Inspired, Mission Focused, Values Driven, and Performance Based*

# FY25 IN REVIEW

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In FY2025, **147** total goals were identified – **66** goals were '**Completed**', **55** goals are '**In Progress**' with completion in future fiscal years, and **26** goals were identified as '**Project Delayed**', including projects not yet funded.

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# INTRODUCTION & COUNCIL

The City of Cibolo's FY2025 Annual Report is a crucial supporting document to the City Council's FY2023-FY2027 Strategic Plan. Over the past year, dedicated City staff have worked tirelessly to achieve the goals and objectives identified by the City Council. From infrastructure development to public safety initiatives, the Annual Report highlights the key actions taken by staff to ensure that the City's strategic goals are met. By showcasing the progress made in various areas of the City, the Annual Report provides a clear picture and transparency of how the City's Departments are contributing to the overall success of the strategic plan. The report serves as an important tool that will help the City Council and the Public review the previous year's activities, identify areas of success and potential improvements, and guide the implementation of future policies and programs that will propel Cibolo to achieving its Vision. In FY2025, **147** total goals were identified – **66** goals were '**Completed**', **56** goals are '**In Progress**' with completion in future fiscal years, and **25** goals were identified as '**Project Delayed**', including projects not yet funded.



**Mark Allen**  
Mayor



**Jeff McGlothlin**  
District 1



**Randy Roberts**  
District 2



**Robert Mahoney**  
District 3



**Katie Cunningham**  
District 4



**Norma Sanchez-Stephens**  
District 5



**Donetta Roberts**  
District 6



**Joel Hicks**  
District 7

# EXECUTIVE TEAM

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**Wayne Reed**  
City Manager



**Peggy Cimics**  
City Secretary



**Bryan Huggins**  
Safety & Infrastructure



**Thedrick Andres**  
Police Chief



**Mario Troncoso**  
Fire Chief



**Rick Vasquez**  
Planning & Economic  
Development



**Anna Miranda**  
Finance



**Tracy Beekman**  
Information Services



**Elizabeth Taplin**  
People & Performance



**Julio Gomez**  
Public Works & Capital  
Improvement Projects



**Matt Hanson**  
Chief Building Official



**Nicole Perez**  
Executive Assistant,  
City Manager

# STRATEGIC GOALS



## #1. ECONOMIC DEVELOPMENT

**Guiding Principle:** The City of Cibolo will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of Life.



## #2. INFRASTRUCTURE

**Guiding Principle:** The City of Cibolo will proactively work towards addressing and anticipating both current and future infrastructure needs in all aspects - utilities, roads, transportation, and more.



## #3. PARTNERSHIPS & RELATIONSHIPS

**Guiding Principle:** The City of Cibolo will strive to foster and develop both current and new relationships with community partners, residents, and employees.



## #4. QUALITY OF LIFE

**Guiding Principle:** The City of Cibolo will strive to create and sustain safe and well-kept neighborhoods and parks, while also providing recreational activities for all-ages to create memorable experiences.



## #5. FINANCIAL INTEGRITY

**Guiding Principle:** The City of Cibolo will manage its finances in a transparent, accountable, and responsible manner; building public trust and ensuring that its financial resources are used to the best advantage of its citizens.



## #6. ORGANIZATIONAL EXCELLENCE

**Guiding Principle:** The City of Cibolo will strive to be the best it can be by constantly seeking ways to improve its processes, service delivery, and outcomes to our customers.

# ECONOMIC DEVELOPMENT

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**Initiative 1.1** Institute forward thinking business, land use, development, and public safety strategies to promote community growth and development

**Initiative 1.2** Promote attractive well planned major throughfares

**Initiative 1.3** Aggressive recruitment of targeted industries

**Initiative 1.4** Promote and preserve historic downtown

## Overview

# INITIATIVE 1.1

**Initiative 1.1** Institute forward thinking business, land use, development, and public safety strategies to promote community growth and development

1.1.2	Create a Fiscal Impact Model that is custom tailored to Cibolo to calculate the revenues produced versus cost to serve from a project to understand how land development will contribute to sustaining City's LOS; also to calculate build-out.	Project Delayed
1.1.3	Update FM 78 Corridor Plan	Project Delayed
1.1.4	Achieve 50% revenue increase from sales tax over next 3 years by attracting quality retail businesses	In Progress
1.1.8	City Economic Development staff to facilitate with the EDC Board and City Council the development of the first-year work plan (one-year strategy) of the Strategic Economic Development Plan (adopted 7/23/24) and a more refined work plan for next 2-5 years.	In Progress
1.1.9	Align roles of current staffing positions with existing programs and develop a plan on how to grow economic development activities following the recommendations in the Strategic Economic Development Plan (see Pages 7-15 and 7-16) and as identified in the implementation matrix.	In Progress
1.1.10	Evaluate deeper lots along major thoroughfares to identify desirable land development patterns	In Progress
1.1.11	In reference to 1.1.10, Ensure landowners are informed of discussions	In Progress

Under Initiative 1.1, 7 identified goals were in FY2025. Out of those 7 goals, 5 are considered 'In Progress' with anticipated completion in FY2026 or future fiscal years, and 2 are considered 'Project Delayed'.

**1.1.2.....Project Delayed**

This project is considered delayed due to funding not being allocated for this item in FY25 and FY26. In March 2025, Staff contracted with an economic development modeling software company to measure economic impact, fiscal impact, and incentives on a project-by-project basis. Staff will be submitting again for FY27 consideration.

**1.1.3.....Project Delayed**

This project is considered delayed due to funding not being allocated for this item in FY2024, FY2025, and FY2026. Staff will be submitting again for FY2027 consideration.

**1.1.4.....In Progress**

While not met in the planned 3-year period, new business are continuing to choose Cibolo to diversify our tax base and work towards lessening the burden on homeowners. In FY20, the City collected \$3,943,739 (\$4M) in sales tax. The annual sales tax revenue has grown in FY25 to \$8,152,813 (\$8.2M), a more than doubling over this period of time. Over the last three fiscal years (FY23 - FY25), the sales tax revenue has grown by \$2.2M or 137% compared to FY22 collections of \$5,928,025.

**1.1.8.....In Progress**

This is an on-going item.

**1.1.9.....In Progress**

This is an on-going item.

**1.1.10.....In Progress**

As part of the ongoing rewrite of the Unified Development Code (UDC), the project consultants, in collaboration with City Staff, are reviewing current development regulations—including permitted land uses, zoning districts, and lot design standards—to better support more desirable and context-sensitive development patterns for deeper lots along major corridors. Community feedback obtained throughout the project will help shape these recommended updates.

**1.1.11.....In Progress**

Refer to goal 1.1.10 under Initiative 1.1.

## Overview

# INITIATIVE 1.2

**Initiative 1.2** Promote attractive well planned major throughfares

1.2.2	Promote growth near I-10 by investing in roadway improvements to support industrial/manufacturing	Completed
1.2.3	Promote growth near I-10 by designing a Public Safety Facility for fire and police presence	Completed
1.2.4	Promote growth near I-10 by constructing a Public Safety Facility for fire and police presence	In Progress
1.2.5	Develop an incentive agreement package to assist with development	In Progress

Under Initiative 1.2, 4 identified goals were in FY2025. Out of those 4 goals, 2 are considered 'Completed' and 2 are considered 'In Progress' with anticipated completion in FY2026 or future fiscal years.

**1.2.2.....Completed**

This project was completed in FY2025 in relation to the Bolton Road Reconstruction Project (Haeckerville Road to Stolte Road).

**1.2.3.....Completed**

In November of 2024, voters approved the construction of a Public Safety Facility. The design is still was substantially completed in 2025 with minor adjustments being made to accomodate a septic system to allow construction to commence in 2026 at Santa Clara Road and I-10.

**1.2.4.....In Progress**

In November of 2024, voters approved the construction of a Public Safety Facility. While construction of the project was estimated to begin in FY2025. Construction is now scheduled to commence in mid-FY2026 with a timeline of about 18-24 months for total construction.

**1.2.5.....In Progress**

Staff are actively reviewing current incentive agreement packages. During the June 24, 2025 regular City Council Meeting, Staff presented Council with a renewal of the current abatement policy.

## Overview

# INITIATIVE 1.3

### Initiative 1.3 Aggressive recruitment of targeted industries

1.3.2	Attract the City’s first Hotel/Motel by promoting the EDC Property & Cibolo Crossing Sites	Project Delayed
1.3.4	Conduct Retail Study to identify opportunities to attract new retail sectors and strategy to target retailers to attract them to Cibolo	Completed
1.3.5	Develop a Retail Recruitment Strategy for FY 23-24 that includes regular outreach to targeted retailers	In Progress
1.3.6	Create a formalized incentive policy and application	In Progress

Under Initiative 1.3, 4 identified goals were in FY2025. Out of those 4 goals, 1 is considered ‘**Completed**’, 2 are considered ‘**In Progress**’ with anticipated completion in FY2026 or future fiscal years, and 1 is considered as ‘**Project Delayed**’.

#### 1.3.2.....Project Delayed

Current hotel market is not favorable for new locations. On August 27, 2024, a City consultant presented his findings on hotel feasibility inside the city limits. He found the EDC property was at a disadvantage relative to the competitive market given current conditions and that the City should focus on the I-35 corridor where demand remains strong. Staff will continue conversations with all leads in FY2026 and report back during next year’s Annual Report.

#### 1.3.4.....Completed

In FY2025, the Retail Study was conducted, and results are published here. Staff participated in multiple nationwide recruitment conventions such as ICSC. The retail categories identified with the largest leakage in the market analysis include electronics/appliance stores, building materials, and retail goods (clothing, sporting goods). In addition, the city continues to recruit sit down restaurants, because of the resident feedback from the survey conducted for the retail study.

#### 1.3.5.....In Progress

Staff has established regular participation in retail recruitment events 3x per year. including speaking at a panel at a retail conference about Cibolo.

#### 1.3.6.....In Progress

Refer to goal 1.2.5 under Initiative 1.2.

## Overview

# INITIATIVE 1.4

### Initiative 1.4 Promote and preserve historic downtown

1.4.1	Develop a strategy for a safe pedestrian walkway across R.R. downtown by engaging UPRR and TxDOT for right-of-way entry for a public project	In Progress
1.4.5	Create “Main Street” program w/ focus on small business growth/support	In Progress
1.4.6	Review and present on the Downtown “CORE” Plan	Completed
1.4.7	Amend Downtown CORE Plan at Council direction and revise UDC	In Progress

Under Initiative 1.4, 4 identified goals were in FY2025. Out of those 4 goals, 1 is considered ‘**Completed**’ and 3 are considered ‘**In Progress**’ with anticipated completion in FY2026 or future fiscal years.

#### 1.4.1.....In Progress

On November 18, 2025, City Council authorized the submission of a Public Project through U.P.R.R. for a sidewalk across the railroad on Main Street. In addition, the City and U.P.R.R. executed a preliminary engineering agreement to advance a design and assessment of the proposed pedestrian crossing. The design is estimated to take one year.

#### 1.4.5.....In Progress

While still waiting for delays due to a program freeze from the State of Texas during the last fiscal year to clear, Staff has researched and presented on the Texas Main Street Program to City Council and drafted application documents. At the time of writing, Staff and the City of Cibolo are part of the first initiative to join once the program and are waiting for the program to reopen.

#### 1.4.6.....Completed

Based on City Council’s feedback and direction on September 24, 2024, the RFP for the Old Town Master Plan was issued on October 15, 2024. City Council approved the award of contract on February 25, 2025. Since then, several engagement opportunities, including an open house, survey, walking tour, stakeholder sessions, and an advisory committee meeting—have taken place. Additional outreach efforts will continue through the project’s anticipated completion in FY2026.

#### 1.4.7.....In Progress

Refer to goal 1.4.6 above.

# INFRASTRUCTURE

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**Initiative 2.1** Be intentional with infrastructure investment to promote economic development, responsible growth, and public safety

**Initiative 2.2** Gain Control of utility service areas within our growth area

**Initiative 2.3** Execute on the City's funded Capital Improvement Projects

## Overview

# INITIATIVE 2.1

**Initiative 2.1** Be intentional with infrastructure investment to promote economic development, responsible growth, and public safety

2.1.1	Create a master information technology strategic plan to incorporate in to master plan or as a standalone strategic plan	Completed
2.1.2	Create a CIP practice during annual budget process to look at infrastructure coordination over multiple years (2-3)	In Progress
2.1.3	Create a meeting schedule between City Staff and utility providers to ensure coordination is taking place with development	In Progress
2.1.5	Continually market benefits of street maintenance tax to the public through various communication channels	Completed
2.1.6	Explore Right-of-Way (ROW) permit program and staff resources required to implement	In Progress
2.1.7	Advocate with Guadalupe County for it to share back the lateral road tax based on the tax revenue generated from Cibolo properties	Completed
2.1.9	Present on the City's Pavement Management Plan Report City of Cibolo (dated 6/27/2019) annually during budget workshops	Completed
2.1.13	Remain active on AAMPO, TAC, & NEP as well as working with County on Lateral Road tax with the goal to improve FM78	Completed
2.1.14	Bring road maintenance funds to at least \$1M annually in 3 years (FY23, FY24, FY25)	Completed
2.1.15	Develop an annual street maintenance program including presentation to Council and RFBs	In Progress

2.1.16	City staff to work with San Antonio River Authority as FEMA's Cooperating Technical Partner to obtain latest floodplain mapping to learn of flood risk	Project Delayed
2.1.17	Provide opportunity through public workshops for residents to give input on updated floodplain maps to understand local flooding events and document this data in a local data repository; evaluate local flooding accounts to develop possible solutions to reduce potential risks	In Progress
2.1.18	Fund and conduct a formal Master Drainage Study using local knowledge and resident accounts collected to develop a plan to reduce flood risks.	Project Delayed

Under Initiative 2.1, 13 identified goals were in FY2025. Out of those 13 goals, 6 are considered 'Completed', 5 are considered 'In Progress' with anticipated completion in FY2026 or future fiscal years, and 2 are considered 'Project Delayed'.

**2.1.1.....Completed**

In FY2024, The City entered into an agreement with Sciens to create an IT Master Plan. On March 25, 2025, Council received a presentation on the 5-Year Strategic Technology Plan. The recommendations in this plan were considered in the FY26 budget process.

**2.1.2.....In Progress**

Now a standard way of doing business. Will reoccur during each budget cycle. Conclusion will come in FY2027 to determine if this method of CIP practice is sustainable and beneficial to the City.

**2.1.3.....In Progress**

Now a standard way of doing business. Staff will continue to develop this schedule in FY2026 after the implementation of the Right-of-Way (ROW) Ordinance.

**2.1.5.....Completed**

With the street maintenance tax continuing through the voter's approval in the 2023 election, Staff in the Communication and Public Works Departments have published multiple project updates and overviews on road improvements made utilizing this tax source through social media and the printed InCibolo magazine.

**2.1.6.....In Progress**

Staff will work towards developing the ordinance in FY2026. This will include staffing requirements.

**2.1.7.....Completed**

With the completion of the Dead Road, Lower Seguin Road, and Bolton Road construction projects in 2025, a formal request for reimbursement was submitted to the County in December 2025. Staff will continue to advocate for joint funding on other roads as opportunities arise.

**2.1.9.....Completed**

Staff provided City Council with 2 presentations over Pavement Management in FY2025.

**2.1.13.....Completed**

Members of Council and Staff have remained engaged with the partnering organizations to ensure advocacy of improvements needed for FM78. This will continue as a normal business practice going forward.

**2.1.14.....In Progress**

Funding for street maintenance in FY25 was \$750,000.

**2.1.15.....Completed**

Completed for this fiscal year. See Goal 2.1.9 above. Will reoccur in future fiscal years during the budget process. In FY2025, 2 projects were completed - ~\$500,000.00 of Pavement Preservation efforts.

**2.1.16.....Project Delayed**

Staff continued to work on this initiative in FY2025. The City Engineer has made a request for the latest floodplain maps from the San Antonio River Authority (SARA). Staff will continue with this effort.

**2.1.17.....In Progress**

In FY2025, Staff initiated its MS4 Program and provided community outreach through City-sponsored events like Cibolofest. However, funding for a drainage master plan was not secured. Staff will continue to apply for grants to fund this project.

**2.1.18.....Project Delayed**

Staff applied for grant funding but was not selected. Will look at options during FY2026 or for FY2027 budget consideration. Presently, the City is supporting Guadalupe County's request for funding to conduct a countywide drainage master plan in FY2026.

## Overview

# INITIATIVE 2.2

**Initiative 2.2** Gain Control of utility service areas within our growth area

2.2.1	Create a quarterly or semi-annual meeting schedule with other utility providers to strengthen partnerships	Completed
2.2.3	Explore CCN for Wastewater	In Progress
2.2.4	Discuss options for dual-certification of CCN - Water and Sewer with GVSUD	Completed
2.2.6	Decision on CVLGC water projects. Explore SSLGC partnership on water resources	In Progress
2.2.8	Explore options to expand broadband internet service	Completed
2.2.9	Coordinate with broadband providers to locate WCP (5G) facilities	In Progress
2.2.10	Present options to expand broadband internet service to the City Council	Completed
2.2.11	To remain compliant with TCEQ reserve requirements, develop a plan to replace the Crystal Clear SUD leased water. (741 acre feet)	Completed
2.2.12	Continue to work on developing long term water sources and determine if CVLGC will remain as our primary project	In Progress
2.2.13	As a Public Water System, continue to maintain our system to retain our rating as a Superior Water System and develop adequate water resources to remain in compliance with TCEQ regulations related to water reserve requirements	Completed

Under Initiative 2.2, 10 identified goals were in FY2025. Out of those 10 goals, 6 are considered 'Completed', and 4 are considered 'In Progress' with anticipated completion in FY2026 or future fiscal years.

