



City Council/Planning & Zoning Workshop

Tuesday, June 9, 2026, 5:15 PM

Est. Duration: 5 min

Council Chambers

200 S. Main St.

Cibolo, Texas 78108

1. Call to Order

2. Roll Call and Excused Absences

3. Discussion/Action

- 3.A. Discussion/Direction on Negotiations with Mosaic Land Development, LLC, on Proposed Development located in the City of Cibolo's ETJ, including terms related to a Development Agreement. (Wayne Reed)

4. Adjournment

This Notice of Meeting is posted pursuant to the Texas Government Code 551.041 - .043 on the front bulletin board of the Cibolo Municipal Building, 200 South Main Street, Cibolo, Texas which is a place readily accessible to the public at all times and that said notice was posted on

Valerie A. Chapman, 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.

Name and Title

Date Posted: June 3, 2026 02:43 pm



City Council/Planning & Zoning Commission Workshop Staff Report

A. Discussion/Direction on Negotiations with Mosaic Land Development, LLC, on Proposed Development located in the City of Cibolo's ETJ, including terms related to a Development Agreement. (Wayne Reed)

Meeting	Agenda Group
Tuesday, June 9, 2026, 5:15 PM	Discussion/Action Item: 3A.
From	
Wayne Reed, City Manager	

PRIOR CITY COUNCIL ACTION:

February 24, 2026... City Council held a workshop and discussed the proposed Strategic Partnership Agreement. Due to time limitations, the City Council was not able to discuss the proposed terms for a Development Agreement.

March 10, 2026... City Council held a second workshop on the topic and discussed the proposed Development Agreement. Due to time limitations, the City Council had to conclude the workshop and agreed to continue the discussion at another workshop on March 24th.

March 24, 2026... City Council held a third workshop, which was a joint workshop with the Planning and Zoning Commission on the topic and discussed the proposed Development Agreement. Due to time limitations, the City Council and the Planning and Zoning Commission had to conclude the workshop and agreed to continue the discussion at another workshop on April 2nd.

April 2, 2026... City Council held a fourth workshop, which was a joint workshop with the Planning and Zoning Commission on the topic and discussed the proposed Development Agreement. This workshop allowed for an exchange about the proposed terms and the land plans. Due to time limitations, the City Council and the Planning and Zoning Commission had to conclude the workshop.

BACKGROUND:

City staff is seeking the following Council feedback and direction:

What is the City Council's direction on the revised and updated terms for a Development Agreement?

- Haeckerville Tract
- Schmoekel Tract

Mosaic Land Development, LLC, is proposing the Bolton Road Municipal Utility District (MUD) of Guadalupe County to support new residential subdivisions (see attached Land Plans). The project contains roughly 294 acres across 2 tracts located in the City's ETJ with 1,382 single-family lots (see Land Plans). Based on the City of Cibolo's average household size of 3.2 persons per household (U.S. Census, 2020), the estimated population in this district will be approximately 4,442 residents upon build-out. The Developer expects 40 to 60 homes per year, per project or a total of 80 to 120 homes per year when both projects are building homes:

- Haeckerville Tract 192 +/- acres with 828 SF lots located in the City of Cibolo's new wastewater CCN and GVSUD's and water CCN; and
- Schmoekel Tract 101.5 acres with 554 SF lots (front loaded) located in GVSUD's wastewater CCN and water CCN

Master Land Plan (Date)	Haeckerville Total Lots	Schmoekel Total Lots	Combined Total Lots
Oct. 2025	815	563	1, 378
April 2026	828	554	1,382

Development Agreement. The Texas Local Government Code Section 212.172(b) (Development Agreement) provides the governing body of a municipality may make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality to:

1. Guarantee the continuation of the extraterritorial status of the land and its immunity from annexation by the municipality;
2. Extend the municipality's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized;
3. Authorize enforcement by the municipality of certain municipal land use and development regulations in the same manner the regulations are enforced within the municipality's boundaries;
4. Authorize enforcement by the municipality of land use and development regulations other than those that apply within the municipality's boundaries, as may be agreed to by the landowner and the municipality;
5. Provide for infrastructure for the land, including:
 - (A) streets and roads; (B) street and road drainage; (C) land drainage; and (D) water, wastewater, and other utility systems;
6. Authorize enforcement of environmental regulations;
7. Provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties;
8. Specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties; or
9. Include other lawful terms and considerations the parties consider appropriate.

Some of the benefits of Proposed Development Agreement terms are as follows:

- Implementation of Long Range Plans
- Land Plans
- Architectural and Development Standards
- Parks, Amenities, and Community Features
- Foundation Standards and Inspections
- Perimeter Fencing Ownership and Maintenance
- Tree Requirement
- Wastewater Service (per CCNs)
- Solid Waste Services
- Transportation Improvements
- Developer Contribution towards future Public Safety Facility

STAFF RECOMMENDATION:

Development Agreement. Staff supports proceeding with a development agreement to create responsibilities and obligations for both parties to manage future growth and development following the scope of terms outlined in this presentation, including, but not limited to, extending the City's planning authority over the land by providing for a development plan under which certain general uses and development of the land are authorized and authorize enforcement of certain land use and development regulations as contained in the agreement.

FINANCIAL IMPACT:

As proposed, the Bolton Road Municipal Utility District (MUD) of Guadalupe County will remain in the City of Cibolo's ETJ, not inside the city limits. As such, the City will not provide local services, including Police, Public Works, Fire, and other local services offered by the City to properties located inside the city limits. Fire protection may be provided if the City maintains its interlocal government agreement with Guadalupe County or through a mutual aid agreement.

Summary of one-time and recurring fees are shown in the table below. In addition to this revenue, the Developer, will cover the cost to design and extend a wastewater interceptor from the lift station on the Haeckerville tract to the Schmoekel tract; this is a planned master interceptor per the City's South Cibolo Sanitary Sewer master Plan. Costs are to be determined.

Table 1.0 Cibolo Fees (Collected by Cibolo both one-time and recurring)

Item	Revenue	One-time or Recurring
Wastewater Pro-Rata Fee (Cibolo - Haeckerville)	\$3,461,868	One-time
Fire Station Contribution	\$241,850	One-time
Monthly Sewer Fees	\$29,543	Recurring - Monthly
Solid Waste	\$1,627	Recurring - Monthly

Table 2.0 CCMA Impact Fees (Used towards Cibolo's debt payment for South WWTP)

Item	Revenue	One-time or Recurring
Sewer Impact Fee – CCMA (Haeckerville)	\$1,904,000	One-time
Sewer Impact Fee – CCMA (Schmoekel)	\$1,274,200	One-time

- Haeckerville Wastewater. The City will collect pro-rata contributions to its wastewater infrastructure for this tract, which is located in the City's wastewater CCN. The Schmoekel tract is located in GVSUD's wastewater CCN.
 - Pro-rata Fee (One-Time). This subdivision will contribute \$4,858 per residential dwelling unit (or Equivalent Dwelling Unit, EDU) for the proposed 828 single family lots, equaling a total of **\$3,461,868** in wastewater pro-rata fees, plus fees from the amenity center.
 - Monthly Sewer Fee (Recurring). Every Cibolo wastewater customer will be subject to the City's wastewater fees (monthly). The average sewer flat rate is \$35.68 for a Cibolo residence. With a proposed 828 single-family lots on the Haeckerville tract, this means the subdivision will generate **\$29,543** per month when fully developed based on today's sewer rates.
 - CCMA Impact Fee. The current CCMA Impact Fee for the South Wastewater Treatment Plant (WWTP) is \$2,300 per EDU. With a proposed 828 single-family lots on the Haeckerville tract, this means the development will pay **\$1,904,000** in fees, which will be used by CCMA towards debt associated with this plant.
- Schmoekel Wastewater. This subdivision with 554 SF lots is located in GVSUD's CCN. As such, GVSUD may request to use its treatment capacity and transport capacity per the City's Comprehensive Settlement Agreement with this agency. If the demand from this subdivision exceeds GVSUD's rights to capacity and transport, then GVSUD must pay the City its costs.
 - Monthly Sewer Fee (Recurring). Every wastewater customer on this tract will be subject to the GVSUD wastewater fees (monthly). Therefore, *the City will not collect monthly revenue* as long as this tract is in GVSUD's wastewater CCN.
 - CCMA Impact Fee. The current CCMA Impact Fee for the South Wastewater Treatment Plant (WWTP) is \$2,300 per EDU. All permits are subject to the CCMA impact fee, including development in GVSUD's wastewater CCN. With a proposed 554 single-family lots on the Haeckerville tract, this means the development will pay **\$1,274,200** in fees, which will be used by CCMA towards debt associated with this plant
- Wastewater Interceptor. Developer will be responsible for the extension of the wastewater interceptor from the lift station to the Schmoekel tract, if GVSUD requests service to this tract of land per the City's Comprehensive Settlement Agreement with this agency. This is a master line per the City's South Sanitary Sewer Master Plan, adopted by Resolution 1739 on January 13, 2026. The City may elect to pay for the oversizing of the line to the ultimate size identified in the City's master plan.
 - The master plan calls for a thirty inch (30") interceptor to be extended from the lift station on the Haeckerville tract and along Bolton Road (Project 2) and a twenty-four inch (24") interceptor from the Bolton Road interceptor north along the east side of the Schmoekel Tract (Project 11) and continuing north of this tract.
- Solid Waste. This development will use the City's solid waste provider, resulting in **\$1,626.55** in franchise fee/month to the City.
- Developer Contribution to Fire Station Construction. The Developer has agreed to a Developer Contribution fee of \$100/single-family home and \$100 for the amenity center that will be collected at time of building permit (foundation permit). Over the course of construction, this will provide the City with **\$241,850** (1,382 SF homes and 1 amenity center) towards the cost of the City's Public Safety Facility that will be located on Bolton Road.

MOTION(S):

This is a workshop. City Council will provide direction and feedback on proceeding with a development agreement for each tract. During the City Council meeting, there is an agenda item for Council to take action (make a motion) to proceed with a development agreement on each of the two tracts.

Attachments

[0 - CC Presentation on Bolton Road MUD 2026-06-09.pdf](#)

[Haeckerville Tract Land Plan 2026-04-30 \(revised\)](#)

[Schmoekel Tract Land Plan 2026-04-30 \(revised\)](#)

[Haeckerville and Schmoekel Tracts Development Agmt Terms 2026-06-03.pdf](#)

[Figure 5-1 South Cibolo Sanitary Sewer Capital Improvement Plan](#)

[Table 5-1 South Cibolo Sanitary Sewer Capital Improvement Plan](#)

[Cibolo FTP Classification Evaluation Tech Memo 2026-05-07.pdf](#)

[I-10 Growth Corridor Future Land Use 2026 CCN \(36x24\)](#)

Overview of the proposed Development in Cibolo's ETJ near I-10

City Council and Planning & Zoning Commission Workshop

June 9, 2026



Presentation Overview

1. Cibolo's Goals
2. Overview of Development Agreement Terms
3. Fiscal Impact

NOTE: This is an on-going negotiation with the Developer, Mosaic Land Development, LLC.



Staff Recommendation

Staff supports proceeding with a Development Agreement to define responsibilities and obligations for both parties to manage future growth and development following the scope of terms outlined in this presentation, including, but not limited to, clarifying sewer service and extending the City's planning authority over the land by providing for a development plan under which certain general uses and development of the land are authorized and authorize enforcement of certain land use and development regulations as contained in the agreement.



Council Feedback and Direction

What is the City Council's direction on the revised and updated terms for a Development Agreement?

- Haeckerville Tract
- Schmoekel Tract

If City Council supports moving forward with a development agreement, the next step is for the City Manager's Office to work with the City attorney's Office on incorporating the major deal points into a City development agreement. This will return to City Council for its consideration for approval.



Part 1. Cibolo's Goals



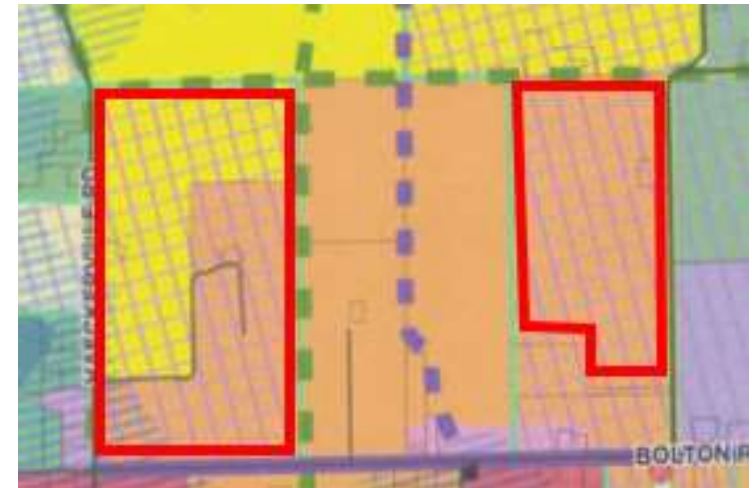
Cibolo's Goals

- **Controlling Our Destiny...**To control the future of growth and development inside the City's new Wastewater service area, an area of 5 square miles, including the City's ETJ.
- Implement Long Range Plans
- Quality Development
- Infrastructure
- Partnerships
- Generate Revenue



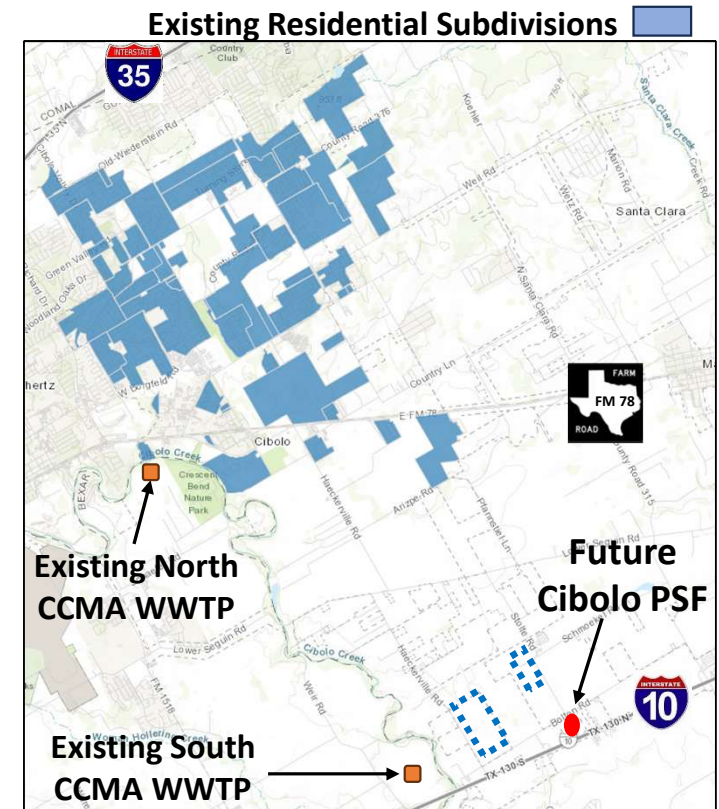
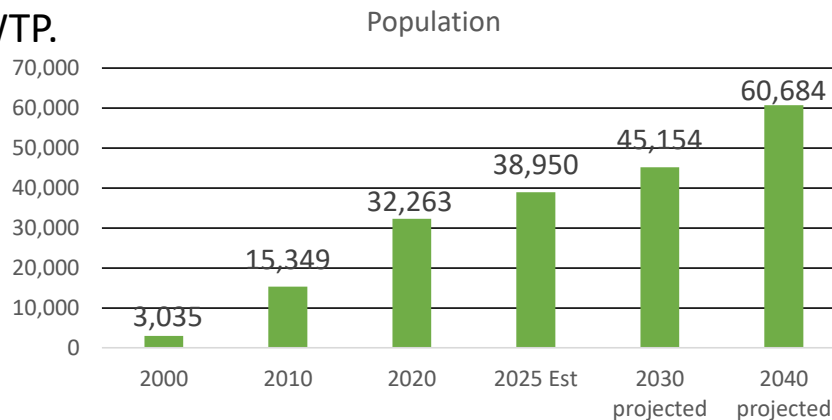
Controlling Our Destiny – Residential Growth

- Mosaic Land Development, LLC, is proposing the Bolton Road Municipal Utility District (MUD) of Guadalupe County.
- 294 acres across 2 tracts located in the City's ETJ with 1,382 single-family lots
 - As proposed, estimated population of more than 4,000 residents upon build-out
 - Haeckerville Tract 192 +/- acres with 828 SF lots located in City's new Wastewater CCN
 - Schmoekel Tract 101.5 acres with 554 SF lots located in GVSUD's CCN
- Developer anticipates construction and delivery of approximately 40–60 homes per year per project, subject to market conditions, infrastructure availability, and construction timelines.



Controlling Our Destiny – Residential Growth

- Cibolo has been one of the fastest growing cities in Guadalupe County over past 2 decades.
- Estimated population of 37,816 (2024-07) by the US Census. The City of Cibolo is posed to exceed 40,000 by end of 2026. This growth has been supported by the CCMA North WWTP.
- With Cibolo's commitment to provide wastewater between FM 78 and I-10 within new CCN, future growth will be supported by new wastewater infrastructure and the CCMA South WWTP.

