



"City of Choice"

City Council Meeting

6:30pm - 11:55pm

Item 7B and Item 15G amended; Item 10C added

Tuesday, January 14, 2025, 6:30 PM

Est. Duration: 3 hr 25 min

200 S. Main St.

Cibolo, Texas 78108

**** Revised ****

1. Call to Order

2. Roll Call and Excused Absences

2A. Excused Absence

3. Invocation

4. Pledge of Allegiance

5. Farewell to departing Councilmembers

Council will take a small break for the Council, Staff and public to thank both Councilman Benson and Councilman Hetzel for their service to the City of Cibolo.

5A. Councilman Benson and Councilman Hetzel (Mayor Allen)

6. Oath of Office

6A. Councilwoman Donetta Roberts

7. Presentation of Awards/Recognitions

7A. Christopher "Jacob" Steinhauer (Public Works Dept) – 10 yr Service Award

7B. Richard "Rick" Mireles (Police Department) – 5 yr Service Award

8. Proclamation

8A. Proclamation for National Law Enforcement Appreciation Day (Councilman Roberts)

9. Citizens to be Heard

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. If anyone would like to make comments on any matter regarding the City of Cibolo or on an agenda item and have this item read at this meeting, please email citysecretary@cibolotx.gov or telephone 210-566-6111 before 5:00 pm the date of the meeting.

10. 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 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.)

10A. Approval of the minutes of the Regular City Council Meeting held on December 10, 2024.

10B. Approval of the minutes of the Canvass of the Run-Off Election held on December 19, 2024.

10C. Approval of the minutes of the Special Council meeting held on December 3, 2024.

11. Staff Update

11A. Administration

— a. Capital Improvement Program - Updates on Projects -Lower Seguin Road -Dean Road and Bolton Road -Green Valley Road - Low Water Crossing Improvement -Animal Services Facility - Public Safety Facility -Haeckerville Road and Town Creek Drainage -FY25 Street Rehabilitation Package 1 -FY25 Street Rehabilitation Package 2 -Town Creek Trail -Tolle Road -FM 1103 Phase I and Phase II

— b. RFP, RFQs, and RFBs -UDC Rewrite -Old Town -Solid Waste Franchise Agreement

11B. Police Department

11C. Fire Department

12. Discussion/Action

12A. Discussion/Action on Seeking Competitive Proposals for a Solid Waste Franchise Agreement. (Mr. Reed)

12B. Discussion/Action to approve a contract under the Master Professional Services Agreement with Freese and Nichols, Inc., for the Cibolo South Sanitary Sewer Master Plan and authorize the City Manager to execute the Agreement in the amount of One Hundred Fifty-Three Thousand One Hundred Eight-Eight Dollars (\$153,188.00). (Mr. Parsons)

- 12C. Discussion/Action to approve a contract under the Master Professional Services Agreement with Freese and Nichols, Inc., for an update to the City's Water, Wastewater, Roadway, and Drainage Impact Fees and authorize the City Manager to execute the Agreement in the amount of Three Hundred Eighteen Thousand Two Hundred Forty-Five dollars (\$318,245.00). (Mr. Parsons/Mr. Gomez)
- 12D. Discussion/Action on Capital Improvements Advisory Committee Requirements. (Mr. Reed)
- 12E. Discussion/Action regarding a proposed Land Study of the Schryver Tract subdivision. (Mr. Spencer)
- 12F. Discussion/Action on forming a Charter Review Committee. (Mayor Allen)
- 12G. Discussion/Action on traffic control for Green Valley Road at Schlather Intermediate School. (Councilwoman Sanchez-Stephens)
- 12H. Discussion/Action on the use of the Multi-Event Center and the parking around City Hall. (Councilman Hicks)
- 12I. Discussion/Presentation on the Cibolo Police Recruitment plan and current staffing vacancies in the sworn ranks. (Chief Andres)
- 12J. Discussion on the Flock Camera System. (Councilman Hicks)
- 12K. Discussion from Councilmembers that have attended seminars, events, or meetings. (Council)
- 12L. Discussion on items the City Council would like to see on future agendas. (Council)
- 12M. Discussion on the review and confirmation of all upcoming special meetings and workshops and scheduling the time, date, and place of additional special meetings or workshops. (Ms. Cimics)

13. Ordinances

- 13A. Approval/Disapproval of an Ordinance for a Conditional Use Permit request to allow a Manufactured Home Residential use for certain real property located at 2090 Pfannstiel Lane, legally described as ABS: 272 SUR: JOSE ROSA 8.6500 AC and ABS: 272 SUR: JOSE ROSA 1.5000 AC. (Mr. Spencer)
- 13B. Approval/Disapproval of an Ordinance for a request to change zoning from Office/Retail (C-3) to Estate Residential (SF-1) for certain real property located at 210 Tolle Road and 633 Tolle Road, legally described as ABS: 210 SUR: JERONIMO LEAL 9.0000 AC, ABS: 210 SUR: JERONIMO LEAL 0.5000 AC, and ABS: 210 SUR: JERONIMO LEAL 0.5000 AC. (Mr. Spencer)
- 13C. Approval/Disapproval of an Ordinance for a Waiver request to Unified Development Code (UDC) Section 19.4 Block Design for the proposed Schryver tract subdivision. (Mr. Spencer)
- 13D. Approval/Disapproval of an Ordinance amending Chapter 46, Cibolo Code of Ordinances, providing Definitions, Regulations, Enforcement Procedures, and Penalties regarding Junked Vehicles. (Mr. Vasquez)

14. Resolution

- 14A. Approval/Disapproval of a Resolution of the City of Cibolo authorizing the donation of used or obsolete fire hose and personal protective equipment to the Texas Forest Service Helping Hands Program. (Chief Troncoso)

15. Executive Session

The City Council will meet in Executive Session as Authorized by the Texas Gov't Code Section 551.071, Consultation with Attorney, 551.087 Economic Development and 551.074 Personnel Matters to discuss the following:

15A. Evaluation of the City Secretary

15B. Project Spur

15C. Project Athletic

15D. SB 2038 litigation related to the constitutionality of legislation allowing ETJ property owners to seek removal from the city's ETJ based on a single, unilateral petition, and related treatment of petitions received by the City, while litigation continues.

15E. Legal opinion on homes in the City of Cibolo that are uninhabitable and still occupied.

15F. City Manager's duties in relation to Human Resources matters, technology matters and related support, document retention, city charter division of responsibilities, and related procedures.

15G. Legal advice regarding the Equal Employment Opportunity Commission Claim No. 451-2024-01843, as well as pre-litigation claims concerning the termination of a city employee.

16. Open Session

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

17. Adjournment

17A. Adjourn Meeting

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



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 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 _____2024.

Name and Title

Date Posted: January 10, 2025



City Council Regular Meeting Staff Report

A. Proclamation for National Law Enforcement Appreciation Day (Councilman Roberts)

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Proclamation Item: 8A.
From	
Thedrick Andres, Chief of Police	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

On Thursday, January 9, 2025, the City of Cibolo, Texas, calls upon all citizens of the City of Cibolo to recognize this day as "National Law Enforcement Appreciation Day," and show their support of our Cibolo Police Officers.

STAFF RECOMMENDATION:

Staff request for the Council's approval to recognize Thursday, January 9, 2025, as "National Law Enforcement Appreciation Day."

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[Law Enforcement Appreciation Day Proclamation.pdf](#)

WHEREAS, the health and safety of the citizens of the City of Cibolo, Texas is important to the happiness, prosperity, and well-being of our City's families and community; and

WHEREAS, the City of Cibolo, Texas, is the proud home of dedicated police officers who put their lives on the line to keep our community safe; and

WHEREAS, these officers stand as leaders and teachers, educating the community about the importance of public safety; and

WHEREAS, the City of Cibolo, Texas, appreciates the extraordinary efforts and sacrifices made by officers and their family members on a daily basis in order to protect our schools, workplaces, roadways, and homes; and

WHEREAS, National Law Enforcement Appreciation Day is an opportunity to show our support for law enforcement.

NOW THEREFORE, BE IT RESOLVED, that we, the Mayor and City Council of the City of Cibolo, on behalf of the citizens of the City of Cibolo, do hereby proclaim Thursday, January 9th, 2025, as

"NATIONAL LAW ENFORCEMENT APPRECIATION DAY"

in the City of Cibolo and call upon all citizens of the City of Cibolo to show their support of our Cibolo Police Officers.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the State of Texas to be affixed this XX of XXXXX 2025.

City of Cibolo Mayor Mark Allen



CIBOLO CITY COUNCIL
CIBOLO MUNICIPAL BUILDING
200 S. Main
Cibolo, Texas 78108
December 10, 2024
6:30 p.m. to 10:30 p.m.

MINUTES

1. Call to Order – The 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 Roberts, Councilman Mahoney, Councilwoman Cunningham (arrived 7:09pm), Councilwoman Sanchez-Stephens, Councilman Hetzel, and Councilman Hicks.
3. Invocation by Pastor John Minton
4. Pledge of Allegiance – All in attendance recited the Pledge of Allegiance.
5. Presentation of Awards/Recognition
 - A. Citizens Police Academy Recognition.

Officer Mireles was recognized for his service to the Cibolo Police Department. He was given a Certificated of Recognition by the Office of U.S. Congressman Henry Cuellar.
6. Proclamation
 - A. Proclamation for Steele Knight Football Team.

Councilman Roberts read the Proclamation for the outstanding season of the Steele Knights Football Team.
 - B. Proclamation for Everyday Fellowship’s Contributions to the Community. (Mayor Allen)

Councilman Hicks read the Proclamation for Everyday Fellowship’s Contributions to the Community.
7. Public Hearing
 - A. Conduct a public hearing regarding a Conditional Use Permit request to allow a Manufactured Home Residential use for certain real property located at 2090 Pfannstiel Lane, legally described as ABS: 272 SUR: JOSE ROSA 8.6500 AC and ABS: 272 SUR: JOSE ROSA 1.5000 AC.

Mayor Allen opened the public hearing at 6:57 p.m. Mr. Spellars the property owner informed the council he was just trying to preserve the farm. Mr. Roberson stated that he was familiar with this property and was in favor of the Conditional Use Permit. The Mayor closed the public hearing at 7:02 p.m.

- B. Conduct a public hearing regarding a request to change zoning from Office/Retail (C-3) to Estate Residential (SF-1) for certain real property located at 210 Tolle Road and 633 Tolle Road, legally described as ABS: 210 SUR: JERONIMO LEAL 9.0000 AC, ABS: 210 SUR: JERONIMO LEAL 0.5000 AC, and ABS: 210: SUR JERONIMO LEAL 0.5000 AC.

Mayor Allen opened the public hearing at 7:05 p.m. Mr. Kruegar stated that the zoning was changed as the Tolle Road was going by this property. Do to configuration of the property he would not be able to sell the land as Office/Retail and would like to go to the Estate Residential (SF-1). Mayor Allen closed the public hearing at 7:08 p.m.

8. Citizens to be Heard

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The following individuals spoke during this item. Ms. Titterington from the Chamber stated that she was looking forward to MC the Cibolo Parade again this year. There have been 8 ribbon cuttings scheduled for next month and half are in Cibolo. January is the State of the Chamber 20th anniversary. Mr. West spoke on his displeasure at the Council meeting of December 3rd. He spoke about Councilwoman Cunningham's remarks and those of Councilman Hicks. Mr. West also mention the way Councilman Benson had to leave the Council Chambers. Mr. Johnson a student at Dobie in Cibolo introduced himself and informed the City Council that he was a proud member of the Family Career and Community Leader Club. The club prepares young people for future success. He would like the Club and Council to work together on future projects. The City Secretary's office read an email from Ms. Harper. Ms. Harper also spoke on the December 3rd meeting. She stated it was unbecoming for things to transpire the way it did. Ms. Harper states this isn't a place for games and best friends lor egos and grudges, it's a place for governance and handling business like professionals to make this a great place to live, raise a family, and do business.

9. 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 Regular City Council Meeting held on November 12, 2024.
- B. Approval of the minutes of the Special City Council Meeting held on November 18, 2024.
- C. Approval of the August 2024 Check Register pending final acceptance of the City's financial audit for the 23/24 fiscal year.

- D. Approval of the August 2024 Revenue & Expense Report pending final acceptance of the City's financial audit for the 23/24 fiscal year.
- E. Approval of the Final Plat of Buffalo Crossing II Knights Crossing Phase 2 subdivision.

Councilman Mahoney made the motion to approve the consent agenda. The motion was seconded by Councilman Roberts. For: All; Against: None. The motion carried 7 to 0.

10. Staff Update

A. Administration.

- a. Recruitment Updates (PW Director and Director of Planning and Economic Development)
- b. Holiday Parade - Saturday, December 14th
- c. CCMA Wastewater Tour – Tour will be in late January or February.
- d. Capital Improvement Program – Updates on Projects

Lower Seguin Rd – Phase 1 & 2 first lift completed and open to traffic. Phase 3 started December 2, 2024.

Tolle Rd – LAN continue to work on Drainage and Roadway Design. Staff continues to work with property owners on ROE approvals, Sewer design has been approved by TCEQ.

Dean Rd and Bolton Rd – No new update.

Green Valley Rd – Unforeseen issues were encountered. Issues have been resolved and Project is back under construction. First lift of Asphalt scheduled to be completed December 23, 2024.

Animal Care Facility – Modular Building was delivered October 22nd. Site work begins December 16th by PMGR

Town Creek Drainage – Fencing is being completed. Walk-through will be scheduled once fencing is completed.

- e. RFP, RFQs, and RFBs – FY25 Street Rehabilitation Packet 1 out for bid.

B. Police Department - In packet.

C. Animal Services – In packet.

11. Discussion/Action

A. Discussion/Action on acceptance of a \$20,000 Grant Award under the GVEC Power Up Program.

Councilman Hicks made the motion to approve the acceptance of a \$20,000 Grant Award under the GVEC Power Up Program. The motion was seconded by Councilwoman Sanchez-Stephens. For: All; Against: None. The motion carried 7 to 0.

B. Discussion/Action on the appointments to the Board of Adjustment and Historic Committee.

Councilwoman Cunningham made the motion to appoint Mr. Langham to the Board of Adjustment. The motion was seconded by Councilman Hicks. For: All; Against: None. The motion carried 7 to 0. Councilman Hicks made the motion to appoint Ms. Rogers to the

Parks Committee and the Board of Adjustment. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 7 to 0. Councilwoman Cunningham made the motion to appoint Ms. Rose to the Historic Committee. The motion was seconded by Councilman McGlothlin. For: All; Against: None. The motion carried 7 to 0.

- C. Discussion/Action and approval of a Financing Plan for the sale of Certificates of Obligation, Series 2025 and General Obligation Bonds, Series 2025.

Councilman Hicks made the motion to approve a Financing Plan for the sale of Certificates of Obligation, Series 2025 and General Obligation Bonds, Series 2025. The motion was seconded by Councilwoman Sanchez-Stephens. For: All; Against: None. The motion carried 7 to 0.

- D. Discussion/Action on the appointment of a Mayor Pro-Tem.

Councilman Mahoney made the motion to appoint Councilman Roberts as Mayor Pro-Tem. The motion was seconded by Councilman Hetzel. For: Councilman Hetzel, Councilman Mahoney, and Councilman McGlothlin; Against: Councilwoman Cunningham, Councilwoman Sanchez-Stephens, and Councilman Hicks. Councilman Roberts abstain from the vote. Mayor Allen was allowed to vote as it was a tie vote. Mayor Allen voted in favor of Councilman Roberts. Motion carried 4 to 3.

- E. Discussion/Action on ARPA funding and upcoming December 31, 2024, obligation deadline, including authorization of remaining ARPA Funds to other projects.

Councilwoman Cunningham made the motion to approve ARPA funding and upcoming December 31, 2024, obligation deadline, including authorization of remaining ARPA Funds to other projects. with the stipulation that funding in the General Fund by using ARPA for the Schertz dispatch ILA, should only be used for one-time costs. Any budget amendments for General Fund for use of that funding will go through City Council. The motion was seconded by Councilwoman Sanchez-Stephens. Before the vote was completed Councilwoman Cunningham made the motion to rescind her motion. That motion was seconded by Councilman McGlothlin. For: All; Against: None. The motion carried 7 to 0. Councilwoman Cunningham made the motion to approve ARPA funding and upcoming December 31, 2024, obligation deadline, including authorization of remaining ARPA Funds to other projects. with the stipulation that funding in the General Fund by using ARPA for the Schertz dispatch ILA, should only be used for one-time costs. Any budget amendments for General Fund for use of that funding will go through City Council and to remove EDC Fiscal Impact Study and use that \$42,500 for sidewalks. The motion was seconded by Councilwoman Sanchez-Stephens. For: All; Against: None. The motion carried 7 to 0.

- F. Discussion/Action on FY25 Budget regarding Employee Market Adjustments, including Proposition C, and Personnel Merit Increases.

Councilwoman Cunningham made the motion to approve FY25 Budget regarding Employee Market Adjustments, including Proposition C, and Personnel Merit Increases. The motion was seconded by Councilman Hicks. For: All; Against: None. The motion carried 7 to 0.

- G. Discussion/Action to approve a Professional Services Agreement with Kendig Keast Collaborative for the Unified Development Code (UDC) Rewrite and authorize the City Manager to execute the Agreement in the amount of Two Hundred Forty-Nine Thousand, Eight Hundred and Sixty-Two Dollars (\$249,862.00).

Councilman Hicks made the motion to approve a Professional Services Agreement with Kendig Keast Collaborative for the Unified Development Code (UDC) Rewrite and authorize the City Manager to execute the Agreement in the amount of Two Hundred Forty-Nine Thousand, Eight Hundred and Sixty-Two Dollars (\$249,862.00). The motion was seconded by Councilman Hetzel. For: All; Against: None. The motion carried 7 to 0.

- H. Discussion/Action to allow the City Manager to execute a contract with OpenGov to purchase Project Management and Asset Management software for the Public Works Department in the amount of Two Hundred and Two Thousand, Nine Hundred and Fifty-Five Dollars and Seventy-Two Cents (\$202,955.72)

Councilman Hicks made the motion to approve the City Manager to execute a contract with OpenGov to purchase Project Management and Asset Management software for the Public Works Department in the amount of Two Hundred and Two Thousand, Nine Hundred and Fifty-Five Dollars and Seventy-Two Cents (\$202,955.72). The motion was seconded by Councilman Roberts. For: All; Against: None. The motion carried 7 to 0.

- I. Discussion/Action for the purchase of boring and underground work services with JT Underground and Utility Construction Inc. and authorizing the City Manager to execute a purchase order for \$54,980.00.

Councilman Hicks made the motion to approve the purchase of boring and underground work services with JT Underground and Utility Construction Inc. and authorizing the City Manager to execute a purchase order for \$54,980.00. The motion was seconded by Councilman Hetzel. For: Councilman McGlothin, Councilman Roberts, Councilman Mahoney, Councilwoman Sanchez-Stephens, Councilman Hetzel, and Councilman Hicks. Councilwoman Cunningham was not present for this item. The motion carried 6 to 0.

- J. Discussion/Action to approve a Professional Services Agreement with TischlerBise, Inc for the creation of a Fiscal Impact Model and authorize the City Manager to execute the agreement in the amount of Eighty-Nine Thousand, Eight Hundred dollars (\$89,800.00).

Councilman Hicks made the motion to table this item. The motion was seconded by Councilman Mahoney. For: Councilman McGlothin, Councilman Roberts, Councilman Mahoney, Councilwoman Sanchez-Stephens, Councilman Hetzel, and Councilman Hicks. Councilwoman Cunningham was not present for this item. The motion carried 6 to 0.

- K. Discussion/Action on the Preliminary Plat of Cibolo Farms Unit 3 subdivision.

Councilman Roberts made the motion to approve the Preliminary Plat of Cibolo Farms Unit 3 subdivision. The motion was seconded by Councilman McGlothin. For: Councilman McGlothin, Councilman Roberts, Councilman Mahoney, Councilwoman Sanchez-Stephens, and Councilman Hetzel; Against: Councilman Hicks. Councilwoman Cunningham was not present for this item. The motion carried 5 to 1.

- L. Discussion/Presentation on the Cibolo Police Recruitment plan and current staffing vacancies in the sworn ranks. (Chief Andres)
- M. Discussion/Presentation on TCEQ Service Line Material Requirements and Tri-Annual Review. (Mr. Parsons)
- N. Discussion on the contract with Relentless Soccer and the parking around City Hall. (Councilman Hicks)
- O. Discussion from Councilmembers that have attended seminars, events, or meetings. (Council)
- P. Discussion on items the City Council would like to see on future agendas. (Council)

- Q. Discussion on the review and confirmation of all upcoming special meetings and workshops and scheduling the time, date, and place of additional special meetings or workshops.
(Ms. Cimics)

Items 11L through 11Q the City Council was not able to complete as the completion time of the meeting had ended. These items will be placed on the next agenda.

12. Resolution

- A. Approval/Disapproval of a Resolution authorizing and approving publication and posting of a Notice of Intention to issue the City's Certificates of Obligation in a maximum principal amount not to exceed \$11,500,000 and other matters in connection therewith.

Councilman Hicks made the motion to approve the Resolution authorizing and approving publication and posting of a Notice of Intention to issue the City's Certificates of Obligation in a maximum principal amount not to exceed \$11,500,000 and other matters in connection therewith. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 7 to 0.

- B. Approval/Disapproval of a Resolution of the City of Cibolo authorizing the City Manager to sign an Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project.

Councilman Hicks made the motion to approve the Resolution of the City of Cibolo authorizing the City Manager to sign an Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project. The motion was seconded by Councilwoman Sanchez-Stephens. For: All; Against: None. The motion carried 7 to 0.

- C. Approval/Disapproval of a Resolution of the City of Cibolo casting Cibolo's 236 votes to Mr. Richard "Dick" Hetzel for the Guadalupe Appraisal District Board of Directors.

Councilman Roberts made the motion to approve the Resolution of the City of Cibolo casting Cibolo's 236 votes to Mr. Richard "Dick" Hetzel for the Guadalupe Appraisal District Board of Directors. The motion was seconded by Councilman McGlothlin. For: Councilman McGlothlin, Councilman Roberts, and Councilman Mahoney; Against: Councilwoman Cunningham, Councilwoman Sanchez-Stephens, and Councilman Hicks; Abstained: Councilman Hetzel. Mayor Allen was able to vote to break the tie. Mayor Allen voted to approve the votes for Mr. Hetzel. The motion carried 4 to 3.

13. Executive Session

The City Council will meet in Executive Session as Authorized by the Texas Gov't Code Section 551.071, Consultation with Attorney, 551.087 Economic Development and 551.074 Personnel Matters to discuss the following:

- A. Project Athletic.
- B. Evaluation of the City Manager and City Secretary.

Council convened into Executive Session at 9:29 p.m. to discuss item 13B. Item 13A was pulled for the agenda.

14. 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.

The Council reconvened into Regular Session at 10:27 p.m. Mayor Allen stated that they did not get to the City Secretary's evaluation and that will be placed on the January 14, 2025 agenda. Councilman Roberts made the motion to extend Mr. Reeds contract to December 31, 2026 and to increase his salary by 4%. The motion was seconded by Councilman Mahoney. For: Councilman McGlothin, Councilman Roberts, Councilman Mahoney, Councilwoman Cunningham, and Councilman Hetzel; Against: Councilwoman Sanchez-Stephens and Councilman Hicks. The motion carried 5 to 2.

15. Adjournment

Councilman Roberts made the motion to adjourn the meeting at 10:29 p.m. The motion was seconded by Council Mahoney. For: All; Against: None. The motion carried 7 to 0.

PASSED AND APPROVED THIS 14TH DAY OF JANUARY 2025.

Mark Allen
Mayor

ATTEST:

Peggy Cimics, TRMC
City Secretary



City Council Regular Meeting Staff Report

B. Approval of the minutes of the Canvass of the Run-Off Election held on December 19, 2024.

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Consent Agenda - Consent Items (General Items) Item: 10B.
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

[121924 Canvassing Minutes.pdf](#)



**CITY COUNCIL CANVASSING
THE DECEMBER 14TH RUN-OFF ELECTION**

Cibolo City Hall
200 S. Main St.
Cibolo, Texas 78108
December 19, 2024
3:00 p.m. to 3:20 p.m.

Minutes

1. Call to order – Canvassing Meeting was called to order at 3p.m.
2. Roll Call – Members Present: Mayor Allen, Councilman Roberts, Councilman McGlothin, Councilman Mahoney, and Councilman Hetzel.
3. Certification/Canvassing of the December 14, 2024 Run-Off Election

Reading will include Early Votes, Election Day Votes, Absentee Votes, Total amount of citizens that voted, and Percentage of Vote.

Ms. Chapman from the City Secretary's Office read off the results of the December 14, 2024 Run-Off Election.

NAME	TOTAL	VOTE%	ELECTION DAY	EARLY VOTING	ABSENTEE
Charles Ruppert	138	33.50%	34	45	59
Donette Roberts	274	66.50%	77	132	65
Total Votes Cast	412	100.00%	111	177	124

4. Council approving the results of the December 14, 2024 Election as presented by the City Secretary.

Councilman Roberts made the motion approving the results of the December 14, 2024, Run-Off Election. Motion was seconded by Councilman McGlothin. For: All; Against: None. Motion carried 4 to 0.

5. Adjournment – Councilman Roberts motion to adjourn at 3:03 p.m. Motion seconded by Councilman McGlothin. For: All; Against: None. Motion carried 4 to 0.

PASSED AND APPROVED THIS 14TH DAY OF JANUARY 2025

Mark Allen
Mayor



City Council Regular Meeting Staff Report

C. Approval of the minutes of the Special Council meeting held on December 3, 2024.

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Consent Agenda - Consent Items (General Items) Item: 10C.
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

[120324 Special Council Minutes.pdf](#)



CITY COUNCIL SPECIAL MEETING

Cibolo City Hall
200 S. Main St.
Cibolo, Texas 78108
December 3, 2024
6:30 p.m. to 10:00 p.m.

MINUTES

1. Call to Order – The meeting was called to order by Mayor Allen at 6:30 p.m.
2. Roll Call and Excused Absences – Members Present: Mayor Allen, Councilman Benson, Councilman Roberts, Councilman Mahoney, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, Councilman Hetzel, and Councilman Hicks.
3. Invocation – The Invocation was given by Councilman Hicks.
4. Pledge of Allegiance – All in attendance recited the Pledge of Allegiance.
5. Citizens to be Heard

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. 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. If anyone would like to make comments on any matter regarding the City of Cibolo or on an agenda item and have this item read at this meeting, please email citysecretary@cibolotx.gov or telephone 210-566-6111 before 5:00 pm the date of the meeting.**

The following individuals spoke during this item: Mr. Sherman congratulated Councilwoman Cunningham, Councilwoman Sanchez-Stephens on their re-election. He also congratulated newly elected Mr. McGlothlin for his election to Council Place 1. Ms. Roberts also congratulated all three candidates that had won their seat in the November 5th election. Ms. Roberts also informed the council and audience that she is in a run-off election for the At-Large Place 6. She informed everyone on early voting and the election day of December 14th at Cibolo Fire Station #2 on Cibolo Valley Drive.

6. Oath of Office to newly Elected Councilmembers
 - A. Place 1 Jeff McGlothlin

B. Place 4 Katie Cunningham

C. At Large Place 5 Norma Sanchez-Stephens

Prior to the Oath of Office given a motion was made by Councilwoman Cunningham to go into Executive Session to discuss item 8A which would cover old business before new council is given the Oath of Office. The motion was seconded by Councilman Hicks. After discussion on this a roll call vote was taken. For: Councilman Benson, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, and Councilman Hicks; Against: Councilman Roberts, Councilman Mahoney, and Councilman Hetzel. The motion carried 4 to 3. Mayor Allen did not go into the Executive Session at this time. The City Secretary was asked to give the Oath of Office to Mr. McGlothlin approximately at 8 p.m. while the other members of council were still in Executive Session.. Mayor Allen did attend the Executive Session after the Oath of Office was given to Mr. McGlothlin.

After returning from Executive Session at 8:34 p.m. the Oath of Office was given to both Councilwoman Cunningham, Place 4 and Councilwoman Sanchez-Stephens, At-Large Place 5. Flowers were presented to both Councilmembers by the City Secretary's Office.

7. Farewell to outgoing Council. – Council Benson had already left the building before he could be given his gift for serving the citizens of Cibolo for the past three years as Councilman for Place 1. Councilman Hicks did speak on this item. He stated that Councilman Benson not only served as a Councilmember, but he also was on the Planning & Zoning Commission and several other committees. Councilman Hicks stated that Councilman Benson was an avid reader and read the items in his packet prior to a meeting. He came prepared and he did his research. Councilwoman Sanchez-Stephens also express her gratitude to Councilman Benson for his service to the City of Cibolo. She also stated that he spent many hours away from his family serving his community.

8. Executive Session

The City Council will convene 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:

A. The evaluation of the City Manager/City Secretary.

The Council convened into Executive Session at 6:45 p.m.

At approximately 8 p.m. the Oath of Office was given to Mr. McGlothlin as his family and friends needed to leave the meeting. After taking the Oath, he was allowed to go into the Executive Session and Councilman Benson was required to leave. Chief Andres went to the Executive Room to make sure former Councilman Benson left as he was no longer allowed to stay in the back. T.G. Benson left the building before the Council, Staff or Public were able to thank him for his service to the City of Cibolo. Council reconvened into Regular Session at 8:34 p.m. No action was taken, and this item will be back on the agenda for December 10, 2024 meeting.

B. The duties of the City Manager as generally described in the City Charter.

Council convened into Executive Session at 8:47 p.m.

9. 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 Regular Session at 9:39 p.m. No action was taken. This item will be back on the agenda in January 2025.

10 Discussion/Action on the process and timeline for a City Attorney.

Councilwoman Cunningham made the motion to hire the Law Firm of Denton, Navarro as the new Attorneys for the City of Cibolo. The motion was seconded by Councilman Hicks. For: Councilwoman Cunningham, Councilwoman Sanchez-Stephens, and Councilman Hicks; Against: Councilman Roberts, Councilman Mahoney, and Councilman Hetzel; Abstain: Councilman McGlothlin. With a tie vote the Mayor is allowed to vote. Mayor Allen votes against the motion. Motion failed 3 to 4. Councilman Roberts made the motion to continue with the Hyde Kelley Law Firm. The motion was seconded by Councilman Hetzel. For: Councilman Roberts, Councilman Mahoney, and Councilman Hetzel; Against: Councilwoman Cunningham, Councilwoman Sanchez-Stephens, and Councilman Hicks; Abstain: Councilman McGlothlin. With a tie vote the Mayor was able to cast his vote. Mayor Allen for the motion. The motion carried 4 to 3.

11. Adjournment

Councilman Roberts made the motion to adjourn the meeting at 9:48 p.m. The motion was seconded by Councilman McGlothlin. For: All; Against: None. The motion carried 7 to 0.

PASSED AND APPROVED THIS 14TH DAY OF JANUARY 2025.

Mark Allen
Mayor

ATTEST

Peggy Cimics, TRMC
City Secretary



City Council Regular Meeting Staff Report

B. Police Department

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Staff Update Item: 11B.
From	
Leigh Ann Rogers, Executive Assistant to the Chief of Police	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[CPD Report Call Summary Dec 1-15, 2024.pdf](#)

[CPD Report Call Summary Dec 16-31, 2024.pdf](#)

[ACO Report Summary.pdf](#)

12/27/2024

Cibolo Police Department

Report Call Summary

December 1-15, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
ACCIDENT, HIT & RUN				
ACCIDENT, HIT & RUN	24-02122	Sunday, December 8, 2024	800	FM 1103
ACCIDENT, HIT & RUN	24-02093	Tuesday, December 3, 2024	600	FM 78
ACCIDENT, HIT & RUN	24-02144	Thursday, December 12, 2024	300	N MAIN ST
<hr/>				
3 ACCIDENT, HIT & RUN				
<hr/>				
ACCIDENT, MOTOR VEHICLE				
ACCIDENT, MOTOR VEHICLE	24-02098	Wednesday, December 4, 2024	13000	IH 10 W WB FRONTAGE ROAD
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1 ACCIDENT, MOTOR VEHICLE				
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ANIMAL BITE/SCRATCH				
ANIMAL BITE/SCRATCH	24-02105	Thursday, December 5, 2024	100	CARNOUSTY DR
ANIMAL BITE/SCRATCH	24-02104	Thursday, December 5, 2024	500	STONEBROOK
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2 ANIMAL BITE/SCRATCH				
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ANIMAL INJURED/DESTROYED				
ANIMAL INJURED/DESTROYED	24-02088	Monday, December 2, 2024	100	FM 78 E
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1 ANIMAL INJURED/DESTROYED				
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ASSAULT				
ASSAULT	24-02117	Saturday, December 7, 2024	700	FM 1103
ASSAULT	24-02080	Sunday, December 1, 2024	100	FRITZ WAY
ASSAULT	24-02129	Monday, December 9, 2024		GREEN VALLEY RD
ASSAULT	24-02130	Monday, December 9, 2024	400	LANDMARK GATE
ASSAULT	24-02127	Monday, December 9, 2024	100	PILOT POINT
ASSAULT	24-02147	Thursday, December 12, 2024	200	TERRAMAR
<hr/>				
6 ASSAULT				
<hr/>				
ASSAULT, AGGRAVATED				
ASSAULT, AGGRAVATED	24-02135	Tuesday, December 10, 2024	600	FM 78 W
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1 ASSAULT, AGGRAVATED				
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ASSAULT, BODILY INJURY				
ASSAULT, BODILY INJURY	24-02126	Monday, December 9, 2024	200	ANVIL PLACE
ASSAULT, BODILY INJURY	24-02077	Sunday, December 1, 2024	100	DYKES
ASSAULT, BODILY INJURY	24-02138	Wednesday, December 11, 2024	100	HANA LANE
ASSAULT, BODILY INJURY	24-02108	Thursday, December 5, 2024	400	N MAIN STREET
ASSAULT, BODILY INJURY	24-02116	Friday, December 6, 2024	700	SALOBRE
<hr/>				
5 ASSAULT, BODILY INJURY				
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12/27/2024

Cibolo Police Department

Report Call Summary

December 1-15, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
ASSIST, OUTSIDE AGENCY				
ASSIST, OUTSIDE AGENCY	24-02097	Thursday, December 5, 2024	1300	FM 1103
ASSIST, OUTSIDE AGENCY	24-02120	Sunday, December 8, 2024	600	FM 78 WEST
ASSIST, OUTSIDE AGENCY	24-02095	Tuesday, December 3, 2024	100	LOOP 539
ASSIST, OUTSIDE AGENCY	24-02084	Sunday, December 1, 2024	400	MAIN ST
ASSIST, OUTSIDE AGENCY	24-02111	Friday, December 6, 2024	200	MEADOW VIEW DRIVE

5 ASSIST, OUTSIDE AGENCY**BURGLARY, VEHICLE**

BURGLARY, VEHICLE	24-02079	Sunday, December 1, 2024	600	FM 78 WEST
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1 BURGLARY, VEHICLE**CHILD PROTECTIVE SERVICES REFERRAL**

CHILD PROTECTIVE SERVICES REFERRAL	24-02083	Sunday, December 1, 2024	100	NIEMIETZ
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1 CHILD PROTECTIVE SERVICES REFERRAL**CIVIL INFORMATION**

CIVIL INFORMATION	24-02092	Monday, December 2, 2024	600	AVE E
CIVIL INFORMATION	24-02125	Monday, December 9, 2024	900	FM 78 E
CIVIL INFORMATION	24-02137	Wednesday, December 11, 2024	600	GULF STREET
CIVIL INFORMATION	24-02131	Monday, December 9, 2024	100	LOOP 539 E
CIVIL INFORMATION	24-02103	Thursday, December 5, 2024	100	LOOP 539 EAST
CIVIL INFORMATION	24-02096	Tuesday, December 3, 2024	200	SADDLE PARK
CIVIL INFORMATION	24-02152	Friday, December 13, 2024	400	SEMINOLE DR

7 CIVIL INFORMATION**CRIMINAL MISCHIEF**

CRIMINAL MISCHIEF	24-02159	Sunday, December 15, 2024	300	PRICKLY PEAR
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1 CRIMINAL MISCHIEF**CRUELTY TO ANIMAL**

CRUELTY TO ANIMAL	24-02136	Saturday, December 7, 2024	100	CIBOLO DRIVE
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1 CRUELTY TO ANIMAL**DEATH INVESTIGATION**

DEATH INVESTIGATION	24-02102	Wednesday, December 4, 2024	500	SADDLE BACK TRAIL
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1 DEATH INVESTIGATION**DISORDERLY CONDUCT**

Cibolo Police Department

Report Call Summary

December 1-15, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
DISORDERLY CONDUCT	24-02091	Monday, December 2, 2024	800	FM 1103
DISORDERLY CONDUCT	24-02154	Friday, December 13, 2024	1300	FM 1103

2 DISORDERLY CONDUCT

DISTURBANCE, FAMILY

DISTURBANCE, FAMILY	24-02156	Saturday, December 14, 2024	500	FOXBROOK WAY
DISTURBANCE, FAMILY	24-02119	Sunday, December 8, 2024	100	GATEWOOD MIST
DISTURBANCE, FAMILY	24-02140	Wednesday, December 11, 2024	600	GREAT PLAINS
DISTURBANCE, FAMILY	24-02082	Sunday, December 1, 2024	100	RED DEER PLACE

4 DISTURBANCE, FAMILY

DRIVE WHILE LIC INVALID

DRIVE WHILE LIC INVALID	24-02133	Monday, December 9, 2024	2000 TOWN CREEK RD
DRIVE WHILE LIC INVALID	24-02107	Thursday, December 5, 2024	13700 IH-10 W

2 DRIVE WHILE LIC INVALID

DRUG VIOLATION

DRUG VIOLATION	24-02089	Monday, December 2, 2024	1300	CIBOLO VALLEY DRIVE
DRUG VIOLATION	24-02134	Tuesday, December 10, 2024	1300	FM 1103
DRUG VIOLATION	24-02149	Friday, December 13, 2024	1300	FM 1103

3 DRUG VIOLATION

EMERGENCY DETENTION

EMERGENCY DETENTION	24-02158	Sunday, December 15, 2024	100	CREEK RUN
EMERGENCY DETENTION	24-02145	Friday, December 13, 2024	100	DEER MEADOW DRIVE
EMERGENCY DETENTION	24-02123	Sunday, December 8, 2024	100	FALCON CROSSING
EMERGENCY DETENTION	24-02160	Sunday, December 15, 2024	200	FRITZ WAY
EMERGENCY DETENTION	24-02109	Thursday, December 5, 2024	200	HINGE CHASE
EMERGENCY DETENTION	24-02139	Wednesday, December 11, 2024	100	LACELEAF
EMERGENCY DETENTION	24-02081	Sunday, December 1, 2024	700	OVERLOOK RIDGE

7 EMERGENCY DETENTION

FALSE REPORT

FALSE REPORT	24-02114	Friday, December 6, 2024	1300	FM 1103
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1 FALSE REPORT

FRAUD

FRAUD	24-02128	Monday, December 9, 2024	200	BROAD OAK DRIVE
FRAUD	24-02100	Wednesday, December 4, 2024	500	SADDLE CV
FRAUD	24-02146	Thursday, December 12, 2024	400	SLIPPERY ROCK

12/27/2024

Cibolo Police Department

Report Call Summary

December 1-15, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
<hr/>				
3 FRAUD				
<hr/>				
HARASSMENT, TELEPHONE				
HARASSMENT, TELEPHONE	24-02078	Monday, December 2, 2024	100	SPRINGTREE PKWY
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1 HARASSMENT, TELEPHONE				
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HOSPICE				
HOSPICE	24-02148	Friday, December 13, 2024	800	EVERYDAY WAY
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1 HOSPICE				
<hr/>				
INTOXICATED, DRIVING WHILE				
INTOXICATED, DRIVING WHILE	24-02118	Saturday, December 7, 2024	2900	CIBOLO VALLEY
INTOXICATED, DRIVING WHILE	24-02161	Sunday, December 15, 2024	1200	WIEDNER ROAD
<hr/>				
2 INTOXICATED, DRIVING WHILE				
<hr/>				
MINOR IN POSSESSION				
MINOR IN POSSESSION	24-02155	Friday, December 13, 2024	500	BLOCK PORTRUSH
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1 MINOR IN POSSESSION				
<hr/>				
MINOR IN POSSESSION OF TOBACCO PRO				
MINOR IN POSSESSION OF TOBACCO PRO	24-02161	Friday, December 13, 2024	1300	FM 1103
<hr/>				
1 MINOR IN POSSESSION OF TOBACCO PRO				
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PROPERTY, DAMAGE TO CITY				
PROPERTY, DAMAGE TO CITY	24-02112	Friday, December 6, 2024	100	CIBOLO DR
<hr/>				
1 PROPERTY, DAMAGE TO CITY				
<hr/>				
RUNAWAY/MISSING				
RUNAWAY/MISSING	24-02087	Monday, December 2, 2024	3900	CIBOLO VALLEY DRIVE
RUNAWAY/MISSING	24-02124	Sunday, December 8, 2024	100	OZUNA
RUNAWAY/MISSING	24-02076	Sunday, December 1, 2024	100	SPRINGTREE WAY
RUNAWAY/MISSING	24-02142	Thursday, December 12, 2024	100	WILLOW HILL
RUNAWAY/MISSING	24-02132	Monday, December 9, 2024	200	WINTER FROST
<hr/>				
5 RUNAWAY/MISSING				
<hr/>				
TERRORISTIC THREAT				
TERRORISTIC THREAT	24-02115	Friday, December 6, 2024	500	THISTLE CREEK DRIVE
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1 TERRORISTIC THREAT				
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12/27/2024

Cibolo Police Department
Report Call Summary
December 1-15, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
THEFT				
THEFT	24-02157	Saturday, December 14, 2024	200	ARROWHEAD COVE
THEFT	24-02143	Thursday, December 12, 2024	600	CIBOLO VALLEY
THEFT	24-02094	Tuesday, December 3, 2024	200	FM 1103
THEFT	24-02113	Friday, December 6, 2024	800	FM 1103
THEFT	24-02099	Thursday, December 5, 2024	1300	FM 1103
<hr/>				
5 THEFT				
<hr/>				
WARRANT SERVICE				
WARRANT SERVICE	24-02090	Monday, December 2, 2024	100	DOBIE BLVD
WARRANT SERVICE	24-02121	Sunday, December 8, 2024	100	SPRINGTREE COVE
<hr/>				
2 WARRANT SERVICE				
<hr/>				
WEAPON, UNLAWFUL CARRYING				
WEAPON, UNLAWFUL CARRYING	24-020101	Wednesday, December 4, 2024	200	FM 1103
WEAPON, UNLAWFUL CARRYING	24-02101	Wednesday, December 4, 2024	200	FM 1103
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2 WEAPON, UNLAWFUL CARRYING				
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Grand Total:	80			

Cibolo Police Department

Report Call Summary

December 16-31, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
ACCIDENT, HIT & RUN				
ACCIDENT, HIT & RUN	24-02207	Sunday, December 22, 2024	1800	BLK FM 1103
ACCIDENT, HIT & RUN	24-02228	Friday, December 27, 2024	600	CIBOLO VALLEY
ACCIDENT, HIT & RUN	24-02182	Wednesday, December 18, 2024	3500	CIBOLO VALLEY DR
ACCIDENT, HIT & RUN	24-02222	Thursday, December 26, 2024	200	CIBOLO VALLEY DRIVE
ACCIDENT, HIT & RUN	24-02227	Friday, December 27, 2024	2300	FM 1103
ACCIDENT, HIT & RUN	24-02187	Wednesday, December 18, 2024		UTICA WAY
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6 ACCIDENT, HIT & RUN				
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ACCIDENT, PEDESTRIAN				
ACCIDENT, PEDESTRIAN	24-02177	Tuesday, December 17, 2024	400	DEER CREEK BLVD
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1 ACCIDENT, PEDESTRIAN				
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ANIMAL BITE/SCRATCH				
ANIMAL BITE/SCRATCH	24-02220	Saturday, December 21, 2024	100	CIBOLO DRIVE
ANIMAL BITE/SCRATCH	24-02243	Saturday, December 28, 2024	100	GREEN BROOK PLACE
ANIMAL BITE/SCRATCH	18-00TRG	Thursday, December 19, 2024	200	LONGHORN WAY
ANIMAL BITE/SCRATCH	24-02193	Thursday, December 19, 2024	5900	LOWER SEGUIN RD
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4 ANIMAL BITE/SCRATCH				
<hr/>				
ASSAULT				
ASSAULT	24-02195	Friday, December 20, 2024	200	WILLOW CREST
<hr/>				
1 ASSAULT				
<hr/>				
ASSAULT, BODILY INJURY				
ASSAULT, BODILY INJURY	24-02203	Saturday, December 21, 2024	100	FOXGLOVE PASS
ASSAULT, BODILY INJURY	24-02231	Saturday, December 28, 2024	18100	IH 35 N
ASSAULT, BODILY INJURY	24-02213	Tuesday, December 24, 2024	500	ZOELLER
ASSAULT, BODILY INJURY	24-02211	Monday, December 23, 2024	500	ZOELLER
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4 ASSAULT, BODILY INJURY				
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ASSIST, FIRE/EMS				
ASSIST, FIRE/EMS	24-02242	Monday, December 30, 2024	300	SUNROSE LANE
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1 ASSIST, FIRE/EMS				
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ASSIST, OUTSIDE AGENCY				
ASSIST, OUTSIDE AGENCY	24-02150	Monday, December 16, 2024	100	LOOP 539 EAST
ASSIST, OUTSIDE AGENCY	24-02170	Tuesday, December 17, 2024	19000	OLD WIEDERSTEIN
ASSIST, OUTSIDE AGENCY	24-02181	Tuesday, December 17, 2024	300	SPRINGTREE

Cibolo Police Department

Report Call Summary

December 16-31, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
<hr/>				
3 ASSIST, OUTSIDE AGENCY				
<hr/>				
BURGLARY, BUILDING				
BURGLARY, BUILDING	24-02208	Monday, December 23, 2024	500	COWBOY HEIGHTS
BURGLARY, BUILDING	24-02226	Friday, December 27, 2024	2300	GREEN VALLEY ROAD
BURGLARY, BUILDING	24-02164	Tuesday, December 17, 2024	400	NICKEL BROOK
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3 BURGLARY, BUILDING				
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BURGLARY, COIN MACHINE				
BURGLARY, COIN MACHINE	24-02163	Monday, December 16, 2024	800	FM 1103
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1 BURGLARY, COIN MACHINE				
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CHILD PROTECTIVE SERVICES REFERRAL				
CHILD PROTECTIVE SERVICES REFERRAL	24-02197	Saturday, December 21, 2024	100	CREEK RUN
CHILD PROTECTIVE SERVICES REFERRAL	24-02190	Thursday, December 19, 2024	4000	GREEN VALLEY RD
<hr/>				
2 CHILD PROTECTIVE SERVICES REFERRAL				
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CITY CODE VIO (ANIMAL @ LARGE)				
CITY CODE VIO (ANIMAL @ LARGE)	24-02244	Tuesday, December 31, 2024	300	SHADY MEADOWS
<hr/>				
1 CITY CODE VIO (ANIMAL @ LARGE)				
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CIVIL INFORMATION				
CIVIL INFORMATION	24-02186	Wednesday, December 18, 2024	200	ELAINE SCHLATHER PARKWAY
CIVIL INFORMATION	24-02175	Tuesday, December 17, 2024	1300	FM 1103
CIVIL INFORMATION	24-02166	Monday, December 16, 2024	900	SUSSEX COVE
CIVIL INFORMATION	24-02172	Tuesday, December 17, 2024	500	THISTLE CREEK DRIVE
<hr/>				
4 CIVIL INFORMATION				
<hr/>				
CRIMINAL MISCHIEF				
CRIMINAL MISCHIEF	24-02205	Saturday, December 21, 2024	500	COWBOY
CRIMINAL MISCHIEF	24-02210	Monday, December 23, 2024	400	COWBOY KNOLL
CRIMINAL MISCHIEF	24-02235	Sunday, December 29, 2024	500	W SCHLATHER ST
<hr/>				
3 CRIMINAL MISCHIEF				
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DEADLY CONDUCT				
DEADLY CONDUCT	24-02218	Tuesday, December 24, 2024	8700	IH-10 WB
<hr/>				
1 DEADLY CONDUCT				
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DEATH INVESTIGATION				

Cibolo Police Department

Report Call Summary

December 16-31, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
DEATH INVESTIGATION	24-02216	Tuesday, December 24, 2024	200	COUNTRY VALE
DEATH INVESTIGATION	24-02212	Monday, December 23, 2024	2600	FM 1103
<hr/>				
2 DEATH INVESTIGATION				
<hr/>				
DISTURBANCE, FAMILY				
DISTURBANCE, FAMILY	24-02232	Saturday, December 28, 2024	400	BROOK SHADOW
DISTURBANCE, FAMILY	24-02198	Saturday, December 21, 2024	200	GRAND
DISTURBANCE, FAMILY	24-02229	Saturday, December 28, 2024	200	GRAND RAPIDS
DISTURBANCE, FAMILY	24-02189	Thursday, December 19, 2024	200	RED RIVER
DISTURBANCE, FAMILY	24-02196	Friday, December 20, 2024	300	SHADY MEADOWS LANE
DISTURBANCE, FAMILY	24-02239	Monday, December 30, 2024	200	SPRING FAWN
<hr/>				
6 DISTURBANCE, FAMILY				
<hr/>				
DRUG VIOLATION				
DRUG VIOLATION	24-02245	Tuesday, December 31, 2024	1000	FM 1103
DRUG VIOLATION	24-02173	Tuesday, December 17, 2024	1300	FM 1103
DRUG VIOLATION	24-02225	Friday, December 27, 2024	300	LANCE CROSSING
<hr/>				
3 DRUG VIOLATION				
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EMERGENCY DETENTION				
EMERGENCY DETENTION	24-02202	Saturday, December 21, 2024	600	BRONZE STREAM
EMERGENCY DETENTION	24-02192	Thursday, December 19, 2024	200	CANSIGLIO
EMERGENCY DETENTION	24-02162	Monday, December 16, 2024	500	CHELSON HUNT
EMERGENCY DETENTION	24-02188	Wednesday, December 18, 2024	200	CJ JONES CV
EMERGENCY DETENTION	24-02234	Sunday, December 29, 2024	200	LOOP 539 W
EMERGENCY DETENTION	24-02237	Sunday, December 29, 2024	300	S. MAIN ST
EMERGENCY DETENTION	24-02230	Saturday, December 28, 2024	200	VALONA DR
<hr/>				
7 EMERGENCY DETENTION				
<hr/>				
FRAUD				
FRAUD	24-02221	Thursday, December 26, 2024	3800	CIBOLO VALLEY DRIVE
FRAUD	24-02219	Wednesday, December 25, 2024	200	WILLOW RUN
<hr/>				
2 FRAUD				
<hr/>				
GRAFFITI				
GRAFFITI	24-02204	Saturday, December 21, 2024	100	BLUE SAGE LANE
<hr/>				
1 GRAFFITI				
<hr/>				
HARASSMENT, SEXUAL				
HARASSMENT, SEXUAL	24-02178	Tuesday, December 17, 2024	1300	FM 1103

1/2/2025

Cibolo Police Department

Report Call Summary

December 16-31, 2024

<u>Description</u>		<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
		1	HARASSMENT, SEXUAL		
HARASSMENT, WRITING					
HARASSMENT, WRITING	24-02169		Monday, December 16, 2024	100	105 HIDDEN CAVE
		1	HARASSMENT, WRITING		
HARBORING RUNAWAY CHILD					
HARBORING RUNAWAY CHILD	24-02217		Tuesday, December 24, 2024	600	BISON LN
		1	HARBORING RUNAWAY CHILD		
HOSPICE					
HOSPICE	24-02184		Wednesday, December 18, 2024	200	COUNTRY VALE
HOSPICE	24-02241		Tuesday, December 31, 2024	200	TOWN CREEK WAY
		2	HOSPICE		
INTOXICATION, PUBLIC					
INTOXICATION, PUBLIC	24-02233		Sunday, December 29, 2024	800	FM 1103
		1	INTOXICATION, PUBLIC		
MINOR IN POSSESSION OF TOBACCO PRO					
MINOR IN POSSESSION OF TOBACCO PRO	24-02185		Wednesday, December 18, 2024	1300	FM 1103
MINOR IN POSSESSION OF TOBACCO PRO	24-02174		Tuesday, December 17, 2024	1300	FM 1103
MINOR IN POSSESSION OF TOBACCO PRO	24-02176		Tuesday, December 17, 2024	1300	FM 1103
		3	MINOR IN POSSESSION OF TOBACCO PRO		
PROPERTY, DAMAGE TO CITY					
PROPERTY, DAMAGE TO CITY	24-02240		Monday, December 30, 2024	12,000	IH10 WEST
		1	PROPERTY, DAMAGE TO CITY		
PROPERTY, FOUND					
PROPERTY, FOUND	24-02236		Sunday, December 29, 2024	200	GRAND AVE
		1	PROPERTY, FOUND		
PROTECTIVE ORDER VIOLATION					
PROTECTIVE ORDER VIOLATION	24-02238		Monday, December 30, 2024	400	WESTMONT
		1	PROTECTIVE ORDER VIOLATION		
RUNAWAY/MISSING					

Cibolo Police Department
Report Call Summary
December 16-31, 2024

Description	Incident	Rep Date	Loc Block	Loc Street
RUNAWAY/MISSING	24-02214	Tuesday, December 24, 2024	100	NAVAJO CIRCLE

1 RUNAWAY/MISSING

THEFT				
THEFT	24-02180	Tuesday, December 17, 2024	600	CIBOLO VALLEY
THEFT	24-02171	Tuesday, December 17, 2024	600	CIBOLO VALLEY DRIVE
THEFT	24-02183	Wednesday, December 18, 2024	1300	FM 1103
THEFT	24-02201	Saturday, December 21, 2024	300	GREAT RAFT
THEFT	24-02167	Monday, December 16, 2024	200	MOOSE TRAIL
THEFT	24-02168	Monday, December 16, 2024	200	MOOSE TRAIL
THEFT	24-02209	Monday, December 23, 2024	500	OASIS ST
THEFT	24-02165	Monday, December 16, 2024	100	RED DEER PLACE
THEFT	24-02223	Friday, December 27, 2024	100	RUNNING BROOK
THEFT	24-02224	Friday, December 27, 2024	200	SPRINGTREE CV
THEFT	24-02215	Tuesday, December 24, 2024	500	ZOELLER WAY

11 THEFT

WARRANT SERVICE				
WARRANT SERVICE	24-02191	Thursday, December 19, 2024	8700	IH 10
WARRANT SERVICE	24-02179	Tuesday, December 17, 2024	300	ROYAL TROON

2 WARRANT SERVICE

Grand Total:	82
--------------	----

CIBOLO ANIMAL SERVICES

MONTHLY REPORT

December 2024

TOTALS

INTAKES

Return/Owner Surrender	1
Seized/Custody	2
Stray	32
Transfer in	0
Wildlife In	1
TOTAL	36

OUTCOMES

Adoption	39
Missing	0
Died in Shelter/upon arrival	6
Return to Owner	12
Transfer Out	1
Euthanasia	3 (2-behavior, 1-injured)
Wildlife Out	1
TOTAL	62

Transfer Out - Locations

Wildlife Rescue	0
Live Oak AC	1 (Rabbit)
Kirby Animal Services	0
Gods Dogs	0
The Animal Defense League	0
TOTAL	1

BITE CASES

10

Currently in Foster

5 (kittens under 8weeks)

TOTAL NEW LICENSES ISSUED

0 (Does not count renewals)

VOLUNTEER HOURS

46

LIVE RELEASE RATE FOR NOV.