- 2.2.1**.....**Completed**  
 Staff continues to meet regularly with the following utility providers: GVSUD, GVEC, CRWA, CCMA, and others. This has become a standard practice in the way Cibolo conducts business.
- 2.2.3**.....**In Progress**  
 The City hired a consultant to develop a SSWW Master Plan that is expected to be completed in the Spring of 2026. Currently, the PUC is still reviewing the application.
- 2.2.4**.....**Completed**  
 On-going communication with GVSUD regarding the service area south of FM 78 to Interstate 10.
- 2.2.6**.....**In Progress**  
 During the past year, the City Council gave direction to Staff to explore next steps with CVLGC, including an assessment of the value of CVLGC assets.
- 2.2.8**.....**Completed**  
 Cibolo has multiple providers to include Google Fiber and AT&T installing high-speed fiber in Cibolo over the next 2-3 years. Over the past year, AT&T has brought high-speed internet to multiple neighborhoods.
- 2.2.9**.....**In Progress**  
 At the time of writing, Staff has collected information from AT&T and is still working on the collection from the other service providers.
- 2.2.10**.....**Completed**  
 Google Fiber should begin installation of their fiber lines in the next 2 years using its ROW License agreement with the City.
- 2.2.11**.....**Completed**  
 The City is continuing to explore a short-term (5-10 year) solution. The City entered into an agreement with LRE Water to explore TCEQ water requirements and found the City does not need to acquire additional water to serve project growth past 2040.
- 2.2.12**.....**In Progress**  
 The City continues discussions with the City of Schertz (CVLGC Partner) to determine the viability of CVLGC as the long-term solution for future water needs. The City will explore the necessity of continuing with CVLGC in FY2026.
- 2.2.13**.....**Completed**  
 Tri-annual TCEQ inspection was completed in July 2024. TCEQ confirmed the City's rating as a Superior Water System for the next 3 years. Next inspection will occur in 2027. Utilities Division keeps up with routine maintenance and testing.

## Overview

# INITIATIVE 2.3

**Initiative 2.3** Execute on the City's funded Capital Improvement Projects

2.3.1	12" Water Main - G.V.R Mesa Western to Town Crk Rd (Construction)	Completed
2.3.2	12" Water Main - Haeckerville Rd South to Arizpe Rd (Design)	In Progress
2.3.3	Sewer Trunk Line Venado L.S. West to H'ville Area (Design)	In Progress
2.3.4	12" Water Main - H'ville Rd - Arizpe to Lower Seguin (Design)	In Progress
2.3.8	Schlather Park - Restrooms	Project Delayed
2.3.9	Deer Creek Automatic Low Water Crossing Gates	Project Delayed
2.3.10	Lower Seguin Rd	Completed
2.3.16	Warbler Woods Preservation	In Progress
2.3.17	15" Wastewater Gravity Main - Tolle Rd. (Design)	Project Delayed
2.3.18	Fiber to City Facilities	Completed
2.3.19	Animal Services Facility (existing) - Improvements to the office and the kennels	In Progress
2.3.20	Town Creek Trail Parking Lot (Construction)	Completed
2.3.21	FM 78 Water Main Extension (Construction)	In Progress
2.3.22	Deer Creek Drainage Channel Improvements (Construction)	Completed
2.3.23	Green Valley Road Low Water Crossing (Construction)	Completed

2.3.24	Tolle Road (Design and Right-of-Way Acquisition)	In Progress
2.3.25	Deer Creek, Town Creek, Fire Bird Run, Silver Wing, and two other portions of Green Valley Road (Construction)	In Progress
2.3.26	Wastewater CCN Infrastructure (Design)	In Progress

Under Initiative 2.3, 18 identified goals were in FY2025. Out of those 18 goals, 6 are considered 'Completed', 9 are considered 'In Progress' with anticipated completion in FY2026 or future fiscal years, and 3 are considered 'Project Delayed'.

**2.3.1**.....Completed

Completed.

**2.3.2**.....In Progress

Project is in design as a future project.

**2.3.3**.....In Progress

Project is in design as a future project.

**2.3.4**.....In Progress

Project is in design as a future project.

**2.3.8**.....Project Delayed

Project is delayed until FY2027.

**2.3.9**.....Project Delayed

Project is delayed until FY2026.

**2.3.10**.....Completed

Completed.

**2.3.16**.....In Progress

The City contributed \$140,000 towards the preservation of an additional 40 acres in Warbler Woods in 2025; part of a \$1,238,674 transaction to secure a conservation easement.

**2.3.17**.....Project Delayed

Project is delayed until FY2026.

**2.3.18**.....**Completed**

Completed.

**2.3.19**.....**In Progress**

Voters approved the bond for this project in the November 2024 Election. Quorum has been selected as the architect for this project. The design will be completed in 2026 with construction starting in late 2026 or early 2027.

**2.3.20**.....**Completed**

Completed.

**2.3.21**.....**In Progress**

Project is under construction.

**2.3.22**.....**Completed**

Project was completed but damaged with flooding in July 2025. The repairs were completed at the end of 2025.

**2.3.23**.....**Completed**

Completed.

**2.3.24**.....**In Progress**

Right-of-Way acquisition is on-going. Design is 90% complete.

**2.3.25**.....**In Progress**

4 of the 6 projects are completed. Remaining 2 are on-going.

**2.3.26**.....**In Progress**

On October 27, 2025, the City Council received a presentation on the final South Cibolo Wastewater Master Plan. It directed staff to bring it back for approval. The Master Plan is scheduled for approval on January 13, 2026, by resolution.

# PARTNERSHIPS & RELATIONSHIPS

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**Initiative 3.1** Build strong connections and relationships with community partners, residents, and employees

**Initiative 3.2** Lead efforts to advocate for legislations to promote Cibolo's interest

**Initiative 3.3** Be prepared to engage partner agencies when at the table

## Overview

# INITIATIVE 3.1

**Initiative 3.1** Build strong connections and relationships with community partners, residents, and employees

3.1.7	Create and maintain an annual meeting plan for the Guadalupe County Mayors, Judge, and Commissioners (Pct. 3 & 4) meetings	Completed
3.1.9	Create and maintain an annual meeting plan to engage local non-profits and religious organizations to increase community participation	Completed
3.1.10	Create and maintain an annual regional calendar that is shared with Council that includes events in other cities nearby	Completed
3.1.11	Create and maintain an annual meeting plan with SCUCISD	Completed
3.1.12	Create and maintain an annual meeting plan for the City Manager to meet with other city managers in our area	Completed
3.1.13	Create and maintain an annual meeting plan for the City Manager to meet with our local Chambers of Commerce	Completed
3.1.14	Create and maintain an annual meeting plan for the City Manager and appropriate staff to meet with utility providers that service Cibolo	Completed
3.1.16	Create and maintain an annual meeting plan with State Reps and other state-level organizations/groups	Completed
3.1.17	Implement a college-level internship program annually	Project Delayed
3.1.18	Host an annual Volunteer recognition event to celebrate our citizens that serve on a volunteer body	Completed
3.1.20	Create and maintain an annual Years of Service recognition program for employees	Completed
3.1.21	Host an annual recognition/appreciation event for all employees	Completed

Under Initiative 3.1, 12 identified goals were in FY2025. Out of those 12 goals, 11 are considered 'Completed', and 1 is considered 'Project Delayed'.

**3.1.7.....Completed**

This has become a standard practice in the way Cibolo conducts business. City Council participates with Guadalupe County Judge to attend the County's Mayors meeting.

**3.1.9.....Completed**

This has become a standard practice in the way Cibolo conducts business. The Police and Fire Departments regularly engage with local non-profits and religious organizations as part of their community engagement initiatives.

**3.1.10.....Completed**

A Regional Calendar has been created and shared by the City Secretary's Office.

**3.1.11.....Completed**

This has become a standard practice in the way Cibolo conducts business. There are scheduled monthly meetings with SCUCISD that alternate between the City and their location.

**3.1.12.....Completed**

This has become a standard practice in the way Cibolo conducts business. There are scheduled quarterly meetings with the surrounding cities that alternate between Cibolo and their locations.

**3.1.13.....Completed**

This has become a standard practice in the way Cibolo conducts business. There are quarterly meetings between the City Manager's Office and The Schertz-Cibolo-Selma Chamber that include the City Managers from the other two cities.

**3.1.14.....Completed**

There are regular meetings between the City Manager's Office, Public Works, Planning, and the utility providers that serve our area.

**3.1.16.....Completed**

This is an on-going process and will be repeated annually.

**3.1.17.....Project Delayed**

Due to budget constraints, this year's internship program was not funded. This will be evaluated in the FY2027 budget cycle.

**3.1.18**.....**Completed**

This year (April 2025) the City Secretary’s Office, with the help of Municipal Court, held the City Council Volunteer Dinner for all members of City Committees, Commissions, Boards, and Corporations. This dinner is to recognize all the citizens of the community that volunteer their time to help the city by serving on one of the 10 committees/commission/boards we have in Cibolo. Each member receives a small gift to go along with the theme chosen each year. In 2025 the theme was Hollywood. Staff had a red carpet when individuals arrived and a backdrop for pictures to be taken. Each person received a bag of goodies just like at the Oscars. Each group was announced, and pictures were taken with the Mayor and Council. Dinner was provided and served by the Mayor, Council, and City Manager to all the volunteers. After all the volunteers were served their meals the servers (Mayor, Council, and CM) sat down with the volunteers to talk with them and just to get to know them better.

**3.1.20**.....**Completed**

The City Manager’s Office and the People & Performance Department have ensured employees are recognized for their years of service throughout the year.

**3.1.21**.....**Completed**

This is an on-going process and will be repeated annually.

## Overview

# INITIATIVE 3.2

**Initiative 3.2**      Lead efforts to advocate for legislation that promotes Cibolo’s interests

3.2.1	Create and maintain a list of staff members that can serve as support staff for Council; review annually	Completed
3.2.2	Create and maintain an annual action plan for TML items in the coming year to share with Council and staff	Completed
3.2.3	City Attorney is required to provide an annual update regarding new laws that impact municipal authority for development	Project Delayed

Under Initiative 3.2, 3 identified goals were in FY2025. Out of those 3 goals, 2 are considered ‘**Completed**’ and 1 is considered ‘**Project Delayed**’.

**3.2.1**.....**Completed**

This is an on-going process and will be repeated annually.

**3.2.2**.....**Completed**

This is an on-going process and will be repeated annually.

**3.2.3**.....**Project Delayed**

This is an on-going process and will be repeated annually. It was not done in 2025 due to transition in the City Attorney’s Office.

## Overview

# INITIATIVE 3.3

**Initiative 3.3** Be prepared to engage partner agencies when at the table

3.3.2	Apply for grants to seek funding for new public safety facilities and other city facilities	In Progress
3.3.5	Engage the County on reallocating lateral-road tax revenue to consider road improvements within the City and the ETJ	Completed

Under Initiative 3.3, 2 identified goals were in FY2025. Out of those 2 goals, 1 is considered 'Completed' and 1 is considered 'In Progress' with anticipated completion in FY2026 or future fiscal years.

**3.3.2**.....In Progress

Staff is currently working with the in-house grant writer and third-party grant writer (Vickers Consulting Group) to make its 4th application. For Hiring Activity grants, recipients must contribute 25 percent of the actual costs incurred in each of the first and second years of the grant, and 65 percent of the actual expenses incurred in the third year of the grant.

**3.3.5**.....Completed

Refer to goal 2.1.7 under Initiative 2.1.

# QUALITY OF LIFE

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**Initiative 4.1** Promote active lifestyles for all ages by providing opportunities to recreate

**Initiative 4.2** Create and sustain safe and well-kept neighborhoods that residents love to call home

**Initiative 4.3** Support youth activities

**Initiative 4.4** Provide unique outdoor experiences “Memorable experiences”

**Initiative 4.5** Update the Parks & Recreation Master Plan

## Overview

# INITIATIVE 4.1

**Initiative 4.1** Promote active lifestyles for all ages by providing opportunities to recreate

4.1.1	Explore development of new sports fields for events by conducting a feasibility study to identify resources and impact for the City	Project Delayed
4.1.2	Develop a trail system that connects neighborhoods and commercial areas	In Progress
4.1.3	Explore the possibility of utility easements for hike and bike trail connectivity throughout the City	Project Delayed
4.1.6	Explore incorporating designs and costs for on-street shared use paths to be considered in future Thoroughfare Master Plan updates	In Progress
4.1.10	Monitor the utilization of the existing Senior Program and provide annual updates to Council with a presentation	In Progress
4.1.11	Explore opportunities to provide a larger facility	Completed
4.1.12	Adopt/Update City standards for public park improvements and minimum amenities	Project Delayed

Under Initiative 4.1, 7 identified goals were in FY2025. Out of those 7 goals, 1 is considered ‘**Completed**’, 3 are considered ‘**In Progress**’ with anticipated completion in FY2026 or future fiscal years, and 3 are considered ‘**Project Delayed**’.

**4.1.1**.....**Project Delayed**

Parks Master Plan is budgeted for FY26.

**4.1.2**.....**In Progress**

On-going design of the Town Creek Trail Project. In addition, the City funded a Parks and Trails Master Plan in the FY26 budget. A request for proposals will be initiated in 2026 after the completion of the Old Town Master Plan.

**4.1.3.....Project Delayed**

Project is delayed until FY2026. This will be explored as part of a new Parks, Open Space, and Trails Master Plan, which has been funded in FY26.

**4.1.6.....Project Delayed**

Project is delayed until FY2026. This will be explored as part of a new Parks, Open Space, and Trails Master Plan, which has been funded in FY26.

**4.1.10.....In Progress**

No action at this time as the renovation of the remaining sections of the Cibolo Community Center is underway.

**4.1.11.....Completed**

Program moved to the Cibolo Community Center in October 2025. The program continues to grow in membership. A presentation was provided to City Council on January 20, 2025.

**4.1.12.....Project Delayed**

Project is delayed until FY2026. This will be explored as part of a new Parks, Open Space, and Trails Master Plan, which has been funded in FY2026 budget.

## Overview

# INITIATIVE 4.2

**Initiative 4.2** Create and sustain safe and well-kept neighborhoods that residents love to call home

4.2.4	Evaluate park impact fees for park dedication fee changed to developer in lieu of land dedication	<b>Project Delayed</b>
4.2.5	Create a schedule to update, maintain and enhance GIS products posted on City website (such as the Current Developments Map)	<b>Completed</b>
4.2.6	Conduct annual sidewalk inventory and create a funding plan that prioritizes repairs and filling gaps	<b>In Progress</b>
4.2.7	Increase promotion of SeeClickFix for citizens to help build better relationships with quality City-to-citizen service delivery times	<b>Completed</b>
4.2.8	Develop a neighborhood parks range of features so that as local parks develop, the features complement, rather than duplicate one another	<b>In Progress</b>
4.2.9	Conduct a study on City's Fire ISO and identify recommendations on how to improve Fire ISO	<b>Completed</b>

Under Initiative 4.2, 6 identified goals were in FY2025. Out of those 6 goals, 3 are considered **'Completed'**, 2 are considered **'In Progress'** with anticipated completion in FY2026 or future fiscal years, and 1 is considered **'Project Delayed'**.

**4.2.4**.....**Project Delayed**

This will be explored as part of a new Parks, Open Space, and Trails Master Plan, which has been funded in FY2026.

**4.2.5**.....**Completed**

This is now considered a way of doing business and will continue for future years.

**4.2.6**.....**In Progress**

This is an on-going process. Work Orders are generated through SeeClickFix tickets.

**4.2.7**.....**Completed**

Through the use of social media and printed newsletters, Staff have continued to promote SeeClickFix and the benefits of the community utilizing this tool.

**4.2.8**.....**In Progress**

Currently working on this item with Kimley-Horn for Veterans Memorial Park and Niemietz Park. A comprehensive inventory will be completed as part of the Parks, Open Space, and Trails Master Plan.

**4.2.9**.....**Completed**

The Fire Department secured Mike Pietsch, P.E. Consulting Services, Inc., in December 2023 and has evaluated key components related to ISO ratings, including **1)** Fire Department; Staffing and Equipment **2)** Water Supply; Hydrant type and location with needed fire flow **3)** Emergency Communications System; Adequate CAD system, Facilities for dispatching fire companies/engines and **4)** Community Risk Reduction; Community outreach programs, Fire prevention enforcement. The initial phase was completed on February 2, 2024. The consultant found that the City of Cibolo's total earned credits would move to an ISO Class 2/2X. On August 29, 2024, the project was completed, and the new ISO class request was submitted. With approval in April of 2025, the City of Cibolo's ISO rating is now a 2 ISO rated community.