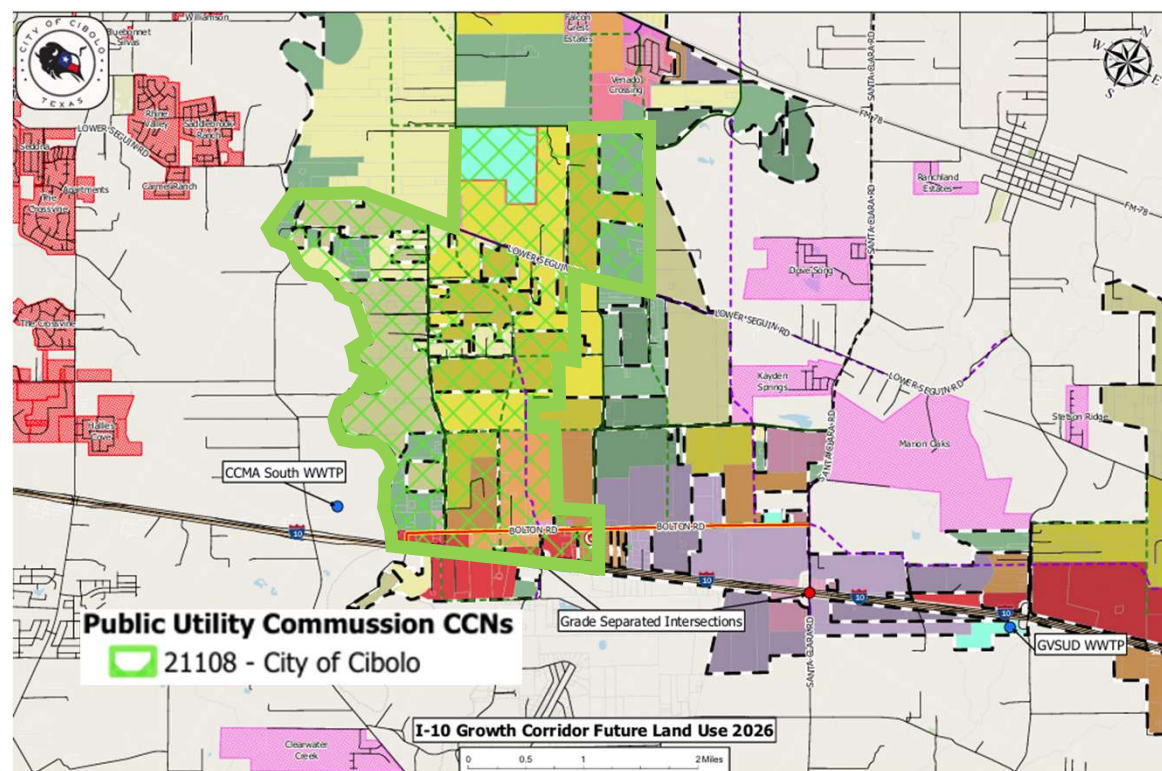


Proposed Residential Development located in ETJ



Controlling Our Destiny – Residential Growth

- It's not a question of if growth will come to our new wastewater CCN, but when.
- Residential Growth is occurring to the west in City of Schertz's wastewater CCN and to the east and south in GVSUD's wastewater CCN as shown on the map.
- There are more than 6,000 residential units either built, under construction, or planned in these subdivisions.
- However, there are no approved(new) subdivisions in Cibolo's wastewater CCN today.

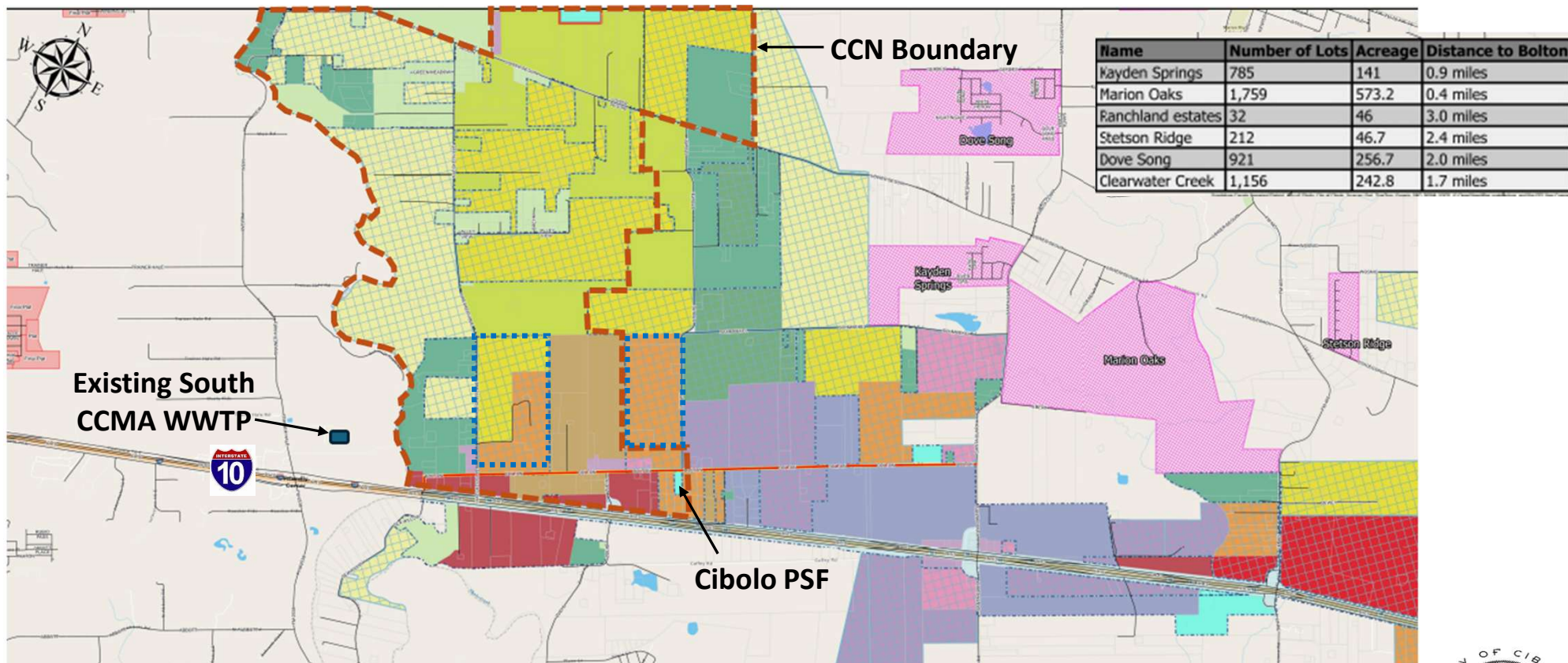


Cibolo's Goals

- Controlling Our Destiny
- **Implement Long Range Plans...**
 - **Future Land Use Map...** Diverse and balanced land uses
 - **Master Thoroughfare Plan...** Regional Mobility
 - **South Sanitary Sewer Master Plan...** Adequate Public Facilities
- Quality Development
- **Infrastructure...** Ensure development provides adequate public facilities and contributes to the cost of infrastructure consistent with the City's Master Plans and State law.
- Partnerships
- Generate Revenue



Implement Comp Plan – Future Land Use Map



Proposed Residential Development located in ETJ



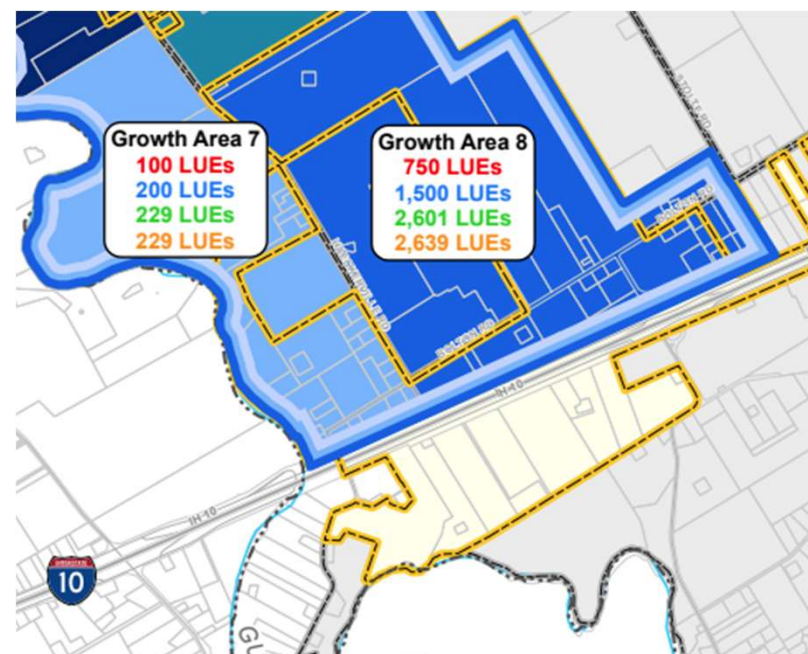
Implement South Sanitary Sewer Master Plan

Table 4-1: Projected Dry Weather Wastewater Flows

Basin Flow Projections (MGD)				
Growth Area	2030	2035	2050	Buildout
7	0.02	0.05	0.06	0.06
8	0.18	0.37	0.64	0.65
GVSUD	0.025 <i>0.05[†]</i>	0.125 <i>0.225[†]</i>	0.35 <i>0.525[†]</i>	0.35 <i>0.525[†]</i>
South	0.225 <i>0.250[†]</i>	0.705 <i>0.805[†]</i>	2.250 <i>2.425[†]</i>	2.350 <i>2.525[†]</i>

[†]Assumes all GVSUD flow purchases per CSA are realized

Figure 3.2 City of Cibolo South Sanitary Sewer Future Growth Areas

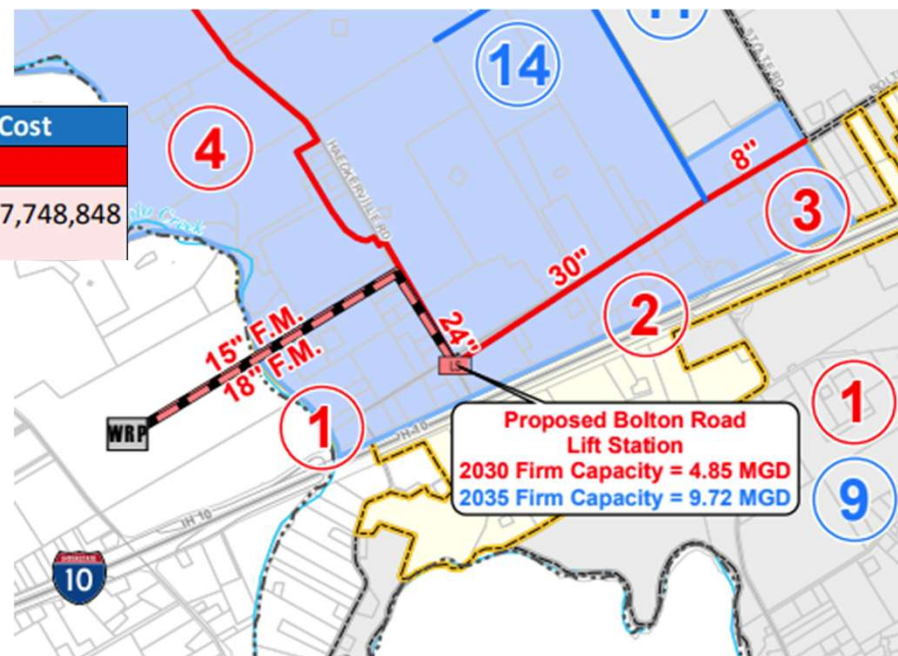


Implement South Sanitary Sewer Master Plan

Figure 5-1 City of Cibolo South Sanitary Sewer Capital Improvements Plan

Table 5-1: CIP Summary

Project Name	Cost
Short Term Projects	
New Bolton Road Lift Station with 18-inch/15-inch Force Mains (Alignment Option B)	\$ 37,748,848



Implement South Sanitary Sewer Master Plan

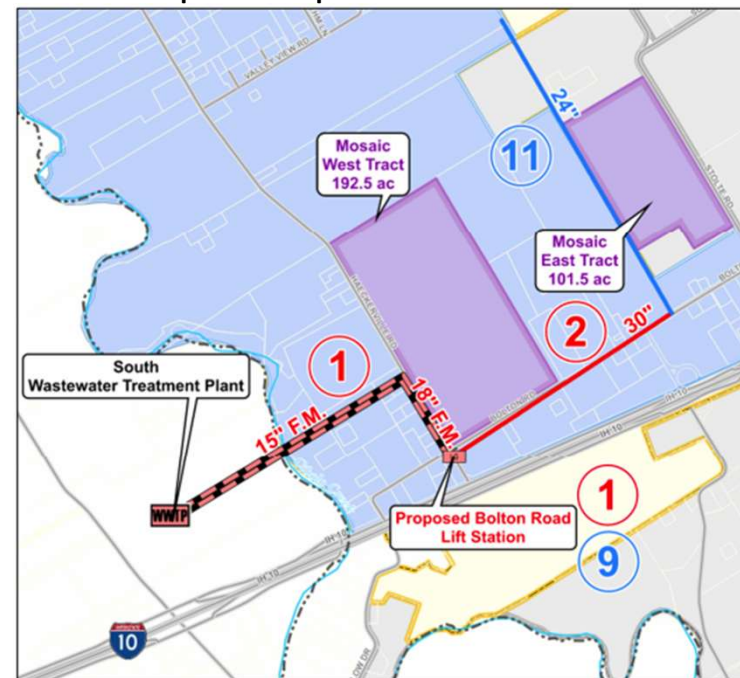
The City of Cibolo is committed to advancing the South Sanitary Sewer Master Plan.

The immediate priority is to design and construct Project 1 with Projects 2, 9, and part of 11 as next level.

Capital Improvement Projects Summary

Opinion of Probable Construction Cost		
Project	Description	Total
1	New 4.85 MGD Haeckerville Lift Station & 12-inch Force Main	\$37,748,848
2	30-inch Bolton Road Trunk Line	\$4,371,920
9	Bolton Road Lift Station Expansion	\$3,720,000
11	24-inch Bolton Road Trunk Line Extension	\$3,845,200
Estimated Project Total:		\$49,685,968

Figure 5-1 City of Cibolo South Sanitary Sewer Capital Improvements Plan



Cibolo's Goals

- Controlling Our Destiny
- Implement Long Range Plans
- **Quality Development...** To establish and enforce quality development standards to create residential subdivisions that reflect our community values.
- Infrastructure
- Partnerships
- Generate Revenue



Proposed Land Plan – Haeckerville Tract (2025-10)

DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/Ac.
45' LOTS	405	52.99	7.64
50' LOTS	410	58.55	7.00
ROW	N/A	35.29	N/A
OPEN SPACE	N/A	36.16	N/A
DETENTION	N/A	6.57	N/A
AMENITY	N/A	3.00	N/A
PARK	N/A	1.00	N/A
LIFT STATION	N/A	0.31	N/A
TOTAL	815	193.87	4.20

LOT SUMMARY		
SIZE	LOTS	% LOT COUNT
45' LOTS	405	49.69%
50' LOTS	410	50.31%
TOTAL	815	100.00%



Proposed Land Plan – Haeckerville Tract (2026-04)

DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/Ac.
45' LOTS	417	52.82	7.89
50' LOTS	411	59.45	6.91
ROW	N/A	37.10	N/A
OPEN SPACE	N/A	28.10	N/A
DETENTION	N/A	9.80	N/A
AMENITY	N/A	3.41	N/A
PARK	N/A	1.85	N/A
LIFT STATION	N/A	0.41	N/A
TOTAL	828	193.03	4.29

LOT SUMMARY		
SIZE	LOTS	% LOT COUNT
45' LOTS	417	50.36%
50' LOTS	411	49.64%
TOTAL	828	100.00%



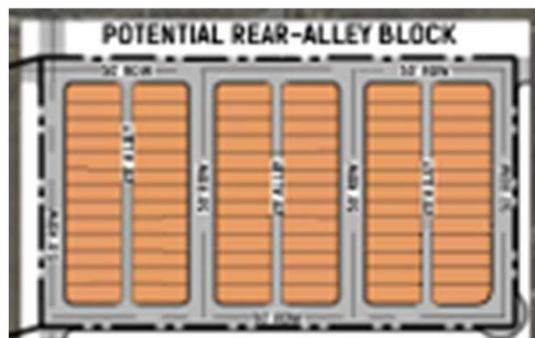
Proposed Land Plan – Schmoekel Tract (2025-10)

DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/Ac.
40' LOTS	563	64.19	8.77
ROW	N/A	19.62	N/A
OPEN	N/A	9.72	N/A
DETENTION	N/A	5.71	N/A
PARK	N/A	2	N/A
TOTAL	563	101.24	5.72

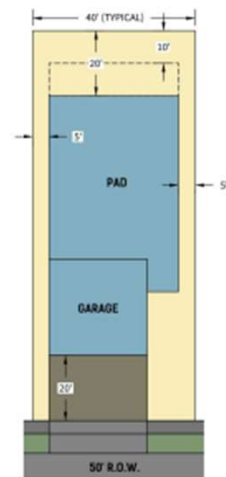


Proposed Land Plan – Schmoekel Tract (2026-04)

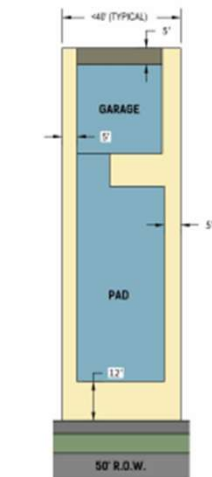
DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/AC.
RESIDENTIAL	554	62.43	8.87
ROW	N/A	19.05	N/A
OPEN SPACE	N/A	11.87	N/A
DETENTION	N/A	6.30	N/A
PARK	N/A	1.78	N/A
TOTAL	554	101.23	5.47



Proposed Development – Schmoekel Tract



TYPICAL 40' LOT DETAIL
N.T.S.