95%





City Council Regular Meeting Staff Report

C. Fire Department

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Staff Update Item: 11C.
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

[October 24.pdf](#)

[November 24.pdf](#)

Filters



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

Start Date
10/1/2024

End Date
10/31/2024

Date Level
☐ Day
☐ Week
☒ Month
☐ Quarter
☐ Year

Shift
☒ A
☒ B
☒ C

Mutual Aid Type
☒ Automatic
☒ Mutual
☒ None

389 Incidents Selected based on Filter Settings

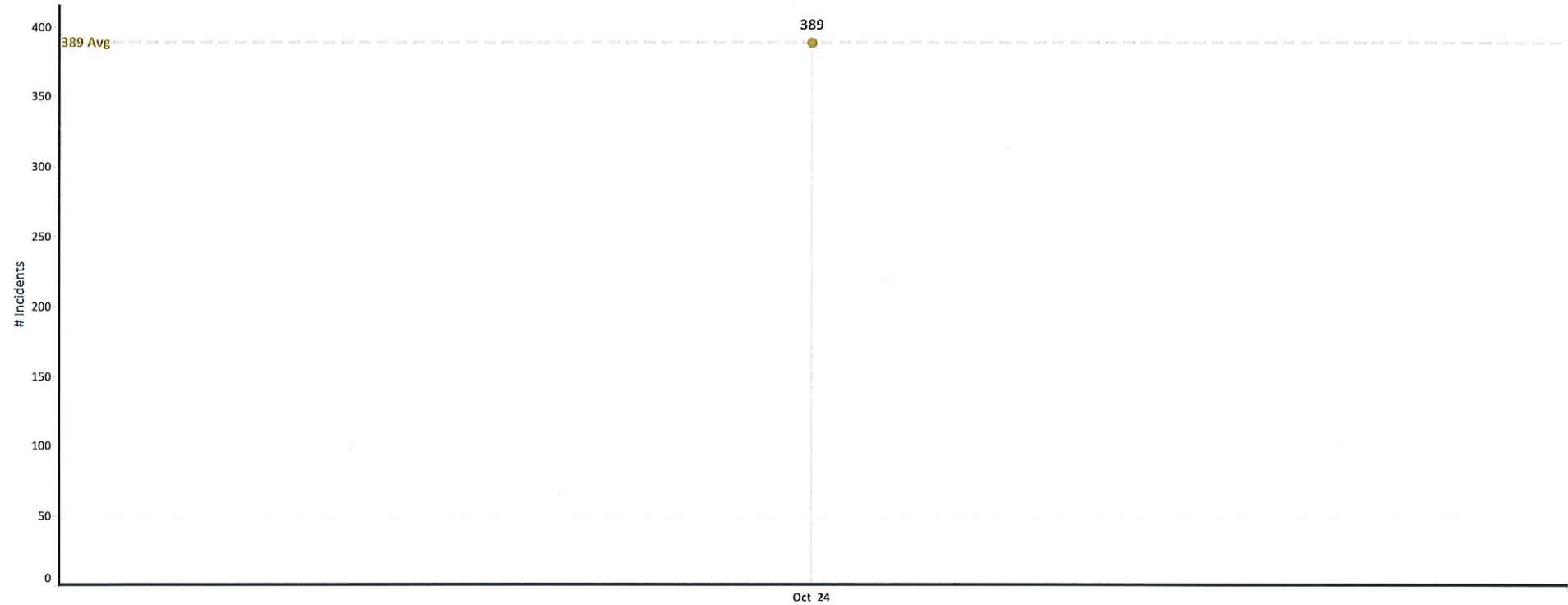
Date Range Selected: 10/1/2024 - 10/31/2024

Report Date: November 7, 2024 10:54

Incident Measures per *Month*

389 Incidents	389 Average	389 Median	389 Minimum	389 Maximum
------------------	----------------	---------------	----------------	----------------

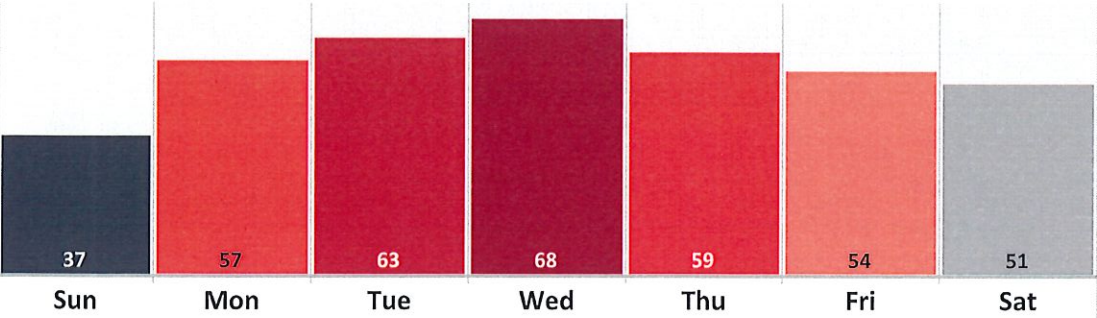
Incidents per *Month*



Station Volume

Incidents per Station		Incidents per <i>Month</i>			
		Average	Median	Minimum	Maximum
ST1	<div><div></div><div>38% 146</div></div>	146	146	146	146
ST2	<div><div></div><div>38% 149</div></div>	149	149	149	149
ST3	<div><div></div><div>24% 94</div></div>	94	94	94	94

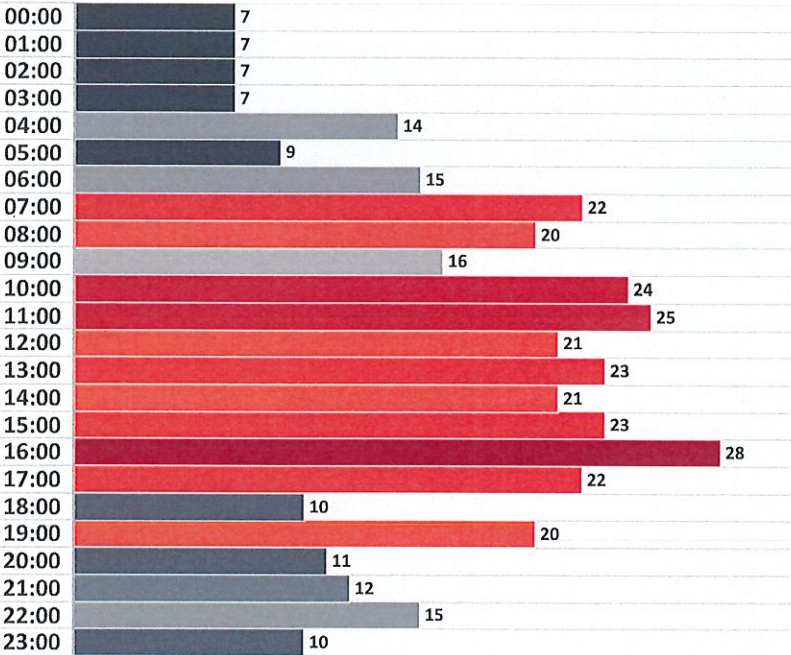
Department Incidents by Day & Hour



389
Incidents

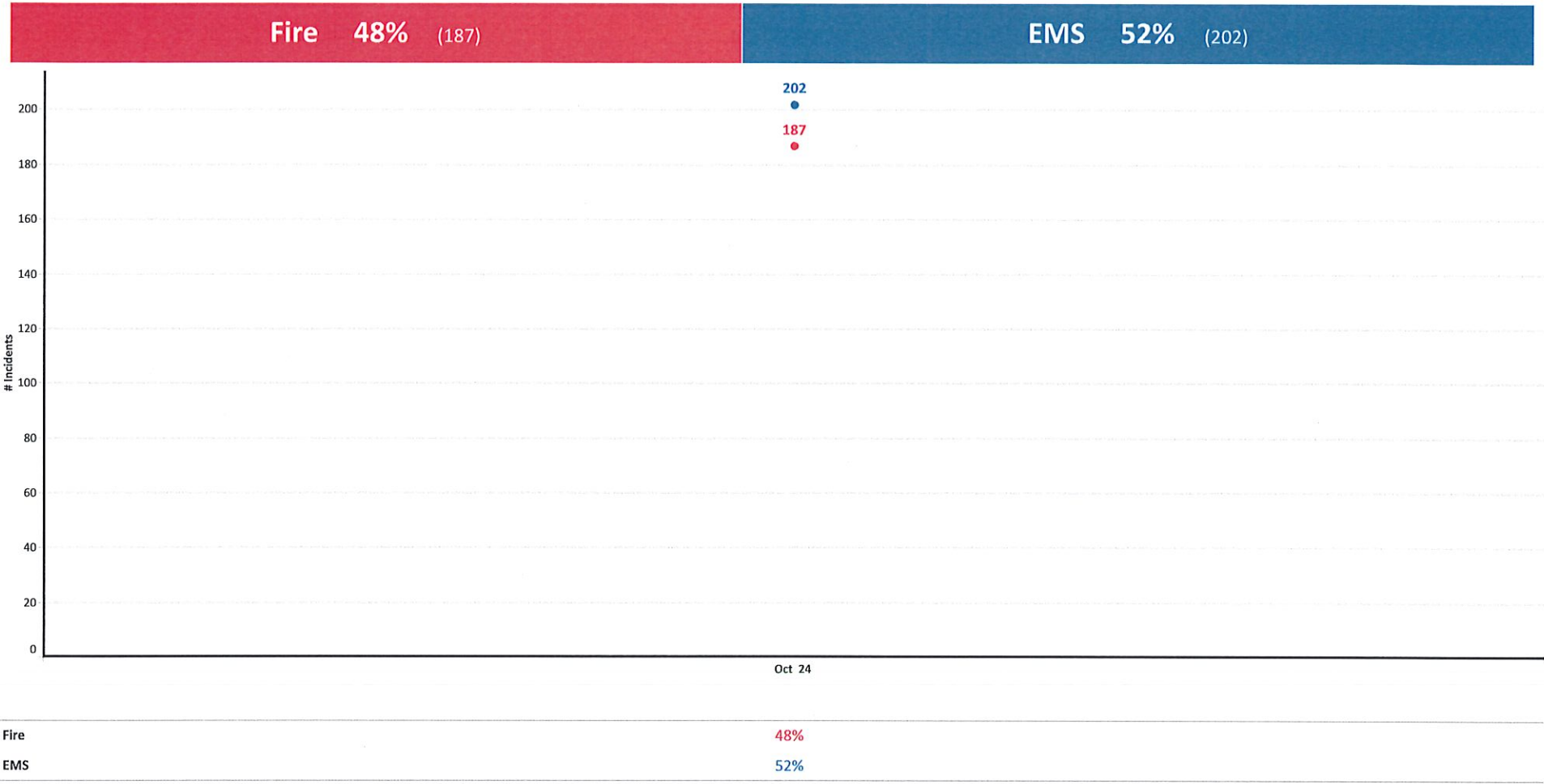


	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				2	1	2	2
		1	1	1	1	2	1
1		2		2	1		1
			3	1	1		2
1		4	3	1	1		4
1			1	2	2	2	1
2		5	2	2	1	3	
		2	5	5	4	2	4
		4	3	6	5		2
1		4	4	2	3	2	
2		5	7	4	3	2	1
3		1	4	5	1	4	7
3		4	3	3	2	3	3
2		3	3	2	7	3	3
2		4	3	3	2	5	2
1		5	1	5	4	5	2
3		1	5	8	3	6	2
4		3	2	4	3	4	2
3			3	2	1		1
3		4	5	2	2	4	
2		1	1	1	2	2	2
1		2	1	3	3		2
1		2	1	2	4	2	3
1			2		2	1	4

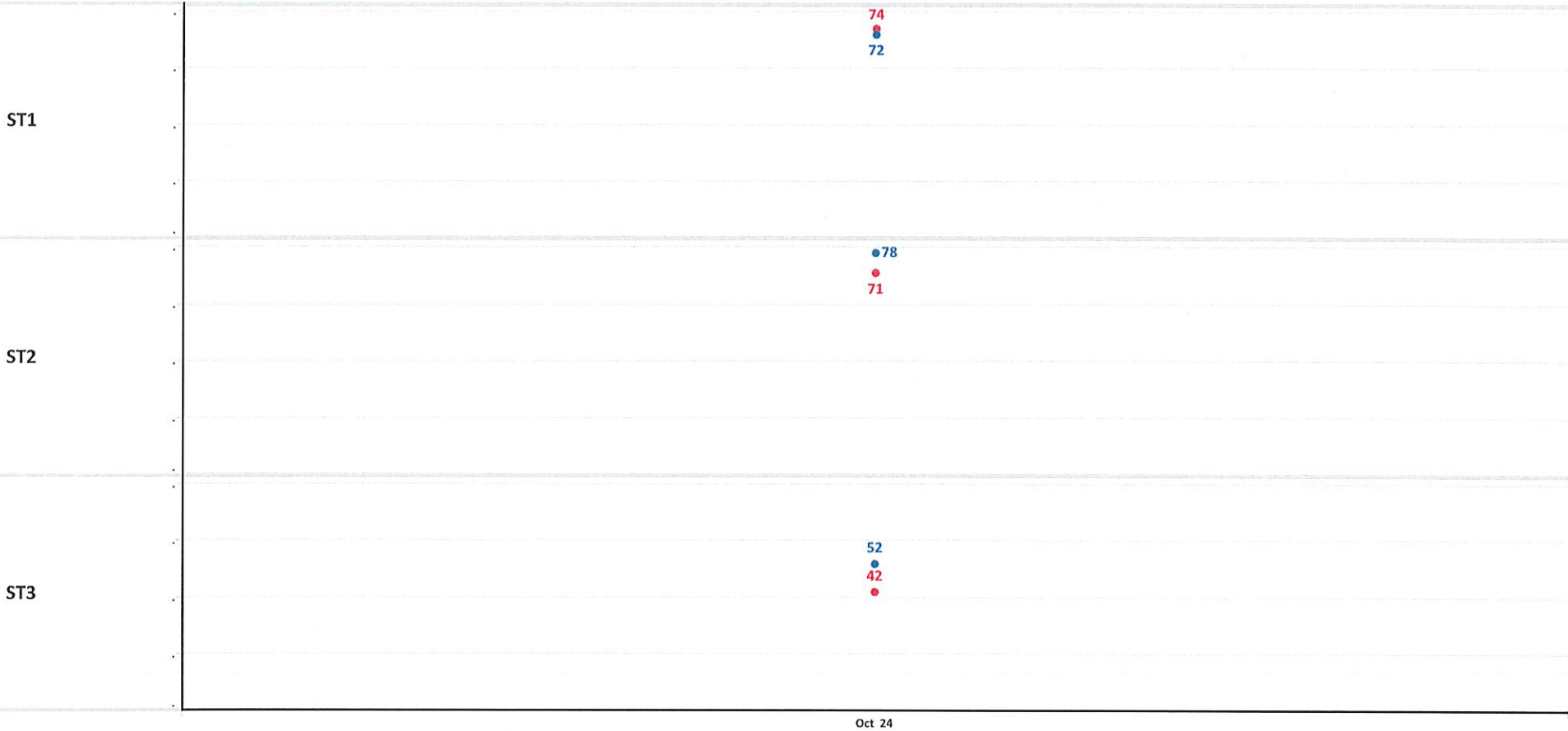




Fire / EMS Incidents by NFIRS Report Incident Type

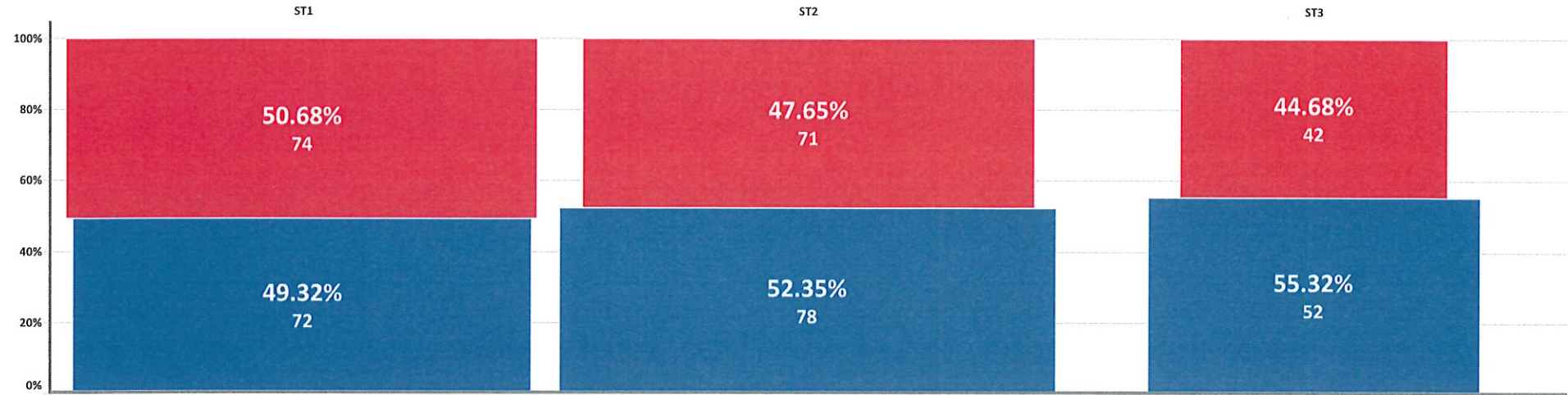


Fire / EMS Incidents by NFIRS Report Incident Type





Fire / EMS Incidents by NFIRS Report Incident Type



Bar WIDTH indicates number of incidents

Station % of Fire / EMS Incident Types per Month

		24 Oct
ST1	Fire	51%
	EMS	49%
ST2	Fire	48%
	EMS	52%
ST3	Fire	45%
	EMS	55%

Department Response Time

Incidents with valid Response Times

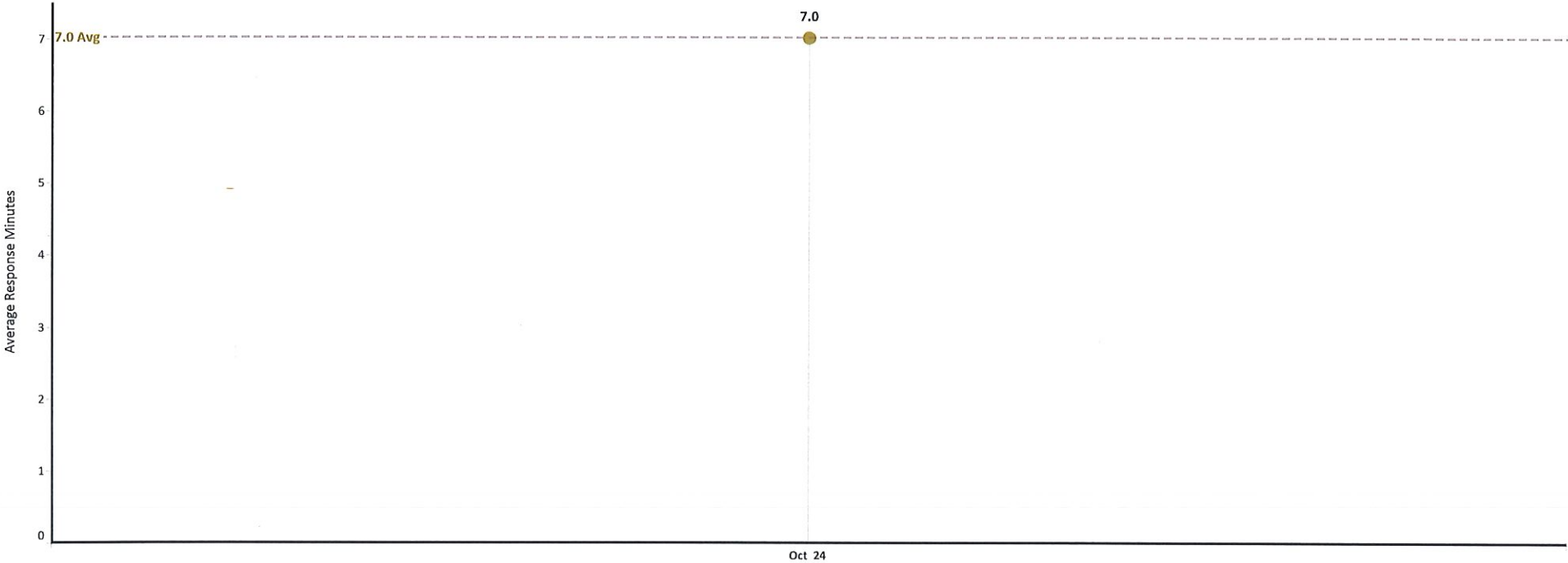
Cibolo Fire Department



Response Time Minutes

7.0 Average	6.3 Median	11.8 90th Percentile	0.0 Minimum	37.3 Maximum	356 Incidents
----------------	---------------	-------------------------	----------------	-----------------	------------------

Response Time - Average Minutes per *Month*



Station Response Time Minutes

Click to highlight a Station

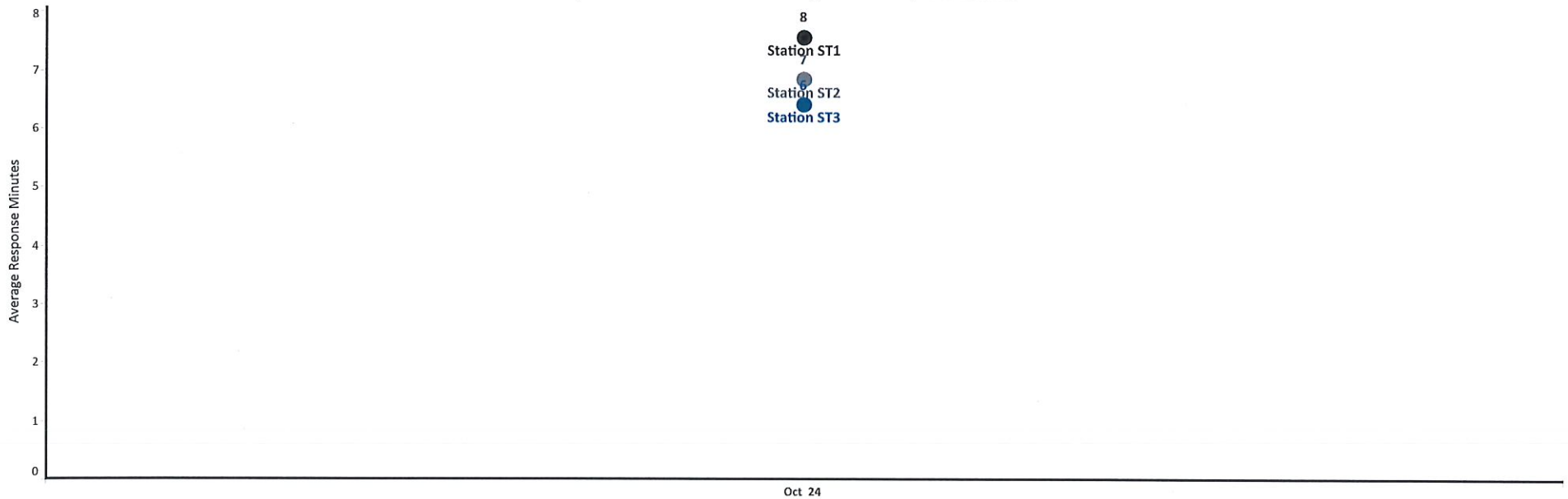
Incidents with valid
Response Times

Cibolo Fire Department

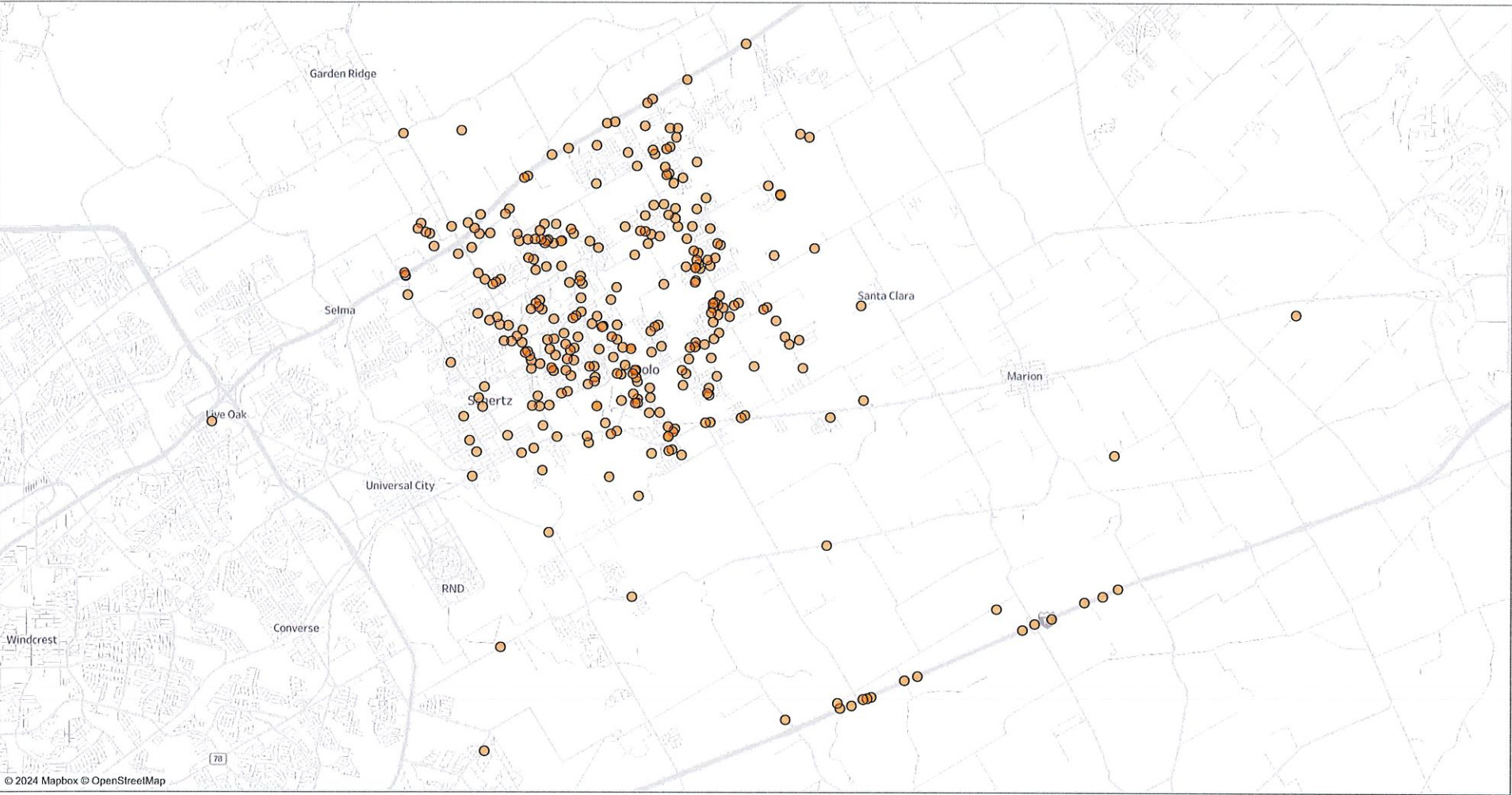


Station ..	Click to highlight a Station					
	Average	Median	90th Percentile	Minimum	Maximum	Incidents
ST1	7.6	6.5	13.8	0.0	37.3	133
ST2	6.9	6.5	10.4	0.5	21.6	139
ST3	6.4	5.9	9.0	0.1	22.9	84

Response Time Station - Average Minutes per *Month*



Incident Locations



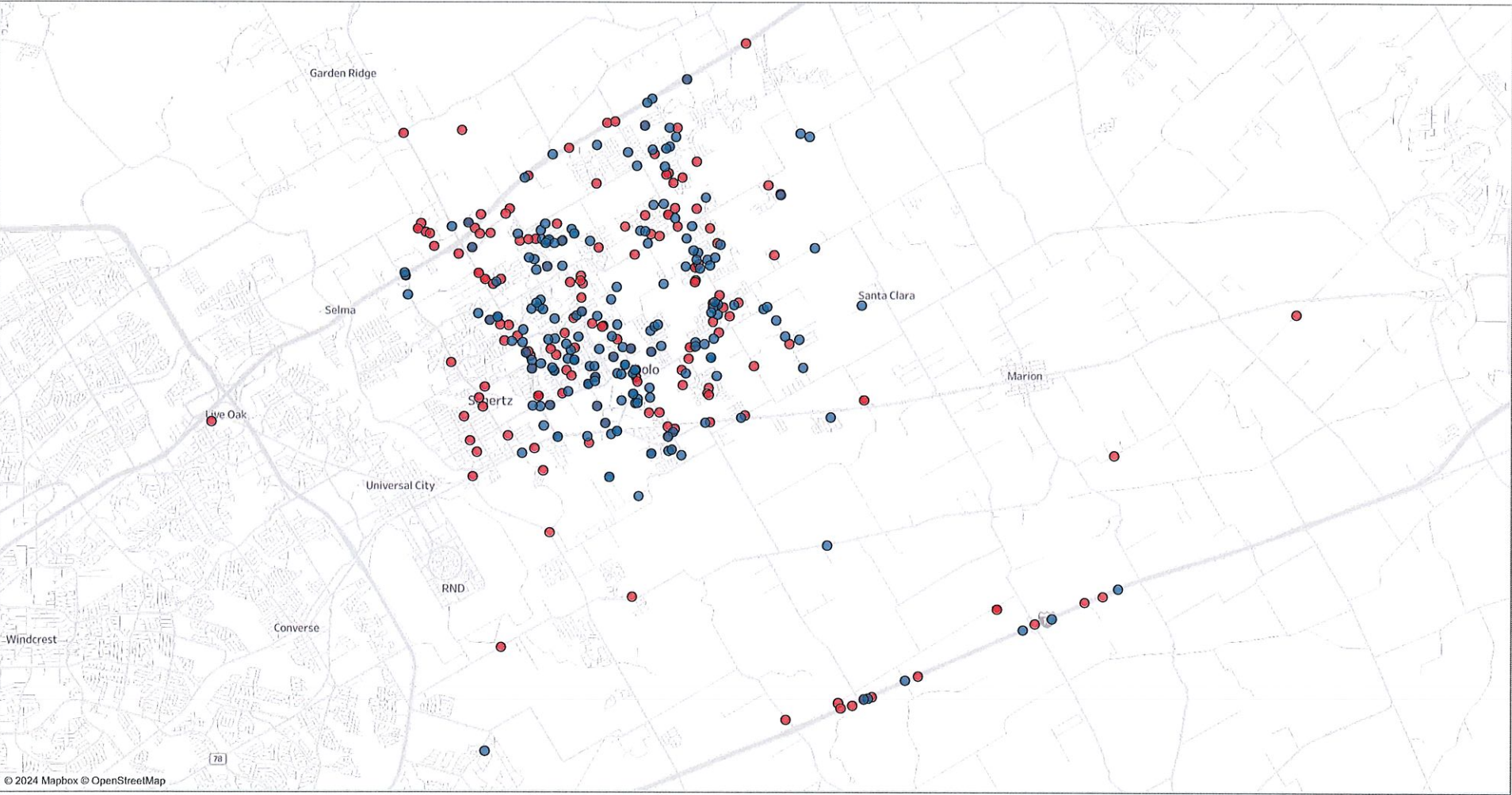
Incident Locations by Type

Click to highlight Fire or EMS

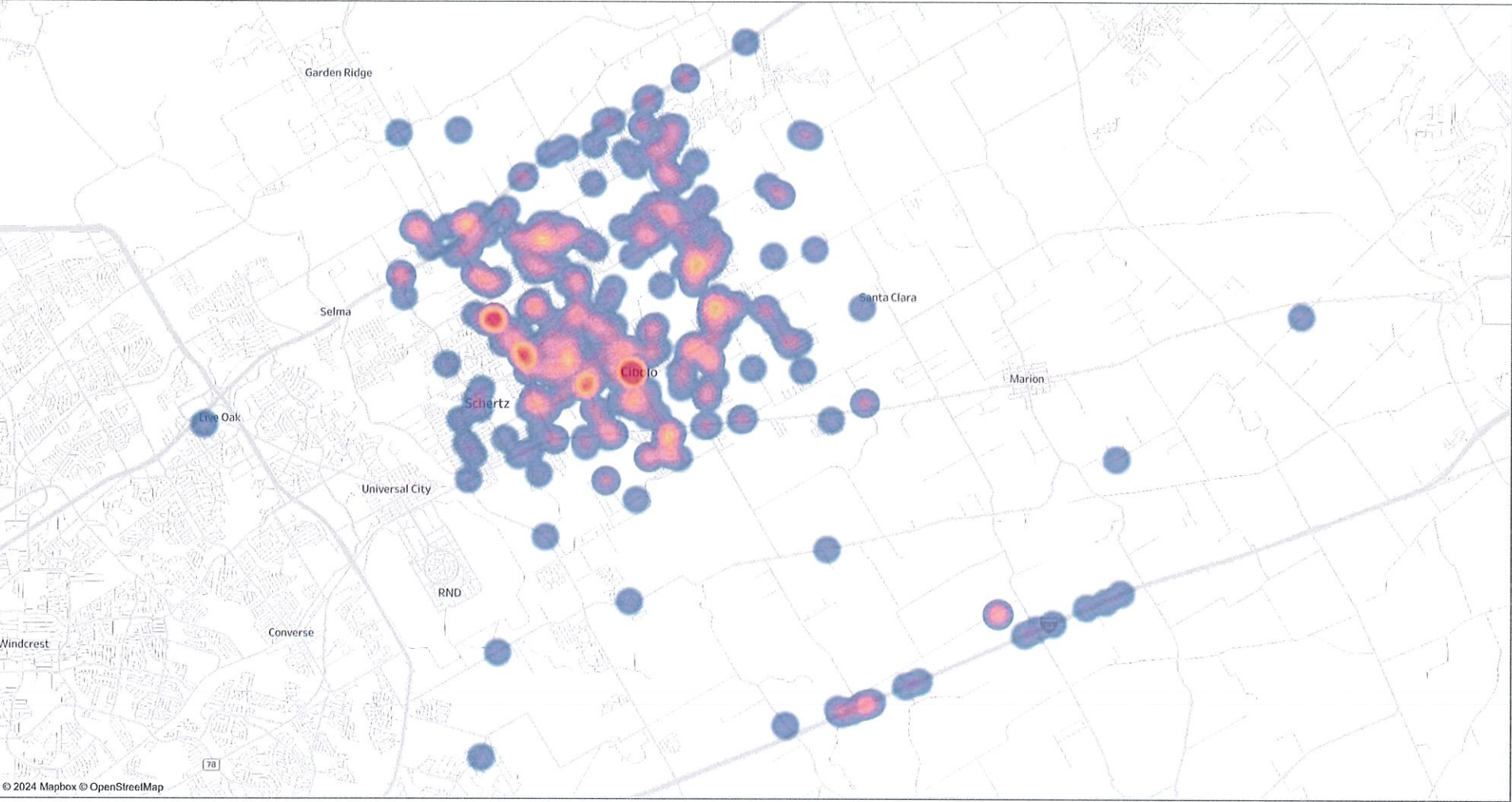
Fire

EMS

Cibola Fire Department



Incident Location Heat Map



Filters



Filters apply to all sheets in the workbook. [Return to this sheet to change filter settings.](#)

Start Date
11/1/2024

End Date
11/30/2024

Date Level
☐ Day
☐ Week
☒ Month
☐ Quarter
☐ Year

Shift
☒ A
☒ B
☒ C

Mutual Aid Type
☒ Automatic
☒ Mutual
☒ None

374 Incidents Selected based on Filter Settings

Date Range Selected: 11/1/2024 - 11/30/2024

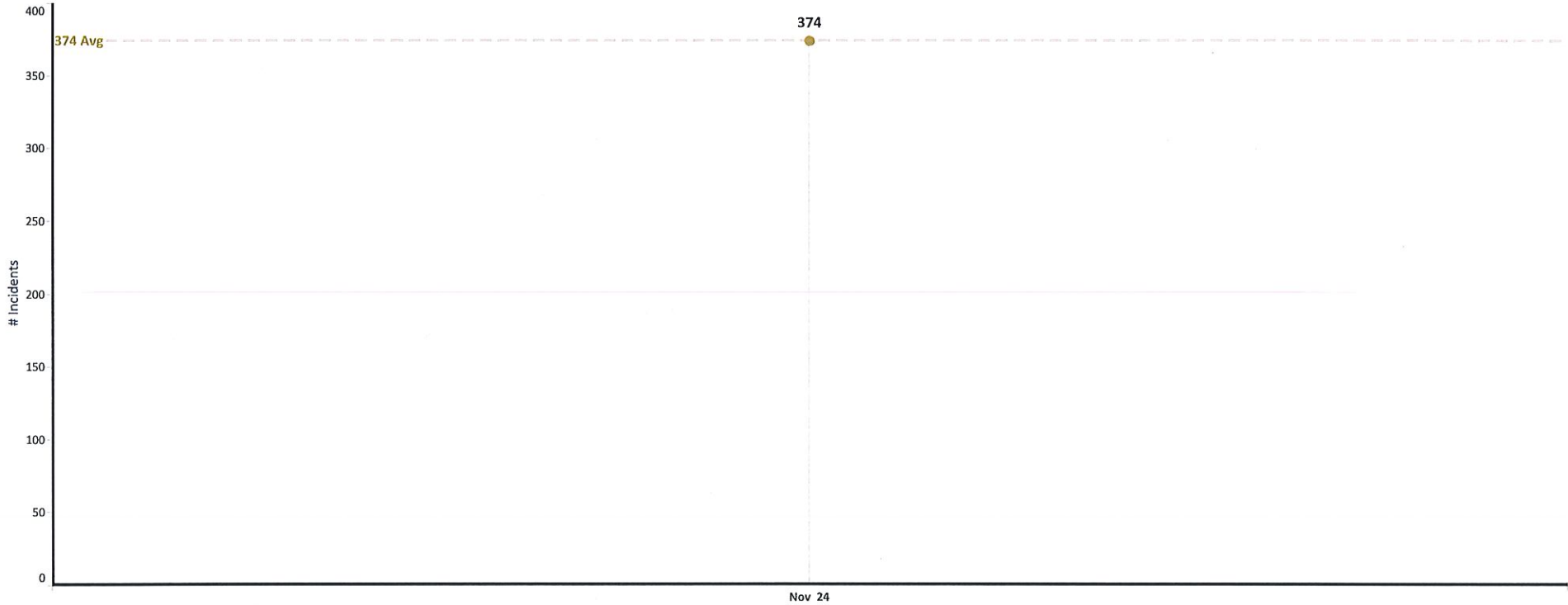
Report Date: December 11, 2024 17:01

Department Volume

Incident Measures per *Month*

374 Incidents	374 Average	374 Median	374 Minimum	374 Maximum
------------------	----------------	---------------	----------------	----------------

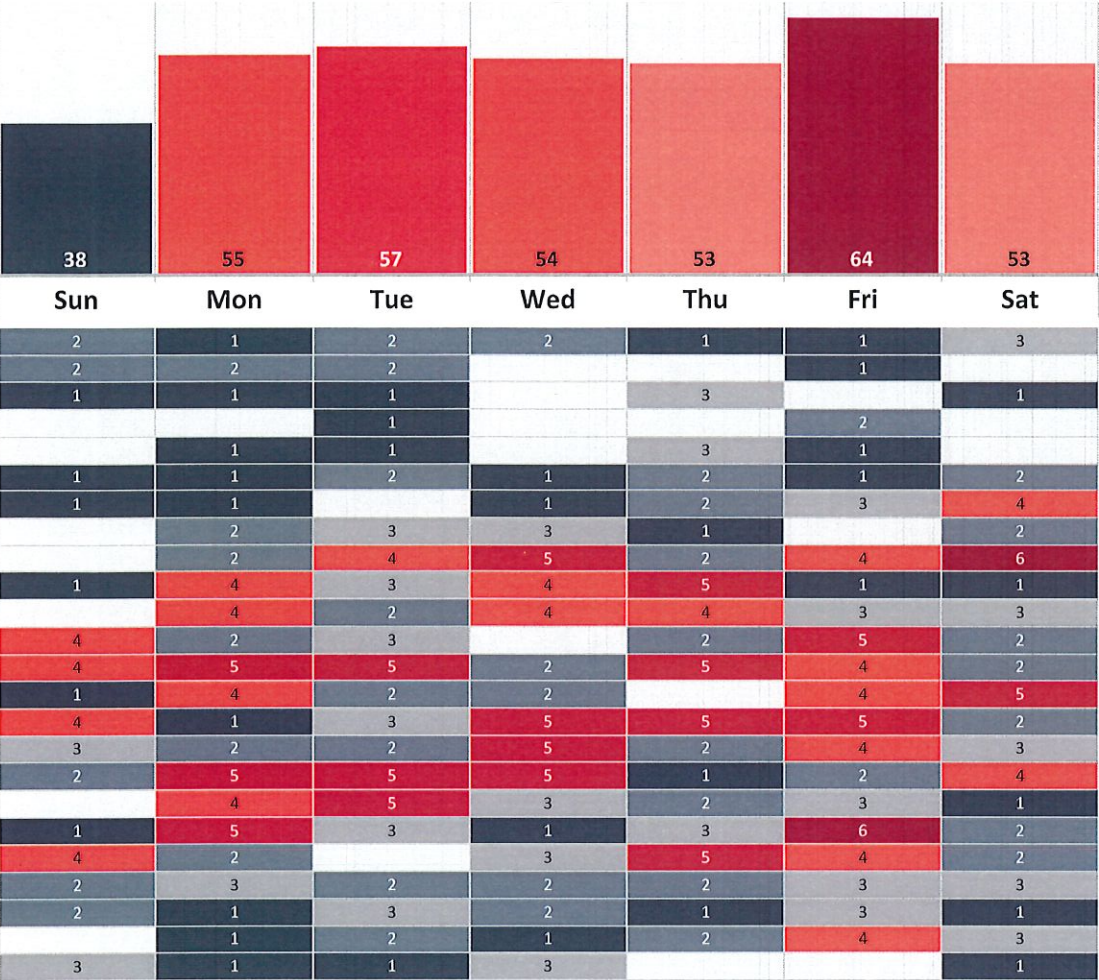
Incidents per *Month*



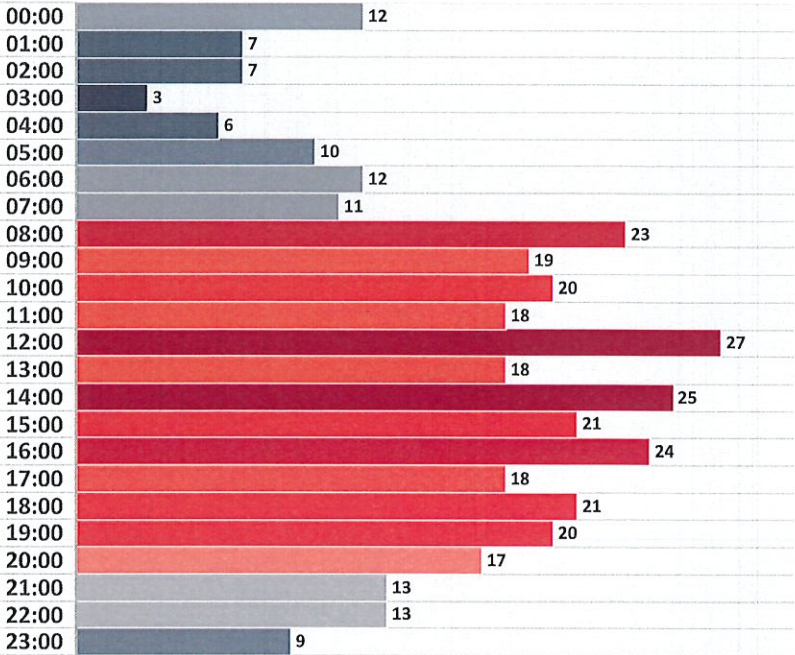
Station Volume

Incidents per Station		Incidents per <i>Month</i>			
		Average	Median	Minimum	Maximum
ST1	<div><div></div><div>41% 155</div></div>	155	155	155	155
ST2	<div><div></div><div>37% 138</div></div>	138	138	138	138
ST3	<div><div></div><div>22% 81</div></div>	81	81	81	81

Department Incidents by Day & Hour

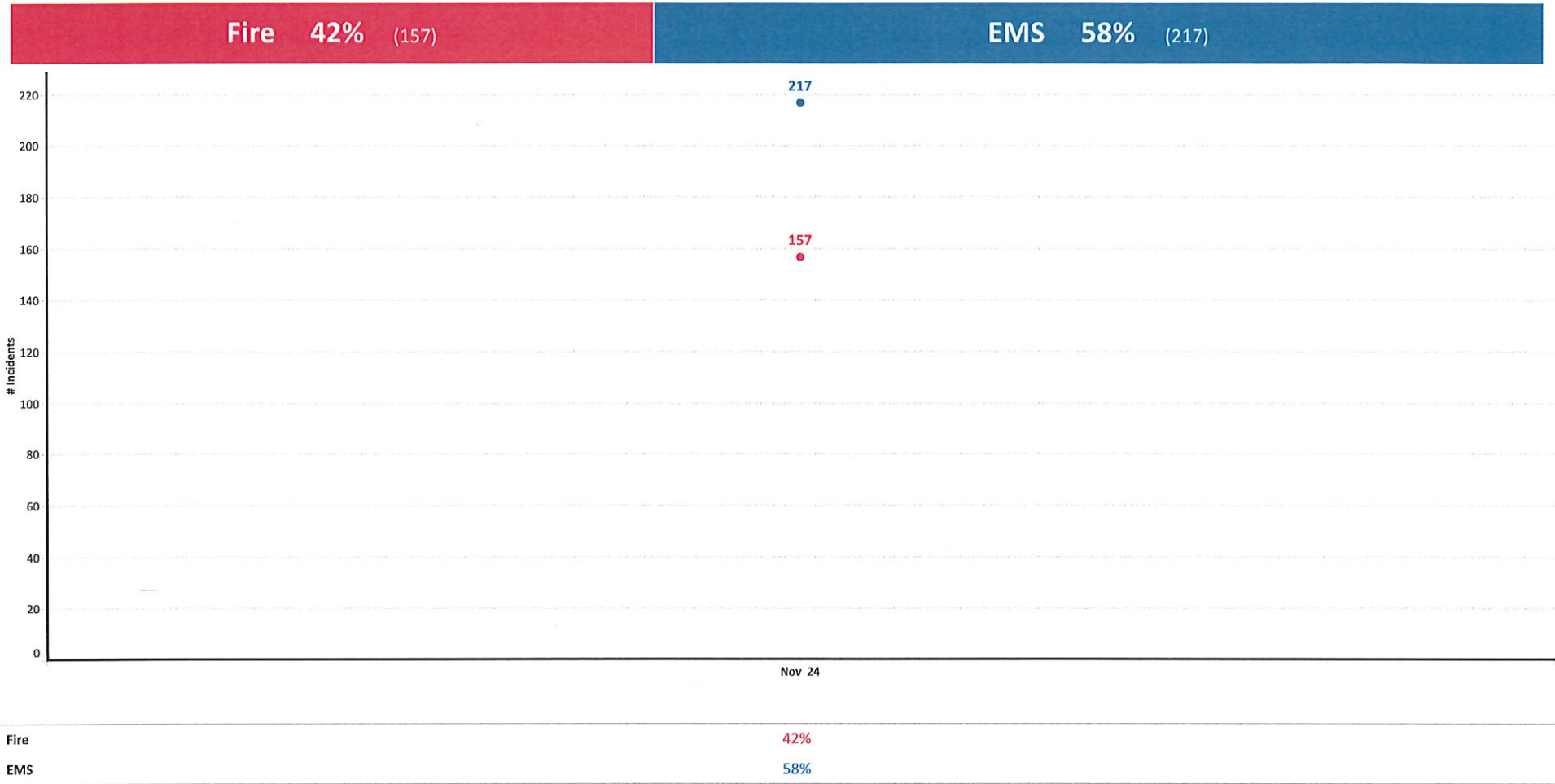


374
Incidents





Fire / EMS Incidents by NFIRS Report Incident Type



Station Fire/EMS %

Click to highlight Fire or EMS

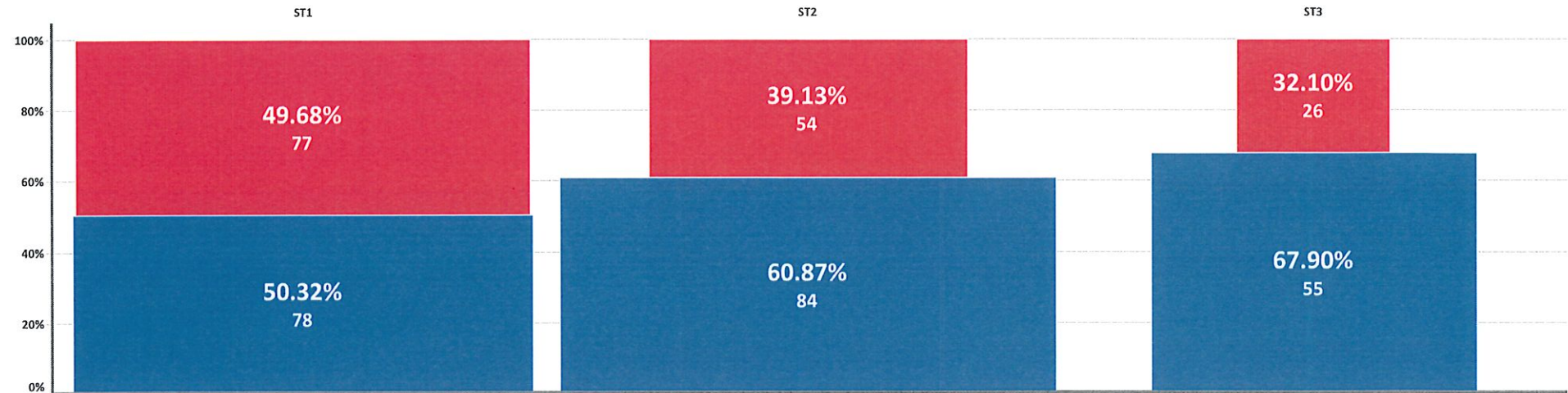
Fire

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 Month

		Nov 24
ST1	Fire	50%
	EMS	50%
ST2	Fire	39%
	EMS	61%
ST3	Fire	32%
	EMS	68%

Department Response Time

Incidents with valid Response Times

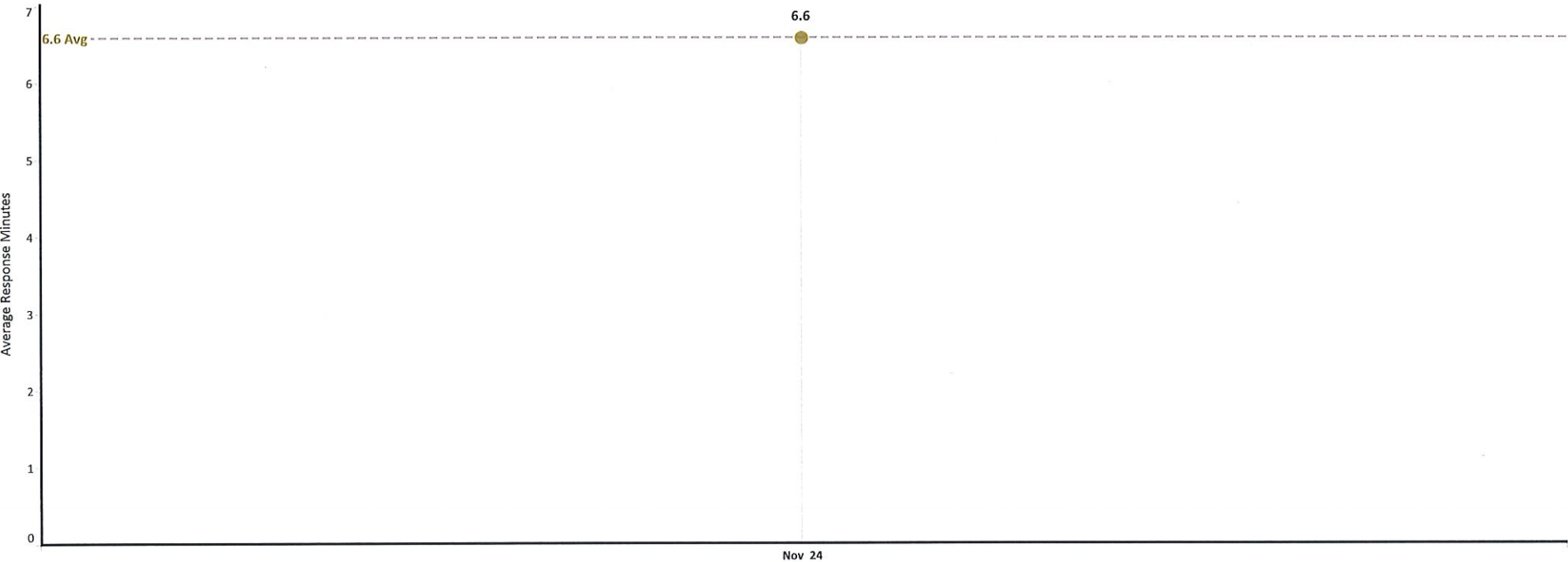
Cibolo Fire Department



Response Time Minutes

6.6 Average	5.9 Median	10.7 90th Percentile	0.0 Minimum	30.2 Maximum	350 Incidents
----------------	---------------	-------------------------	----------------	-----------------	------------------

Response Time - Average Minutes per *Month*



Station Response Time Minutes

Click to highlight a Station

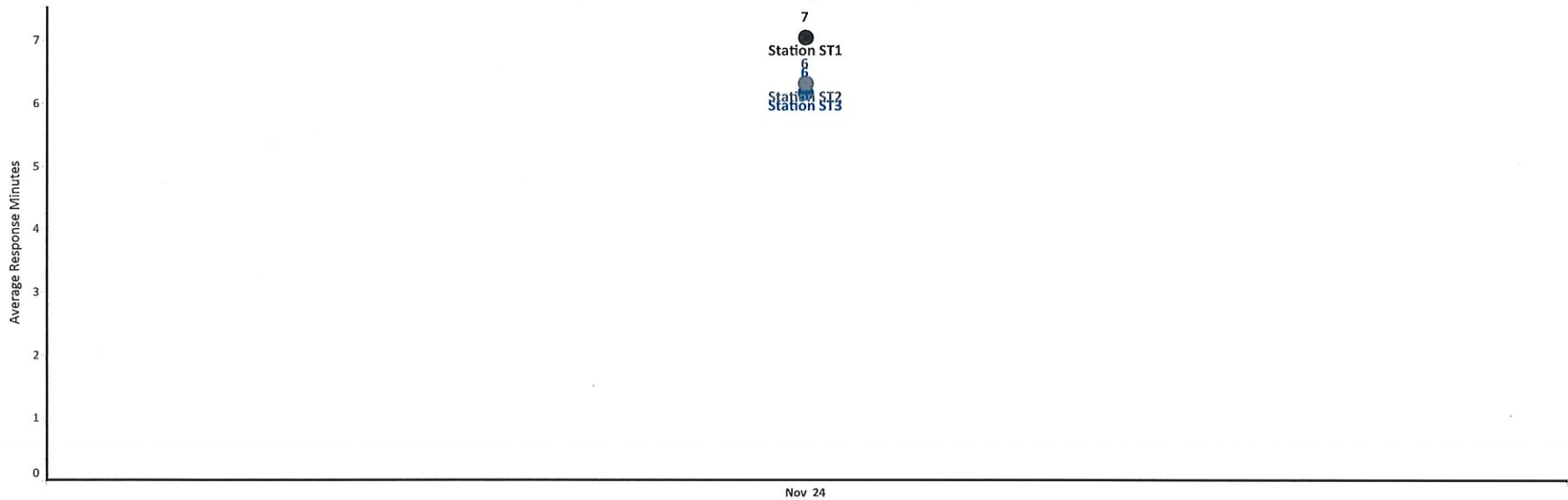
Incidents with valid
Response Times

Cibolo Fire Department

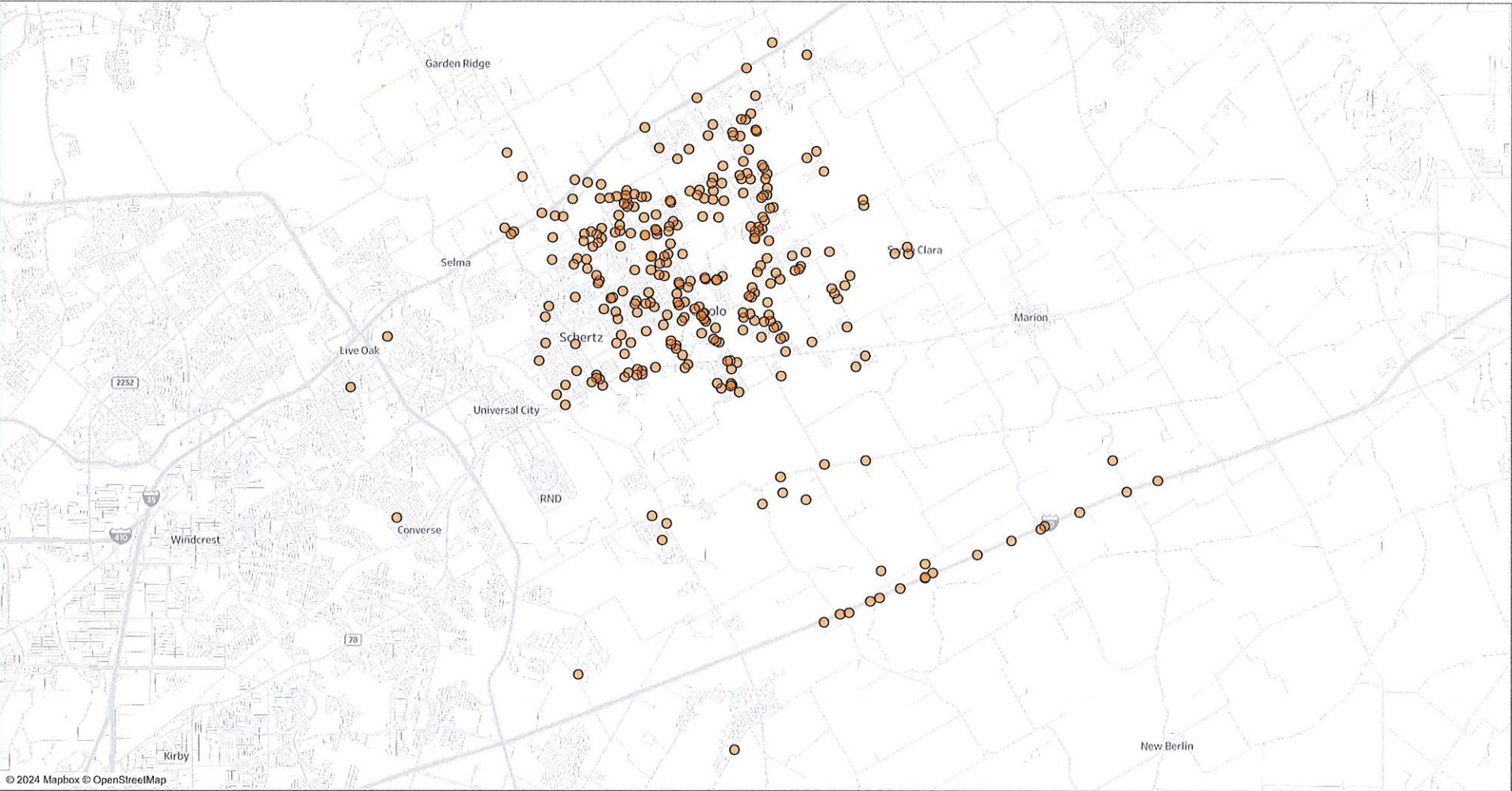


Station ..	Average	Median	90th Percentile	Minimum	Maximum	Incidents
ST1	7.1	6.1	12.5	0.0	30.2	142
ST2	6.3	5.7	10.2	1.3	19.9	128
ST3	6.2	5.8	9.0	0.1	17.7	80

Response Time Station - Average Minutes per *Month*



Incident Locations



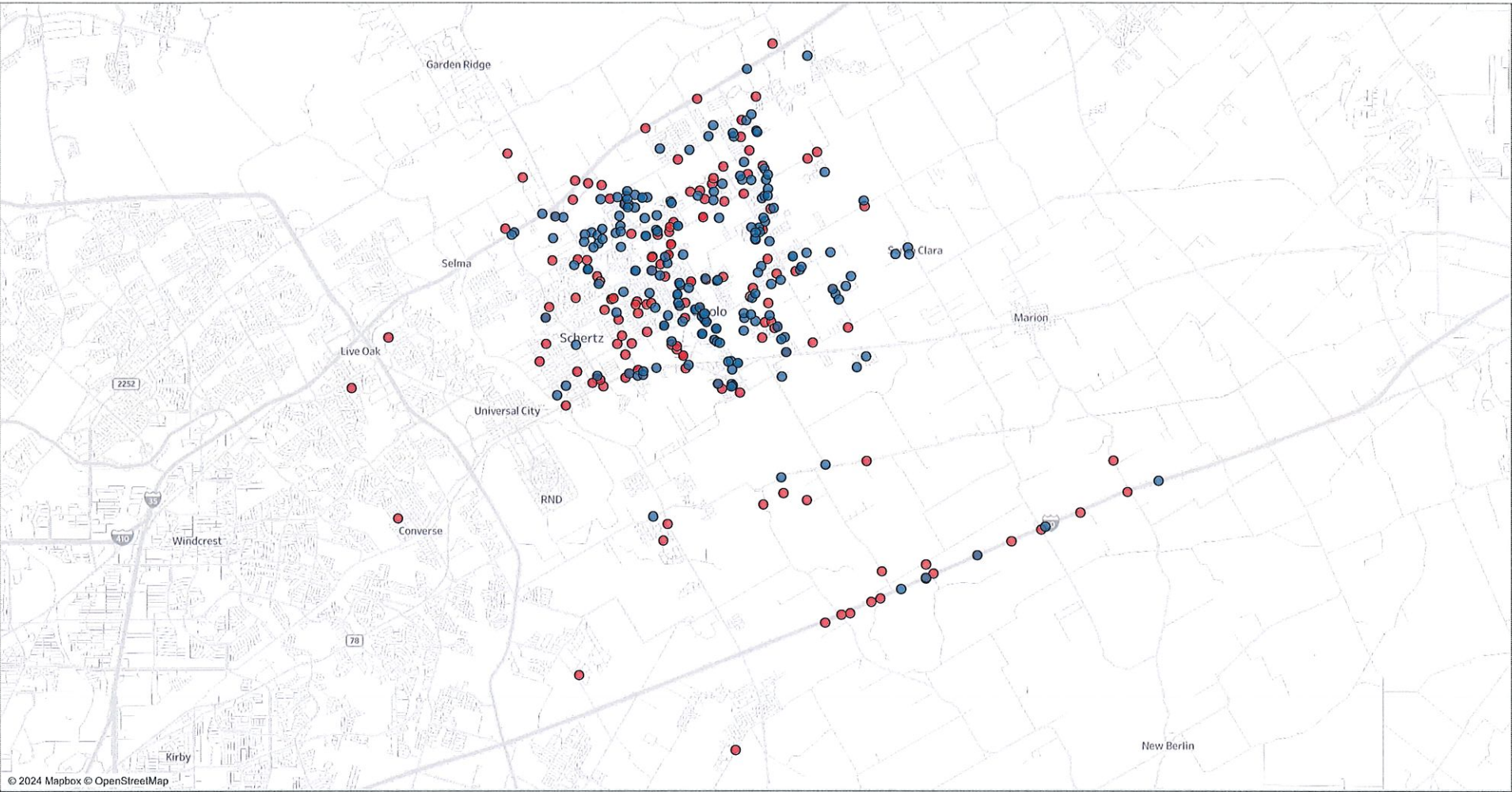
Incident Locations by Type

Click to highlight Fire or EMS

Fire

EMS

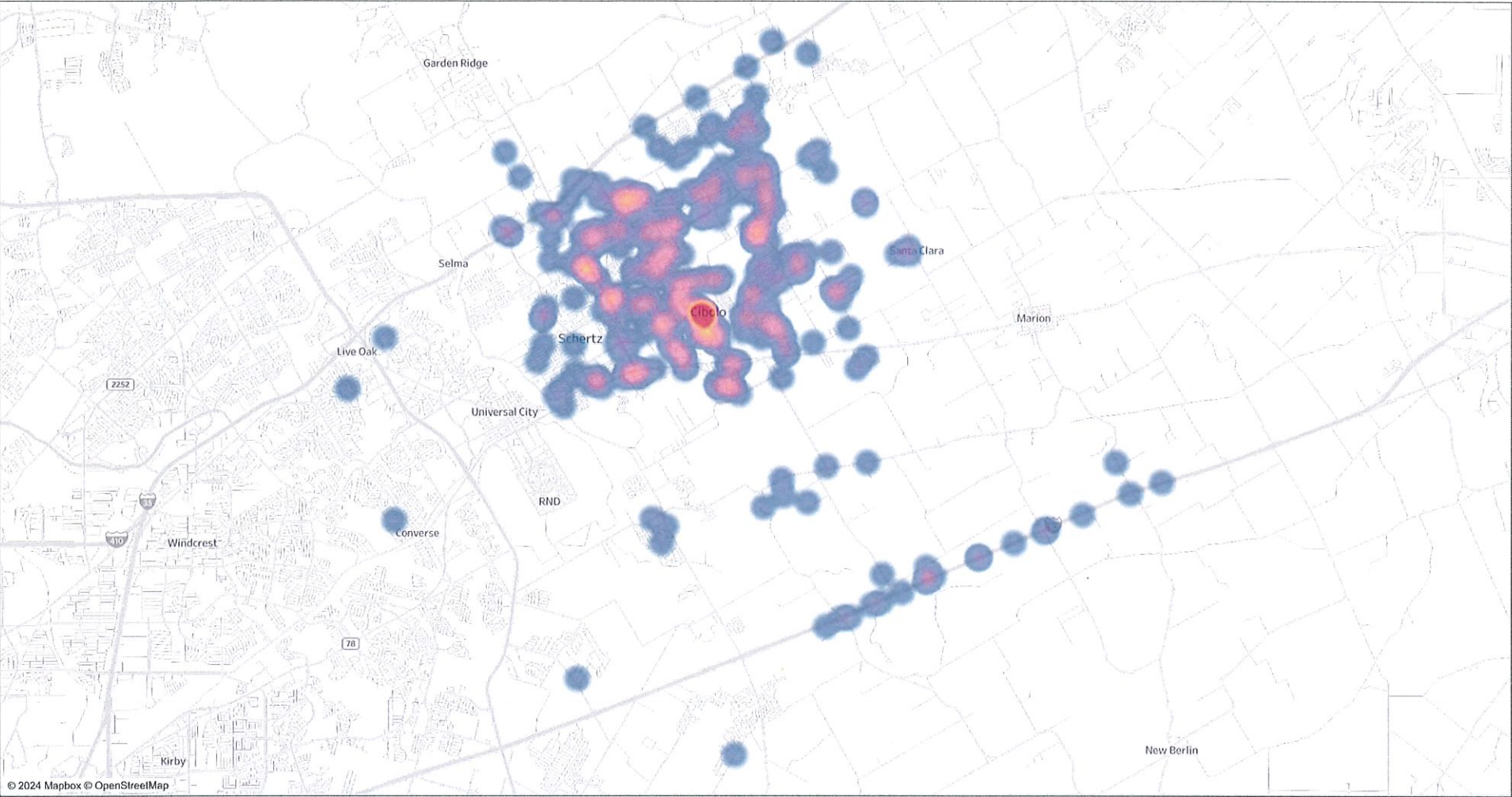
Cibola Fire Department



Incident Location Heat Map



Cibola Fire Department





City Council Regular Meeting Staff Report

A. Discussion/Action on Seeking Competitive Proposals for a Solid Waste Franchise Agreement. (Mr. Reed)

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Discussion/Action Item: 12A.
From	
Wayne Reed, City Manager	

PRIOR CITY COUNCIL ACTION:

November 14, 2006..... adopted Ordinance 768 to enter into a 20 year franchise agreement with Bexar Waste.

November 13, 2008..... adopted Ordinance 879 amending Ordinance 768 granting a franchise agreement for solid waste to Bexar Waste.

December 14, 2010..... adopted Ordinance 958 amending Ordinance 879 granting a franchise agreement for solid waste to Bexar Waste

July 28, 2015..... adopted Ordinance 1134 amending Ordinance 958 granting a franchise agreement for solid waste to Bexar Waste. This included new rates for 2017 through 2020. Based on this ordinance, the franchise term is readjusted and is for ten (10) years and is set to expire on July 28, 2025.

June 27, 2017..... approved by motion the assignment of the contract from Bexar Waste to BFI Waste (Republic Services of San Antonio).

BACKGROUND:

The City needs to seek competitive proposals for solid waste and recycling services with the end of the current franchise agreement approaching on July 28, 2025. The City has hired a qualified consultant to assist the City through the request for proposals and contract negotiations; Lynn Lantrip with Solid Waste Specialists (SWS) will be the primary contact for this project and will be present for this presentation.