## Overview

# INITIATIVE 4.3

### Initiative 4.3 Support youth activities

4.3.1	Promote a youth sports association by engaging local groups to evaluate interest and incorporate findings into the P&R Master Plan	In Progress
4.3.2	Exploring funding for Phase II of the Youth Sports Complex	In Progress
4.3.3	Provide Council with a semi-annual report on field usage by YMCA	Project Delayed
4.3.4	Schedule an annual presentation from the YMCA to Council	Project Delayed
4.3.5	Track usage of playing fields in City Parks and MEC and report on an annual basis and identify best practices that are supporting the aim to maximize use of city parks	Project Delayed
4.3.7	Execute agreement with Relentless Sports for multi-year arrangement for the use of the Multi-Event Center	Project Delayed

Under Initiative 4.3, 6 identified goals were in FY2025. Out of those 6 goals, 2 are considered 'In Progress' with anticipated completion in FY2026 or future fiscal years, and 4 are considered 'Project Delayed'.

#### 4.3.1.....In Progress

Staff is working with YMCA and Cibolo Little League for youth sport league coordination.

#### 4.3.2.....In Progress

On-going effort. The City was in discussions with a potential developer, but the project stalled.

#### 4.3.3.....Project Delayed

Staff will present in January 2026.

#### 4.3.4.....Project Delayed

Goal was not met in FY2025. The YMCA will present in January 2026.

**4.3.5.....Project Delayed**

Project is delayed until FY2026.

**4.3.7.....Project Delayed**

Council agreed to provide Relentless Soccer with preferred dates and times of MEC Field use while still providing usage of the facility to other local sports groups.



## Overview

# INITIATIVE 4.4

**Initiative 4.4** Provide unique outdoor experiences - “Memorable Experiences”

4.4.1	Update Downtown Master Plan to create clear vision for the heart and soul of our community	In Progress
4.4.2	Continue Cibolo Summer Nights, Market Days, Holiday Parade, Cibolofest and other complementary special events on an annual basis	Completed
4.4.4	Design and construct Council identified improvements in existing city parks per 5-year CIP	In Progress
4.4.5	Complete design and initiate construction of the Town Creek Trail from FM 1103 to the Community Center	In Progress

Under Initiative 4.4, 4 identified goals were in FY2025. Out of those 4 goals, 1 is considered ‘**Completed**’ and 3 are considered ‘**In Progress**’ with anticipated completion in FY2026 or future fiscal years.

**4.4.1**.....**In Progress**

Refer to goal 1.4.6 under Initiative 1.4.

**4.4.2**.....**Completed**

Successful completion of Cibolofest and Cibolo Summer Nights. Market Days was discontinued for FY2025 but will revisit for FY2026.

**4.4.4**.....**In Progress**

The City Council provided direction during the Council Budget Workshop. Veterans and Niemietz Parks are in the Planning Phase.

**4.4.5**.....**In Progress**

This is still under design due to issues with UPRR. Project will likely be completed in FY2027 or later.

## Overview

# INITIATIVE 4.5

### Initiative 4.5 Update the Parks & Recreation Master Plan

4.5.1	Update the Parks & Recreation (P&R) Master Plan to include the linear park/trail system	Project Delayed
4.5.2	Identify and explore current/new recreation trends and consider updating the P&R Master Plan to include findings	Project Delayed
4.5.3	Update the Thoroughfare Master Plan (T.M.P.) for on-street bike lanes while coordinating with the P&R Master Plan when funding is available	Project Delayed

Under Initiative 4.5, 3 identified goals were in FY2025. Out of those 3 goals, all 3 are considered as **‘Project Delayed’**.

**4.5.1**.....**Project Delayed**

The Cibolo EDC will be funding the Parks Master Plan in FY2026.

**4.5.2**.....**Project Delayed**

This will be part of the Parks Master Plan in FY2026. See 4.5.1.

**4.5.3**.....**Project Delayed**

This will be part of the Parks Master Plan in FY2026. See 4.5.1.

# FINANCIAL INTEGRITY

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**Initiative 5.1** Foster fiscal health through disciplined long-term planning, cost control, efficiency, increased revenue, & innovative funding solutions

**Initiative 5.2** Develop 5-Year Forecasts and maintain CIP funding sources

**Initiative 5.3** Develop Financing strategies aligned with customer service delivery expectations

**Initiative 5.4** Implement Procurement Functions

## Overview

# INITIATIVE 5.1

**Initiative 5.1** Foster fiscal health through disciplined long-term planning, cost control, efficiency, transparency, increased revenue, & innovative funding solutions

5.1.1	Ensure a balanced budget is achieved through the annual budget process by managing expenses within revenues	Completed
5.1.2	Create city facility master plan to provide long term facility needs as City grows and maintain annually	In Progress
5.1.5	Achieve TX state comptroller awards for transparency annually	Completed
5.1.7	Maintain market pay to be competitive in workforce to attract and retain top talent	In Progress
5.1.8	Annually review official City financial policies	Completed
5.1.9	Provide total rewards statement to every employee on annual basis	In Progress

Under Initiative 5.1, 6 identified goals were in FY2025. Out of those 6 goals, 3 are considered ‘**Completed**’ and 3 are considered ‘**In Progress**’ with anticipated completion in FY2026 or future fiscal years.

**5.1.1.....Completed**

A balanced budget was developed for FY2026 and adopted by City Council on September 18, 2025. Revenues are consistently monitored, and negative variances are communicated to the City Manager and to staff to ensure that we are managing costs to stay within our available revenues.

**5.1.2.....In Progress**

A presentation was provided to Council in March on the Facility Master Plan program. The City acquired the Noble Group Event Center in August to expand available office space for City employees and programs. Staff will continue exploring grants to fund a facility master plan in the next budget.

**5.1.5.....Completed**

The City maintained a star for Traditional Finances and will be seeking one to two additional stars in FY2026.

**5.1.7**.....**In Progress**

Market study has been completed for all remaining positions that were not moved to market in the FY2025 budget. Proposed market adjustments were presented to council during the FY2026 budget workshops and approved as part of the FY2026 budget. The adjustments are effective as of January 3, 2026.

**5.1.8**.....**Completed**

Official city financial policies include Fund balance policy, investment policy, purchasing policy and debt management policy. City Council was provided a presentation on the Fund Balance Policy on July 8, 2025, and directed Staff to return with an amendment. On October 14, 2025, City Council adopted Ordinance 1512 amending the City’s Investment Policy, which is required annually by the Public Funds Investment Act (PFIA). The City Council approved Resolution 1728 on August 26, 2025, amending the Fund Balance Policy, including changing the minimum Unassigned Fund Balance from 28% to 25% for the General Fund.

**5.1.9**.....**In Progress**

The City hired a new benefits broker which is providing the necessary software to generate Total Rewards Statements for employees. The first statement will be generated in January 2026 after market study adjustments and COLAs are issued to all employees.

## Overview

# INITIATIVE 5.2

**Initiative 5.2**      Develop 5-Year Forecasts and maintain CIP funding sources

5.2.1	Develop a 5-year financial plan and update annually during the budget process	In Progress
5.2.2	Develop 5-year CIP projections and update annually during the budget process	Completed
5.2.3	Provide a CIP scope of work, timeline, and outcomes to Council Sub-committee as required	Completed
5.2.4	Strengthen CIP by creating procurement templates, dashboard, master schedule, and communication of future projects forms and contracts, and ensure timely execution from time of funding and update annually as needed	Completed
5.2.5	Complete project development, including costs, before bonds are issued	Completed
5.2.6	Initiate Capital Improvement Projects within 12 months of debt issuance	Completed

Under Initiative 5.2, 6 identified goals were in FY2025. Out of those 6 goals, 5 are considered ‘**Completed**’, and 1 is considered ‘**In Progress**’ with anticipated completion in FY2026 or future fiscal years.

**5.2.1**.....**In Progress**

The Finance Director is developing a 5-year forecast of revenue and estimated expenses, accounting for any significant known events to determine capacity and prepare for future growth. A presentation will be scheduled in early 2026.

**5.2.2**.....**Completed**

A 5-Year CIP projection has been developed and is updated during each annual budget process.

**5.2.3**.....**Completed**

This is now considered a way of doing business and will continue for future years.

**5.2.4**.....**Completed**

This is now considered a way of doing business and will continue for future years.

**5.2.5**.....**Completed**

The CIP manager improved cost calculations during the FY2025 budget process. This improved the accuracy of bond issuance.

**5.2.6**.....**Completed**

The City has consistently issued bonds for design and construction services for capital improvement projects within twelve months of bond issuance since 2023.



## Overview

# INITIATIVE 5.3

**Initiative 5.3**      Develop Financing strategies aligned with customer service delivery expectations

5.3.1	Update All Impact Fee Studies	In Progress
5.3.2	Address sales tax base - sales tax audit	Project Delayed

Under Initiative 5.3, 2 identified goals were in FY2025. Out of those 2 goals, 1 is considered 'In Progress' and 1 is considered as 'Project Delayed'.

**5.3.1**.....**In Progress**

On January 14, 2025, the City Council approved a contract with Freese & Nichols and authorized the City Manager to execute the contract to update the City's water, wastewater, roadway, and drainage impact fees. Due to a delay in filling the Capital Improvement Advisory Committee (CIAC), the first CIAC meeting is scheduled for January 2026.

**5.3.2**.....**Project Delayed**

Project is delayed until FY2027.

## Overview

# INITIATIVE 5.4

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**Initiative 5.4**      Develop and implement improved internal policies and procedures

5.4.3	Implement Purchase Order Process in OpenGov and create Citywide SOP	<b>Completed</b>
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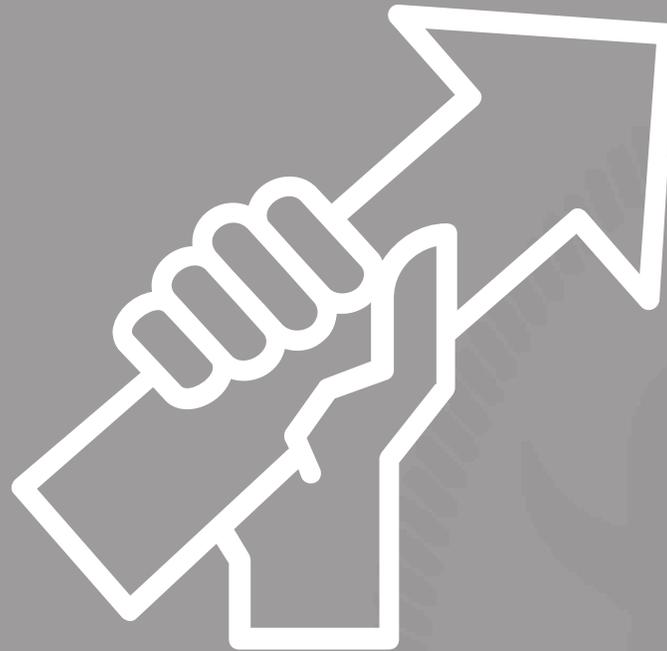
Under Initiative 5.4, 1 identified goal was in FY2025. This goal is considered as **‘Completed’**.

**5.4.3.....Completed**

Digital workflow process for requisitions and purchase orders are now in OpenGov. This new workflow replaced a manual process that involved more staff time. The digital workflow has reduced the time it takes to process requisitions and purchase orders as well as eliminated mistakes and duplication of staff efforts.

# OPERATIONAL EXCELLENCE

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- Initiative 6.1** Govern openly to build and sustain trust through citizen inclusion and involvement
- Initiative 6.2** Cibolo communicates its goals, successes, and challenges to the community and serves as a leader and champion for the community
- Initiative 6.3** High quality services are responsive to citizens' needs, readily accessible, courteously delivered, and professionally managed
- Initiative 6.4** Commitment to the pursuit of continuous improvement for the benefit of the organization and the community we serve

## Overview

# INITIATIVE 6.1

**Initiative 6.1** Govern openly to build and sustain trust through citizen inclusion and involvement

6.1.1	Create an annual UDC work program using UDC Advisory, P&Z, and Council direction on Committee	In Progress
6.1.3	Update Parks and Recreation Master Plan after Comprehensive Plan	Project Delayed
6.1.4	Update UDC after Comprehensive Plan	In Progress
6.1.5	Update the DCM	Completed
6.1.6	Fund Update Water/Wastewater Master Plan after City resolves litigation with GVSUD	In Progress
6.1.7	Update the Pavement Management Plan Report from June 2019	In Progress
6.1.8	Continue CIP Staff Committee to coordinate on project development and management	Completed
6.1.9	Provide calendar of community engagement opportunities on City Website	Completed
6.1.15	Conduct in-person Town Hall meetings twice annually and test virtual town halls	Completed
6.1.16	Annually review official City personnel policies	In Progress

Under Initiative 6.1, 10 identified goals were in FY2025. Out of those 10 goals, 4 are considered 'Completed', 5 are considered 'In Progress' with anticipated completion in FY2026 or future fiscal years, and 1 is considered as 'Project Delayed'.

- 6.1.1**.....**In Progress**  
 The City has initiated a complete UDC rewrite.
- 6.1.3**.....**Project Delayed**  
 This project was delayed until FY2026 budget. It will begin after the Old Town Master Plan is completed in 2026.
- 6.1.4**.....**In Progress**  
 Following City Council’s direction on September 10, 2024, the RFP for the UDC Rewrite was issued on October 11, 2024. City Council approved an award of contract for the UDC Rewrite on December 10, 2024. Initial engagement has included stakeholder sessions and a joint workshop, and continued community engagement is planned throughout this ongoing initiative. Scheduled to be completed in 2026.
- 6.1.5**.....**Completed**  
 City Council received a presentation on the proposed amendments to the Streets Design Criteria Manual (DCM) and directed the City Engineer to return with ordinances. On August 26, 2025, City Council adopted Ordinance 1507.
- 6.1.6**.....**In Progress**  
 City Council received a presentation on October 27, 2025, and approved a resolution to adopt this plan on January 13, 2025.
- 6.1.7**.....**In Progress**  
 Funding was allocated in FY2026 in CIP to update the Pavement Management Plan.
- 6.1.8**.....**Completed**  
 Staff continues to have regular CIP Meetings to discuss current projects and plan for future eCIP projects.
- 6.1.9**.....**Completed**  
 Completed. This will be maintained annually.
- 6.1.15**.....**Completed**  
 Completed. This will be maintained annually.
- 6.1.16**.....**In Progress**  
 A review of the personnel policies began in the summer and presented to Council for feedback in September. Final review and adoption will be in Q1 of FY2026.

## Overview

# INITIATIVE 6.2

**Initiative 6.2** Cibolo communicates its goals, successes, and challenges to the community and serves as a leader and champion for the community

6.2.2	Create annual EDC report	Completed
6.2.3	Conduct townhall meetings with opportunities for Utilize Public Input tool through digital options (such as the City's website)	Completed
6.2.4	Utilize Everbridge option for Town Hall notice to Citizens	Completed
6.2.5	Hold Town Hall meetings with elected officials	In Progress
6.2.7	Continue posting after Council presentations, proclamations, service awards, etc...	Completed
6.2.8	Develop videos of Public Works staff completing projects	Completed

Under Initiative 6.2, 6 identified goals were in FY2025. Out of those 6 goals, 5 are considered 'Completed' and 1 is considered 'In-Progress' with anticipated completion in FY2026 or future fiscal years.

**6.2.2**.....Completed

Staff now issues monthly reports on business development and Economic Development Department activities to give real-time overviews on the business climate instead of an annual report with the same information.

**6.2.3**.....Completed

Completed. Town Halls are scheduled on an as needed basis.

**6.2.4**.....Completed

Completed with the first Town Hall in FY2025.

**6.2.5**.....**In Progress**

Town Halls are scheduled on an as needed basis.

**6.2.7**.....**Completed**

Completed. This will be maintained annually.

**6.2.8**.....**Completed**

Completed. This will be maintained annually.



## Overview

# INITIATIVE 6.3

**Initiative 6.3** High quality services are responsive to citizens’ needs, readily accessible, courteously delivered, and professionally managed

6.3.1	Provide Bond and CIP updates to the public with a dedicated webpage, social media blasts and newsletter articles	Completed
6.3.2	Re-establish Council Orientations and ensure there is representation from all departments	Completed
6.3.3	Create and maintain all committee orientations	Completed
6.3.4	Maintain existing GIS Development map and website, add CIP tracker	Completed
6.3.6	Increase video presence on new website and social media accounts	Completed
6.3.7	Continue to execute Organizational Excellence through Vision Inspired, Mission Focused, Values Driven, and Performance Based strategy Hire, retain, and develop top talent and hold employees accountable to the Departmental Business Plans	Completed
6.3.10	Conduct staffing analysis to determine LOS to meet Council and community expectations	Project Delayed
6.3.13	Collect data regularly over the telework policy and make routine presentations to Council	Completed

Under Initiative 6.3, 8 identified goals were in FY2025. Out of those 8 goals, 7 are considered ‘**Completed**’ and 1 is considered as ‘**Project Delayed**’.

**6.3.1**.....**Completed**  
 Completed. This will be maintained annually. In 2025, residents were provided an update in the InCibolo magazine.

**6.3.2**.....**Completed**  
 Completed. This will be maintained following each local election.

**6.3.3**.....**Completed**

Completed. This will be maintained annually. Board and Commission orientations continue to evolve and include more training.

**6.3.4**.....**Completed**

Completed. This will be maintained annually.

**6.3.6**.....**Completed**

Completed. This will be maintained annually.

**6.3.7**.....**Completed**

Completed. This will be maintained annually.