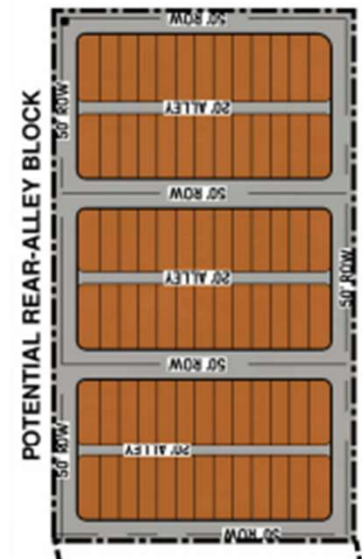
TYPICAL <40' LOT DETAIL
N.T.S.
(Note: Rear alley access required for typical lot width less than 40'.)

Minimum Lot Dimensions and Setbacks

Description	Schmoekel	
	40' Lots	Rear-Alley
Lot Size, minimum square feet	4000	3450
Lot Width, minimum feet	40	30
Corner Lot Width, minimum feet	50	40
Lot Depth, minimum feet	100	115
Front Setback, minimum feet	20	12
Side Setback, minimum feet	5	5
Rear Setback, minimum feet	20 ¹	5
Side/Rear Street Setback, minimum feet	15	15

Notes:

1. Rear setbacks for irregular shaped lots may be reduced to 10'.
2. Irregular shaped lots shall maintain a min. road frontage of 25'.



Quality Development

- The proposed Development Agreement contains several provisions that will require the Developer to follow development standards with properties within the 294 acres:
 - Land Plans
 - Architectural and Development Standards (both tracts)
 - Parks, Amenities, and Community Features
 - Foundation Standards and Inspections
 - Perimeter Fencing (Ownership and Maintenance)
 - Tree Requirement
- See slides on Development Agreement for more details and the attached.



Cibolo's Goals

- Controlling Our Destiny
- Implement Long Range Plans
- Quality Development
- Infrastructure
- **Partnerships...** To join with a developer to ensure the timing of City investments has customers who will contribute a pro-rata share of the costs.
- **Generate Revenue...** To the degree possible, find ways to offer city services that will benefit the City long-term.



Partnership

It is the intent of the Developer to construct its subdivisions at the same time as the City is constructing the wastewater infrastructure. The Developer will be responsible through the Agreements to the following:

- Pro-rata contributions to wastewater infrastructure;
- Dedicate site for lift station and on-site easements at no cost to City;
- Conduct a Traffic Impact Analysis (TIA) to identify contributions to transportation system and dedicate right-of-way for Haeckerville Road, Bolton Road, Stolte Road, and new collector across north side of Haeckerville Tract



Generate Revenue

- Wastewater. Pro-rata contributions to wastewater infrastructure.
 - Haeckerville Tract. This subdivision will contribute \$3,461,868 in wastewater pro-rata fees with its proposed 828 SF lots.
 - Schmoekel Tract. This subdivision with 554 SF lots is located in GVSUD's CCN. As such, GVSUD may request to use its treatment capacity and transport capacity before having to trigger paying Cibolo costs.
- Wastewater Monthly Fees. The average monthly sewer fee per residence is currently \$35.68. This would generate \$29,543. Additional fees may be applied towards debt elimination in fee studies.
- Solid Waste. This development will use the City's solid waste provider, resulting in \$1,627 in franchise fee/month to the City.
- Fire Station Contribution. Developer Contribution fee of \$175 per single-family home and the amenity center collected at time of building permit (foundation permit). Over the course of construction, this will provide the City with \$241,850.



Part 2. Overview of Agreements



Development Agreement Overview

Development Agreement. Texas Local Government Code Section 212.172(b) (Development Agreement) provides the governing body of a municipality may make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality to:

- (1) guarantee the continuation of the extraterritorial status of the land and its immunity from annexation by the municipality;
- (2) extend the municipality's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized;
- (3) authorize enforcement by the municipality of certain municipal land use and development regulations in the same manner the regulations are enforced within the municipality's boundaries;
- (4) authorize enforcement by the municipality of land use and development regulations other than those that apply within the municipality's boundaries, as may be agreed to by the landowner and the municipality;



Development Agreement Overview

Development Agreement (continued):

- (5) provide for infrastructure for the land, including:
 - (A) streets and roads; (B) street and road drainage; (C) land drainage; and (D) water, wastewater, and other utility systems;
- (6) authorize enforcement of environmental regulations;
- (7) provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties;
- (8) specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties; or
- (9) include other lawful terms and considerations the parties consider appropriate.

Per Texas law, a landowner is not required to enter into a development agreement.



Proposed Development Agreement

- **Benefits of Proposed Development Agreement**

- Implementation of Long Range Plans
- Land Plans
- Architectural and Development Standards
- Parks, Amenities, and Community Features
- Foundation Standards and Inspections
- Perimeter Fencing
- Tree Requirement
- Wastewater
- Solid Waste Services
- Transportation



Proposed Development Agreement

The proposed **Development Agreement** will be between the **City of Cibolo, Texas**, and **Mosaic Land Development, LLC**, and contains provisions to provide for:

- **Project Description...** planned as master planned residential communities with 1,382 dwelling units on a total of 295.15 acre with supporting infrastructure, amenities, and public improvements coordinated with the City (Section 1)
- **Future Land Use Map...** developed in general conformity with the existing Future Land Use Map (FLUM) adopted by the City with the Schmoekel tract being classified as 100% ("Compact Residential") and Haeckerville being classified as 50% ("Compact Residential") and 50% ("Community Residential") (Section 2)
- **Land Development Regulations...** The Projects are not subject to City zoning regulations due to their location within the ETJ. Development standards applicable to the Projects shall be governed by this Agreement. (Section 3)
- **Future Thoroughfare Map...** Developer shall dedicate right-of-way consistent with the City's adopted **Major Thoroughfare Plan ("MTP")**.... Such dedications shall be made at the time of platting and shall not require construction of ultimate roadway improvements. **Notwithstanding the foregoing, the City agrees to amend the MTP to remove the planned collector roadway currently depicted along the eastern boundary of the Haeckerville Tract**, and no right-of-way dedication shall be required for such facility as part of the Haeckerville Project. **(Exhibit "F")**



Proposed Development Agreement

Development Agreement (Continued)

- **Street Connections...** Internal street networks within the Projects shall be designed to provide adequate connectivity to existing and planned public roadways as determined by a **Traffic Impact Analysis (“TIA”)**. Developer agrees to provide necessary street connections consistent with approved plats and engineering standards. (Section 5)
- **Drainage...** Stormwater drainage for the Projects shall be designed and constructed in accordance with City drainage criteria, applicable state regulations, and approved drainage studies. Developer shall be responsible for onsite drainage facilities necessary to serve the Projects. (Section 6)
- **Parks, Amenities, and Community Features (Section 7)**
 - **Amenities:** Construction of a park (approximately one (1) acre) and a separate amenity center (approximately three (3) acres) within the **Haeckerville Project** substantially similar to the (**“Exhibit A”**), interconnected by a walking trail. Construction of a separate amenity center (approximately two (2) acres) within the **Schmoekel Tract. and Community Features**
 - **Amenity Center / Major Park Elements (Haeckerville & Schmoekel)**
 - **Playscapes / Pocket Park Elements (Haeckerville)**
 - **Amenity Timing:** Construction of amenity centers for each Project shall commence upon achievement of **thirty percent (30%)** buildout of the applicable Project.



Proposed Development Agreement

Development Agreement (Continued)

- **Parks, Amenities, and Community Features (Section 7)**
 - **Community Features:** Enhanced entry monumentation and perimeter fencing consistent with approved concepts and substantially similar to (Exhibit “A”).
 - **Proposed Land Donation & Outdoor Recreation Facility**
- **Environmental...** Environmental Assessments have been conducted on both projects. (Section 8)
- **Soils & Residential Foundations...** (Section 9)
 - **Residential Foundations**
 - **Foundation Standards:** All residential lots within both Projects shall be constructed in accordance with the City of Cibolo’s adopted foundation design criteria as set forth in **Ordinance No. 1409**, except that perimeter footings shall meet the following requirement in the Building Code:

CHAPTER 18 SOILS AND FOUNDATIONS is hereby amended by amending 1809.4 to read as follows:

1809.4 Depth and width of footings. The minimum depth of exterior footings below the undisturbed ground surface shall be 24 inches. The minimum width of footings shall be 12 inches.



Proposed Development Agreement

Development Agreement (Continued)

- **Streets...** Streets within both projects will be designed in accordance with the City of Cibolo's standards for construction.... (Section 10)
- **Sanitary Sewer...** Sanitary sewer service for the Haeckerville Tract shall be provided by the **City of Cibolo** ("Wastewater Collection and Transport Provider"). Service may be provided to the Schmoekel Tract at GCSUD's request subject to the terms and conditions in the Comprehensive Settlement Agreement ("CSA") between the City of Cibolo, Texas, and Green Valley Special Utility District, as may be amended.... (Section 11). The following are highlights for **Haeckerville Tract**:
 - **Capacity:** Maximum of 828 SF lots and amenity center. Equivalent Dwelling Units (EDUs).
 - **Developer Contribution Cap (Cibolo):** \$4,181 per EDU.
 - **CIP Infrastructure:** City agrees to pursue construction of CIP sewer infrastructure.
 - **Lift Station & Easements:** The Developer shall dedicate a site for a lift station and on-site easements at no cost to the City.
 - **Schmoekel Tract – GVSUD NSSA:** Developer shall extend a wastewater interceptor to this tract if GVSUD request service and shall allow the City to cover oversizing costs.



Proposed Development Agreement

Development Agreement (Continued)

- **Water...** Potable Water Service shall be provided by the applicable retail water provider (**Green Valley Special Utility District**) (Section 12)
- **Architectural Controls and Product Standards...** Developer shall implement architectural and product standards for both the Haeckerville and Schmoekel Tracts substantially similar to Exhibit “B” and formally governed by Exhibit “C” as follows. (Section 13):
 - **Masonry:** Homes within the Haeckerville Project shall provide a minimum of **eighty percent (80%) masonry** (where masonry is applicable) on front facades.
 - **Lot Mix:** The Haeckerville Project shall include a mix of 45- and 50-foot typical lot widths. The Schmoekel Project is currently planned as a 40-foot typical lot width community.
 - **Alley Loaded Lots:** The Developer has identified potential alley-loaded blocks within the Schmoekel Tract (**Exhibit “2A”**) and agrees to use commercially reasonable, good-faith efforts to incorporate such product through future builder negotiations.
 - **Facade Variety:** Architectural variety shall be achieved through builder product mix and design guidelines administered by **Developer’s Architectural Review Committee (“ARC”)** and formally governed by (**Exhibit “C”**).
 - **Tree Plantings:** Tree planting shall include two (2) trees per residential lot. The Front yard is limited to one (1) tree.



Proposed Development Agreement

Development Agreement (Continued)

- **Vested Rights and Governance...** This Agreement shall serve as a vested rights development agreement pursuant to applicable Texas law and shall control over conflicting ordinances or policies. The Developer is seeking exemption and relief from **City Ordinance No. 1261 Sec.19.4 Block Design (A)** in exchange for the standards established in the agreement. (Section 14)
- **City Services and Fees...** Developer shall pay all applicable fees in connection with processing an official development application. (Section 15):
 - **Solid Waste Service:** Developer agrees that residential units within both Projects shall utilize the City of Cibolo's solid waste collection provider, subject to standard service terms.
- **Fire Station Contribution...** Developer agrees to pay the City a fire station contribution of \$175.00 per residential lot or unit ("door") developed within both the Haeckerville and Schmoekel Projects. (Section 16)



Part 3. Fiscal Impact



Fiscal Impact

Table provides summary of fiscal impact

Item	Revenue	One-time or Recurring
Wastewater Pro-Rata Fee	\$3,461,868	One-time
Monthly Sewer Fees	\$29,543	Recurring
Solid Waste	\$1,627	Monthly
Fire Station Contribution	\$241,850	One-time

Item	Revenue	One-time or Recurring
Sewer Impact Fee – CCMA (Haeckerville)	\$1,904,000	One-time
Sewer Impact Fee – CCMA (Schmoekel)	\$1,274,200	One-time



Council Feedback and Direction

What is the City Council's direction on the revised and updated terms for a Development Agreement?

- Haeckerville Tract
- Schmoekel Tract

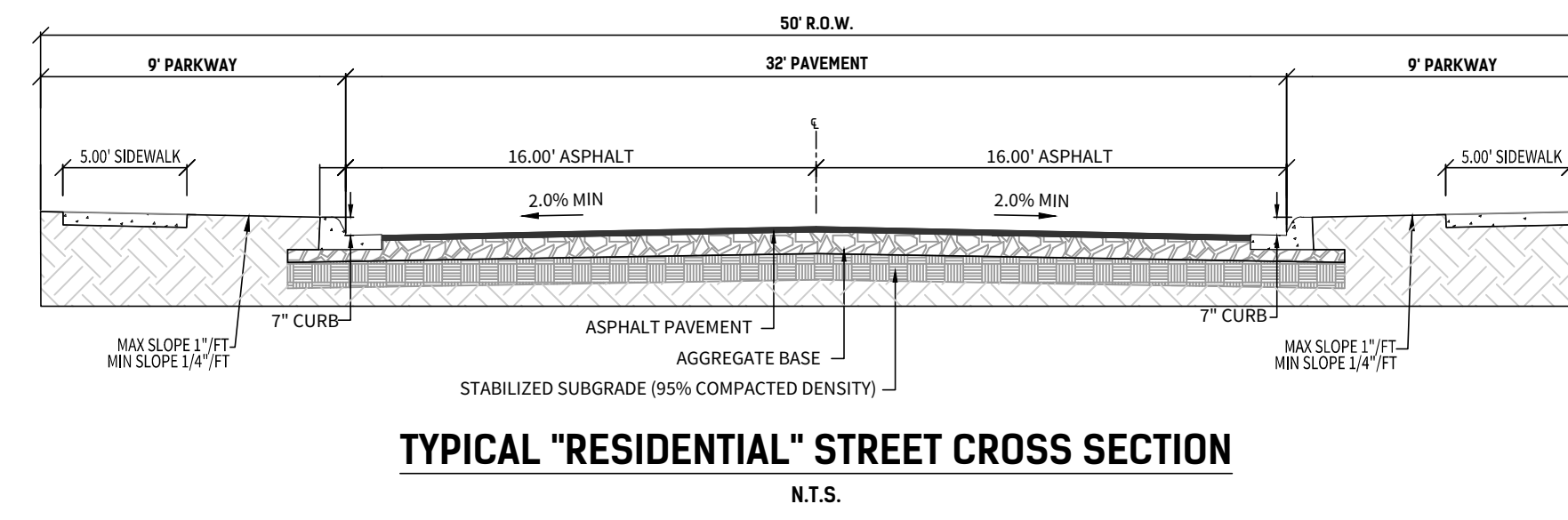
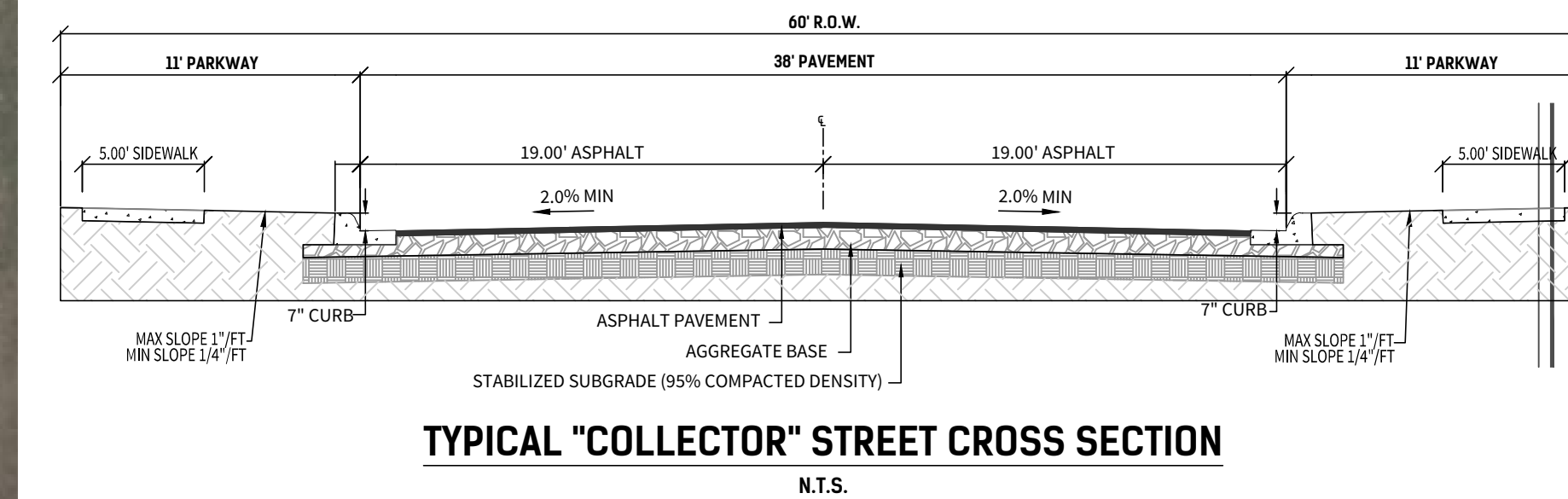
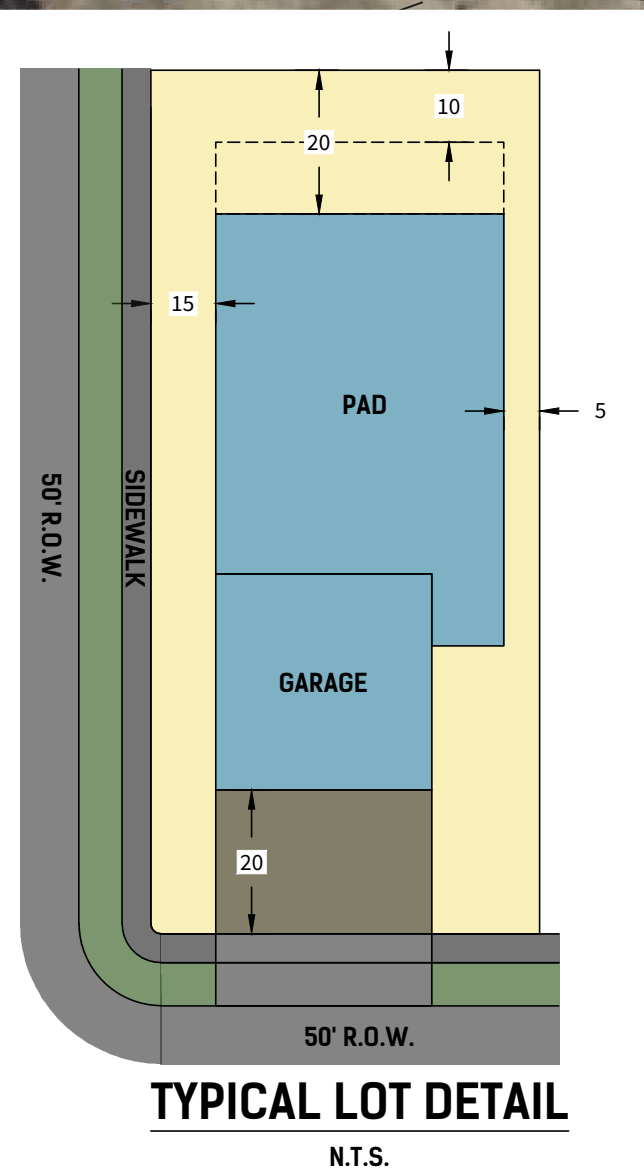
If City Council supports moving forward with a development agreement, the next step is for the City Manager's Office to work with the City attorney's Office on incorporating the major deal points into a City development agreement. This will return to City Council for its consideration for approval.