The schedule for this competitive proposal process is as follows, which is subject to change:

- Total of 7 months to start of a new franchise agreement, July 28, 2025
- Tentative schedule has proposals being received on March 20, 2025
- Return to City Council on April 8th to award contract
- Service provider will have up to 4 months to prepare to initiate services on Monday, July 28, 2025

The attached PowerPoint provides more information on eight (8) essential questions that City staff and the City's consultant are seeking Council's direction and feedback:

1. Does City Council support enhancing customer service support by having the selected vendor provide a dedicated customer service support?
2. How does Council want to explore the inclusion of a second, weekly pick-up (year-round) compared to current scope?

3. Is Council open to exploring a change to Household Hazard Waste (HHW) program from customers coming to a City location (twice a year) versus allowing each resident to call for HHW pick-up at their residence?
4. Does Council want to explore an additional service for composting, which will come with an additional cost to residential customers?
5. Does Council want to explore the vendor providing public education funds to promote responsible solid waste and recycling?
6. Does Council want to offer a discount rate for homeowners who are 65 years of age (at least one of the owners)?
7. Does City Council want the solid waste provider to provide residents with an option for a smaller cart size?
8. Does Council support the scoring criteria as proposed by SWS to drive a Best Value?

City staff will ask City Council if it has other comments or suggestions for the Solid Waste franchise services request for proposals at the end of the presentation.

STAFF RECOMMENDATION:

The City staff, the City Attorney's Office, and the City's consultant are seeking Council's direction and feedback. The City Manager does recommend Solid Waste Specialists scoring criteria (as shown in the PowerPoint) to drive best value based on its experience assisting municipalities with competitive proposals for solid waste services.

FINANCIAL IMPACT:

The cost for Solid Waste Specialists (less than \$50,000) is included in the FY25 budget in the Utility Fund. This cost will be reimbursed by the selected solid waste vendor; it will be a term in the franchise agreement. Thus, this cost will be a net zero to the City.

The FY25 budget shows Solid Waste revenues estimated to be \$3,985,000. Based on this revenue, the City is showing an expense of \$3,387,250, which is payment to Republic Services. The difference is the City's 15% franchise fee, equaling \$597,750.

The new solid waste franchise agreement will generate a comparable or greater amount of revenue, but the details will only be known after proposals are received. The franchise fee and expense to the vendor will be negotiated too. The financial impact of the new franchise agreement will be a part of the presentation to City Council in April when we return with a recommendation on a vendor and seek Council's consideration on an award of a franchise agreement.

MOTION(S):

N/A

Attachments

[Presentation - Solid Waste Franchise RFP Direction 2025-01-14.pdf](#)

[Att - Cibola Solid Waste Rates Table.pdf](#)

[Att - Bi-weekly solid waste results 2024 Resident Survey.pdf](#)



Solid Waste Franchise Agreement Competitive Procurement



City Project Team (Primary)

Wayne Reed, City Manager

Bryan Huggins, Executive Director

Anna Miranda, Finance Director

Leili Samuelson, Procurement Manager

Maggie Patterson, Utility Billing Manager

George Hyde, City Attorney

Audrey Guthrie, Asst. City Attorney

Consultant

Lynn Lantrip, Principal with Solid Waste Specialists

Council Presentation: January 14, 2025



OVERVIEW

- Introduction of City Consultant – Solid Waste Specialists (SWS)
- City of Cibolo City Charter Allowance for Granting Franchise
- History of Solid Waste Franchise Agreement and Amendments
- Competitive Proposal Calendar of Work
- Existing Solid Waste and Recycling Services Overview
- Council Direction and Feedback



QUESTIONS FOR COUNCIL CONSIDERATION

1. Does City Council support enhancing customer service support by having the selected vendor provide a dedicated customer service support?
2. How does Council want to explore the inclusion of a second, weekly pick-up (year-round) compared to current scope?
3. Is Council open to exploring a change to Household Hazard Waste (HHW) program from customers coming to a City location (twice a year) versus allowing each resident to call for HHW pick-up at their residence?
4. Does Council want to explore an additional service for composting, which will come with an additional cost to residential customers?
5. Does Council want to explore the vendor providing public education funds to promote responsible solid waste and recycling?
6. Does Council want to offer a discount rate for homeowners who are 65 years of age (at least one of the owners)?
7. Does City Council want the solid waste provider to provide residents with an option for a smaller cart size?
8. Does Council support the scoring criteria as proposed by SWS to drive a Best Value?



SOLID WASTE SPECIALISTS

- Founded seven years ago to assist municipal and county governments with solid waste and recycling procurement.
- Mission: Deliver cost-effective, focused services using "behind-the-scenes" industry expertise.
- Leadership:
 - **R.L. (Lynn) Lantrip:** 39 years in government contracting across 14 southern states; supervised a team of 63 professionals servicing municipal and county collection and recycling contracts.
 - **Richard Rozier:** Former Mayor of DeSoto; former WM municipal employee, current Tax Assessor-Collector for Ellis County.
 - **George Wheatley:** Former Mayor of Magnolia, Arkansas; long term employee with Waste Management selling and servicing municipal and county collection and recycling contracts.



SOLID WASTE SPECIALISTS

Since the company's inception seven years ago, we have been engaged by:

- **Texas Cities:** Highland Park, Highland Village (two times), The Woodlands, Tomball (two times), Pearland, Dayton, Henderson, Waxahachie, Fairview, El Campo, North Richland Hills, Mineral Wells, Bastrop, Baytown, Burleson (two times) Paris, Nolanville, Manor, Cibolo.
- **Other U.S. Cities:** Columbia County (AR), Springdale (AR), Claremore (OK).
- With the exception of one of these clients, we have helped produce a recommendation that was unanimously accepted by the governing body (El Campo was a 4-1).



CITY OF CIBOLO'S CITY CHARTER – GRANTING FRANCHISE

Sec. 10.01. Authority.

The ownership, right of control and use of streets, highway, alleys, parks, public places, rights-of-way and all other real property of the City is hereby declared to be inalienable to the City. No entity or individual shall have the right to occupy such public property without the express permission of and under an express written agreement with the City concerning such occupancy. Utilities and/or public utilities shall only be granted the right to occupancy under the terms of a franchise agreement with the City. All grants, removals, extensions or amendments of public utility franchises on, under or beneath such public places shall be the right of the Council. The City may, by ordinance, sell, lease, transfer or otherwise alter its control and use of such public properties, in accordance with the provisions of this Charter.

Sec. 10.02. Ordinance granting franchise.

No franchise shall be granted for a term of more than ten (10) years from the date of the grant, renewal or extension of any franchise.



HISTORY OF CIBOLO SOLID WASTE FRANCHISE AGMT.

- November 14, 2006..... City of Cibolo adopted **Ordinance 768** to enter into a 20 year franchise agreement with Bexar Waste.
- November 13, 2008..... City Council adopted **Ordinance 879** amending Ordinance 768 granting a franchise agreement for solid waste to Bexar Waste.
- December 14, 2010..... City Council adopted **Ordinance 958** amending Ordinance 879 granting a franchise agreement for solid waste to Bexar Waste.
- July 28, 2015..... City Council adopted **Ordinance 1134** amending Ordinance 958 granting a franchise agreement for solid waste to Bexar Waste. This included new rates for 2017 through 2020. **Based on this ordinance, the franchise term is readjusted and is for ten (10) years and is set to expire on July 28, 2025.**
- June 27, 2017..... City Council approved by motion the assignment of the contract from Bexar Waste to BFI Waste (Republic Services of San Antonio).



COMPETITIVE PROPOSAL CALENDAR OF WORK

- Total of 7 months to start of a new franchise agreement
- Tentative schedule has proposals being received on March 20, 2025
- Return to City Council on April 8th to award contract
- Service provider will have up to 4 months to prepare to initiate services on Monday, July 28, 2025
- Schedule is subject to change

Proposal Process Schedule	Cibolo
<u>Action</u>	Proposed Date
New Contract Begins	Friday, August 1, 2025
Begin to Notify Customers of Possible New Vendor and Service Changes	Tuesday, June 17, 2025
Approval of award by City Council	Tuesday, April 8, 2025
Complete Interviews	Monday, March 31, 2025
Complete Evaluations and score proposals	Thursday, March 27, 2025
Sealed Proposals Due	Thursday, March 20, 2025
Answers Back to Proposers	Monday, March 10, 2025
Proposer questions deadline	Wednesday, March 5, 2025
Pre-proposal meeting	Wednesday, February 26, 2025
RFP Published	Wednesday, February 19, 2025
Present Scope of Work to Council	Tuesday, January 14, 2025
Kick-off Meeting with City Staff	Thursday, January 2, 2025



EXISTING SOLID WASTE SERVICES OVERVIEW

Currently, the City offers the following services year-round:

- **Residential.** Growth in garbage accounts from 9,651 in 2019 to 11,604 in 2024, which is a 20% increase across 5 years. In 2024, there were 11,643 recycling accounts with similar increase across same 5 years.
- **Commercial.** Across same 5 years, Cart (95-gallon toter) accounts have increased from 43 to 57, roll-off accounts have remained steady at 49, and compactor accounts have grown from 3 to 6.
- **Commercial Front Load.** This service provides 2-yard to 8-yard containers for businesses from once per week to 6 times per week. The accounts have grown from 104 in 2019 to 158 in 2024 with limited recycling (13 accounts in 2024)



EXISTING SOLID WASTE SERVICES OVERVIEW

Currently, the City's solid waste franchise agreement provides the following services special services:

- Annual Clean-Up: Spring and Fall events held at city hall for residents
- Cibolofest: Rolloff Dumpster, Trash Cart-Boxes (250), and Port-o-Johns
- City Facility: Roll-Off Dumpsters at Public Works
- City Facilities: Cart Service - Annex, FS1, FS2, FS3, Noble Group Facility
- City Facilities: Front Load Service - City Hall, Public Works Facility
- City Facility Services: Front Load Recycle Service - City Hall
- City Facility Services: Cart Service RECYCLE- Annex, FS1, FS2, FS3, FS4 (under construction), Nobel Group Facility
- Animal Services : Recycle Redemption Service
- Once notified of missed service (garbage or recycle) contractor has until noon the following day for recovery
- Bulk pickup for residential services only - 1 pickup every 60 days, limited to a pickup truck load, no hazardous items permitted (tires, appliances with freon, paint)



EXISTING SOLID WASTE SERVICES OVERVIEW

Residential Bulk Waste Collection (part of base fee):

- Residents who pay for garbage service are permitted a bulk item pickup once every 60 days at their home.
- Requests received online by Wednesday at 5pm will be scheduled for the following week on the neighborhood garbage day.
- Wood, Brush, and Limbs cannot be longer than 5 feet, and must be bundled with rope/twine on both ends not to exceed 50 pounds. Boxes must be collapsed and bundles.
- Items are required to be listed on the submittal form, must be at the curb by 7am on the scheduled day, and cannot exceed a standard truck bed (6'x4'). Items not listed may not be removed from the property.
- Appliances containing (or having contained) Freon, tires, vehicle parts, computer parts, including monitors and printers, landscape debris, construction waste, and non-flat screen style television are not accepted.





EXISTING SOLID WASTE SERVICES OVERVIEW

Customer rates have remained unchanged since 2020 (see attachment for full rate schedule):

Residential Garbage Service	2016	2017	2018	2019	2020
1 - 95 Gallon Toter Service	\$12.69	\$13.08	\$13.08	\$13.49	\$13.49
2 - 95 Gallon Toter Service	\$20.94	\$21.59	\$21.59	\$22.26	\$22.26
Residential Recycle Service					
95 Gallon Toter (18 Gallon Toter)	\$2.32	\$2.39	\$2.39	\$2.46	\$2.46
Commercial Cart Service					
1 - 95 Gallon Toter Service	\$14.54	\$14.99	\$14.99	\$15.45	\$15.45
2 - 95 Gallon Toter Service	\$21.03	\$21.68	\$21.68	\$22.35	\$22.35
3 - 95 Gallon Toter Service	\$36.38	\$37.51	\$37.51	\$38.67	\$38.67
Roll off Service					
20 Yard	\$278.08	\$286.70	\$286.70	\$295.59	\$295.59
30 Yard	\$329.87	\$340.10	\$340.10	\$360.64	\$360.64
40 Yard	\$381.60	\$393.43	\$393.43	\$405.63	\$405.63
Delivery/Relocation Fee	\$53.15	\$54.80	\$54.80	\$56.50	\$56.50
Container Rental (if not pulled per bill cycle)	\$128.93	\$132.93	\$132.93	\$137.05	\$137.05



COUNCIL DIRECTION AND FEEDBACK

1. Does City Council support enhancing customer service support by having the selected vendor provide a dedicated customer service support?



USING VENDOR-SUPPLIED CUSTOMER SERVICE

- **Customer Call Centers** began over two decades ago to free up City staff for other functions and eliminate steps in communicating needs to the route.
- Group of **trained professionals** familiar with contract
- **Solutions are tracked as they occur**
- **Daily reports** are dispatched to the City
- Monthly and Annual recaps are provided to the City
- The average cost to perform this function is about 3%
 - If the City does this work, generally this cost is not reflected in a rate reduction



USING VENDOR-SUPPLIED CUSTOMER SERVICE

- **Daily reports** are dispatched to the City in a format agreed upon by Staff.
- **Monthly** and **Annual recaps** are provided to the City and reflect service metrics designed to reflect:
 - Overall performance for collection by all service lines
 - Recycling participation rates and tons diverted
- The average cost to perform this function is about 3%.
 - If the City does this work internally not only does this increase staff time and expense, generally this cost is not reflected in a rate reduction



SAMPLE MONTHLY REPORTS

	Sep-2020	Aug-2020	Jul-2020	Jun-2020	May-2020	Apr-2020	Mar-2020	Feb-2020	Jan-2020	Dec-2019	Nov-2019	Oct-2019
Service Opportunities	68,171	68,171	68,236	68,106	68,067	68,080	67,989	67,963	67,859	67,846	67,833	67,703
Service Inquiries	8	18	17	15	12	5	20	4	16	7	7	6
Per 1,000 Service Opps	0.12	0.26	0.25	0.22	0.18	0.07	0.29	0.06	0.24	0.10	0.10	0.09

City Account Grievances for the Period of 09/01/2020 - 09/30/2020

Date	Account	Address	Service Type	Service Code
09/03/2020	107917-015	467 MEDINA DR	RESI-RECYCLE	SERVICE RCYCART
Total RESI-RECYCLE: 1				
09/02/2020	107917-234	601 ARBOR CT	RESI-TRASH	NOTE
09/17/2020	107917-235	114 CANYON CREEK DR	RESI-TRASH	NOTE
09/28/2020	107917-947	4014 BROOKS CT	RESI-TRASH	SERVICE TRASH CART
09/29/2020	107917-152	2811 SPRING HOLLOW CT	RESI-TRASH	SERVICE TRASH CART
09/30/2020	107917-152	2811 SPRING HOLLOW CT	RESI-TRASH	SERVICE TRASH CART
Total RESI-TRASH: 5				
09/15/2020	107917-845	265 MEADOWLARK LN .	RESI-YARD	RESI YARD WASTE
09/29/2020	107917-662	448 PATRICIA LN	RESI-YARD	RESI YARD WASTE
Total RESI-YARD: 2				



COUNCIL DIRECTION AND FEEDBACK

2. How does Council want to explore the inclusion of a second, weekly pick-up (year-round) compared to current scope?



SECOND, WEEKLY SOLID WASTE RESIDENTIAL PICK-UP

- Currently, the City's residential solid waste service includes an extra service day for garbage during the summer months (June through September); additionally, during the winter holidays, the current contract allows an extra pickup for garbage.
- In 2023, the City conducted its first residential survey. Residents were asked if they would pay for a year-round second, weekly pick-up. 36% of respondents expressed that they were supportive of paying an additional fee.

	Strongly Support	Support	Oppose	Strongly Oppose	Percent Support	N	Percent Strongly Support or Support
Bi-weekly solid waste	15	21	38	26	36	297	36

- City Council may direct staff to include this in the RFP and decide later to add it or keep current level of service.



COUNCIL DIRECTION AND FEEDBACK

3. Is Council open to exploring a change to Household Hazard Waste (HHW) program from customers coming to a City location (twice a year) versus allowing each resident to call for HHW pick-up at their residence?



HOUSEHOLD HAZARDOUS WASTE SERVICE

- Currently, Cibola residents can participate in the Spring and Fall clean-up events twice a year, including one day each event to drop-off HHW.
- Other cities offer a curbside Household Hazardous Waste collection can.

EXAMPLE: City of Selma (new service) residents can contact their solid waste provider to schedule curbside pickup at their home. All residents receive one (1) HHW curbside service per month at no charge.

- City Council may direct staff to include this in the RFP and decide later to change it or keep current arrangement of HHW service.



COUNCIL DIRECTION AND FEEDBACK

4. Does Council want to explore an additional service for composting, which will come with an additional cost to residential customers?



COMPOSTING SERVICE

- Currently, this is NOT a service provided to Cibola residents.
- EXAMPLE: City of San Antonio:
 - Green organics carts are collected each week on the same day as the recycle carts. They are available in 64-gallon and 96-gallon sizes.
 - Accepted Materials: Food soiled paper, food waste, yard trimmings, and other materials
 - Unaccepted Materials: Cloth and textiles, construction/demolition materials, diapers, plastics, and Styrofoam.
- City Council may direct staff to include this in the RFP and decide later to add it or leave it out.





COUNCIL DIRECTION AND FEEDBACK

5. Does Council want to explore the vendor providing public education funds to promote responsible solid waste and recycling?
6. Does Council want to offer a discount rate for homeowners who are 65 years of age (at least one of the owners)?
7. Does City Council want the solid waste provider to provide residents with an option for a smaller cart size?
 - Presently, the standard cart size is 95 Gallon. A smaller size option is 64-gallon cart.



COUNCIL DIRECTION AND FEEDBACK

8. Does Council support the scoring criteria as proposed by SWS to drive a Best Value?



SCORING CRITERIA FOR BEST OVERALL VALUE

- It is crucial to consider the **Total Cost of the Contract** for both a community's homes and businesses.
- To ensure a fair and equitable pricing structure, SWS recommends evaluating all associated costs for both customer bases.
- Focusing too narrowly on residential collection rates could lead to unfair pricing for the local businesses serving those residents.
- SWS has developed a proven method to derive the **Best Value** for these services, utilizing a combination of written evaluations and comprehensive pricing across all collection categories.



SAMPLE OF OVERALL SERVICE LINE PRICE SCORING

	Residential Base	Commercial	Roll Off	Total Base	Total Base
Proposer 1	\$ 98,677	\$ 23,541	\$51,146	\$173,364	34.02
House Rate	\$ 16.42				
Proposer 2	\$ 109,635	\$ 29,146	\$47,655	\$186,437	31.63
House Rate	\$ 18.79				
Proposer 3	\$ 182,425	\$ 27,307	\$45,395	\$255,127	23.12
House Rate	\$ 29.00				
Proposer 4	\$ 101,350	\$ 22,420	\$44,735	\$168,506	35.00
House Rate	\$ 16.95				



RECOMMENDED SCORING CRITERIA

While cost is heavily weighted, the best value is a multi-faceted evaluation:

Criteria	Percent of Total
Experience Providing Like-Services to Like-Sized Cities	7%
Financial Strength of Proposer	5%
Strength of Personnel at the Hauling Division	3%
Operational Plan in Narrative Format	10%
Safety Performance -TRIR and DART Scores	3%
Transition Plan in Detailed Narrative Format	15%
Emergency & Storm Management Plan	5%
Customer Service, Reporting, the use of GPS & Support	10%
Compliance, Clarity of Proposal, Contract – Minimal Exceptions	7%
Competitive Cost of Proposal	35%



COUNCIL DIRECTION AND FEEDBACK

- Does City Council have other comments or suggestions for the Solid Waste franchise services request for proposals?

City of Cibolo Solid Waste Franchise Agreement Pricing

(Rates have remained unchanged since 2020)

Residential Garbage Service		2016	2017	2018	2019	2020
1 - 95 Gallon Toter Service		\$12.69	\$13.08	\$13.08	\$13.49	\$13.49
2 - 95 Gallon Toter Service		\$20.94	\$21.59	\$21.59	\$22.26	\$22.26
Residential Recycle Service						
95 Gallon Toter (18 Gallon Toter)		\$2.32	\$2.39	\$2.39	\$2.46	\$2.46
Commercial Cart Service						
1 - 95 Gallon Toter Service		\$14.54	\$14.99	\$14.99	\$15.45	\$15.45
2 - 95 Gallon Toter Service		\$21.03	\$21.68	\$21.68	\$22.35	\$22.35
3 - 95 Gallon Toter Service		\$36.38	\$37.51	\$37.51	\$38.67	\$38.67
Roll off Service						
20 Yard		\$278.08	\$286.70	\$286.70	\$295.59	\$295.59
30 Yard		\$329.87	\$340.10	\$340.10	\$360.64	\$360.64
40 Yard		\$381.60	\$393.43	\$393.43	\$405.63	\$405.63
Delivery/Relocation Fee		\$53.15	\$54.80	\$54.80	\$56.50	\$56.50
Container Rental (if not pulled per bill cycle)		\$128.93	\$132.93	\$132.93	\$137.05	\$137.05
Compactor						
30 Yard Compactor		\$550.00	\$567.05	\$567.05	\$584.63	\$584.63
40 Yard Compactor		\$655.00	\$675.31	\$675.31	\$696.24	\$696.24
Commercial Recycle Rates		75% of Regular Rate				
Front Load Commercial Service						
2 Yard						
	1 x weekly	\$57.30	\$59.08	\$59.08	\$60.91	\$60.91
	2 x weekly	\$97.40	\$100.42	\$100.42	\$103.53	\$103.53
	3 x weekly	\$136.07	\$140.29	\$140.29	\$144.64	\$144.64
	4 x weekly	\$150.59	\$155.07	\$155.07	\$159.88	\$159.88
	5 x weekly	\$167.59	\$172.00	\$172.00	\$178.15	\$178.15
	6 x weekly	\$183.34	\$189.02	\$189.02	\$194.88	\$194.88
3 Yard						
	1 x weekly	\$74.48	\$76.79	\$76.79	\$79.17	\$79.17
	2 x weekly	\$121.75	\$125.52	\$125.52	\$129.41	\$129.41
	3 x weekly	\$167.59	\$172.79	\$172.79	\$178.15	\$178.15
	4 x weekly	\$211.99	\$218.56	\$218.56	\$225.34	\$225.34
	5 x weekly	\$257.82	\$265.81	\$265.81	\$274.03	\$274.03
	6 x weekly	\$300.79	\$310.11	\$310.11	\$319.72	\$319.72
4 Yard						
	1 x weekly	\$93.11	\$96.00	\$96.00	\$98.97	\$98.97
	2 x weekly	\$146.11	\$150.64	\$150.64	\$155.31	\$155.31
	3 x weekly	\$197.68	\$203.81	\$203.81	\$210.13	\$210.13
	4 x weekly	\$246.38	\$254.02	\$254.02	\$261.89	\$261.89

City of Cibolo Solid Waste Franchise Agreement Pricing

(Rates have remained unchanged since 2020)

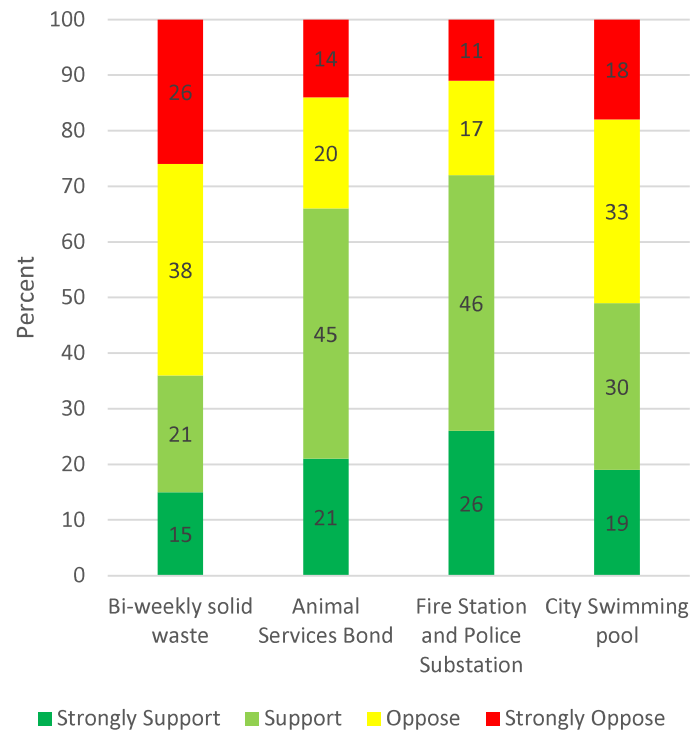
	5 x weekly	\$306.54	\$316.04	\$316.04	\$325.84	\$325.84
	6 x weekly	\$343.77	\$354.43	\$354.43	\$365.42	\$365.42
6 Yard						
	1 x weekly	\$138.94	\$143.25	\$143.25	\$147.69	\$147.69
	2 x weekly	\$217.72	\$224.47	\$224.47	\$231.43	\$231.43
	3 x weekly	\$305.10	\$314.56	\$314.56	\$324.31	\$324.31
	4 x weekly	\$393.91	\$406.12	\$406.12	\$418.71	\$418.71
	5 x weekly	\$487.00	\$502.10	\$502.10	\$517.67	\$517.67
	6 x weekly	\$562.93	\$580.38	\$580.38	\$598.37	\$598.37
8 Yard						
	1 x weekly	\$159.00	\$163.93	\$163.93	\$169.01	\$169.01
	2 x weekly	\$272.16	\$280.60	\$280.60	\$289.30	\$289.30
	3 x weekly	\$372.42	\$383.97	\$383.97	\$395.87	\$395.87
	4 x weekly	\$481.28	\$496.20	\$496.20	\$511.58	\$511.58
	5 x weekly	\$590.14	\$608.43	\$608.43	\$627.29	\$627.29
	6 x weekly	\$690.40	\$711.80	\$711.80	\$733.87	\$733.87
Overage Charge						
	9.0 tons+	\$51.00	\$51.00	\$51.00	\$51.00	\$51.00

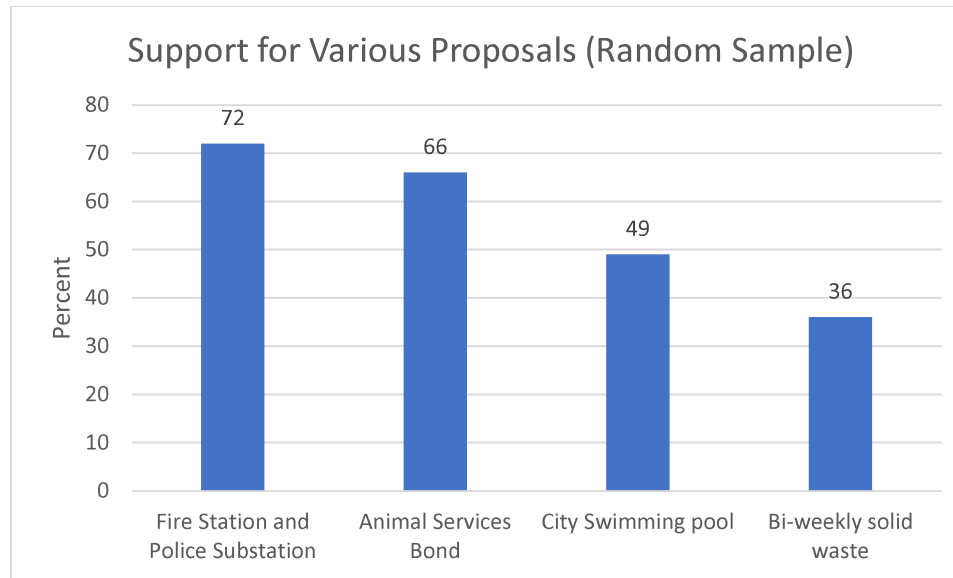
Support for Various Proposals

Respondents were asked to indicate their level of support for various proposals. Two of the four proposals were supported by more than 50% of the respondents. Seventy-two percent of respondents strongly supported or supported a city bond for a new Fire Station and Police Substation. In addition, 66% of respondents strongly supported or supported a bond for an animal services facility. Nearly 50% of respondents supported the idea that the city considers building a city swimming pool. Thirty-six percent of respondents support or strongly support for bi-weekly solid waste pickup for an increase in fees.

	Strongly Support	Support	Oppose	Strongly Oppose	Percent Support	N	Percent Strongly Support or Support
Bi-weekly solid waste	15	21	38	26	36	297	36
Animal Services Bond	21	45	20	14	66	294	66
Fire Station and Police Substation	26	46	17	11	72	292	72
City Swimming pool	19	30	33	18	49	296	49

Support for Various Proposals
(Random Sample)





	City Swimming Pool		Bond for Fire Station and Police Station		Two-times per week garbage pickup	Swimming Pool
No Children	45	Working	68	Male	47	42
Children	58	Retired	79	Female	24	58
Sig.	.05	Sig.	.04	Sig.	<.001	.01

	Swimming Pool		Two-times per week garbage pickup	City swimming pool
Less than 5	49	Less than \$75K	34	51
6 to 20	53	\$75K to \$150K	30	58
More than 20	30	More than \$150K	52	36
Sig.	.05	Sig.	.02	.02



City Council Regular Meeting Staff Report

B. Discussion/Action to approve a contract under the Master Professional Services Agreement with Freese and Nichols, Inc., for the Cibolo South Sanitary Sewer Master Plan and authorize the City Manager to execute the Agreement in the amount of One Hundred Fifty-Three Thousand One Hundred Eight-Eight Dollars (\$153,188.00). (Mr. Parsons)

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Discussion/Action Item: 12B.
From	
Jacob Parsons, Assistant Director Public Works	

PRIOR CITY COUNCIL ACTION:

This council item is part of the overall plan to provide sanitary sewer services as part of the GVSUD and City of Cibolo Comprehensive Settlement Agreement, in which the City acquired five (5) square miles of sanitary sewer service area. On October 15, 2024, the City Council authorized the City Manager to negotiate a professional services agreement with Freese and Nichols, Inc. to complete the Cibolo South Sanitary Sewer Master Plan and to return to the City Council for an award of the contract.

BACKGROUND:

The City of Cibolo conducted an RFQ process for engineering services related to an overall plan to provide sanitary sewer in the five (5) square miles of sewer service area acquired from GVSUD in the comprehensive settlement agreement executed in 2024. The City needs to develop a Wastewater Master Plan for the newly acquired service area. After selecting Freese and Nichols as the most suitable consultant to perform the Wastewater Master Plan during the RFQ process, the City Council authorized the City Manager to negotiate a professional services contract with Freese and Nichols, Inc. For the South Sanitary Sewer Master Plan.

STAFF RECOMMENDATION:

Staff recommends executing the professional services contract with Freese and Nichols to develop our Wastewater Master Plan.

FINANCIAL IMPACT:

The cost of this master plan is \$153,188 and will be funded from our **Water Utility Fund**.

MOTION(S):

Motion to allow the City Manager to execute a contract under the Master Professional Services Agreement with Freese and Nichols, Inc., for the Cibolo South Sanitary Sewer Master Plan and authorize the City Manager to execute the Agreement in the amount of One Hundred Fifty Three Thousand One Hundred Eight Eight Dollars (\$153,188).

Attachments

[South WW Attachment B with scope.pdf](#)

[Contract 24-160-16 -Cibolo South Sanitary Sewer Projects.pdf](#)

ATTACHMENT B

This Work Order is issued subject to, is governed by and incorporates by reference that certain Master Professional Services Agreement, Contract No. 24-160-16, between the City and Consultant effective December 10, 2024.

Work Order Date: January 14, 2025

CONSULTANT: Freese and Nichols, Inc.

Consultant Project Manager: Jessica Vassar, P.E.

City Point of Contact: Jacob Parsons, C.W.P.

Type of Compensation: Lump Sum

Compensation: \$153,188

Description of Services: See Attached.

Deliverables: See Attached.

Schedule Requirements:

Commence Services: January 14, 2025

Completion of Services: November 30, 2025

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

CITY:

CONSULTANT:

CITY OF CIBOLO

Freese and Nichols, INC.

By: _____

By: _____

Name: Wayne Reed

Name: _____

Title: City Manager

Title: _____

City of Cibolo
South Wastewater Master Plan
Scope of Work

Project Understanding

Freese and Nichols, Inc. (FNI) understands that the City of Cibolo is seeking a plan to provide wastewater service to the area south of FM 78, west of Stolte Road, north of IH 10 and east of Cibolo Creek. The interceptors recommended in this study will provide wastewater service to a new area and expand development opportunities in Cibolo. Master planning this area for buildout flows will allow the City to plan for the correct interceptor size and avoid replacement projects in the future. The proposed infrastructure will also carry flows from Green Valley Special Utility District (GVSUD). GVSUD flows will be provided to FNI for inclusion in the sizing of projects.

Scope of Work

1. Project Kick-Off Meeting and Data Collection: Freese and Nichols, Inc. (FNI) will meet with City staff to review scope, project team, schedule of the project, and discuss the data request memorandum. FNI will compile information from the City including GIS files, as-built drawings, and wastewater flow data.
2. Progress Meetings: FNI will attend virtual bimonthly progress meetings with the City and GVSUD throughout the duration of the project for coordination on timing and magnitude of wastewater flows. FNI will attend virtual bimonthly progress meetings with the City on months that there is no meeting with GVSUD.
3. Define Service Areas: FNI will document mapping showing City of Cibolo service area, GVSUD service area, and joint service areas.
4. Review Land Use Assumptions: FNI will utilize information from the City's comprehensive plan to develop wastewater service area projections and land use assumptions. Development will be phased for 5-year, 10-year, 25-year, and Buildout and distributed by subbasin. Shapefiles of the proposed land use will be provided by the City. Region L flood plan data will also be used as a source of population data.
5. Review Historical Wastewater Flows: FNI will obtain and evaluate historical wastewater flow data to develop trends. This data will be used to determine expected per-capita loads for future projections.
6. Develop and Distribute Wastewater Flow Projections: FNI will develop wastewater flow projections for existing, 5-year, 10-year, 25-year, and Buildout conditions using the future land use assumptions and selected design criteria. FNI will also review the GVSUD water master plan to confirm the timing of water infrastructure. FNI will distribute wastewater flows throughout the service area based on the existing and future population distribution. Flows for GVSUD area will be provided by consultant for GVSUD in addition to tie in points for City of Cibolo interceptors.

7. Progress Meeting- Land Use and Flow Projections: FNI will attend a progress meeting with City to discuss future land use, timing of growth, and wastewater flow projections.
8. Develop Wastewater System Improvements: FNI will utilize future flow conditions to develop and analyze alternative improvements for sizing of wastewater system conveyance, storage, and lift station facilities needed to serve buildout flows throughout each sub-basin. FNI will use interim 5-year, 10-year, and 25-year flows to determine phasing of wastewater system improvements. System improvements will include gravity lines, force mains, lift stations and collection system related needs.
9. Develop Capital Improvement Plan (CIP) Costs, Phasing Plan & Mapping: FNI will develop a draft prioritized CIP for wastewater system with descriptions, cost estimates, phasing, and large-scale mapping of projects based upon system growth and reliability needs. Costs will be in Year 2025 dollars and will include engineering and contingencies.
10. 5-year Constructability Evaluation: FNI will review up to two (2) route options, for up to four (4) projects, identified in the 5-year CIP. FNI will attend one site visit and use available data/information to provide a deliverable with the following; GIS level exhibits, potential easements, hydraulic analysis, and potential permits required. 5-year projects will also include Class 4 OPCCs.
11. Progress Meeting – Capital Improvements Plans: FNI will attend a progress meeting with City to discuss draft CIP, project phasing, and prioritization.
12. Prepare South Wastewater Master Plan Report: FNI will prepare a Draft South Wastewater Master Plan Report discussing assumptions, methodologies, and findings for growth projections, future system hydraulic analyses, and recommended capital improvement plans including schedule and costs of improvements. The report will include colored maps showing proposed system improvements. FNI will submit an electronic PDF copy of the draft report to the City for review.
13. Progress Meeting – Draft South Wastewater Master Plan Report: FNI will attend a progress meeting with the City to discuss and solicit comments on the Draft South Wastewater Master Plan Report.
14. Revise and Finalize South Wastewater Master Plan Report: FNI will revise the report based on City comments and submit five (5) final hard copies and one (1) electronic copy in PDF format of the Final South Wastewater Master Plan Report.
15. City Council Presentations: FNI will attend up to three (3) meetings with City Council to provide progress updates or present study recommendations. Attendance will include PowerPoint preparation and presentation during the City Council meeting.

Project Schedule

FNI will complete the proposed scope of work within 7 months of receiving flow projections from GVSUD.



City of Cibolo
200 South Main Street
Cibolo, Texas 78108

**STANDARD FORM OF AGREEMENT
MASTER PROFESSIONAL SERVICES**

CIBOLO SOUTH SANITARY SEWER MASTER PLAN

CONTRACT # 24-160-16

**MASTER PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 24-160-16**

This Contract is between the **City of Cibolo**, a Texas home-rule municipal corporation, (the “City”) and **Freese & Nichols, Inc.**, a (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

City and Consultant are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

The Parties hereby agree as follows:

**ARTICLE 1
SCOPE OF SERVICES**

1.1 Consultant agrees to perform professional services (the “Services”) related to **Cibolo South Sanitary Sewer Master Plan** as are requested from time to time by City, which Services shall be set forth more particularly in Work Orders, the form of which is attached hereto as **Attachment B**, issued from time to time by City and accepted by Consultant. Each Work Order shall constitute a separate and independent agreement between Consultant and City.

1.2 Work Orders shall contain the schedule, price, and payment terms applicable to the Services within the scope of such orders. Time is of the essence to this Agreement and all Work Orders. Work Orders shall become effective when an acknowledged copy thereof is signed by a duly authorized officer of Consultant, returned to City and countersigned by City. The specific terms of a Work Order may not be modified unless such modifications are agreed to in writing by City and Consultant. The Consultant shall review the Work Order, prepare a cost estimate to complete the Scope of Work, agree to an estimated schedule for performance, and return the Work Order for City’s authorization. City Manager may also issue oral Work Orders to which Consultant will respond with a written proposal. Upon receipt of City’s written acceptance. The Consultant shall commence the Work as detailed on the Work Order.

1.3 All Work Orders incorporate and shall be governed by and subject to the terms, conditions, and other provisions of this Agreement; provided, however, that a Work Order may specifically state a term, condition, or other provision of this Agreement that is being modified thereby. Unless so stated, the terms, conditions, or other provisions contained in any Work Order or any proposal attached to or incorporated into a Work Order that conflict with any terms, conditions, or other provisions of this Agreement shall have no effect and shall be deemed stricken and severed from such Work Orders, and the balance of the terms, conditions, and other provisions contained in such Work Orders shall remain in full force and effect. Modifications of the terms, conditions, or other provisions of this Agreement with respect to a particular Work Order shall not modify the terms, conditions or other provisions of this Agreement with respect to any other Work Order.

1.4 Nothing herein shall obligate City to issue, or Consultant to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement shall prohibit the Parties, or either of them, from entering into agreements other than this Agreement for professional services or other work.

1.5 Consultant agrees to execute any and all certificates and/or documents as may reasonably be required by City, provided same is not in conflict with this Contract, unless excepted by Consultant in writing.

1.6 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's Services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Contract. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement. Consultant shall designate a full-time employee contact for each Work Order to act as the project manager (the "Consultant Project Manager") issued by and under this Contract for consultation throughout the Work Order. Any replacement of that Consultant Project Manager shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

1.7 Consultant shall be responsible for the coordination of its Services with those of its Subconsultant, the City, and the City's Consultants. Consultant shall be responsible for the completeness and accuracy of all Work Product submitted by or through Consultant and for its compliance with all applicable local, state and federal rules, regulations, ordinances and codes, life safety codes, building codes, zoning codes, and accessibility requirements and codes, including, but not limited to the provisions of the Americans with Disabilities Act, the *Texas Accessibility Standards of the Architectural Barriers Act* located at Chapter 469 of the Texas Government Code, the Federal Fair Housing Amendment Act, and all other regulatory requirements, laws, standards, codes and statutes related to the Services. Upon receipt from the City, the Consultant shall review any services or information furnished by the City and the City's Consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

ARTICLE 2

TERM OF AGREEMENT

2.1 This Agreement shall be effective from the date first set forth above and shall continue without action by either Party for a term of three (3) years from the date first set forth above or through completion of the Work for all approved Work Order(s) unless terminated earlier in writing in accordance with Article 12. The original Agreement may be renewed for up to two (2) additional one (1) year terms.

2.2 Notwithstanding the foregoing Paragraph 2.1, this Agreement shall apply to and remain in effect for Work Orders issued and accepted during the term of this Agreement until such time as Consultant's obligations in connection with the Services under such Work Orders have been completed and fulfilled; provided however, that, pursuant to Article 12, either Party shall have the right to terminate any Work Order for cause and City shall have the right to terminate any Work Order for convenience.

2.3 Without limiting the generality of the foregoing Paragraph 2.2, Consultant's obligations under Articles 5, 6, 8, 9, 10, 11, 18, 19 and 20 shall survive the expiration of termination of this Agreement or any Work Order.

ARTICLE 3 COMPENSATION AND PAYMENT

3.1 City agrees to pay Consultant, and Consultant agrees to accept, as full and complete compensation for Services properly performed by Consultant in accordance with this Agreement and applicable Work Order, the rates and charges agreed upon for a specific Work Order. Paragraphs A.1 or A.2 of **Attachment A**, which is attached hereto and incorporated herein by reference, shall be used to negotiate the compensation payable for each Work Order issued hereunder.

3.2 On or before the tenth day of each calendar month, Consultant shall submit an invoice to City, together with backup documentation required by City and releases and waivers in forms acceptable to City, covering all Services performed under any Work Order by Consultant and its subconsultants, subcontractors and suppliers during the preceding calendar month. Consultant shall separately itemize on each invoice: (i) each Work Order for which payment is sought, (ii) the amount budgeted for each such Work Order, (iii) the amount of payment requested pursuant to each such Work Order, (iv) the amount previously paid pursuant to each such Work Order, (v) descriptions of Services performed during the prior month pursuant to each such Work Order, and (vi) the total payment requested by such invoice. Pursuant to The Texas Prompt Pay Act (Texas Government Code 2251.021) payments terms are NET thirty (30) days from date of invoice. If City objects to all or any portion of an invoice, it will notify Consultant of the same within twenty one (21) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the Parties shall make every effort to settle the disputed portion of the invoice. Interests and Consultant's right to suspend performance will be governed by Texas Prompt Pay Act.

3.3 City shall have the right but not the obligation to withhold all or any part of payment requested in any invoice to protect City from loss or expected loss because of:

- (a) services that are not in compliance with this Agreement or the applicable Work Order or any failure of Consultant to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;

- (b) third party suits, stop notices, claims or liens arising out of Services performed for which Consultant is responsible pursuant to this Agreement and asserted or filed against City or any of its property or portion thereof or improvements thereon provided that Consultant fails to provide City with sufficient evidence that Consultant's insurance is adequate or shall cover the claim(s);
- (c) uninsured damage to any Indemnitee (hereinafter defined) which results from Consultant's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by Consultant or any of its subcontractors, subconsultants, or suppliers which excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance; or
- (d) any failure of Consultant to pay any subcontractor, subconsultant, or supplier of Consultant the correct, undisputed, and contractually obligated amount for acceptable services received and for acceptable supplies received. Consultant will not include in its billings to City any amount in a subcontractor or supplier invoice which it has not paid or does not intend to pay within the terms and conditions of the applicable subcontract agreement or supplier purchase order.

Any failure by City to exercise its right to withhold all or any part of payment requested in any invoice as provided in this Paragraph 3.3 shall not be and shall not be construed as (i) a waiver of City's right to do so in the future, or (ii) evidence that any of the circumstances identified in Subparagraphs 3.3(a) through (d) above have not occurred.

3.4 Consultant agrees to pay in full (less any applicable retainage) as soon as reasonably practicable, but in no event later than thirty (30) days following payment from City, all subcontractors, subconsultants, and any other persons or entities supplying labor, supplies, materials, or equipment in connection with Services that are owed payment by Consultant out of such payment made to Consultant by City. Provided that City is not in breach of its payment obligations hereunder, Consultant shall ensure that the Project site remains free from all liens and claims by its consultants. If City receives notice of a lien claim, or a claim for non-payment, from any of Subconsultants, City may, in its sole discretion, directly pay any such Subconsultant. If City pays the Subconsultant, the amount paid for the claim and any expenses, including reasonable attorneys' fees, incurred by City shall be deducted from Consultant's next payment. Further, provided that City has paid Consultant in accordance with the terms of this Agreement and any particular Work Order, CONSULTANT SHALL DEFEND AND INDEMNIFY CITY FROM AND AGAINST ANY CLAIMS FOR PAYMENT ASSERTED OR FILED BY ANY SUCH PERSON OR ENTITY AGAINST CITY, ITS PROJECT OR PROPERTY OR CONSULTANT.

ARTICLE 4
STANDARD OF CARE; COORDINATION OF SERVICES; SAFETY; COST ESTIMATES; LEGAL COMPLIANCE; THIRD PARTY REVIEW

4.1 Pursuant to Texas Local Government Code §271.904(d), Consultant shall perform, supervise and direct the Services, and otherwise discharge its obligations under this Agreement and any Work Order: (a) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and (b) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineers (collectively, the Consultant's "Standard of Care").

4.2 Consistent with its Standard of Care, Consultant shall (a) perform its Services in accordance with all applicable laws, codes, ordinances and regulations; (b) perform its Services in an efficient manner; and (c) keep City apprised of the status of Services, coordinate its activities with City, and accommodate other activities of City at sites that Services impact. Consultant shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

4.3 Consultant shall be responsible for its own activities at sites including the safety of its employees, and that of its subconsultants, subcontractors and suppliers but shall not assume control of or responsibility for the site. The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while performing Services. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons. Provided however, that to the extent such Work Order or Services are to be performed for or on an active construction project, construction contractors of City shall have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all persons, and for taking all appropriate steps to ensure the quality of their work and the safety of their employees and of the public in connection with their performance of work or services provided under contracts with City. Without assuming any control over, responsibility for or liability whatsoever with respect to the construction contractor obligations of the foregoing sentence, Consultant shall notify City if it observes violations of safety regulations or ordinances or quality of work deficiencies by City's construction contractors to the extent Consultant becomes actually aware of same or Consultant should have known if practicing Consultant's Standard of Care. Consultant shall comply with the site safety program and rules established by the construction contractors.

4.4 To the extent that Consultant provides to City any estimate of costs associated with construction, any such estimate shall be developed in accordance with Consultant's Standard of Care, but it is recognized by the Parties that neither Consultant nor City has control over the cost of the labor, materials, or equipment, over a construction contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary

from City's budget for the project or from any estimate of the cost of work or evaluation prepared or agreed to by Consultant.

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

- (a) With respect to providing Services hereunder, Consultant shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.
- (b) Pursuant to Texas Local Government Code Chapter 176, Consultant shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time Consultant submits this signed Agreement to City. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If Consultant certifies that there are no Conflicts of Interest, Consultant shall indicate so by writing name of Consultant's firm and "No Conflicts" on the TEC Form CIQ.
- (c) If Consultant is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, Consultant shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to City at the time Consultant submits this signed Agreement to City. TEC Form 1295 and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/filinginfo/1295/>. Consultant agrees and acknowledges that this Agreement shall be of no force and effect unless and until Consultant has submitted said form to City, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.
- (d) As required by Chapter 2271, Texas Government Code, Consultant hereby verifies that Consultant, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.
- (e) Pursuant to Chapter 2252, Texas Government Code, Consultant represents and certifies that, at the time of execution of this Agreement, neither Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

- (f) As required by Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, Consultant hereby verifies that Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term “boycott energy companies” in this paragraph shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code, as amended.

- (g) As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), as amended, Consultant hereby verifies that Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term “discriminate against a firearm entity or trade association” in this paragraph shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

- (h) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature, Regular Session), as amended, and to the extent this Agreement grants to Consultant direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Consultant verifies that neither Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” in this paragraph means a country designated by the Governor as a threat to critical infrastructure under Section 2274.0103, Texas Government Code. The term “critical infrastructure” in this paragraph shall have the meaning assigned to such term in Section 2274.0101, Texas Government Code.

4.6 Consultant acknowledges and agrees that projects of City may be subject to review and approval by other third parties. Accordingly, as and when requested by City, Consultant shall submit such information and cooperate with the other third parties to the extent necessary to undergo any such review or obtain any such approval.

4.7 Consultant does not represent Work Product to be suitable for reuse on any other project or for any other purpose(s). If City reuses any Work Product without Consultant's specific written verification or adaptation, such reuse will be at the risk of City, without liability to Consultant.

4.8 Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

4.9 Conflicts of Interest Prohibited. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement or any Work Order. If Consultant maintains or acquires a conflicting interest, any contract or Work Order with the City (including this Agreement) involving Consultant's conflicting interest may be terminated by the City. The Consultant shall take appropriate steps to ensure that neither the Consultant nor any Staff is placed in a position where, in the reasonable opinion of the City, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the duties owed to the City under the provisions of the Contract. The Consultant will disclose to the Authority full particulars of any such conflict of interest which may arise. By means of example only, and not limitation, it shall be a potential conflict of interest if Consultant provides plan review services on any land development, where Consultant has been involved in the preparation of the current or prior plan proposed to be developed in the City to ensure that such conform to codes adopted by the City; or has been involved in the preparation of a plan adjacent or abutting a development for which the City has requested Plan Review Services.

4.9.1 Notice of Potential Conflict. Consultant shall notify City in writing prior to accepting any Work Order, or beginning Services on any assignment or task under a Work Order for which Consultant believes there is or may be an actual or potential conflict of interest due to Engineer's professional services to third parties. If any such actual or potential conflict of interest arises under this Agreement, Consultant shall immediately inform the City in writing of such conflict. The Consultant shall not receive any compensation, and Consultant waives the same, in connection with any work, Services or other activities of the Consultant for Service provided where a conflict of interest exists, unless notice is provided as required herein. As used herein a conflict of interest.

4.9.2 Termination for Material Conflict. If, in the reasonable judgment of the City after receiving notice required in 4.9.1 or otherwise, such conflict poses a material conflict to and with the performance of Consultant's obligations under this Agreement, then the City may terminate the Agreement for convenience immediately upon written notice to Consultant; such termination of the Agreement or any Worker shall be effective upon the receipt of such notice by Consultant.

4.10 Minimize Interruption. It should be understood that City's water and wastewater distribution systems must function during the Contract period with a minimum of inconvenience to City. Requirements of the: Texas Commission on Environmental Quality (TCEQ); Texas Railroad Commission (TRC); and the State and federal regulatory agencies having jurisdiction over the Project site, must be met by Consultant. It is therefore incumbent on Consultant to plan ahead in design and Services on the basis of integrating any demolition, installation, construction and implementation program as far as possible into the normal operating sequence of the various utility systems to avoid or minimize disruption of services. No departure from the normal operating sequence of the utility systems will be allowed, except with the specific advanced written agreement of City, and Consultant's design specifications and drawings should include provisions requiring the same.

ARTICLE 5 COST RECORDS

5.1 Consultant shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by Consultant under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, Consultant shall maintain records of direct costs for which City is charged. City shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom. City's audit rights for fixed unit rate or time and materials Work Orders shall extend to review of records for the purpose of substantiating man-hours worked, units employed, and third-party charges only. Except to the extent audit rights are granted to City by applicable law, City shall have no audit rights with respect to the portion of Work Orders or Services compensated on a lump sum basis.

ARTICLE 6 OWNERSHIP OF WORK PRODUCT AND TECHNOLOGY

6.1 All studies, plans, deliverables, reports, drawings, specifications, cost estimates, software, computations, and other information and documents prepared by Consultant, its subconsultants, subcontractors, and/or suppliers, in connection with Services or any project of City are and shall remain City's property upon creation (collectively, "Work Product"); provided, however, that Work Product shall not include pre-existing proprietary information of Consultant, its subconsultants, subcontractors, and/or suppliers ("Consultant Proprietary Information"). To this end, Consultant agrees to and does hereby assign, grant, transfer, and convey to City, its successors and assigns, Consultant's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Consultant confirms that City and its successors and assigns shall own Consultant's right, title and interest in and to, including without limitation the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other transfer of ownership), to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). In addition, Consultant hereby grants City a fully

paid-up, royalty free, perpetual, assignable, non-exclusive license to use, copy, modify, create derivative works from and distribute to third parties Consultant Proprietary Information in connection with City's exercise of its rights in the Work Product, operation, maintenance, repair, renovation, expansion, replacement, and modification of projects of City or otherwise in connection with property or projects in which City has an interest (whether by City or a third party). Consultant shall obtain other assignments, confirmations, and licenses substantially similar to the provisions of this paragraph from all of its subconsultants, subcontractors, and suppliers. Work Product is to be used by Consultant only with respect to the Project in connection with which such Work Product was created and is not to be used on any other project. Consultant and its subconsultants, subcontractors, and suppliers are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of Services. Submission or distribution to comply with official regulatory requirements for other purposes in connection with Services is not to be construed as publication in derogation of City's copyright or other reserved rights. Consultant agrees that all Work Product will be maintained according to the provisions of the Public Information Act, Chapter 552, Texas Government Code, and the Local Government Records Act, Chapters 201 through 205, Texas Local Government Code, each as amended. Consultant shall deliver all copies of the Work Product to City upon the earliest to occur of City's request, completion of Services in connection with which Work Product was created, or termination of this Agreement. Consultant is entitled to retain copies of Work Product for its permanent Project records.

6.2 Consultant agrees that all information provided by City in connection with Services shall be considered and kept confidential ("Confidential Information"), and shall not be reproduced, transmitted, used, or disclosed by Consultant without the prior written consent of City, except as may be necessary for Consultant to fulfill its obligations hereunder; provided, however, that such obligation to keep confidential such Confidential Information shall not apply to any information, or portion thereof, that:

- (a) was at the time of receipt by Consultant otherwise known by Consultant by proper means;
- (b) has been published or is otherwise within the public domain, or is generally known to the public at the time of its disclosure to Consultant;
- (c) subsequently is developed independently by Consultant, by a person having nothing to do with the performance of this Agreement and who did not learn about any such information as a result of Consultant's being a Party to this Agreement;
- (d) becomes known or available to Consultant from a source other than City and without breach of this Agreement by Consultant or any other impropriety of Consultant;

- (e) enters the public domain without breach of the Agreement by or other impropriety of Consultant;
- (f) becomes available to Consultant by inspection or analysis of products available in the market;
- (g) is disclosed with the prior written approval of City;
- (h) with the exception of trade secrets, was exchanged between City and Consultant and ten (10) years have subsequently elapsed since such exchange; or
- (i) is disclosed to comply with the Texas Open Records Act or in response to a court order to comply with the requirement of a government agency.

6.3 Consultant shall not be liable for the inadvertent or accidental disclosure of Confidential Information, if such disclosure occurs despite the exercise of at least the same degree of care as Consultant normally takes to preserve and safeguard its own proprietary or confidential information.

6.4 Consultant will advise City of any patents or proprietary rights and any royalties, licenses, or other charges which Consultant knows or should know in the exercise of its Standard of Care impacts any design provided by Consultant in connection with any Services and obtain City's prior written approval before proceeding with such Services. Consultant shall not perform patent searches or evaluation of claims, but will assist City in this regard if requested, pursuant to a written change order in accordance with Paragraph 12.1, below. There will be no charge for Consultant's existing patents.

6.5 Public Records. Notwithstanding any provisions of the Agreement to the contrary, Consultant understands that the City will comply with the Texas Public Information Act, Tex. Gov't. Code Ch. 552. If contacted by the City, Consultant will cooperate with the City in the production of documents responsive to the request. Consultant agrees to provide the documents responsive to the request in the format and within the time frame specified by the City. Consultant may request that City seek an opinion from the Office of the Attorney General of Texas. However, the final decision whether to seek a ruling from the Office of the Attorney General of Texas will be made by the City in its sole discretion to comply with the legal requirements of the Texas Public Information Act. Additionally, Consultant will notify the City's general counsel within twenty-four (24) hours of receipt of any third-party requests for information written, produced, collected, assembled, or maintained in connection with the Agreement and/or any amendment to the Agreement. The Agreement and/or any amendment to the Agreement and all data and other information generated or otherwise obtained in its performance is subject to the Texas Public Information Act. Consultant agrees to maintain the confidentiality of information received from the City during the performance of the Agreement, including information which discloses confidential personal information particularly, but not

limited to, social security numbers. Furthermore, Consultant is required to make any information created or exchanged with the State pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public, as specified by the City, at no additional charge to the City. Notwithstanding the foregoing, City acknowledges that one or more of Consultant's affiliates is a registered investment adviser and that Consultant may be subject to routine examinations, investigations, regulatory sweeps or other regulatory inquiries by applicable regulatory and self-regulatory authorities. City agrees that Consultant may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at City, Consultant will notify City (to the extent not prohibited by such authority or examiner or by applicable rule, regulation or law) as promptly as practicable following such request. City acknowledges that Consultant's review of the Confidential Information will inevitably enhance Consultant's knowledge and understanding of City's business in a way that cannot be separated from Consultant's other knowledge, and City agrees that this Agreement shall not restrict Consultant in connection with the purchase, sale, consideration of, and decisions related to other investments.

ARTICLE 7 INDEPENDENT CONTRACTOR RELATIONSHIP

7.1 In the performance of Services hereunder, Consultant shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. Consultant shall not be considered a partner, affiliate, agent, or employee of City and shall in no way have any authority to bind City to any obligation.

ARTICLE 8 WARRANTY PERIOD; GUARANTEES

8.1 If within a period of one (1) year following completion of Services under a Work Order, it is discovered that such Services were not performed in accordance with Consultant's Standard of Care, City, in its sole discretion, may: (1) direct Consultant to re-perform and Consultant shall re-perform such Services at its own expense, and as expediently or in the manner required for City's needs; or (2) retain such other consultant or consultants as necessary to perform such corrective services, and Consultant agrees to pay City's costs associated with having such other consultant or consultants perform such corrective services, and any other damages incurred by City as a result of such default. The obligations of Consultant under this Paragraph 8.1 are in addition to other rights and remedies of City available to it pursuant to this Agreement or applicable law.

8.2 Consultant agrees to assign City the warranty or guarantee of any subconsultant, subcontractor, supplier or manufacturer of items of services, supplies, machinery, equipment, materials, or products provided by Consultant hereunder and cooperate and assist City in City's enforcement thereof. Consultant's responsibility with respect thereto is limited to such

assignment, cooperation, and assistance. The representations and warranties of Consultant under this Agreement and Work Orders are made in lieu of any other warranties or guarantees and Consultant makes no other warranties whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and Consultant shall have no liability to City based upon any theory of liability that any such other warranty was made or breached.

ARTICLE 9 INDEMNIFICATION

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

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

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

NOTHING CONTAINED IN THIS SECTION 9.1 SHOULD BE CONSTRUED TO REQUIRE CONSULTANT TO INDEMNIFY OR HOLD HARMLESS CITY OR ANY INDEMNITEES FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CITY OR INDEMNITEES SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE §271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE §130.002(B)). . NOTHING IN THIS ARTICLE 9 IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW.

9.2 TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO THE EXTENT A DEFENSE IS NOT PROVIDED FOR THE INDEMNITEES UNDER AN INSURANCE POLICY AS REQUIRED UNDER ARTICLE 11 HEREOF OR THE INDEMNITEES' ATTORNEYS' FEES ARE NOT OTHERWISE RECOVERED UNDER THE INDEMNITY PROVISION SET FORTH IN SECTION 9.1 HEREOF, CONSULTANT SHALL, UPON FINAL ADJUDICATION OF THE LOSSES AS DEFINED IN SECTION 9.1 HEREOF AND WITHIN THIRTY (30) DAYS FOLLOWING THE DATE OF A WRITTEN DEMAND, REIMBURSE THE INDEMNITEES FOR ALL REASONABLE ATTORNEYS' FEES INCURRED TO DEFEND AGAINST THE LOSSES IN PROPORTION TO CONSULTANT'S LIABILITY TO ANY THIRD PARTY FOR SUCH LOSSES.

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

9.4 It is mutually understood and agreed that the indemnification provided for in this section 9 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

9.5 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Section 9.1, and any Additional Insured requirements under Article 11, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

**ARTICLE 10
LIMITATION OF LIABILITY**

10.1 SUBJECT TO 10.2, BELOW, NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE OR ANY OTHER INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF A PARTY, WHETHER ACTIVE OR PASSIVE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

10.2 EXCLUSIONS FROM WAIVER. NOTWITHSTANDING ANYTHING CONTAINED IN SECTION 10.1 ABOVE, CITY AND CONSULTANT MUTUALLY AGREE THAT THE FOLLOWING LIABILITIES, OBLIGATIONS AND DAMAGES ARE SPECIFICALLY EXCLUDED FROM ANY WAIVER OF CONSEQUENTIAL DAMAGES SET FORTH IN SECTION 10.1:

- 10.2.1. CONSULTANT'S OBLIGATION TO INDEMNIFY OWNER OR OTHER INDEMNITEES UNDER SECTION 9.1 FOR CONSEQUENTIAL DAMAGES ARISING OUT OF CLAIMS (A) ASSERTED UNDER SECTION 9.1 AND 9.2 AND (B) SUFFERED BY THIRD PARTIES WITH RESPECT TO CLAIMS COVERED BY CONSULTANT'S INDEMNIFICATION OBLIGATIONS;**
- 10.2.2. A PARTY'S WAIVER IN SECTION 10.1 WILL NOT APPLY TO THE EXTENT ITS EFFECT WOULD BE TO LIMIT THE OBLIGATION OF AN INSURER TO PAY INSURANCE PROCEEDS THAT WOULD, BUT FOR THE OPERATION OF SUCH WAIVER, BE PAYABLE BY THAT INSURER;**
- 10.2.3. ANY DIRECT OR "NON-CONSEQUENTIAL" DAMAGE(S) INCURRED BY OWNER OR CONSULTANT;**
- 10.2.4. COSTS OF CORRECTIVE OR COMPLETION WORK CAUSED BY OR RESULTING FROM THE CONSULTANT'S FAILURE TO COMPLY WITH THE REQUIREMENTS IMPOSED ON THE CONSULTANT BY THIS AGREEMENT OR ANY WORK ORDERS ISSUED THEREUNDER;**
- 10.2.5. FINES AND PENALTIES LEVIED BY A REGULATORY AGENCY;**
- 10.2.6. GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CONSULTANT OR ITS SUBCONSULTANTS, THEIR EMPLOYEES OR ANY FOR WHOM THEY ARE RESPONSIBLE.**

10.3 THE PARTIES AGREE THAT NEITHER PARTY'S INDIVIDUAL EMPLOYEES, OFFICERS, ELECTED OFFICIALS, DIRECTORS OR PRINCIPALS SHALL BE SUBJECT TO ANY PERSONAL LIABILITY AS A RESULT OF OR IN CONNECTION WITH THE CONTRACT OR ANY WORK ORDER FOR SERVICES HEREUNDER, EXCEPT AS REQUIRED UNDER THE TEXAS OCCUPATIONS CODE § 1051. IN CASES INVOLVING THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CITY'S, OR CONSULTANT'S EMPLOYEES, OFFICERS, DIRECTORS OR PRINCIPALS, THE FOREGOING

LIMITATION SHALL NOT APPLY AND THE OTHER PARTY SHALL BE ENTITLED TO ALL AVAILABLE REMEDIES AT LAW OR IN EQUITY.