**6.3.10**.....**Project Delayed**

This is expected to be discussed during the FY2027 budget process.

**6.3.13**.....**Completed**

During the update to the employee handbook, the City Council received an update on the utilization of telework by Staff. City Council approved Resolution 1737 on December 9, 2025, adopting an updated employee handbook, including the telework policy.

## Overview

# INITIATIVE 6.4

**Initiative 6.4** Commitment to the pursuit of continuous improvement for the benefit of the organization and the community we serve

6.4.5	(Finance) Develop and implement a digital workflow through OpenGov to improve the approval process of Accounts Payable items and contracts resulting in a reduced processing time	In Progress
6.4.7	(Information Services) Lower the average wait time of IT service request tickets to improve customer service delivery by researching new external programs and what options are available with the current software	In Progress
6.4.10	(Performance Management Program) Through the use of Lean Process Improvement training opportunities and workshops, work with at least six (6) service areas to improve one (1) of their processes and document the results	In Progress
6.4.12	(Police) Enhance the reporting on police activity in the community and officer performance within the organization by researching record management software that will reduce customer waiting times, optimize staff time, and provide more transparency to the public	In Progress
6.4.13	(Public Works) Develop and implement a new digital workflow for SeeClickFix to better address citizen concerns in a more timely and consistent manner	In Progress

Under Initiative 6.4, 5 identified goals were in FY2025. Out of those 5 goals, all 5 are considered ‘**In-Progress**’ with anticipated completion in FY2026 or future fiscal years.

**6.4.5**.....**In Progress**

Currently on-going. Staff is working with other departments to address a roadblock that is stalling project. Will conclude in FY2026.

**6.4.7**.....**In Progress**

The Information Systems Department is working with a new ticketing tool, NinjaOne, and is measuring results to identify if the rollout lead to lower wait times for ticket resolutions.

**6.4.10**.....**In Progress**

At the beginning of FY2025, the PMP program held its first Green Belt training cohort. This cohort had 13 members and consisted of all Executive Staff and Executive Assistants. This training taught Lean and Continuous Process Improvement methodology and the tools to capture meaningful and relevant data on processes being evaluated. While the cohort is still working on evaluating the success of their chosen process, FY2026 will welcome the next cohort and consist of front-line employees.

**6.4.12**.....**In Progress**

In June 2025, the Police Department started the implementation and rollout of the new Record Management System (RMS) with Tyler Technologies. While still in the process of moving systems, the ability to better maintain and produce police records, including data and statistics, is a projected outcome of this system switch. This project will be completed in FY2026. This transition to a new, modern, RMS will be completed by end of 2026.

**6.4.13**.....**In Progress**

Staff is working with the vendor to design and implement SOPs to address concerns about the time it takes for citizens to get a response to tickets. With report at the end of FY2026 with any outcomes.



City of Cibolo, Texas

# FY23-27 STRATEGIC PLAN

Revised for FY26-FY27



## The Cibolo City Council's Vision is...

*"A community that is proud of our historic roots, responsive to residents, and innovating for our future."*

### CONNECT WITH US

-  [www.cibolotx.gov](http://www.cibolotx.gov)
-  (210) 658-9900
-  200 S Main St, Cibolo, TX 78108

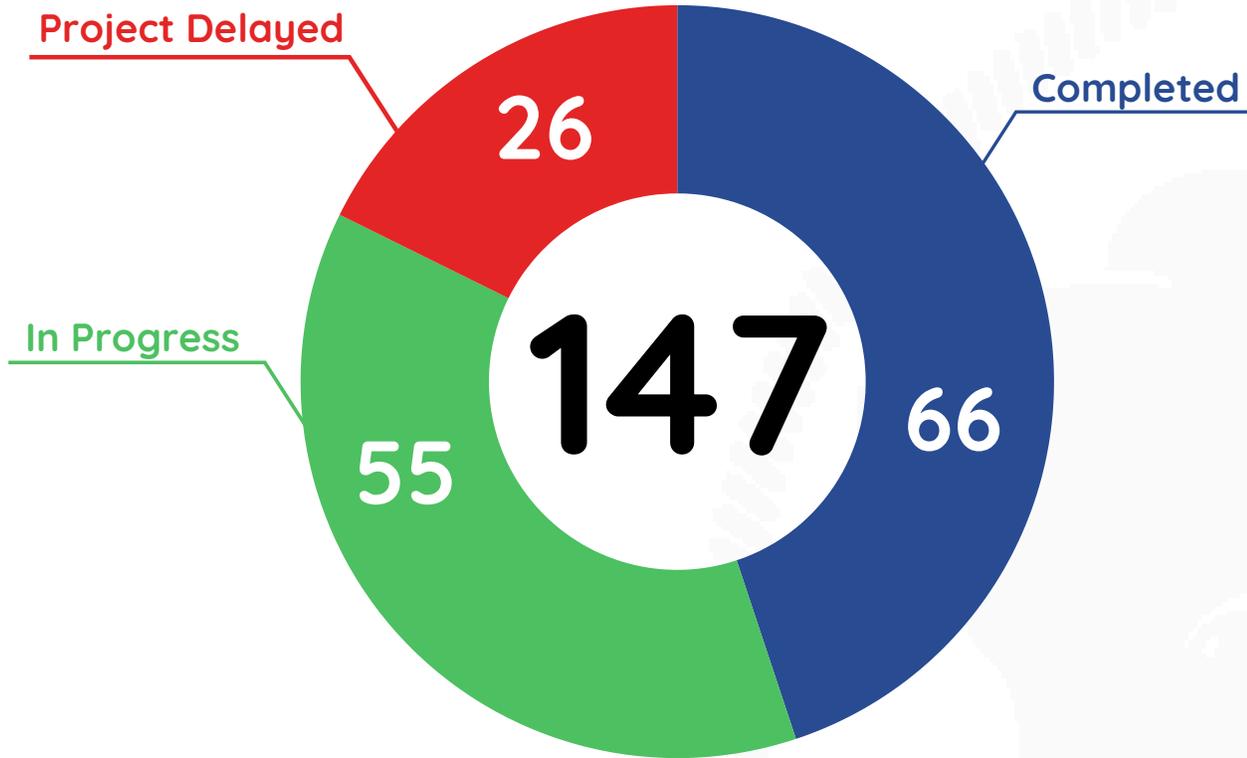
### ABOUT THIS PLAN

- Strategic Plan Originally Approved by City Council on September 13, 2022
- Council revised the Number of Core Strategies from 5 to 6 on May 23, 2023
- FY23-27 Strategic Plan Update published on December XX, 2025

*Vision Inspired, Mission Focused, Values Driven, and Performance Based*

# FY25 IN REVIEW

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In FY2025, **147** total goals were identified – **66** goals were '**Completed**', **55** goals are '**In Progress**' with completion in future fiscal years, and **26** goals were identified as '**Project Delayed**', including projects not yet funded.

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# HISTORY & COUNCIL

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The City of Cibolo’s City Council developed its second ever Strategic Plan in 2023, beginning at its strategic planning workshop on March 17, 2023, and over the course of the next seven months. Wayne Reed, ICMA-CM, City Manager, facilitated the strategic planning workshop and subsequent updates and feedback sessions to compile this plan. City Council adopted its updated FY2024 – FY2027 Strategic Plan on October 10, 2023. Council revised the Number of Core Strategies from 5 to 6 on May 23, 2023.



**Mark Allen**  
Mayor



**Jeff McGlothlin**  
District 1



**Randy Roberts**  
District 2



**Robert Mahoney**  
District 3



**Katie Cunningham**  
District 4



**Norma Sanchez-Stephens**  
District 5



**Donetta Roberts**  
District 6



**Joel Hicks**  
District 7

# EXECUTIVE TEAM

---



**Wayne Reed**  
City Manager



**Peggy Cimics**  
City Secretary



**Bryan Huggins**  
Safety & Infrastructure



**Thedrick Andres**  
Police Chief



**Mario Troncoso**  
Fire Chief



**Rick Vasquez**  
Planning & Economic  
Development



**Anna Miranda**  
Finance



**Tracy Beekman**  
Information Services



**Elizabeth Taplin**  
People & Performance



**Julio Gomez**  
Public Works & Capital  
Improvement Projects



**Matt Hanson**  
Chief Building Official



**Nicole Perez**  
Executive Assistant,  
City Manager

# PREFACE

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by Wayne Reed, City Manager, ICMA-CM

### **Creating an Organization of Excellence:**

It has been a privilege to work with Mayor Allen and the City Council members in 2023 to develop the City of Cibolo's second City Council Strategic Plan. This is a critical resource for Cibolo to become an organization of excellence that delivers world class services to its residents and businesses. This Strategic Plan will serve as a guide for Fiscal Years 2024 – 2027. It will be updated annually by the City Council with a rolling three-year horizon; an Action Plan is located at the end for tracking progress. Based upon reports from the executive staff in January and February, each annual update will include an identification of work performed and accomplishments regarding Goals and Actions.

To achieve the Council's Vision for the community, Cibolo as an organization must transition from a reactive governance approach to an intentional, strategic model of governance, if it is to maximize the opportunities and mitigate the threats to its quality of life and the public's health and safety. Our mantra is to be **Vision Inspired, Mission Focused, Values Driven, and Performance Based**. The Council's Strategic Plan is a critical step on this journey.

### **Pivotal Moment:**

Cibolo is at a pivotal point in its history. At the beginning of this century, there were 3,035 people in 1,092 households residing in the City of Cibolo. A short twenty (20) years later, the U.S. Census found the community had grown by more than nine-fold to 32,276 residents and 9,106 households. Economic forecasts project our community and region will continue to experience strong growth over the next two decades and beyond. Cibolo is posed to grow with available land area for residential and nonresidential development along with its continued investment in infrastructure and resources needed to create high quality neighborhoods, commercial centers, parks and recreational amenities, and primary employment businesses. The organization must approach the future with a different approach if it wants to improve the outcomes and shed some of its past practices that led to less-than-optimal results.

### **Strategic Thinking:**

The Strategic Plan can be a very effective “tool in the toolbox” for the City Council. It illustrates Council's desire to use strategic thinking to view and make sense of the environment (both internally and externally) that influences and surrounds the community. City Council's intention to use this plan to guide its decision-making reaffirms its commitment to develop a new approach to governance as our community leaders' approach the future with confidence so that its decisions and actions today will produce the best possible results over the next three years and beyond. The City Council understands

the environments at the local, state, and national levels are ever changing and will require the organization to be flexible in its execution and to constantly survey the environment to make sure their strategies, initiatives, and goals maintain their long-term Vision.

### **Team Cibolo:**

The success of the City Council's Strategic Plan will be measured by the ownership from Team Cibolo. Achieving the Council's aspirations will be a day-to-day process involving a lot of hard work. Successfully using the plan will require establishing clear roles and expectations, making strategic planning a way of doing business, tracking performance, communicating progress, revisiting the plan annually, and holding one another accountable. I am confident this Strategic Plan will provide you with the insight into the City Council's Vision, Strategies, and Goals. I am looking forward to seeing the team overcome obstacles that hinder our progress and celebrating the successes we will achieve together.

### **Introduction:**

This plan is intended to communicate the long-term vision of the Cibolo City Council and how it plans to allocate the organization's limited resources in a realistic and practical manner to proactively improve the community and better serve its residents, businesses, and various stakeholders, while it goes about fulfilling its everyday business. The journey to organizational and operational excellence requires everyone to be rowing in the same direction, willing to make incremental improvements, and committed to being accountable to Team Cibolo.

This document includes a comprehensive overview of the steps taken to build the strategic plan. It walks through the process in detail and shows how each session was built on the last and through every step consensus was reached. A summary of the Cibolo City Council strategic plan and the process to achieve these goals follows.

This plan is to be used in numerous ways to help the City Council and City staff be proactive and intention in their governance. It is a communication, budgetary, and an accountability tool.

The development of this strategic plan evolved over seven months and required multiple work sessions at different Council meetings as explained in the following sections. In addition to the work by Mayor Allen and the Council members to develop the Vision, Strategies and Goals, the Cibolo executive staff played an important role by asking clarifying questions about goals and adding Actions to execute on Council's work. This plan includes an execution ("action") plan.

### **Strategic Plan Framework:**

This strategic plan is inspired by the Council Vision Statement and is organized by **6 Core Strategies**. Each Strategy has multiple **Strategic Initiatives** with **Goals** and supporting **Actions** under each Goal, all promoting the Vision statement. Here is an explanation of the levels:

**STRATEGY:** A plan of action or an approach designed to use resources in most effective and efficient way to achieve the City Council’s Vision.

**Strategy (an Initiative)** is about making choices; it’s about deliberately setting a course for the future of the organization. It recognizes that investing resources in other initiatives should be tempered or run the risk of overreaching, exhausting the capacity of the organization to be effective at execution.

**Strategy (an Initiative)** is about moving an organization from where it is today to where it wants to be in the future.

**GOAL:** A desired result that an organization plans and commits to achieve a Strategy. It is the aim toward which effort is directed. Endeavor to reach a goal within a finite time by setting deadlines.

**ACTION:** An action is Specific, Measurable, Attainable, and Realistic. It is an accomplishment of a Goal over a period of time. Actions are assigned to individuals and/or groups to accomplish.

#### **FY2025 Strategic Planning Workshop Summary:**

The Cibolo City Council met on April 5, 2025, to conduct a strategic planning session. Led by the City Manager and facilitated by the Executive Staff, the workshop engaged Council in conversations over the following topics:

- Performance Management Program Evolution
- Strategic Plan Accomplishments
- Operation Matters
- SWOT Trend Analysis
- Plus/Delta Exercise

#### **Items Not Addressed:**

- Alignment with Strategic Plan



Figure 1: Strategic Planning Workshop held on April 05, 2025.

## Workshop Overview:

The City Council's Strategic Planning Workshop was facilitated using a consensus building methodology to build agreement through a collective participation process (Figure 2). When consensus is reached, all participants feel their ideas, insights, and perspectives have been honored, and the consensus includes their ideas. This methodology was used during all subsequent input sessions over the next several months.

### Inclusive Participation:

We will invite and sustain the participation of all members of this group.

### Collaboration and Teamwork:

Teamwork and collaboration are necessary to complete this challenge in an effective and efficient way.

### Individual and Group Creativity:

We will bring out the best in each person and encourage group creativity by soliciting ideas from one another.

### Action and Ownership:

We want to position all of you to take actions on the decisions owned and supported by this group. Group ownership of decisions moves the group towards action!

### Reflection and Learning:

We want to confirm individual and group resolve and allow for full appreciation of the value and importance of consensus and collective action.

Figure 2: Facilitative Consensus Building from Technology of Participation (ToP)

## Importance of Strategic Planning:

At the beginning of the workshop, City Manager, Wayne Reed, led Council through a background discussion on the importance of strategic planning and their role in leading the organization and the community through the plan they create through two main questions, 1) "Why are we here?" and 2) "What is the purpose of a Strategic Plan?".

"Why are we here?"

- The Strategic Management Workshop reinforces Council's Vision, Strategies, and Goals.
- Council can respond to and take advantage of the constantly changing environment to ensure Cibola moves the needle towards its aspiration, its VISION.
- Strategic thinking deliberately sets aside time to think strategically to lead our community. It creates a space that is conducive to thinking strategically. It is also to use the Strategic Plan to create how we do business.
- It is to foster positive, productive, and professional working relationships between City Council members and City Staff.

“What is the purpose of a Strategic Plan?”

- It shapes and guides what an organization is, who it serves, what it does, and why it does certain activities...focus on the future.
- It is an organizational management activity that helps identify Council’s priorities and aligns them with the budget process.
- It allows Staff to focus energy and resources across the year to implement the identified ACTIONS.
- It prepares the organization for the future and sets expectations on the outcomes.
- **It is the Guiding North Star, providing stability and more certainty in the face of challenges (elections, state laws, staff, economy, etc.).**

### **Performance Management Program (PMP) Evolution:**

The morning started with an informal conversation between the Mayor, Council members, and City staff. The conversation covered the following topics:

- How has PMP evolved in FY2025?
- What are the expectations and deliverables for this program for the upcoming year?

The Senior HR Business Partner, Mr. Dustin Morris, spoke about the newly created Green Belt training program for Continuous Process Improvement. The training highlights the integration of the Cibolo Green Belt Program and an Innovation Form to drive continuous improvement and data-driven change.

The program is focused on systematically improving our existing processes. To support this, staff has implemented an Innovation Form as a key tool for streamlined communication and the collection of data necessary for informed decision-making.

This Innovation Form focuses on capturing essential information, including the Problem being addressed, associated Costs, relevant Metrics for measurement, and key Lessons learned. Staff’s analysis process emphasizes the consideration of both data and equity in evaluating potential improvements.

For effective utilization of these tools, staff emphasizes the importance of a strong “Why” behind each initiative, the use of supporting data, and effective teamwork. The primary focus of these efforts is to identify and address roadblocks and waste, ultimately leading to the implementation of impactful solutions.