	TRACT BOUNDARY
	45' LOTS
	50' LOTS
	RIGHT OF WAY
	OPEN SPACE
	TRAIL
	LIFT STATION
	AMENITY
	DETENTION

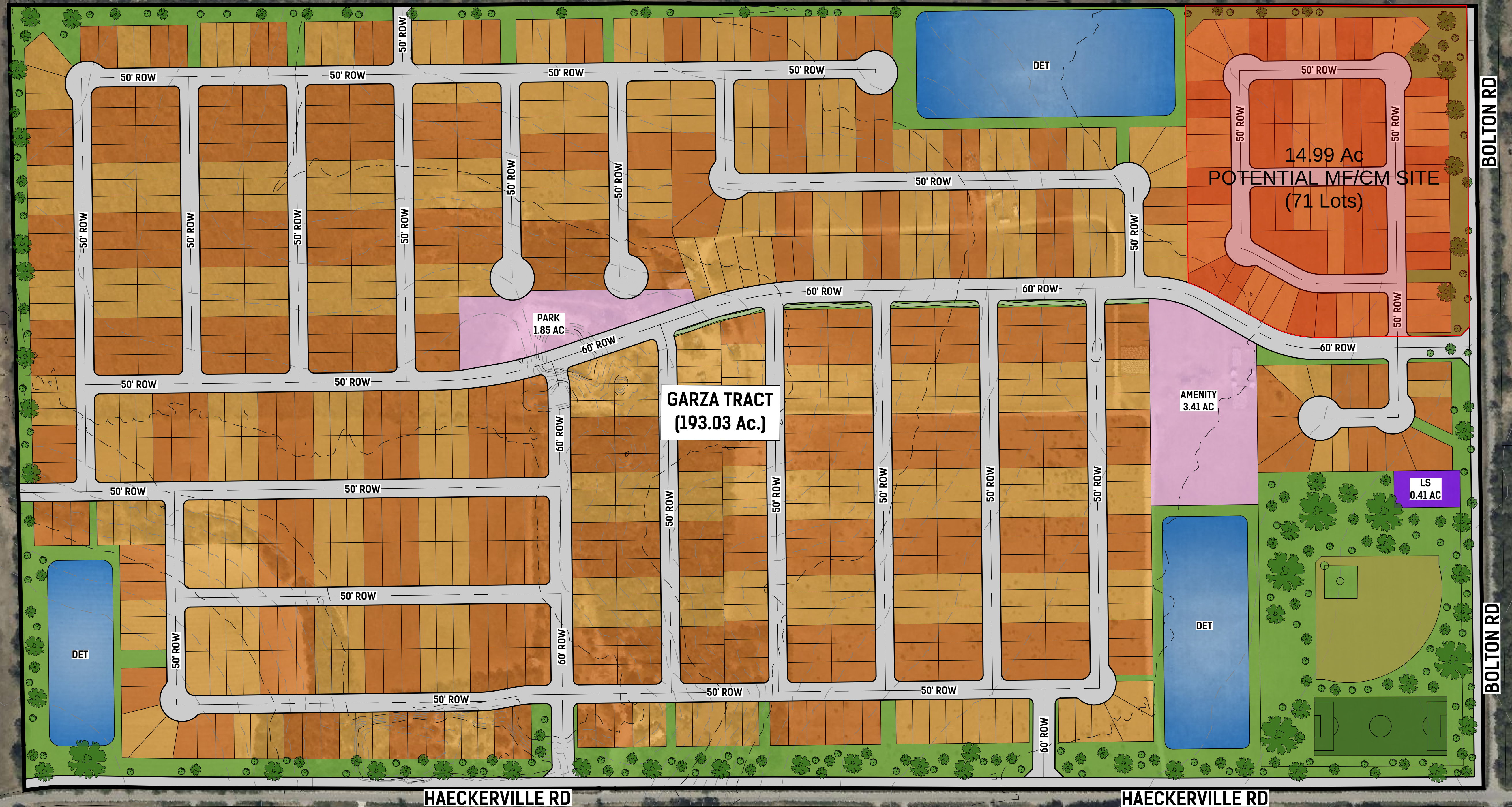
DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/Ac.
45' LOTS	417	52.82	7.89
50' LOTS	411	59.45	6.91
ROW	N/A	37.10	N/A
OPEN SPACE	N/A	28.19	N/A
DETENTION	N/A	9.80	N/A
AMENITY	N/A	3.41	N/A
PARK	N/A	1.85	N/A
LIFT STATION	N/A	0.41	N/A
TOTAL	828	193.03	4.29

LOT SUMMARY		
SIZE	LOTS	% LOT COUNT
45' LOTS	417	50.36%
50' LOTS	411	49.64%
TOTAL	828	100.00%

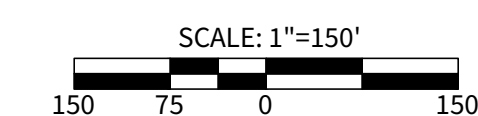


Description	Haeckerville	
	45' Lots	50' Lots
Lot Size, minimum square feet	4500 ³	5000 ³
Lot Width, minimum feet	45	50
Corner Lot Width, minimum feet	55	60
Lot Depth, minimum feet	100	100
Front Setback, minimum feet	20 ¹	20 ¹
Side Setback, minimum feet	5	5
Rear Setback, minimum feet	0	0
Side/Rear Street Setback, minimum feet	10 ¹	10 ¹

1. Front and rear setbacks for irregular shaped lots may be reduced to 15' & 10', respectively.
2. Irregular shaped lots shall maintain a minimum road frontage of 25'.
3. Min. lot size for cul-de-sac lots may be reduced to 3,500 s.f.



APRIL 2026



LEGEND

SCHMOEKEL TRACT BOUNDARY

40' X 120' (TYPICAL LOTS)

RIGHT OF WAY

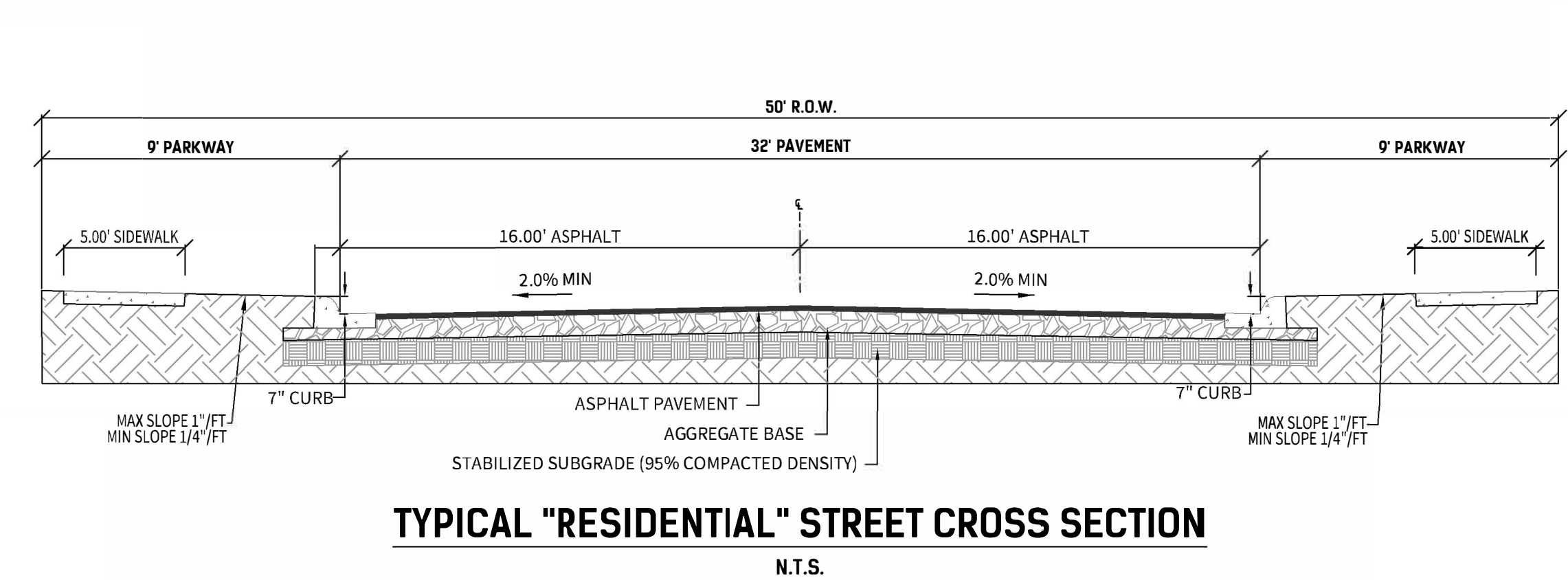
PARK SPACE

OPEN SPACE

DETENTION

32' X 110' (TYPICAL ALLEY LOTS)

DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/Ac.
RESIDENTIAL	554	62.43	8.87
ROW	N/A	19.05	N/A
OPEN SPACE	N/A	11.87	N/A
DETENTION	N/A	6.10	N/A
PARK	N/A	1.78	N/A
TOTAL	554	101.23	5.47

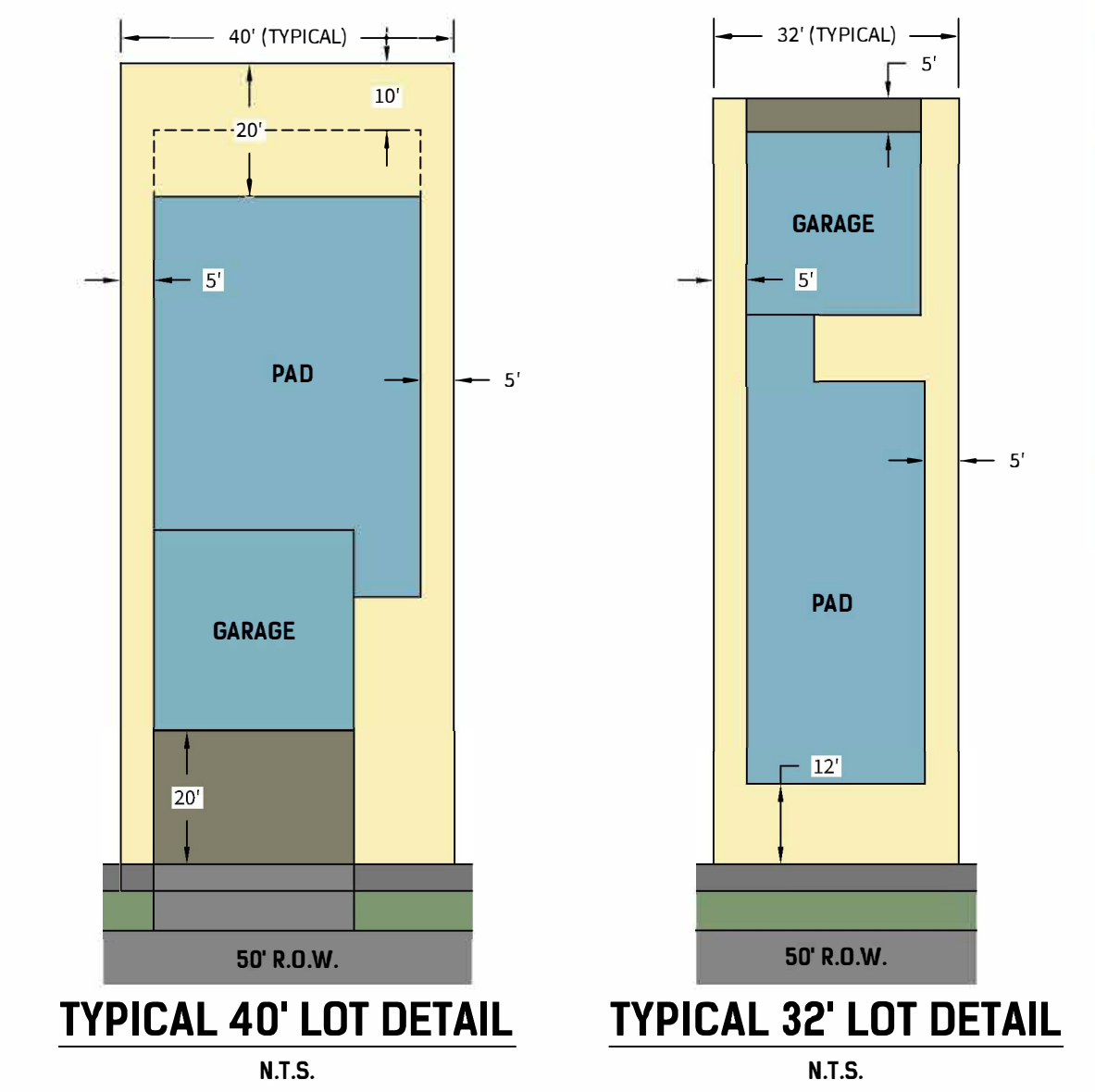
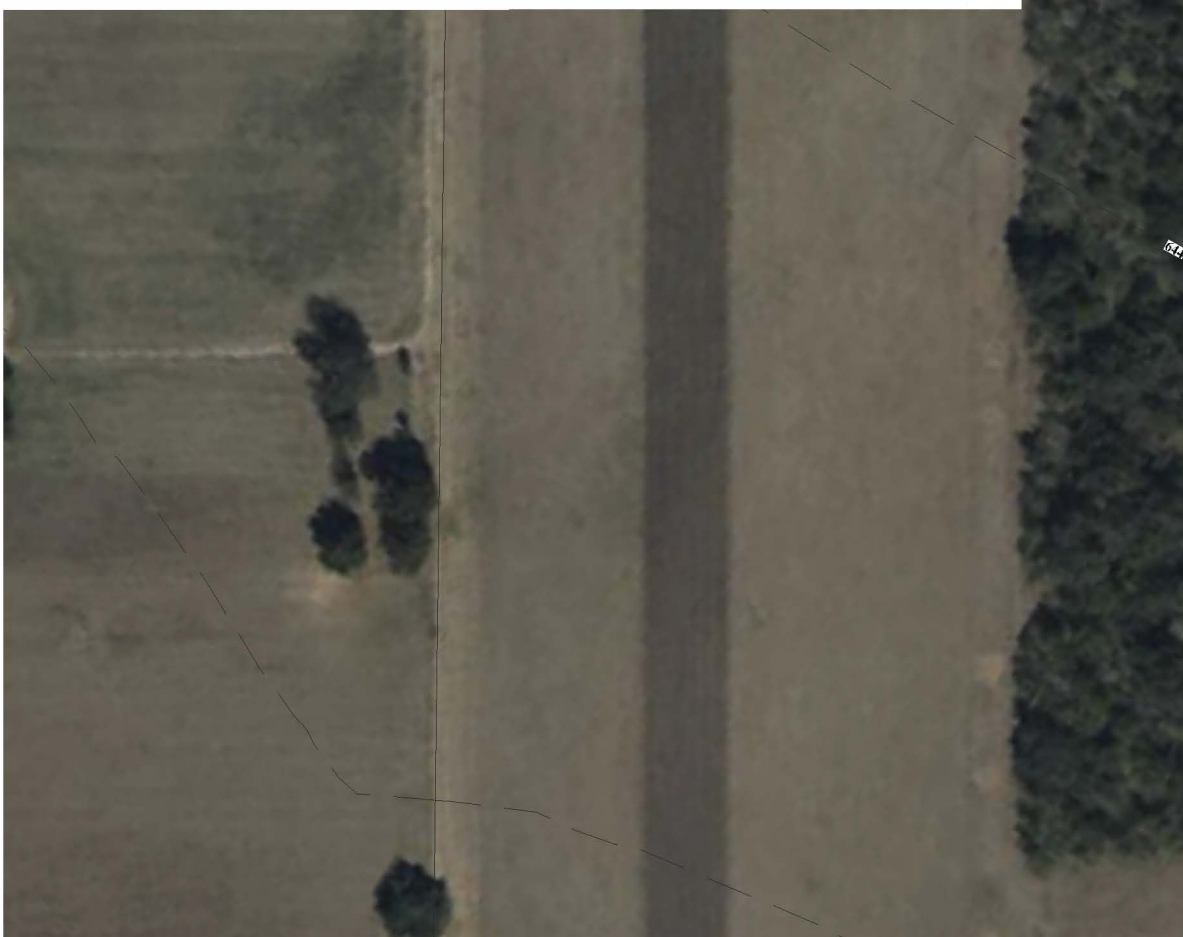
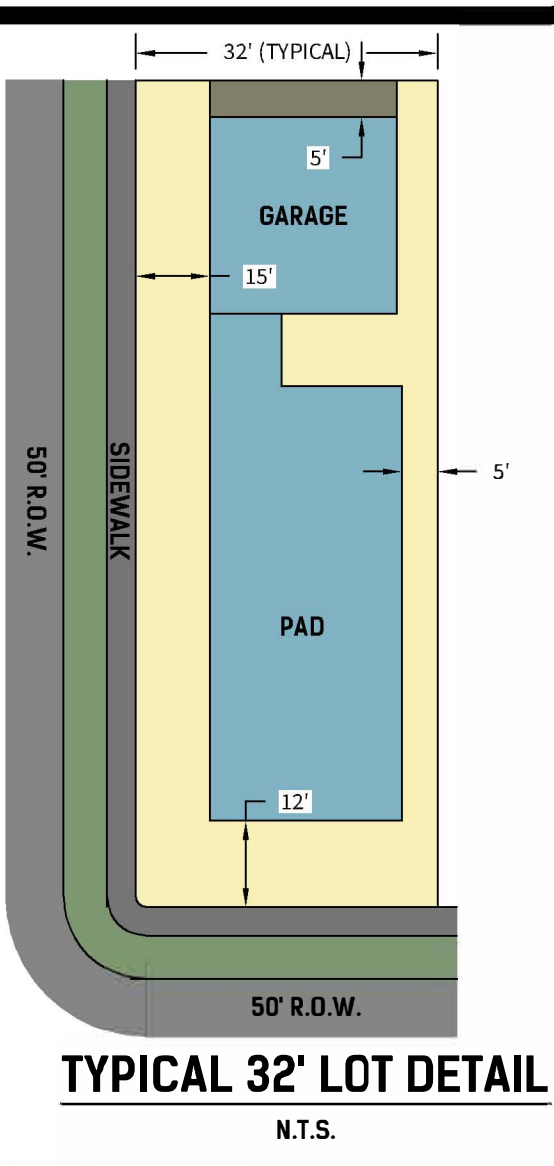