ARTICLE 11 INSURANCE

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

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

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

11.2 Types. Consultant shall have the following types of insurance:

11.2.1 Commercial General Liability.

11.2.2 Business Automobile Liability.

11.2.3 Workers Compensation/Employer's Liability

11.2.4 Professional Liability.

11.3 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Attachment C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.4 General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

11.4.1 Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.

11.4.2 Deductibles shall be listed on the Certificate of Insurance.

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

11.5 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

- 11.5.1 Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- 11.5.2 Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- 11.5.3 No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- 11.5.4 The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- 11.5.5 The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.6 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.

- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.7 Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "Consultant" as identified in this Contract:

11.7.1 Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy; either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

11.7.2 The workers' compensation/employer's liability insurance shall include the following terms:

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

11.7.3 Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

11.7.3.1 Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-

83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. 'Services' include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 11.7.3.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- 11.7.3.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- 11.7.3.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 11.7.3.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.7.3.5.1 a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 11.7.3.5.2 no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current

certificate of coverage ends during the duration of the project.

- 11.7.3.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 11.7.3.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 11.7.3.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 11.7.3.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 11.7.3.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 11.7.3.9.2 provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 11.7.3.9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 11.7.3.9.4 obtain from each other person with whom it contracts, and provide to the Contractor:
 - 11.7.3.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and
 - 11.7.3.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- 11.7.3.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 11.7.3.9.6 notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 11.7.3.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.7.3.9.8 By signing this Contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.7.3.9.9 The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor that entitles the governmental entity to declare the Contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

11.8 Professional Liability Requirements. The following Professional Liability requirements shall apply:

- (a) **Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.**
- (b) Minimum of \$2,000,000 per claim and \$5,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of Cibolo when requested.
- (c) Professional liability coverage will be obtained and maintained by Consultant and Subconsultant with policy limits set forth above to insure from and against all negligent acts, errors, and omissions in the professional services performed by

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

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

ARTICLE 12

CHANGES; TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

12.1 City may, at any time and from time to time, make written changes to Work Orders in the form of modifications, additions, or omissions. In the event that any such change, through no fault of Consultant, shall impact Consultant's compensation or schedule, then (a) such changes shall be authorized by written change order issued by City and accepted by Consultant, and (b) an equitable adjustment shall be made to the Work Order in writing duly executed by both Parties, to reflect the change in compensation and schedule.

12.2 City may for convenience terminate this Agreement, any Work Order issued under this Agreement, or Consultant's right to perform Services under this Agreement or any Work Order by at any time giving seven (7) days written notice of such termination. In such event, City shall have the right but not the obligation to assume all obligations and commitments that Consultant may have in good faith undertaken or incurred in connection with the Services terminated, and City shall pay Consultant, as its sole and exclusive remedy, for Services properly performed to date of termination and for reasonable costs of closing out such Services provided City has pre-approved such costs. Consultant shall not be entitled to lost profit on unperformed Services or any consequential damages of any kind. Upon termination, Consultant shall invoice City for all services performed by Consultant prior to the time of termination which have not previously been compensated. Payment of undisputed amounts in the final invoice shall be due and payable within thirty (30) days after receipt by City and City's receipt of all Work Product. Consultant shall include a similar provision allowing for termination for convenience on similar terms in all its lower-tier subcontracts.

12.3 This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with its requirements and such Party does not cure

such failure within ten (10) days after receipt of written notice describing such failure. In the event that City terminates this Agreement or any Work Order for cause, Consultant shall not be entitled to any compensation until final completion of the then ongoing Services and any such entitlement shall be subject to City's right to offset and/or recoup all damages and costs associated with finally completing such Services. If for any reason, Consultant is declared in default and/or terminated by City under any Work Order with City, City shall have the right to offset and apply any amounts which might be owed to City by Consultant against any earned but unpaid amounts owed to Consultant by City under any Work Order. In the event any Work Order is terminated by City, Consultant shall promptly deliver to City all Work Product with respect to such terminated Work Order.

12.4 The City may, without cause, order the Consultant in writing to suspend, delay, or interrupt this Agreement or any Work Order in whole or in part for such period of time as the City may determine. Upon receipt of such notice, the Consultant shall, unless the notice requires otherwise, immediately discontinue Services on the date and to the extent specified in the notice. The Consultant shall be compensated for Services performed prior to notice of such suspension. When the services under this Contract are resumed, the Consultant shall be compensated for expenses directly and necessarily incurred in the interruption and resumption of the Consultant's services, without markup.

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

City:

Consultant:

City of Cibolo

Freese and Nichols, INC.

**Attn: Wayne Reed
200 South Main Street
Cibolo, Texas 78108**

**Attn: John New
9601 McAllister Freeway, Suite 1008
San Antonio, Texas 78216**

**ARTICLE 13
FORCE MAJEURE**

13.1 Any delay in performance or non-performance of any obligation other than an obligation to make a payment as required under this Agreement or any Work Order, of Consultant contained herein shall be excused to the extent such delay in performance or non-performance is caused by Force Majeure. "Force Majeure" shall mean fire, flood, act of God, earthquakes, extreme weather conditions, epidemic, pandemic, war, riot, civil disturbance or unrest, imposition of martial law, restrictions imposed by civil authority, loss of control of civil authority, illegal activity, extreme unreliability or failure of the utility infrastructure, failure of the US banking system, loss of access to communication systems, sabotage, terrorism, or judicial

restraint, but only to the extent that such event (i) is beyond the reasonable control of and cannot be reasonably anticipated by or the effects cannot be reasonably alleviated by Consultant and (ii) prevents the performance of Services.

13.2 If Consultant is affected by Force Majeure, Consultant shall promptly provide notice to City, explaining in detail the full particulars and the expected duration thereof. Notice will be considered prompt if delivered within five days after Consultant first becomes aware that the event of Force Majeure will affect the performance of Services and the end of the restrictions, if any, on Consultant's ability to communicate with City. Consultant shall use its commercially reasonable efforts to mitigate the interruption or delay if it is reasonably capable of being mitigated.

ARTICLE 14

SUCCESSORS, ASSIGNMENT AND SUBCONTRACTING

14.1 City and Consultant bind themselves and their successors, executors, administrators and permitted assigns to the other Party of this Agreement and to the successors, executors, administrators and permitted assigns of such other party, in respect to all covenants of this Agreement.

14.2 No right or interest in this Agreement or any Work Order shall be assigned by Consultant or City without the prior written consent of the other Party.

14.3 Prior to commencement of any part of the Services to be provided under any Work Order with respect to which Consultant has elected to subcontract, Consultant will notify City in writing of the identity of the particular subcontractor, subconsultant or supplier Consultant intends to employ for the performance of such part of the Services and the scope of Services it will perform. City shall have the right within twenty-one (21) calendar days of such written notice to disallow Consultant's employment of any particular subcontractor, subconsultant or supplier, provided that any reasonable additional costs incurred by Consultant as a result of such disallowance shall be borne by City.

ARTICLE 15

SEVERABILITY; NON-WAIVER

15.1 If any provision or portion thereof of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from the Agreement or such Work Order and the balance of the Agreement or Work Order shall remain in full force and effect. The Parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the Parties.

15.2 Failure by City in any instance to insist upon observance or performance by Consultant of any term, condition or obligation of this Agreement shall not be deemed a waiver by City of any such observance or performance. No waiver by City of any term, condition, obligation or breach of this Agreement will be binding upon City unless in writing, and then will be for the particular instance specified in such writing only. Payment of any sum by City to Consultant with knowledge of any breach will not be deemed a waiver of such breach or any other breach.

ARTICLE 16 LICENSE REQUIREMENTS

16.1 The Consultant and any subconsultant shall have and maintain any licenses, registrations and certifications required by the State of Texas or recognized professional organizations governing the Services performed under this Agreement and any Work Order.

ARTICLE 17 ENTIRE AGREEMENT

17.1 This Agreement and all Work Orders issued under it contain the full and complete understanding of the Parties pertaining to their subject matter and supersede any and all prior and contemporaneous representations, negotiations, agreements or understandings between the Parties, whether written or oral. The Agreement and Work Orders may be modified only in writing, signed by both Parties.

ARTICLE 18 GOVERNING LAW; VENUE

18.1 This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with, or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles. Venue of all dispute resolution proceedings arising out of, connected with or relating to this Agreement, shall be in Guadalupe County, Texas.

ARTICLE 19 DISPUTE RESOLUTION

19.1 In the event of any dispute arising out of or relating to this Agreement, any Work Order or any Services which City and Consultant have been unable to resolve within thirty (30) days after such dispute arises, a senior representative of Consultant shall meet with the City Manager of City at a mutually agreed upon time and place not later than forty-five (45) days after such dispute arises to attempt to resolve such dispute. In the event such representatives are unable to resolve any such dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, the American Arbitration Association shall

be empowered to appoint a qualified mediator pursuant to the American Arbitration Association Construction Industry Mediation Rules. If the dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten (10) years' experience in construction, engineering, and/or public works operations. The mediation shall be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The mediation shall be held at a mutually agreeable location in Guadalupe County, Texas. If the Parties are unable to agree on a location, the mediation shall be held at the offices of the American Arbitration Association closest to San Antonio, Texas.

19.2 Any dispute arising out of or relating to this Agreement or any Work Order or any Services not resolved pursuant to Article 19.1, shall be resolved, by litigation in a court of competent jurisdiction.

19.3 Notwithstanding the foregoing, in the event City and any other consultant and/or any contractor are involved in a dispute in connection with a project for which Consultant has provided Services, and City, in its sole discretion, determines that Consultant's participation in any dispute resolution meeting or mediation proceeding between City and any such consultant and/or contractor is necessary to the resolution of such dispute, Consultant agrees to attend and participate at its own cost in any such dispute resolution meeting or mediation proceeding.

19.4 If Consultant brings any claim against City and Consultant does not prevail with respect to such claim, Consultant shall be liable for all attorneys' fees and costs incurred by City as a result of such claim.

ARTICLE 20

ELECTRONIC SIGNATURES; COUNTERPARTS

20.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, the Parties agree that this Agreement and any Work Order may be executed using electronic signatures at the option and in the discretion of City, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of City regarding electronic signatures shall apply.

ARTICLE 21 PUBLICITY

21.1 Neither Consultant nor any of its subconsultants shall publish or release any publicity or public relations materials of any kind concerning or relating to this Agreement, the Services or the activities of City, unless such materials have first been reviewed and approved in writing by City. This provision shall not apply to mandatory reports which Consultant or its subconsultants are required by law to file with governmental authorities.

ARTICLE 22 GENERAL TERMS

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

22.2 State or Federal Laws. This Contract is subject to all applicable federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, State or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

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

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year herein above first written.

CONSULTANT:

CITY:

Freese and Nichols, INC.

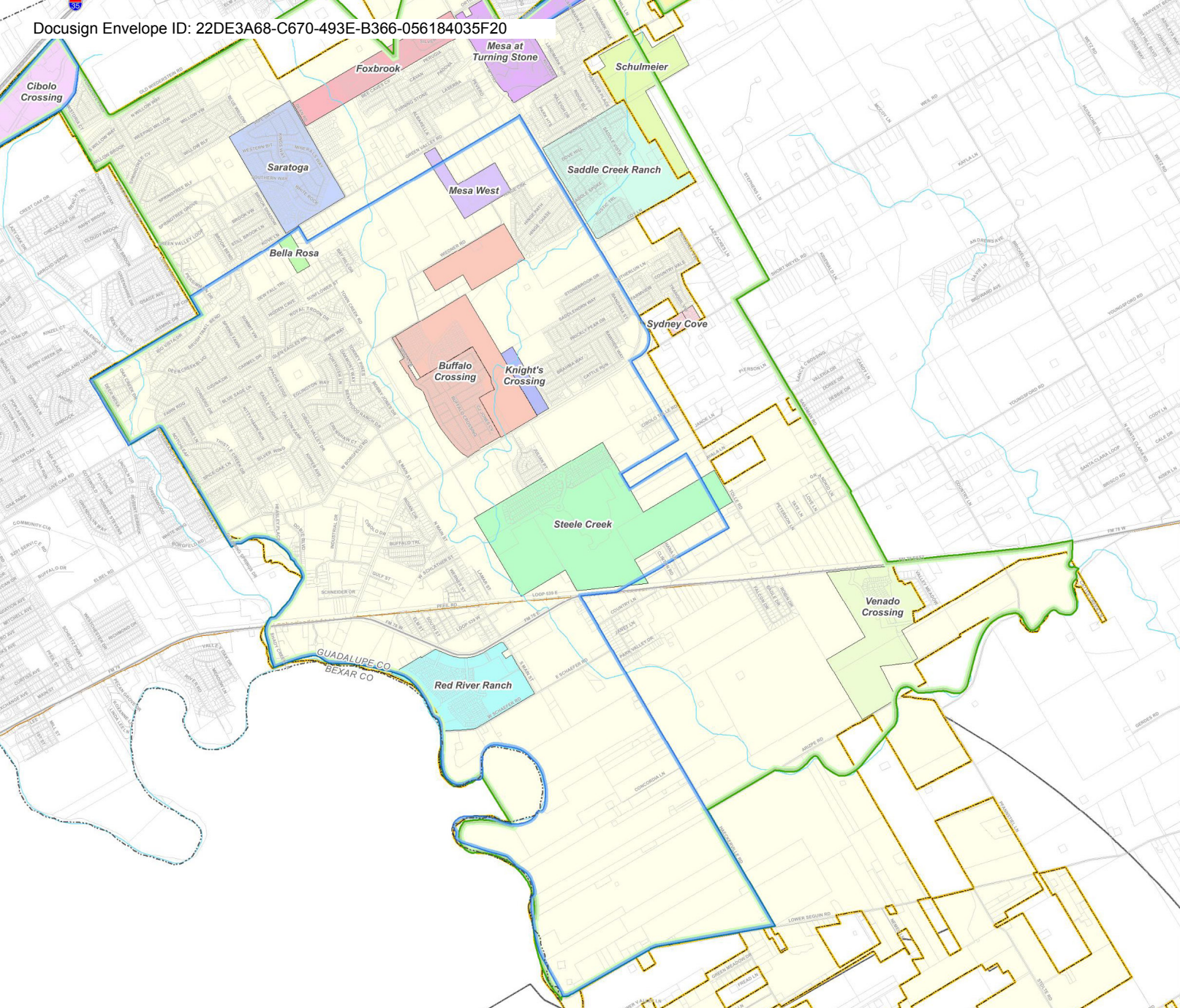
City of Cibolo

Signed by:
By: John New
Name: John New
Title: Vice President
Date: 12/27/2024

DocuSigned by:
By: Wayne Reed
Wayne Reed
City Manager
Date: 12/27/2024

ATTACHMENT A

Scope of Work



STATEMENT OF QUALIFICATIONS

City of Cibolo

South Sanitary Sewer Master Plan | RFQ No. 24-160-16

June 27, 2024

June 27, 2024

Leili Samuelson
Procurement Manager
200 South Main Street
Cibolo, Texas 78108



9601 McAllister Freeway
Suite 1008
San Antonio, TX 78216
210-298-3800

RE: South Sanitary Sewer Master Plan

Dear Members of the Selection Committee:

As a client-focused consulting firm with more than 130 years of experience, Freese and Nichols, Inc. (FNI) has a proven track record of supporting municipalities like the City of Cibolo (City). Our expertise extends nationally, where we have successfully provided comprehensive water, drainage and sanitary sewer engineering, design, environmental science, planning and construction services in a cost-effective and practical manner. Our experience and expertise set FNI apart. Some of our key strengths and qualifications include:

Municipal-Focused - FNI has been a municipal-focused firm since our inception. We do not work in land development. More than 83% of our work comes from repeat municipal clients. FNI remains a trusted advisor to municipalities for cost-effective, sustainable solutions and program and construction management. FNI has worked with hundreds of municipal clients to develop and manage of capital improvement projects (CIP) for municipal facilities and wastewater infrastructure.

We Know Cibolo and the Surrounding Area - FNI has completed multiple projects for the City, including the Impact Fee Program Update and Water System Risk and Resilience Assessment and Emergency Response Plan. We understand the development pressures facing Cibolo with the continued growth in the region. Combined with our experience from many other municipalities in the Austin-San Antonio Corridor, FNI has a strong understanding of the challenges Cibolo faces and solutions to address those challenges for the City's long-term success.

We Know Wastewater Master Planning - Our Central Texas team of 12 water/wastewater master planning employees and 52 water/wastewater design employees have the experience to master plan the infrastructure and complete the design. We work closely on all our projects to have seamless transition from planning to design.

Integrated Planning and Design - We understand that these projects will be moving forward to design and construction. We will go beyond typical wastewater master planning efforts to evaluate constructibility, accessibility, utility conflicts, desktop environmental analysis, and easements. This additional effort will streamline design and provide more accurate cost estimates.

We are excited about continuing to work with the City of Cibolo. Please feel free to contact us directly if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John New', written over a light blue horizontal line.

John New, PE, CCM
Vice President/Principal
210-298-3820 | john.new@freese.com

A handwritten signature in blue ink, appearing to read 'Jessica B. Vassar', written over a light blue horizontal line.

Jessica Vassar, PE
Project Manager
512-617-3167 | jessica.vassar@freese.com

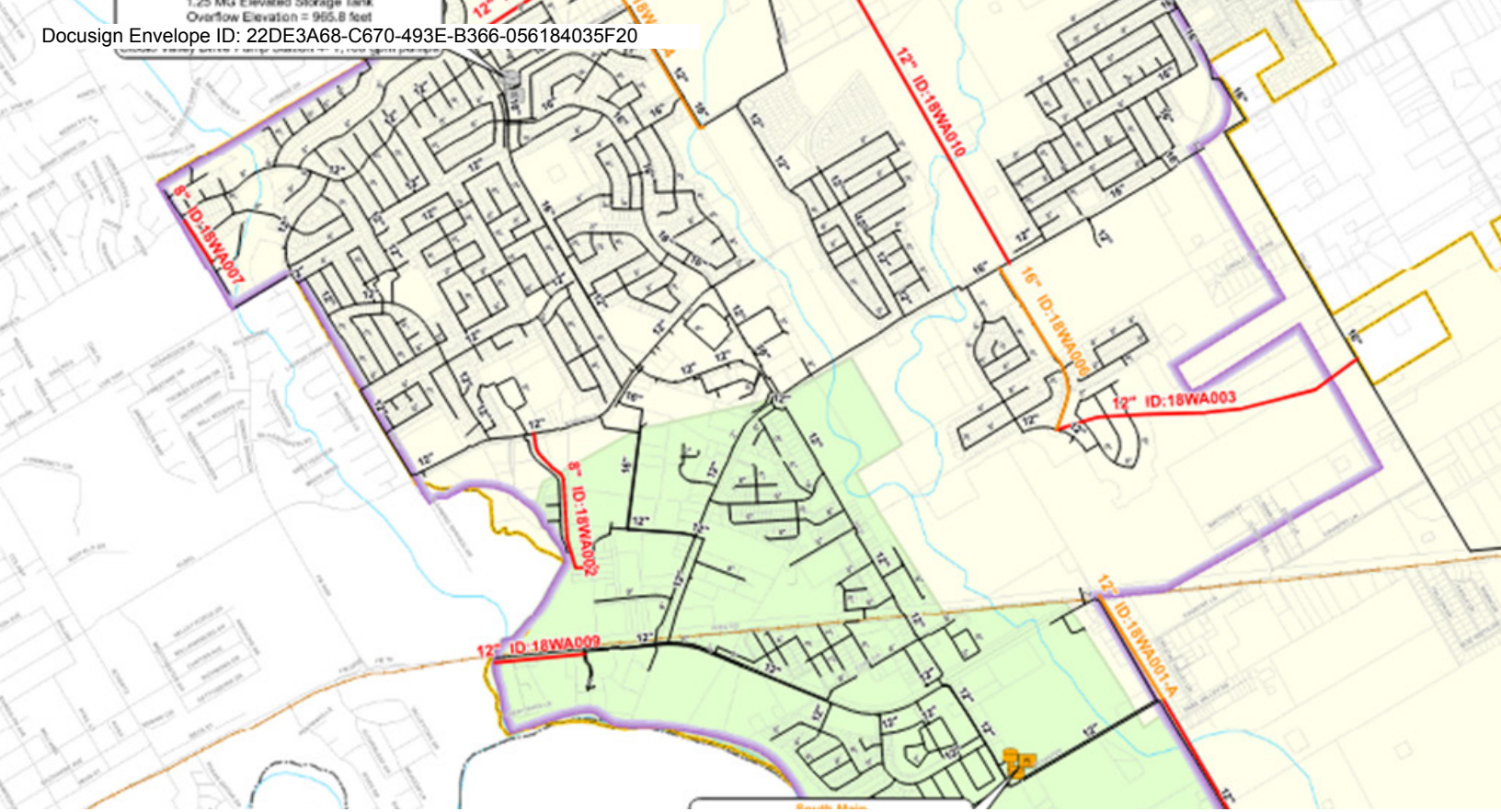


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On the Cover:
The proposed developments from the City's impact fee update.



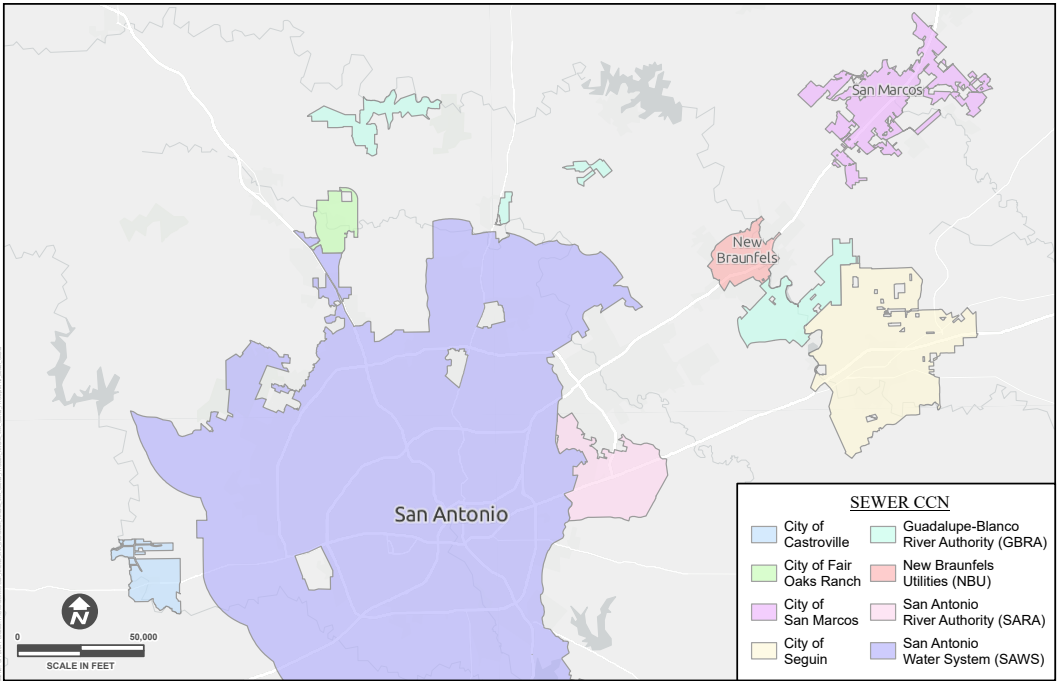
Firm Introduction

Firm Introduction

FNI is nationally recognized for award-winning technical solutions and performance excellence with a 130-year history. We meet client needs with responsiveness and flexibility. Dating back to our firm’s founding in 1894, we put relationships first – clients, teaming partners and staff – and seek long-term relationships, many of which are counted in decades, not years.

FNI has been providing quality water and wastewater services with a focus on client service to municipalities for 130 years. **We have a broad range of services to deliver effective master plans, combining the expertise of our water resource, master planning and treatment specialists.** Our water resource and master planning groups include professionals who specialize in population and water demand projections, yield analyses, capacity evaluations, hydraulic modeling, financial analysis, CIP development, risk-based assessments and asset management. Our more than 200 dedicated water/wastewater treatment, transmission and utilities professionals specialize in feasibility studies, condition assessments and the design and construction of treatment, conveyance and storage facilities.

In the past 10 years, we have developed 100+ municipal water and wastewater master plans; designed 1,400+ miles of utility and pipeline projects, ranging from 6- to 120-inches in diameter; designed 120+ lift stations and pump stations that pump more than 5 billion gallons per day (BGD) in total capacity; and completed 300+ water and wastewater treatment projects on facilities ranging in size from 0.35 MGD to 162 MGD.



Map of FNI’s wastewater planning clients in central Texas

FNI WATER/ WASTEWATER (W/WW) MASTER PLANNING BY THE NUMBERS

75

W/WW Planning/ Modeling Specialists – one of the largest groups of assembled resources in the United States

100+

W/WW Master Plans in the Last 10 Years

150+

Municipal Clients

12

Full-Time Master Planners in Central Texas

200+

W/WW Utilities and Treatment Professionals

50+

W/WW Utilities and Treatment Professionals in Central Texas

6.6 billion

In the last 25+ years, FNI has helped clients access more than \$6.6 billion in low-interest loans and grants.

OFFICE LOCATIONS SUPPORTING THIS PROJECT

FIRM REGISTRATION

Texas Board of
Professional
Engineers #F-2144

Work will be performed
from both our San Antonio
and Austin offices:

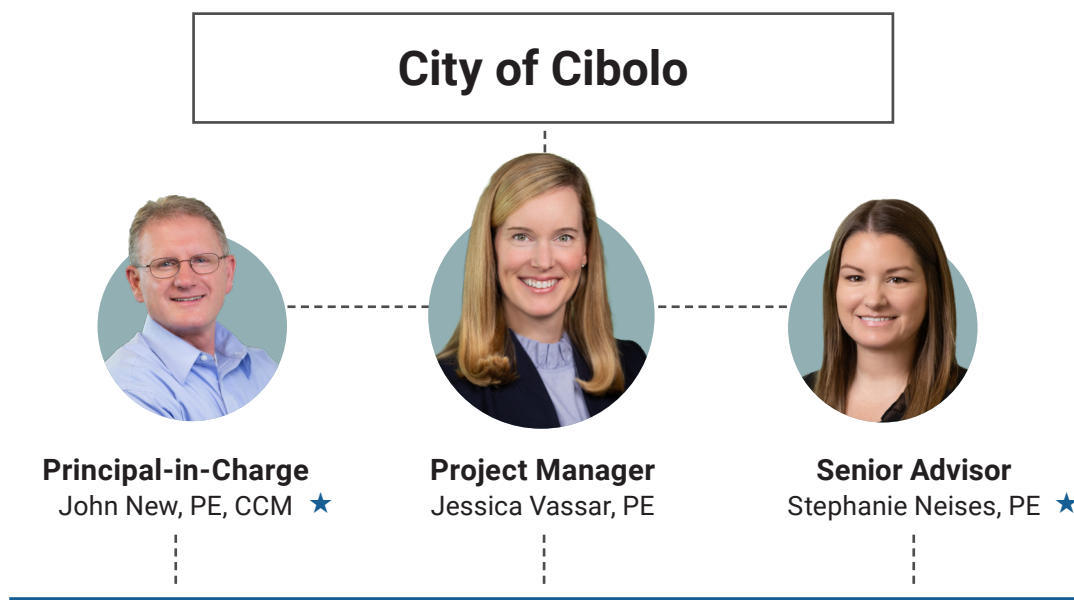


SAN ANTONIO, TEXAS
9601 McAllister Freeway
Suite 1008
San Antonio, Texas 78216



AUSTIN, TEXAS
10431 Morado Circle
Building 5, Suite 300
Austin, Texas 78759

ORGANIZATIONAL CHART



MAJOR WORK AREAS

**WW Master Planning and
Land Use Assumptions**
Ethan Shires, PE ★

WW Design Professional
Erin Mills, PE, PACP ★

SUPPORT WORK CATEGORIES

**WW Master Planning and
Land Use Assumptions**
Bianca Garza

WW Design Professional
Jacqueline McMahon, PE

GIS
Cooper Bisset

FUNDING
Mark Evans

★ denotes Lead Technical Professional

FNI does not intend to utilize subconsultants for this project

B

Experience of the Firm with Similar Work

ATTACHMENT "1" -- CLIENT REFERENCE FORM

Project No. 1

Project Owner: New Braunfels Utilities

Project Name: Water and Wastewater Master Plan and McKenzie Interceptor

General Description of Project:

FNI developed a wastewater master plan that included updating and calibrating the wastewater model and utilizing the model to analyze the wastewater system under existing and future flow scenarios. FNI utilized the model to develop a phased CIP to serve the existing customers as well as future growth.

Project Cost: \$575,000 Date Project Started: 10/28/2019

Project Manager: Stephanie Neises

Project Technical Lead (if different): _____

Was original contract price met ☒ Yes ☐ No

If No, please explain:

Was original contract schedule met: Yes ☐ No ☒

If No, please explain:

NBU had an ongoing Water Resources Plan prepared by another consultant. FNI's schedule was delayed to coordinate efforts with the Water Resources Plan.

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

Owner Name: Adam Willard, PE

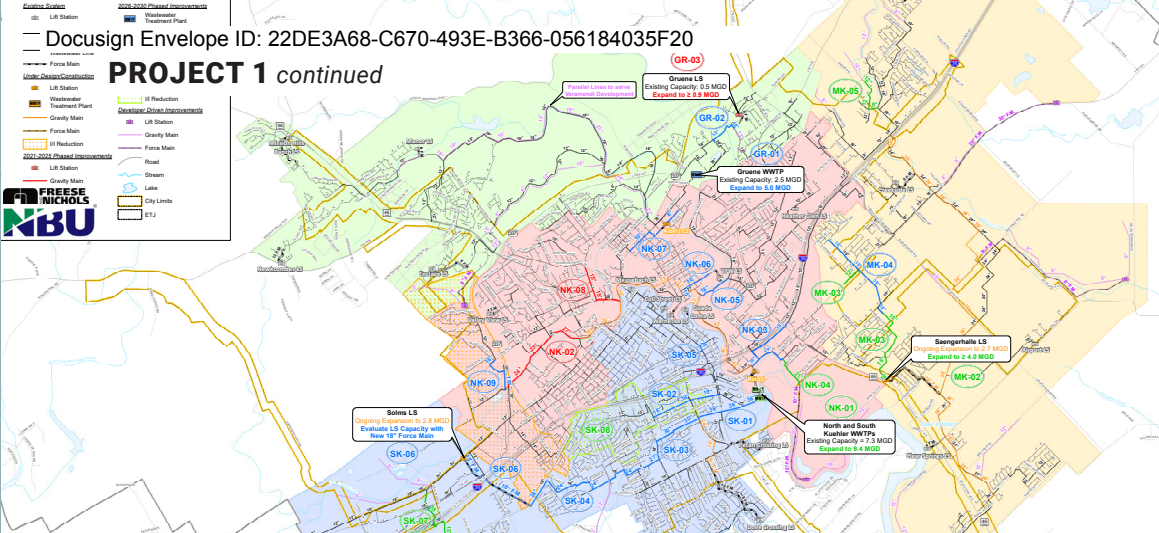
Organization Name: New Braunfels Utilities

Owner Telephone Number: 830-608-8943 Owner Email: awillard@nbutexas.com

Prime Contractor Name: N/A

Prime Contractor Organization Name: _____

Prime Contractor Telephone Number: _____ Prime Contractor Email: _____



During the Wastewater Master Plan, FNI identified the need for the McKenzie Interceptor and was able to provide design support throughout our master planning process.

Water and Wastewater Master Plan and McKenzie Interceptor

TEAM MEMBERS:
Stephanie Neises
Ethan Shires

New Braunfels Utilities

FNI developed a wastewater master plan for New Braunfels Utilities (NBU). The project consisted of updating and calibrating the wastewater model and utilizing the model to analyze the wastewater system under existing and future flow scenarios. FNI utilized the model to develop a phased CIP to serve the existing customers and future growth.

To calibrate the model, FNI developed a strategic flow monitoring plan to monitor the flow in the wastewater collection system. Three rainfall events were observed during the 45-day flow monitoring period. FNI analyzed the data and ranked each basin based on the quantity of inflow and infiltration (I/I) in each meter basin. Observed rainfall was overlaid on flow meter response data to determine the type of I/I observed with regards to fast or slow response and recommendations were made for areas to investigate potential broken or missing manholes.

Following the flow monitoring and calibration, FNI applied a design storm to analyze the existing system under a 5-year, 6-hour design storm condition. A phased-capacity CIP was developed that included prioritization scheduling for sewer line and manhole rehabilitation within specific meter basins and a permanent flow monitoring network.

McKenzie Interceptor
FNI is providing design, bid and construction phase services for the installation of the McKenzie Interceptor for NBU that will serve current and future area growth. The McKenzie Interceptor replaces two existing lines that convey flow to the McKenzie WF and are nearing capacity. The project includes approximately 36,000 LF of 36-inch diameter gravity sewer main to be installed by open cut construction with depths of cover up to 32 feet to replace an existing 21- to 24-inch interceptor that is undersized for future development. The project also includes trenchless crossings of several TxDOT FM roadways, a crossing under IH-35 by microtunnel, 500 LF of 21-inch gravity main to allow for abandonment of an existing lift station, and over 20 laterals to connect to existing sewer lines down the project corridor. The existing interceptor is routed under a runway in the New Braunfels National Airport

and FNI staff coordinated with airport officials to route the interceptor around current runways and future runway extensions to avoid future maintenance conflicting with airport operations.

FNI’s environmental staff performed WOTUS delineations to record the extent of potentially jurisdictional wetlands, streams, and other waterbodies along the 7-mile pipeline alignment. Additionally, FNI helped guide the engineering team to understand the differences in regulatory requirements for various construction methods (i.e., open-cut trenching vs. horizontal boring). Finally, FNI supported the development of the appropriate USACE permit application documents to permit this project under a NWP with key considerations taken into account regarding WOTUS, threatened and endangered species and cultural resources.

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

Project No. 2

Project Owner: City of Kerrville

Project Name: Water and Wastewater Master Plan

General Description of Project:

FNI is providing engineering services for a Water and Wastewater Master Plan Update. The City completed a long-range water supply plan and the Kerrville 2050 Comprehensive Plan in 2018. These two studies will serve as the basis for population and land-use projections for the water and wastewater master plan.

Project Cost: \$491,860 Date Project Started: 3/1/2021

Project Manager: Stephanie Neises

Project Technical Lead (if different): _____

Was original contract price met: ☒ Yes ☐ No

If No, please explain:

Was original contract schedule met: ☒ Yes ☐ No

If No, please explain:

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

Owner Name: Stuart Barron

Organization Name: City of Kerrville

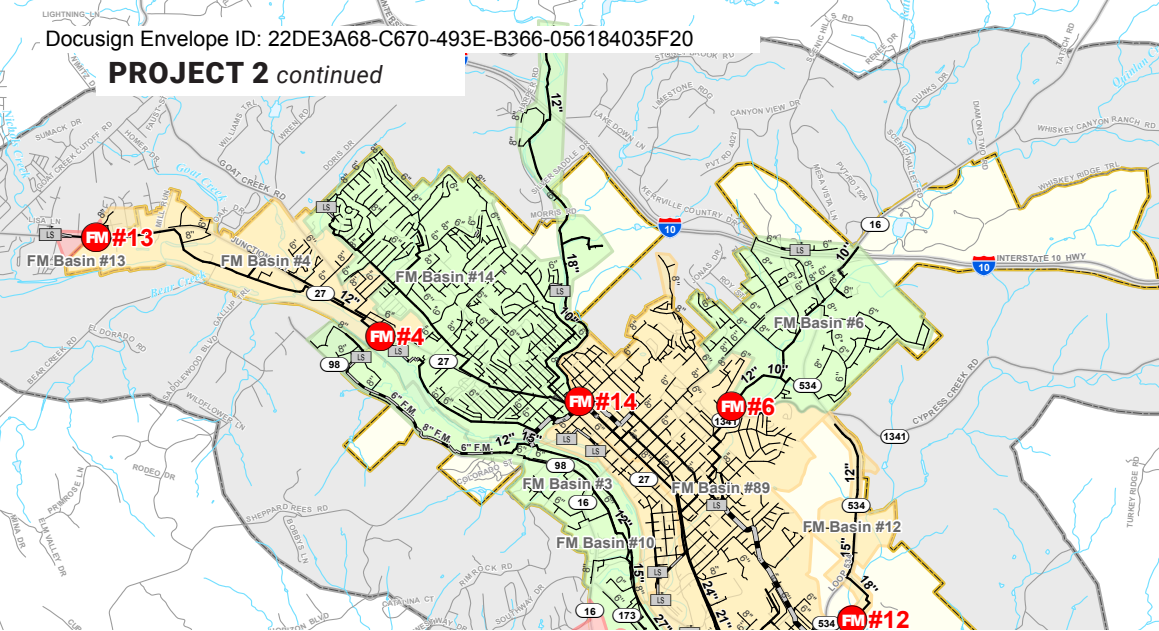
Owner Telephone Number: 830-792-8319 Owner Email: stuart.barron@kerrvilletx.gov

Prime Contractor Name: N/A

Prime Contractor Organization Name: _____

Prime Contractor Telephone Number: _____ Prime Contractor Email: _____

PROJECT 2 continued



FNI has worked on the City of Kerrville's Water and Wastewater Master Plans since 2006 and have been through four rounds of updates to the plans.

Water and Wastewater Master Plan

City of Kerrville

TEAM MEMBERS:

Stephanie Neises
Ethan Shires
Cooper Bisset

FNI provided a Water and Wastewater Master Plan update. The City completed a long-range water supply plan and the Kerrville 2050 Comprehensive Plan in 2018. These two studies served as the basis for population and land-use projections for the water and wastewater master plan.

FNI developed and updated a master plan and CIP for the City of Kerrville for the 5-, 10- and 20-year planning periods, incorporating projects needed for growth and rehabilitation/replacement projects. The CIP was phased into three planning periods for development cost participation. The project also involved updating and calibrating a wastewater model in the InfoSewer software. Flow monitoring and model calibration were performed for 13 locations for dry-weather and wet-weather storm events. Model verification was done

with updated business processes to allow the model to become sustainable as GIS updates and new lines are constructed. FNI performed model calibration using the RTK method, which is based on finding three unit hydrographs to an RDII hydrograph derived from flow meter data.

FNI assisted the City in developing a master plan that included the development of a RBA program, which included developing condition and criticality scoring for the prioritization

of renewal/rehabilitation projects. This allowed for continual updating, as the City makes improvements in the wastewater system, based on a number of critical parameters including capacity, level of infiltration and inflow from the flow monitoring, condition scoring using results of the City's work order system, number of people served, pipe age and material and location to critical high-risk areas of the City.

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

Project No. 3

Project Owner: City of Seguin

Project Name: Water and Wastewater Master Plans

General Description of Project:

FNI prepared a water and wastewater master plan and developed updated land-use assumptions, water demands and wastewater flow projections. FNI updated the existing water model and built a new wastewater model using as-built drawings and survey data. The team conducted flow monitoring and pressure testing to calibrate the models, which were used to develop system improvements as well as renewal projects. As part of the master planning process, FNI evaluated the City's asset management process and selected a CMMS software for implementation.

Project Cost: \$581,675 Date Project Started: 3/30/2020

Project Manager: Jessica Vassar

Project Technical Lead (if different): _____

Was original contract price met ☒ Yes ☐ No

If No, please explain:

Was original contract schedule met: ☒ Yes ☐ No

If No, please explain:

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

Owner Name: Tim Howe

Organization Name: City of Seguin

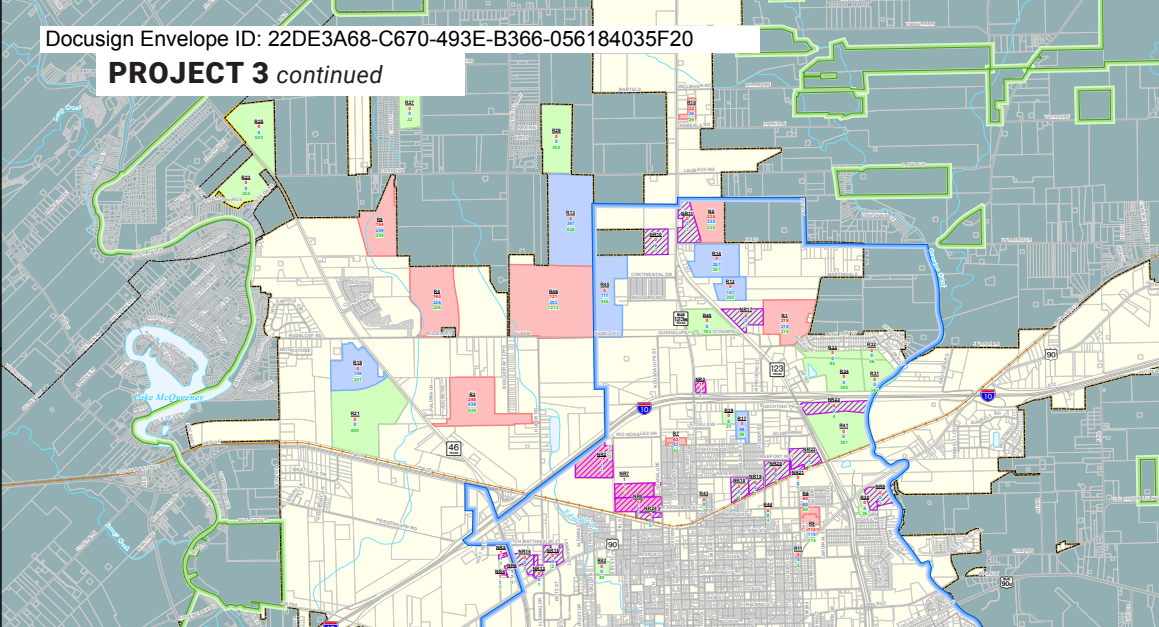
Owner Telephone Number: 830-379-3212 Owner Email: thowe@seguintexas.gov

Prime Contractor Name: N/A

Prime Contractor Organization Name: _____

Prime Contractor Telephone Number: _____ Prime Contractor Email: _____

PROJECT 3 continued



FNI assisted the City of Seguin to plan and implement infrastructure to serve a new service area after the completion of a CCN transfer with a neighboring utility.

Water and Wastewater Master Plans

City of Seguin

TEAM MEMBERS:

Jessica Vassar
Stephanie Neises
Ethan Shires
Cooper Bisset

FNI prepared a Water Master Plan and a Wastewater Master Plan for the City of Seguin. A wastewater model was built using GIS data, as-builts, and field measurements. Site visits were conducted for all 25 wastewater lift stations to determine the condition and recommended improvements. The hydraulic model was utilized to evaluate lift stations, collection system capacity, and future system improvements. FNI developed a phased comprehensive Wastewater CIP including identifying future service extensions.

FNI updated the City's existing water model to include recently constructed lines and new storage facilities. Then the model was used to evaluate system pressures, available fire flow, and recommended improvements. FNI evaluated pumping and storage recommendations based on TCEQ requirements and future water demands. FNI developed a phased 20-year CIP for the water distribution system.

In addition to water and wastewater improvements to serve the growth, FNI developed a phased CIP to transfer water service from a neighboring utility to the City of Seguin. The infrastructure projects will be designed and constructed over a 5-year period.



The project required adapting the analysis and deliverable to meet the City needs when the future outlook was dynamic. Ethan and Jessica recognized the issue and were creative in how to meet state law and the needs of the City."

- Melissa Reynolds, PE | Director of Engineering and Capital Projects | City of Seguin

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

Project No. 4

Project Owner: San Antonio Water System

Project Name: Wastewater System Growth and Expansion Master Plan

General Description of Project:

FNI is preparing master plans for two development areas and a comprehensive wastewater master plan for the entire San Antonio Water System wastewater system.

Project Cost: \$849,948 Date Project Started: 11/9/2023

Project Manager: Tyler May

Project Technical Lead (if different): _____

Was original contract price met: ☒ Yes ☐ No

If No, please explain:

Was original contract schedule met: ☐ Yes ☐ No

If No, please explain:

Project is estimated to be completed on 1/9/2025

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

Owner Name: Bobby Johnson

Organization Name: San Antonio Water System

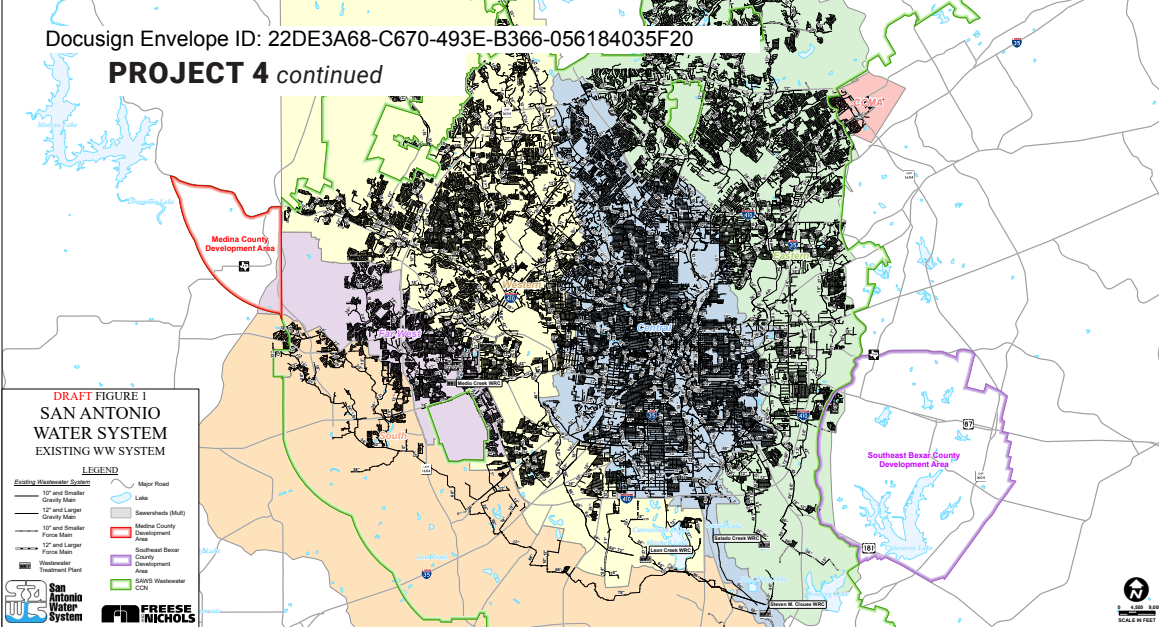
Owner Telephone Number: 210-704-7297 Owner Email: bkjohnson@saws.org

Prime Contractor Name: N/A

Prime Contractor Organization Name: _____

Prime Contractor Telephone Number: _____ Prime Contractor Email: _____

PROJECT 4 continued



This master plan includes planning infrastructure for previously undeveloped areas of the San Antonio wastewater collection system.

Wastewater System Growth and Expansion Master Plan

San Antonio Water System

TEAM MEMBERS:

Stephanie Neises
Cooper Bisset

FNI is preparing master plans for two development areas and a comprehensive wastewater master plan for the entire San Antonio Water System wastewater system.

The SAWS Wastewater System Growth and Expansion Master Plan Project consists of two major components: 1) the development of master plans for two development areas; 2) the development of a comprehensive wastewater master plan for the entire SAWS wastewater system.

The first component will focus primarily on two largely undeveloped regions now experiencing growth and development. These growth and expansion regions are located at the boundary of the existing wastewater service area. These separate areas will be referred to in this project as the

Southeast Bexar County Development Area (SEDA) and Medina County Development Area (MDA). Through preliminary evaluations, SAWS has identified infrastructure improvements for both the SEDA and MDA. This project will evaluate SAWS current master plans for the SEDA and MDA and make recommendations for improvement or enhancement to both plans with consideration for conveyance, pumping and/or treatment facilities.

The second component consists of a comprehensive master plan of the overall wastewater collection

and conveyance system to make up the SAWS Wastewater System Growth and Expansion Master Plan project. The study area for the comprehensive wastewater master plan is the extent of the current SAWS Sewer Certificate of Convenience and Necessity (CCN), approximately 850 square miles in area and encompassing much of the City of San Antonio, Bexar County, parts of Comal and Medina Counties. It includes a collection system exceeding 6,000 miles of sanitary sewer main, discharging into three wastewater reclamation centers (WRCs).

ATTACHMENT “1” -- CLIENT REFERENCE FORM (CONTINUED)

Project No. 5

Project Owner: City of Pflugerville

Project Name: Wastewater Master Plan

General Description of Project:

FNI developed a Wastewater Master Plan for the City. The project included model development, system analysis, risk-based assessment and CIP development.

Project Cost: \$400,913 Date Project Started: 5/1/2018

Project Manager: Jessica Vassar

Project Technical Lead (if different):

Was original contract price met: Yes No

If No, please explain:

Was original contract schedule met: Yes No

If No, please explain:

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

Owner Name: Brandon Prichett

Organization Name: City of Pflugerville

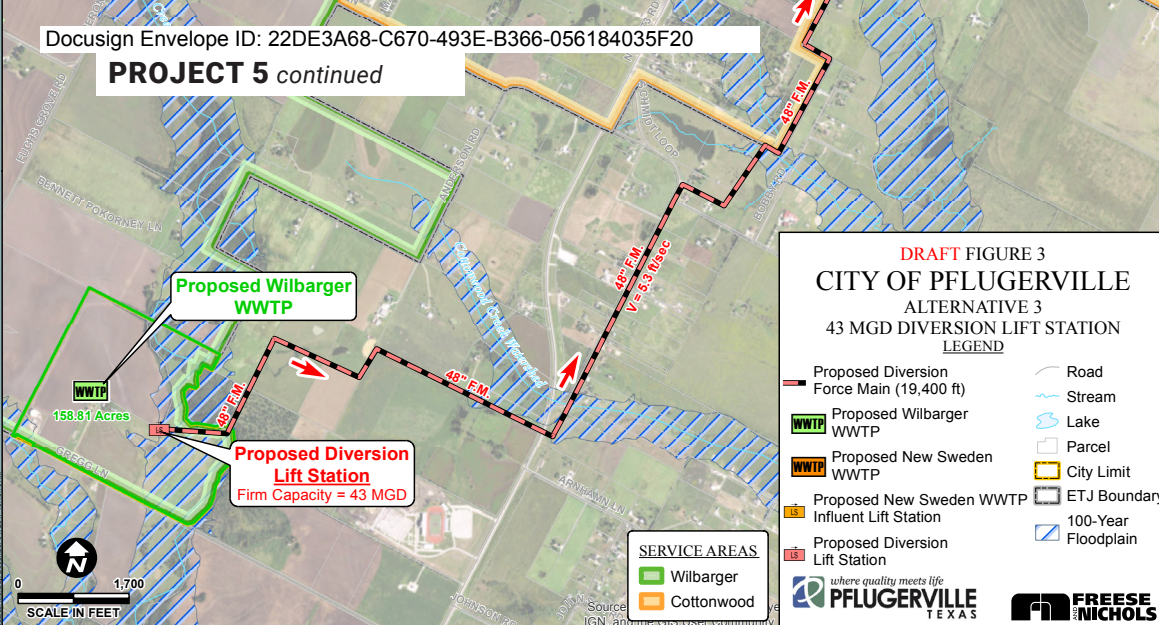
Owner Telephone Number: 512-990-6402 Owner Email: brandonp@pflugervilletx.gov

Prime Contractor Name: N/A

Prime Contractor Organization Name:

Prime Contractor Telephone Number: Prime Contractor Email:

PROJECT 5 continued



In the early stages of the Master Plan, FNI evaluated interceptor routes for unserved portions of the wastewater collection system. Multiple alignments and depths were analyzed to convey flows to the New Sweden WWTP.

Wastewater Master Plan and New Sweden Wastewater Treatment Plant - Study Phase

City of Pflugerville

FNI developed a Wastewater Master Plan for the City of Pflugerville. FNI developed land use assumptions with the assistance of City staff and used that information to develop wastewater flow projections.

TEAM MEMBERS:

Jessica Vassar
 Jacqueline McMahon

The land use assumptions were presented in workshops to both the planning and zoning commission and the City Council at the beginning of the project to get approval of the assumptions.

The wastewater model developed using GIS data and as-built drawings. Wastewater flows were allocated to the model using customer billing data. The hydraulic model was calibrated using flow monitoring data from the City's recent I/I study. The model was used to develop wastewater system improvements for 5-year, 10-year, and buildout planning periods. The results of the study were summarized in a wastewater master plan and presented to council.

New Sweden Wastewater Treatment Plant (WWTP)

FNI designed the initial phase of the New Sweden WWTP. The City owns a small site for the facility was permitted for up to 3 MGD to serve nearby development. Prior to beginning design, FNI suggested that the site might be suitable for a regional treatment facility to serve the eastern portion of Pflugerville's service area. The land surrounding the City-owned parcel was available for purchase and the City requested FNI to perform a brief siting study to identify any fatal flaws with the site.

FNI evaluated depths of interceptors, lift stations and force mains for multiple

alignments to evaluate the feasibility of the wastewater treatment plant.

FNI commissioned a Phase I environmental survey for the adjacent site, and evaluated the site based on the feasibility of gravity conveyance from the Cottonwood and Wilbarger basins, nearby land uses, known archeological sites, proximity to power supply and other siting criteria. FNI accompanied the City to meetings with TCEQ to discuss the feasibility of permitting a larger facility at that location. Having found no fatal flaws, the City acquired the surrounding parcel of land to keep its options open until the need for additional treatment capacity is required.

C

Proposed Project Manager



Jessica Vassar PE

Project Manager

A. Jessica Vassar specializes in hydraulic modeling, master planning, and impact fee studies. She has developed models for water and wastewater master planning, impact fee studies and development reviews and is experienced in updating existing models.

EXPERIENCE

18 years

C. EDUCATION

BS, Civil Engineering,
The University of Texas
at Austin

D. LICENSE STATUS

Professional Engineer,
Texas #108934;
Expires: 3/31/2025

E. PM TRAINING/ CERTIFICATIONS

Project Manager
Certification; 2012

She supports utility design staff in making fully informed decisions on operating, rehabilitating and expanding their water and wastewater systems. Jessica frequently confirms growth projections for water demands and wastewater flow projections, and she utilizes the hydraulic model to confirm design decisions and operational scenarios. She is proficient in water and wastewater modeling software, such as InfoWater, InfoSewer, WaterGEMS and InfoWorks ICM. Jessica is an active member of the Water Environment Association of Texas (WEAT).

B. RELEVANT PROJECT EXPERIENCE

1. Wastewater Master Plan Update | City of Pflugerville | Project Manager

FNI developed land use assumptions (LUAs) with the assistance of City staff and used that information for wastewater flow projections. A hydraulic model of the collection system was developed using a combination of GIS data, as-built data and measure down information. The model was calibrated using flow monitoring data from the recently completed I/I study. FNI utilized the hydraulic model to evaluate lift stations, collection system capacity and future system improvements. FNI developed a comprehensive Wastewater CIP. The results of the study were summarized in the Wastewater Master Plan Report. Jessica oversaw the development of LUAs, hydraulic analysis and CIP development. She presented LUAs and final recommendations to City Council.

2. Water and Wastewater Master Plans | City of Seguin | Project Manager

FNI prepared a water and wastewater master plan and developed updated LUAs, water demands and wastewater flow projections. FNI updated the existing water model and built a new wastewater model using as-built drawings and survey data. The team conducted flow monitoring and pressure testing to calibrate the models, which were used to develop system improvements as well as renewal projects. As part of the master planning process, FNI evaluated the City’s asset management process and selected a CMMS software for implementation. Jessica was the project manager and oversaw the CIP’s development.

3. Water and Wastewater Master Plan | Brownsville Public Utilities Board | Project Manager

FNI is developing a water and wastewater master plan that includes an update to the City’s CIP, necessary for the assessment of impact fees. FNI is also developing hydraulic models of the City’s water distribution and wastewater collection systems and evaluating the systems’ performance.

4. Water, Wastewater and Reuse Master Planning | City of Fredericksburg | Project Manager

FNI developed an integrated water, wastewater and reuse master plan that considered rehabilitation projects as well as projects to serve the City’s growth. FNI conducted field testing for the water and wastewater systems and used those tests to calibrate

Jessica Vassar, PE Continued from previous page

RELEVANT PROJECT EXPERIENCE

hydraulic models. FNI used the models to evaluate the existing systems and to size improvements for the future. FNI also developed phased CIPs along with cost estimates, summarizing the results in a water and wastewater master plan. Jessica led the project and oversaw CIP development.

5. Water and Wastewater Master Plan | City of Fair Oaks Ranch | Project Manager

FNI developed a CIP for the water/wastewater systems, including long-term programmed maintenance. FNI developed projected loads for the systems based on the land use from the comprehensive plan and assessed the available water supply using the projected water demands and recommended future supply options. FNI evaluated the condition of the existing water and wastewater system assets. FNI developed comprehensive water/wastewater CIPs with recommended funding mechanisms. Jessica interfaced with City staff, leading the project team, and oversaw master plan and CIP development.

OTHER WASTEWATER MASTER PLANS

- City of Cedar Hill
- City of Cleburne
- City of The Colony
- City of Coppell
- City of Kaufman
- City of Kerrville
- City of Kennedale
- City of University Park
- Town of Highland Park
- Town of Sunnyvale
- City of Fort Worth
- City of Bastrop
- City of Lago Vista
- City of Castroville
- Harlingen Waterworks
- City of Killeen
- City of Lancaster
- City of Princeton
- Town of Little Elm
- San Antonio Water System

“ We appreciate Jessica’s responsiveness, availability for us and timely communication.”

- Mark Hyde
Director of Public Works
City of Harker Heights

F.

Availability
25%

JESSICA'S OTHER COMMITMENTS		2024		2025				2026	
PROJECT	ROLE	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
City of Cibolo Water System Evaluation	Senior Advisor								
Brownsville PUB Water/Wastewater Master Plan	Project Manager								
Harker Heights Lead and Copper Rule	Project Manager								
Waco Impact Fee Update	Project Manager								

D

Proposed Lead Technical Professionals



John New PE, CCM

Lead Technical Professional • Principal-in-Charge

A. John New serves as FNI’s Central Division Manager John also serves a Principal-in-Charge on projects for select clients.

EXPERIENCE

34 years

C. EDUCATION

BS, Construction Management, Texas A&M University

D. LICENSE STATUS

Professional Engineer, Texas #96330; Expires: 9/30/2024

E. TECHNICAL PUBLICATIONS

N/A

F. AVAILABILITY/ OTHER COMMITMENTS

5% Available

San Antonio Airport System | PMCM Terminal Development at SAIA | Principal-in-Charge

Brushy Creek Regional Utility Authority | BCRUA Phase 2 Raw Water Intake CPS | Principal-in-Charge

New Braunfels Utilities | NBU Headquarters- Owners Rep | Principal-in-Charge

City of Corpus Christi | O. N. Stevens Raw Water Influent Improvements | Principal-in-Charge

In this role, he monitors overall performance of the FNI project team and works with the team in a mentoring fashion to help develop good relationships between FNI staff and client staff. He serves as the client’s advocate and monitors client satisfaction. His main responsibility as PIC is to listen to the client, foster communication, and address any issues that may arise in an effort to facilitate the successful delivery of FNI’s services to the client.

B. RELEVANT PROJECT EXPERIENCE

1. Water, Wastewater and Reuse Master Planning | City of Fredericksburg | Principal-in-Charge

FNI developed an integrated water, wastewater and reuse master plan that considered rehabilitation projects as well as projects to serve the City’s growth. FNI conducted field testing for the water and wastewater systems and used those tests to calibrate hydraulic models. FNI used the models to evaluate the existing systems and to size improvements for the future. FNI also developed phased CIPs along with cost estimates, summarizing the results in a water and wastewater master plan. John approved the technical scope and fee of the contractual work. He also coordinated with the client’s management on project objectives and challenges. His oversight included quality assurance review through monitoring FNI’s QC process, verifying compliance with contract requirement (budget and schedule). John provided executive oversight of the team. Although not required on this project, John also had the authority to reassign key staff and to secure additional resources to confirm allocations were appropriate and sufficient to achieve the project goals.

2. Wastewater Treatment Plant Improvements | City of Kerrville | Principal-in-Charge

FNI provided the design, bid and construction phase services for a new final clarifier and replacement of complete electrical distribution and control system for the wastewater treatment plant. These facilities were identified as the highest risk for the plant to meet its treatment objectives in the risk-based CIP. John coordinated with the County’s management on project objectives and challenges, and provided detailed QA reviews. He also provided executive oversight of the team and had the authority to reassign key staff and to secure additional resources, if needed, to confirm allocations were appropriate and sufficient to achieve the project goals.

3. Wastewater Treatment Plant Expansion Study, Design and Construction Services | City of Brady | Constructability Reviewer

FNI provided funding, permitting, planning, design and construction phase services for a new 0.6-MGD replacement wastewater treatment plant. The project included a new influent lift station, fine screen and grit removal system, extended-air aeration basins, secondary clarifiers, RAW/WAS pump station, sludge-handling facilities, blowers, UV disinfection system and Operations/Laboratory building.

4. 2021 Staff Augmentation and Program Management | New Braunfels Utilities | Client Representative

FNI provided program management, staff augmentation and general engineering support for implementation of the New Braunfels Utilities water and wastewater 5-year CIP.



Stephanie Neises PE

Lead Technical Professional • Senior Advisor

A. Stephanie Neises is FNI’s Central Division Water/Wastewater Master Planning Manager and an FNI Principal. She manages a staff of more than 10 planning, modeling and GIS professionals who serve utility service providers in South and Central Texas.