### **Operation Matters:**

The next goal of the Workshop led Council through a series of operational concerns and objectives staff felt critical to the upcoming few years. Topics discussed included:

o **Emergency Preparedness:**

- Need and Scope - The initial discussion centered on establishing warming centers to address the needs of vulnerable populations, particularly older residents in underserved areas, during major weather events. The conversation then shifted to emergency management for shelters.
- Partnerships and Pilot - Exploring partnerships with organizations like HEB and YMCA was suggested, with a pilot program seen as a valuable starting point to assess feasibility.
- Demographics and Impact - Understanding the local demographics, especially the senior population, and focusing on the human impact of setting up shelters and emergency preparedness were emphasized.
- Emergency Management Integration - Strong coordination with the City's and surrounding area's Emergency Management teams is considered essential for resource planning and activation.
- Operational Considerations: Key operational aspects discussed included securing appropriate locations with necessary resources, leveraging community volunteer support, and aligning with existing emergency management policies.
- Facility Limitations and Coordination: The city's current limited sheltering capacity and the need for coordination with Guadalupe County for larger events were noted.
- Funding and Sustainability: The overarching goal is to identify funding sources and develop a sustainable model for emergency preparedness operations.

o **CIP Exercise**

SMW 2025 CIP & Parks Exercise	FY25	FY26	FY27	FY28	FY29	FY30
	\$11.5M	\$4M (Revised: \$4.5M)	\$13M (Revised: \$9.625M)	\$9.5M (Revised: \$7.575M)	\$16M (Revised: \$21.35M)	\$8.955M
<b>FACILITIES</b>					Lift Station Decommission (\$2.4M)	
<b>ROADS</b>	FM1103 Phase II Utility Relocation (\$2M) Green Valley Road Recon (\$441K) Green Valley Rd Mill & Overlay (\$633K) Silver Wing (\$738K) Firebird Lane (\$1.3M) Deer Creek Blvd (\$2.2M)	FM1103 Phase II Match (\$3.4M) Cibolo S. Neighborhood (\$5.68M)		Heackerville Rd. Extension (\$7.89M)		Weidner Road (Cost -TBD)
<b>DRAINAGE</b>						
<b>PARKS</b>	Niemetz Park (\$1.3M) Veterans Park (\$632K) Parks FY25 (\$750K) MEC Sod & Sprinklers (\$275K)		Schlater Park Renovations (\$1.3M) Parks & Rec Master Plan (\$250K) <i>NOTE: This will include a master plan for the Sports Complex and Warbler Woods Park Land</i>	Tolle Nature Center (\$1.1M)	Al Rich Park Renovations (\$788K) Schlather Park Renovations (\$928K)	
<b>TOTAL EST.</b>	<b>\$10.269M</b>	<b>\$9.08M</b>	<b>\$1.5</b>	<b>\$9M</b>	<b>\$1.7M</b>	

- **CIP Exercise (continued):**

- Parks Feedback - What does Council want to see with Parks?
  - The Council's vision for Parks includes several key priorities: upgrading Niemetz Field with more parking and relocating Parks Division storage; initiating development at Tolle Nature Park and the Town Creek Trail; optimizing space for family activities like volleyball, pickleball, and basketball across parks, coupled with improved parking; enhancing Niemitz and Al Rich baseball fields with better parking and updated signage, and updating the Veterans entrance sign; addressing playground safety and equipment at Veterans and Niemitz; improving the Schlather Park Frisbee Golf course, potentially with community input; exploring the Schefter Road field for sports; finding football field solutions, prioritizing Veterans and then the new property near the bird sanctuary, with softball and baseball near the sports complex; and generally improving parking, activities, and beautification across all parks.
- Solid Waste Franchise Update
  - **Service Continuation:** Mr. Hicks wants assurance that trash container pickup by the current provider will continue until a new provider/contract is in place.
  - **Recycling Frequency:** Mrs. Cunningham, with Mrs. Sanchez-Stephens concurring, expressed concern about a potential shift to every other week recycling, emphasizing that many residents rely on weekly recycling. They requested consideration of Option B, which includes weekly recycling.
  - **Additional Recycling Cart:** Mr. Hicks inquired about the possibility of residents having two trash carts and two recycling carts.
  - **Extra Bin Costs:** Council requested that the extra cost for additional bins be presented to them when the staff brings the matter for official adoption.
  - **Loose Trash Bags:** There was an inquiry about Waste Connections potentially requiring residents to get a second bin if they consistently pick up loose bags of trash (and they would take photos as evidence).

(The rest of this page was left intentionally blank. Please continue to the next page.)

### Strategic Plan Accomplishments for FY2025 Actions Items (Green Card Exercise):

Following the Council Conversations around Performance Management, Council was briefed on the accomplishments made by staff towards the current Strategic Plan. The conversation covered the following topic through a Green Card Exercise (**Figure 3**):

- Update on Strategic Initiatives and Goals - Review What has been Accomplished and What Remains a Work in Progress

To read more about the accomplishments made towards FY2024 goals, please read the FY2024 Strategic Plan Annual Report located on the City’s website.

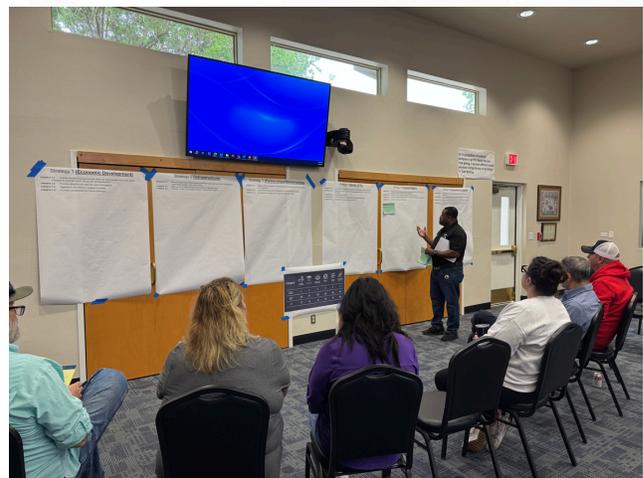
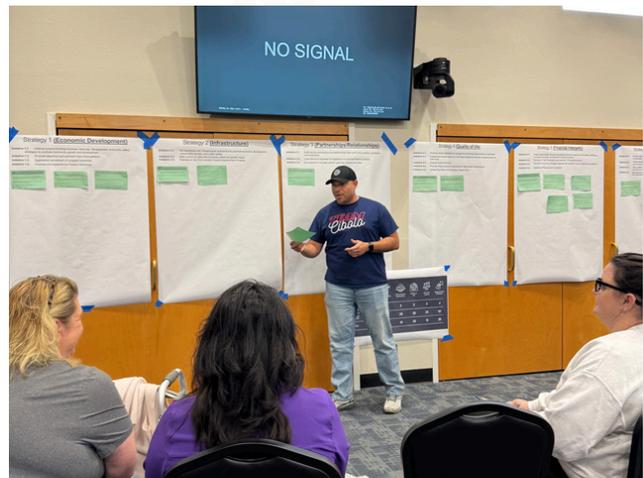


Figure 3: Green Card Exercise led by members of the Executive Staff covering accomplishments on FY2025 goals.

SWOT Analysis: (Figure 4)

PAST		PRESENT		FUTURE	
Accomplishments	Setbacks	Strengths	Weaknesses	Risk	Opportunities
<i>As illustrated by:</i>		<i>As illustrated by:</i>		<i>As illustrated by:</i>	
<ul style="list-style-type: none"> <li>Started &amp; Finished Drainage Project</li> <li>Ordinance Revisions (ex: Noise &amp; Foundations)</li> <li>Finishing CIP Underbudget</li> <li>Cibolo Valley Drive</li> <li>Reconstruction of Dean Road &amp; the Low Water Bridge on GVD.</li> <li>Increased Property &amp; Sales Tax Revenue</li> <li>Master Plan Complete</li> <li>CIP</li> <li>Setting Up CIP</li> <li>Reconstruction of Cibolo Valley Drive</li> <li>Relationships with County, TxDOT, AAMPO, &amp; Other Cities</li> <li>CIP Projects</li> <li>Some Economic Tax Base Increasing w/ New Opening Businesses</li> <li>GVSUD</li> </ul>	<ul style="list-style-type: none"> <li>Money</li> <li>Money</li> <li>TxDOT – FM1103</li> <li>FM1103 Not Starting on Time</li> <li>Not Following Through Fully on CIP Projects</li> <li>Can Kicking</li> <li>Employee Performance – Leadership Not Knowing What Their People Are Doing</li> <li>Ordinance Updates (UDC still in Progress)</li> <li>Companies Locating in Cibolo</li> <li>Economic Inflation</li> <li>Need Stronger Economic Development Tax Base</li> <li>CIP Delays from Deadline</li> </ul>	<ul style="list-style-type: none"> <li>Partnerships</li> <li>9+ Road Projects (Need 10 More)</li> <li>CMO working to Find Funding For Projects</li> <li>Relationships</li> <li>Ability to Start Looking to the Future on Roads</li> <li>Opened 40 new Businesses in 2024</li> <li>Increase Commercial Revenue</li> <li>Old Town Commercial Development in Advantage of Open Land</li> <li>AA+ Rating</li> <li>SCUCISD (need to keep improving relationship)</li> <li>Getting Better at Goal Setting &amp; Playing Catchup</li> </ul>	<ul style="list-style-type: none"> <li>Old Town (Zoning, Drainage, etc.)</li> <li>TxDOT</li> <li>Short on Resources</li> <li>Can't Annex New Land</li> <li>EDC Update</li> <li>Roads (Maintenance, Aging Roads)</li> <li>Funds to Hire the Talent Needed</li> <li>Train Crossings</li> <li>Need to Get Going on Tolle Road</li> <li>Staffing (Not Enough)</li> <li>Leadership Not Knowing What Their Real Culture is Outside of City Hall</li> <li>Partnerships for Human Services Side (Non-Profits)</li> <li>Need to Think Creatively to Maximize Resources &amp; Move Forward</li> <li>We Need Better Communication</li> <li>Neimitez Park &amp; EDC Project Went Nowhere</li> </ul>	<ul style="list-style-type: none"> <li>Current Zoning (Multi-Family)</li> <li>Cost of Materials/Projects/Manpower</li> <li>DOGE Eliminating Federal Jobs in Cibolo</li> <li>Economy (People Losing Jobs, ASIN w/ Tariffs)</li> <li>Increasing/Outpacing Tax Exemptions w/ New Residential Development</li> <li>Reputation</li> <li>Need Utilities on I10 (Both Sides)</li> <li>Internal Conflict Persisting</li> <li>Difficulty of New Businesses Coming to Cibolo (UDC)</li> <li>Not Enough Funding</li> <li>Legislation Passing Bills Against Cities</li> <li>Relationships w/ Other Entities</li> <li>Reputation</li> <li>UDC is Taking Too Long</li> <li>Businesses Overlooking Cibolo</li> </ul>	<ul style="list-style-type: none"> <li>I-10 is great for more Commercial Businesses</li> <li>We Plan to Help Open 50 New Businesses This Year</li> <li>FM1103 is Starting this Month</li> <li>Grants</li> <li>Working on S. Cibolo Wastewater to Attract Growth</li> <li>Need Nice New Neighborhoods Between I-10 &amp; FM 78</li> <li>Long Term Planning</li> <li>Great Relationships w/ Entities</li> <li>Setting Up Master Plans Helped to Get Grants</li> <li>ACM</li> <li>TxDOT/MPO/Grants (Need Creative Funding Ideas)</li> <li>Plans in Place (Comp Plan, Others In-Progress)</li> <li>Plans Being Started &amp; Continued to Evolve</li> </ul>

Figure 4: SWOT Trend Analysis - Past, Present, Future with Council responses.

**Past:**

Accomplishments: Council reviewed past successes, including completed infrastructure projects (drainage, road revisions, Cibolo Valley Drive, Dean Road bridge), under-budget CIP finishing, increased property and sales tax revenue, a master plan completion, setting up the CIP, reconstruction projects with various entities, CIP projects, some economic tax base increase, and new business openings.

Setbacks: Council acknowledged past challenges, primarily centered around financial issues (money), TxDOT-related delays (FM1103), projects not starting on time or fully following through (CIP projects), employee performance leadership gaps, difficulties with ordinance updates (UDC), companies locating in Cibolo, economic inflation, a need for a stronger economic development tax base, and CIP delays from deadlines.

**Present:**

Strengths: The council identified current advantages, such as partnerships, a need for more road projects, a CMO looking for funding, strong relationships, the ability to start looking to the future on

roads, newly opened businesses in 2024, increasing commercial revenue, old town commercial development, the city's advantageous location, an AA+ rating, SCUCISD relationships, getting better at goal setting and playing catchup.

Weaknesses: The council recognized current limitations, including old town zoning issues, TxDOT constraints, a short supply of resources, inability to annex new land, EDC updates, road maintenance challenges, difficulty funding hired talent, train crossings, a need to get on the toll road, staffing shortages, leadership not knowing the real culture, outside city hall partnerships for human services (non-profits), a need to think creatively to maximize resources and move forward, and the Nemitz Park & EDC project not progressing.

### **Future:**

Risks (Threats): The council anticipated potential future challenges, including current zoning (multi-family) concerns, the cost of materials/projects/manpower, DOGE eliminating federal jobs, economic issues (people losing jobs, ASW/tariffs), increasing outpacing tax exemptions, new residential development, reputation concerns, the need for utilities on I-10 (both sides), internal conflict persisting, the difficulty of new businesses coming to Cibolo (UDC), not enough funding, legislation passing bills against cities, relationships with other entities, UDC taking too long, and businesses overlooking Cibolo.

Opportunities: The council identified potential future advantages, such as I-10 being favorable for more commercial businesses, plans to help open 50 new businesses this year, FM1103 starting this month, grants becoming available, working on S. Cibolo wastewater to attract growth, a need for nice new neighborhoods between I-10 & FM 78, long-term planning, great relationships with entities, setting up master plans to help get grants, ACM, TxDOT/MPO grants (needing creative funding ideas), plans in place (Comp Plan, others in progress), and plans being started and continued to evolve Cibolo.

### **Plus/Delta Exercise:**

Lastly, the Council participated in a Plus/Delta exercise to solicit feedback on how staff could improve future Strategic Management Workshops. The following feedback was provided on the following page ([Figures 5 & 6](#)):

### PLUS - Questions to Consider

- What worked well today?
- What provided value to help you focus on the future?
- What can we build on?

### PLUS - Example Feedback from Council

- Clear and informative materials were provided.
- Well-organized staff delivered comprehensive information and resources.
- Demonstrated effective time management and focus on tasks.
- Expressed enthusiasm for discussions and work related to roads and parks.
- Showed interest in learning about Lean Processes and Activities.
- Maintained a positive balance with directors (In 2026, include an additional PMP Quarterly Meeting with the City Manager and Department Head).
- Identified SMW as a valuable tool.

Figure 5: The 'Plus' portion of the exercise

### DELTA - Questions to Consider

- What can be done better or differently to help you focus on the future?

### DELTA - Example Feedback from Council

- Continue to minimize scheduling conflicts with other events (e.g., avoid scheduling during Spring Break).
- Establish and confirm the 2026 SMW date by May 2025.
- Incorporate dedicated time and activities for team building.

Figure 6: The 'Delta' portion of the exercise

For more information on all products from the Strategic Management Workshop held on April 5, 2025, please visit the City's website or by [clicking here](#).

# STRATEGIC GOALS



## #1. ECONOMIC DEVELOPMENT

**Guiding Principle:** The City of Cibolo will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of Life.



## #2. INFRASTRUCTURE

**Guiding Principle:** The City of Cibolo will proactively work towards addressing and anticipating both current and future infrastructure needs in all aspects - utilities, roads, transportation, and more.



## #3. PARTNERSHIPS & RELATIONSHIPS

**Guiding Principle:** The City of Cibolo will strive to foster and develop both current and new relationships with community partners, residents, and employees.



## #4. QUALITY OF LIFE

**Guiding Principle:** The City of Cibolo will strive to create and sustain safe and well-kept neighborhoods and parks, while also providing recreational activities for all-ages to create memorable experiences.



## #5. FINANCIAL INTEGRITY

**Guiding Principle:** The City of Cibolo will manage its finances in a transparent, accountable, and responsible manner; building public trust and ensuring that its financial resources are used to the best advantage of its citizens.



## #6. ORGANIZATIONAL EXCELLENCE

**Guiding Principle:** The City of Cibolo will strive to be the best it can be by constantly seeking ways to improve its processes, service delivery, and outcomes to our customers.