EXAMPLE SUMMARY WITH REAR-ALLEY LOADED PRODUCT

(NOTE: REAR ALLEY ACCESS REQUIRED FOR TYPICAL LOT WIDTH LESS THAN 40')

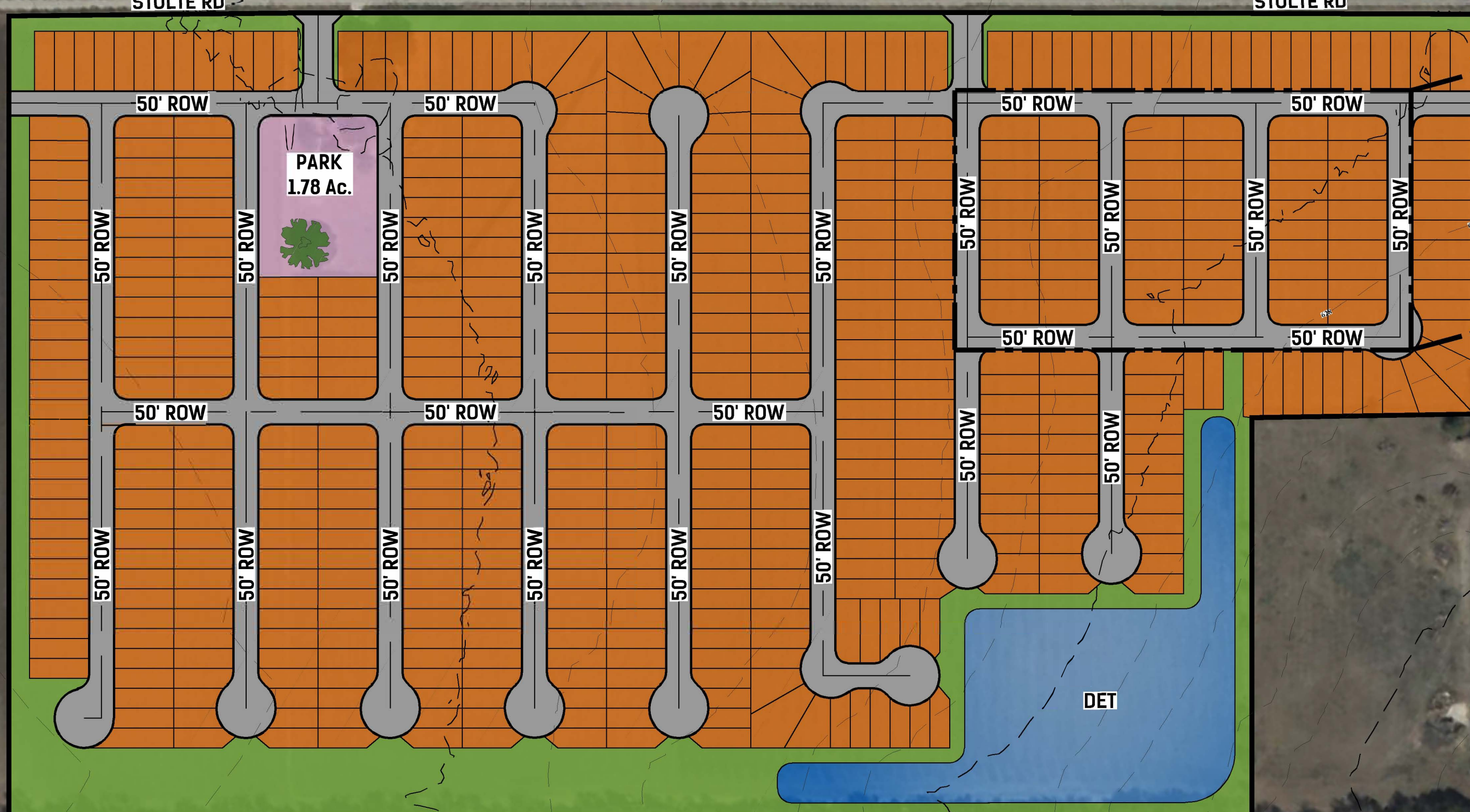
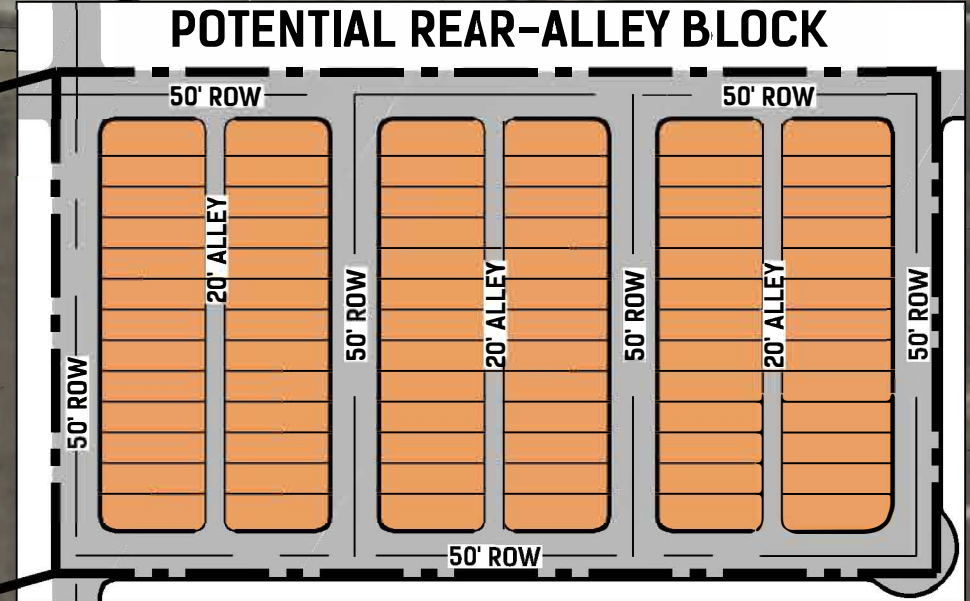
DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/Ac.
32' LOTS	78	6.33	12.32
40' LOTS	494	55.53	8.90
ROW	N/A	19.62	N/A
OPEN SPACE	N/A	11.87	N/A
DETENTION	N/A	6.10	N/A
PARK	N/A	1.78	N/A
TOTAL	572	101.23	5.65

(EXAMPLE SUMMARY ASSUMES 32' WIDE ALLEY LOADED PRODUCT)



Description	Schmoekel	
	40' Lots	Rear-Alley
Lot Size, minimum square feet	4,000 ²	3,450
Lot Width, minimum feet	40	30
Corner Lot Width, minimum feet	50	40
Lot Depth, minimum feet	100	115
Front Setback, minimum feet	20	12
Side Setback, minimum feet	5	5
Rear Setback, minimum feet	0'	0'
Side/Rear Street Setback, minimum feet	10'	10'

Notes:
1. Front and rear setbacks for irregular shaped lots may be reduced to 15' & 10', respectively.
2. Irregular shaped lots shall maintain a minimum road frontage of 25'.
3. Min. lot size for cul-de-sac lots may be reduced to 3,500 s.f.



SCHMOEKEL TRACT / MASTER LAND PLAN

DEVELOPMENT AGREEMENT TERMS

HAECKERVILLE & SCHMOEDEL TRACTS

Parties: **THE CITY OF CIBOLO, TEXAS**, a Texas home-rule municipality (“**City**”), acting by and through its City Council (“**Council**”), and **MOSAIC LAND DEVELOPMENT, LLC**, a Texas limited liability company (“**Developer**”).

Developer represents that it is authorized to enter into an Agreement on behalf of the owners of the real property subject to this Agreement, including **SA Lightning Bolt, LP** (the “**Property Owner**”).

The City and Developer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

AGREEMENT MAJOR TERMS

The Parties agree to provide the following services, either directly or by contracting, and to the following levels of funding subject to the conditions and exceptions in this Agreement.

1. Project Description

This Development Agreement (“Agreement”) is entered into by and between **Mosaic Land Development**, (“Developer”), and the **City of Cibolo**, (“City”). This Agreement governs the development of two residential projects known as **Haeckerville (Exhibit “1”)** and **Schmoedel (Exhibit “2”)** (collectively, the “Projects”).

Both Projects are located within the extraterritorial jurisdiction (“ETJ”) of the City of Cibolo and within the **Bolton Road Municipal Utility District** (“Bolton Road MUD”). The Projects are planned as master planned residential communities with supporting infrastructure, amenities, and public improvements coordinated with the City.

The Projects collectively contemplate a maximum total of **residential dwelling units of 1,400 on a total of 295.15 acres with an option to develop multi-family on 14.99 acres located on the Haeckerville project in lieu of 71 SF lots**. Development shall proceed in multiple phases and shall be coordinated with existing utility capacity, infrastructure delivery schedules, and agreed absorption schedules. All land plans, layouts, and exhibits attached hereto are preliminary and conceptual in nature and are subject to modification based on formal engineering design, drainage and grading analysis, and constructability review. Final lot counts, configurations, and infrastructure alignments may vary from the exhibits depicted herein.

DEVELOPMENT AGREEMENT TERMS - HAECKERVILLE & SCHMOEKEK TRACTS

2. Future Land Use Map

The Projects shall be developed in conformity with the existing **Future Land Use Map (FLUM)** adopted by the City with the Schmoekel tract being classified as 100% ("Compact Residential") and Haeckerville being classified as 50% ("Compact Residential") and 50% ("Community Residential").

This Development Agreement shall serve as confirmation of the intended residential land use pattern depicted on approved land plans and exhibits, and no separate land study shall be required for either Project.

3. Land Development Regulations

- **Zoning:** The Projects are not subject to City zoning regulations due to their location within the ETJ. Development standards applicable to the Projects shall be governed by this Agreement, and the City's valid subdivision ordinances consistent with state law and applicable within the ETJ as applicable. No zoning or rezoning approvals shall be required as a condition of development.
- **Preliminary Platting:** Upon execution of this development agreement the Developer will submit overall preliminary subdivision plats for both projects to the City for approval by end of 2026. The City agrees to use best efforts to process, review, and approve preliminary plats in a timely manner.

4. Future Thoroughfare Map

Developer shall dedicate right-of-way consistent with the City's adopted **Major Thoroughfare Plan ("MTP")**, as applicable to the layouts for the Projects. Such dedications shall be made at the time of platting and shall not require construction of ultimate roadway improvements. Notwithstanding the foregoing, the City agrees to amend the **MTP** to remove the planned collector roadway currently depicted along the eastern boundary of the Haeckerville Tract, and no right-of-way dedication shall be required for such facility as part of the Haeckerville Project subject to a proportionality analysis consistent with the UDC. **(Exhibit "F")**

5. Street Connections

Internal street networks within the Projects shall be designed to provide adequate connectivity to existing and planned public roadways as determined by a **Traffic Impact Analysis ("TIA")**. Developer agrees to provide necessary street connections consistent with approved plats and engineering standards. Developer shall provide additional stub-outs to adjacent tracts to facilitate future connectivity and orderly development of surrounding properties.

DEVELOPMENT AGREEMENT TERMS - HAECKERVILLE & SCHMOEKEK TRACTS

6. Drainage

Stormwater drainage for the Projects shall be designed and constructed in accordance with City drainage criteria, applicable state regulations, and approved drainage studies. Developer shall be responsible for onsite drainage facilities necessary to serve the Projects.

7. Parks, Amenities, and Community Features

Developer shall provide parks, amenities, and community features as follows:

- **Amenities:** Construction of a park (approximately one (1) acre) and a separate amenity center (approximately three (3) acres) within the **Haeckerville Project** substantially similar to the (“**Exhibit A**”), interconnected by a walking trail. Construction of a separate amenity center (approximately one and a half (1.5) acres) within the **Schmoekel Tract**. These amenities shall satisfy and exceed any parkland dedication or fee-in-lieu requirements.
 - **Amenity Center / Major Park Elements (Haeckerville & Schmoekel):**
 - Swimming pool, Pool deck with hardscape and seating areas, Pool fencing and controlled access gates, Restroom building, Outdoor furniture (tables, benches, loungers)
 - **Playscapes / Pocket Park Elements (Haeckerville)**
 - Playground equipment (slides, climbing structures, swings), Engineered play surface (mulch or turf), Benches and picnic tables, Park signage or monument feature
- **Amenity Timing:** Construction of amenity centers for each Project shall commence upon achievement of **thirty percent (30%) buildout** of the applicable Project.
 - **Haeckerville - 30% Buildout:** Construction of the required amenities shall commence prior to the issuance of utility service connections for the two hundred forty-fifth (245th) residential unit within the Haeckerville project. Once commenced, amenity construction shall be diligently pursued and completed within eighteen (18) months. In the event amenity construction is A) not commenced by the issuance of utility service connection for the two hundred forty-fifth (245th) residential unit or B) completed within such eighteen (18)-month period, and no mutually agreeable extension or modification has been approved by the City and Developer in writing, the City may withhold approval of future construction plans for the Haeckerville

DEVELOPMENT AGREEMENT TERMS - HAECKERVILLE & SCHMOEKEK TRACTS

project until such time as the amenity construction is completed or an alternative agreement is reached.