She also is an experienced project manager whose background includes leading teams on a variety of water and wastewater planning and modeling projects. Her project teams support utility staff in making fully informed decisions on operating, rehabilitating and expanding their water and wastewater systems. She focuses on hydraulic modeling and GIS integration for master planning, CIP development and operational analysis.

EXPERIENCE

19 years

C. EDUCATION

BS, Civil Engineering, South Dakota State University

D. LICENSE STATUS

Professional Engineer,
Texas #106195;
Expires: 3/31/2025

E. TECHNICAL PUBLICATIONS

N/A

F. AVAILABILITY/ OTHER COMMITMENTS

- City of Killeen | Water and Wastewater Master Plan Update | Senior Advisor
- San Antonio Water System | Wastewater Master Plan | Senior Advisor
- City of San Marcos | Wastewater Master Plan | Project Manager
- City of Mercedes | Water and Wastewater Master Plan | Senior Advisor
- City of Hobbs, NM | Water and Wastewater Master Plan | Project Manager

B. RELEVANT PROJECT EXPERIENCE

1. Wastewater Master Plan | New Braunfels Utilities | Project Manager

FNI developed a wastewater master plan that included updating and calibrating the wastewater model and utilizing the model to analyze the wastewater system under existing and future flow scenarios. FNI utilized the model to develop a phased CIP to serve the existing customers as well as future growth.

2. On-Call Water and Wastewater Capacity Analysis | City of Kerville | Senior Advisor

FNI is performing water and wastewater capacity analysis related to requests for water and wastewater service for new developments in the City. FNI will perform the capacity analysis on an as-needed basis in a staff augmentation or on-call role.

3. Wastewater System Growth and Expansion Master Plan | San Antonio Water System | Senior Advisor

FNI is preparing master plans for two development areas and a comprehensive wastewater master plan for the entire San Antonio Water System wastewater system.

4. Wastewater Master Plan | City of San Marcos | Project Manager

FNI developed a two-phase master plan to coincide with City’s comprehensive plan. FNI provided hydraulic model development and calibration as well as hydraulic analysis of the existing and future wastewater system. FNI also conducted a lift station assessment.

5. Water and Wastewater CIP Updates | City of Pflugerville | Senior Advisor

FNI amended the CIP developed for the 2020 Water Master Plan and the Wastewater Master Plans. The study’s aim was to develop revised CIPs for the water distribution system and wastewater collection system based on the updated growth pattern data and revised service plans. FNI updated the timing of five-year developments as well as the cost estimates for the proposed CIP projects. FNI summarized the study’s results in memorandum.



Ethan Shires PE

Lead Technical Professional • WW Master Planning and Land Use Assumptions

EXPERIENCE

8 years

C. EDUCATION

BS, Civil Engineering, Texas A&M University

D. LICENSE STATUS

Professional Engineer,
Texas #138598;
Expires: 6/30/2025

E. TECHNICAL PUBLICATIONS

Existing Sewer Evaluation and Rehabilitation, MOP FD-6, 4th edition, Water Environment Federation

F. AVAILABILITY/ OTHER COMMITMENTS

Brownsville Public Utilities Board | Water and Wastewater Master Plan | Assistant Project Manager

City of San Marcos | Lift Station 24 and Package WWTP | Master Planning Lead

San Antonio Water System | Wastewater Master Plan | Wastewater Modeling Lead

City of Kerrville | On-Call Water and Wastewater Modeling | Project Manager

City of Seguin | On-Call Water and Wastewater Modeling | Project Manager

A. Ethan Shires has worked on master planning projects across Texas and the Southeastern U.S. and is experienced in hydraulic modeling, asset management, impact fee development, and capital improvement planning.

He has deep experience helping utilities proactively manage water distribution and wastewater collection systems. He specialized in hydraulic modeling, GIS integration, and data analysis for master planning, CIP development, and asset management. He is also proficient in hydraulic wastewater modeling softwares, including InfoWorks ICM and is experienced in hydraulic modeling software, including InfoWorks ICM and InfoAsset Planner.

B. RELEVANT PROJECT EXPERIENCE

1. Wastewater Master Plan | New Braunfels Utilities | Wastewater Technical Lead
FNI developed a wastewater master plan that included updating and calibrating the wastewater model and utilizing the model to analyze the wastewater system under existing and future flow scenarios. FNI utilized the model to develop a phased CIP to serve the existing customers as well as future growth.

2. Water and Wastewater Master Plans | City of Seguin | Assistant Project Manager
FNI prepared a water and wastewater master plan and developed updated land-use assumptions, water demands and wastewater flow projections. FNI updated the existing water model and built a new wastewater model using as-built drawings and survey data. The team conducted flow monitoring and pressure testing to calibrate the models, which were used to develop system improvements as well as renewal projects. As part of the master planning process, FNI evaluated the City’s asset management process and selected a CMMS software for implementation.

3. Water and Wastewater Master Plan | Brownsville Public Utilities Board | Assistant Project Manager
FNI is developing a water and wastewater master plan that includes an update to BPUB’s CIP, necessary for the assessment of impact fees. FNI is also developing hydraulic models of the City’s water distribution and wastewater collection systems and evaluating the systems’ performance.

4. Water and Wastewater Master Plan | City of Kerrville | Project Manager
FNI provided a Water and Wastewater Master Plan update. The City completed a long-range water supply plan and the Kerrville 2050 Comprehensive Plan in 2018. These two studies served as the basis for population and land-use projections for the water and wastewater master plan. FNI evaluated condition and criticality to prioritize system renewal needs. FNI also developed a comprehensive CIP consisting of projects necessary to accommodate growth as well as projects that address conditions as well as aging infrastructure.



Erin Mills

PE, PACP

Lead Technical Professional • WW Design Professional

A. Erin Mills has a strong background in water and wastewater pipe design and wastewater condition assessment and rehabilitation.

She has experience with easement acquisition coordination, permitting, traffic control, cost estimating, as well as bid phase and construction phase services. She has extensive experience in project management and coordination with stakeholders, citizens, clients and subconsultants. Additionally, she has experience with public utilities undergoing consent decree and has managed teams within consent decree programs.

EXPERIENCE

20 years

C. EDUCATION

MS, Environmental Engineering, University of Nebraska-Lincoln

BS, Civil Engineering, University of Kansas at Lawrence

D. LICENSE STATUS

Professional Engineer, Texas #120172;
Expires: 3/31/2025

E. TECHNICAL PUBLICATIONS

N/A

F. AVAILABILITY/ OTHER COMMITMENTS

San Antonio Water System | 2023 Sewer Main Replacement Project 2 | Project Manager

Austin Water | Krieg Fields Reclaimed Water Line – Permanent Restoration | Assistant Project Manager

NBU | Landa and Elm Water Line Replacement | Project Manager

Corpus Christi Water | Sunnybrook Water Line Replacement | Project Manager

B. RELEVANT PROJECT EXPERIENCE

1. North Kuehler Interceptor Sanitary Sewer Replacement | New Braunfels Utilities | Project Manager

FNI provided design, bid and construction phase services for the North Kuehler 30-/33-inch Interceptor Sanitary Sewer Replacement project. The project included replacement of approximately 12,800 LF of 20- to 27-inch sanitary sewer gravity main, one 700 LF siphon, and two 100 LF aerial crossings with new 30- and 33-inch gravity sewer mains. Erin’s tasks included pipeline design; easement coordination; environmental, geotechnical and surveying coordination; tunnel design coordination (HDD and microtunnel); cost estimating; construction phasing and scheduling; stakeholder coordination/public outreach; and permitting with the UPRR, TxDOT, Texas GLO, THC, TCEQ and the City of New Braunfels.

2. North Kuehler Interceptor Study | New Braunfels Utilities | Design Engineer

FNI evaluated the temporary flow monitoring in the North Kuehler Basin and performed a field inspection of the interceptor to assess the condition of the pipeline and manholes. FNI used the model to assess the existing and future excess capacity of the main interceptor conveying flow to the Rio Lift Station and verified recommended projects from the wastewater master plan. Erin provided condition assessment expertise for a large-diameter interceptor line with significant I/I and structural issues.

4. San Antonio Street Water and Wastewater Improvements | New Braunfels Utilities | Project Manager

FNI provided design services to relocate/replace approximately 4,400 LF of 6-, 8- and 10-inch wastewater gravity mains and 8-inch water main along West San Antonio Street and at all cross streets within San Antonio Street right-of-way. Erin’s tasks included pipeline design, coordination with street/roadway design consultants, coordination with gas/telecommunication utility, geotechnical and surveying coordination, cost estimating, construction phasing and scheduling, and permitting.

5. Central Basin Planning Consultant | San Antonio Water System | Task Leader

FNI provided basin-wide planning, alternative analyses, preliminary design development for condition and capacity constraints and remedial measure development for 28 constraint areas and more than 164 miles of small- and large-diameter wastewater pipeline to support SAWS in complying with its 2013 Consent Decree. FNI continued to support SAWS by performing a hydraulic model calibration update and evaluation of capacity constraint areas based on updated hydraulic model results. Erin served as the Condition Task Lead, developing 30% design packages for small- and large-diameter sewer pipes with structural defects.



Support Personnel Experience



Bianca Garza

A. WW Master Planning and Land Use Assumptions

B. LOCATION: San Antonio, Texas | **C. EXPERIENCE:** 3 Years | **D. EDUCATION:** BS, Civil Engineering, The University of Texas at San Antonio | **E. LICENSE STATUS:** N/A | **F. EXPERIENCE:** Bianca Garza is a Project Engineer in FNI's Water/Wastewater Master Planning Group based in San Antonio, Texas.

She has experience in water and wastewater model development, hydraulic analysis, water model and wastewater model calibration, and CIP development. Bianca has developed multiple water models and conducted water distribution studies using both steady-state and extended-period simulation modeling and has experience in InfoWater Pro and InfoWorks ICM.

PROJECTS: Water and Wastewater Master Plan | Brownsville Public Utilities Board | Engineering Support • Water and Wastewater Master Plan Update | McAllen Public Utility | Engineering Support • Wastewater Master Plan | City of Lago Vista | Engineering Support • Water and Wastewater Master Plan | City of Mercedes | Engineering Support • Water and Wastewater Impact Fee Study | Harlingen Waterworks System | Engineering Support



Jacqueline McMahon, PE

A. WW Design Professional

B. LOCATION: San Antonio, Texas | **C. EXPERIENCE:** 9 Years | **D. EDUCATION:** BS, Civil Engineering, The University of Texas at Austin | **E. LICENSE STATUS:** Professional Engineer, Texas #144806; Expires: 3/31/2025 | **F. EXPERIENCE:** Jacqueline McMahon has assisted in the design

of lift stations and intake pump stations, as well as hydraulic profile preparation for WWTPs. She has experience providing program controls for multidiscipline projects, coordinating with utility companies and working with potential equipment manufacturers.

PROJECTS: Wastewater Master Plan | City of Lago Vista | Project Engineer • Central Wastewater Treatment Plant Expansion | City of Pflugerville | Project Engineer • Lift Station No. 6 Rehabilitation | City of Killeen | Project Manager • Lift Station Rehabilitation and Wastewater Modeling | Laguna Madre Water District | Assistant Project Manager • Wastewater Treatment Plant No. 3 Expansion, Phase 2 | City of Bastrop | Assistant Project Manager



Cooper Bisset

A. GIS

B. LOCATION: Austin, Texas | **C. EXPERIENCE:** 2 Years | **D. EDUCATION:** BS, Geography, Colorado State University | **E. LICENSE STATUS:** N/A | **F. EXPERIENCE:** Cooper Bisset is a GIS Mapping Specialist responsible for drafting and design tasks in the areas of master planning, floodplain

modeling and mapping, hydrology and hydraulics, ArcGIS web mapping, and Collector for ArcGIS applications. He has worked on more than 70 master planning projects throughout the U.S.

PROJECTS: Water and Wastewater Master Plan Update | McAllen Public Utility | GIS Analyst • Water and Wastewater Master Plan | City of Kerrville | GIS Analyst • Wastewater Master Plan Update | City of San Marcos | GIS Analyst • Water and Wastewater Master Plan | Harlingen Waterworks System | GIS Analyst • Water and Wastewater Master Plans | City of Seguin | GIS Analyst • Wastewater Collection System Master Plan Update | City of Grand Prairie | GIS Analyst



Mark Evans

A. Funding

B. LOCATION: San Marcos, Texas | **C. EXPERIENCE:** 24 Years | **D. EDUCATION:** Bachelor of Business Administration, Finance, The University of Texas at Austin | **E. LICENSE STATUS:** N/A |

F. EXPERIENCE: Mark Evans serves as FNI's Client Funding Lead, providing technical assistance to clients and staff on multiple funding alternatives, including low-interest loans, grants, disaster relief and hazard mitigation-type funding programs for water, wastewater, and stormwater opportunities. Mark has extensive experience mapping out traditional and disaster response emergency relief funding strategies that involve both grant (including principal forgiveness) and low-to-zero-interest loans to assist clients build needed infrastructure projects as quickly as possible. These strategies are customized for each client based on their long-term development goals and constraints. In the last five years, Mark has worked on more than 65 projects funded by agency programs and has assisted clients in accessing more than \$773 million in funding. Prior to joining FNI, Mark worked for nine years at the Texas Water Development Board (TWDB) where he became a subject matter expert on both state and federal State Revolving Fund funding programs, as well as application processes, program requirements, and compliance monitoring/reporting for requirements such as procurement, state and federal prevailing wages, and domestic iron and steel sourcing.

PROJECTS: Water and Wastewater Master Plan Update | City of Pflugerville | Funding Assistance • Wastewater Treatment Plant Expansion Feasibility Study | City of Aledo | Funding Assistance • Water and Wastewater Program | City of Angleton | Funding Assistance • Main Wastewater Treatment Plant Improvements | City of Port Arthur | Funding Assistance • Wastewater Projects Funding Assistance | City of Seguin | Funding Assistance • Lift Station Rehabilitation and Wastewater Modeling | Laguna Madre Water District | Funding Assistance • Wastewater Treatment Plant Expansion and Reuse Improvements | City of Cleburne | Funding Assistance



Choosing a Project Team

We have put forth the advance-planning effort to verify we have the **right team members**, in the **right place**, with the **right availability** to meet client goals. Several factors influenced this choice, including individual experience and history of working together on common projects.

Our chosen team combines decades of experience in a wide range of disciplines. This complementary blend of team member expertise in their various areas of specialization results in a solid, well-rounded team, which ultimately benefits the client.

Beyond the proposed team, FNI has access to **1,200+ employees firmwide** to assist, as necessary. As a firm focused on client service, we will commit the resources required to get the job done.

F

Approach to Project

F. Approach to Project

PROJECT UNDERSTANDING

FNI understands that the City of Cibolo is seeking a plan to provide wastewater service to the area south of FM 78, west of Stolte Road, north of IH 10 and east of Cibolo Creek. The interceptors recommended in this study will provide wastewater service to a new area and expand development opportunities in Cibolo. Master planning this area for buildout flows will allow the City to plan for the correct interceptor size and avoid replacement projects in the future. The timing of flows will also allow for phased lift station expansions to meet growth as it occurs.

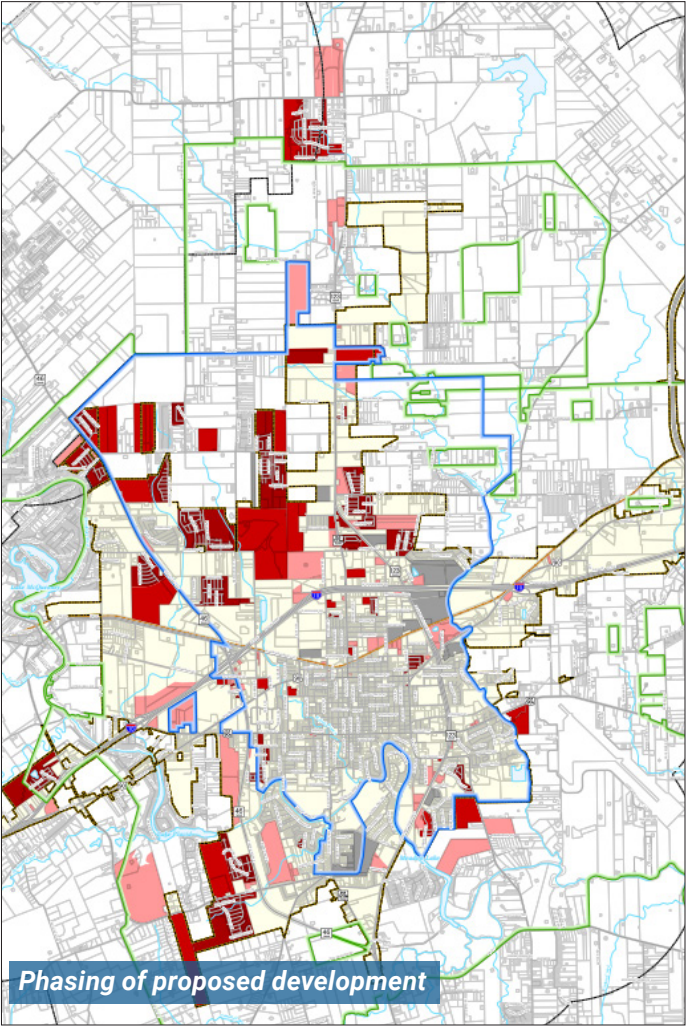
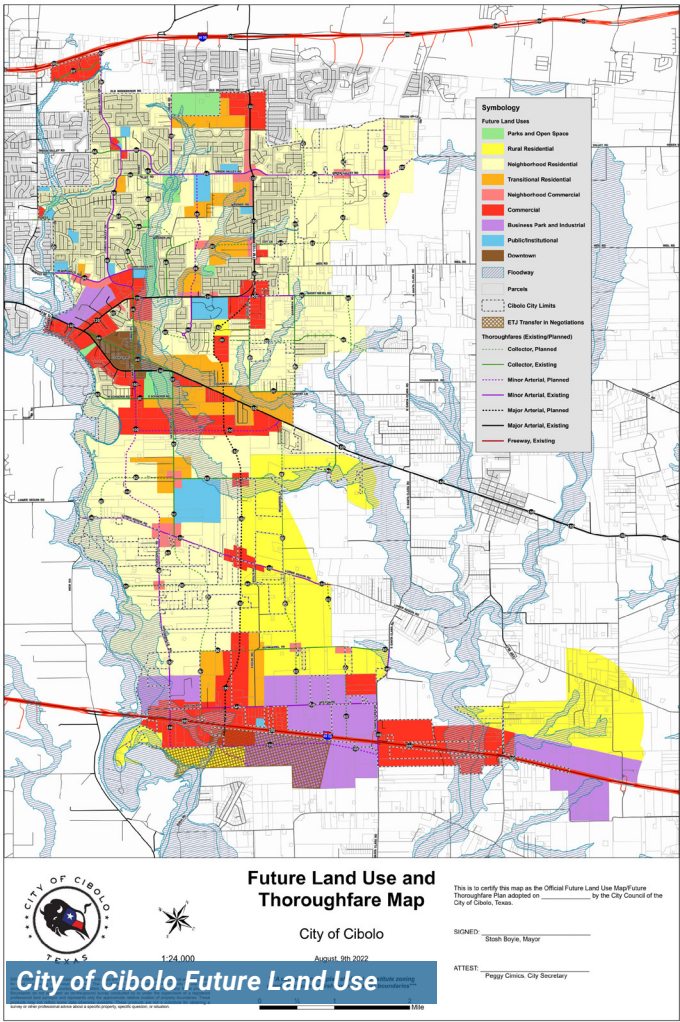
Project Kick-off

Before we begin work, we mobilize, organize, plan and establish the framework for the project. To do this, we will hold a project kick-off meeting to establish lines of communication and gather an understanding of the City's expectations and the issues it faces. City staff know the systems and issues better than anyone, so capturing this information is key to the success of the project.

Population and Wastewater Flow Projections

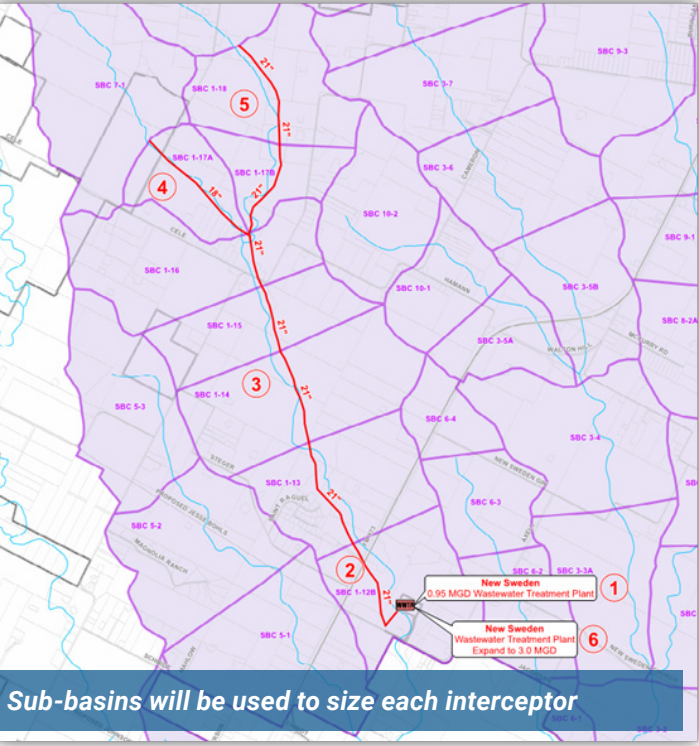
FNI will work with City staff to determine the population projections and land use for existing, 5-year, 10-year, and buildout conditions in the proposed service area. We will complete this effort by utilizing the City's future land use map and comparing it to already developed areas and proposed known developments. Development

areas will be phased by planning year to determine the timing of infrastructure needs. We will review historical wastewater flow data to determine per-capita wastewater flows and peaking factors to develop wastewater flows by basin for 5-year, 10-year, and buildout conditions. Phasing wastewater flows will allow for lift stations to be upsized incrementally.

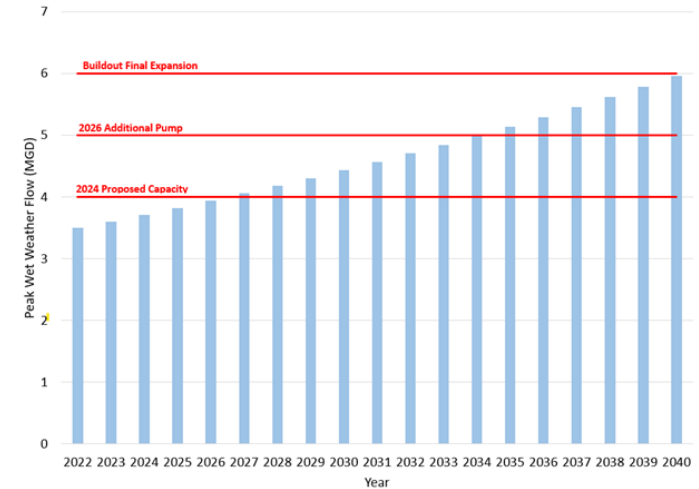


Interceptor and Lift Station Sizing

FNI will develop sub-basins for each wastewater interceptor and summarize the projected connections and flows. This detail will allow for accurate sizing of each interceptor segment. The sizing will be refined with the route analysis as steeper wastewater lines may allow for smaller diameter interceptors.



Lift stations can be phased over time as growth occurs and flows increase. FNI will develop recommended timing for lift station expansions using the wastewater flow projections.



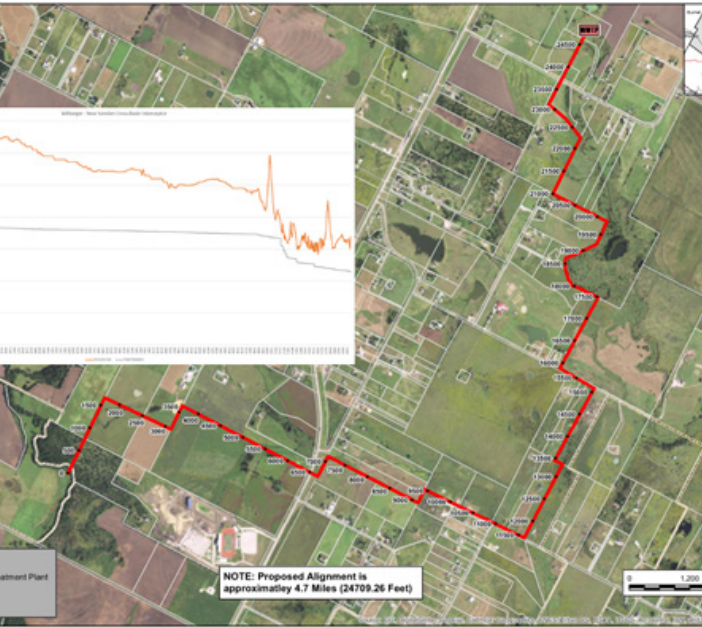
Phased Lift Station Expansions

Alignment Analysis

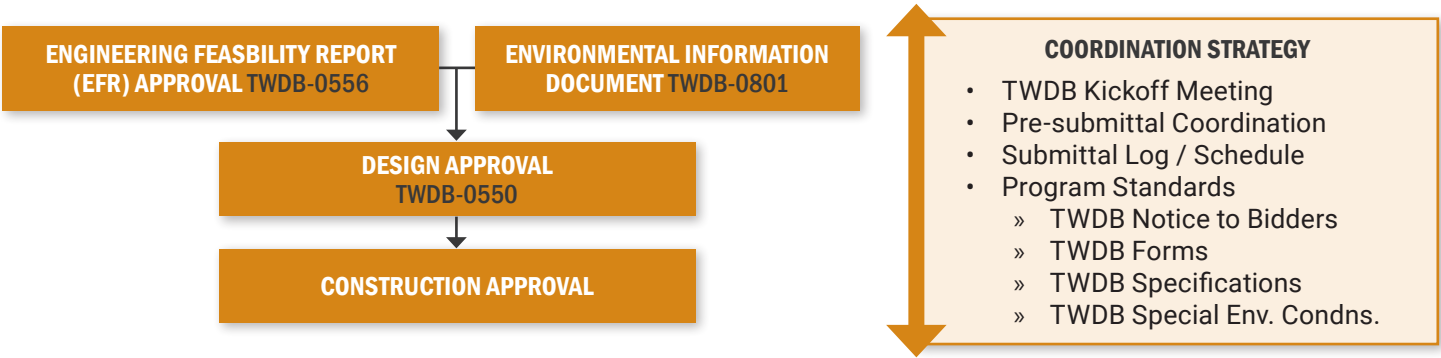
Since these projects will be moving into design, we recommend completing more detailed alignment analysis than most master plans include. Our team will work to develop a preliminary routing study that considers may key factors including:

- Constructability
- Accessibility
- Utility Conflicts
- Desktop Environmental
- Construction Method
- Easements
- Costs
- Future Connections

The FNI master planning team will work closely with our design team to evaluate possible route options for each interceptor. Studying these issues upfront will accelerate the design process in the future by identifying key issues.



City Council Presentations



TWDB Coordination

Close coordination and attention to detail with TWDB will be critical in each stage of the project. Avoiding delays for approvals and ensuring reimbursements are made in a timely manner will be crucial to successful and smooth project delivery. FNI has a strong background in helping our clients seek out and obtain TWDB Clean Water State Revolving Fund (CWSRF) funding for similar projects. ***FNI's Mark Evans is a former TWDB employee whose role is to assist project teams with TWDB coordination.*** Below are strategies successfully used on past projects which FNI will implement to address this challenge.

As the design engineer for the interceptor, FNI will work with the City's Owner/Advisor in achieving TWDB approval in three primary areas:

- 1. **Engineering Feasibility Report Approval** – FNI has completed numerous Engineering Feasibility Reports (EFRs) that have been approved by TWDB and are familiar with Guidance Document TWDB-0550 for the preparation of EFRs. FNI will structure the Preliminary Engineering Report (PER) so that it can be easily reviewed and approved by TWDB as an EFR.
- 2. **Environmental Information Document (EID)** – The FNI environmental team has recent experience across the various levels of NEPA analyses throughout the State of Texas including small municipal projects approved by the TWDB through Categorical Exclusions (CEs), medium-sized projects requiring EIDs, a Finding of No Significant Impact (FONSI) as part of the CWSRF, Environmental Impact Statements (EIS) for multi

billion dollar projects funded by multiple federal agencies. This wealth of experience enables the FNI environmental team to identify potential environmental permitting hurdles early in the planning and environmental review process so the team can work closely with design engineers and regulators to select a preferred alternative that avoids lengthy delays related to regulatory oversight and approval.

- 3. **Design Approval** – FNI will ensure that all of the information needed for CWSRF funding in the specifications, such as the TWDB Supplemental Conditions and other Front-End Document requirements, are included. In addition, where possible, FNI will help the City negotiate variances that do not apply to this project. In addition, we will provide the City cost and schedule information as part of the program work flow to help complete the TWDB Project Budget Form.

Wastewater CIP and Report

Based on the results of our analysis, FNI will develop a phased wastewater CIP and project costs in 2024 dollars. The Wastewater Master Plan will summarize the population and wastewater flow projections, interceptor and lift station sizing, recommended alignments, and cost estimates. We understand that communication with City Council is important throughout the process and our project manager will be available to present at key milestones throughout the project.

G

Comments/ Change Requests to the Standard Form of Agreement

G. Comments/Change Requests to the Standard Form of Agreement

ATTACHMENT “2” -- EXCEPTIONS FORM

REQUEST FOR QUALIFICATION: Cibolo South Sanitary Sewer Master Plan

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

Page Number: None Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____



Litigation Disclosure

H. Litigation Disclosure

FNI has been involved in the following litigation in the last 4 years. This information should remain **CONFIDENTIAL**:

- Plaintiff was injured while attempting to remove a blockage from the discharge area of a lime slurry pump. Plaintiff filed a lawsuit against FNI claiming that his injuries were the result of actions taken under the direction and supervision of one of FNI's employees. **FNI is working to resolve this ongoing litigation.**
- Plaintiff was struck by a motor vehicle while riding a bicycle through the crosswalk of a city street intersection. Plaintiff filed a lawsuit against the driver and construction contractor, project owner, and FNI claiming that her injuries were due to the negligent operation of the motor vehicle and inadequate construction of the intersection where the accident occurred. **FNI is working to resolve this ongoing litigation.**
- Contractor filed suit against the project owner, project manager, engineer, and FNI claiming interference with the contractor's means and methods on a construction project. FNI is providing inspection services for the project owner during the construction phase. FNI was dismissed from the initial suit filed by contractor. Contractor has since re-filed suit. **FNI is working to resolve this ongoing litigation.**
- FNI is engaged in a lawsuit with a private entity client related to the design of wastewater handling facilities for their animal breeding and housing operation where FNI served as the design engineer. **FNI is working to resolve this ongoing litigation.**
- Contractor filed suit against the project owner and FNI on a dam and spillway project claiming that it is owed for extra work and delays due to site conditions that allegedly differ from those identified in the contract documents. FNI was the design engineer on the project. **FNI is working to resolve this ongoing litigation.**
- Plaintiff filed personal injury lawsuit against municipal client and other entities involved in the construction of a project. FNI was a subconsultant and had a small role in project design and management. **FNI was dismissed from the suit.**



Certification and Acknowledgment

CERTIFICATION AND ACKNOWLEDGEMENT

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

The Respondent is in receipt of 1 addenda.

The Respondent certifies:

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

Signed By:  Title: Principal-in-Charge

Typed Name: John New, PE, CCM Company Name: Freese and Nichols, Inc.

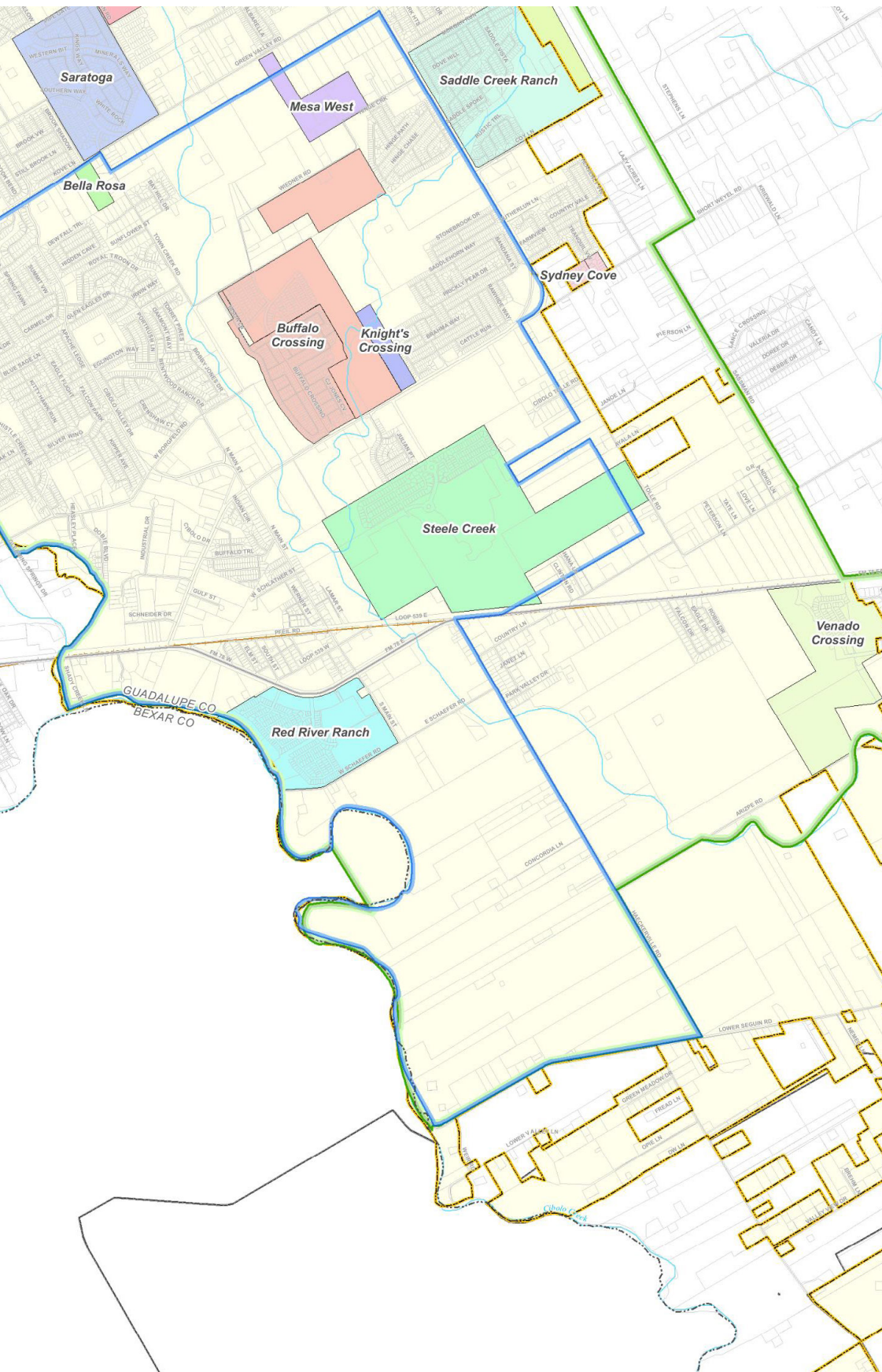
Phone No.: 210-298-3820 Email: john.new@freese.com

Remit Address: P.O. Box 980004 Fort Worth Texas 76198-0004

P.O. Box or Street City State Zip

Federal Tax ID No.: 75-1531935 DUNS No.: 07-317-7362

Date: June 27, 2024



Mission

Innovative approaches

Practical results

Outstanding service

Vision

Be the firm of choice
for clients and
employees

Values



-  LEARN CONTINUOUSLY
-  ENGAGE AS FAMILY
-  ACT WITH INTEGRITY
-  DELIVER QUALITY
-  SERVE ALWAYS



210-298-3800 | freese.com

9601 McAllister Freeway

Suite 1008

San Antonio, TX 78216

ATTACHMENT B

This Work Order is issued subject to, is governed by and incorporates by reference that certain Master Professional Services Agreement, Contract No. 24-160-16, between the City and Consultant effective _____, 2024.

Work Order Date: _____

CONSULTANT: _____

Consultant Project Manager: _____

City Point of Contact: _____

Type of Compensation: _____

Compensation: _____

Description of Services: _____

Deliverables: See Attached.

Schedule Requirements:

Commence Services: _____

Completion of Services: _____

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

CITY:

CONSULTANT:

CITY OF CIBOLO

Freese and Nichols, INC.

By: _____

By: _____

Name: Wayne Reed

Name: _____

Title: City Manager

Title: _____

ATTACHMENT C
CERTIFICATE OF INSURANCE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.
Freese and Nichols, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7 
Signature of vendor doing business with the governmental entity

December 3, 2024
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
 - or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

- (B) that the vendor has given one or more gifts described by Subsection (a); or

- (C) of a family relationship with a local government officer.

FREEAND-02

KSUTTON



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2024

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277		FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com		
INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Fire Insurance Company of Hartford A(XV)		20478
	INSURER B : Valley Forge Insurance Company A(XV)		20508
	INSURER C : Continental Insurance Company A(XV)		35289
	INSURER D : Travelers Casualty and Surety Company A++ XV		19038
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7063394194	10/23/2024	10/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7063394177	10/23/2024	10/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7063394180	10/23/2024	10/23/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	7063394213	10/23/2024	10/23/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			107930947	10/23/2024	10/23/2025	Per Claim 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

RE: South Wastewater Master Plan project

City, its officials, agents, employees and volunteers are included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Cibolo 200 South Main Street Cibolo, TX 78108	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions. General Liability includes Additional Insured coverage for On-Going & Completed Operations as required by written contract. Umbrella Liability coverage sits excess over General Liability, Auto Liability and Employer's Liability coverage.



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

20020009470633941940188



CNA75079XX (3-22)

Page 1 of 3

Nat'l Fire Ins Co of Hartford

Insured Name: FREESE & NICHOLS, INC.

Policy No: 7063394194
Endorsement No: 16
Effective Date: 10/23/2024



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities; or
- B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. Primary and non-contributing with other insurance available to the additional insured; or
- 2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
- 2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or
 2. The offense that caused the **personal and advertising injury**;
- for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020009470633941940189



CNA75079XX (3-22)

Page 3 of 3

Nat'l Fire Ins Co of Hartford

Insured Name: FREESE & NICHOLS, INC.

Policy No: 7063394194

Endorsement No: 16

Effective Date: 10/23/2024



CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

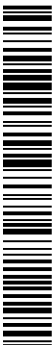
Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75008XX (10-16)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: FREESE & NICHOLS, INC.

Policy No: 7063394194

Endorsement No: 20

Effective Date: 10/23/2024

	<div>CNA PARAMOUNT</div> <div>Changes - Notice of Cancellation or Material Restriction Endorsement</div>
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This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- STOP GAP LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1.

In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2.

The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the “**accident**” for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.


Business Auto Policy
Policy Endorsement
**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: FREESE & NICHOLS, INC.

Endorsement Effective Date: 10/23/2024

SCHEDULE
Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 6; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7063394177

Policy Effective Date: 10/23/2024

Policy Page: 59 of 322

**Business Auto Policy
Policy Endorsement****NOTICE OF CANCELLATION OR MATERIAL CHANGE - DESIGNATED PERSON OR ORGANIZATION**

It is understood and agreed that this endorsement amends the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE**1. Number of days advance notice:**

10 Days if we cancel for non-payment of premium.

30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. Person or Organization's Name and Address

Name:	PER THE SCHEDULE OF CERTIFICATE HOLDERS KEPT ON FILE BY THE AGENT, AS AGREED UPON BY THE AGENT
Attention:	
Street Address:	8300 GREENSBORO DR STE 980
City, State, ZIP:	MC LEAN, VA 22102-3616
e-mail address:	

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA72315XX (04-2019)

Endorsement Effective Date: Endorsement Expiration Date:

Endorsement No: 62; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7063394177

Policy Effective Date: 10/23/2024



Workers Compensation And Employers Liability Insurance Policy Endorsement

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 03 04 B (06-2014)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 58; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 63394213

Policy Effective Date: 10/23/2024

Policy Page: 197 of 205



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**:

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

1. Number of days advance notice:

For nonpayment of premium:

10

For any other reason:

30

2. Name and Address of Person or Organization:

Per the schedule of certificate holders kept on file by the agent, as agreed upon by the agent.
8300 GREENSBORO DR STE 980
MC LEAN, VA 22102-3616

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA87380XX (11-2016)

Endorsement Effective Date: Endorsement Expiration Date:

Endorsement No: 78; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 63394213

Policy Effective Date: 10/23/2024


PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

I. COVERAGES
A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during this **policy period**; and
2. if the applicable **underlying insurance** is on a claims made basis, then only if:
 - a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and
 - b. the **claim** is first made during the **policy period**.

B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained amount**:

1. that an **Insured** becomes legally obligated to pay because of **bodily injury, property damage or personal and advertising injury**; or
2. because of liability for **bodily injury or property damage** assumed under an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

- a. the **bodily injury or property damage** occurs during the **policy period**;
- b. the **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**;



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- c. the **personal and advertising injury** is caused by an offense arising out of the **Named Insured's** business; and
- d. the offense giving rise to **personal and advertising injury** was first committed during the **policy period** and in the **coverage territory**;

Provided, however, that **Coverage B - Umbrella Liability**:

- i. does not apply to:
 - (a) any part of **damages** to which **underlying insurance** applies; or
 - (b) any part of **damages** to which **underlying insurance** would have applied regardless of:
 - (1) the availability of **underlying insurance**; or
 - (2) the exhaustion of the applicable **underlying limits**;
 - (c) any **defense costs** related to **damages** as described in a. and b. above.
- ii. applies only if prior to the effective date of the **policy period**, no **authorized insured**:
 - (a) knew that such **bodily injury** or **property damage** had occurred, in whole or in part. If any **authorized insured** knew, prior to the **policy period**, that any such **bodily injury** or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**; or
 - (b) knew that any offense giving rise to **personal and advertising injury** had occurred, in whole or in part.

Bodily injury or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **authorized insured**, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.

An **authorized insured** will be deemed to know:

1. that such **bodily injury** or **property damage** occurred, at the earliest time when such **authorized insured**:
 - a. reports the **bodily injury** or **property damage** to the Insurer or any other insurer;
 - b. receives a **claim** arising out of the **bodily injury** or **property damage**; or
 - c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur;
2. that such offense giving rise to **personal and advertising injury** occurred, on the date of the first utterance or dissemination or, if there is no utterance or dissemination, then on the first date of the activity giving rise to a **claim**.

C. Coverage C - Crisis Management Expenses

The Insurer will reimburse the **Named Insured** for **crisis management expenses** incurred by the **Named Insured** as a direct result of its response to a **crisis management event** that first occurs during the **policy period**, provided:

- 1 such **crisis management event** is reported to the Insurer as soon as reasonably practicable following the **crisis management event**, or within 72 hours after such **crisis management event** begins if such **crisis management event** is likely to give rise to **bodily injury** or **property damage**;



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2. such **crisis management expenses** are incurred within 180 days after the **crisis management event** and reported to the Insurer as soon as reasonably practicable; and,
3. such **crisis management expenses** are approved in advance by the Insurer.

The period of time for which the Insurer will pay **crisis management expenses** will not be limited by the expiration of the **policy period**.

D. Coverage D – Key Employee

The Insurer will reimburse the **Named Insured** for **key employee replacement expenses** due to the **Named Insured's** permanent loss of the services of a **key employee** provided that:

1. the **Named Insured** would not have incurred such **key employee replacement expenses** if the **Named Insured** had not lost the services of the **key employee**;
2. such **key employee replacement expenses** are incurred by the **Named Insured** within 180 days of the **covered accident** and reported to the Insurer as soon as reasonably practicable;
3. such loss of service is caused by a **covered accident**;
4. the **covered accident** occurs during the **policy period**; and
5. a replacement for such **key employee** is hired within 180 days after the **covered accident**.

The period of time for which the Insurer will pay **key employee replacement expenses** will not be limited by the expiration of the **policy period**.

II. DEFENSE COSTS PAYMENT AND RELATED DUTIES

- A. The Insurer has the right and duty to defend any **suit**, and the right to assume control of the investigation and settlement of any **claim**, against the **Insured**, as follows:
 1. with respect to the **Coverage A - Excess Follow Form Liability**, upon exhaustion through payment in legal currency of the full amount of the applicable **underlying limits** over which **Coverage A** applies.
 2. with respect to the **Coverage B - Umbrella Liability**, upon receipt by the Insurer of a **claim** to which Coverage B applies.

When the Insurer has the duty to defend any **suit** and the right to investigate any **claim** but is prevented by law from doing so, the **Insured** will undertake such defense and investigation, and the Insurer will reimburse the **Insured** for the **defense costs**.

The Insurer's obligation to defend any **suit**, investigate any **claim**, or reimburse for any **defense costs** does not apply if any other insurer has a duty to defend. Further, any obligation to defend any **suit**, investigate any **claim**, or reimburse for any **defense costs** ceases upon exhaustion of the applicable limits of insurance of this Policy.

- B. The Insurer may, at the Insurer's sole discretion and at the Insurer's own cost, elect to participate in the investigation, settlement or defense of any **claim** against any of the **Insureds** for matters covered by this Policy even if the applicable **underlying limit** has not been exhausted.
- C. The Insurer will pay **defense costs** as follows:
 - 1 with respect to the **Coverage A - Excess Follow Form Liability**, **defense costs** are paid within or excess of the limits of insurance as set forth in the applicable **underlying insurance**.
 2. with respect to the **Coverage B - Umbrella Liability**, **defense costs** are paid in excess of and do not erode the limits of insurance or the **retained amount**.
- D Where the Insurer investigates a **claim** or defends a **suit**, the Insurer will do so even if the allegations of a **claim** are groundless, false, or fraudulent. If Insurer investigates a **claim** or defends a **suit**, Insurer will



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do so only until the Insurer:

1. makes payment of; or
2. offers to pay; or
3. deposits in court

that part of a judgment up to but not exceeding the Insurer's applicable limits of insurance.

- E. No **Insured** shall admit liability, consent to any judgment, agree to any settlement or make any settlement offer which is reasonably likely to involve this Policy without the Insurer's prior written consent, such consent not to be unreasonably withheld. The **Insureds** agree that they shall not knowingly take any action that increases the Insurer's exposure for **damages** or **defense costs** under this Policy.

III. EXCLUSIONS

A. Coverage A - Excess Follow Form Liability and Coverage B - Umbrella Liability Exclusions

With respect to both the **Coverage A - Excess Follow Form Liability** and **Coverage B - Umbrella Liability**, this Insurance does not apply to:

1. Access to or Disclosure of Confidential or Personal Information and Data-Related Liability

any actual or alleged **damages** arising out of:

- a. any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if **damages** are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in paragraph **a.** or **b.** above.

However, unless paragraph **a.** above applies, this exclusion does not apply to **bodily injury** to the extent that such liability is covered by **underlying insurance**.

2. Asbestos

- a. any actual or alleged liability arising out of the actual, alleged or threatened exposure at any time to **asbestos**; or
- b. any actual or alleged loss, cost or expense that may be awarded or incurred:
 - i. by reason of a **claim** for any such injury or damage; or
 - ii. in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of **asbestos**.

3. Damage to Impaired Property or Property not Physically Injured

any actual or alleged **property damage** to **impaired property** or property that has not been physically injured, arising out of:

- a. a defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- b. a delay or failure by the **Named Insured** or anyone acting on the **Named Insured's** behalf to perform a contract or agreement in accordance with its terms.



This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

4. Damage to Premises Rented or Occupied by the Named Insured

any actual or alleged **property damage** to premises rented to the **Named Insured** or in the case of damage by fire, while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner.

5. Distribution or Recording of Material or Information in Violation of Laws

any actual or alleged liability arising directly or indirectly out of any actual or alleged:

- a. violation of:
 - i. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - ii. the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - iii. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
 - iv. any statute, ordinance, regulation or law other than the TCPA, CAN-SPAM Act of 2003, or FCRA, including FACTA, and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; or
- b. conversion or consumption of another's tangible property or electronic assets. For the purpose of this provision, electronic assets include but are not limited to minute allowances, text message allowances, and other electronic consumables.

6. Employment Related Practices

any actual or alleged **bodily injury** or **personal and advertising injury** to:

- a. a person arising out of any actual or alleged:
 - i. refusal to employ that person;
 - ii. termination of that person's employment;
 - iii. employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. the **spouse**, child, parent, brother or sister of that person as a consequence of such **bodily injury** or **personal and advertising injury** to that person at whom any of the employment-related practices described in paragraphs a. i., ii., or iii. above is directed.

This exclusion applies:

- a. whether the injury-causing event described in paragraphs a. i., ii., or iii. above occurs before employment, during employment or after employment of that person;
- b. whether the **Insured** may be liable as an employer or in any other capacity; and
- c. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, this exclusion does not apply to **bodily injury** a person sustains during a job interview while attempting to demonstrate a physical capability or skill required by the job to the extent that



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such liability is covered by **underlying insurance**.

7. ERISA

any actual or alleged liability arising out of any actual or alleged obligation of any **Insured** under the Employees Retirement Income Security Act of 1974 or any similar common or statutory law anywhere in the world including any amendments or additions thereto.

8. Nuclear Energy Liability

any actual or alleged **bodily injury, property damage or personal and advertising injury**:

- a. with respect to which an **Insured** under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance;
- b. resulting from the **hazardous properties of nuclear material** and with respect to which:
 - i. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - ii. the **Insured** is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- c. resulting from **hazardous properties of nuclear material**, if:
 - i. the **nuclear material**:
 - (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **Insured** or
 - (b) has been discharged or dispersed therefrom;
 - ii. the **nuclear material** is contained in **spent fuel or nuclear waste** at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an **Insured**; or
 - iii. the **bodily injury, property damage or personal and advertising injury** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to **property damage** to such **nuclear facility** and any property thereat.
- d. Under any Medical Payments coverage, to expenses with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

Solely as used in this exclusion:

- (a) **property damage** includes all forms of radioactive contamination of property;
- (b) **hazardous properties** includes but is not limited to radioactive, toxic or explosive properties;
- (c) source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (d) **spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.



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9. Recall of Products, Work or Impaired Property

any actual or alleged loss, cost or expense incurred by the **Named Insured** or any person or entity, for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your product, your work or impaired property**, if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

10. Unfair Competition/Antitrust Claims/RICO Claims

any actual or alleged liability arising out of any:

- a. unfair competition, dilution, deceptive trade practices, or civil actions for consumer fraud;
- b. charges of price fixing, monopolization or restraint of trade; or
- c. any violation of:
 - i. the Federal Trade Commission Act;
 - ii. the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade;
 - iii. the Racketeer Influenced and Corrupt Organizations Act;
 - iv. any rules or regulations promulgated under or in connection with the above statutes; or
 - v. any state, federal or local statute or other law which similarly regulates business practices.

11. Uninsured/Underinsured Motorists

any actual or alleged liability arising out of any obligations under an uninsured/underinsured motorist law, a personal injury protection law, a reparations benefit law or other similar law.

12. War

any actual or alleged liability arising, directly or indirectly out of any:

- a. war, including undeclared or civil war;
- b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Workers' Compensation and Similar Laws /Nonsubscriber Status

any actual or alleged liability arising out of any obligation of any **Insured**:

- a. under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- b. by reason of a statement of non-subscription on file with any applicable Worker's Compensation authority of any State indicating the **Named Insured** has chosen not to participate in the Workers Compensation system in accordance with laws of such state.

B. Coverage A - Excess Follow Form Liability Exclusions

With respect to **Coverage A - Excess Follow Form Liability**, this Insurance does not apply to:

1. Coverages Subject to a Sub Limit

any actual or alleged liability, loss, cost or expense covered under any **underlying insurance** which is



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subject to a **sub limit**.

2. Crisis Management Expenses

crisis management expenses except as provided for in **Coverage C** above even if such insurance is afforded under **underlying insurance** or would have been afforded but for the exhaustion of the **underlying limits**.

3. Pollution

- a. any actual or alleged **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - i. at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **Insured** except that this subparagraph does not apply to:
 - (a) **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**; or
 - (b) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - ii. at or from any premises, site or location which is or was at any time used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste;
 - iii. which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **Insured** or any person or organization for whom the **Named Insured** may be legally responsible; or
 - iv. at or from any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations:
 - (a) If the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **Insured**, contractor or subcontractor; except that this subparagraph does not apply to **bodily injury** or **property damage** arising out of:
 - (1) the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such **Insured**, contractor or subcontractor; or
 - (2) heat, smoke or fumes from a **hostile fire**; or
 - (b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**;
 - v. that are, or that are contained in property that is:
 - (a) being transported or towed by, or handled for movement into, onto or from a covered **auto**;
 - (b) otherwise in the course of transit; or



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- (c) being stored, disposed of, treated or processed in or upon the covered **auto** except that this subparagraph does not apply to fuels, lubricants, fluids, exhaust, gases or other similar **Pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts if the **pollutants** escape or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**;
- vi. before the **pollutants** or property in which the **pollutants** are contained are moved from the place where they are accepted by the **Insured** for movement into or onto the covered **auto**;
or
- vii. after the **pollutants** or property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **Insured**.

Subparagraphs **vi.** and **vii.** do not apply if the **pollutants** or property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto** and the discharge, dispersal, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

- b. any actual or alleged **personal and advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- c. any actual or alleged loss, cost or expense arising out of any:
 - i. request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - ii. **claim** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

However, if liability for **damages** because of **property damage** is not excluded by paragraph **a.** of this exclusion, then neither will paragraph **c.** above serve to exclude such **damages**.

C. Coverage B - Umbrella Liability Exclusions

With respect to the **Coverage B - Umbrella Liability**, this Insurance does not apply to:

1. Aircraft, Auto, Watercraft or Mobile Equipment

any actual or alleged **bodily injury, property damage, personal and advertising injury** arising out of the ownership, maintenance, operation, use, **loading or unloading** or entrustment to others of any:

- a. **aircraft** owned by any **Insured** or rented, loaned or chartered by or on behalf of any **Insured** without crew; or
- b. **autos, watercraft or mobile equipment**

This exclusion applies even if such **claim** against an **Insured** alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

This exclusion does not apply to:

- i. watercraft while ashore on premises the **Named Insured** owns or rents;
- ii. watercraft the **Named Insured** does not own that is:
 - (a) less than 55 feet long; and
 - (b) not being used to carry persons or property for a charge; or



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- iii. liability assumed under any **insured contract** for the ownership, maintenance or use of watercraft.

2. Contractual Liability

any actual or alleged **bodily injury, property damage or personal and advertising injury** for which an **Insured** is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement other than an **insured contract**. This exclusion does not apply to liability that the **Insured** would have in the absence of such contract or agreement.

3. Damage to Property

any actual or alleged **property damage** to:

- a. property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by the **Named Insured**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- c. property loaned to the **Named Insured**;
- d. personal property in the care, custody or control of the **Insured**;
- e. that particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on its behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraph b. of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by the **Named Insured**.

Paragraphs c., d., e. and f. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph f. of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

4. Damage to Your product

any actual or alleged **property damage** to **your product** arising out of it or any part of it.

5. Damage to Your work

any actual or alleged **property damage** to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**. This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the **Named Insured's** behalf by a subcontractor.

6. Employee Injury

any actual or alleged **bodily injury or personal and advertising injury** to:

- a. an **employee** arising out of and in the course of employment by the **Insured** or performing duties related to the conduct of the **Insured's** business; or
- b. the **spouse**, child, parent, brother or sister of that **employee** as a consequence of a. above.



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This exclusion applies:

- i. whether an **Insured** may be liable as an employer or in any other capacity; and
- ii. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the **Insured** under an **insured contract**.

7. Expected or Intended injury

any actual or alleged **bodily injury** or **property damage** arising out of an act or omission:

- a. intended by an **Insured**; or
- b. that would be expected from the standpoint of a reasonable person in the circumstances of the **Insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. Fungi or Other Organic Pathogens

- a. any actual or alleged **bodily injury**, **property damage** or **personal and advertising injury** arising out of any actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi or other organic pathogens**;
- b. any actual or alleged loss, cost or expense arising out of or relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of **fungi or other organic pathogens** by any **Insured** or by anyone else; or
- c. any actual or alleged **property damage** caused by water where there also exists any **property damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi or other organic pathogens**.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage, loss, cost or expense.

9. Liquor Liability

any actual or alleged **bodily injury** or **property damage** for which any **Insured** may be held liable by reason of:

- a. causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on the **Insured's** premises, for consumption on the **Insured's** premises;
- b. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the **claims** against any **Insured** allege negligence or other wrongdoing in:

- i. the supervision, hiring, employment, training or monitoring of others by that **Insured**; or



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- ii. providing or failing to provide transportation with respect to any person that may be under the influence of alcohol,

if the **occurrence** which caused the **bodily injury** or **property damage** involved that which is described in paragraph **a.**, **b.** or **c.** above.

10. Nonemployment Related Discrimination

any actual or alleged personal and advertising injury arising out of any actual or alleged nonemployment related discrimination committed intentionally against a person.

11. Personal and Advertising Injury

any actual or alleged **personal and advertising injury**:

a. Breach of Contract

arising out of breach of contract, except an implied contract to use another's advertising idea in the **Named Insured's advertisement**.

b. Criminal Acts or Conduct

arising out of any actual or alleged criminal act or omission committed by or at the direction of any **Insured**. This exclusion does not apply to the extent liability is imposed upon the **Insured** for acts or omissions of another committed without the knowledge or consent of the **Insured**.

c. Electronic Chat Rooms or Bulletin Boards

arising out of an electronic chat room or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

d. Infringement of Copyright, Patent, Trademark or Trade Secret

arising out of infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in the **Named Insured's advertisement**. However, this exclusion does not apply to infringement of copyright, trade dress or slogan in the **Named Insured's advertisement**.

e. Insureds in Media and Internet Type Businesses

committed by an **Insured** whose business is:

- i. advertising, broadcasting, publishing or telecasting;
- ii. designing or determining content or web-sites for others; or
- iii. an Internet search, access, content or service provider.

However, this exclusion does not apply to paragraph **A.**, **B.** or **C.** of **personal and advertising injury** as defined in the section entitled Definitions.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for the **Named Insured** or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

f. Knowing Violation of Rights of Another

caused by an actual or alleged offense, act or omission by or at the direction of the **Insured** if the **Insured** knew or should have known that such offense, act or omission would cause such **personal and advertising injury**.



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g. Material Published Prior To Policy Period

arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.

h. Material Published with Knowledge of Falsity

arising out of written publication in any manner of material, if the **Insured** knew or should have known the material was false.

i. Quality or Performance of Goods – Failure to Conform to Statements

arising out of any failure of goods, products or services to conform to any statement of quality or performance made in the **Named Insured's advertisement**.

j. Unauthorized Use of Another's Name or Product

arising out of unauthorized use of another's name or product in the **Named Insured's** e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

k. Wrong Description of Prices

arising out of the wrong description of the price of goods, products or services stated in the **Named Insured's advertisement**.

12. Pollution

- a. any actual or alleged **bodily injury, property damage or personal and advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- b. any actual or alleged loss, cost or expense arising out of any:
 - i. request, demand, order, or statutory or regulatory requirement that anyone test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**; or
 - ii. **claim** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

13. Silica

- a. any actual or alleged **bodily injury** arising, in whole or in part, out of the actual, alleged or threatened respiration or ingestion at any time of **silica**; or
- b. any actual or alleged **property damage** arising in whole or in part out of the actual, alleged or threatened presence of **silica**.
- c. any actual or alleged **personal and advertising injury** arising, in whole or in part, out of the actual, alleged or threatened:
 - i. exposure at any time to; or
 - ii. presence at any time of;**silica**.

14. Terrorism

any actual or alleged **bodily injury, property damage or personal and advertising injury** arising out of any act of terrorism.



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D. Coverage D - Key Employee Exclusions

With respect to **Coverage D – Key Employee**, this insurance does not apply to any actual or alleged:

1. Death or Disability

death or permanent disability of a **key employee** relating to, or arising out of:

- a. nuclear reaction or radiation or radioactive contamination, however caused;
- b. sickness or disease, including mental illness or mental injury;
- c. pregnancy, childbirth, miscarriage or abortion;
- d. suicide, attempted suicide or self inflicted bodily injury, while sane or insane;
- e. the **key employee's** intoxication, impairment or otherwise being under the influence of alcohol or controlled substances;
- f. war, including undeclared or civil war;
- g. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- h. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Other Expenses

- a. expenses the **Named Insured** incurs which the **Named Insured** would not have incurred if the **Named Insured** had used all reasonable means to:
 - i. find a permanent replacement for the **key employee**; and
 - ii. reduce or discontinue the **key employee** replacement expense;
 as soon as possible after the **Named Insured's** permanent loss of the services of the **key employee** caused by a **covered accident**.
- b. additional expenses incurred due to the **Named Insured's** loss of the services of a permanent replacement appointed or hired to replace a **key employee**, however caused. However, this exclusion does not apply if the replacement employee is included in the definition as a **key employee** and the **Named Insured's** loss of the services of the replacement employee is caused by a **covered accident**.

IV. WHO IS AN INSURED

The following persons or organizations are **Insureds**.

A. With respect to **Coverage A - Excess Follow Form Liability**, the **Named Insured** and any persons or organizations included as an insured under the provisions of **underlying insurance** are **Insureds**, and then only for the same coverage, except for limits of insurance, afforded under such **underlying insurance**.

B. With respect to the **Coverage B - Umbrella Liability**:

1. If the **Named Insured** is designated in the Declarations of this Policy as:

- a. an individual, the **Named Insured** and the **Named Insured's spouse** are **Insureds**, but only with respect to the conduct of a business of which the **Named Insured** is the sole owner.
- b. a partnership or joint venture, the **Named Insured** is an **Insured**. The **Named Insured's** members, the **Named Insured's** partners, and their **spouses** are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business.



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- c. a limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's** members are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business. The **Named Insured's** managers are **Insureds**, but only with respect to their duties as the **Named Insured's** managers.
- d. an organization other than a partnership, joint venture or limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's executive officers** and directors are **Insureds**, but only with respect to their duties as the **Named Insured's** officers or directors. The **Named Insured's** stockholders are also **Insureds**, but only with respect to their liability as stockholders.
- e. a trust, the **Named Insured** is an **Insured**. The **Named Insured's** trustees are also **Insureds**, but only with respect to their duties as trustees.