# ECONOMIC DEVELOPMENT

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**Initiative 1.1** Institute forward thinking business, land use, development, and public safety strategies to promote community growth and development

**Initiative 1.2** Promote attractive well planned major throughfares

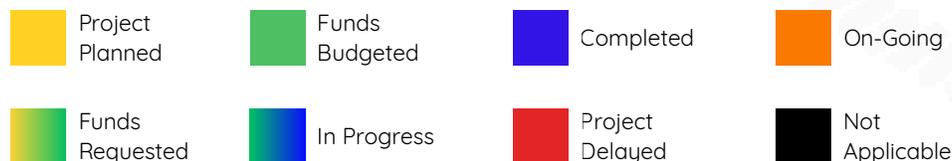
**Initiative 1.3** Aggressive recruitment of targeted industries

**Initiative 1.4** Promote and preserve historic downtown

## Strategic Goal #1

# ECONOMIC DEVELOPMENT

1.1	Institute forward thinking business, land use, development, and public safety strategies to promote community growth and development	'23	'24	'25	'26	'27
1.1.1	Update the Comp Plan's FLUM to reflect a balance Cibolo's tax base to include increased revenue through sales tax	In Progress	Completed	Not Applicable	Not Applicable	Not Applicable
1.1.2	Create a Fiscal Impact Model that is custom tailored to Cibolo to calculate the revenues produced versus cost to serve from a project to understand how land development will contribute to sustaining City's LOS; also to calculate build-out.	Funds Requested	Project Delayed	Project Delayed	Project Planned	Not Applicable
1.1.3	Update FM 78 Corridor Plan	Project Delayed	Project Delayed	Project Delayed	Project Delayed	Project Planned
1.1.4	Achieve 50% revenue increase from sales tax over next 3 years by attracting quality retail businesses	In Progress	In Progress	In Progress	Not Applicable	Not Applicable
1.1.5	Conduct an E.D.C. Strategic Plan	In Progress	Completed	Not Applicable	Not Applicable	Not Applicable
1.1.6	Explore improving access to broadband internet service by engaging local providers	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
1.1.7	Seek grants and assistance to explore options to bring broadband service to parts of city that are in need	Completed	Completed	Not Applicable	Not Applicable	Not Applicable
1.1.8	City Economic Development staff to facilitate with the EDC Board and City Council the development of the first-year work plan (one-year strategy) of the Strategic Economic Development Plan (adopted 7/23/24) and a more refined work plan for next 2-5 years.	Not Applicable	Not Applicable	In Progress	Project Planned	Not Applicable
1.1.9	Align roles of current staffing positions with existing programs and develop a plan on how to grow economic development activities following the recommendations in the Strategic Economic Development Plan (see Pages 7-15 and 7-16) and as identified in the implementation matrix.	Not Applicable	Not Applicable	In Progress	Project Planned	Not Applicable
1.1.10	Evaluate deeper lots along major thoroughfares to identify desirable land development patterns	Not Applicable	Not Applicable	Completed	On-Going	On-Going
1.1.11	In reference to 1.1.10, Ensure landowners are informed of discussions	Not Applicable	Not Applicable	Completed	On-Going	On-Going



1.2	Promote attractive well planned major thoroughfares	'23	'24	'25	'26	'27
1.2.1	Promote growth near I-10 by coordinating with utility providers in the area to plan for adequate infrastructure to support future growth needs	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
1.2.2	Promote growth near I-10 by investing in roadway improvements to support industrial/manufacturing	Completed	In Progress	Completed	On-Going	On-Going
1.2.3	Promote growth near I-10 by designing a Public Safety Facility for fire and police presence	In Progress	Completed	Completed	Not Applicable	Not Applicable
1.2.4	Promote growth near I-10 by constructing a Public Safety Facility for fire and police presence	Not Applicable	Not Applicable	Project Delayed	Project Planned	Not Applicable
1.2.5	Develop an incentive agreement package to assist with development	Not Applicable	In Progress	In Progress	Project Planned	Not Applicable
1.2.6	Update Thoroughfare Plan with FLUM and initiate ROW acquisition/reservations in phases to connect I-10 to FM78	In Progress	Completed	Not Applicable	Not Applicable	Not Applicable

1.3	Aggressive recruitment of targeted industries	'23	'24	'25	'26	'27
1.3.1	Prepare a recruitment plan to bring industry to IH-10; including IT companies	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
1.3.2	Attract the City's first Hotel/Motel by promoting the EDC Property & Cibolo Crossing Sites	In Progress	In Progress	Project Delayed	On-Going	On-Going
1.3.3	Explore a Hospital District and what components would go into establishing one	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
1.3.4	Conduct Retail Study to identify opportunities to attract new retail sectors and strategy to target retailers to attract them to Cibolo	Funds Requested	In Progress	Completed	Not Applicable	Not Applicable
1.3.5	Develop a Retail Recruitment Strategy for FY 23-24 that includes regular outreach to targeted retailers	Not Applicable	In Progress	Completed	Not Applicable	Not Applicable
1.3.6	Create a formalized incentive policy and application	Not Applicable	In Progress	In Progress	Project Planned	Not Applicable

1.4	Promote and preserve historic downtown	'23	'24	'25	'26	'27
1.4.1	Develop a strategy for a safe pedestrian walkway across R.R. downtown by engaging UPRR and TxDOT for right-of-way entry for a public project	In Progress	In Progress	In Progress	Project Planned	Not Applicable
1.4.2	Explore options to enhance the pond near H-E-B; provide options to Council for consideration (and include in Parks and Rec. Master Plan)	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
1.4.3	Create a communications calendar to engage with stakeholders annually; including Cibolo Magazine (newsletter)	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
1.4.4	Create a communications calendar to update Council on ED activities monthly	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
1.4.5	Create "Main Street" program w/ focus on small business growth/support	In Progress	Project Delayed	In Progress	Not Applicable	Not Applicable
1.4.6	Review and present on the Downtown "CORE" Plan	Funds Requested	In Progress	Completed	Not Applicable	Not Applicable
1.4.7	Amend Downtown CORE Plan at Council direction and revise UDC	Funds Requested	In Progress	In Progress	Project Planned	Not Applicable



# INFRASTRUCTURE

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**Initiative 2.1** Be intentional with infrastructure investment to promote economic development, responsible growth, and public safety

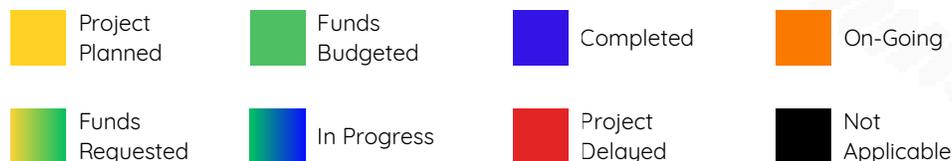
**Initiative 2.2** Gain Control of utility service areas within our growth area

**Initiative 2.3** Execute on the City's funded Capital Improvement Projects

## Strategic Goal #2

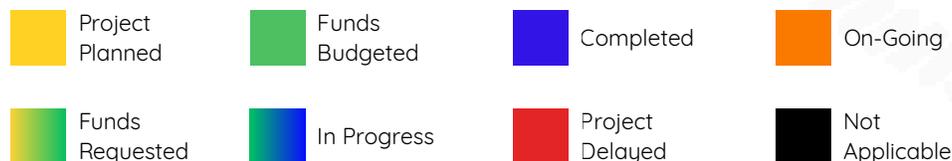
# INFRASTRUCTURE

2.1	Be intentional with infrastructure investment to promote economic development, responsible growth, and public safety	'23	'24	'25	'26	'27
2.1.1	Create a master information technology strategic plan to incorporate in to master plan or as a standalone strategic plan	Not Applicable	In Progress	Completed	Not Applicable	Not Applicable
2.1.2	Create a CIP practice during annual budget process to look at infrastructure coordination over multiple years (2-3)	Completed	In Progress	In Progress	On-Going	On-Going
2.1.3	Create a meeting schedule between City Staff and utility providers to ensure coordination is taking place with development	Completed	In Progress	In Progress	On-Going	On-Going
2.1.4	Reauthorize street maintenance tax in November 2022	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
2.1.5	Continually market benefits of street maintenance tax to the public through various communication channels	Completed	Completed	Completed	On-Going	On-Going
2.1.6	Explore Right-of-Way (ROW) permit program and staff resources required to implement	Project Delayed	Project Delayed	In Progress	Project Planned	Not Applicable
2.1.7	Advocate with Guadalupe County for it to share back the lateral road tax based on the tax revenue generated from Cibolo properties	Completed	Completed	Completed	On-Going	On-Going
2.1.8	Conduct a feasibility study for ambulance service to understand the steps, requirements, and costs associated with implementing a new ambulatory service, including a comparison analysis to cost and level of service of current arrangement with Schertz EMS	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
2.1.9	Present on the City's Pavement Management Plan Report City of Cibolo (dated 6/27/2019) annually during budget workshops	Completed	Completed	Completed	On-Going	On-Going
2.1.10	Hire a consultant to complete an update to the DCM	Not Applicable	Completed	Not Applicable	Not Applicable	Not Applicable
2.1.11	Create a communication plan to promote the Public Safety Facility to ensure citizens understand what is being asked on the November 2024 ballot	Not Applicable	Completed	Not Applicable	Not Applicable	Not Applicable
2.1.12	Create a communication plan to promote the Animal Services Facility to ensure citizens understand what is being asked on the November 2024 ballot	Not Applicable	Completed	Not Applicable	Not Applicable	Not Applicable
2.1.13	Remain active on AAMPO, TAC, & NEP as well as working with County on Lateral Road tax with the goal to improve FM78	Completed	Completed	Completed	On-Going	On-Going
2.1.14	Bring road maintenance funds to at least \$1M annually in 3 years (FY23, FY24, FY25)	In Progress	In Progress	Completed	Not Applicable	Not Applicable
2.1.15	Develop an annual street maintenance program including presentation to Council and RFBs	Completed	Completed	Completed	On-Going	On-Going

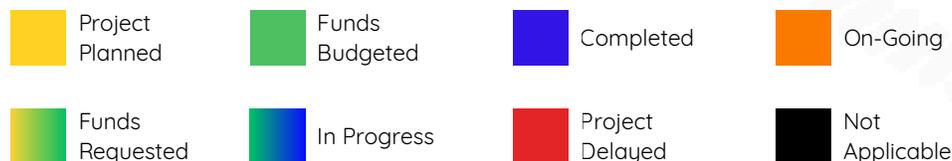


2.1	Be intentional with infrastructure investment to promote economic development, responsible growth, and public safety	'23	'24	'25	'26	'27
2.1.16	City staff to work with San Antonio River Authority as FEMA's Cooperating Technical Partner to obtain latest floodplain mapping to learn of flood risk		In Progress	Project Delayed	Project Planned	
2.1.17	Provide opportunity through public workshops for residents to give input on updated floodplain maps to understand local flooding events and document this data in a local data repository; evaluate local flooding accounts to develop possible solutions to reduce potential risks		Project Delayed	Funds Budgeted		
2.1.18	Fund and conduct a formal Master Drainage Study using local knowledge and resident accounts collected to develop a plan to reduce flood risks.			Project Delayed	Project Planned	

2.2	Gain control of utility service areas within our growth area	'23	'24	'25	'26	'27
2.2.1	Create a quarterly or semi-annual meeting schedule with other utility providers to strengthen partnerships	Completed	Completed	Completed	On-Going	On-Going
2.2.2	Engage GVSUD on wastewater CCN through participation in on-going litigation meetings	Completed	Completed			
2.2.3	Explore CCN for Wastewater	Completed	Completed	In Progress	Project Planned	
2.2.4	Discuss options for dual-certification of CCN – Water and Sewer with GVSUD	Completed	Completed	Completed		
2.2.5	Decide on City's commitment to financially contribute to the CCMA Woman Hollering Creek WWTP by Dec 2023 (FY24 Budget)	Completed	Completed			
2.2.6	Decision on CVLGC water projects. Explore SSLGC partnership on water resources	Completed	In Progress	Funds Budgeted		
2.2.7	Engage GVSUD to build working relationship through recurring meetings with staff presence	Completed	Completed			
2.2.8	Explore options to expand broadband internet service	Completed	Completed	Completed	On-Going	On-Going
2.2.9	Coordinate with broadband providers to locate WCP (5G) facilities	Completed	In Progress	In Progress	On-Going	On-Going
2.2.10	Present options to expand broadband internet service to the City Council	Completed	Completed	Completed	On-Going	On-Going
2.2.11	To remain compliant with TCEQ reserve requirements, develop a plan to replace the Crystal Clear SUD leased water. (741-acre feet)		In Progress	In Progress	Completed	
2.2.12	Continue to work on developing long term water sources and determine if CVLGC will remain as our primary project	Completed	In Progress	In Progress	On-Going	On-Going
2.2.13	As a Public Water System, continue to maintain our system to retain our rating as a Superior Water System and develop adequate water resources to remain in compliance with TCEQ regulations related to water reserve requirements	Completed	Completed	Completed	On-Going	On-Going



2.3	Execute on the City's funded Capital Improvement Projects	'23	'24	'25	'26	'27
2.3.1	12" Water Main - G.V.R Mesa Western to Town Creek Rd (Design)		In Progress	Completed		
2.3.2	12" Water Main - Haeckerville Rd South to Arizpe Rd (Design)		In Progress	Completed	Project Planned	
2.3.3	Sewer Trunk Line Venado L.S. West to Haeckerville Area (Design)		In Progress	Completed	Project Planned	
2.3.4	12" Water Main - Haeckerville Rd - Arizpe to Lower Seguin (Design)		In Progress	Completed	Project Planned	
2.3.5	Dean Rd		Completed			
2.3.6	Bolton Rd		Completed			
2.3.7	5 Other Roads - Design Only		Completed			
2.3.8	Schlather Park - Restrooms		Project Delayed	Project Delayed	Project Planned	
2.3.9	Deer Creek Automatic Low Water Crossing Gates		Project Delayed	Project Delayed	Project Planned	
2.3.10	Lower Seguin Rd		In Progress	Completed		
2.3.11	Loose Equipment - Fire		Completed			
2.3.12	Fire Fleet - Engine/Pumper		Completed			
2.3.13	Fire Fleet - Ladder Truck		Completed			
2.3.14	Public Works Fleet		Completed			
2.3.15	Police Fleet		Completed			
2.3.16	Warbler Woods Preservation		In Progress	Project Delayed	Project Delayed	
2.3.17	15" Wastewater Gravity Main		Completed	Project Delayed	Project Planned	
2.3.18	Fiber to City Facilities		In Progress	Completed		
2.3.19	Animal Services Facility (existing) - Improvements to the office and the kennels			In Progress	Project Planned	
2.3.20	Town Creek Trail Parking Lot (Construction)			Completed		
2.3.21	FM 78 Water Main Extension (Construction)			In Progress	Project Planned	
2.3.22	Deer Creek Drainage Channel Improvements (Construction)			In Progress	Project Planned	
2.3.23	Green Valley Road Low Water Crossing (Construction)			Completed		
2.3.24	Tolle Road (Design and Right-of-Way Acquisition)			In Progress	Project Planned	
2.3.25	Deer Creek, Town Creek, Fire Bird Run, Silver Wing, and two other portions of Green Valley Road (Construction)			In Progress	Project Planned	
2.3.26	Wastewater CCN Infrastructure (Design)			In Progress	Project Planned	



# PARTNERSHIPS & RELATIONSHIPS

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**Initiative 3.1** Build strong connections and relationships with community partners, residents, and employees

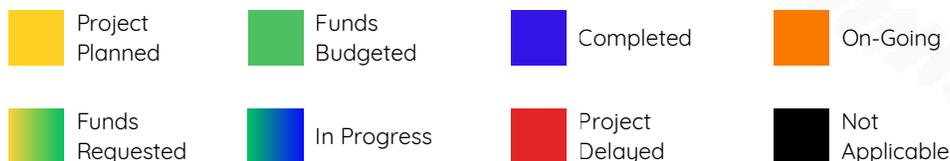
**Initiative 3.2** Lead efforts to advocate for legislations to promote Cibolo's interest

**Initiative 3.3** Be prepared to engage partner agencies when at the table

## Strategic Goal #3

# PARTNERSHIPS & RELATIONSHIPS

3.1	Build strong connections and relationships with community partners, residents, and employees	'23	'24	'25	'26	'27
3.1.1	Create a monthly schedule for developer meetings with staff to share 3-6-month projections to help with demand forecasting	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
3.1.2	Create a communication standard for Council covering existing standards and how they can share that with developers	Project Delayed	Completed	Not Applicable	Not Applicable	Not Applicable
3.1.3	Create a master developers contact list and maintain with updates annually	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
3.1.4	Create and maintain an annual meeting plan for Planning Staff to collaborate/share ideas with other Planning Departments in the area	Funds Requested	Completed	Not Applicable	Not Applicable	Not Applicable
3.1.5	Create and maintain an annual meeting plan with the VFW, VA, and other veteran's group as appropriate	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
3.1.6	Develop a transitional workforce program for local veterans to include training opportunities	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
3.1.7	Create and maintain an annual meeting plan for the Guadalupe County Mayors, Judge, and Commissioners (Pct. 3 & 4) meetings	Completed	Completed	Completed	On-Going	On-Going
3.1.8	Create and maintain an annual meeting plan for Economic Development staff to meet with local/regional development organizations/groups	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
3.1.9	Create and maintain an annual meeting plan to engage local non-profits and religious organizations to increase community participation	Completed	Completed	Completed	On-Going	On-Going
3.1.10	Create and maintain an annual regional calendar that is shared with Council that includes events in other cities nearby	Completed	Completed	Completed	On-Going	On-Going
3.1.11	Create and maintain an annual meeting plan with SCUCISD	Completed	Completed	Completed	On-Going	On-Going
3.1.12	Create and maintain an annual meeting plan for the City Manager to meet with other city managers in our area	Completed	Completed	Completed	On-Going	On-Going
3.1.13	Create and maintain an annual meeting plan for the City Manager to meet with our local Chambers of Commerce	Completed	Completed	Completed	On-Going	On-Going
3.1.14	Create and maintain an annual meeting plan for the City Manager and appropriate staff to meet with utility providers that service Cibolo	Completed	Completed	Completed	On-Going	On-Going