- **Schmoekel 30% Buildout:** Construction of the required amenities shall commence prior to the issuance of utility service connections for the one hundred seventy-first (171st) residential home within the Schmoekel project. Once commenced, amenity construction shall be diligently pursued and completed within eighteen (18) months. In the event amenity construction is not completed within such eighteen (18)-month period, and no mutually agreeable extension or modification has been approved by the City and Developer in writing, the City may withhold approval of future construction plans for the Schmoekel project until such time as the amenity construction is completed or an alternative agreement is reached.
- **Community Features:** Enhanced entry monumentation and perimeter fencing consistent with approved concepts and substantially similar to **(Exhibit “A”)**.
 - **Perimeter Fencing:** Shall consist of six-foot (6’) cedar cap-and-rail fence with cap and trim, stained, with exposed “X” bracing. Masonry or stone columns approximately (2’x2’x6’) shall be located at each corner and spaced at intervals of up to one hundred feet (100’). Perimeter fencing shall be owned and maintained in perpetuity by a homeowners’ association or the Bolton Road MUD.
- **Proposed Land Donation & Outdoor Recreation Facility:** The Developer is planning to donate approximately **10+ acres to a local non-profit organization** within the Haeckerville Tract, at or near the intersection of Haeckerville Road and Bolton Road, for youth sports or recreational use. Currently, the Developer is in negotiations with the **Marion Youth Sports Organization (“MYSO”)**. The plan is for the facility to be open and available to the public, with direct walkable access from the Haeckerville project. The facilities will be constructed, owned, operated, and maintained by the MYSO or a similar organization. **(See Exhibit A)**

8. Environmental

Environmental Assessments have been conducted on both projects. Developer shall comply with all applicable federal, state, and local environmental regulations. No known regulated environmental conditions materially affecting development have been identified, and development shall proceed subject to standard environmental due diligence.

DEVELOPMENT AGREEMENT TERMS - HAECKERVILLE & SCHMOEKEK TRACTS

9. Soils & Residential Foundations

Soils: Geotechnical investigations shall be performed for the Projects in accordance with standard engineering practices. Development shall account for site-specific soil conditions through appropriate foundation design, street design standards, drainage improvements, and construction methods.

Residential Foundations: Residential Foundations within both the Projects shall be permitted and inspected with the City of Cibolo's third-party inspection company. Developer and City's third-party inspection company will contract directly and Developer will be responsible for inspection payment.

- **Foundation Standards:** All residential lots within both Projects shall be constructed in accordance with the City of Cibolo's adopted foundation design criteria as set forth in **Ordinance No. 1409**, except that perimeter footings shall meet the following requirement in the Building Code:

CHAPTER 18 SOILS AND FOUNDATIONS is hereby amended by amending 1809.4 to read as follows:

1809.4 Depth and width of footings. The minimum depth of exterior footings below the undisturbed ground surface shall be 24 inches. The minimum width of footings shall be 12 inches (305 mm).

10. Streets

Streets within both projects will be designed in accordance with the City of Cibolo's standards for construction. The City of Cibolo shall have the right but not the obligation to inspect the construction of all streets and drainage structures within both projects. The streets will be publicly accessible, but privately maintained by the MUD or HOA until such time as the City of Cibolo may exercise its right per the SPA to annex the developments.

11. Sanitary Sewer

Sanitary sewer service for the Haeckerville project shall be provided by the **City of Cibolo** ("Wastewater Collection and Transport Provider") as it is located in the City's wastewater Certificate of Convenience and necessity. The Schmoekel project is located in the GVSUD CCN; therefore, GVSUD has the right to request the City of Cibolo serve this tract subject to the terms and conditions in the Comprehensive Settlement Agreement ("CSA") between the City of Cibolo, Texas, and Green Valley Special Utility District, as may be amended, utilizing infrastructure connected to the **Cibolo Creek Municipal Authority (CCMA)** ("Wastewater Treatment Provider") system. Key provisions include:

DEVELOPMENT AGREEMENT TERMS - HAECKERVILLE & SCHMOEKEK TRACTS

- Capacity:** Total wastewater capacity for both Projects shall not exceed **1,400 Equivalent Dwelling Units (EDUs) for single family with an option to develop multi-family on 14.99 acres located on the Haeckerville Tract in lieu of 71 SF lots**, inclusive of any nonresidential or common area meters such as parks, amenity centers, and landscape irrigation.
- Developer Contribution Cap (Haeckerville):** Developer's pro rata fee for wastewater service on the Haeckerville project to the City of Cibolo shall be capped at **\$4,181 per EDU for single-family** based upon a pro-rata fee calculation by Freese & Nichols as shown in Table 4 (Project Utilization & Pro Rata Cost – West Tract Only) in its role as the City's consultant to perform an impact study for wastewater services. This amount shall be accepted by the City as full and final consideration for all wastewater impact fees, capacity charges, and connection fees for the **Haeckerville** Tract (Exhibit "1").

Table 4: Project Utilization & Pro Rata Cost – West Tract Only

Project	Capacity (MGD)	Projected Mosaic Flow (MGD)	% Utilized	Total Cost	Pro Rata Cost
Bolton Road LS & Expansion	9.72	0.799	8%	\$41,468,848	\$3,407,528
Total Cost per Connection					\$4,181

Table 5: Project Utilization & Pro Rata Cost – East and West Tract

Project	Capacity (MGD)	Projected Mosaic Flow (MGD)	% Utilized	Total Cost	Pro Rata Cost
Bolton Road LS & Expansion	9.72	1.35	14%	\$41,468,848	\$5,761,439
Bolton Road 30-inch Trunk Line	5.42	0.552	10%	\$4,371,920	\$445,262
24-inch Bolton Road Extension	4.35	0.552	13%	\$3,845,200	\$487,903
Total				\$49,685,968	\$6,694,605
Total Cost per Connection					\$4,858

- Developer Contribution (Schmoekel):** Developer's contribution for wastewater service for the **Schmoekel** Tract (Exhibit "2") is subject to GVSUD fees, policies, and standards based on the location of this property in the GVSUD CCN at this time. The City of Cibolo is not the wastewater CCN holder for this tract. If the City and GVSUD agree on an amendment to their wastewater CCN boundaries and place the **Schmoekel** Tract in the City of Cibolo's wastewater CCN, the Developer's total contribution to the City of Cibolo for wastewater service shall be calculated based

DEVELOPMENT AGREEMENT TERMS - HAECKERVILLE & SCHMOEKELE TRACTS

on the same factors as included in the Freese & Nichols report in its role as the City's consultant to perform an impact study for wastewater services.

- **Wastewater Transport Infrastructure to serve Schmoekel Tract:** If GVSUD requests the City of Cibola serve this tract subject to the terms and conditions in the Comprehensive Settlement Agreement, Developer is responsible for the cost to design and construct the wastewater interceptor from the planned lift station on the Haeckerville tract to the Schmoekel Tract consistent with the alignment shown in the City's adopted South Sanitary Sewer Master Plan (see Figure 5-1 and Table 5-1) and provide for easements on Schmoekel Tract for the continuation of the interceptor to the north end of the tract. Developer shall cooperate and agrees to design an oversized wastewater line in its construction plans as an "add alternate" that is consistent with the City's adopted South Sanitary Sewer Master Plan; the Developer shall provide the City with the construction plans for its review and approval prior to the project being bid. The City may elect to fund the oversizing of the wastewater line based on actual bid from a qualified contractor and shall enter into a separate reimbursement agreement with the Developer for the oversized wastewater line.
- **Allocation of Fees:** The \$4,181 per EDU on Haeckerville Tract contribution shall be exclusive to the City of Cibola collection system and does not include any CCMA impact fees. Developer acknowledges that there is a separate CCMA impact fee in addition to the \$4,181 per EDU contribution.
- **Timing of Fee Payment:** Developer shall pay all applicable impact fees and per-EDU utility contributions at the time of individual lot service connection.
- **City Capacity Commitment:** City shall reserve wastewater treatment capacity at the South CCMA WWTP in Phase I and future expansions necessary to serve the Projects as contemplated by this Agreement.
- **CIP Infrastructure:** City agrees to acquire required off-site easements and construct necessary sewer infrastructure to construct a wastewater interceptor from the CCMA South Wastewater Treatment Plant (WWTP) to the Haeckerville Tract and the lift station site pursuant to the City's adopted South Sanitary Sewer Master Plan, with service available no later than [insert date in development agreement] , subject to force majeure.
- **Lift Station & Easements:** Developer shall dedicate a site for a sanitary sewer lift station and necessary easements at no cost to the City at a mutually agreeable location within the Haeckerville site, and shall dedicate on-site sewer easements at no cost to the City as required.

DEVELOPMENT AGREEMENT TERMS - HAECKERVILLE & SCHMOEKEK TRACTS

12. Water

Potable Water Service shall be provided by the applicable retail water provider (**Green Valley Special Utility District**) consistent with existing certificates of convenience and necessity. Developer shall construct and dedicate all onsite water infrastructure and dedicate necessary easements.

13. Architectural Controls and Product Standards

Developer shall implement architectural and product standards substantially similar to **Exhibit "B"** and formally governed by **Exhibit "C"** as follows:

- **Masonry:** Homes within the Haeckerville Project shall provide a minimum of **eighty percent (80%) masonry** (where masonry is applicable) on front facades. Corner lots shall include three-sided masonry only to the extent reasonably visible from public rights-of-way. Final masonry placement and materials may vary by builder product.
- **Masonry (Schmoekel) – New Developer Concession from 4/8/2026 Workshop.** Homes within the Schmoekel Project shall provide a minimum of **eighty percent (80%) masonry** (where masonry is applicable) on front facades. Corner lots shall include three-sided masonry only to the extent reasonably visible from public rights-of-way. Final masonry placement and materials may vary by builder product.
- **Lot Mix:** The Haeckerville Project shall include an approximate 50% / 50% mix of 45- and 50-foot typical lot widths, with a minimum lot width of 45 feet. The final lot distribution may be adjusted by the Developer based on market conditions, engineering, or drainage considerations. The Schmoekel Project is currently planned as a 40-foot typical lot width community, with a minimum lot width of 40 feet.
- **Revised Landplans: New Developer Concession from 4/8/2026 Workshop**
Developer has revised the land plans for both the Haeckerville and Schmoekel Projects to reduce extended straight street segments through the incorporation of curvilinear alignments, offset intersections and to add cul-de-sac pockets at appropriate locations to improve traffic calming and lot livability; and to better account for existing natural grades, drainage features, and site topography. The overall layout of both Projects has been revised to reduce grid-pattern block structures in favor of a more varied street network, and the revised land plans are reflected in Exhibit "1A" (Haeckerville) and Exhibit "2A" (Schmoekel) attached hereto. Developer acknowledges that the street design improvements described herein represent a material commitment to design quality and community character as a condition of this Agreement.

DEVELOPMENT AGREEMENT TERMS - HAECKERVILLE & SCHMOECKEL TRACTS

- **Multifamily Option: New Developer Concession from 4/8/2026 Workshop**
Developer acknowledges the City Council's expressed interest in multifamily product within the Bolton Road corridor. Developer has configured the Haeckerville Project land plan such that approximately fifteen (15) acres fronting Bolton Road (the "Bolton Road Frontage Area"), as depicted on Exhibit "1", shall be reserved as a later-phase development area and shall not be platted or constructed as single-family residential product until the later stages of the Haeckerville Project buildout, thereby affording Developer time and flexibility to make commercially reasonable, good-faith efforts to solicit interest from a qualified multifamily or apartment developer for that area and represents that this configuration reflects Developer's good-faith effort to preserve a viable opportunity for such product consistent with market conditions. Nothing herein shall obligate Developer to develop the Bolton Road Frontage Area as multifamily, nor shall this Section be construed to require any rezoning or separate City approval for multifamily use as a precondition to any other term of this Agreement;
- **Alley Loaded Lots:** The City has indicated a preference for the inclusion of rear alley-loaded product within the Projects. The Developer has identified potential alley-loaded blocks within the Schmoekel Tract (**Exhibit "2A"**) and agrees to use commercially reasonable, good-faith efforts to incorporate such product through future builder negotiations. Notwithstanding the foregoing, any lots within either Project with a typical front lot width of less than 40 feet shall be developed exclusively as rear alley-loaded lots. Such Alley loaded lots will not be subject to the architectural requirements detailed in (**Exhibit "C"**).
- **Facade Variety:** Architectural variety shall be achieved through builder product mix and design guidelines administered by **Developer's Architectural Review Committee ("ARC")** and formally governed by (**Exhibit "C"**). Different elevations, materials, and floorplans will be used and appropriately mixed so that the same product is not next door to each other.
- **Exterior Color Variety New Developer Concession from 4/8/2026 Workshop:** No identical exterior color scheme shall be repeated on more than three (3) consecutive homes on the same side of a block face. The Developer's Architectural Review Committee (ARC) shall administer and enforce color variety standards through the builder approval process, using a palette of color schemes sufficient to ensure visual diversity across each block. Minor variations in shade, trim color, or accent features shall be considered in determining compliance. The ARC shall have reasonable discretion in administering this standard.

DEVELOPMENT AGREEMENT TERMS - HAECKERVILLE & SCHMOECKEL TRACTS

- **Tree Plantings:** Tree planting shall include one (1) tree per residential lot, to be planted in the front yard and located outside of all utility easements. Tree species shall be consistent with the City's Unified Development Code (UDC) approved tree species list.
- **Inspections:** City and Developer shall coordinate limited-purpose building inspection services solely to verify compliance with the architectural standards set forth in **Exhibit C** and the applicable provisions of this Development Agreement. Such inspections shall be narrowly scoped and shall not extend to general building code, zoning, or permitting enforcement beyond the express architectural and design criteria agreed herein. All inspection services shall be performed at Developer's sole cost pursuant to a separate agreement directly between Developer and the City's designated third-party inspection firm and the City shall not impose, assess, or apply any markup, surcharge, administrative fee, or other additional cost in connection with such inspections or any related approvals.
- **Compliance Monitoring and Enforcement – ARC and Compliance Template.** The architectural and development standards set forth in this Agreement and governed by **Exhibit "C"** shall be monitored and enforced through **Developer's Architectural Review Committee ("ARC")** utilizing a project-specific **Residential Architectural Standards Compliance Certificate and Checklist** ("Compliance Template"), the form of which shall be prepared by the City of Cibolo and incorporated as an exhibit to this Agreement prior to execution. The Compliance Template shall require each Builder Representative to certify compliance with each applicable standard prior to issuance of required permits. The City shall not issue a permit, or schedule a final inspection, unless the City confirms that the structure is in compliance with all applicable elements of the Compliance Template. All submittals, certifications, and City review determinations shall be documented through the Compliance Template process, and the ARC shall coordinate with the City's designated third-party inspection firm as contemplated under the limited-purpose inspection provisions of this Agreement.

14. Vested Rights and Governance

This Agreement shall serve as a vested rights development agreement pursuant to applicable Texas law and shall control over conflicting ordinances or policies. The Agreement shall bind successors and assigns.

- **Limited Purpose Inspections:** Developer shall coordinate with the City's third-party permit review provider for plumbing and exterior building inspections,

DEVELOPMENT AGREEMENT TERMS - HAECKERVILLE & SCHMOEKEL TRACTS

provided such inspections are limited to compliance with this Agreement and conducted under ARC oversight.

- **Vesting:** The Agreement shall confirm vesting for a minimum of 40' Feet Wide Lots without alley requirements for the Schmoekel Tract. The Projects are exempt and expressly granted relief from **City Ordinance No. 1261 Sec.19.4 Block Design (A)** in exchange for the development and architectural standards established herein. Unless otherwise stated in the terms of this development agreement, both projects will be built consistent with the applicable city ordinances and rules as of the time of the execution of this development agreement.

15. City Services & Fees

- **Solid Waste:** The Bolton Road MUD shall enter into a service contract with the City of Cibolo's designated solid waste collection provider for residential solid waste services within both Projects, pursuant to the MUD's authority under Texas Water Code Chapter 54. All residential units shall be served under such contract, subject to standard service terms and rates applicable to City customers.
- **Development Application Fees:** Developer agrees that in connection with the execution of this agreement, development agreement fees are payable to the City of Cibolo, calculated at \$33,015, plus any professional services fees incurred with the review and processing of this agreement. In addition, developer agrees to sign a professional services agreement with this development application that is an acknowledgement that the City uses engineering and legal consultants who have been and will be involved in the development and review of the agreement and that developer is responsible for the professional planning, engineering and/or legal fees charged to the City by third party planners, engineers, and attorneys.

16. Developer Contribution to Future City of Cibolo Fire Station

- **Fire Station Contribution — New Developer Concession from 4/8/2026 Workshop:**
Developer agrees to pay the City a fire station contribution of \$175.00 per residential lot or unit ("door") developed within both the Haeckerville and Schmoekel Projects. This contribution shall apply across both Projects and is intended to support fire protection infrastructure serving the development area. The timing, method, and collection mechanics of such payment shall be documented in the definitive Development Agreement or related utility documents in a manner appropriate for ETJ development.

DEVELOPMENT AGREEMENT TERMS - HAECKERVILLE & SCHMOEKEL TRACTS

17. Project Schedule

Developer anticipates construction and delivery of approximately **40–60 homes per year per Project**, subject to market conditions, infrastructure availability, and construction timelines. This schedule shall inform wastewater capacity planning and CIP sequencing.