2. Each of the following are also **Insureds**:

- a. The **Named Insured's volunteer workers** but only while performing duties related to the conduct of the **Named Insured's** business.
- b. The **Named Insured's employees**, other than either the **Named Insured's executive officers** (if the **Named Insured** is an organization other than a partnership, joint venture or limited liability company) or the **Named Insured's** managers (if the **Named Insured** is a limited liability company), but only for acts within the scope of their employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business.

However, none of these **employees** or **volunteer workers** are **Insureds** for:

i. **bodily injury or personal and advertising injury:**

- (a) to the **Named Insured**, to the **Named Insured's** partners or members (if the **Named Insured** is a partnership or joint venture), to the **Named Insured's** members (if the **Named Insured** is a limited liability company), to a co-employee while in the course of his or her employment or performing duties related to the conduct of the **Named Insured's** business, or to the **Named Insured's** other **volunteer workers** while performing duties related to the conduct of the **Named Insured's** business;
- (b) to the **spouse**, child, parent, brother or sister of that co-employee or **volunteer worker** as a consequence of paragraph (i)(a) above;
- (c) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph i. (a) or (b) above; or
- (d) arising out of his or her providing or failing to provide professional health care services.

ii. **property damage** to property:

- (a) owned, occupied or used by;
- (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

the **Named Insured**, any of the **Named Insured's employees, volunteer workers**, any partner or member (if the **Named Insured** is a partnership or joint venture), or any member (if the **Named Insured** is a limited liability company).

- C. With respect to the **Coverage C - Crisis Event Management** and the **Coverage D - Key Employee**, the **Named Insured** is the **Insured**.

V. LIMITS OF INSURANCE

A. Multiple Insureds, claims, claimants

The limits of insurance shown in the Declarations of this Policy and the rules below fix the most the

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Insurer will pay regardless of the number of:

1. **Insureds**;
2. **claims** made or brought against the **Insured**;
3. persons or organizations making **claims** or bringing **claims**; and
4. coverages under this Policy.

B. Aggregate Limit

Subject to the paragraphs **D.** and **E.** below, the limit of insurance shown in the Declarations of this Policy as the Aggregate limit is the most that the Insurer will pay as **damages** under this Policy, regardless of which coverage applies, except for:

1. **damages** covered by any auto liability policy listed in the Schedule of **Underlying Insurance** where the limits of insurance of such auto liability policy are not aggregated; and
2. **damages** covered under the **products-completed operations hazard**.

The limits of insurance shown in the Declarations of this Policy apply to the entire **policy period**, regardless of length.

In addition, with respect to **Coverage A – Excess Follow Form Liability** only, the Aggregate limit shown in the Declarations of this Policy shall be applied in the same manner as the applicable Aggregate limits in the Schedule of **underlying insurance**.

C. Aggregate Products-Completed Operations Hazard

Subject to paragraph **D.** and **E.** below, the limit of insurance shown in the Declarations of this Policy as the Aggregate Products-Completed Operations Hazard limit is the most that the Insurer will pay as **damages** arising out of the **products-completed operations hazard**, regardless of whether such **damages** are or otherwise would be covered in any way under more than one coverage.

D. Policy Aggregate Limit

This provision **D.** only applies if an amount is shown in the Declarations as the Policy Aggregate Limit.

Subject to the Each **Incident** limit, Aggregate limit and Aggregate **products-completed operations hazard** limit, the Policy Aggregate limit is the most the Insurer will pay as **damages** under this Policy, regardless of which coverage applies, except for **damages** covered by any auto liability policy listed in the Schedule of **Underlying Insurance** where the limits of insurance of such auto liability policy are not aggregated.

E. Each Incident

Subject to paragraphs **B.**, **C.** and **D.** above, the limit of insurance shown in the Declarations of this Policy as the Each **Incident** limit is the most the Insurer will pay for the sum of all **damages** arising out of any one **incident** under this Policy, regardless of which coverage applies.

F. Crisis Management

Solely with respect to **Coverage C – Crisis Management Expenses**, the most the Insurer will pay is the limit of insurance shown on the Declarations of this Policy as the **Crisis Management Expenses** Aggregate limit, regardless of the number **crisis management events** for which **crisis management expenses** are incurred. **Crisis management expenses** are not subject to the **retained amount**.

The **Crisis Management Expenses** Aggregate limit of insurance is in addition to and will not erode any other limits of this Policy. The **Crisis Management Expenses** Aggregate limit of insurance shall be excess of any other limits of insurance available to the **Insured** for the same expenses.

G. Key Employee Replacement Expenses

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Solely with respect to **Coverage D – Key Employee**, the most the Insurer will pay for **key employee replacement expenses** is the **Key Employee** Aggregate limit shown on the Declarations of this Policy, regardless of the number **key employees** for which **key employee replacement expenses** are incurred. **Key employee replacement expenses** are not subject to the **retained amount**.

The **Key Employee Replacement Expenses** Aggregate limit of insurance is in addition to and will not erode any other limits of this Policy. The **Key Employee Replacement Expenses** Aggregate limit of insurance shall be excess of any other limits of insurance available to the **Insured** for the same expenses.

H. Defense Costs

Defense costs are either paid within or are in excess of the limits of insurance as set forth in paragraph **C.** of the section entitled **Defense Costs Payment and Related Duties**.

I. Exhaustion or Reduction of Applicable Underlying Limit

Solely with respect to **Coverage A - Excess Follow Form Liability**, if the applicable **underlying limits** are:

1. reduced solely by the payment of covered loss as set forth in **Coverage A** including related costs and expenses (if such related costs and expense reduce such limits) **Coverage A** will apply in excess of the remaining amount of such applicable **underlying limit**; or
2. exhausted, solely by the payment of covered loss as set forth in **Coverage A** including related costs and expenses (if such related costs and expense reduce such limits) then **Coverage A** will apply, subject to this Policy's limit of insurance provision and to the remaining terms and provisions and conditions of this Policy in place of such exhausted applicable **underlying limit**.

If any loss covered under any **underlying insurance** is subject to a **sub-limit** (whether or not such **sub-limit** erodes the limits generally available to all claims), then the **underlying limits** shall not be deemed depleted by payment of any such **sub-limits**.

Nothing herein shall serve to increase the limits of insurance shown in the Declarations of this Policy.

VI. CONDITIONS

A. Appeals

If the **Named Insured** or its **underlying insurers** elect not to appeal a judgment in excess of the limits of insurance afforded by the **underlying insurance** the Insurer may elect to appeal at the Insurer's expense. The Insurer's limits of insurance shall not be increased because of such appeal. However, the Insurer will pay the following costs and expenses:

1. all premium bonds to release attachments for an amount not in excess of the applicable limit of insurance of this policy;
2. all premiums on appeal bonds required in such defended **claims**, but without obligation to apply for or furnish such bonds;
3. court fees; and
4. costs and expenses taxed against the **Named Insured** by the appellate court and interest accruing after entry of a judgment against the **Named Insured** and before the Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance of this Policy. Where the **underlying insurers** terminate their liability to pay interest on the judgment by an offer to pay their limits, the **Named Insured** shall demand that such limits be paid. If the appeal is successful, such amounts not obligated to be paid shall be returned to such **underlying insurer**.

B. Cancellation and Nonrenewal

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The Cancellation/Nonrenewal provisions are as set forth in the Cancellation/Nonrenewal Endorsement attached to this Policy.

C. Changes to the Policy

Notice to any of the Insurer's agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this Policy, nor will such notice prevent the Insurer from asserting any rights under the provisions of this Policy. None of the provisions of this Policy will be waived, changed or modified except by written endorsement issued by the Insurer to form a part of this Policy.

D. Concealment, Misrepresentation and Fraud

No concealment, misrepresentation or fraud shall avoid or defeat recovery under this Policy unless such concealment, misrepresentation or fraud was material. Concealment, misrepresentation or fraud in the procurement of this Policy which if known by the Insurer would have led to refusal by the Insurer to make this contract or provide coverage, or to make this contract or provide coverage on different terms or conditions, will be deemed material.

E. Duties of the First Named Insured on the Declarations of this Policy

The **First Named Insured**, on behalf of all others, will be:

1. authorized to make changes in the terms of this Policy with the consent of the Insurer;
2. the payee of any premiums the Insurer refunds;
3. responsible for:
 - a. remitting the payment of all premiums due, but all **Named Insureds** jointly and severally agree to make such payments in full if the **First Named Insured** fails to pay the amount due within 10 days after the Insurer give written notice or demand;
 - b. keeping records of the information the Insurer requires for premium computation, and sending copies of such records at such times as requested by the Insurer;
 - c. notifying the Insurer that the **First Named Insured** on behalf of all others wants to cancel this Policy; and
 - d. providing any notice required under this Policy.

F. Economic and Trade Sanctions

This Policy does not provide coverage for an **Insured**, transaction or that part of loss that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

G. Entire Contract

By acceptance of this Policy, the **Insureds** agree that this Policy, including all endorsements to this Policy, constitute the entire contract existing between the parties relating to this insurance.

H. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this Policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such provided however that this sentence does not apply to the spouse of:

1. a sole proprietorship **Named Insured**; or



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2. members or partners of joint venture or partnership **Named Insureds**.

Examination of the **Named Insured's Books and Records**

The Insurer may examine and audit the **Named Insured's** books and records as they relate to this Policy at any time during the **policy period** and up to 3 years afterward.

J. Financial Impairment

Bankruptcy, rehabilitation, receivership, liquidation or other financial impairment of the **Named Insured** or an **underlying insurer** shall neither relieve nor increase any of the Insurer's obligations under this Policy.

In the event there is diminished recovery or no recovery available to the **Named Insured** as a result of financial impairment of an **underlying insurer**, the coverage under this Policy shall apply only in excess of the **underlying limits**. Under no circumstances shall the Insurer be required to drop down and replace the **underlying limits**, or assume the obligations of the **Named Insured** or the financially impaired insurer.

K. Headings

The description in the headings and subheadings of this Policy is solely for convenience, and forms no part of the terms and conditions of coverage.

L. Inspections and Surveys

The Insurer has the right but is not obligated to:

1. make inspections and surveys at any time;
2. give the **Named Insured** reports on the conditions it finds;
3. recommend changes; or
4. conduct loss control and prevention activity.

Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged.

The Insurer does not:

1. make safety inspections;
2. undertake to perform the duty of any organization to provide for the health or safety of workers or the public; nor
3. warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This provision applies not only to the Insurer, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, recommendations, reports, or gives loss control or prevention advice, on its behalf.

M. Legal Action Limitation

No person or organization has a right under this Policy:

1. to join the Insurer as a party or otherwise bring the Insurer into a **suit** asking for **damages** from an **Insured**; or
2. to sue Insurer on this Policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an **Insured**; but the Insurer will not be liable for **damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An "agreed settlement" means a settlement and release of liability signed by the Insurer, the **Insured** and the claimant or the claimant's legal representative.



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N. Maintenance of Underlying Insurance

Solely with respect to **Coverage A - Excess Follow Form Liability**, while this Policy is in force the **First Named Insured** agrees that the **underlying insurance** and renewals and replacements thereof shall be maintained, without alterations of terms or conditions, in full effect during the term of this Policy; except for reduction or exhaustion of the limits of insurance in the **underlying insurance**, provided that such reduction or exhaustion is solely the result of **incidents** covered under this Policy.

If the **First Named Insured** fails to maintain **underlying insurance**, this condition shall not invalidate this Policy. However, in the event of such failure, the Insurer will only be liable to the same extent as if such **underlying insurance** was in full force and effect without alteration of its terms and conditions.

O. Notice of Claims/Crisis Management Event/Covered Accident

1. Solely with respect to **Coverage A - Excess Follow Form Liability**, if any **underlying insurance** is a policy issued by the Insurer or any of its affiliates, then notice of any **claim** under such **underlying insurance** is notice to the Insurer under this Policy.
2. It is a condition precedent to coverage under this Policy that:
 - a. subject to paragraph b. below, the **Insured** notify the Insurer as soon as practicable of an **incident** which an **Insured** believes may result in a **claim**. To the extent possible, notice should include:
 - i. how, when and where the **incident** took place;
 - ii. the names and addresses of any injured persons and witnesses; and
 - iii. the nature and location of any injury or damage arising out of the **incident**.
 - b. the **Insured** notify the Insurer as soon as practicable of an **incident** if it involves:
 - i. a demand against the **Insured** which exceeds 50% of any remaining applicable **underlying limit**;
 - ii. any **underlying insurance** reserve or monetary exposure exceeding \$500,000; or
 - iii. any of the following:
 - (a) brain damage, including but not limited to any neurological impairment of infants or adults and coma;
 - (b) spinal cord injury, including but not limited to paraplegia or quadriplegia;
 - (c) loss of any organ;
 - (d) severe disfigurement, including but not limited to burns and amputations; or
 - (e) death.
 - c. if a **claim** is made against any **Insured**, the **Named Insured**:
 - i. will immediately record the specifics of the **claim** and the date received and notify the Insurer of such **claim**;
 - ii. will immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
 - iii. will authorize the Insurer to obtain records and other information;
 - iv. will cooperate with the Insurer in the investigation or settlement of the **claim** or defense against the **suit**;

will assist the Insurer, upon its request, in the enforcement of any right against any person



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or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages or defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A – Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest

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Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

- A. suit; or



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B. written or oral demand for **damages** alleging injury to which this insurance applies.

Coverage territory means:

- A.** the United States of America (including its territories and possessions), Puerto Rico and Canada;
- B.** international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph **A.** above; or
- C.** all other parts of the world if the injury or damage arises out of:
 - 1. goods or products made or sold by the **Named Insured** in the territory described in paragraph **A.** above;
 - 2. the activities of a natural person whose home is in the territory described in paragraph **A.** above, but is away for a short time on the **Named Insured's** business; or
 - 3. an offense that take place through the Internet or similar electronic means of communication, provided that the **Insured's** responsibility to pay **damages** is determined in a **suit** on the merits, in the territory described in paragraph **A.** above or in a settlement the Insurer agrees to.

Covered accident means a sudden and unexpected event, which solely and independently of any other cause results in the **key employee's** death or **permanent disability** within one year after the date of the sudden event.

Crisis management event means an event that an **executive officer** reasonably believes has resulted or may result in significant adverse regional or national media coverage and a claim for:

- A. bodily injury, property damage** or any of the following **personal and advertising injury** offenses:
 - 1. false arrest, detention or imprisonment;
 - 2. malicious prosecution or abuse of process; or
 - 3. wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor; and
- B. damages** to which this insurance applies, that are in excess of any applicable:
 - 1. **underlying limits**; or
 - 2. **retained amount**.

Crisis management expenses means **crisis management public relations expenses** and **crisis management other expenses** provided however **crisis management expenses** do not include any of the following:

- A.** salary, wages, or benefits of the **Named Insured** or the **Named Insured's employees**;
- B.** loss of business income;
- C.** costs to acquire, repair or replace real or personal property; or
- D.** expense to hire a public adjuster or appraiser or any other claim adjustment expenses incurred by a **Named Insured**.

Crisis management public relations expenses means reasonable and necessary expenses incurred in connection with a **crisis management event** by the **Named Insured**:

- A.** to hire a **crisis management firm**;
- B.** to set up call centers or similar inquiry management system to manage inquiries from, or to directly contact, individuals or entities that may be directly impacted by such **crisis management event**;
to create and deliver notification letters to contact individuals or entities that may be directly impacted



CNA Paramount Excess and Umbrella Liability Policy

by the **crisis management event**; or

- D. other related miscellaneous expenses.

Crisis management other expenses means reasonable and necessary expenses incurred in connection with a **crisis management event** by the **Named Insured**:

- A. to pay medical expenses, funeral expenses, psychological counseling expenses, travel expenses, and temporary living expenses of a third party who incurs **bodily injury**, or a family member of such third party, by reason of such **crisis management event**;
- B. for travel expenses incurred by or on behalf of **Insureds** and at the direction of the **crisis management firm**;
- C. to secure the scene of a **crisis management event**; and
- D. other related miscellaneous expenses.

Crisis management firm means a public relations firm, law firm or crisis management firm approved by the Insurer to provide media management services and to respond to actual or anticipated adverse publicity arising out of a **crisis management event** or **covered accident**.

Damages means the amount an **Insured** is legally obligated to pay, either through:

- A. final adjudication of a **claim**; or
- B. through compromise or settlement of a **claim** with the Insurer's written consent or direction, because of covered **incidents**. In addition, **damages** includes the above-mentioned sums only after deducting all other recoveries and salvages.

However, **damages** does not include:

- 1. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule;
- 2. injunctive or declaratory relief;
- 3. any amount that is not insurable under any applicable law; or
- 4. plaintiff's attorney fees associated with any of the above.

Notwithstanding paragraph 3. above, **damages** shall include (subject always to this Policy's other terms, conditions and limitations) punitive and exemplary damages the enforceability of which shall be governed by such applicable law that most favors coverage for **damages**.

Defense costs mean:

- A. reasonable and necessary fees, costs, and expenses incurred by the Insurer or consented to by the Insurer and incurred by the **Named Insured** in the defense or appeal of a covered **suit** or in the investigation of any covered **claim**, and includes premium for appeal bonds arising out of a covered judgment, attachment bonds or similar bonds, but only for bond amounts up to the applicable limit of insurance. In addition, the Insurer will pay up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which **bodily injury** coverage applies. The Insurer has no obligation to provide such bonds.

- B. prejudgment interest awarded against an **Insured** on that part of a judgment covered by this policy. If the Insurer makes an offer to pay the applicable limit of insurance, the Insurer will not pay any prejudgment interest based on that period of time after the offer.

post judgment interest which accrues after entry of judgment, but before the Insurer has paid or offered to pay, or deposited in court that part of the judgment which is within the limit of insurance of this

- C. Policy. The amount of interest the Insurer pays will be in direct proportion to the amount of **damages**



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the Insurer pays in relation to the total amount of the judgment.

- D. all reasonable expenses incurred by a natural person **Insured** at the Insurer's request to assist the Insurer in the investigation or defense of the **claim**. This includes such **Insured's** actual loss of earnings up to \$750 per day, because of time off from work.
- E. all court costs taxed against the **Insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **Insured**.

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Employee includes **leased workers** or employees loaned to the **Insured**. **Temporary workers** are not **employees**.

Executive Officer means any natural person holding any of the following positions created by the **Named Insured's** charter, constitution, bylaws or any other similar governing document:

- A. director, officer, trustee or governor of a corporation;
- B. management committee member of a joint venture;
- C. partner of a partnership;
- D. manager of a limited liability company; and
- E. trustee of a trust.

An **executive officer** is not an **employee**.

First Named Insured means the person or organization first listed as a **Named Insured** in the Declarations of this Policy.

Fungi means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi. However, **fungi** does not include any fungi intended by the **Insured** for human consumption.

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Impaired property means tangible property, other than **your product** or **your work** that cannot be used or is less useful because:

- A. it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- B. the **Named Insured** has failed to fulfill the terms of a contract or agreement, if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work**; or the **Named Insured's** fulfilling the terms of the contract or agreement.

Incident means:

- A. with respect to **Coverage A - Excess Follow Form Liability**, a covered event as defined in applicable **underlying insurance**;
- B. solely with respect to **Coverage B - Umbrella Liability**:
 - 1. with respect to **bodily injury** and **property damage**, **incident** means an **occurrence**; or
- C. 2. with respect to **personal and advertising injury**, **incident** means an offense that gives rise to such **personal and advertising injury**.



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Insured means any person or organization set forth in the section entitled **WHO IS AN INSURED**.

Insured contract means:

- A. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with permission of the owner is not an **insured contract**;
- B. a sidetrack agreement;
- C. an easement or license agreement; except in connection with construction or demolition operations on or within 50 feet of a railroad;
- D. an obligation, as required by ordinance, to indemnify a municipality except in connection with work for a municipality;
- E. an elevator maintenance agreement; or
- F. the part of any other contract or agreement pertaining to its business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization, provided the **bodily injury** or **property damage** is caused, in whole or in part, by the **Named Insured** or by those acting on its behalf. However, such part of a contract or agreement shall only be considered an **insured contract** to the extent the **Named Insured's** assumption of the tort liability is permitted by law. "Tort liability" means liability that would be imposed by law in the absence of contracts or agreements. This paragraph F. does not include that part of a contract or agreement:
 - 1. that indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - 2. that indemnifies an architect, engineer or surveyor for **bodily injury** or **property damage** arising out of:
 - a preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b giving directions or instructions, or failing to give them, if that is the primary cause of the **bodily injury** or **property damage**;
 - 3 under which an **Insured**, if an architect, engineer or surveyor, assumes liability for **bodily injury** or **property damage** arising out of such **Insured's** rendering or failure to render professional services, including those listed in paragraph 2. above and supervisory, inspection, architectural or engineering activities; or
 - 4. that indemnifies a person or organization for damage by fire to premises rented to or loaned to an **Insured**.

Key employee means any of the following officer and employment positions:

- A. Chief Executive Officer;
- B. Chief Operating Officer;
- C. Chief Financial Officer;
- D. Corporate Secretary;
- E. Treasurer;
- F. Executive Vice President; and



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G. Risk Manager

Key employee also means anyone added as such by endorsement to the Policy.

Key employee replacement expenses means the actual and necessary expenses incurred by the **Named Insured**:

- A. to continue the performance of the **key employee's** normal job responsibilities, with comparable quality, while a permanent replacement for the **key employee** is being sought, appointed or hired, and trained.
- B. to find a qualified permanent replacement to fill the **key employee's** position:
 - 1. costs of advertising the employment position opening;
 - 2. travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
 - 3. miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the job applicants and legal expenses incurred to draw up employment contracts.
- C. to minimize the amount of **key employee replacement expenses**, but only to the extent the amount of **key employee replacement expenses** otherwise payable under paragraphs 1. and 2. above are reduced.
- D. to relocate the replacement employee to an area within a reasonable commute from their place of employment.
- E. to pay the following reasonable and necessary expenses incurred in connection with the death or permanent disability of any **key employee**:
 - 1. to hire a **crisis management firm**.
 - 2. to create and deliver notification letters to contact individuals or entities that may be directly impacted by the **key employee covered accident**; or
 - 3. other related miscellaneous expenses
- F. **Key employee replacement expenses** also include first year amounts of the replacement employee's:
 - 1. annual base starting salary;
 - 2. employee perquisite costs; and
 - 3. employee benefit costs;

in excess of the amounts which would have been incurred for the **key employee** if the **Named Insured** had not lost the services of the **key employee**. However, the Insurer will not pay more for these expenses than 10% of the amounts which would have been incurred for the **key employee**.

Key employee replacement expenses do not include the following:

- a. any expenses which would have been incurred by the **Named Insured** for the **key employee** if the **Named Insured** had not lost the services of the **key employee**;
- b. any **key employee replacement expenses** that are paid for by any **other insurance**;
- c. except as provided in paragraph F. above, salary, wages, or benefits of the **Named Insured**, the **Named Insured's employees**, the **Named Insured's** temporary workers or **volunteer workers**;
- d. costs to acquire, repair or replace real or personal property;
- e. the **Named Insured's** loss of business income;
- f. expenses incurred by or on behalf of the **Named Insured** to hire a public adjuster or appraiser or any other claim adjustment expenses incurred by the **Named Insured**; and



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- g. expenses incurred by or on behalf of the **Named Insured** due to **bodily injury, property damage, or personal and advertising injury**.

Leased worker means a person leased to the **Named Insured** by a labor leasing firm under an agreement between the **Named Insured** and such labor leasing firm, to perform duties related to the conduct of the **Named Insured's** business. **Leased worker** does not include a **temporary worker**.

Loading or unloading means the handling of property:

- A. after it is moved from the place where it is accepted for movement into or onto an **aircraft, watercraft or auto**;
- B. while it is in or on an **aircraft, watercraft or auto**; or
- C. while it is being moved from an **aircraft, watercraft or auto** to the place where it is finally delivered.

However, **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **aircraft, watercraft or auto**.

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on or next to premises the **Named Insured** owns or rents;
- C. vehicles that travel on crawler treads;
- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1. power cranes, shovels, loaders, diggers or drills; or
 - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in **A., B., C. or D.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in **A., B., C. or D.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
 - 1. equipment designed primarily for:
 - a. snow removal;
 - b. road maintenance, but not construction or resurfacing; or
 - c. street cleaning;
 - 2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - 3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are



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considered **autos**.

Named Insured means the persons or organizations named as such in the Declarations of this Policy.

Nuclear facility means:

- A. any **nuclear reactor**;
- B. any equipment or device designed or used for:
 - 1. separating the isotopes of uranium or plutonium;
 - 2. processing or utilizing **spent fuel**; or
 - 3. handling, processing or packaging **nuclear waste**;
- C. any equipment or device used for the processing, fabricating or alloying of special **nuclear material** if at any time the total amount of such material in the custody of any **Insured** at the premises where such equipment is located consists of or contains more than:
 - 1. 25 grams of plutonium or uranium 233 or any combination thereof; or
 - 2. 250 grams of uranium 235; and
- D. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear material means source material, special nuclear material, or by-product material as these terms are defined in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Nuclear reactor means an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Nuclear Waste means waste material:

- A. containing by-product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from ore processed primarily for its source material (as defined in the Atomic Energy Act of 1954 or in any law amendatory thereof) content; and
- B. resulting from the operation by any person or organization, of a **nuclear facility** included within paragraphs A. and B. of the definition of **nuclear facility**.

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Other insurance means any:

- A. valid and collectible policy of insurance;
- B. self insurance; or
- C. indemnity agreement by which an **Insured** arranges for funding or transferring its liabilities

that provides coverage that this Policy also provides. **Other insurance** does not include **underlying insurance** or any policy that was bought specifically to apply in excess of the limits of insurance shown in the Declarations of this Policy.

Other organic pathogens means any organic irritant or contaminant other than **fungi**, including but not limited to bacteria, microbes and viruses (whether or not a microorganism), that cause infection and disease.

Other organic pathogens includes any spores, mycotoxins, odors, variants, mutations, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of such

Form No: CNA75504XX (03-2015)

Policy Page: 29 of 32

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7063394180

Policy Effective Date: 10/23/2024

Policy Page: 48 of 68



CNA Paramount Excess and Umbrella Liability Policy

pathogens, and any colony or group of the foregoing.

However, **other organic pathogens** does not mean pathogens that were transmitted directly from person to person.

Permanent disability means permanent physical inability, or mental inability due to a permanent physical inability, of the **key employee** to perform the normal duties of the applicable position for which the individual qualifies as a **key employee**.

Personal and advertising injury means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- A. false arrest, detention or imprisonment;
- B. malicious prosecution or abuse of process;
- C. wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
- D. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- E. oral or written publication, in any manner, of material that violates a person's right of privacy;
- F. the use of another's advertising idea in the **Named Insured's advertisement**; or
- G. infringing upon another's copyright, trade dress or slogan in the **Named Insured's advertisement**.

Policy period means the time from 12.01 A.M. on the effective date of this Policy as set forth in the Declarations of this Policy to the earlier of 12.01 A.M. of the expiration, termination or cancellation date of this Policy.

Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes medical waste and materials to be recycled, reconditioned or reclaimed.

Products-completed operations hazard means **bodily injury** or **property damage** occurring away from premises the **Named Insured** owns or rents and arising out of **your product** or **your work** except:

- A. products that are still in the **Named Insured's** physical possession; or
- B. work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 1. when all of the work called for in the **Named Insured's** contract has been completed;
 2. when all of the work to be done at the job site has been completed if the **Named Insured's** contract calls for work at more than one job site; or
 3. when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

However, **products-completed operations hazard** does not include **bodily injury** or **property damage** arising out of:

- A. the transportation of property, unless **bodily injury** or **property damage** arises out of a condition in or on a vehicle not owned or operated by the **Named Insured**, and that condition was created by the **loading or unloading** of that vehicle by any **Insured**;
- B. the existence of tools, uninstalled equipment or abandoned or unused materials; or



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- C. products or operations for which the **underlying insurer** states that products-completed operations are subject to the General Aggregate Limit.

Property damage means:

- A. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- B. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **incident** that caused it.

However, **electronic data** is not tangible property.

Retained amount means the self insured retention as set forth on the Declarations of this Policy or the amount payable by **other insurance**, whichever is greater.

Silica means the chemical compound silicon dioxide (SiO₂) in any form, including dust which contains silicon dioxide.

Spouse means any husband, wife or partner in a marriage or civil union or any person qualifying as a domestic partner under any federal, state or local laws or under the **Named Insured's** employee benefit plans or employee benefits program.

Sub limit means a limit that is lower than the **underlying limits**.

Suit means a civil proceeding in which **damages** because of injury or damage to which this insurance applies are alleged, including:

- A. an **arbitration proceeding** alleging such **damages**; or
- B. any other alternative dispute resolution proceeding in which such **damages** are claimed and to which the **Insured** submits with the Insurer's consent.

Temporary worker means a worker who is furnished to the **Named Insured** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

Underlying insurance means policies of insurance listed in the Schedule of **Underlying Insurance** including renewal or replacement of such insurance which is neither more restrictive nor more broad than that listed in the aforementioned Schedule of **Underlying Insurance**.

Underlying insurer means the insurer providing the **underlying insurance**. It does not include any insurer whose policies were purchased specifically to be in excess of this policy.

Underlying limits means the limits of insurance as set forth in the Schedule of **Underlying Insurance**.

Volunteer worker means a person who is not an **employee** and who donates his or her work and acts at the direction of or within the scope of duties determined by the **Named Insured** and is not paid a fee, salary or other compensation by the **Named Insured** or anyone else for their work performed for the **Insured**.

Your product means:

- A. means:
 - 1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. the **Named Insured**;
 - b. others trading under the **Named Insured's** name; or
 - c. a person or organization whose business or assets the **Named Insured** has acquired; and
 - 2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.



**CNA Paramount Excess and Umbrella Liability
Policy**

B. includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
2. The providing of or failure to provide warnings or instructions.

C. does not include vending machines or other property rented to or located for the use of others but not sold.

Your work:

A. means:

1. work or operations performed by the **Named Insured** or on its behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

B. Includes:

1. warranties or representations made with respect to the fitness, quality, durability, performance or use of **your work**, and
2. the providing of or failure to provide warnings or instructions.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by the Insurer's Chairman and Secretary, but this Policy shall not be binding upon the Insurer unless completed by the attachment of the Declarations of this Policy and signed by the Insurer's duly authorized representative if required.

A handwritten signature in black ink, appearing to be "J. M. [unclear]".

Chairman of the Board

A handwritten signature in black ink, appearing to be "S. B. [unclear]".

Secretary



CNA Paramount Excess and Umbrella Liability
Policyholder Notice

POLICY HOLDER NOTICE - COUNTRYWIDE

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

Form No: CNA75014XX (01-2015)

Policyholder Notice Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: 7063394180

Policy Effective Date: 10/23/24

Policy Page:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION PROVIDED BY THE COMPANY

This endorsement changes the following:

Professional Liability Terms and Conditions

PROVISIONS:

If the Company cancels this policy for any statutorily permitted reason other than nonpayment of premium, the Company will mail or deliver notice of cancellation to the Person or Entity shown in the Notice Schedule below. The Company will mail or deliver such notice to the address provided by the **Named Insured** at least the number of days shown for cancellation in such Notice Schedule before the effective date of cancellation.

Notice Schedule

Number of Days Notice of Cancellation: 30

Person or Entity:

Any person or entity to whom the **Named Insured** has agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. the **Named Insured** sends the Company a written request to provide such notice, including the name and address of such person or entity, after the **Named Insured** receives notice from us of the cancellation of this policy; and
2. The Company receives such written request no later than 10 days after the **Named Insured** receives the notice of cancellation.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number: 107930947



City Council Regular Meeting Staff Report

C. Discussion/Action to approve a contract under the Master Professional Services Agreement with Freese and Nichols, Inc., for an update to the City's Water, Wastewater, Roadway, and Drainage Impact Fees and authorize the City Manager to execute the Agreement in the amount of Three Hundred Eighteen Thousand Two Hundred Forty-Five dollars (\$318,245.00). (Mr. Parsons/Mr. Gomez)

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Discussion/Action Item: 12C.
From	
Jacob Parsons, Assistant Director Public Works	

PRIOR CITY COUNCIL ACTION:

The City Council has adopted the current Impact Fee Program Update, provided by Freese and Nichols in 2020 and was adopted in 2021.

BACKGROUND:

Adopting current impact fees is crucial for a city's sustainable growth and development. Impact fees are charges levied on developers to fund the infrastructure needed to support new development, such as roads, parks, and utilities. By ensuring these fees are up-to-date, a city can effectively manage the demands placed on its infrastructure and services by new developments. Since the adoption of impact fees in September 2021, the City has successfully negotiated a Comprehensive Settlement Agreement with Green Valley Special Utility District (GVSUD) in 2024, which will expand the City's wastewater service area by about 5 square miles, and adopted an updated Comprehensive Plan in September 2024, including a revised Future Land Use Map (FLUM) and Master Thoroughfare Plan (MTP). Therefore, it is imperative to update the City's impact fees to ensure fees in place reflect current conditions and up-to-date costs for all infrastructure. Additionally, impact fees provide a predictable and transparent funding mechanism that supports long-term planning and investment in essential public infrastructure, fostering a healthy and thriving community.

The update to the City's impact fees will be done concurrent with Freese and Nichols completing the Cibolo South Sanitary Sewer Master Plan.

An update to the City's impact fees in 2025 will ensure that the cost of growth is equitably distributed among all stakeholders and help maintain the quality of life for existing residents and businesses.

We are also required by law to update our impact fees at a minimum of every five years according to Sec. 395.052. PERIODIC UPDATE OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN REQUIRED. (a) A political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

The City's consultant expects the update to the impact fees to take not more than 12 months.

STAFF RECOMMENDATION:

Staff recommends executing a work order with Freese and Nichols to Update our Impact Fee Program.

FINANCIAL IMPACT:

The total cost to update the City's impact fees is \$318,245. This will be paid for from the corresponding impact fee funds as shown below.

Water Impact Fee	\$72,498
Wastewater Impact Fee	\$79,831
Roadway Impact Fee	\$123,270
Drainage Impact Fee	\$27,418
Additional Service: Drainage Detailed Credit Analysis	\$15,228
Total	\$318,245

A budget amendment will be processed to reflect this cost in the appropriate funds.

MOTION(S):

Motion to authorize the City Manager to execute a task order for Freese and Nichols to review and provide recommendations on impact fee updates for the City of Cibola to adopt.

Attachments

[Impact Fee Work Order - signed.pdf](#)

[CONTRACT 23-160-09-C CITY ENGINEER SERVICES AND ON-CALL CIVIL ENGINEERING SERVICES \(003\).pdf](#)

ATTACHMENT B

This Work Order is issued subject to, is governed by and incorporates by reference that certain Master Professional Services Agreement, Contract No. 23-160-09-C, between the City and Consultant effective August 1, 2023.

Work Order Date: January 14, 2025

CONSULTANT: Freese and Nichols, Inc.

Consultant Project Manager: Jessica Vassar, P.E.

City Point of Contact: Jacob Parsons C.W.P.

Type of Compensation: Lump Sum

Compensation: Basic Services: \$303,017 Additional Services: \$15,228 Total: \$318,245

Description of Services: Water, Wastewater, Roadway, and Drainage Impact Fee Update

Deliverables: See Attached.

Schedule Requirements:

Commence Services: January 14, 2025

Completion of Services: January 14, 2026

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

CITY:

CONSULTANT:

CITY OF CIBOLO

Freese and Nichols, Inc.

By: _____

Name: _____

Title: _____

By:  _____

Name: Stephanie Neises

Title: Principal

Scope of Services
Cibolo Impact Fee Program Update
Water, Wastewater, Roadway, and Drainage

Project Understanding

Consistent with the requirements prescribed in Chapter 395 of the Texas Local Government Codes, the City of Cibolo, Texas is seeking to update the Impact Fee Program consisting of water, wastewater, roadway, and drainage impact fees. The program shall be updated with amendment of services areas, conducting an existing conditions analysis, determining the growth for a 10-year planning period (2025-2035) through the development of land use assumptions, developing an impact fee capital improvements program and its associated costs, defining a service unit equivalency table, and calculating the maximum fee per service unit attributable to growth for each of the impact fee components. The study will be coordinated through a City appointed Capital Improvements Advisory Committee (CIAC) and culminate with a public hearing process led by the Cibolo City Council.

Task A: Kickoff Meeting, Data Collection, and Land Use Assumptions

- A1. Kickoff Meeting: FNI will conduct a kickoff meeting with the City to discuss the scope of work and schedule. A data request memorandum will be presented and discussed.
- A2. Data Collection: FNI will assemble available roadway, water, wastewater, and drainage inventory, construction cost data and traffic count data available from the City. This data will be reviewed and a list of additional data needs that are relevant to the study will be prepared and submitted to the City. Traffic volume data will be collected at up to twenty-five (25) locations throughout the City. Data to be collected includes the PM peak hour directional volumes. The City will provide data other recently collected (within the last two years) locations. Other recently collected traffic data or study information will be used to supplement this effort. Estimates of other critical roadways throughout the City will be developed from volume data collected. FNI will assist the City in identifying locations for traffic data collection. FNI will also review Land Use Assumptions, Capital Improvements Plan, Fee Schedules, Impact Fee Report, and City Resolutions and Ordinances.
- A3. Develop Land Use Assumptions: FNI will develop employment and population projections for the 10-year planning period (2025-2035). Data sources for these land use assumptions include City planning data, City GIS data, U.S. Census, AAMPO, and the Comprehensive Plan. FNI will spatially allocate population and employment projections throughout the City using available projection data.
- A4. Update Service Area Structure: Based on updated information on Cibolo extra-territorial jurisdiction (ETJ), City Limits, or CCN, FNI will update the water, wastewater, roadway, and drainage service area structure. Two wastewater services areas will be defined. Any amendment to service areas will comport with legislative mandate per Ch. 395, Texas Local Government Code. All subsequent analyses will be based on the updated service area structure.

Amendments to the roadway service area structure will also consider the extra-territorial jurisdiction so that as areas are incorporated into the city, they will follow a logical pattern of an ultimate zonal structure for roads.

- A5. Documentation: Prepared data for land use assumptions will be presented to the CIAC for comment as well as incorporated into final report documentation. Documentation will include methodological approach, analyses, and mapping for each infrastructure component. Documentation will include base year (2025) and projected 10-year (2035) growth for roadway, water, wastewater, and drainage service areas. This data will support capital improvements programming.

Task B: Water and Wastewater Impact Fee Analysis and Update

- B1. Review Historical Water Demands and Wastewater Flows: FNI will obtain and evaluate historical water usage and wastewater flow data to develop trends and calculate peaking factors. In addition to recent master planning data, the historical data will be used to determine expected per-capita loads for future projections.
- B2. Develop and Distribute Water Demand Projections: FNI will develop water demand projections for 10-year conditions using the future land use assumptions and selected design criteria. Demands will be calculated by pressure zone. FNI will distribute water demands throughout the service area based on the existing and future population distribution.
- B3. Develop and Distribute Wastewater Flow Projections: FNI will develop wastewater flow projections for 10-year conditions using the future land use assumptions and selected design criteria. Flows will be calculated by sub-basin. FNI will distribute wastewater flows throughout the service area based on the existing and future population distribution.
- B4. Evaluate Pumping and Storage Capacity: FNI will evaluate existing and future pumping capacity with regards to TCEQ requirements and general industry recommendations. Ground and elevated storage will also be evaluated.
- B5. Identify Water and Wastewater System Improvements: FNI will utilize data from the City and input from City staff to identify water and wastewater system improvements required to support growth for 10-year growth. The ongoing South Sanitary Sewer Master Plan will also be utilized to identify improvements.
- B6. Identify Existing Projects Eligible for Impact Fee Cost Recovery: FNI will review recently completed water and wastewater improvements and determine which projects are eligible for future cost recovery from growth.
- B7. Develop Water and Wastewater Impact Fee CIP: FNI will develop an impact fee CIP based on the improvements recommended. Impact fee eligible improvements are intended to serve growth within the next 10 years. Maps will be prepared showing the proposed water and wastewater capital improvement plan projects included in the impact fee calculation. FNI will also provide updated cost estimates for each project on the proposed CIP.
- B8. Conduct Water and Wastewater Impact Fee Capacity Analysis for Existing and Proposed Projects: FNI will analyze existing and proposed water and wastewater improvements for eligible capacity for impact fee cost recovery for 10-year projected growth.

- B9. Calculate Project Costs Eligible for Impact Fee Cost Recovery: FNI will utilize the capacity analysis and capital project costs to calculate the percentage of project cost eligible for impact fee cost recovery.
- B10. Develop Service Unit Equivalents (SUEs) for Water and Wastewater Systems: FNI will utilize equivalent capacity of water meters to establish the service unit equivalents (SUEs) required in Chapter 395 of the Local Government Code for both existing and 10-year growth conditions.

Task C: Roadway Impact Fee Analysis and Update

- C1. Inventory of Existing Roadways: FNI will prepare an inventory of existing roadways for each of the service areas. The existing inventory will contain the following information of collector and arterial status roadways by service area:
- Roadway segment name
 - Roadway segment limits
 - Length (in miles)
 - Number of lanes
 - Type (divided, undivided, minor arterial, major arterial, etc.)
 - Existing traffic volume (by direction during the peak hour)
 - Capacity supplied
 - Existing deficiencies (in any)
- C2. Projected Roadway Demand: The service unit equivalency table developed in supplemented with data from the land use assumptions will serve as the basis for determination of the number of new trips that will be generated within over the 10-year planning period. 10-year demands will be generated by roadway service area.
- C3. Roadway Impact Fee Capital Improvement Plan (IFCIP): FNI will review the current roadway impact fee program for definition of project retention as part of the program update. Roadway traffic data collected in Task A will be used to determine excess capacity for previously identified projects. Projects with no excess capacity will be recommended for removal from the impact fee program. City Staff will also assist to define IFCIP projects completed since the previous program update.

Based on 10-year demands, FNI will define projects for addition to the IFCIP. Newly identified projects will be defined by proposed project limits and design characteristics. Cost estimates for IFCIP additions will be developed including construction, engineering, right-of-way, and debt service. The city will provide historic unit cost data by roadway facility type at the outset of CIP costing process. The city will also provide cost data for projects identified for system recoupment. The following information will be developed:

- Roadway segment name
- Proposed project limits
- Number of lanes
- Length
- Project cost

One (1) capital improvement plan scenario is included as part of this scope. Revisions or additional scenarios will be at additional cost.

- C4. City Staff Meeting: Meet with City Staff to discuss forecasted demand by service area and potential CIP projects to address growth needs. Based on staff comment, amend impact fee CIP projects for comment by CIAC.
- C5. Preparation of Roadway Project Database: FNI will utilize the information contained in the Capital Improvement Program to develop a roadway projects database for the impact fee and proportionality systems. This database will include for each service area the following information:
- Roadway segment name
 - Roadway segment limits
 - Number of lanes
 - Length
 - Type
 - Cost
 - Number of vehicle-miles of capacity supplied
- C6. Calculation of Maximum Cost per Service Unit: Based on the information develop in previous tasks, the maximum cost per service unit will be calculated for each service area of the roadway impact fee system.
- C7. Development of Land Use Equivalency Table: FNI will prepare a listing of specific land use type (based on ITE land use categories) and develop a recommended service unit generation rate for each land use. The service unit generation rate will be based on the number of primary trips generated by the land use during the peak hour, and the average trip length of each trip. Trip generation data will be based on published statistics contained in the ITE *Trip Generation Manual*, 11th Edition. Trip length data from the National Household Travel Survey (NHTS), travel statistics from the AAMPO regional travel demand model, or data from the Census Bureau will be used to serve as a basis for derived lengths for individual land uses.

Task D: Drainage Impact Fee Report Analysis and Update

- D1. Update Service Area CIP Costs: FNI will update capital improvement cost projections for each drainage service area project identified based on projects identified in the City SWMP.
- D2. Update Existing and Fully Developed Drainage Discharges: Based on available information developed in the 2016 SWMP and contained in accompanying hydrologic and hydraulic models to be provided by the City, FNI will update the existing conditions drainage discharges and projected fully developed drainage discharges for each drainage service area.
- D3. Evaluate Level of Service Needs in Each Service Area: FNI will evaluate CIP projects developed as part of the SWMP and approximate the proportion of project costs to improve the system to meet current City drainage service standards for fully developed conditions.
- D4. Meet with City to Review Drainage Impact Fee Related Capital Improvement Plans: FNI will meet with City to review drainage capital improvement plans and costs.

- D5. Revise and Finalize Drainage Impact Fee CIPs: FNI will incorporate the City's comments and finalize CIPs. FNI will prepare full size drainage CIP exhibits showing future drainage projects eligible for impact fee cost recovery over the 10-year planning period.
- D6. Calculate Drainage Costs Eligible for Impact Fee Cost Recovery: FNI will utilize project costs of drainage improvements and percent utilization of improvements to support growth over a 10-year period to calculate drainage costs to be applied for impact fee analysis.
- D7. Develop Service Unit Equivalents (SUEs) for Drainage Systems: FNI will utilize area and approximate percent imperviousness for the varying zoning to establish the service unit equivalents (SUEs) required in Chapter 395 of the Local Government Code for both existing and fully developed growth conditions for drainage.
- D8. Calculate Maximum Allowable Drainage Impact Fees without Credit Calculations: FNI will develop maximum allowable drainage impact fees using existing and proposed capital improvement costs to support fully developed conditions based on projected increase in SUE's over a 10-year period.

Task E: Impact Fee Report Development and Meeting Attendance

- E1. Develop Impact Fee Report: FNI will prepare and provide one (1) electronic PDF copy of the draft Roadway, Water, Wastewater, and Drainage Impact Fee Report documenting program analyses and impact fee calculations. The report will include a summary of growth projections, proposed system improvements, and maximum allowable cost per service unit calculations for each infrastructure component. Based on comments by City Staff, FNI will finalize and provide one (1) electronic PDF copy and one (1) sealed hardcopy of the final report to the City. The Final Report shall be sealed by a licensed engineer from the State of Texas.
- E2. Meet with the City Staff: FNI will meet with the City Staff three (3) times during the study. Preliminary meeting purposes include review of review of land use assumptions; identification of draft CIP projects; and draft impact fee calculations and report. Monthly teams progress meetings with staff will also be held throughout the duration of the project.
- E3. Attend Project Meetings: Meetings with City Staff, CIAC, and the City Council will be held at critical project milestones to present data and obtain project feedback. Attendance at meetings during the public hearing process will also be provided to support methodologies, findings, and recommendations of the system update. In addition to meetings with City Staff, the following meetings are programmed as part of this scope: four (4) Advisory Committee meetings, and four (4) meetings with City Council.
- E4. Impact Fee Benchmarking: FNI will develop comparison tables of impact fees of the City with area peer cities for use by the City in considering collection rates. City Staff and/or the CIAC will identify up to eight (8) area cities for the comparison. Up to three land uses for fee comparisons will be prepared (i.e., single-family residential, commercial/retail and office). FNI will prepare excel based charts depicting sample land uses.
- E5. Impact Fee Ordinance Support: The City will lead in the development of the impact fee ordinance. FNI will assist the City by in the preparation of an impact fee ordinance through provision of

examples from other Texas cities. FNI will be available at the public hearings to support the City legal staff in answering questions on the impact ordinance.

- E6. Impact Fee Spreadsheet and Training: FNI will develop an impact fee calculation spreadsheet to include information from the City's two most recent impact fee ordinances. FNI will also hold training for staff to review the tool.

Task F: Water, Wastewater, and Roadway Detailed Credit Calculation

Impact fee legislation dictates that a plan for awarding a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period be developed. In the alternative, a credit equal to 50% of the total projected cost of implementing the capital improvements plan may be given. To determine the appropriate credit due for facility improvements, an analysis of city financial reports will be conducted. The results of this analysis will be an impact fee (cost per service unit) that considers this credit. The following tasks will be performed as part of this effort.

- F1. Data Collection: Meet with the City/Finance Department to discuss methodological approach and associated data needs for the analysis. Data to be obtained, at a minimum, includes the most recent adopted budget and the audited annual financial reports. No auditing will be conducted, and the credit analysis will rely on the City for the accuracy of information provided.
- F2. Review Impact Fee Capital Improvements Plan: Review the water, wastewater, and roadway impact fee capital improvements plan for cost of proposed improvements, capacity provided, and percent of CIP attributable to growth over the 10-year planning window.
- F3. Perform Credit Analysis: Perform an analysis to determine the credit based on the portion of ad valorem tax generated by the new development during the program period and long-term bond debt service related to the growth-related CIP projects. The credit will be applied to the cost of the impact fee CIP needed over the 10-year planning period. The analysis will be conducted on a service area basis.
- F4. Prepare Documentation and Present to City: Summary documentation including methodology, associated calculations and credit results will be prepared and submitted to the City for review comment. A meeting to present the results and findings of the analysis will be held with the City. Final documentation will be incorporated into the final impact fee program update report.

Additional Service- Task G: Drainage Detailed Credit Analysis

- G1. Review Impact Fee Capital Improvements Plan: Review the drainage impact fee capital improvements plan for cost of proposed improvements, capacity provided, and percent of CIP attributable to growth over the 10-year planning window.
- G2. Perform Credit Analysis: Perform an analysis to determine the credit based on the portion of ad valorem tax generated by the new development during the program period and long-term bond debt service related to the growth-related CIP projects. The credit will be applied to the cost of the

impact fee CIP needed over the 10-year planning period. The analysis will be conducted on a service area basis.

- G3. Prepare Documentation and Present to City: Summary documentation including methodology, associated calculations and credit results will be prepared and submitted to the City for review comment. A meeting to present the results and findings of the analysis will be held with the City. Final documentation will be incorporated into the final impact fee program update report.

Schedule:

Project will be complete within 12 months of notice to proceed.

Fee Summary

Task	Effort
Task A: Kickoff Meeting, Data Collection, and Land Use Assumptions	\$37,249
Task B: Water and Wastewater Impact Fee Analysis and Update	\$48,716
Task C: Roadway Impact Fee Analysis and Update	\$41,489
Task D: Drainage Impact Fee Analysis	\$25,687
Task E: Impact Fee Report Development and Meeting Attendance	\$103,407
Task F: Water, Wastewater, and Roadway Detailed Credit Analysis	\$46,469
Basic Services Total	\$303,017
Additional Service Task G: Drainage Detailed Credit Analysis	\$15,228
Total	\$318,245



City of Cibolo
200 South Main Street
Cibolo, Texas 78108

**STANDARD FORM OF AGREEMENT
MASTER PROFESSIONAL SERVICES**

**CITY ENGINEER SERVICES AND ON-CALL CIVIL
ENGINEERING SERVICES**

CONTRACT # 23-160-09-C

**MASTER PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 23-160-09-C**

This Contract is between the **City of Cibolo**, a Texas home-rule municipal corporation, (the “City”) and **Freese & Nichols, Inc.** (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

City and Consultant are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

The Parties hereby agree as follows:

**ARTICLE 1
SCOPE OF SERVICES**

1.1 Consultant agrees to perform professional services (the “Services”) related to _ **City Engineer Services and On-Call Civil Engineering Services** _ as are requested from time to time by City, which Services shall be set forth more particularly in Work Orders, the form of which is attached hereto as **Attachment B**, issued from time to time by City and accepted by Consultant. Each Work Order shall constitute a separate and independent agreement between Consultant and City.

1.2 Work Orders shall contain the schedule, price, and payment terms applicable to the Services within the scope of such orders. Time is of the essence to this Agreement and all Work Orders. Work Orders shall become effective when an acknowledged copy thereof is signed by a duly authorized officer of Consultant, returned to City and countersigned by City. The specific terms of a Work Order may not be modified unless such modifications are agreed to in writing by City and Consultant. The Consultant shall review the Work Order, prepare a cost estimate to complete the Scope of Work, agree to an estimated schedule for performance, and return the Work Order for City’s authorization. City Manager may also issue oral Work Orders to which Consultant will respond with a written proposal. Upon receipt of City’s written acceptance. The Consultant shall commence the Work as detailed on the Work Order.

1.3 All Work Orders incorporate and shall be governed by and subject to the terms, conditions, and other provisions of this Agreement; provided, however, that a Work Order may specifically state a term, condition, or other provision of this Agreement that is being modified thereby. Unless so stated, the terms, conditions, or other provisions contained in any Work Order or any proposal attached to or incorporated into a Work Order that conflict with any terms, conditions, or other provisions of this Agreement shall have no effect and shall be deemed stricken and severed from such Work Orders, and the balance of the terms, conditions, and other provisions contained in such Work Orders shall remain in full force and effect. Modifications of the terms, conditions, or other provisions of this Agreement with respect to a particular Work

Order shall not modify the terms, conditions or other provisions of this Agreement with respect to any other Work Order.

1.4 Nothing herein shall obligate City to issue, or Consultant to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement shall prohibit the Parties, or either of them, from entering into agreements other than this Agreement for professional services or other work.

1.5 Consultant agrees to execute any and all certificates and/or documents as may reasonably be required by City, provided same is not in conflict with this Contract, unless excepted by Consultant in writing.

1.6 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's Services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Contract. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement. Consultant shall designate a full-time employee contact for each Work Order to act as the project manager (the "Consultant Project Manager") issued by and under this Contract for consultation throughout the Work Order. Any replacement of that Consultant Project Manager shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

1.7 Consultant shall be responsible for the coordination of its Services with those of its Subconsultant, the City, and the City's Consultants. Consultant shall be responsible for the completeness and accuracy of all Work Product submitted by or through Consultant and for its compliance with all applicable local, state and federal rules, regulations, ordinances and codes, life safety codes, building codes, zoning codes, and accessibility requirements and codes, including, but not limited to the provisions of the Americans with Disabilities Act, the *Texas Accessibility Standards of the Architectural Barriers Act* located at Chapter 469 of the Texas Government Code, the Federal Fair Housing Amendment Act, and all other regulatory requirements, laws, standards, codes and statutes related to the Services. Upon receipt from the City, the Consultant shall review any services or information furnished by the City and the City's Consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

ARTICLE 2

TERM OF AGREEMENT

2.1 This Agreement shall be effective from the date first set forth above and shall continue without action by either Party for a term of three (3) years from the date first set forth above or through completion of the Work for all approved Work Order(s), with an option to renew for one (1) two-year period unless terminated earlier in writing in accordance with Article 12.

2.2 Notwithstanding the foregoing Paragraph 2.1, this Agreement shall apply to and remain in effect for Work Orders issued and accepted during the term of this Agreement until such time as Consultant's obligations in connection with the Services under such Work Orders have been completed and fulfilled; provided however, that, pursuant to Article 12, either Party shall have the right to terminate any Work Order for cause and City shall have the right to terminate any Work Order for convenience.

2.3 Without limiting the generality of the foregoing Paragraph 2.2, Consultant's obligations under Articles 5, 6, 8, 9, 10, 11, 18, 19 and 20 shall survive the expiration of termination of this Agreement or any Work Order.

ARTICLE 3

COMPENSATION AND PAYMENT

3.1 City agrees to pay Consultant, and Consultant agrees to accept, as full and complete compensation for Services properly performed by Consultant in accordance with this Agreement and applicable Work Order, the rates and charges agreed upon for a specific Work Order. Paragraphs A.1 or A.2 of **Attachment A**, which is attached hereto and incorporated herein by reference, shall be used to negotiate the compensation payable for each Work Order issued hereunder.

3.2 On or before the tenth day of each calendar month, Consultant shall submit an invoice to City, together with backup documentation required by City and releases and waivers in forms acceptable to City, covering all Services performed under any Work Order by Consultant and its subconsultants, subcontractors and suppliers during the preceding calendar month. Consultant shall separately itemize on each invoice: (i) each Work Order for which payment is sought, (ii) the amount budgeted for each such Work Order, (iii) the amount of payment requested pursuant to each such Work Order, (iv) the amount previously paid pursuant to each such Work Order, (v) descriptions of Services performed during the prior month pursuant to each such Work Order, and (vi) the total payment requested by such invoice. Pursuant to The Texas Prompt Pay Act (Texas Government Code 2251.021) payments terms are NET thirty (30) days from date of invoice. If City objects to all or any portion of an invoice, it will notify Consultant of the same within twenty one (21) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the Parties shall make every effort to settle the disputed portion of the invoice. Interests and Consultant's right to suspend performance will be governed by Texas Prompt Pay Act.

3.3 City shall have the right but not the obligation to withhold all or any part of payment requested in any invoice to protect City from loss or expected loss because of:

- (a) services that are not in compliance with this Agreement or the applicable Work Order or any failure of Consultant to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;
- (b) third party suits, stop notices, claims or liens arising out of Services performed for which Consultant is responsible pursuant to this Agreement and asserted or filed against City or any of its property or portion thereof or improvements thereon provided that Consultant fails to provide City with sufficient evidence that Consultant's insurance is adequate or shall cover the claim(s);
- (c) uninsured damage to any Indemnatee (hereinafter defined) which results from Consultant's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by Consultant or any of its subcontractors, subconsultants, or suppliers which excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance; or
- (d) any failure of Consultant to pay any subcontractor, subconsultant, or supplier of Consultant the correct, undisputed, and contractually obligated amount for acceptable services received and for acceptable supplies received. Consultant will not include in its billings to City any amount in a subcontractor or supplier invoice which it has not paid or does not intend to pay within the terms and conditions of the applicable subcontract agreement or supplier purchase order.

Any failure by City to exercise its right to withhold all or any part of payment requested in any invoice as provided in this Paragraph 3.3 shall not be and shall not be construed as (i) a waiver of City's right to do so in the future, or (ii) evidence that any of the circumstances identified in Subparagraphs 3.3(a) through (d) above have not occurred.

3.4 Consultant agrees to pay in full (less any applicable retainage) as soon as reasonably practicable, but in no event later than thirty (30) days following payment from City, all subcontractors, subconsultants, and any other persons or entities supplying labor, supplies, materials, or equipment in connection with Services that are owed payment by Consultant out of such payment made to Consultant by City. Provided that City is not in breach of its payment obligations hereunder, Consultant shall ensure that the Project site remains free from all liens and claims by its consultants. If City receives notice of a lien claim, or a claim for non-payment, from any of Subconsultants, City may, in its sole discretion, directly pay any such Subconsultant. If City pays the Subconsultant, the amount paid for the claim and any expenses, including reasonable attorneys' fees, incurred by City shall be deducted from Consultant's next payment. Further, provided that City has paid Consultant in accordance with the terms of this Agreement

and any particular Work Order, CONSULTANT SHALL DEFEND AND INDEMNIFY CITY FROM AND AGAINST ANY CLAIMS FOR PAYMENT ASSERTED OR FILED BY ANY SUCH PERSON OR ENTITY AGAINST CITY, ITS PROJECT OR PROPERTY OR CONSULTANT.

ARTICLE 4
STANDARD OF CARE; COORDINATION OF SERVICES; SAFETY; COST ESTIMATES; LEGAL COMPLIANCE; THIRD PARTY REVIEW

4.1 Pursuant to Texas Local Government Code §271.904(d), Consultant shall perform, supervise and direct the Services, and otherwise discharge its obligations under this Agreement and any Work Order: (a) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and (b) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineers (collectively, the Consultant's "Standard of Care").

4.2 Consistent with its Standard of Care, Consultant shall (a) perform its Services in accordance with all applicable laws, codes, ordinances and regulations; (b) perform its Services in an efficient manner; and (c) keep City apprised of the status of Services, coordinate its activities with City, and accommodate other activities of City at sites that Services impact. Consultant shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

4.3 Consultant shall be responsible for its own activities at sites including the safety of its employees, and that of its subconsultants, subcontractors and suppliers but shall not assume control of or responsibility for the site. The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while performing Services. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons. Provided however, that to the extent such Work Order or Services are to be performed for or on an active construction project, construction contractors of City shall have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all persons, and for taking all appropriate steps to ensure the quality of their work and the safety of their employees and of the public in connection with their performance of work or services provided under contracts with City. Without assuming any control over, responsibility for or liability whatsoever with respect to the construction contractor obligations of the foregoing sentence, Consultant shall notify City if it observes violations of safety regulations or ordinances or quality of work deficiencies by City's construction contractors to the extent Consultant becomes actually aware of same or Consultant should have known if practicing Consultant's Standard of Care. Consultant shall comply with the site safety program and rules established by the construction contractors.

4.4 To the extent that Consultant provides to City any estimate of costs associated with construction, any such estimate shall be developed in accordance with Consultant's Standard of

Care, but it is recognized by the Parties that neither Consultant nor City has control over the cost of the labor, materials, or equipment, over a construction contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from City's budget for the project or from any estimate of the cost of work or evaluation prepared or agreed to by Consultant.

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

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

affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

- (f) As required by Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, Consultant hereby verifies that Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term "boycott energy companies" in this paragraph shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.
- (g) As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Consultant hereby verifies that Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term "discriminate against a firearm entity or trade association" in this paragraph shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.
- (h) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature, Regular Session), as amended, and to the extent this Agreement grants to Consultant direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Consultant verifies that neither Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" in this paragraph means a country designated by the Governor as a threat to critical infrastructure under Section 2274.0103, Texas Government Code. The term "critical infrastructure" in this paragraph shall have the meaning assigned to such term in Section 2274.0101, Texas Government Code.

4.6 Consultant acknowledges and agrees that projects of City may be subject to review and approval by other third parties. Accordingly, as and when requested by City, Consultant shall

submit such information and cooperate with the other third parties to the extent necessary to undergo any such review or obtain any such approval.

4.7 Consultant does not represent Work Product to be suitable for reuse on any other project or for any other purpose(s). If City reuses any Work Product without Consultant's specific written verification or adaptation, such reuse will be at the risk of City, without liability to Consultant.

4.8 Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

4.9 Conflicts of Interest Prohibited. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement or any Work Order. If Consultant maintains or acquires a conflicting interest, any contract or Work Order with the City (including this Agreement) involving Consultant's conflicting interest may be terminated by the City. The Consultant shall take appropriate steps to ensure that neither the Consultant nor any Staff is placed in a position where, in the reasonable opinion of the City, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the duties owed to the City under the provisions of the Contract. The Consultant will disclose to the Authority full particulars of any such conflict of interest which may arise. By means of example only, and not limitation, it shall be a potential conflict of interest if Consultant provides plan review services on any land development, where Consultant has been involved in the preparation of the current or prior plan proposed to be developed in the City to ensure that such conform to codes adopted by the City; or has been involved in the preparation of a plan adjacent or abutting a development for which the City has requested Plan Review Services.