3.1	Build strong connections and relationships with community partners, residents, and employees	'23	'24	'25	'26	'27
3.1.15	Create and maintain a current HOA contact list to host annual town halls with topics important to HOAs	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
3.1.16	Create and maintain an annual meeting plan with State Reps and other state-level organizations/groups	Completed	Completed	Completed	On-Going	On-Going
3.1.17	Implement a college-level internship program annually	Completed	Project Delayed	Project Delayed	On-Going	On-Going
3.1.18	Host an annual Volunteer recognition event to celebrate our citizens that serve on a volunteer body	Completed	Completed	Completed	On-Going	On-Going
3.1.19	Implement a City Manager's recognition program to recognize employees on-the-spot	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
3.1.20	Create and maintain an annual Years of Service recognition program for employees	Completed	Completed	Completed	On-Going	On-Going
3.1.20	Host an annual recognition/appreciation event for all employees	Completed	Completed	Completed	On-Going	On-Going

3.2	Lead efforts to advocate for legislation that promotes Cibolo's interests	'23	'24	'25	'26	'27
3.2.1	Create and maintain a list of staff members that can serve as support staff for Council; review annually	Completed	Completed	Completed	On-Going	On-Going
3.2.2	Create and maintain an annual action plan for TML items in the coming year to share with Council and staff	Completed	Completed	Completed	On-Going	On-Going
3.2.3	City Attorney is required to provide an annual update regarding new laws that impact municipal authority for development	Completed	Completed	Project Delayed	On-Going	On-Going

3.3	Be prepared to engage partner agencies when at the table	'23	'24	'25	'26	'27
3.3.1	Explore a County/City joint facility off of IH-10, e.g. Fire Station #4 and Police Annex	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
3.3.2	Apply for grants to seek funding for new public safety facilities and other city facilities	Completed	Completed	Funds Requested	On-Going	On-Going
3.3.3	Explore/Develop an appropriate method of communication with developers building in non-annexed areas to encourage annexation annually	Not Applicable	Completed	Not Applicable	Not Applicable	Not Applicable
3.3.4	Create a communication plan to engage with neighboring cities to coordinate/cooperate on infrastructure projects and events	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
3.3.5	Engage the County on reallocating lateral-road tax revenue to consider road improvements within the City and the ETJ	Completed	Completed	Completed	On-Going	On-Going



# QUALITY OF LIFE

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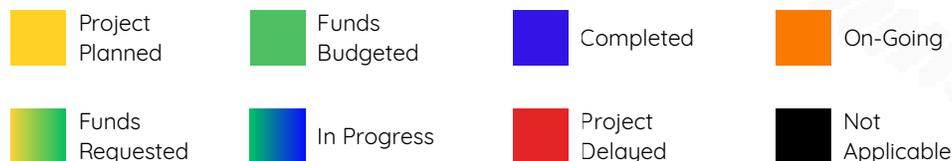
- Initiative 4.1** Promote active lifestyles for all ages by providing opportunities to recreate
- Initiative 4.2** Create and sustain safe and well-kept neighborhoods that residents love to call home
- Initiative 4.3** Support youth activities
- Initiative 4.4** Provide unique outdoor experiences “Memorable experiences”
- Initiative 4.5** Update the Parks & Recreation Master Plan

## Strategic Goal #4

# QUALITY OF LIFE

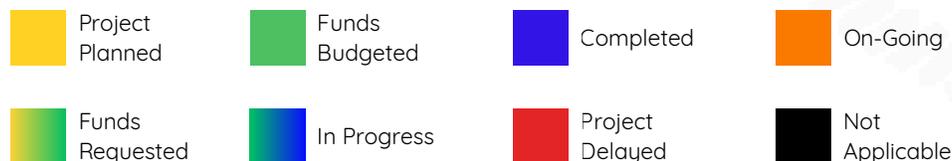
4.1	Promote active lifestyles for all ages by providing opportunities to recreate	'23	'24	'25	'26	'27
4.1.1	Explore development of new sports fields for events by conducting a feasibility study to identify resources and impact for the City					
4.1.2	Develop a trail system that connects neighborhoods and commercial areas					
4.1.3	Explore the possibility of utility easements for hike and bike trail connectivity throughout the City					
4.1.4	Develop a Grants Program Master Plan to identify funding opportunities that support the development of parks/trail systems					
4.1.5	Explore personnel policies that can support work-life balance and compare to other local comparable agencies					
4.1.6	Explore incorporating designs and costs for on-street shared use paths to be considered in future Thoroughfare Master Plan updates					
4.1.7	Recruit bike friendly companies					
4.1.8	Develop marketing initiatives that strengthen the image of Cibolo being a "City of Choice" in relation to recreation opportunities					
4.1.9	Ensure all current/new public facilities comply with ADA requirements to create a safe and fair environment for the public					
4.1.10	Monitor the utilization of the existing Senior Program and provide annual updates to Council with a presentation					
4.1.11	Explore opportunities to provide a larger facility					
4.1.12	Adopt/Update City standards for public park improvements and minimum amenities					

4.2	Create and sustain safe and well-kept neighborhoods that residents love to call home	'23	'24	'25	'26	'27
4.2.1	Create a 'Quality Development Standards' document that can be shared with all developers to help communicate the City's vision					
4.2.2	Increase shifts from four (4) patrol offices plus sergeant to (5) patrols officers plus sergeant to provide extra coverage for neighborhoods					



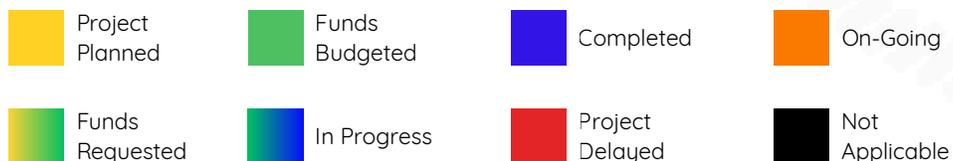
4.2	Create and sustain safe and well-kept neighborhoods that residents love to call home	'23	'24	'25	'26	'27
4.2.3	Promote/Encourage the creation of Neighborhood Watch Programs through educational presentations	Completed	Completed	Not Applicable	Not Applicable	Not Applicable
4.2.4	Evaluate park impact fees for park dedication fee changed to developer in lieu of land dedication	Not Applicable	Project Delayed	Project Delayed	Project Planned	Not Applicable
4.2.5	Create a schedule to update, maintain and enhance GIS products posted on City website (such as the Current Developments Map)	Completed	Completed	Completed	On-Going	On-Going
4.2.6	Conduct annual sidewalk inventory and create a funding plan that prioritizes repairs and filling gaps	Project Delayed	In Progress	In Progress	On-Going	On-Going
4.2.7	Increase promotion of SeeClickFix for citizens to help build better relationships with quality City-to-citizen service delivery times	Completed	Completed	Completed	On-Going	On-Going
4.2.8	Develop a neighborhood parks range of features so that as local parks develop, the features complement, rather than duplicate one another	Completed	Project Delayed	In Progress	On-Going	On-Going
4.2.9	Conduct a study on City's Fire ISO and identify recommendations on how to improve Fire ISO	Not Applicable	In Progress	Completed	Not Applicable	Not Applicable

4.3	Support youth activities	'23	'24	'25	'26	'27
4.3.1	Promote a youth sports association by engaging local groups to evaluate interest and incorporate findings into the P&R Master Plan	Completed	Project Delayed	In Progress	Project Planned	Not Applicable
4.3.2	Exploring funding for Phase II of the Youth Sports Complex	Not Applicable	Project Delayed	In Progress	Project Planned	Not Applicable
4.3.3	Provide Council with a semi-annual report on field usage by YMCA	Completed	Completed	Project Delayed	On-Going	On-Going
4.3.4	Schedule an annual presentation from the YMCA to Council	Completed	Completed	Project Delayed	On-Going	On-Going
4.3.5	Track usage of playing fields in City Parks and MEC and report on an annual basis and identify best practices that are supporting the aim to maximize use of city parks	Completed	Project Delayed	Project Delayed	On-Going	On-Going
4.3.6	Make online parks reservation portal available to customers on the new website	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
4.3.7	Execute agreement with Relentless Sports for multi-year arrangement for the use of the Multi-Event Center	Not Applicable	Project Delayed	Project Delayed	Project Planned	Not Applicable



4.4	Provide unique outdoor experiences - “Memorable Experiences”	‘23	‘24	‘25	‘26	‘27
4.4.1	Update Downtown Master Plan to create clear vision for the heart and soul of our community					
4.4.2	Continue Cibolo Summer Nights, Market Days, Holiday Parade, Cibolofest and other complementary special events on an annual basis					
4.4.3	Explore acquisition of Warbler Woods property for park land and preservation of the nature preserve in partnership with Green Space Alliance and the property owner					
4.4.4	Design and construct Council identified improvements in existing city parks per 5-year CIP					
4.4.5	Complete design and initiate construction of the Town Creek Trail from FM 1103 to the Community Center					

4.5	Update the Parks & Recreation Master Plan	‘23	‘24	‘25	‘26	‘27
4.5.1	Update the Parks & Recreation (P&R) Master Plan to include the linear park/trail system					
4.5.2	Identify and explore current/new recreation trends and consider updating the P&R Master Plan to include findings					
4.5.3	Update the Thoroughfare Master Plan for on-street bike lanes while coordinating with the P&R Master Plan when funding is available					



# FINANCIAL INTEGRITY

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**Initiative 5.1** Foster fiscal health through disciplined long-term planning, cost control, efficiency, increased revenue, & innovative funding solutions

**Initiative 5.2** Develop 5-Year Forecasts and maintain CIP funding sources

**Initiative 5.3** Develop Financing strategies aligned with customer service delivery expectations

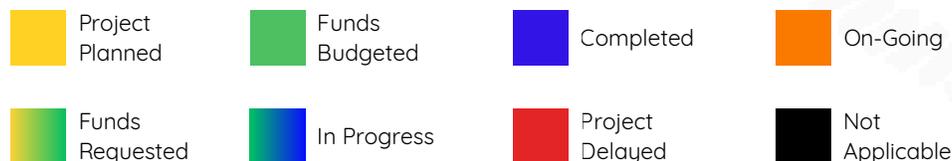
**Initiative 5.4** Implement Procurement Functions

## Strategic Goal #5

# FINANCIAL INTEGRITY

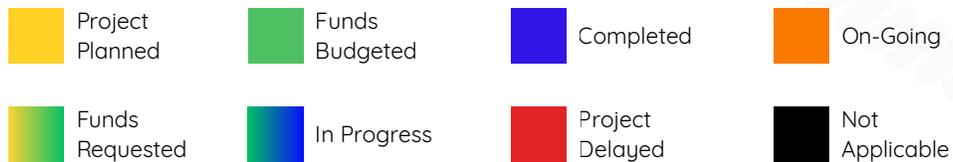
5.1	Foster fiscal health through disciplined long-term planning, cost control, efficiency, transparency, increased revenue, & innovative funding solutions	'23	'24	'25	'26	'27
5.1.1	Ensure a balanced budget is achieved through the annual budget process by managing expenses within revenues	Completed	Completed	Completed	On-Going	On-Going
5.1.2	Create city facility master plan to provide long term facility needs as City grows and maintain annually	Not Applicable	In Progress	In Progress	On-Going	On-Going
5.1.3	Collect quotes for a new contract for printed newsletter	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
5.1.4	Implement fiscal transparency tool included with Open Gov	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
5.1.5	Achieve TX state comptroller awards for transparency annually	Completed	Completed	Completed	On-Going	On-Going
5.1.6	Utilize PEG Funds and create production studio and PEG channel	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
5.1.7	Maintain market pay to be competitive in workforce to attract and retain top talent	Completed	In Progress	In Progress	On-Going	On-Going
5.1.8	Annually review official City financial policies	Completed	Completed	Completed	On-Going	On-Going
5.1.9	Provide total rewards statement to every employee on annual basis	Project Delayed	In Progress	In Progress	On-Going	On-Going

5.2	Develop 5-Year Forecasts and maintain CIP funding sources	'23	'24	'25	'26	'27
5.2.1	Develop a 5-year financial plan and update annually during the budget process	Funds Requested	Project Delayed	Completed	On-Going	On-Going
5.2.2	Develop 5-year CIP projections and update annually during the budget process	Completed	Completed	Completed	On-Going	On-Going
5.2.3	Provide a CIP scope of work, timeline, and outcomes to Council Subcommittee as required	Completed	Completed	Completed	On-Going	On-Going
5.2.4	Strengthen CIP by creating procurement templates, dashboard, master schedule, and communication of future projects forms and contracts, and ensure timely execution from time of funding and update annually as needed	Completed	Completed	Completed	On-Going	On-Going
5.2.5	Complete project development, including costs, before bonds are issued	Completed	Completed	Completed	On-Going	On-Going
5.2.6	Initiate Capital Improvement Projects within 12 months of debt issuance	Completed	Completed	Completed	On-Going	On-Going



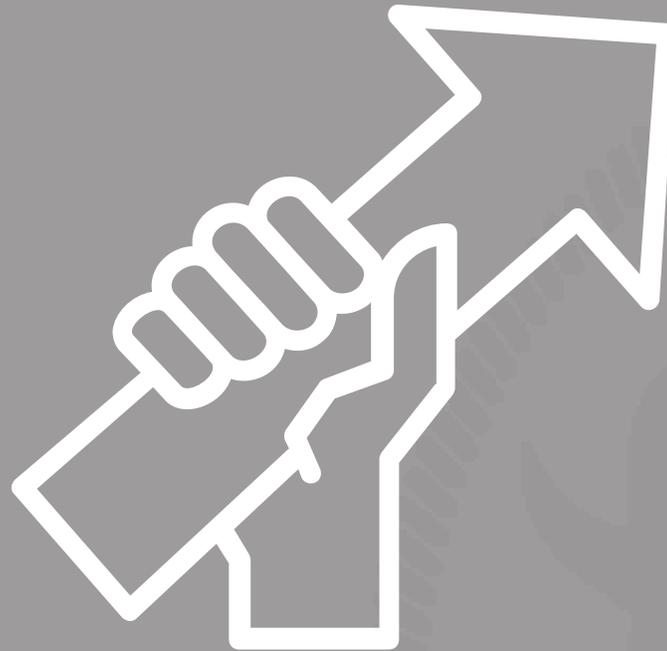
5.3	Develop financing strategies aligned with customer service delivery expectations	'23	'24	'25	'26	'27
5.3.1	Update All Impact Fee Studies		Red	Red	Yellow	
5.3.2	Address sales tax base - sales tax audit		Red	Red	Yellow	
5.3.3	Develop a sustainable and equitable Water Rate		Blue			
5.3.4	Develop a sustainable and equitable Wastewater Rate		Blue			
5.3.5	Evaluate and Develop Capital Replacement Funding (Vehicles/Equipment, Facilities, Infrastructure)		Blue			

5.4	Develop and implement improved internal policies and procedures	'23	'24	'25	'26	'27
5.4.1	Hire Procurement Specialist	Blue				
5.4.2	Establish Procurement Policy to include purchases, credit card purchases, employee reimbursables, etc.	Blue	Blue			
5.4.3	Implement Purchase Order Process in OpenGov and create Citywide SOP		Blue	Blue		
5.4.4	Formalize process for contracts execution and compliance	Blue	Blue			



# OPERATIONAL EXCELLENCE

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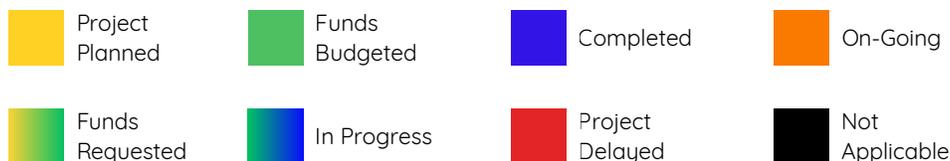


- Initiative 6.1** Govern openly to build and sustain trust through citizen inclusion and involvement
- Initiative 6.2** Cibolo communicates its goals, successes, and challenges to the community and serves as a leader and champion for the community
- Initiative 6.3** High quality services are responsive to citizens' needs, readily accessible, courteously delivered, and professionally managed
- Initiative 6.4** Commitment to the pursuit of continuous improvement for the benefit of the organization and the community we serve