Exhibits

Exhibit 1 - Haeckerville Landplan

Exhibit 2 – Schmoekel Landplan

Exhibit 2A – Schmoekel Landplan (Alley Option)

Exhibit A – Haeckerville Amenity Examples

Exhibit B – Elevation Mix Presentation

Exhibit C – Architectural Design and Product Mix Standards

Exhibit D – Bolton Road MUD – Final SPA

Exhibit E – Cibolo Sewer Cost Memo

Exhibit F – Major Thoroughfare Amendment – To Be processed



Table 5-1: CIP Summary

Project Number	Project Name	Cost
Short Term Projects		
1	New Bolton Road Lift Station with 18-inch/15-inch Force Mains (Alignment Option B)	\$ 37,748,848
2	30-inch Bolton Road Trunkline	\$ 4,371,920
3	8-inch Bolton Road Wastewater Main	\$ 677,300
4	24-inch South Haeckerville Road Trunkline (Alignment Option B)	\$ 4,737,712
5	Venado Lift Station Expansion	\$ 1,150,500
6	30-inch Pfannsteil Lane Trunkline (Alignment Option A)	\$ 3,653,937
7	24-inch Pfannsteil Lane Trunkline Extension (Alignment Option A)	\$ 5,317,049
8	18-inch Northwest Venado Wastewater Mains	\$ 3,816,500
Short Term Total		\$ 61,473,766
Intermediate Projects		
9	Bolton Road Lift Station Expansion	\$ 3,720,000
10	New Town Creek Lift Station and 20-inch Force Main	\$ 23,855,300
11	24-inch Bolton Road Trunkline Extension	\$ 3,845,200
12	New Pfannsteil Lift Station and Force Main	\$ 4,233,900
13	15-inch East Lower Seguin Road Trunkline	\$ 3,858,800
14	12-inch Schmoekel Road Wastewater Main	\$ 1,061,500
15	12-inch East Haeckerville Wastewater Main	\$ 1,180,600
16	12-inch Venado Crossing Wastewater Main	\$ 1,023,900
17	18-inch North Haeckerville Road Wastewater Main	\$ 2,068,600
18	24-inch Haeckerville Trunkline Extension	\$ 3,621,800
Intermediate Total		\$ 48,469,600
Long Term Projects		
19	18-inch Lower Seguin Road West Extension	\$ 2,816,200
20	15-inch Lower Seguin Road South Wastewater Extension	\$ 3,832,600
21	18-inch Concordia Lane Wastewater Mains	\$ 2,208,900
Long Term Total		\$ 8,857,700
CIP Total		\$ 118,801,066

Date: May 7, 2026

To: City of Cibolo

From: Oscar Michael Garza, PE, PTOE, PTP, RSP₁
David Martinez

Project: City of Cibolo Future Thoroughfare Plan (FTP) Classification Evaluation

INTRODUCTION

Legacy Engineering Group was retained to evaluate the classifications of the existing and proposed roadway connections to Interstate Highway 10 identified on the City of Cibolo Future Thoroughfare Plan (FTP) between Haeckerville Road & Zuehl Road. Figure 1 shows a snapshot of City of Cibolo FTP within the evaluation limits.

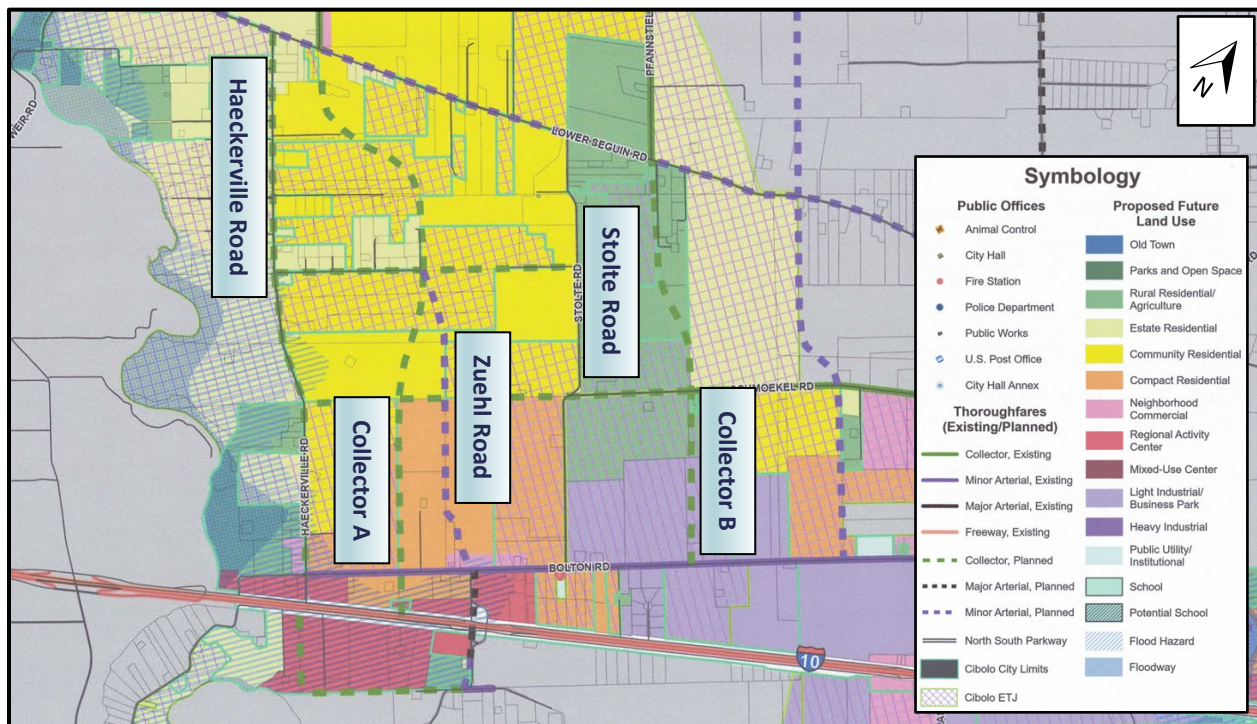


Figure 1 – City of Cibolo Future Thoroughfare Plan

As shown on Figure 1, Zuehl Road, a roadway that currently operates with a direct, full-access connection to Interstate Highway 10 via an interchange, is classified as a Minor Arterial Roadway (Planned) north of Bolton Road. Haeckerville Road, which currently operates with a limited, right-in/right-out connection to Interstate Highway 10, is classified as a Collector Roadway (Planned). An additional, currently unconstructed roadway (Collector A), is identified on the City of Cibolo FTP as a Collector Roadway (Planned) that would form a right-in/right-out connection to Interstate Highway 10.

Please note that a copy of the City of Cibolo Future Thoroughfare Plan has been included as an attachment to this document.

GUADALUPE COUNTY MAJOR THOROUGHFARE PLAN

Figure 2 shows the Guadalupe County 2025 Draft Major Thoroughfare Plan (MTP) within the surrounding area.

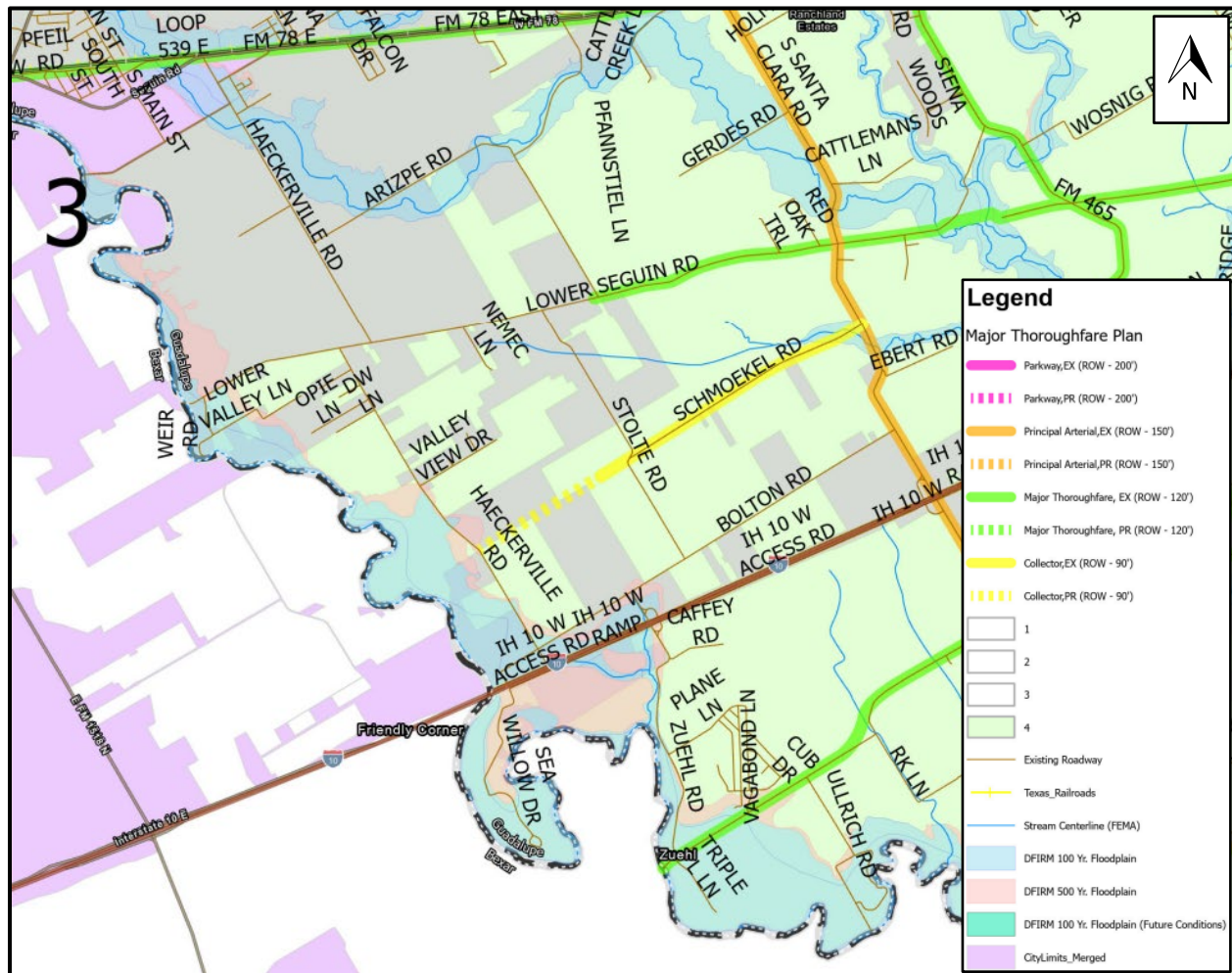


Figure 2 – Guadalupe County Major Thoroughfare Plan

As shown in Figure 2, Haeckerville Road & Zuehl Road are identified as Existing Roadways on the Guadalupe County 2025 Draft MTP. Collector A from the City of Cibolo FTP is not identified on the Guadalupe County 2025 Draft MTP.

Please note that a copy of the Guadalupe County MTP has been included as an attachment to this document.

ROADWAY SPACING & ACCESS EVALUATION

An evaluation of the access provided by the Future Thoroughfare Plan routes considered in this analysis was conducted. An exhibit illustrating the results of this evaluation is shown in Figure 3.

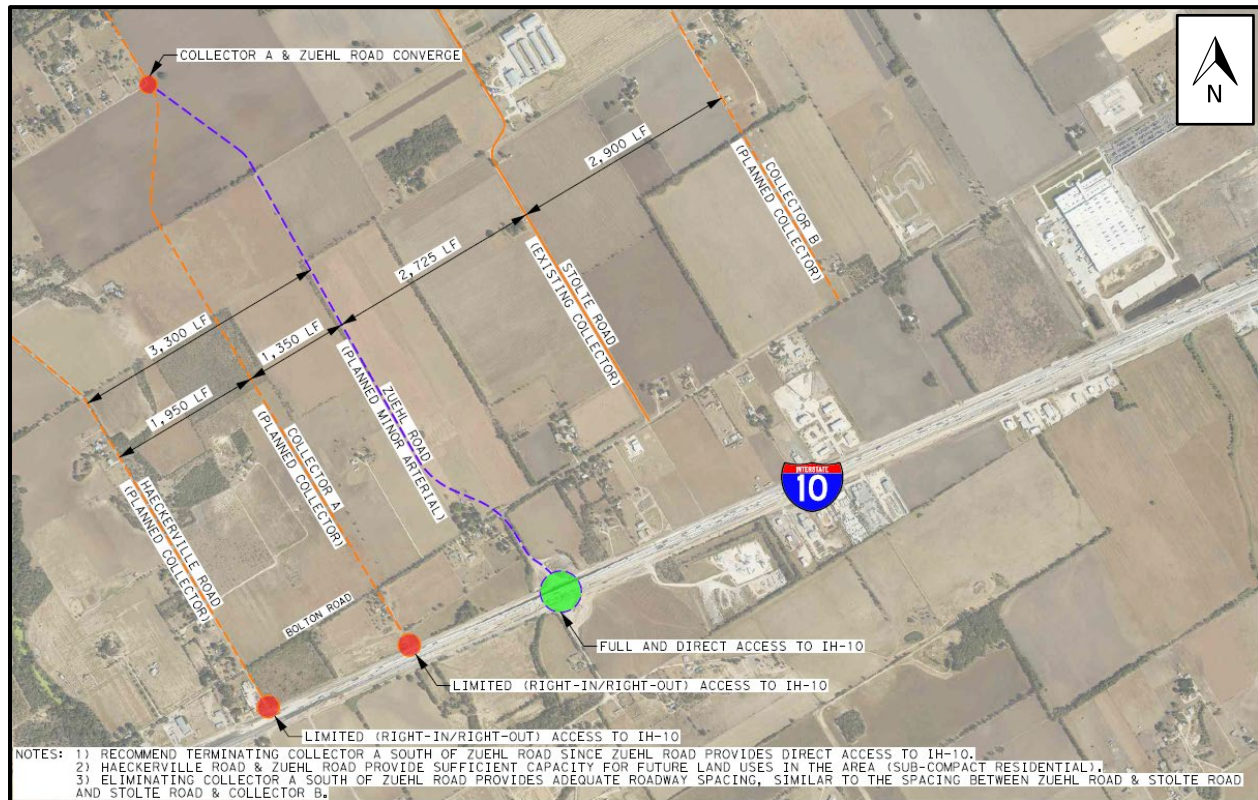


Figure 3 – Access Evaluation Exhibit

As shown in Figure 3, the Haeckerville Road and Collector A connections to Interstate Highway 10 are expected to be restricted to right-in/right-out operations, requiring motorists to utilize the nearest U-turn ramp or interchange to head eastward on Interstate Highway 10; however, the nearby Zuehl Road interchange has been reconstructed to provide motorists full and direct access to both directions of travel along Interstate Highway 10. Please note that the Haeckerville Road & Zuehl Road connections to Interstate Highway 10 are spaced approximately 3,330 LF apart.

Since Zuehl Road provides a full access connection to Interstate Highway 10 & converges with Collector A north of Schmoekel Road, it is recommended to terminate Collector A at the Zuehl Road & Collector A intersection. Terminating Collector A at this location provides adequate roadway spacing between Haeckerville Road & Zuehl Road (3,300 LF), similar to the spacing between Zuehl Road & Stolte Road, and Stolte Road & Collector B (2,900 LF).

Additionally, based on peak hour traffic data recently collected at the Haeckerville Road & Bolton Road and Zuehl Road & Interstate Highway 10 Westbound Frontage Road intersections, Haeckerville Road and Zuehl Road are expected to provide sufficient capacity for the anticipated future land uses within the area, which are primarily planned as sub-compact residential subdivisions.

Please note that a copy of the Roadway Spacing & Access Evaluation Exhibit has been included as an attachment to this document.

CONCLUSION & RECOMMENDATION

The primary purpose of this technical memorandum was to evaluate the classifications of the existing and proposed roadway connections to Interstate Highway 10 identified on the City of Cibolo Future Thoroughfare Plan (FTP) between Haeckerville Road & Zuehl Road.