4.9.1 Notice of Potential Conflict. Consultant shall notify City in writing prior to accepting any Work Order, or beginning Services on any assignment or task under a Work Order for which Consultant believes there is or may be an actual or potential conflict of interest due to Engineer's professional services to third parties. If any such actual or potential conflict of interest arises under this Agreement, Consultant shall immediately inform the City in writing of such conflict. The Consultant shall not receive any compensation, and Consultant waives the same, in connection with any work, Services or other activities of the Consultant for Service provided where a conflict of interest exists, unless notice is provided as required herein. As used herein a conflict of interest.

4.9.2 Termination for Material Conflict. If, in the reasonable judgment of the City after receiving notice required in 4.9.1 or otherwise, such conflict poses a material conflict to and with the performance of Consultant's obligations under this

Agreement, then the City may terminate the Agreement for convenience immediately upon written notice to Consultant; such termination of the Agreement or any Worker shall be effective upon the receipt of such notice by Consultant.

4.10 Minimize Interruption. It should be understood that City's water and wastewater distribution systems must function during the Contract period with a minimum of inconvenience to City. Requirements of the: Texas Commission on Environmental Quality (TCEQ); Texas Railroad Commission (TRC); and the State and federal regulatory agencies having jurisdiction over the Project site, must be met by Consultant. It is therefore incumbent on Consultant to plan ahead in design and Services on the basis of integrating any demolition, installation, construction and implementation program as far as possible into the normal operating sequence of the various utility systems to avoid or minimize disruption of services. No departure from the normal operating sequence of the utility systems will be allowed, except with the specific advanced written agreement of City, and Consultant's design specifications and drawings should include provisions requiring the same.

ARTICLE 5 COST RECORDS

5.1 Consultant shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by Consultant under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, Consultant shall maintain records of direct costs for which City is charged. City shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom. City's audit rights for fixed unit rate or time and materials Work Orders shall extend to review of records for the purpose of substantiating man-hours worked, units employed, and third-party charges only. Except to the extent audit rights are granted to City by applicable law, City shall have no audit rights with respect to the portion of Work Orders or Services compensated on a lump sum basis.

ARTICLE 6 OWNERSHIP OF WORK PRODUCT AND TECHNOLOGY

6.1 All studies, plans, deliverables, reports, drawings, specifications, cost estimates, software, computations, and other information and documents prepared by Consultant, its subconsultants, subcontractors, and/or suppliers, in connection with Services or any project of City are and shall remain City's property upon creation (collectively, "Work Product"); provided, however, that Work Product shall not include pre-existing proprietary information of Consultant, its subconsultants, subcontractors, and/or suppliers ("Consultant Proprietary Information"). To this end, Consultant agrees to and does hereby assign, grant, transfer, and convey to City, its successors and assigns, Consultant's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Consultant confirms that City and its successors and assigns shall own Consultant's right, title and interest in and to, including without limitation the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other transfer of ownership), to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). In addition, Consultant hereby grants City a fully paid-up, royalty free, perpetual, assignable, non-exclusive license to use, copy, modify, create derivative works from and distribute to third parties Consultant Proprietary Information in connection with City's exercise of its rights in the Work Product, operation, maintenance, repair, renovation, expansion, replacement, and modification of projects of City or otherwise in connection with property or projects in which City has an interest (whether by City or a third party). Consultant shall obtain other assignments, confirmations, and licenses substantially similar to the provisions of this paragraph from all of its subconsultants, subcontractors, and suppliers. Work Product is to be used by Consultant only with respect to the Project in connection with which such Work Product was created and is not to be used on any other project. Consultant and its subconsultants, subcontractors, and suppliers are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of Services. Submission or

distribution to comply with official regulatory requirements for other purposes in connection with Services is not to be construed as publication in derogation of City's copyright or other reserved rights. Consultant agrees that all Work Product will be maintained according to the provisions of the Public Information Act, Chapter 552, Texas Government Code, and the Local Government Records Act, Chapters 201 through 205, Texas Local Government Code, each as amended. Consultant shall deliver all copies of the Work Product to City upon the earliest to occur of City's request, completion of Services in connection with which Work Product was created, or termination of this Agreement. Consultant is entitled to retain copies of Work Product for its permanent Project records.

6.2 Consultant agrees that all information provided by City in connection with Services shall be considered and kept confidential ("Confidential Information"), and shall not be reproduced, transmitted, used, or disclosed by Consultant without the prior written consent of City, except as may be necessary for Consultant to fulfill its obligations hereunder; provided, however, that such obligation to keep confidential such Confidential Information shall not apply to any information, or portion thereof, that:

- (a) was at the time of receipt by Consultant otherwise known by Consultant by proper means;
- (b) has been published or is otherwise within the public domain, or is generally known to the public at the time of its disclosure to Consultant;
- (c) subsequently is developed independently by Consultant, by a person having nothing to do with the performance of this Agreement and who did not learn about any such information as a result of Consultant's being a Party to this Agreement;
- (d) becomes known or available to Consultant from a source other than City and without breach of this Agreement by Consultant or any other impropriety of Consultant;
- (e) enters the public domain without breach of the Agreement by or other impropriety of Consultant;
- (f) becomes available to Consultant by inspection or analysis of products available in the market;
- (g) is disclosed with the prior written approval of City;
- (h) with the exception of trade secrets, was exchanged between City and Consultant and ten (10) years have subsequently elapsed since such exchange; or

- (i) is disclosed to comply with the Texas Open Records Act or in response to a court order to comply with the requirement of a government agency.

6.3 Consultant shall not be liable for the inadvertent or accidental disclosure of Confidential Information, if such disclosure occurs despite the exercise of at least the same degree of care as Consultant normally takes to preserve and safeguard its own proprietary or confidential information.

6.4 Consultant will advise City of any patents or proprietary rights and any royalties, licenses, or other charges which Consultant knows or should know in the exercise of its Standard of Care impacts any design provided by Consultant in connection with any Services and obtain City's prior written approval before proceeding with such Services. Consultant shall not perform patent searches or evaluation of claims, but will assist City in this regard if requested, pursuant to a written change order in accordance with Paragraph 12.1, below. There will be no charge for Consultant's existing patents.

6.5 Public Records. Notwithstanding any provisions of the Agreement to the contrary, Consultant understands that the City will comply with the Texas Public Information Act, Tex. Gov't. Code Ch. 552. If contacted by the City, Consultant will cooperate with the City in the production of documents responsive to the request. Consultant agrees to provide the documents responsive to the request in the format and within the time frame specified by the City. Consultant may request that City seek an opinion from the Office of the Attorney General of Texas. However, the final decision whether to seek a ruling from the Office of the Attorney General of Texas will be made by the City in its sole discretion to comply with the legal requirements of the Texas Public Information Act. Additionally, Consultant will notify the City's general counsel within twenty-four (24) hours of receipt of any third-party requests for information written, produced, collected, assembled, or maintained in connection with the Agreement and/or any amendment to the Agreement. The Agreement and/or any amendment to the Agreement and all data and other information generated or otherwise obtained in its performance is subject to the Texas Public Information Act. Consultant agrees to maintain the confidentiality of information received from the City during the performance of the Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Furthermore, Consultant is required to make any information created or exchanged with the State pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public, as specified by the City, at no additional charge to the City. Notwithstanding the foregoing, City acknowledges that one or more of Consultant's affiliates is a registered investment adviser and that Consultant may be subject to routine examinations, investigations, regulatory sweeps or other regulatory inquiries by applicable regulatory and self-regulatory authorities. City agrees that Consultant may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at City, Consultant will notify City (to the extent not prohibited by such authority or examiner or by applicable rule, regulation or law) as promptly as practicable

following such request. City acknowledges that Consultant's review of the Confidential Information will inevitably enhance Consultant's knowledge and understanding of City's business in a way that cannot be separated from Consultant's other knowledge, and City agrees that this Agreement shall not restrict Consultant in connection with the purchase, sale, consideration of, and decisions related to other investments.

ARTICLE 7 INDEPENDENT CONTRACTOR RELATIONSHIP

7.1 In the performance of Services hereunder, Consultant shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. Consultant shall not be considered a partner, affiliate, agent, or employee of City and shall in no way have any authority to bind City to any obligation.

ARTICLE 8 WARRANTY PERIOD; GUARANTEES

8.1 If within a period of one (1) year following completion of Services under a Work Order, it is discovered that such Services were not performed in accordance with Consultant's Standard of Care, City, in its sole discretion, may: (1) direct Consultant to re-perform and Consultant shall re-perform such Services at its own expense, and as expediently or in the manner required for City's needs; or (2) retain such other consultant or consultants as necessary to perform such corrective services, and Consultant agrees to pay City's costs associated with having such other consultant or consultants perform such corrective services, and any other damages incurred by City as a result of such default. The obligations of Consultant under this Paragraph 8.1 are in addition to other rights and remedies of City available to it pursuant to this Agreement or applicable law.

8.2 Consultant agrees to assign City the warranty or guarantee of any subconsultant, subcontractor, supplier or manufacturer of items of services, supplies, machinery, equipment, materials, or products provided by Consultant hereunder and cooperate and assist City in City's enforcement thereof. Consultant's responsibility with respect thereto is limited to such assignment, cooperation, and assistance. The representations and warranties of Consultant under this Agreement and Work Orders are made in lieu of any other warranties or guarantees and Consultant makes no other warranties whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and Consultant shall have no liability to City based upon any theory of liability that any such other warranty was made or breached.

ARTICLE 9 INDEMNIFICATION

9.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS CITY AND EACH OF ITS COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "CITY

INDEMNITEE" AND COLLECTIVELY AS THE "INDEMNITEES") FROM AND AGAINST ALL THIRD PARTY CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY INDEMNITEES THAT ARISE FROM OR RELATE TO PERFORMANCE OF THE SERVICES OR THIS CONTRACT TO THE EXTENT:

- (1) DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS CONTRACT, BY CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT WITH CONSULTANT OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;**
- (2) CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF CONSULTANT'S STANDARD OF CARE, BY CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT WITH CONSULTANT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;**
- (3) CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING ACTUAL OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;**
- (4) DUE TO THE FAILURE OF CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT WITH CONSULTANT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL TO PAY ITS CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR**
- (5) OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT, INCLUDING SUCH CLAIMS, DAMAGES, LIABILITIES, LOSSES, COSTS, OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF THIRD-PARTY TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL.**

NOTHING CONTAINED IN THIS SECTION 9.1 SHOULD BE CONSTRUED TO REQUIRE CONSULTANT TO INDEMNIFY OR HOLD HARMLESS CITY OR ANY INDEMNITEES FROM ANY CLAIMS OR

LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CITY OR INDEMNITEES SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE §271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE §130.002(B)). . NOTHING IN THIS ARTICLE 9 IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW.

9.2 TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO THE EXTENT A DEFENSE IS NOT PROVIDED FOR THE INDEMNITEES UNDER AN INSURANCE POLICY AS REQUIRED UNDER ARTICLE 11 HEREOF OR THE INDEMNITEES' ATTORNEYS' FEES ARE NOT OTHERWISE RECOVERED UNDER THE INDEMNITY PROVISION SET FORTH IN SECTION 9.1 HEREOF, CONSULTANT SHALL, UPON FINAL ADJUDICATION OF THE LOSSES AS DEFINED IN SECTION 9.1 HEREOF AND WITHIN THIRTY (30) DAYS FOLLOWING THE DATE OF A WRITTEN DEMAND, REIMBURSE THE INDEMNITEES FOR ALL REASONABLE ATTORNEYS' FEES INCURRED TO DEFEND AGAINST THE LOSSES IN PROPORTION TO CONSULTANT'S LIABILITY TO ANY THIRD PARTY FOR SUCH LOSSES.

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

9.4 It is mutually understood and agreed that the indemnification provided for in this section 9 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

9.5 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Section 9.1, and any Additional Insured requirements under Article 11, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE 10 LIMITATION OF LIABILITY

10.1 SUBJECT TO 10.2, BELOW, NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE OR ANY OTHER INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF A PARTY, WHETHER ACTIVE OR PASSIVE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

10.2 EXCLUSIONS FROM WAIVER. NOTWITHSTANDING ANYTHING CONTAINED IN SECTION 10.1 ABOVE, CITY AND CONSULTANT MUTUALLY AGREE THAT THE FOLLOWING LIABILITIES, OBLIGATIONS AND DAMAGES ARE SPECIFICALLY EXCLUDED FROM ANY WAIVER OF CONSEQUENTIAL DAMAGES SET FORTH IN SECTION 10.1:

- 10.2.1. CONSULTANT'S OBLIGATION TO INDEMNIFY OWNER OR OTHER INDEMNITEES UNDER SECTION 9.1 FOR CONSEQUENTIAL DAMAGES ARISING OUT OF CLAIMS (A) ASSERTED UNDER SECTION 9.1 AND 9.2 AND (B) SUFFERED BY THIRD PARTIES WITH RESPECT TO CLAIMS COVERED BY CONSULTANT'S INDEMNIFICATION OBLIGATIONS;**
- 10.2.2. A PARTY'S WAIVER IN SECTION 10.1 WILL NOT APPLY TO THE EXTENT ITS EFFECT WOULD BE TO LIMIT THE OBLIGATION OF AN INSURER TO PAY INSURANCE PROCEEDS THAT WOULD, BUT FOR THE OPERATION OF SUCH WAIVER, BE PAYABLE BY THAT INSURER;**
- 10.2.3. ANY DIRECT OR "NON-CONSEQUENTIAL" DAMAGE(S) INCURRED BY OWNER OR CONSULTANT;**
- 10.2.4. COSTS OF CORRECTIVE OR COMPLETION WORK CAUSED BY OR RESULTING FROM THE CONSULTANT'S FAILURE TO COMPLY WITH THE REQUIREMENTS IMPOSED ON THE CONSULTANT BY THIS AGREEMENT OR ANY WORK ORDERS ISSUED THEREUNDER;**
- 10.2.5. FINES AND PENALTIES LEVIED BY A REGULATORY AGENCY;**
- 10.2.6. GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CONSULTANT OR ITS SUBCONSULTANTS, THEIR EMPLOYEES OR ANY FOR WHOM THEY ARE RESPONSIBLE.**

10.3 THE PARTIES AGREE THAT NEITHER PARTY'S INDIVIDUAL EMPLOYEES, OFFICERS, ELECTED OFFICIALS, DIRECTORS OR PRINCIPALS SHALL BE SUBJECT TO ANY PERSONAL LIABILITY AS A RESULT OF OR IN CONNECTION WITH THE CONTRACT OR ANY WORK ORDER FOR SERVICES HEREUNDER, EXCEPT AS REQUIRED UNDER THE TEXAS OCCUPATIONS CODE § 1051. IN CASES INVOLVING THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CITY'S, OR CONSULTANT'S EMPLOYEES, OFFICERS, DIRECTORS OR PRINCIPALS, THE FOREGOING LIMITATION SHALL NOT APPLY AND THE OTHER PARTY SHALL BE ENTITLED TO ALL AVAILABLE REMEDIES AT LAW OR IN EQUITY.

ARTICLE 11 INSURANCE

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

Each Subconsultant must provide Worker's Compensation/Employer's liability, Professional Liability, CGL, and Automobile Liability coverage with equal limits as Consultant; provided, however, the limits of such insurance may be adjusted in accordance with the nature of each Subconsultant's operations but, if such adjustment is requested, it must be submitted to City for

approval before the Consultant enters into an agreement or any work commences under the agreement in question.

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

11.2 Types. Consultant shall have the following types of insurance:

11.2.1 Commercial General Liability.

11.2.2 Business Automobile Liability.

11.2.3 Workers Compensation/Employer's Liability

11.2.4 Professional Liability.

11.3 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Attachment C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.4 General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

11.4.1 Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.

11.4.2 Deductibles shall be listed on the Certificate of Insurance.

11.4.3 "Claims made" policies will not be accepted, except for Professional Liability insurance.

11.4.4 Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of Cibolo.

11.4.5 The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

11.4.6 Additional Insured Status. To the fullest extent permitted under Texas law City, and Indemnitees, shall be included as additional insureds on each CGL policy procured by Consultants and Subconsultants using ISO Additional Insured Endorsements CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (completed operations) or endorsements providing equivalent coverage. Such parties shall also be included as additional insureds on all other policies procured

by Consultant and Subconsultants except Worker's Compensation/Employer's Liability and Professional Liability with endorsements approved by City. Notwithstanding anything to the contrary, such additional insured coverage shall not exceed that allowed under Texas law.

11.5 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

- 11.5.1 Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- 11.5.2 Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- 11.5.3 No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- 11.5.4 The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- 11.5.5 The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.6 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

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

11.7 Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "Consultant" as identified in this Contract:

- 11.7.1 Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy; either directly through their employer's policy (the Consultant's, or

subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

11.7.2 The workers' compensation/employer's liability insurance shall include the following terms:

11.7.2.1 Employer's Liability limits of \$1,000,000 for each accident is required.

11.7.2.2 "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

11.7.2.3 Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

11.7.3 Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

11.7.3.1 Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any

entity which furnishes persons to provide services on the project. 'Services' include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 11.7.3.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- 11.7.3.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- 11.7.3.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 11.7.3.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.7.3.5.1 a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 11.7.3.5.2 no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 11.7.3.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 11.7.3.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 11.7.3.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 11.7.3.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- 11.7.3.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 11.7.3.9.2 provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 11.7.3.9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 11.7.3.9.4 obtain from each other person with whom it contracts, and provide to the Contractor:
 - 11.7.3.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and
 - 11.7.3.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 11.7.3.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 11.7.3.9.6 notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 11.7.3.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
 - 11.7.3.9.8 By signing this Contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees

of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.7.3.9.9 The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor that entitles the governmental entity to declare the Contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

11.8 Professional Liability Requirements. The following Professional Liability requirements shall apply:

- (a) **Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.**
- (b) Minimum of \$2,000,000 per claim and \$5,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of Cibolo when requested.
- (c) Professional liability coverage will be obtained and maintained by Consultant and Subconsultant with policy limits set forth above to insure from and against all negligent acts, errors, and omissions in the professional services performed by them, and their agents, representatives, employees, and Subconsultants. Coverage shall provide full prior acts coverage or a retroactive date not later than the date the services are first performed in connection with the Project. Policies shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (i) bodily injury or property damage where coverage is provided on behalf of design professionals or Subconsultants; (ii) habitational or residential operations; (iii) pollution, mold and/or microbial matter and/or fungus and/or biological substance; (iv) punitive, exemplary or multiplied damages; or (vi) design services. All policies shall be maintained until all claims arising out of the services provided by each entity are barred by the statute of repose under Texas law. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

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

ARTICLE 12

CHANGES; TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

12.1 City may, at any time and from time to time, make written changes to Work Orders in the form of modifications, additions, or omissions. In the event that any such change, through no fault of Consultant, shall impact Consultant's compensation or schedule, then (a) such changes shall be authorized by written change order issued by City and accepted by Consultant, and (b) an equitable adjustment shall be made to the Work Order in writing duly executed by both Parties, to reflect the change in compensation and schedule.

12.2 City may for convenience terminate this Agreement, any Work Order issued under this Agreement, or Consultant's right to perform Services under this Agreement or any Work Order by at any time giving seven (7) days written notice of such termination. In such event, City shall have the right but not the obligation to assume all obligations and commitments that Consultant may have in good faith undertaken or incurred in connection with the Services terminated, and City shall pay Consultant, as its sole and exclusive remedy, for Services properly performed to date of termination and for reasonable costs of closing out such Services provided City has pre-approved such costs. Consultant shall not be entitled to lost profit on unperformed Services or any consequential damages of any kind. Upon termination, Consultant shall invoice City for all services performed by Consultant prior to the time of termination which have not previously been compensated. Payment of undisputed amounts in the final invoice shall be due and payable within thirty (30) days after receipt by City and City's receipt of all Work Product. Consultant shall include a similar provision allowing for termination for convenience on similar terms in all its lower-tier subcontracts.

12.3 This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with its requirements and such Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that City terminates this Agreement or any Work Order for cause, Consultant shall not be entitled to any compensation until final completion of the then ongoing Services and any such entitlement shall be subject to City's right to offset and/or recoup all damages and costs associated with finally completing such Services. If for any reason, Consultant is declared in default and/or terminated by City under any Work Order with City, City shall have the right to offset and apply any amounts which might be owed to City by Consultant against any earned but unpaid amounts owed to Consultant by City under any Work Order. In the event any Work Order is terminated by City, Consultant shall promptly deliver to City all Work Product with respect to such terminated Work Order.

12.4 The City may, without cause, order the Consultant in writing to suspend, delay, or interrupt this Agreement or any Work Order in whole or in part for such period of time as the City may determine. Upon receipt of such notice, the Consultant shall, unless the notice requires otherwise, immediately discontinue Services on the date and to the extent specified in the notice.

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

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

City:

City of Cibolo

**Attn: Wayne Reed
200 South Main Street
Cibolo, Texas 78108**

Consultant:

Freese & Nichols, Inc.

**Attn: John New
P.O. Box 980004
Fort Worth, Texas 76198**

**ARTICLE 13
FORCE MAJEURE**

13.1 Any delay in performance or non-performance of any obligation other than an obligation to make a payment as required under this Agreement or any Work Order, of Consultant contained herein shall be excused to the extent such delay in performance or non-performance is caused by Force Majeure. "Force Majeure" shall mean fire, flood, act of God, earthquakes, extreme weather conditions, epidemic, pandemic, war, riot, civil disturbance or unrest, imposition of martial law, restrictions imposed by civil authority, loss of control of civil authority, illegal activity, extreme unreliability or failure of the utility infrastructure, failure of the US banking system, loss of access to communication systems, sabotage, terrorism, or judicial restraint, but only to the extent that such event (i) is beyond the reasonable control of and cannot be reasonably anticipated by or the effects cannot be reasonably alleviated by Consultant and (ii) prevents the performance of Services.

13.2 If Consultant is affected by Force Majeure, Consultant shall promptly provide notice to City, explaining in detail the full particulars and the expected duration thereof. Notice will be considered prompt if delivered within five days after Consultant first becomes aware that the event of Force Majeure will affect the performance of Services and the end of the restrictions, if any, on Consultant's ability to communicate with City. Consultant shall use its commercially reasonable efforts to mitigate the interruption or delay if it is reasonably capable of being mitigated.

ARTICLE 14

SUCCESSORS, ASSIGNMENT AND SUBCONTRACTING

14.1 City and Consultant bind themselves and their successors, executors, administrators and permitted assigns to the other Party of this Agreement and to the successors, executors, administrators and permitted assigns of such other party, in respect to all covenants of this Agreement.

14.2 No right or interest in this Agreement or any Work Order shall be assigned by Consultant or City without the prior written consent of the other Party.

14.3 Prior to commencement of any part of the Services to be provided under any Work Order with respect to which Consultant has elected to subcontract, Consultant will notify City in writing of the identity of the particular subcontractor, subconsultant or supplier Consultant intends to employ for the performance of such part of the Services and the scope of Services it will perform. City shall have the right within twenty-one (21) calendar days of such written notice to disallow Consultant's employment of any particular subcontractor, subconsultant or supplier, provided that any reasonable additional costs incurred by Consultant as a result of such disallowance shall be borne by City.

ARTICLE 15

SEVERABILITY; NON-WAIVER

15.1 If any provision or portion thereof of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from the Agreement or such Work Order and the balance of the Agreement or Work Order shall remain in full force and effect. The Parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the Parties.

15.2 Failure by City in any instance to insist upon observance or performance by Consultant of any term, condition or obligation of this Agreement shall not be deemed a waiver by City of any such observance or performance. No waiver by City of any term, condition, obligation or breach of this Agreement will be binding upon City unless in writing, and then will be for the particular instance specified in such writing only. Payment of any sum by City to Consultant with knowledge of any breach will not be deemed a waiver of such breach or any other breach.

ARTICLE 16

LICENSE REQUIREMENTS

16.1 The Consultant and any subconsultant shall have and maintain any licenses, registrations and certifications required by the State of Texas or recognized professional organizations governing the Services performed under this Agreement and any Work Order.

ARTICLE 17 ENTIRE AGREEMENT

17.1 This Agreement and all Work Orders issued under it contain the full and complete understanding of the Parties pertaining to their subject matter and supersede any and all prior and contemporaneous representations, negotiations, agreements or understandings between the Parties, whether written or oral. The Agreement and Work Orders may be modified only in writing, signed by both Parties.

ARTICLE 18 GOVERNING LAW; VENUE

18.1 This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with, or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles. Venue of all dispute resolution proceedings arising out of, connected with or relating to this Agreement, shall be in Guadalupe County, Texas.

ARTICLE 19 DISPUTE RESOLUTION

19.1 In the event of any dispute arising out of or relating to this Agreement, any Work Order or any Services which City and Consultant have been unable to resolve within thirty (30) days after such dispute arises, a senior representative of Consultant shall meet with the City Manager of City at a mutually agreed upon time and place not later than forty-five (45) days after such dispute arises to attempt to resolve such dispute. In the event such representatives are unable to resolve any such dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator pursuant to the American Arbitration Association Construction Industry Mediation Rules. If the dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten (10) years' experience in construction, engineering, and/or public works operations. The mediation shall be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The mediation shall be held at a mutually agreeable location in Guadalupe County, Texas. If the Parties are unable to agree on a location, the mediation shall be held at the offices of the American Arbitration Association closest to San Antonio, Texas.

19.2 Any dispute arising out of or relating to this Agreement or any Work Order or any Services not resolved pursuant to Article 19.1, shall be resolved, by litigation in a court of competent jurisdiction.

19.3 Notwithstanding the foregoing, in the event City and any other consultant and/or any contractor are involved in a dispute in connection with a project for which Consultant has provided Services, and City, in its sole discretion, determines that Consultant's participation in any dispute resolution meeting or mediation proceeding between City and any such consultant and/or contractor is necessary to the resolution of such dispute, Consultant agrees to attend and participate at its own cost in any such dispute resolution meeting or mediation proceeding.

19.4 If Consultant brings any claim against City and Consultant does not prevail with respect to such claim, Consultant shall be liable for all attorneys' fees and costs incurred by City as a result of such claim.

ARTICLE 20 ELECTRONIC SIGNATURES; COUNTERPARTS

20.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, the Parties agree that this Agreement and any Work Order may be executed using electronic signatures at the option and in the discretion of City, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of City regarding electronic signatures shall apply.

ARTICLE 21 PUBLICITY

21.1 Neither Consultant nor any of its subconsultants shall publish or release any publicity or public relations materials of any kind concerning or relating to this Agreement, the Services or the activities of City, unless such materials have first been reviewed and approved in writing by City. This provision shall not apply to mandatory reports which Consultant or its subconsultants are required by law to file with governmental authorities.

ARTICLE 22 GENERAL TERMS

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

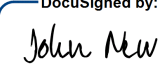
22.2 State or Federal Laws. This Contract is subject to all applicable federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, State or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

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

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year herein above first written.

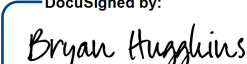
CONSULTANT:

Freese & Nichols, Inc.

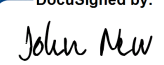
By: 
 Name: John New
 Title: Vice President
 Date: 8/1/2023

CITY:

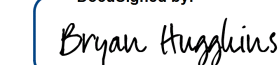
City of Cibola

By: 
 Name: Wayne Reed
 Title: City Manager
 Date: 8/1/2023

ATTEST:


9BDFFD1AB25D422...

ATTEST:


CF010024DCF1407...

ATTACHMENT A

Compensation terms for cost reimbursable and lump sum Services:

A.1. COMPENSATION BASED ON COST WITH MULTIPLIER

For professional and non-professional staff, City will compensate Consultant on the basis of a multiplier added to the Raw Salary Cost as shown in the table below for the Scope of Work specified in the Work Order. Professional is defined as a manager, supervisor, engineer, scientist or other recognized profession. Typically, professional employees are salaried exempt employees. Typically, non-professional employees are hourly non-exempt employees. The Raw Salary Cost for salaried employees is defined as the annual base salary excluding bonuses, burdens, and benefits divided by 2080. For hourly personnel, the Raw Salary Cost is defined as the hourly wage paid to the employee exclusive of burdens and benefits. Any shift premiums or premiums paid for hours worked in excess of 40 per week will be added to the base hourly wage and will be considered a part of the Raw Salary Cost.

(a) RAW SALARY MULTIPLIERS

3.50 for professional and non-professional staff working at Consultant or its subcontractor, subconsultant, or vendor offices.

3.50 for professional and non-professional staff working in the field during construction or at City offices for a minimum period of six (6) consecutive months.

3.50 for construction inspectors working in the field.

(b) EXPENSES

“Billable Expenses” include all costs and expenses directly attributable to performance of the services, which are in good accounting practice direct costs of the Services and not covered by the allowance for payroll burden and general office overhead and profit. Costs of outside services will be charged at actual invoice cost plus ten percent (10%). “Billable Expenses” include: subconsultants; travel expenses to and from locations outside Guadalupe and Bexar County; and copies of all deliverables submitted to City. All local vehicle use outside Guadalupe and Bexar Counties will be reimbursed at the current IRS allowable rate with no markup. All other expenses are considered to be covered by the allowance for payroll burden and general office overhead and profit and are non-billable expenses.

A.2. LUMP SUM COMPENSATION

City will compensate Consultant on the basis of a mutually agreed upon lump sum price for the scope of work specified in the Work Order. City may ask Consultant for a cost estimate for the scope of work prior to issuing the Work Order. The cost estimate will include a summary breakdown showing the labor hours and cost, subconsultant costs, and other direct costs included in the estimate. Labor rates to be used in preparing the estimate will be the actual salary or wage of the employee times the appropriate multiplier specified in A.1 (a) above. Consultant will submit and City will pay monthly invoices based on the mutually agreed upon percentage of the Project completed.

ATTACHMENT B

This Work Order is issued subject to, is governed by and incorporates by reference that certain Master Professional Services Agreement, Contract No. **23-160-23-C**, between the City and Consultant effective _____, 2023.

Work Order Date: _____

CONSULTANT: _____

Consultant Project Manager: _____

City Point of Contact: _____

Type of Compensation: _____

Compensation: _____

Description of Services: _____

Deliverables: See Attached.

Schedule Requirements: _____

Commence Services: _____

Completion of Services: _____

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

CITY:

CONSULTANT:

CITY OF CIBOLO

Freese & Nichols, Inc.

By: _____

By: _____

Name: Wayne Reed

Name: _____

Title: City Manager

Title: _____

ATTACHMENT C
CERTIFICATE OF INSURANCE



FREEAND-02

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2023

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277		FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	INSURER A : Hartford Underwriters Insurance Company A+ (XV)		30104
	INSURER B : Hartford Casualty Insurance Company A+ (XV)		29424
	INSURER C : Hartford Accident and Indemnity Company A+ (XV)		22357
	INSURER D : Continental Casualty Company (CNA) A, XV		20443
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			42UUNOL5238	10/23/2022	10/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			42UENOL5558	10/23/2022	10/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42 XHU OL 5836	10/23/2022	10/23/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	42WBOL6H3F	10/23/2022	10/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			AEH008214422	10/23/2022	10/23/2023	Per Claim \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

RE: City Engineer Servies and On-call Civil Engineering Services
Contract #23-160-09

City of Cibolo, its officials, agents, employees and volunteers are included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability includes Additional Insured coverage for On-Going & Completed Operations as required by SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Cibolo 200 South Main Street Cibolo, TX 78108	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Ames & Gough		NAMED INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions. Umbrella Liability coverage sits excess over General Liability, Auto Liability and Employer's Liability coverage.

Retro Date for the Professional Liability Policy is: 11/01/1965.

General Liability deductible is \$0
Automobile Liability deductibles are \$2,000 Comp/\$2,000 Collision.
Umbrella Liability retention is \$10,000.
Workers Compensation deductible is \$0.
Professional Liability deductible is \$500,000.

POLICY NUMBER: 42 UUN OL5238



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED TO NAME AS AN ADDITIONAL INSURED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT PROVIDED THAT THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT. A PERSON OR ORGANIZATION	IS INLCUDED AS AN ADDITIONAL INSURED UNDER THIS ENDORSEMENT ONLY FOR THAT TIME PERIOD REQUIRED BY THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph **f.**, **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit** Paragraph of **Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
- (2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

- (a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

(1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (a) During the policy period; and
- (b) Subsequent to the execution of such written contract or written agreement; and

(c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

(2) Only to the extent permitted by law; and

(3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(i) The additional insured in the Schedule is a Named Insured under such other insurance; and

(ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

POLICY NUMBER: 42UUNOL5238

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: 42 UUN OL5238



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED GOVERNMENTAL ENTITY

Number of Days Notice:	SCHEDULE	Name of Governmental Entity:
Part A: <u>30</u>		PER WRITTEN CONTRACT
Part B: <u>10</u>		
Part C: <u>30</u>		
Part D: <u>30</u>		
		Mailing Address:

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, or if coverages or limits are reduced below the minimum level contractually required by the governmental entity, notice of such cancellation or reduction in coverage will be provided to the governmental entity in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B.** If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the governmental entity in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C.** If this policy is cancelled by the insured, notice of such cancellation will be provided to the governmental entity in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

- D.** If this policy is nonrenewed by the Company, notice of such nonrenewal will be provided to the governmental entity in the Schedule, at least the number of days in advance of the nonrenewal effective date, as shown in Part D.

If notice is mailed, proof of mailing notice to the governmental entity's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled governmental entity under that Part.

Any notification rights provided by this endorsement apply to the governmental entity in the Schedule so long as it was issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the governmental entity in the Schedule will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES



This endorsement forms a part of the Policy numbered below:

Policy Number 42 UEN OL5558	Named Insured FREESE AND NICHOLS INC SEE FORM IH1204	
Policy Change Effective Date 06/21/23	Change No. 006	Agent or Broker AMES & GOUGH INS RISK MGMNT INC - 641288

CHANGE(S)
HARTFORD CASUALTY INSURANCE COMPANY

IN CONSIDERATION OF NO CHANGE IN PREMIUM, IT IS HEREBY AGREED AND UNDERSTOOD THAT THE POLICY IS CHANGED AS FOLLOWS:

FORM IH 03 12 06 11 ADDED.

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

	Additional	Return
Due at Policy Change effective date:	\$	\$

Installment Premium Schedule

Due Dates	Prior to this change	Result of Change		*Revised Installment
		Additional	Return	
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$

Revised installments, if not shown on this endorsement, will be shown in the Declarations or on Form HM 99 01.

*If Future Annual Installments, this excludes Automobile Premium.

This endorsement does not change the policy except as shown.

Policy Expiration Date

10/23/2023
Countersigned by _____
(Where required by law) Authorized Representative Date

POLICY NUMBER: 42 UEN OL5558



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED GOVERNMENTAL ENTITY

Number of Days Notice:	SCHEDULE	Name of Governmental Entity:
Part A: <u>30</u>		PER WRITTEN CONTRACT
Part B: <u>10</u>		
Part C: <u>30</u>		
Part D: <u>30</u>		
		Mailing Address:

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, or if coverages or limits are reduced below the minimum level contractually required by the governmental entity, notice of such cancellation or reduction in coverage will be provided to the governmental entity in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B.** If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the governmental entity in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C.** If this policy is cancelled by the insured, notice of such cancellation will be provided to the governmental entity in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

- D.** If this policy is nonrenewed by the Company, notice of such nonrenewal will be provided to the governmental entity in the Schedule, at least the number of days in advance of the nonrenewal effective date, as shown in Part D.

If notice is mailed, proof of mailing notice to the governmental entity's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled governmental entity under that Part.

Any notification rights provided by this endorsement apply to the governmental entity in the Schedule so long as it was issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the governmental entity in the Schedule will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number: 42 WB OL6H3F

Endorsement Number:

Effective Date: 10/23/22 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: FREESE AND NICHOLS, INC.
801 CHERRY STREET, SUITE 2800
FORT WORTH TX 76102

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with

respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Special Waiver
 Name of person or organization

 ☒ Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
 All Texas Operations
3. Premium:
 The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 42 WB OL6H3F

Endorsement Number:

Effective Date: 10/23/22

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: FREESE AND NICHOLS, INC.
801 CHERRY STREET, SUITE 2800
FORT WORTH TX 76102

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF OTHER INSURANCE CONDITION -
PRIMARY OR PRIMARY AND NON-CONTRIBUTORY WHEN
REQUIRED BY WRITTEN CONTRACT OR WRITTEN
AGREEMENT FOR SCHEDULED ADDITIONAL INSUREDS**

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
BLANKET TO ALL THAT ARE REQUIRED BY WRITTEN CONTRACT	BLANKET TO ALL THAT ARE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

I. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Paragraph **B.2** of Section **III – Who Is An Insured** is replaced by the following:

2. Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

This provision does not apply:

a. Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury", "property damage", or "personal and advertising injury"; and

b. Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits shown for "underlying insurance"; or

c. Beyond the period of time required by the written contract or written agreement.

In no event shall any coverage afforded to any such person or organization apply to any claim or "suit" to which "underlying insurance" does not apply. Coverage provided by this policy for any such additional insured will follow the provisions, exclusions and limitations of the "underlying insurance".

II. Solely as respects the insurance afforded to any person or organization qualifying as an additional insured under Paragraph **I.** above, the **Other Insurance** condition in Section **VI – Conditions** is replaced by the following:

G. Other Insurance

1. This policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this policy.

These excess provisions apply, whether such other insurance is stated to be:

- a. Primary;
- b. Contributing;
- c. Excess; or
- d. Contingent.

2. However, the following provisions apply to other insurance available to any person or organization qualifying as an additional insured under Paragraph **B.2.** of Section **III – Who Is An Insured**, as amended by Item **I.** of this endorsement and who is also an additional insured under the Commercial General Liability Coverage Part scheduled in the "underlying insurance":

a. Primary Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit to provide primary insurance to the additional insured, then, after the "underlying insurance" is exhausted, this insurance will be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **3.** below.

b. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit to provide insurance to the additional insured that is primary and non-contributory, then, after the "underlying insurance" is exhausted, this insurance will be primary and we will not seek contribution from the additional insured's own insurance.

Paragraphs **a.** and **b.** do not apply to other insurance on which the additional insured qualifies as an additional insured pursuant to the terms of that policy or has been added as an additional insured by endorsement.

3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

III. The following is added to Section IV – Limits Of Insurance:

H. How Limits Apply To Additional Insureds

If you have agreed in a written contract, written agreement or permit that another person or organization be added as an additional insured on the Commercial General Liability Coverage Part scheduled in the "underlying insurance" and such person or organization also qualifies as an additional insured under this policy, the most we will pay on behalf of such insured is the lesser of:

- a. The limits of insurance specified in the written contract, written agreement or permit, less any amounts payable by any "underlying insurance"; or
- b. The Limits of Insurance shown in the Umbrella Liability Policy Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Umbrella Liability Policy Declarations and described in other provisions of this Section.



UMBRELLA LIABILITY POLICY PROVISIONS

In this policy the words "you" and "your" refer to the Named Insured first shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. "We", "us" and "our" refer to the stock insurance company member of The Hartford Financial Services Group Inc. shown in the Declarations.

Other words and phrases that appear in quotation marks also have special meaning. Refer to DEFINITIONS (Section VII).

IN RETURN FOR THE PAYMENT OF THE PREMIUM, in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this policy, we agree with you as follows:

SECTION I - COVERAGES

INSURING AGREEMENTS

A. Umbrella Liability Insurance

1. We will pay those sums that the "insured" becomes legally obligated to pay as "damages" in excess of the "underlying insurance" or of the "self-insured retention" when no "underlying insurance" applies, because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies caused by an "occurrence". But, the amount we will pay as "damages" is limited as described in **Section IV - LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II - INVESTIGATION, DEFENSE, SETTLEMENT.**

2. This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" only if:
 - a. The "bodily injury", "property damage" or "personal and advertising injury" occurs during the "policy period"; and
 - b. Prior to the "policy period", no insured listed under Paragraph **A.** of Section **III - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "policy period", that

the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

3. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph **A.** of Section **III - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

B. Exclusions

This policy does not apply to:

1. Pollution

Any obligation:

- a. To pay for the cost of investigation, defense or settlement of any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the pollution hazard; or
- b. To pay any "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred:
 - i. By reason of any such claim or suit or any such injury or damage; or
 - ii. In complying with any action authorized by law and relating to such injury or damage.

As used in this exclusion, pollution hazard means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal:

- a. Pollutants;
- b. Contaminants;

- c. Irritants; or
- d. Toxic substances;

Including:

Smoke;

Vapors;

Soot;

Fumes;

Acids;

Alkalies;

Chemicals, and

Waste materials consisting of or containing any of the foregoing. Waste includes materials to be recycled, reconditioned or reclaimed.

EXCEPTION

This exclusion does not apply:

- a. To "bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- b. To injury or damage as to which valid and collectible "underlying insurance" with at least the minimum limits shown in the Schedule of Underlying Insurance Policies is in force and applicable to the "occurrence". In such event, any coverage afforded by this policy for the "occurrence" will be subject to the pollution exclusions of the "underlying insurance" and to the conditions, limits and other provisions of this policy. In the event that "underlying insurance" is not maintained with limits of liability as set forth in the Schedule of Underlying Insurance Policies, coverage under any of the provisions of this exception does not apply.

Exception b. does not apply to:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is :
 - (a) Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";

- (b) Otherwise in the course of transit by or on behalf of the "insured"; or

- (c) Being stored, disposed of, treated or processed in or upon any "auto";

- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or

- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph (1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- a. The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- b. The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any following equipment:
 - i. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment; and
 - ii. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers.

Paragraphs (2) and (3) above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto"

covered by the "underlying insurance" if:

- a. The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto", and
- b. The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

2. Workers Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Contractual Liability

Liability assumed by the "insured" under any contract or agreement with respect to an "occurrence" taking place before the contract or agreement is executed.

4. Personal And Advertising Injury

This policy does not apply to "personal and advertising injury".

EXCEPTION

This exclusion does not apply to the extent that coverage for such "personal and advertising injury" is provided by "underlying insurance", but in no event shall any "personal and advertising injury" coverage provided under this policy apply to any claim or "suit" to which "underlying insurance" does not apply.

Any coverage restored by this **EXCEPTION** applies only to the extent that such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule of Underlying Insurance Policies.

5. Underlying Insurance

Any injury or damage:

- a. Covered by "underlying insurance" but for any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
- b. For which "damages" would have been payable by "underlying insurance" but for the actual or alleged insolvency or financial impairment of an underlying insurer.

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, operation,

maintenance, use, entrustment to others, loading or unloading of any aircraft:

- a. Owned by any "insured"; or
- b. Chartered or loaned to any "insured".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to aircraft that is:

- a. Hired, chartered or loaned with a paid crew; but
- b. Not owned by any "insured".

This exclusion does not apply to "bodily injury" to any of your "employees" arising out of and in the course of their employment by you.

7. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, loading or unloading of any watercraft.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- a. Watercraft you do not own that is:
 - (1) Less than 51 feet long, and
 - (2) Not being used to carry persons or property for a charge;
- b. "Bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- c. Any watercraft while ashore on premises owned by, rented to or controlled by you.

8. War

Any injury or damage, however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

9. Damage To Property

"Property damage" to property you own.

10. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

11. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

12. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

13. Recall Of Products, Work Or Impaired Property

"Damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired Property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect,

deficiency, inadequacy or dangerous condition in it.

14. Expected Or Intended

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Employer Liability

Coverage afforded any of your "employees" for "bodily injury" or "personal and advertising injury":

- a. To other "employees" arising out of and in the course of their employment;
- b. To the spouse, child, parent, brother or sister of that "employee" as a consequence of such "bodily injury" to that "employee".
- c. To you or, any of your partners or members, (if you are a partnership, joint venture), or your members (if you are a limited liability company); or
- d. Arising out of the providing or failing to provide professional health care services.

Subparagraphs a. and b. of this exclusion apply:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

EXCEPTION

Subparagraphs a. and b. of this exclusion do not apply if "underlying insurance" is maintained providing coverage for such liability with minimum underlying limits, as described in the Schedule of Underlying Insurance Policies.

16. Property Damage To Employee's Property

Coverage afforded any of your "employees" for "property damage" to property owned or occupied by or rented or loaned to:

- a. That "employee";
- b. Any of your other "employees";
- c. Any of your partners or members (if you are a partnership or joint venture); or
- d. Any of your members (if you are a limited liability company).

17. Uninsured Or Underinsured Motorists

Any claim for:

- a. Uninsured or Underinsured Motorists Coverage;
- b. Personal injury protection;
- c. Property protection; or
- d. Any similar no-fault coverage by whatever name called;

Unless this policy is endorsed to provide such coverage.

18. Employment Practices Liability

- a. Any injury or damage to:
 - (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as but not limited to: coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
 - (2) The spouse, child, parent, brother or sister of that person, as a consequence of any injury or damage to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- i. Whether the injury-causing event described in part (1) above occurs before employment, during employment or after employment of that person;
- ii. Whether the "insured" may be liable as an employer or in any other capacity; and
- iii. To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

19. Employee Retirement Income Security Act

Any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Revision Act of 1974), or any amendments to them.

20. Asbestos

Any injury, damages, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "asbestos hazard" that:

- a. May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard"; or
- b. Arise out of any request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of any "asbestos hazard"; or
- c. Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

21. Racing And Stunting Activities

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or loading or unloading of any "auto" or "mobile equipment" while being used in any:

- a. Prearranged or organized racing, speed or demolition contest;
- b. Stunting activity; or
- c. Preparation for any such contest or activity.

22. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- a. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit

monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

23. Limited Underlying Coverage

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" for which:

- a. an "underlying insurance" policy or policies specifically provides coverage; but
- b. because of a provision within the "underlying insurance" such coverage is provided at a limit or limits of insurance that are less than the limit(s) for the "underlying insurance" policy or policies shown on the Schedule of Underlying Insurance Policies.

24. Recording And Distribution Of Material Or Information In Violation Of Law

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or

limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

SECTION II - INVESTIGATION, DEFENSE, SETTLEMENT

A. With respect to "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies (whether or not the "self-insured retention" applies) and

1. For which no coverage is provided under any "underlying insurance"; or
2. For which the underlying limits of any "underlying insurance" policy have been exhausted solely by payments of "damages" because of "occurrences" during the "policy period",

We:

1. Will have the right and the duty to defend any "suit" against the "insured" seeking "damages" on account thereof, even if such "suit" is groundless, false or fraudulent; but our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverages afforded by this policy;
2. May make such investigation and settlement of any claim or "suit" as we deem expedient;
3. Will pay all expenses incurred by us, all court costs taxed against the "insured" in any "suit" defended by us and all interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable limit of insurance. However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured;
4. Will pay all premiums on appeal bonds required in any such "suit", premiums on bonds to release attachments in any such "suit" for an amount not in excess of the applicable limit of insurance, and the cost of bail bonds required of the "insured" because of an accident or traffic law violation arising out of the operation of any vehicle to which this policy applies, but we will have no obligation to apply for or furnish any such bonds;
5. Will pay all reasonable expenses incurred by the "insured" at our request in assisting us in the investigation or defense of any claim or "suit", including actual loss of earnings not to exceed \$500 per day per "insured";

and the amounts so incurred, except settlement of claims and "suits," are not subject to the "self-insured retention" and are payable in addition to any applicable limit of insurance.

The "Insured" agrees to reimburse us promptly for amounts paid in settlement of claims or "suits" to the extent that such amounts are within the "self-insured retention".

- B. You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition to any applicable limit of insurance. We will also promptly reimburse you for our proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" made with our written consent.
- C. We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost and expenses incurred by any underlying insurer.

SECTION III - WHO IS AN INSURED

A. If you are doing business as:

- 1. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner.
- 2. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.
- 3. A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.
- 4. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
- 5. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.

B. Each of the following is also an "insured":

- 1. Your "volunteer workers" only while performing duties related to the conduct of

your business, or your "employees," other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts:

- a. Within the scope of their employment by you or while performing duties related to the conduct of your business; and
 - b. Only if such "volunteer workers" or "employees" are insureds under "underlying insurance" with limits of liability no less than stated in the Schedule of Underlying Insurance Policies, subject to all the coverage, terms, conditions and limitations of such "underlying insurance".
2. Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury," "property damage," or "personal and advertising injury"; and
 - b. Unless limits of liability specified in such written contract, written agreement or permit is greater than the limits shown for "underlying insurance"; or
 - c. Beyond the period of time required by the written contract or written agreement.
3. Any person or organization having proper temporary custody of your property if you die, but only:
- a. With respect to liability arising out of the maintenance or use of that property; and
 - b. Until your legal representative has been appointed.
4. Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this policy.
- C. With respect to "auto", any "insured" in the "underlying insurance" is an "insured" under this insurance policy, subject to all the limitations of such "underlying insurance".
- D. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

financial interest of more than 50% of the voting stock, will qualify as an "insured" if there is no other similar insurance available to that organization.

However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
 2. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 3. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- E.** Each person or organization, not included as an "insured" in Paragraphs A., B., C., or D., who is an "insured" in the "underlying insurance" is an "insured" under this insurance subject to all the terms, conditions and limitations of such "underlying insurance".

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

With respect to any person or organization who is not an "insured" under "underlying insurance", coverage under this policy shall apply only to loss in excess of the amount of the "underlying insurance" or "self-insured retention" applicable to you.

However, coverage afforded by reason of the provisions set forth above applies only to the extent:

- (i) Of the scope of coverage provided by the "underlying insurance" but in no event shall coverage be broader than the scope of coverage provided by this policy and any endorsements attached hereto; and
- (ii) That such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule of Underlying Insurance Policies.

SECTION IV - LIMITS OF INSURANCE

- A.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made or "suits" brought;
 3. Persons or organizations making claims or bringing "suits"; or
 4. Coverages under which damages are covered under this policy.

- B.** The Limit of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of "damages", other than "damages":

1. Because of injury or damage included within the "products-completed operations hazard";
2. Because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you; and
3. Because of "bodily injury" and "property damage" arising out of the ownership, operations, maintenance, use, entrustment to others, loading or unloading of any "auto".

- C.** The Limit of Insurance stated as the Products Completed Operations Aggregate Limit is the most we will pay for "damages" because of injury or damage included within the "products-completed operations hazard".

- D.** The Limit of Insurance stated as the Bodily Injury By Disease Aggregate Limit is the most we will pay for "damages" because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you.

- E.** Subject to **B.**, **C.**, or **D** above, whichever applies, the Each Occurrence Limit is the most we will pay for "damages" because of all "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".

- F.** Our obligations under this insurance end when the applicable Limit of Insurance available is used up. If we pay any amounts for "damages" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.

- G.** The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations. However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

SECTION V - NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

- A.** The insurance does not apply:

1. To "bodily injury" or "property damage":
 - a. With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured

under any such policy but for its termination upon exhaustion of its limit of liability; or

- b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. To "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:
- a. The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
 - c. The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. As used in this exclusion:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "special nuclear material" or "by-product material";

"Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or

concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (1) Any "nuclear reactor";
- (2) Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing or packaging "waste";
- (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

SECTION VI - CONDITIONS

A. Premium

All premiums for this policy shall be computed in accordance with Item 5 of the Declarations. The premium stated as such in the Declarations is a deposit premium only which shall be credited to the amount of any earned premium. At the close of each "policy period", the earned premium shall be computed for such period, and upon notice thereof to the Named Insured first shown in the Declarations shall become due and payable by such Named Insured.

If the total earned premium for the "policy period" is less than the premium previously paid and more than the minimum premium, we shall return to such Named Insured the unearned portion paid by such Named Insured.

The Named insured first shown in the Declarations shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the "policy period" and at such times during the "policy period" as we may direct.

B. Inspection And Audit

We shall be permitted but not obligated to inspect your property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are:

1. Safe;
2. Healthful; or
3. In compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the "policy period" and extensions thereof and within three years after the final termination of this policy, insofar as they relate to the subject matter of this policy.

C. Duties In The Event Of Occurrence, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim under this policy. This requirement applies only when such "occurrence" is known to any of the following:
 - a. You or any additional insured that is an individual;
 - b. Any partner, if you or an additional insured are a partnership;
 - c. Any manager, if you or an additional insured are a limited liability company;
 - d. Any "executive officer" or insurance manager, if you or an additional insured are a corporation;
 - e. Any trustee, if you or an additional insured is a trust; or
 - f. Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

To the extent possible, notice should include:

- a. How, when and where the "occurrence" took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the "occurrence" or "offense".
2. If a claim is made or "suit" is brought against any insured, you must:
 - a. Immediately record the specifics of the claim or "suit" and the date received; and

- b. Notify us in writing as soon as practicable if the claim is likely to exceed the amount of the "self-insured retention" or "underlying insurance", whichever applies.

3. You and any other involved insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies;
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this policy or any "underlying insurance" or "self-insured retention" may apply.

4. No insured will, except at that insured's own cost, make or agree to any settlement for a sum in excess of:

- a. The total limits of "underlying insurance"; or
- b. The "self-insured retention" if no "underlying insurance" applies without our consent.

5. No insureds will, except at that insured's own cost, make a payment, assume any obligation, or incur any expenses, other than first aid, without our consent.

D. Assistance And Cooperation Of The Insured

The "insured" shall:

1. Cooperate with us and comply with all the terms and conditions of this policy; and
2. Cooperate with any of the underlying insurers as required by the terms of the "underlying insurance" and comply with all the terms and conditions thereof.

The "insured" shall enforce any right of contribution or indemnity against any person or organization who may be liable to the "insured" because of "bodily injury", "property damage" or "personal and advertising injury" with respect to this policy or any "underlying insurance".

E. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this policy unless all of its terms and those of the "underlying insurance" have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but, we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the limit of liability. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

F. Appeals

In the event the "insured" or the "insured's" underlying insurer elects not to appeal a judgment in excess of the "underlying insurance" or the "self-insured retention," we may elect to make such appeal, at our cost and expense.

If we so elect, we shall be liable in addition to the applicable Limit of Insurance, for the:

1. Taxable costs;
 2. Disbursements; and
 3. Additional interest incidental to such appeal;
- But in no event will we be liable for "damages" in excess of the applicable aggregate Limit of Insurance.

If a judgment is rendered in excess of the limits of "underlying insurance" and we offer to pay our full share of such judgment, but you or your underlying insurers elect to appeal it, you, your underlying insurers or both will bear:

- a. The cost and duty of obtaining any appeal bond;
- b. The taxable costs, disbursements and additional interest incidental to such appeal; and
- c. Any increase in damages over the amount the matter could have been settled for after the verdict was entered and before the appeal was filed.

G. Other Insurance

This policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this policy.

These excess provisions apply, whether such other insurance is stated to be:

1. Primary;
2. Contributing;
3. Excess; or
4. Contingent.

H. Transfer Of Rights Of Recovery Against Others To Us

1. Transfer Of Rights Of Recovery

If the insured has rights to recover all or a part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after a loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

- a. Recoveries shall be applied to reimburse:

- (1) First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;
- (2) Second, us, along with any other insurers having a quota share interest at the same level;
- (3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

- b. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

2. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the "insured" has waived any rights of recovery against any person or organization for all or part of any payment we have made under this policy, we also waive that right, provided the "insured" waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

I. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy, or stop us from asserting any rights under the terms of this policy.

The Named Insured first shown in the Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this policy.

J. Separation Of Insureds

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the Named Insured first shown in the declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

K. Maintenance Of Underlying Insurance

Policies affording in total the coverage and limits stated in the Schedule of Underlying Insurance Policies shall be maintained in full effect during the currency of this policy. Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied herewith.

The Named Insured first shown in the Declarations shall give us written notice as soon as practicable of any of the following:

1. Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;
2. Termination of part or all of one or more of the policies of "underlying insurance";
3. Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".

The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this policy.

L. Cancellation

1. The Named Insured first shown in the Declarations may cancel this policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the Named Insured first shown in the Declarations at the address shown in this policy, written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will state the effective date of cancellation. The "policy period" will end on that date.

Delivery of such notice by the Named Insured first shown in the Declarations or by us will be equivalent to mailing.

4. If the Named Insured first shown in the Declarations cancels, the refund may be less than pro rata, but we will retain any minimum premium stated as such in the Declarations. If we cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

M. Non-Renewal

1. If we decide not to renew, we will mail or deliver to the Named Insured first shown in the Declarations, at the address shown in this policy, written notice of non-renewal at least 30 days before the end of the "policy period".
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If we offer to renew but such Named Insured does not accept, this policy will not be renewed at the end of the current "policy period".

N. Workers' Compensation Agreement

With respect to "bodily injury" to any officer or other employee arising out of and in the course of employment by you, you represent and agree that you have not abrogated and will not abrogate your common-law defenses under any Workers' Compensation Law by rejection of such law or otherwise. If at any time during the "policy period" you abrogate such defenses, the insurance for "bodily injury" to such officer or other employee automatically terminates at the same time.

O. Bankruptcy Or Insolvency

In the event of the bankruptcy or insolvency of the "insured" or any entity comprising the "insured", we shall not be relieved of any of our obligations under this policy.

P. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. The statements in the Schedule Of Underlying Insurance Policies are accurate and complete;
- c. The statements in a. and b. are based upon representations you made to us;
- d. We have issued this policy in reliance upon your representations; and
- e. If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.

SECTION VII - DEFINITIONS

Except as otherwise provided in this section or amended by endorsement, the words or phrases that appear in quotation marks within this policy shall follow the definitions of the applicable "underlying insurance" policy.

"Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

"Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

"Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

"Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is:
 - a. Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";
 - b. Otherwise in the course of transit by or on behalf of the "insured"; or
 - c. Being stored, disposed of, treated or processed in or upon any "auto"; or
- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs **6.b** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

"Damages" include prejudgment interest awarded against the "insured" on that part of the judgment we pay.

"Damages" do not include:

1. Fines;
2. Penalties; or
3. Damages for which insurance is prohibited by the law applicable to the construction of this policy.

Subject to the foregoing, "damages" include damages for any of the following which result at any time from "bodily injury" to which this policy applies:

1. Death;
2. Mental anguish;
3. Shock;
4. Disability; or
5. Care and loss of services or consortium.

"Insured" means any person or organization qualifying as an insured in the applicable WHO IS AN INSURED provision of this policy. The insurance afforded applies separately to each "insured" against whom claim is made or "suit" is brought, except with respect to the limit of our liability under LIMITS OF INSURANCE (SECTION IV).

"Occurrence" means

1. With respect to "bodily injury" or "property damage": an accident, including continuous or

repeated exposure to substantially the same general harmful conditions, and

2. With respect to "personal and advertising injury": an offense described in one of the numbered subdivisions of that definition in the "underlying insurance".

"Policy period" means the period beginning with the inception date stated as such in the Declarations and ending with the earlier of:

1. The date of cancellation of this policy; or
2. The expiration date stated as such in the Declarations.

"Self-insured retention" means the amount stated as such in the Declarations which is retained and payable by the "insured" with respect to each "occurrence".

"Underlying insurance" means the insurance policies listed in the Schedule of Underlying Insurance Policies, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Schedule of Underlying Insurance Policies. The limit of "underlying insurance" includes:

1. Any deductible amount;
2. Any participation of any "insured"; and
3. Any "self-insured retention" above or beneath any such policy;

Less the amount, if any, by which the aggregate limit of such insurance has been reduced by any payment relating to any act, error, omission, injury, damage or offense for which insurance is provided by this policy, including Medical Payments Coverage as described in the "underlying insurance." The coverages and limits of such policies and any such deductible amount, participation or "self-insured retention" shall be deemed to be applicable regardless of:

1. Any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
2. The actual or alleged insolvency or financial impairment of any underlying insurer or any "insured".

The risk of insolvency or financial impairment of any underlying insurer or any "insured" is borne by you and not by us.

POLICY NUMBER: 42 XHU OL5836



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED GOVERNMENTAL ENTITY

Number of Days Notice:	SCHEDULE	Name of Governmental Entity: PER WRITTEN CONTRACT
Part A: <u>30</u>		
Part B: <u>10</u>		
Part C: <u>30</u>		
Part D: <u>30</u>		
		Mailing Address:

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, or if coverages or limits are reduced below the minimum level contractually required by the governmental entity, notice of such cancellation or reduction in coverage will be provided to the governmental entity in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B.** If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the governmental entity in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C.** If this policy is cancelled by the insured, notice of such cancellation will be provided to the governmental entity in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

- D.** If this policy is nonrenewed by the Company, notice of such nonrenewal will be provided to the governmental entity in the Schedule, at least the number of days in advance of the nonrenewal effective date, as shown in Part D.

If notice is mailed, proof of mailing notice to the governmental entity's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled governmental entity under that Part.

Any notification rights provided by this endorsement apply to the governmental entity in the Schedule so long as it was issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the governmental entity in the Schedule will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



Professional Liability and Pollution Incident Liability Insurance Policy Endorsement

NOTICE ENDORSEMENT - NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS WHERE REQUIRED BY WRITTEN CONTRACT

It is understood and agreed that if the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the **Named Insured** will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or non-renewal of this Policy, the Insurer will provide the **Named Insured's** client with the greater of:

- (1) thirty (30) days' notice; or
- (2) the number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide the **Named Insured's** client with the lesser of:

- (1) sixty (60) days' notice; or
- (2) the number of days' notice required in the **Named Insured's** contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Freese and Nichols, Inc.
Fort Worth, TX United States

Certificate Number:
2023-1052231

Date Filed:
07/27/2023

Date Acknowledged:
07/28/2023

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

City of Cibolo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23-160-09
City Engineering Services and On-Call Civil Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pence, Bob	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	
	Johnson, Kevin	Dallas, TX United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Reedy, Mike	Houston, TX United States	X	
	Wolfhope, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City Council Regular Meeting Staff Report

D. Discussion/Action on Capital Improvements Advisory Committee Requirements. (Mr. Reed)

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Discussion/Action Item: 12D.
From	
Wayne Reed, City Manager	

PRIOR CITY COUNCIL ACTION:

City Council approved Ordinance 1323 on December 8, 2020, amending the Capital Improvements Advisory Committee (CIAC), regarding a plan for the expenditure of impact fee funds for major capital improvements and purchases.

BACKGROUND:

As the City prepares for the process of reviewing and updating the City's impact fees, staff presents for Council's consideration a summary of the law and ordinances impacting the City's Capital Improvements Advisory Committee (CIAC) and options for the Committee's implementation. The attached PowerPoint provides more details.

Regarding implementing the requirements for the Advisory Committee, the City Council is presented with two (2) options:

1. Leave current requirements for the Advisory Committee in place.
2. Direct staff to prepare an ordinance amending the City Code to provide for the Planning and Zoning Commission to act as the Capital Improvements Advisory Committee.