## Strategic Goal #6

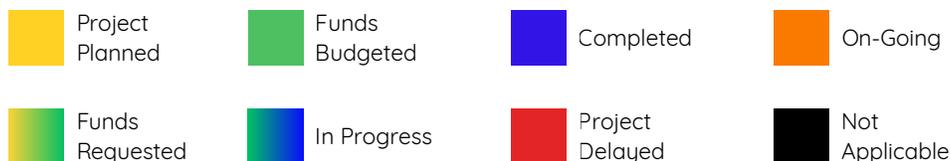
# OPERATIONAL EXCELLENCE

6.1	Govern openly to build and sustain trust through citizen inclusion and involvement	'23	'24	'25	'26	'27
6.1.1	Create an annual UDC work program using UDC Advisory, P&Z, and Council direction on Committee	In Progress	In Progress	In Progress	Project Planned	Not Applicable
6.1.2	Update Comprehensive Plan	In Progress	Completed	Not Applicable	Not Applicable	Not Applicable
6.1.3	Update Parks and Recreation Master Plan after Comprehensive Plan	Not Applicable	Project Delayed	Project Delayed	Project Planned	Not Applicable
6.1.4	Update UDC after Comprehensive Plan	Not Applicable	In Progress	In Progress	Project Planned	Not Applicable
6.1.5	Update the DCM	Not Applicable	In Progress	Completed	Not Applicable	Not Applicable
6.1.6	Fund Update Water/Wastewater Master Plan after City resolves litigation with GVSUD	Not Applicable	In Progress	In Progress	Project Planned	Not Applicable
6.1.7	Update the Pavement Management Plan Report from June 2019	Not Applicable	In Progress	In Progress	Project Planned	Not Applicable
6.1.8	Continue CIP Staff Committee to coordinate on project development and management	Completed	Completed	Completed	On-Going	On-Going
6.1.9	Provide calendar of community engagement opportunities on City Website	Completed	Completed	Completed	On-Going	On-Going
6.1.10	Implement a Public Input survey for citizen engagement	Completed	Completed	Not Applicable	Not Applicable	Not Applicable
6.1.11	Ensure that there is a requirement in RFP or RFBs for CIP projects to include renderings	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
6.1.12	Have developers and builders provide renderings for development projects	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
6.1.13	Enhance GIS products and maps on City Website	Completed	Completed	Not Applicable	Not Applicable	Not Applicable
6.1.14	Implement new website (Revize) and survey tools to provide greater accessibility for citizens to provide feedback	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
6.1.15	Conduct in-person Town Hall meetings twice annually and test virtual town halls	Completed	Completed	Completed	On-Going	On-Going
6.1.16	Annually review official City personnel policies	Completed	Project Delayed	In Progress	On-Going	On-Going



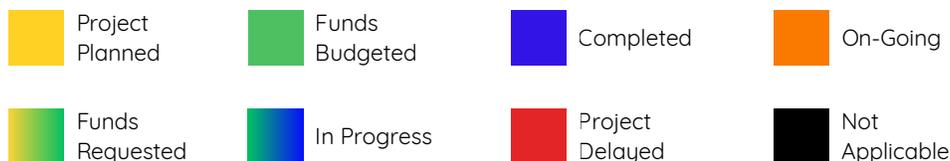
6.2	Cibolo communicates its goals, successes, and challenges to the community and serves as a leader and champion for the community	'23	'24	'25	'26	'27
6.2.1	Create digital newsletter content calendar	Completed	Completed	Not Applicable	Not Applicable	Not Applicable
6.2.2	Create annual EDC report	Completed	Completed	Completed	On-Going	On-Going
6.2.3	Conduct townhall meetings with opportunities for Utilize Public Input tool through digital options (such as the City's website)	Completed	Completed	Completed	On-Going	On-Going
6.2.4	Utilize Everbridge option for Town Hall notice to Citizens	Not Applicable	In Progress	Completed	Not Applicable	Not Applicable
6.2.5	Hold Town Hall meetings with elected officials	Completed	In Progress	In Progress	On-Going	On-Going
6.2.6	Create a "Council Action" recap video series for citizens by the Mayor	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
6.2.7	Continue posting after Council presentations, proclamations, service awards, etc...	Completed	Completed	Completed	On-Going	On-Going
6.2.8	Develop videos of Public Works staff completing projects	Completed	Completed	Completed	On-Going	On-Going

6.3	High quality services are responsive to citizens' needs, readily accessible, courteously delivered, and professionally managed	'23	'24	'25	'26	'27
6.3.1	Provide Bond and CIP updates to the public with a dedicated webpage, social media blasts and newsletter articles	Completed	Completed	Completed	On-Going	On-Going
6.3.2	Re-establish Council Orientations and ensure there is representation from all departments	Completed	Completed	Completed	On-Going	On-Going
6.3.3	Create and maintain all committee orientations	Completed	Completed	Completed	On-Going	On-Going
6.3.4	Maintain existing GIS Development map and website, add CIP tracker	Completed	Completed	Completed	On-Going	On-Going
6.3.5	Mandatory staff training on SeeClickFix for each department	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
6.3.6	Increase video presence on new website and social media accounts	Completed	Completed	Completed	On-Going	On-Going
6.3.7	Continue to execute Organizational Excellence through Vision Inspired, Mission Focused, Values Driven, and Performance Based strategy Hire, retain, and develop top talent and hold employees accountable to the Departmental Business Plans	Completed	Completed	Completed	On-Going	On-Going
6.3.8	Implement a performance management program built off of department/service area missions and strategic goals	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
6.3.9	Revamp recruiting process to reduce vacancy times and employee turnover	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
6.3.10	Conduct staffing analysis to determine LOS to meet Council and community expectations	Not Applicable	Project Delayed	Project Delayed	Project Planned	Not Applicable
6.3.11	Revamp Building Services Department	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable

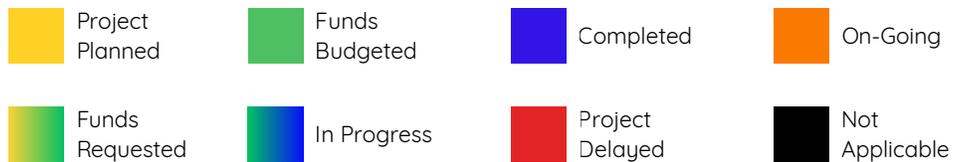


6.3	High quality services are responsive to citizens' needs, readily accessible, courteously delivered, and professionally managed	'23	'24	'25	'26	'27
6.3.12	Explore telecommuting & flex work policy by presenting a proposed policy and management structure to Council	Completed	Not Applicable	Not Applicable	Not Applicable	Not Applicable
6.3.13	Collect data regularly over the telework policy and make routine presentations to Council	Not Applicable	Completed	Completed	On-Going	On-Going

6.4	Commitment to the pursuit of continuous improvement for the benefit of the organization and the community we serve	'23	'24	'25	'26	'27
6.4.1	(Building Inspections) Develop and implement the 'Codes and Coffee' program to foster communication and collaboration between contractors, developers, and Building Department staff to address process questions, permit software issues, and code-related queries	Not Applicable	Completed	Not Applicable	Not Applicable	Not Applicable
6.4.2	(City Manager's Office) Implement a development and policy review committee (DPRC) to provide a forum for technical staff to meet with executive leadership early in the process of developing policies, processes, initiatives, and development to enhance communication, improve execution, better coordination, and ensure alignment with the Council Strategic Plan	Not Applicable	Completed	Not Applicable	Not Applicable	Not Applicable
6.4.3	(City Secretary's Office) Develop and implement a shared digital calendar for the Multi Event Center that communicates upcoming reservations with the appropriate members of staff, while also communicating up-to-date availability to potential interested parties of the public	Not Applicable	Completed	Not Applicable	Not Applicable	Not Applicable
6.4.4	(Economic Development) Develop and implement a digital application process for the Economic Development Corporation's Business Improvement Grant	Not Applicable	Completed	Not Applicable	Not Applicable	Not Applicable
6.4.5	(Finance) Develop and implement a digital workflow through OpenGov to improve the approval process of Accounts Payable items and contracts resulting in a reduced processing time	Not Applicable	Funds Requested	Funds Budgeted	Project Planned	Not Applicable
6.4.6	(Fire) Work towards reducing response times to emergency calls to improve the chances of saving lives and property of our community and the surrounding areas	Not Applicable	Completed	Not Applicable	Not Applicable	Not Applicable
6.4.7	(Information Services) Lower the average wait time of IT service request tickets to improve customer service delivery by researching new external programs and what options are available with the current software	Not Applicable	Funds Requested	Funds Budgeted	Project Planned	Not Applicable
6.4.8	(Communications) Enhance stakeholder engagement and brand reputation through integrated multichannel communication and increased public transparency on social media	Not Applicable	Completed	Not Applicable	Not Applicable	Not Applicable
6.4.9	(People & Performance) Using ADP's talent acquisition software, develop and implement a recruitment workflow to hire top candidates seamlessly, while maximizing recruiting efficiency and decreasing time-to-hire waiting periods.	Not Applicable	Completed	Not Applicable	Not Applicable	Not Applicable



6.4	Commitment to the pursuit of continuous improvement for the benefit of the organization and the community we serve - One project per service area each fiscal year	'23	'24	'25	'26	'27
6.4.10	(Performance Management Program) Through the use of Lean Process Improvement training opportunities and workshops, work with at least six (6) service areas to improve one (1) of their processes and document the results		In Progress	In Progress	Project Planned	
6.4.11	(Planning) Develop and implement a redesigned pre-development process to improve on customer service delivery		Completed			
6.4.12	(Police) Enhance the reporting on police activity in the community and office performance within the organization by researching record management software that will reduce customer waiting times, optimize staff time, and provide more transparency to the public		In Progress	In Progress	Project Planned	
6.4.13	(Public Works) Develop and implement a new digital workflow for SeeClickFix to better address citizen concerns in a more timely and consistent manner		In Progress	In Progress	Project Planned	





# FY2026 – FY2027 STRATEGIC PLAN & ANNUAL REPORT

Wayne Reed, City Manager, ICMA-CM  
Dustin Morris, Senior HR Business Partner

January 13, 2026

**VISION INSPIRED, MISSION FOCUSED, VALUES DRIVEN, & PERFORMANCE BASED**



## OVERVIEW

- Questions for Council Consideration
- Importance of Strategic Planning
  - 04/05/2025 Strategic Management Workshop
- FY2025 Action Breakdown & Progress
- FY2025 Draft Annual Report
- FY2026 – FY2027 Strategic Plan



## QUESTIONS FOR COUNCIL CONSIDERATION

1. **Does Council have any comments about the FY2025 Annual Report?**
2. **What comments and questions does Council have about the FY2026 – FY2027 Strategic Plan?**

**Following Council's approval at a future meeting,** City staff will publish both documents on the City's website under Council's page to increase public transparency and awareness.



## IMPORTANCE OF STRATEGIC PLANNING

- It helps reinforce Council's Vision, Strategies, and Goals.
- It helps with responding to, and taking advantage of, the constantly changing environment to ensure Cibolo moves the needle towards its aspiration, its **VISION**.
- Allows staff to focus energy and resources across the year to implement **ACTIONS**.
- It is a way to foster positive, productive, and professional working relationships between City Council members and City Staff leadership.
- It helps shape and guide what an organization **is**, **who** it serves, **what** it does, and **why** it does certain activities...**FOCUS ON THE FUTURE**.



# IMPORTANCE OF STRATEGIC PLANNING

*From the 04/05/2025 Strategic Management Workshop*

## **“What is the purpose of a Strategic Plan?”**

- It shapes and guides what an organization is, who it serves, what it does, and why it does certain activities...focus on the future.
- It is an organizational management activity that helps identify Council’s priorities and aligns them with the budget process.
- It allows Staff to focus energy and resources across the year to implement the identified ACTIONS.
- It prepares the organization for the future and sets expectations on the outcomes.
- **It is the Guiding North Star, providing stability and more certainty in the face of challenges (elections, state laws, staff, economy, etc.).**



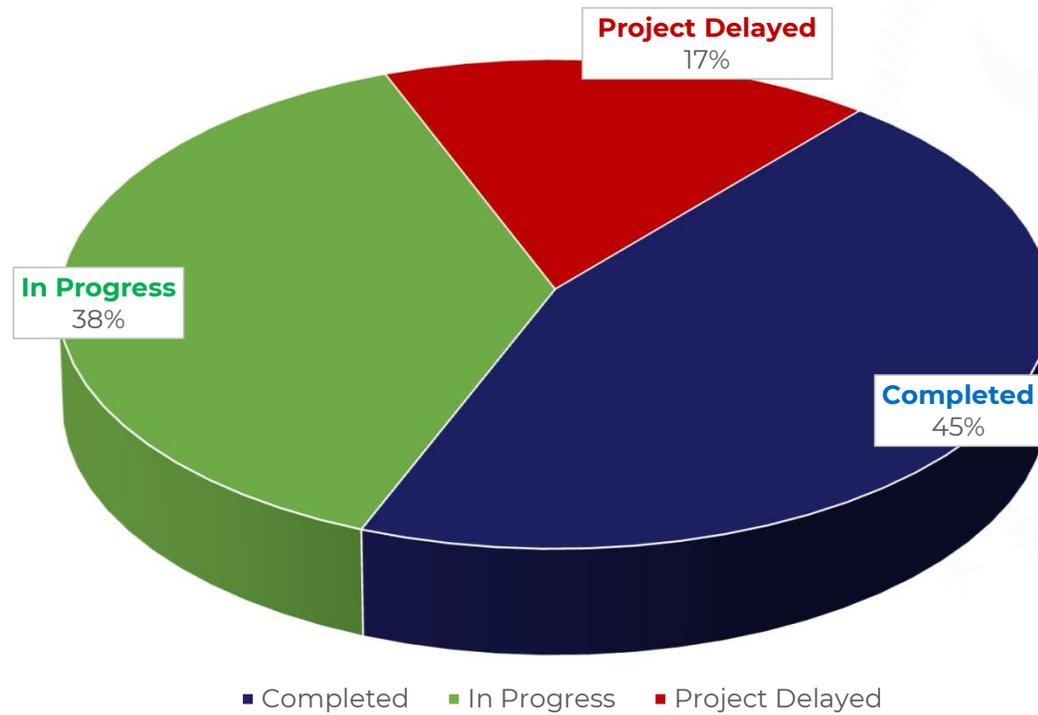
# FY2025 ACTION ITEMS

	 Economic Development	 Infrastructure	 Partnerships & Relationships	 Quality of Life	 Financial Integrity	 Organizational Excellence
Strategic Initiatives	4	3	3	5	4	4
Goals in FY25	19	41	18	26	15	29



# FY2025 ACTION BREAKDOWN & PROGRESS

FY2025	Completed	In Progress	Project Delayed
147 Total	66	56	25





# FY2025 DRAFT ANNUAL REPORT

City of Cibolo, Texas

## FY2025 ANNUAL REPORT



**AWARD WINNING**

*The Cibolo City Council's Vision is...*

*"A community that is proud of our historic roots, responsive to residents, and innovating for our future."*

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**CONNECT WITH US**

[www.cibolotx.gov](http://www.cibolotx.gov)  
(210) 698-9900  
200 S Main St, Cibolo, TX 78108

**ABOUT THIS REPORT**

Strategic Plan Originally Approved by City Council on September 13, 2022  
Council revised the Number of Core Strategies from 5 to 6 on May 23, 2023  
Annual Report published on December XX, 2025

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*Vision Inspired, Mission Focused, Values Driven, and Performance Based*

- Provided in Council's packet
- Current product is in **draft** form
- Staff is requesting feedback from Council, if any, prior to bringing the **final** product back for approval after this meeting
- Status updates were provided by the Executive Team allowing them to 'Tell Their Stories'
- This report partners with the Strategic Plan



# FY2026 – FY2027 STRATEGIC PLAN

City of Cibolo, Texas

## FY23-27 STRATEGIC PLAN

Revised for FY26-FY27



**AWARD WINNING**

*The Cibolo City Council's Vision is...*

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---

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**ABOUT THIS PLAN**

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Council revised the Number of Core Strategies from 5 to 6 on May 23, 2025  
FY25-27 Strategic Plan Update published on December 30, 2025

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*Vision Inspired, Mission Focused, Values Driven, and Performance Based*

- Provided in Council's packet
- Current product is in **draft** form
- Staff is requesting feedback from Council, if any, prior to bringing the **final** product back for approval after this meeting
- Plan currently lists remaining actions from the previous year's plans
- This report partners with the Annual Report



## QUESTIONS FOR COUNCIL CONSIDERATION

1. **Does Council have any comments about the FY2025 Annual Report?**
2. **What comments and questions does Council have about the FY2026 – FY2027 Strategic Plan?**

**Following Council's approval at a future meeting,** City staff will publish both documents on the City's website under Council's page to increase public transparency and awareness.



City Council Regular Meeting Staff Report

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I. Discussion/Action on the review and confirmation of all upcoming meetings, special meetings and workshops and scheduling the time, date and place of additional meetings, special meetings or workshops. (Ms. Cimics)

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:30 PM	Discussion/Action Item: 12I.
From	
Peggy Cimics, City Secretary	

**PRIOR CITY COUNCIL ACTION:**

N/A

**BACKGROUND:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FINANCIAL IMPACT:**

N/A

**MOTION(S):**

N/A

**Attachments**

[Jan.Feb 2026.pdf](#)

# January



2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				City Offices Closed 1 	2	3
4	5 Youth Council 6:30pm	6	7 Parks Meeting 6:30pm	8 NEP Luncheon 11:30am Historic Committee 6:30pm	9	10
11	12 Old Town Committee Meeting 6:30pm	13 Council Special Meeting 5pm Council Meeting 6:30pm	14 Municipal Court P&Z Meeting 6:30pm	15 EDC Meeting 6:30pm	16	17
18	19 City Offices Closed 	20 Chamber Luncheon 11:15am	21	22 CIAC Meeting 6:30pm	23	24
25	26	27 Council Meeting 6:30pm	28 Municipal Court	29	30	31

# February



2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 Parks Meeting 6:30pm	5 BOA Meeting 6:30pm Youth Council 6:30pm	6	7
8	9	10 Council Meeting 6:30pm	11 Municipal Court P&Z Meeting 6:30pm	12 NEP Luncheon 11:30am Historic Meeting 6:30pm	13	14
15	16 City Offices Closed 	17 Chamber Luncheon 11:15am	18	19 EDC Meeting 6:30pm	20	21
22	23	24 Council Meeting 6:30pm	25 Municipal Court	26	27	28