The results of this analysis identified the following justifications for terminating Collector A south of the planned Collector A & Zuehl Road intersection:

- Zuehl Road provides full and direct access to both directions of travel along Interstate Highway 10, while the Collector A connection to Interstate Highway 10 would be restricted to right-in/right-out operations
- The adjacent Haeckerville Road connection to Interstate Highway 10 operates identically to the planned Collector A connection, requiring motorists to utilize the nearest U-turn ramp or interchange to head eastward on Interstate Highway 10
- Terminating Collector A south of Zuehl Road provides adequate roadway spacing between Haeckerville Road & Zuehl Road (3,300 LF), similar to the spacing between Zuehl Road & Stolte Road, and Stolte Road & Collector B (2,900 LF)
- Based on peak hour traffic data recently collected at the Haeckerville Road & Bolton Road and Zuehl Road & Interstate Highway 10 Westbound Frontage Road intersections, Haeckerville Road and Zuehl Road are expected to provide sufficient capacity for the anticipated future land uses within the area, which are primarily planned as sub-compact residential subdivisions

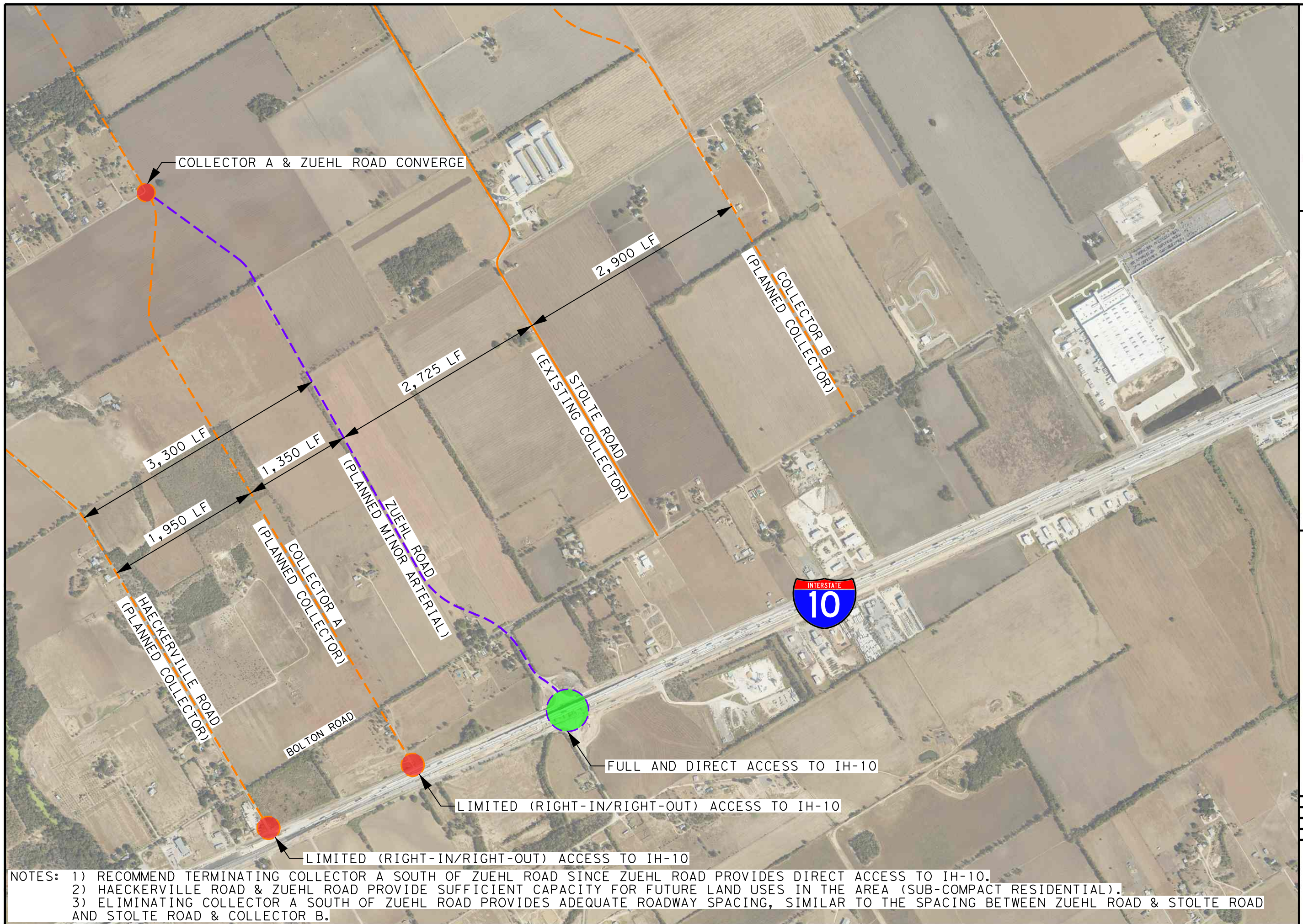
Based on the justification listed above, it is recommended to remove the portion of Collector A located south of Zuehl Road from the City of Cibolo Future Thoroughfare Plan.

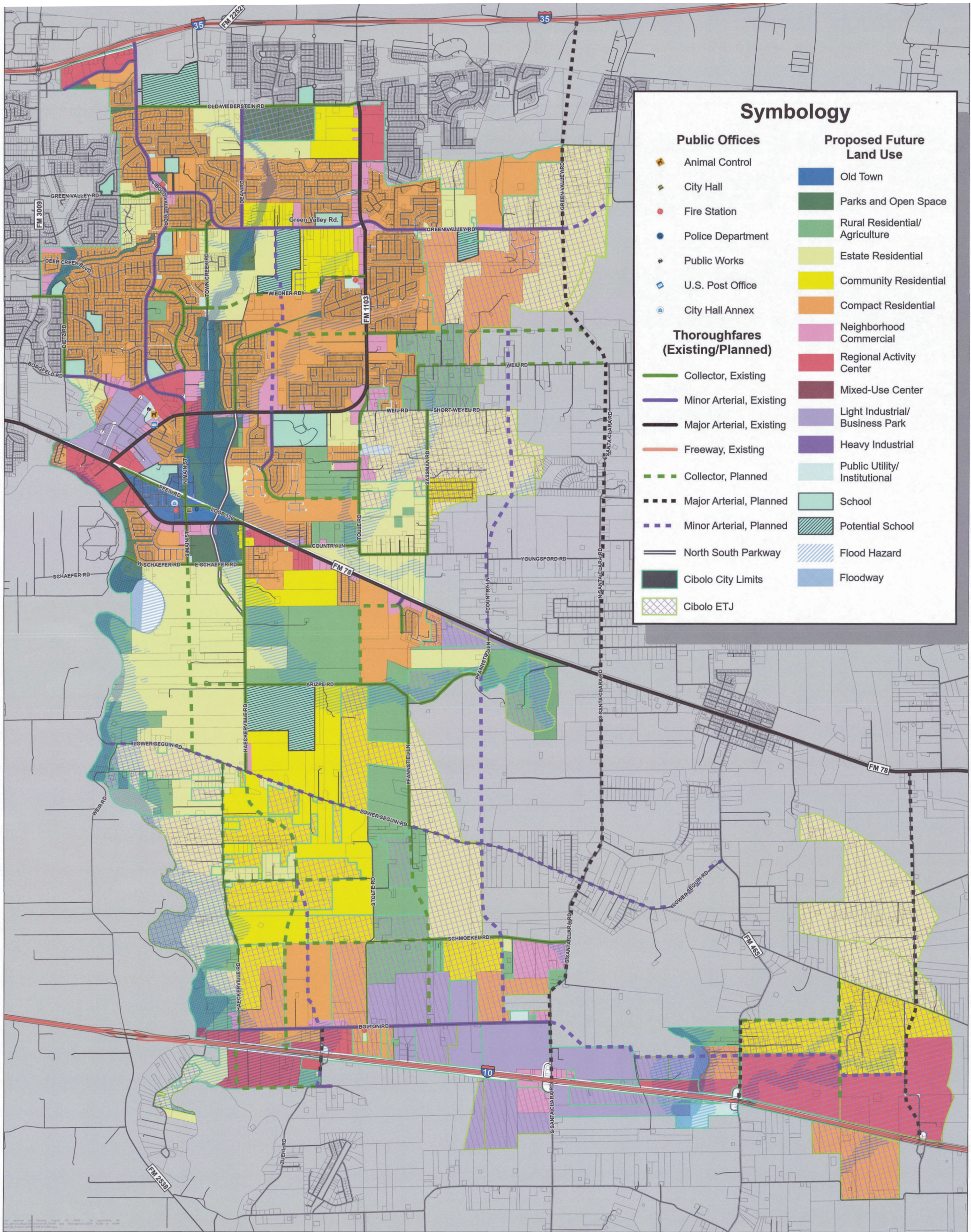


05/07/2026

Attachments:

1. Roadway Spacing & Access Evaluation Exhibit
2. City of Cibolo Future Thoroughfare Plan
3. Guadalupe County Major Thoroughfare Plan (2025 Draft)





Symbology

Public Offices	Proposed Future Land Use
Animal Control	Old Town
City Hall	Parks and Open Space
Fire Station	Rural Residential/Agriculture
Police Department	Estate Residential
Public Works	Community Residential
U.S. Post Office	Compact Residential
City Hall Annex	Neighborhood Commercial
Thoroughfares (Existing/Planned)	Regional Activity Center
Collector, Existing	Mixed-Use Center
Minor Arterial, Existing	Light Industrial/Business Park
Major Arterial, Existing	Heavy Industrial
Freeway, Existing	Public Utility/Institutional
Collector, Planned	School
Major Arterial, Planned	Potential School
Minor Arterial, Planned	Flood Hazard
North South Parkway	Floodway
Cibolo City Limits	
Cibolo ETJ	



1:23,000

Future Land Use and Thoroughfare Map

City of Cibolo

September 10th 2024

This is to certify this map as the Official Future Land Use Map/Future Thoroughfare Plan adopted on 10 Sept 2024 by the City Council of the City of Cibolo, Texas.

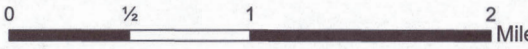
SIGNED: Mark Allen, Mayor

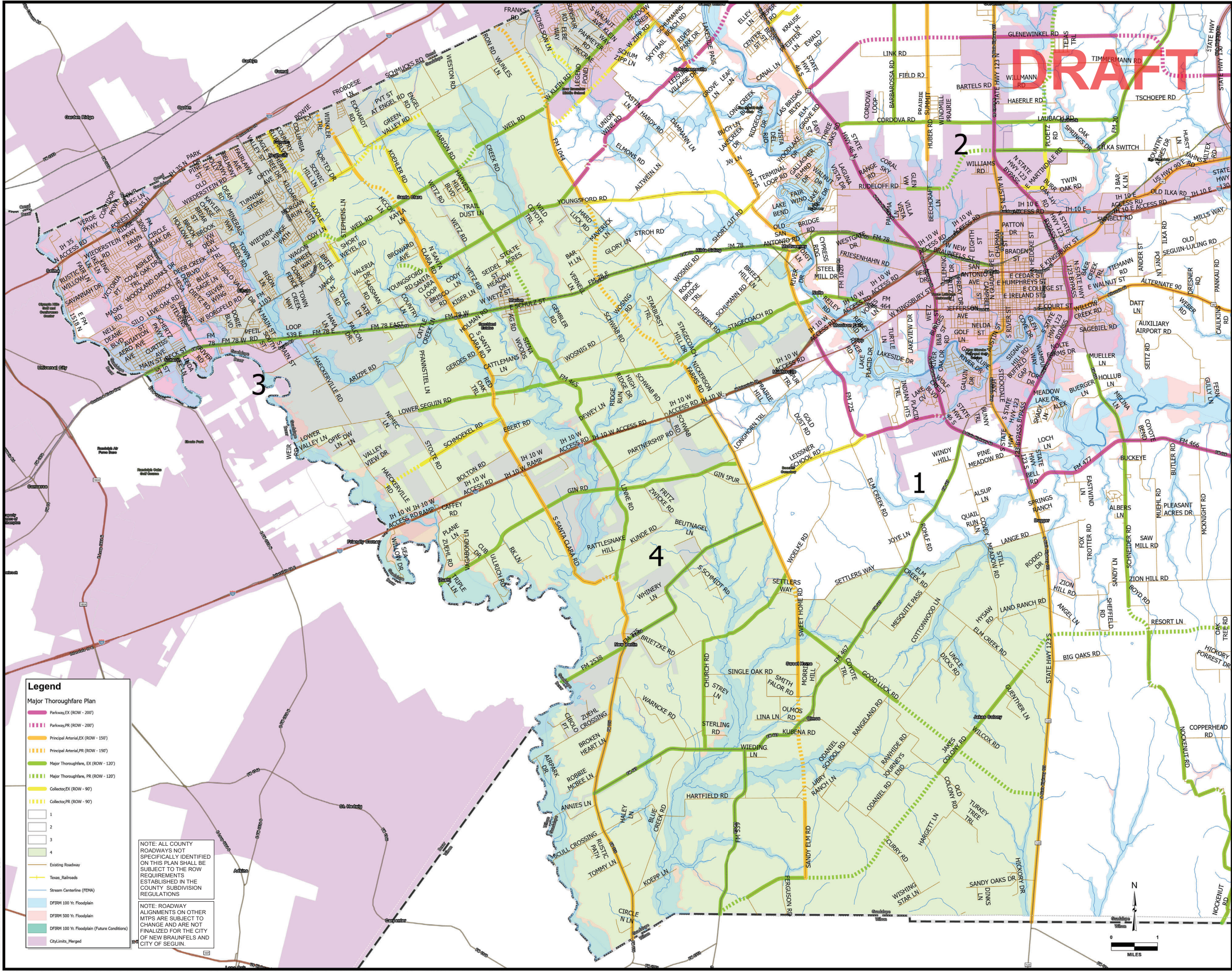
ATTEST: Peggy Cimics, City Secretary



DISCLAIMER: All geospatial data products on this page are for informational purposes only and are not suitable for legal, engineering, or surveying purposes. The City of Cibolo cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany these products. Boundaries do not represent an on-the-ground survey conducted by or under the supervision of a registered professional land surveyor and represents only the approximate relative location of property boundaries. These products may not reflect some data otherwise available. These products are not a substitute for obtaining a survey or other professional advice about a specific property, specific question, or situation.

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries

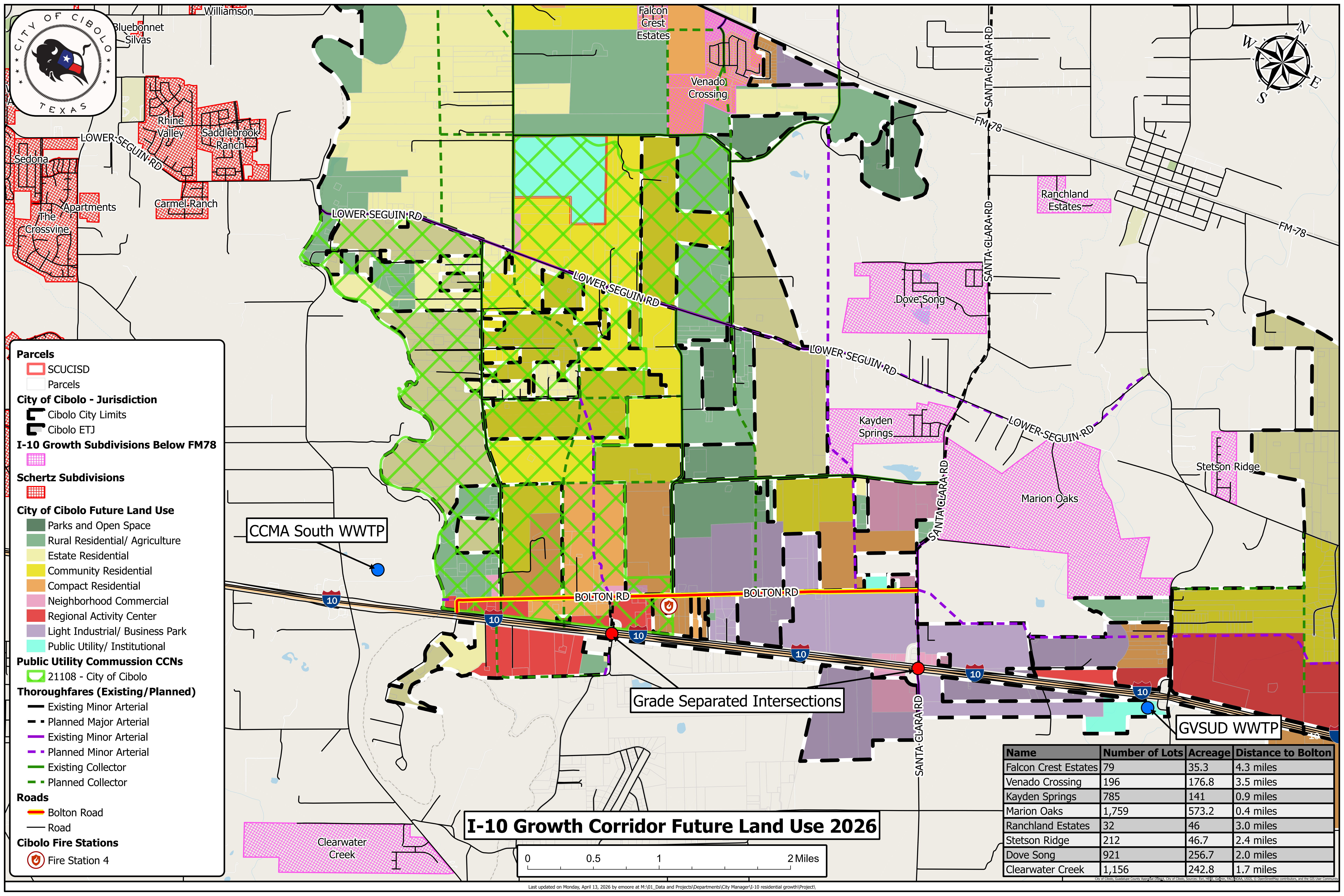




PAPE-DAWSON
2009 NW LOOP 430 | SAN ANTONIO, TX 78213 | 210.375.5000
TEXAS ENGINEERING FIRM #070 | TEXAS SURVEYING FIRM #1028200

GUADALUPE COUNTY
MAJOR THOROUGHFARE PLAN DRAFT - PRECINCT 4

PLAT NO. 127858-08
JOB NO. 127858-08
DATE Sep 2025
DESIGNER HS
CHECKED GW DRAMM HS
SHEET 1.0



Name	Number of Lots	Acreage	Distance to Bolton
Falcon Crest Estates	79	35.3	4.3 miles
Venado Crossing	196	176.8	3.5 miles
Kayden Springs	785	141	0.9 miles
Marion Oaks	1,759	573.2	0.4 miles
Ranchland Estates	32	46	3.0 miles
Stetson Ridge	212	46.7	2.4 miles
Dove Song	921	256.7	2.0 miles
Clearwater Creek	1,156	242.8	1.7 miles