The City is proposing to initiate an update to its Impact Fee Program, including the Land Use Assumptions, Capital Improvements Plan, Impact Fee Service Area boundaries, and Impact Fees. City Council approved an ordinance on September 14, 2021, updating the water, wastewater, drainage, and roadway impact fees by adopting the Cibolo Impact Fee Program Update study conducted by Freese and Nichols.

A critical component of this update process is the Capital Improvements Advisory Committee. Staff has reviewed Ordinance 1323 adopted in December 2020, which established the Advisory Committee for the impact fee program update and presents for Council's consideration an option that may facilitate and enhance the oversight and engagement of the pending update.

The Capital Improvements Advisory Committee will begin meeting on a monthly basis in 2025 as part of the update to the Impact Fee Program and will continue to meet beyond the update on a regular basis to comply with State law requirements.

State law requires the establishment of Capital Improvements Advisory Committee, as follows:

The Advisory Committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision.

Not less than 40 percent of the membership of the Advisory Committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.

If the political subdivision has a planning and zoning commission, the commission may act as the Advisory Committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity.

If no such representative is a member of the planning and zoning commission, the commission may still act as the Advisory Committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the Advisory Committee.

If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

Texas Local Government Code Section 395.058(b).

Many cities prefer the Planning and Zoning Commission to act as the Advisory Committee as provided by state law. This creates several benefits in carrying out and monitoring the requirements associated with the imposition of impact fees. The Commissioners, through their service on the Commission, become familiar with valuable land use considerations and zoning and development issues in the city, which they can then use when acting as Advisors on capital improvements. Likewise, Advisors on the Committee become familiar with valuable capital infrastructure needs and projects within the city which they can then use when acting as Commissioners.

Additionally, having the same body handle both planning and capital improvements helps maintain consistency in decision making and assists with the prioritization of projects that offer the most significant benefits to the community. Because the Commission by its nature frequently engages with the public on planning issues, serving as the Advisory Committee can leverage the information gathered from the established communication channels to gather community input on capital improvement projects, to stay in touch with public concerns and suggestions. Combining the roles of the Commission and Committee streamlines processes and reduces redundancy.

Finally, the Commissioners regularly meet and the Commission consistently meets or exceeds its quorum requirements. Utilizing the Commission members as the Advisors on the Committee will ensure that impact fee updates stay on track, statutory compliance is maintained, as it periodically proceeds through the analysis, review and consideration process.

STAFF RECOMMENDATION:

The City Manager and the City Attorney's Office recommend combining the Planning and Zoning Commission with the CIAC.

FINANCIAL IMPACT:

There is nominal favorable financial impact on the City. By increasing efficiency by combining the Commission with the Committee, reducing the administrative burden on City Staff to coordinate, schedule, assign space and prepare and post agendas, prepare and maintain minutes and other information, from two related city groups into one.

MOTION(S):

City Council has three (3) options:

1. Take no action, leaving in place the current requirements for the Capital Improvements Advisory Committee.

2. Direct staff to prepare an ordinance amending the City Code to provide for the Planning and Zoning Commission to act as the Capital Improvements Advisory Committee.
3. Take other reasonable action, not listed.

Attachments

[CC Presentation - CIAC 2025-01-14.pdf](#)

[ORD 1323 CIAC 2020-12-08.pdf](#)

Capital Improvements Advisory Committee

Appointment and Membership

January 14, 2025



Council Feedback and Direction

Regarding implementing the requirements for a Capital Improvements Advisory Committee (CIAC) in conjunction with the update to the City's various impact fees, the City Council is presented with three (3) options:

1. Leave current requirements for the Advisory Committee in place;
2. Direct staff to prepare an ordinance amending the City Code to provide for the Planning and Zoning Commission to act as the Capital Improvements Advisory Committee; or
3. Take other reasonable action, not listed.



CIAC State Law

- State Law TLGC § 395.058 requires appointment of a Capital Improvements Advisory Committee (CIAC)
- Membership:
 - Must be appointed by City Council
 - At least 5 members
 - At least 40 % of members must be real estate, development or building industry representatives who are not employees or officials of the City
 - One member of ETJ, if the impact fee is applied in the ETJ
- The P&Z may act as the CIAC if:
 - If P&Z includes at least one representative of the real estate, development, or building industry who is not an employee or official of the City OR
 - If no such representative is a member of the P&Z, P&Z may still act as the CIAC if at least one such representative is appointed as an ad hoc voting member when P&Z acts as the advisory committee



Current Ordinance for CIAC

- City Code §2-235 requires:
 - 7 members
 - One member from P&Z
 - One member from EDC
 - One member from ETJ
 - Remaining four members appointed by CC
- City Code §2-236 provides for:
 - Implementation of the state law industry representative requirement
 - 3-year terms
 - 2 term limit
- City Code §2-238 requires monthly meetings



City Code and Charter: P&Z Membership and Requirements

- Composed of seven members appointed by City Council (UDC § 4.2.1.1)
- Serve for a term of 2 years (Charter § 9.01)
- Regular meetings held monthly plus special meetings as needed (UDC Sec. § 4.2.1.2)



Overlapping Purposes

P&Z: To formulate a comprehensive plan for the orderly growth and development of Cibolo, and periodically recommend changes to the Council for its action in updating plans and policies to facilitate the implementation of a comprehensive plan. Review, develop and update zoning ordinances, annexation plans, capital improvements plans and other matters affecting the development of Cibolo. Review and recommend action for proposed subdivision plats, clearance and rebuilding of depressed districts and blighted areas, highway facilities and proposed extensions thereof.



Overlapping Purposes

CC: Advise and assist the City in adopting land use assumptions. Review the capital improvement plan and file written comments. Monitor and evaluate the implementation of the capital improvement plan. File semiannual reports with respect to the CIP. Advise the City of the need to revise plans and fees. Advise the City Council in all matters pertaining to the plan for establishing a 5-year Capital Improvements Program. Provide a written report for the Program then review the plan annually.



Benefits of P&Z Acting as Advisory Committee

Expertise and Knowledge: The P&Z members are familiar with land use, zoning, and development issues. This expertise is valuable when advising on capital improvements, ensuring that projects align with the city's overall planning goals.

Consistency in Planning: Having the same body handle both planning and capital improvements helps maintain consistency in decision-making. This ensures that capital projects support the city's long-term development plans and zoning regulations.

Efficient Use of Resources: Combining these roles can streamline processes and reduce redundancy. It allows for more efficient use of staff time and resources, as the same group of people is involved in related planning activities.



Benefits of P&Z Acting as Advisory Committee

Comprehensive Oversight: The P&Z can provide a holistic view of the city's needs, balancing immediate infrastructure requirements with long-term planning objectives. This comprehensive oversight helps prioritize projects that offer the most significant benefits to the community.

Enhanced Public Engagement: The P&Z often engages with the public on planning issues. Serving as the CIAC can leverage these established channels to gather community input on capital improvement projects, ensuring that public concerns and suggestions are considered.

Established Meeting Process: The P&Z regularly meets to carry out its functions and thus already has in place the operational means to carry out the advisory and review functions of the CIAC, including the filing of the semiannual reports.



Council Feedback and Direction

Regarding implementing the requirements for a Capital Improvements Advisory Committee (CIAC) in conjunction with the update to the City's various impact fees, the City Council is presented with three (3) options:

1. Leave current requirements for the Advisory Committee in place;
2. Direct staff to prepare an ordinance amending the City Code to provide for the Planning and Zoning Commission to act as the Capital Improvements Advisory Committee; or
3. Take other reasonable action, not listed.





ORINANCE NO: 1323

AN ORDINANCE OF THE CITY OF CIBOLO, GUADALUPE COUNTY, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES AND AMENDING THE ORDINANCE CREATING A CAPITAL IMPROVEMENTS ADVISORY COMMITTEE FOR THE PURPOSE OF PROVIDING RECOMMENDATIONS TO THE CITY COUNCIL REGARDING A PLAN FOR THE EXPENDITURE OF FUNDS FOR MAJOR CAPITAL IMPROVEMENT AND MAJOR CAPITAL PURCHASES.

WHEREAS, the City of Cibolo, Texas, is a Home Rule Municipality located in Guadalupe County, Texas, created in accordance with provisions of the Texas Local Government Code and operating pursuant to its adopted City Charter and all applicable laws and enabling legislation of the State of Texas; and

WHEREAS, the City of Cibolo, Texas, is governed by a Home Rule Charter that was approved by the Citizens of Cibolo in a duly called election held on September 11, 2014; and

WHEREAS, Section 7.10 Capital Program of the Home Rule Charter specifies that a 5-Year Capital Program be updated and be submitted annually with the City budget; and

WHEREAS, the City Council feels it is important to receive community input and direction from the community in preparing and updating a plan for major capital expenditures of the City; and

WHEREAS, Chapter 395 of the Local Government Code requires the City to appoint a Capital Improvements Advisory Committee to assist the City Council and staff in the development of the City's Capital Improvements Plan.

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

SECTION 1.
Code Amended

Part II, Chapter 2, Article IV BOARDS AND COMMISSIONS of the City's Code of Ordinances is amended to read as follows:

Division 4. CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

Sec. 2-235. CREATION, COMPOSITION, APPOINTMENT OF MEMBERS

The City Council of the City of Cibolo hereby creates a Capital Improvements Advisory Committee to be composed of SEVEN (7) members appointed by the City Council of Cibolo, Guadalupe County, Texas. One member of the Planning and Zoning Commission and one member of the Economic Development Corporation will be appointed by council to serve as two of the seven members; One member shall be a resident of the City's extraterritorial jurisdiction. The remaining four (4) members will be appointed by council. Council will appoint members to serve on this committee making sure that the citizen chosen has the special knowledge, skills or information that Council may deem to be beneficial to this Committee.

Sec. 2-236. QUALIFICATIONS AND TERMS OF MEMBERS

Not less than 40 percent (40%) of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees of officials of the City or any other political subdivision or governmental entity.

Members of the committee shall be appointed to serve for a term of three (3) years. A member shall continue to serve until the City Council appoints his/her successor. All vacancies shall be filled by appointment of a majority of the City Council and such appointments shall be for the remainder of the unexpired term. Members shall be limited to appointment for not more than two (2) complete successive terms and are eligible for re-appointment.

Sec. 2-237. MEMBERS TO SERVE WITHOUT COMPENDATION

Members of the Capital Improvements Advisory Committee shall serve without compensation.

Sec. 2-238. ORGANIZATION AND MEETINGS

The members of the Capital Improvements Advisory Committee shall select officers at their first scheduled meeting. Meetings shall be held at least monthly and the meeting place shall be at City Hall. All officer terms run one (1) year from the date of selection.

The following describes Officers and their duties:

Chairman: Shall preside over the meeting. Chairman may vote on all matters before the Committee.

Vice Chairman: Shall preside over the meeting in the absence of the Chairman.

Secretary: The City Secretary or the Assistant City Secretary will serve as secretary and keep an accurate account and minutes of all meetings. The City Secretary will give the Oath of Office to all members at the first meeting or the first meeting an individual is in attendance for. The City Secretary will work with the Chairman and Planning & Engineering staff to prepare an agenda and will see it posted in accordance with State of Texas Open Meetings requirements.

Sec. 2-239. Quorum

A majority of the Capital Improvements Advisory Committee members shall constitute a Quorum for the transaction of business.

Sec. 2-240. RULES AND PROCEDURES

The Capital Improvements Advisory Committee shall follow the rules and procedures adopted by City Council and the City Secretary shall keep a record of their proceedings.

Sec. 2-241. ATTENDANCE

Members shall not miss more than three (3) consecutive regular and special meetings regardless of cause of absence and regardless of excuse. Failure to comply with these attendance requirements whether excused or not will be considered as resignation by the member. In the event of such termination the Chairperson of the Committee shall immediately notify the City Council who shall then take immediate steps to fill the vacancy.

Sec. 2-242. DUTIES

The Capital Improvements Advisory Committee shall:

- (1) advise and assist the political subdivision in adopting land use assumptions;
- (2) review the capital improvements plan and file written comments;
- (3) monitor and evaluate implementation of the capital improvements plan;
- (4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

(6) Act in an advisory capacity to the City Council in all matters pertaining to the plan for establishing and implementing a 5-Year Capital Improvements Program.

(7) Provide a recommendation in the form of a written report for a 5-Year Capital Improvement Program that provides a prioritized list of projects, cost estimates for each project, recommended funding source(s) for each project, estimated annual operating cost of operating and maintaining each project, and general fiscal guidelines for expenditures on the 5-Year Capital Improvement Program. Fiscal guidelines shall include, but not limited to, recommendations for maximum tax rates to be established to fund the recommended program and recommendations for the timing of future-bond issues.

Sec. 2-243. EXPEDITURES AND OBLIGATIONS

Whenever it is deemed necessary by the Capital Improvements Advisory Committee to incur any expenses in performing the duties assigned to it, an estimate of such proposed expense shall be submitted to the City Council. No debts of any kind or character shall be made or incurred by the Capital Improvements Advisory Committee or anyone acting for, unless such expenditures have been specifically authorized by the City Council prior to the time such obligations are incurred.

Sec. 2-244 to 2-250. RESERVED.

SECTION 2. EFFECTIVE DATE

This ordinance shall be effective immediately upon the passage and approval of the City Council of the City of Cibolo, Texas.

SECTION 3. CUMULATIVE

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 judgement 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.
SAVINGS**

That all rights and privileges of the City of Cibolo are expressly saved as to any and all violations of the provisions of any Ordinances affecting City Development and Construction Standards, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 6.
REPEALER**

All ordinances, parts or ordinances or provisions of the City's Code in conflict with the provisions of this ordinance, specifically Resolution No 1431 and Ordinance No. 1100 are hereby repealed to the extent of any conflict.

PASSED AND APPROVED THIS 8TH DAY OF DECEMBER 2020.



Stosh Boyle
Mayor

ATTEST:



Peggy Cimics, TRMC
City Secretary





City Council Regular Meeting Staff Report

E. Discussion/Action regarding a proposed Land Study of the Schryver Tract subdivision. (Mr. Spencer)

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Discussion/Action Item: 12E.

From
Eron Spencer, Assistant Planning Director

PLANNING & ZONING COMMISSION ACTION: Recommendation of denial by a vote of 6-0

PROPERTY INFORMATION:

Project Name: LS-24-04
Owner: Michele Schryver
Representative: Jason Townsley, KB Homes; Sean McFarland, Cude Engineers
Area: 23.34 acres
Location: 5711 Green Valley Road
Council District: ETJ
Zoning ([map](#)): ETJ
Proposed Use: 92 residential lots
Utility Providers: Water, Sewer – GVSUD, Electricity – GVEC

FINDINGS/CURRENT ACTIVITY:

According to Section 20.3.2 of the City of Cibolo's Unified Development Code (UDC), a 'Land Study' serves as *"the first or introductory plan of a proposed subdivision."* It is required when a *"developer intends to develop and record only an individual portion to such subdivision."* The Land Study is used as an aid to show the proposed development of the entire subdivision and to assess the adequacy of public facilities and services needed to serve the proposed subdivision.

This Land Study is for the proposed Schryver tract subdivision, located at 5711 Green Valley Road, in the City of Cibolo's Extraterritorial Jurisdiction (ETJ). The Land Study is proposing a single-phase development consisting of 23.34 acres, 92 residential lots, each measuring 45' x 120' (~ 5,400 square feet per lot), 4.79 acres of open space, and 1.42 acres of detention area.

The Land Study submittal proposes the subdivision will be served by Guadalupe Valley Electric Cooperative (GVEC) for electricity and Guadalupe Valley Special Utility District (GVSUD) for water and sewer. The applicant provided letters of certification (LOCs), as required by Section 20.3.2.A of the UDC, from the following utility providers: GVEC, CenterPoint Energy, and Charter Communications. However, they did not include an LOC from GVSUD to confirm its role as both the water and sewer provider for this development.

Per Section 20.3.2.C.2 of the UDC, *"the City Council shall review and evaluate the Land Study to determine whether the proposed development conforms to the Future Land Use Plan, Future Thoroughfare Plan, the UDC and other applicable ordinances of the City."*

Future Land Use Map (FLUM): The City of Cibolo's Future Land Use Map (FLUM) was adopted as part of the 2024 Cibolo Tomorrow Comprehensive Plan on September 10, 2024, under Ordinance 1465. The FLUM is the community's visual guide for development decisions and includes the logical and orderly placement of PlaceTypes in the City and ETJ. It does not constitute zoning regulations or establish zoning district boundaries.

The Schryver tract is designated as Estate Residential on the City's recently adopted FLUM. The character and intent of the Estate Residential PlaceType includes *"Predominantly single-family housing on large lots located throughout the community..."* Primary land uses in Estate Residential consist of *"Single-Family Detached Homes, Cluster Development, Parks and Open Space."* The Estate Residential PlaceType includes lot sizes ranging from ½ acre (21,780 square feet) to 2 acres. Therefore, the proposed Schryver tract subdivision, with lots typically 5,400 square feet in size, does not align with the Estate Residential PlaceType.

The applicant's narrative letter indicates the proposed development would align more closely with Compact Residential, which is the PlaceType designated for neighboring subdivisions, such as Homestead and Legendary Trails. Compact Residential allows *"a variety of housing types, including small-lot single-family detached homes"* and single-family lot sizes can range up to 9,000 square feet.

Master Thoroughfare Plan (MTP): The City of Cibolo's Master Thoroughfare Plan (MTP) was also adopted as part of the 2024 Cibolo Tomorrow Comprehensive Plan on September 10, 2024, under Ordinance 1465. The MTP identifies transportation improvements and needs in the City and ETJ, focusing on the existing and proposed arterial and collector network that will serve the community as it grows over time. The MTP will ensure that future rights-of-way are set aside for growing the City's transportation network.

The Schryver tract is located on Green Valley Road which is classified as a minor arterial on the MTP. The right-of-way requirement for minor arterials is currently 86 feet. The Land Study proposes an 18-foot right-of-way dedication along the property's frontage on Green Valley Road.

This Land Study was submitted concurrently with a request for a waiver to Section 19.4, Block Design, of the City's UDC, which would need to be decided prior to Land Study approval.

CITY COUNCIL ACTION:

The following are sample motions that can be made by City Council regarding this agenda item.

1. **Approve** the Land Study for the Schryver Tract subdivision.
2. **Approve** the Land Study for the Schryver Tract subdivision, **with conditions**.
3. **Deny** the Land Study for the Schryver Tract subdivision, **with findings**.

For a Land Study, Section 20.3.2.C.3 of the UDC allows City Council to impose conditions of approval that:

- a. *Govern the timing (phasing) or sequencing of the development to ensure that the development is built-out in accordance with a schedule of public improvements to ensure that the development adequately adheres to the City's minimum design criteria for public improvements;*
- b. *Pertain to proposed parkland dedication;*
- c. *Pertain to the conformity of the proposed Land Study to this UDC;*
- d. *Pertains to any issue related to the public health, safety or general welfare of the City; or*
- e. *Additional information to be submitted to supplement the submittal of a Preliminary Plat.*

STAFF ANALYSIS:

Section 20.3.2.E of the UDC provides direction to City Council when considering final action on a Land Study by outlining the following criteria for approval:

1. ***The Study/Plan will be consistent with all zoning requirements for the property, if within the City corporate limits, or any development regulations approved as part of a Development Agreement;***

STAFF FINDING: There is no zoning on the subject property as it is located in Cibolo's ETJ. No development agreement exists for the Schryver tract. Therefore, the proposed development must comply with the UDC.

2. ***The proposed provision and configuration of roads, water, wastewater; drainage and park facilities will be adequate to serve each phase of the development;***

ROADS/ MTP: The Land Study proposes an 18-foot right-of-way dedication along Green Valley Road, which is identified as a minor arterial (86' ROW) on the City's MTP. Internal streets of the proposed subdivision will have a 60-foot right-of-way.

Section 20.3.2 of the UDC requires that documentation be submitted with the Land Study that identifies which level of a Traffic Impact Analysis (TIA) will be submitted at the time of platting. The applicant has provided a TIA worksheet with this submittal and will be required to have a scoping meeting with the City to further determine the parameters of the TIA.

The Land Study proposes lots approximately 45 feet in width, which triggers the requirement for alleys under Section 19.4, Block Design, of the UDC. According to the UDC: *"All lots less than sixty (60') feet in width platted after the effective date of Ordinance 1261 (passed in April 23, 2019) are required to take vehicular access from an alley. Alley design and construction shall conform to all requirements of this UDC and the Cibolo Design Construction Manual."* To deviate from this requirement, the applicant is requesting a waiver to design and construct the 45-foot-wide lots in the Schryver tract subdivision without alleys.

UTILITIES: The applicant provided LOCs from GVEC, CenterPoint Energy, and Charter Communications. However, they did not submit an LOC from GVSUD to confirm that GVSUD will provide water and sewer for the development.

The Land Study includes a utility plan showing an 8-inch sanitary sewer main proposed within the subdivision, which will tie into an existing 8-inch sanitary sewer main located in Unit 1 of the Legendary Trails subdivision, south of Green Valley Road on Dakota Ridge. Additionally, the utility plan indicates an 8-inch water main proposed within the Schryver tract subdivision, which will connect to an existing 16-inch water main along the property's frontage on Green Valley Road.

DRAINAGE: The Land Study includes two drainage lots totaling 1.42 acres. A Preliminary Engineering Report was submitted with the Land Study, and it indicates that the subject property drains to two existing lows from a high point in the middle of the site. Detention is anticipated to be provided to release project peak flows at or below existing flow conditions.

PARKLAND: Section 16.2.2 of the UDC requires a minimum parkland dedication of *"eight (8%) percent of the total tract."* Considering the total acreage of the Schryver tract is 23.34 acres, the developer is required to dedicate at least 1.87 acres for parkland. The Land Study identifies 2.15 acres under a 100-foot electric transmission line easement as "Park Area". While the parkland depicted on the Land Study would meet the minimum acreage required for dedication, per Section 16.2.3 of the UDC, *"the final decision on acceptance of parkland shall be made by the City Council."*

STAFF FINDING: Due to the waiver request for alleys and not having a letter of certification from GVSUD in which they are listed as the proposed water and sewer provider, staff finds that the proposed Land Study does not meet this requirement for approval.

3. *The schedule of development is feasible and prudent and assures that the proposed development will progress to completion within the time limits proposed or allowed prior to Study/Plan expiration;*

STAFF FINDING: The Schryver tract is proposed as a single-phase subdivision. No development schedule was provided by the applicant. However, a Land Study is valid “for a period of five (5) years from the date of approval” per Section 20.3.2.D.2 of the UDC.

4. *If the land lies within the extra territorial jurisdiction and/or is part of an approved Development Agreement, the proposed Study/Plan conforms to the provision of the Development Agreement and is consistent with the incorporated Conceptual Plan or any development regulations contained in the approved Development Agreement; and*

STAFF FINDING: The subject property is located in Cibolo’s ETJ. No development agreement exists for the Schryver tract. Therefore, the proposed Land Study must comply with all applicable regulations in the City’s UDC.

5. *The location, size and sequence of the phases of development proposed assures orderly and efficient development of the land subject to the plan.*

STAFF FINDING: Although the Schryver tract is proposed as a single-phase subdivision, the applicant did not indicate the timing or sequencing of development in their Land Study submittal to ensure orderly and efficient development of the land.

STAFF RECOMMENDATION:

Staff and the City Engineer reviewed the Land Study and associated documents in accordance with the UDC. There are outstanding comments, including the waiver request for alleys and the missing LOC from GVSUD. Therefore, **Staff recommends DENIAL of this Land Study.**

Attachments

[Application](#)

[Land Study](#)

[City Engineer Letter](#)

[Property Map](#)



City of Cibolo

Planning Department
201 Loop 539 W/P.O. Box 826
Cibolo, TX 78108
Phone: (210) 658 - 9900

UNIVERSAL APPLICATION - LAND STUDY/MIXED USE PLAN

Please fill out this form completely, supplying all necessary information and documentation to support your request. *Please use a separate application for each submittal.* Your application will not be accepted until the application is completed and required information provided.

Project Name: Schryver Tract

Total Acres: 23.34 Survey Name: PEDRO SAN MIGUES SURVEY 256 Abstract No.: 227

Project Location (address): 5711 GREEN VALLEY RD

Current Zoning: ETJ Overlay: ☒ None ☐ Old Town ☐ FM 78

Proposed Zoning: N/A # of Lots: 92 # of Units: 1

Please Choose One: ☒ Single-Family ☐ Multi-Family ☐ Commercial ☐ Industrial

☐ Other

Current Use: PRIVATE RESIDENCE Total Proposed Square Footage: N/A

Proposed Use: SINGLE-FAMILY (Commercial/Industrial only)

Applicant Information:

Property Owner Name: Michele Gail Schryver

Address: 5711 GREEN VALLEY RD City: CIBOLO

State: TX Zip Code: 78108 Phone: 830-708-1966

Email: _____ Fax: _____

*Applicant (if different than Owner): KB HOME LONE STAR, INC.

* Letter of Authorization required

Address: 4800 Fredericksburg Rd. Suite 100 City: SAN ANTONIO

State: TX Zip Code: 78229 Phone: (210) 301-2821

Email: jtownsley@kbhome.com Fax: _____

Representative: CUDE ENGINEERS

Address: 4122 POND HILL RD. STE. 101 City: SAN ANTONIO

State: TX Zip Code: 78231 Phone: 210-681-2951

Email: smcfarland@cudeengineers.com Fax: _____

Authorization: By signing this application, you hereby grant Staff access to your property to perform work related to your application.

Jason Townsley
Owner or Representative's Signature

KB Homes - Jason Townsley
Typed / Printed Name

State of TEXAS

County of BEXAR

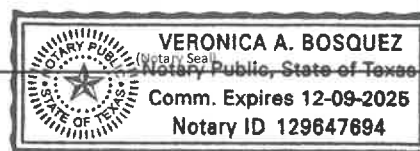
Before me, VERONICA BOSQUEZ, on this day personally appeared

JASON TOWNSLEY, to be the person(s) who is/are subscribed to the

foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of OCTOBER, 2024

Veronica A. Bosquez
Notary Public Signature



City of Cibolo
Use Only

Total Fees

Payment Method

Submittal Date

Accepted by

Case Number

LAND STUDY

PROJECT NAME:

Schryver Tract

ATTACHMENTS:

ENGINEERING REPORT

LAND STUDY EXHIBITS

CIBOLO FUTURE LAND USE AND THOROUGHFARE MAP

MTP – SCHRYVER TRACT

TIA THRESHOLD WORKSHEET

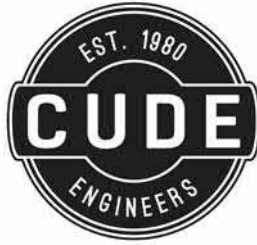
TAX CERTIFICATES

WILL SERVE LETTER

SURVEY

TITLE COMMITMENT

LETTER OF AGENT AND OWNERSHIP DOCS



Schryver Tract

PRELIMINARY ENGINEERING REPORT

October 2024

PREPARED FOR:

CITY OF CIBOLO
PLANNING DEPARTMENT
201 LOOP 539 W/P.O. BOX 826
CIBOLO, TEXAS 78108

DEVELOPER:

KB Home Lone Star Inc., A Texas Corporation
4800 Fredericksburg Rd. Suite 100
San Antonio, Texas 78229
Contact:
Jason Townsley
Senior Director of Land Development
210-301-2815
jtownsley@kbhome.com

I. PROJECT DESCRIPTION

This report is prepared on behalf of KB Home Lone Star Inc., A Texas Corporation for the Schryver Tract. The tract is approximately 23.34 acres and located within Cibolo ETJ at 5711 Green Valley RD.

- This property is **not** located within the corporate limits of the City of Cibolo.
- This property **is** located within the ETJ limits of the City of Cibolo.
- Per FEMA floodmap Panel 48187C0230F this property is **not** located adjacent to FEMA Floodplain.
- Subject Tract is currently in agricultural use with a residence.
- Current Site Zoning: OCL Proposed Site Zoning: N/A
- This property lies within the Upper Cibolo Creek watershed.
- This property is not a part of any master development plan.
- This property is located on the Marion NW USGS Quadrangle tile image from the 2012 CoSA imagery.

II. PURPOSE AND SCOPE

The purpose of this engineering report is to provide general information to the City of Cibolo for approval of a Land Study application for the Schryver Tract. Those areas of interest in further details are described below:

Cibolo is a community where residents collaborate to shape their civic future by promoting its rich history, preserving a small-town feel, and investing in balanced development.

FUTURE LAND USE MAP/ CITY MAJOR THOROUGHFARE PLAN

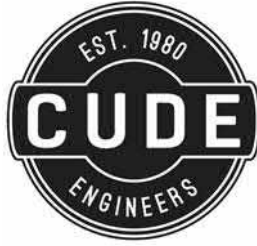
The subject tract lies within designated “Estate Residential” area of the “Future Land Use and Thoroughfare Map” as of September 10th, 2024. However, neighboring development to the north and west are planned for “Compact Residential” which our proposed development better falls under the Land Use Considerations laid out in the “Cibolo Tomorrow Comprehensive Plan”:

- Primary Use: Single Family Detached Homes
- Single Family lot size (range) up to 9,000 sq ft – Providing 45’x120’ lots, depth varies, 5,400 sf min.

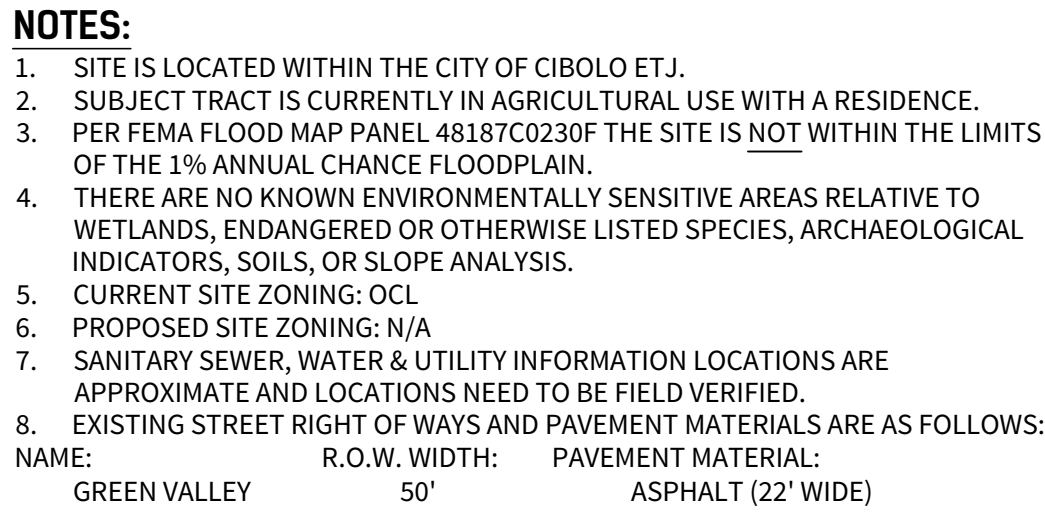
Schryver Tract is located off Green Valley Road which is an existing minor arterial. The Major Thoroughfare plan shows a proposed Collector Road (80’ ROW) running N-S within the property west of the subject tract. Please refer to the “MTP – Schryver Tract” exhibit.

DRAINAGE

The subject tract drains to two existing lows from a high point in the middle of the site. Detention is anticipated to be provided in order to release project peak flows at or below existing flow conditions. A comparison of proposed and existing flows, as well as planned detention locations can be found on E5 within the “Land Study Exhibits” section of this report. In addition to providing detention for drainage areas A2 and A3 as shown on E5, an interceptor channel is provided for off-site flows from the north of the subject tract which will divert detention and be released to match existing drainage flow patterns.

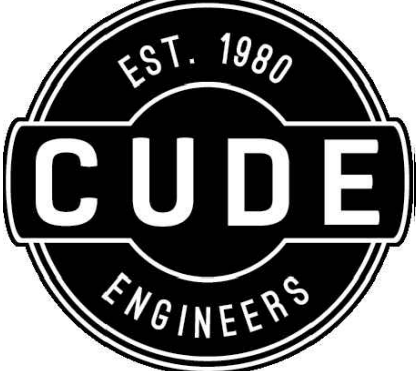


LAND STUDY EXHIBITS



SCALE: 1"=100'

A graphic scale bar showing 0, 100, and 200 feet. Above the bar is a north arrow pointing towards the top right of the page.

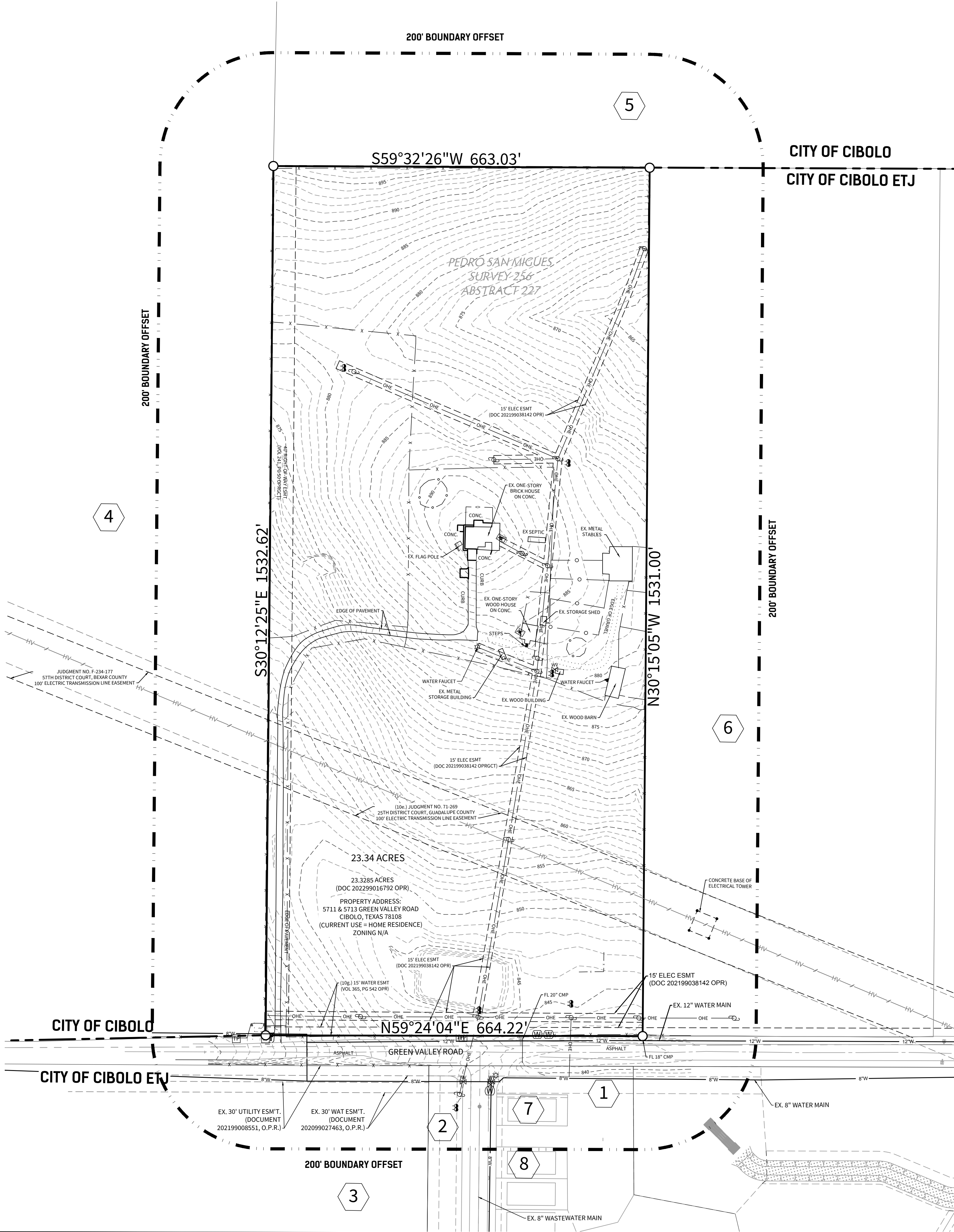


4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
T: (210) 681.2951 F: (210) 523.7112

SCHRYVER TRACT LAND STUDY

EXISTING CONDITIONS EXHIBIT

ADJACENT PROPERTY SUMMARY			
PROPERTY	OWNER	VOLUME	PAGE
1	LEGENDARY TRAILS HOMEOWNERS ASSOCIATION INC	19	578
2	LEGENDARY TRAILS HOMEOWNERS ASSOCIATION INC	19	578
3	MC DOWELL DONNA R	721	499
4	ILF N-T OWNER LP	2014	22581
5	ILF N-T OWNER LP	2014	22581
6	ORTIZ TEOFILO JR & MARIA T	2023	99029018
7	MERITAGE HOMES OF TEXAS LLC	19	578
8	MERITAGE HOMES OF TEXAS LLC	19	578



DATE
11/07/2024

PROJECT NO.
04200.004

DRAWN BY
JW

CHECKED BY
SPM

REVISIONS

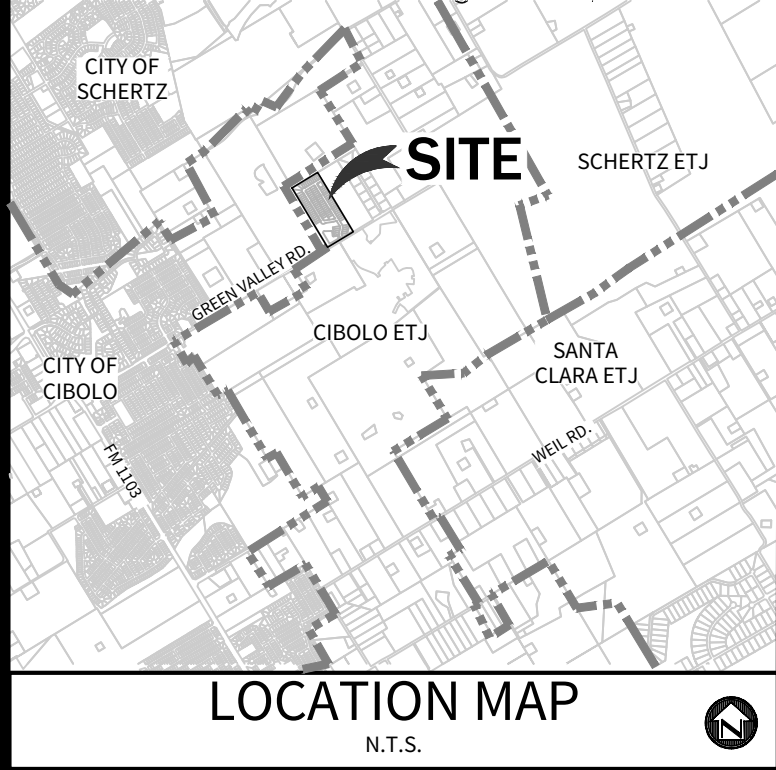
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CUDE ENGINEERS
TBPE No. 455
TBPLS No. 10048500

N/A

E1



- NOTES:**
1. SITE IS LOCATED WITHIN THE CITY OF CIBOLO ETJ.
 2. SUBJECT TRACT IS CURRENTLY IN AGRICULTURAL USE WITH A RESIDENCE.
 3. PER FEMA FLOOD MAP PANEL 48187C0230F THE SITE IS NOT WITHIN THE LIMITS OF THE 1% ANNUAL CHANCE FLOODPLAIN.
 4. CURRENT SITE ZONING: OCL
 5. ALL STREET LOCATIONS ARE SUBJECT TO CHANGE AND WILL BE FINALIZED DURING THE PLATTING PROCESS.
 6. ALL PROPOSED STREET RIGHT OF WAYS ARE 60' UNLESS OTHERWISE NOTED.
 7. OPEN SPACE WILL BE OWNED AND MAINTAINED BY HOME OWNERS ASSOCIATION.
 8. THIS DEVELOPMENT WILL PROVIDE INGRESS/EGRESS ACCESS TO THE ORTIZ AND ILF N-T OWNER LP TRACTS.
 9. THE LAND PLAN AS SHOWN ASSUMES THE ABILITY TO VACATE EXISTING 40' RIGHT OF WAY ESM'T (VOL. 241, PG. 50 OPRGCT) ALONG THE WESTERN BOUNDARY LINE.







OWNER / DEVELOPER

KB HOME
CONTACT PERSON: RYAN BERNHARD
4800 FREDERICKSBURG RD. SUITE 100
SAN ANTONIO, TX 78229
TEL: (210) 301-2821

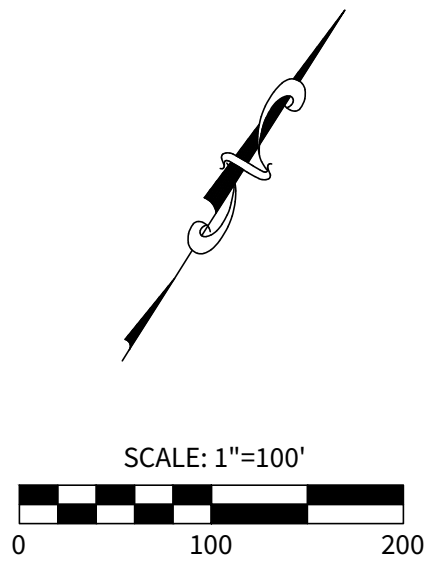
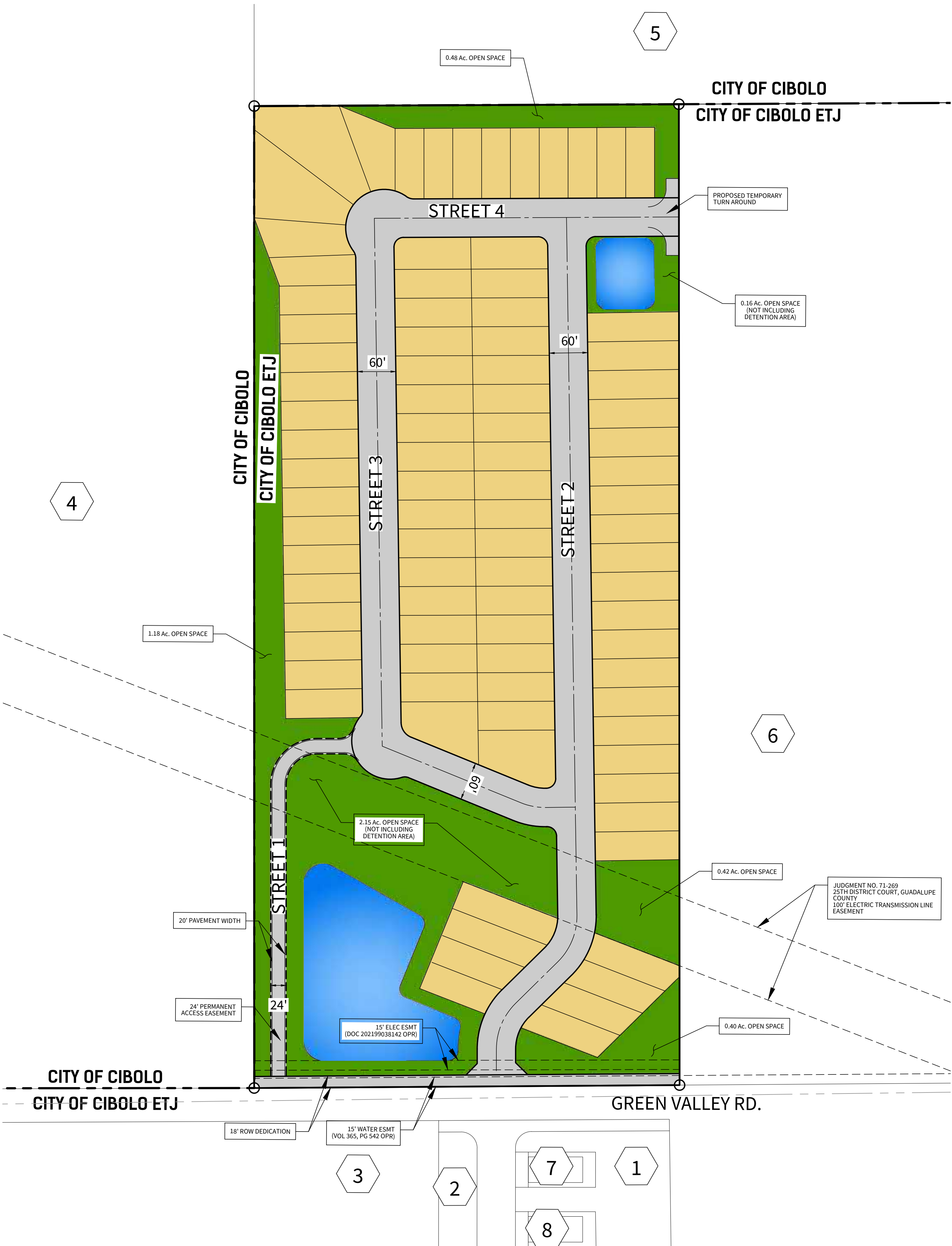
CIVIL ENGINEER:

M.W. CUDE ENGINEERS, L.L.C.
CONTACT PERSON: SEAN MCFARLAND, P.E.
4122 POND HILL ROAD, SUITE 101
SAN ANTONIO, TX 78231
TEL: (210) 681-2951
FAX: (210) 523-7112

LEGEND:

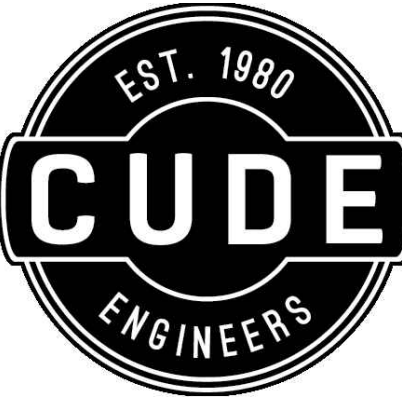
-  SITE BOUNDARY
-  CITY LIMIT BOUNDARY
-  45' LOTS
-  ROW
-  OPEN SPACE
-  DETENTION

ADJACENT PROPERTY SUMMARY			
PROPERTY	OWNER	VOLUME	PAGE
1	LEGENDARY TRAILS HOMEOWNERS ASSOCIATION INC	19	578
2	LEGENDARY TRAILS HOMEOWNERS ASSOCIATION INC	19	578
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6	ORTIZ TEOFILO JR & MARIA T	2023	99029018
7	MERITAGE HOMES OF TEXAS LLC	19	578
8	MERITAGE HOMES OF TEXAS LLC	19	578



DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/AC.
SFR	91	12.34	7.37
ROW	N/A	4.79	N/A
*OPEN SPACE	5	4.79	N/A
DETENTION	2	1.42	N/A
**TOTAL	96	23.34	4.11
* MIN. REQUIRED PARKLAND DEDICATION = 8% OF THE OVERALL TRACT (1.87 Ac.). SEE ABOVE OPEN SPACE BEING PROPOSED.			
** TOTAL LOT COUNT IS BASED OFF RESIDENTIAL LOTS AND OPEN SPACE (900 LOTS). DETENTION WILL BE PROVIDED WITHIN PROPOSED OPEN SPACE LOTS.			

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4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
P:(210) 681.2951 F:(210) 523.7112

SCHRYVER TRACT LAND STUDY

PROPOSED CONDITIONS EXHIBIT

DATE

11/07/2024

PROJECT NO.
04200.004

DRAWN BY
JW

CHECKED BY
SPM

REVISIONS

- 1.
- 2.
- 3.
- 4.
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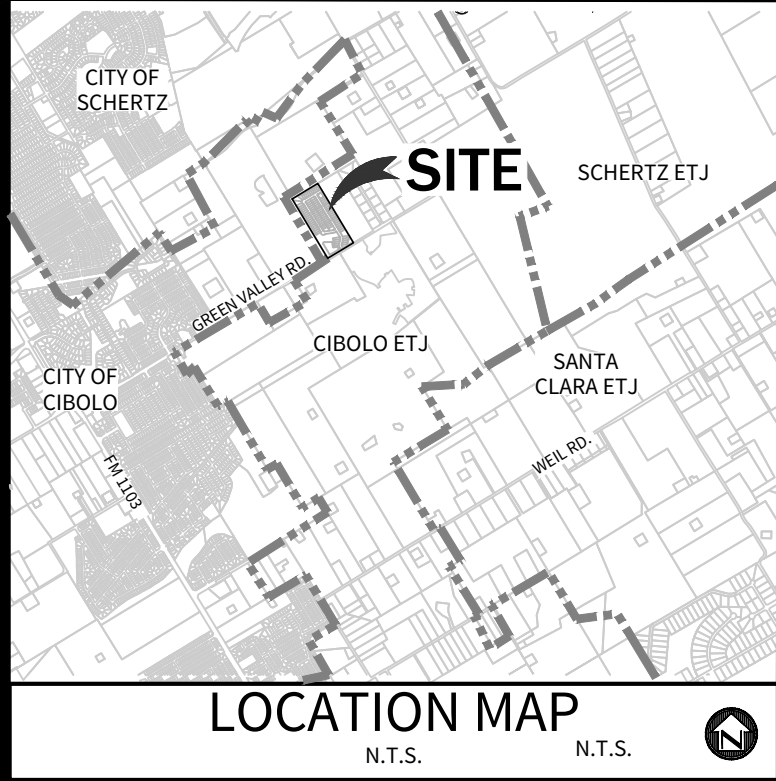
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CUDE ENGINEERS
TBPE No. 455
TBPLS No. 10048500

PLAT NO.

SAWS JOB NO.

E2



OWNER / DEVELOPER

KB HOME
CONTACT PERSON: RYAN BERNHARD
4800 FREDERICKSBURG RD, SUITE 100
SAN ANTONIO, TX 78229
TEL: (210) 301-2821

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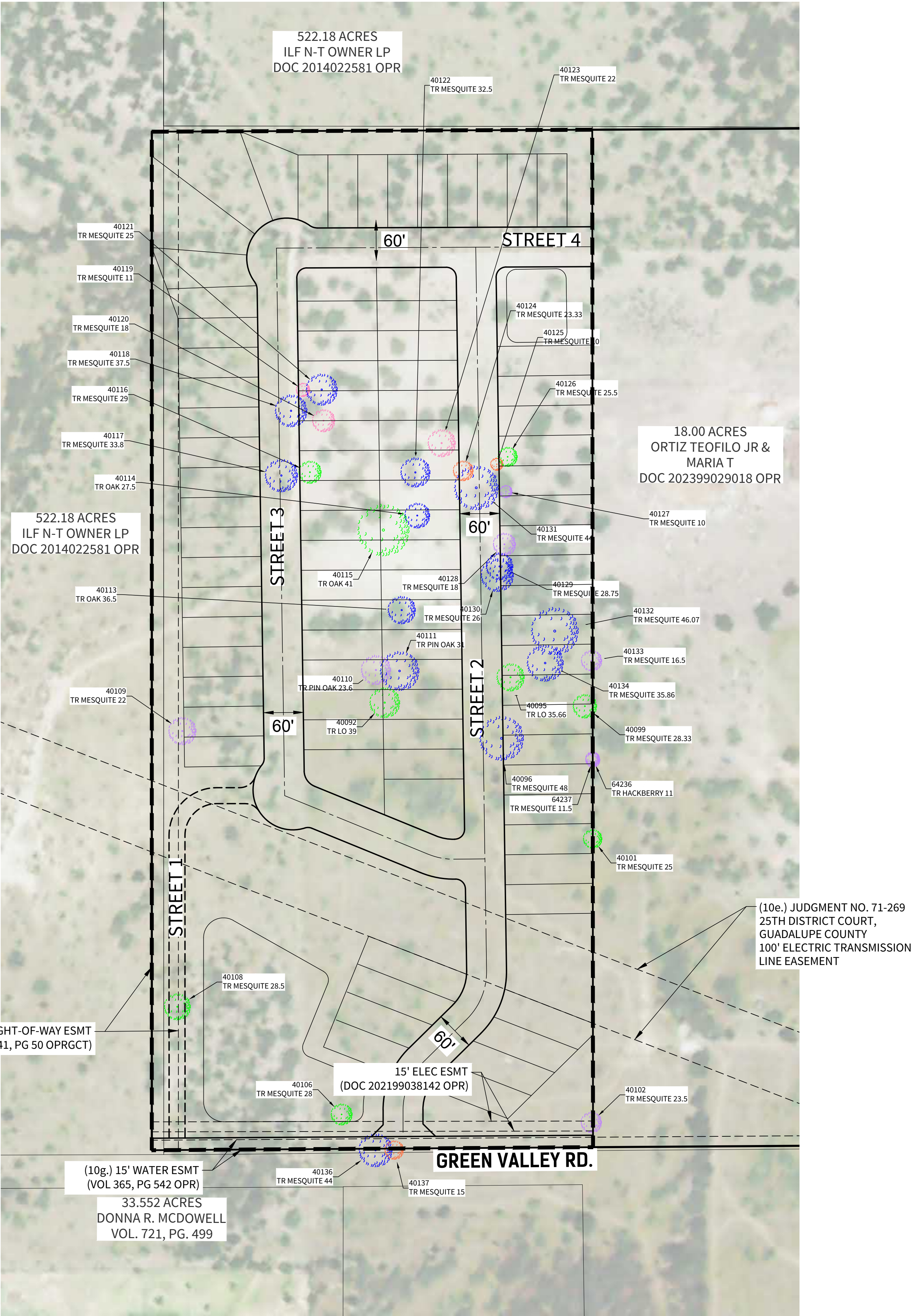
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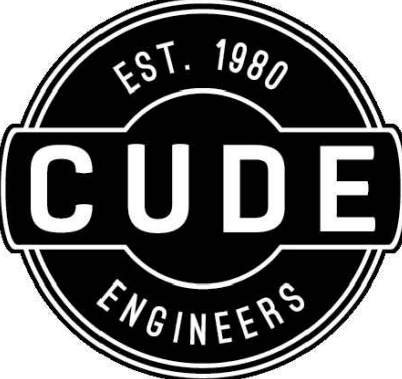
- = SUBDIVISION BOUNDARY
- = CITY LIMIT BOUNDARY
- = EX. EASEMENTS
- = PROPOSED SECONDARY ACCESS EASEMENT

- HERITAGE TREE TO BE PRESERVED
- HERITAGE TREE TO BE REMOVED
- PROTECTED TREE TO BE PRESERVED
- PROTECTED TREE TO BE REMOVED
- EXEMPT TREE TO BE REMOVED

SIGNIFICANT TREE PRESERVATION LIST							
Point	Species	EXEMPT (ROW,ESMTS)	EXEMPT REMOVED	NON-EXEMPT	NON-EXEMPT REMOVED	EXEMPT PRESERVED	NON EXEMPT PRESERVED
40102	MESQUITE			23.5			23.5
40109	MESQUITE			22			22
40110	PIN OAK			23.6			23.6
40119	MESQUITE	11	11				
40120	MESQUITE			18	18		
40123	MESQUITE			22	22		
40124	MESQUITE	23.33	23.33				
40125	MESQUITE	10	10				
40127	MESQUITE			10			10
40128	MESQUITE			18			18
40133	MESQUITE	16.5					16.5
40137	MESQUITE	15	15				
64236	HACKBERRY			11		11	
64237	MESQUITE			11.5		11.5	
Total		75.83	59.33	159.6	40	22.5	113.6

HERITAGE TREE PRESERVATION LIST							
Point	Species	EXEMPT (ROW)	EXEMPT REMOVED	NON-EXEMPT	NON-EXEMPT REMOVED	EXEMPT PRESERVED	NON EXEMPT PRESERVED
40092	LO			39			39
40095	LO			35.66			35.66
40096	MESQUITE	48	48				
40099	MESQUITE			28.33			28.33
40101	MESQUITE			25			25
40106	MESQUITE			28			28
40108	MESQUITE			28.5			28.5
40111	PIN OAK			31			31
40113	OAK			36.5	36.5		
40114	OAK			27.5	27.5		
40115	OAK			41			41
40116	MESQUITE			29			29
40117	MESQUITE	33.8	33.8				
40118	MESQUITE	37.5	37.5				
40121	MESQUITE			25	25		
40122	MESQUITE			32.5	32.5		
40126	MESQUITE			25.5			25.5
40129	MESQUITE			28.75	28.75		
40130	MESQUITE	26	26				
40131	MESQUITE	44	44				
40132	MESQUITE			46.07	46.07		
40134	MESQUITE	35.86	35.86				
40136	MESQUITE	44	44				
Total		269.16	269.16	507.31	196.32	0	310.99





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SCHRYVER TRACT LAND STUDY

WATER AND SANITARY SEWER
MASTER PLAN EXHIBIT

DATE

11/07/2024

PROJECT NO.
04200.004

DRAWN BY
JW

CHECKED BY
SPM

REVISIONS

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TBPLS No. 10048500

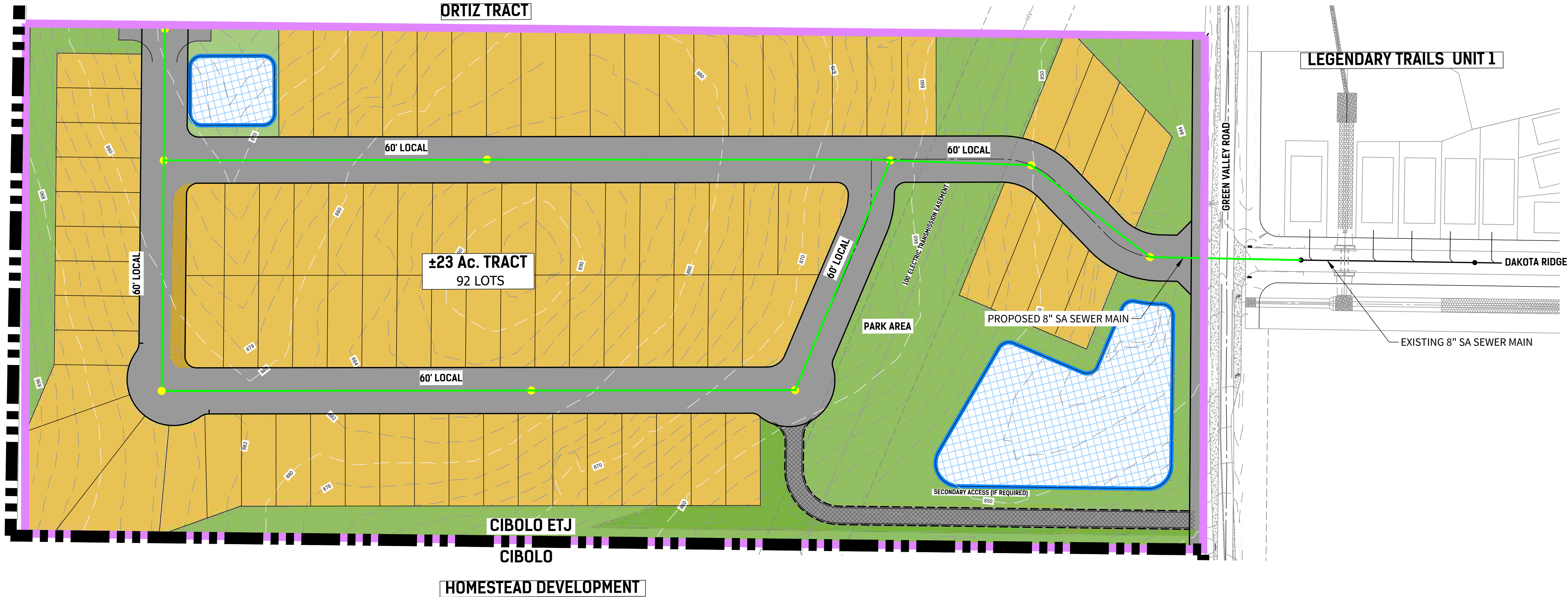
PLAT NO.

SAWS JOB NO.

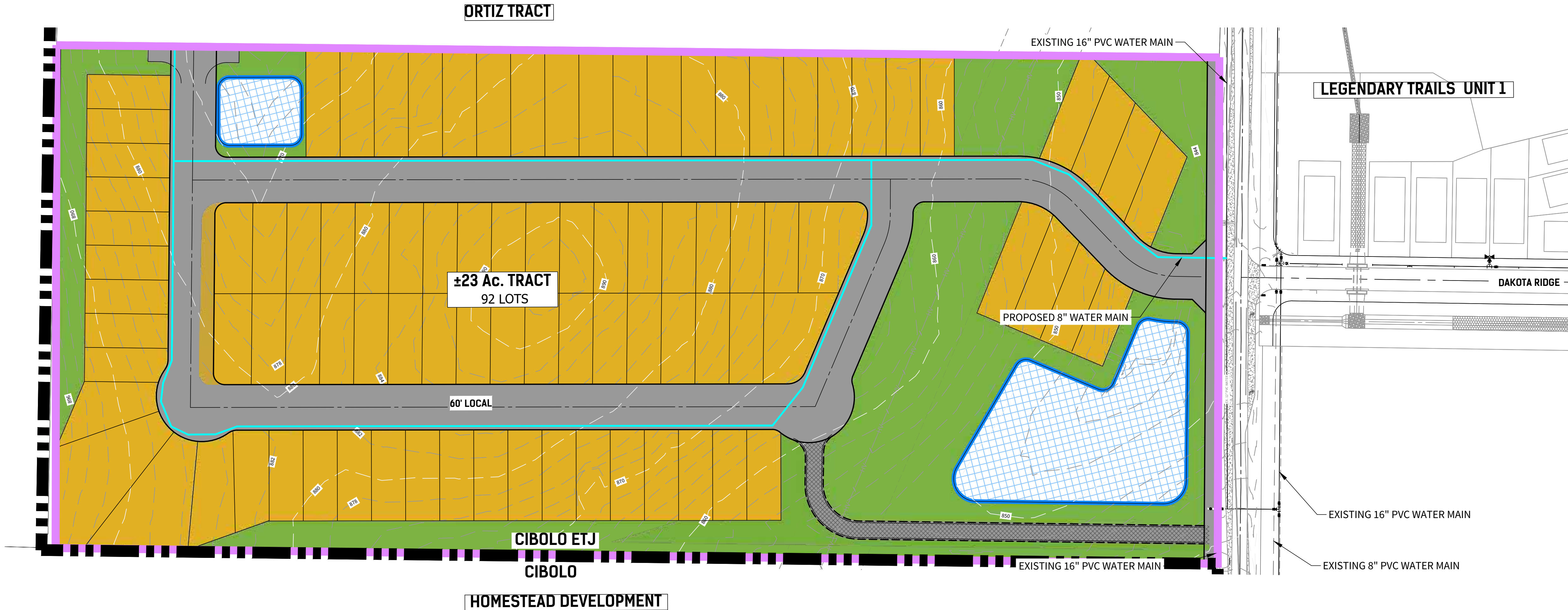
E4

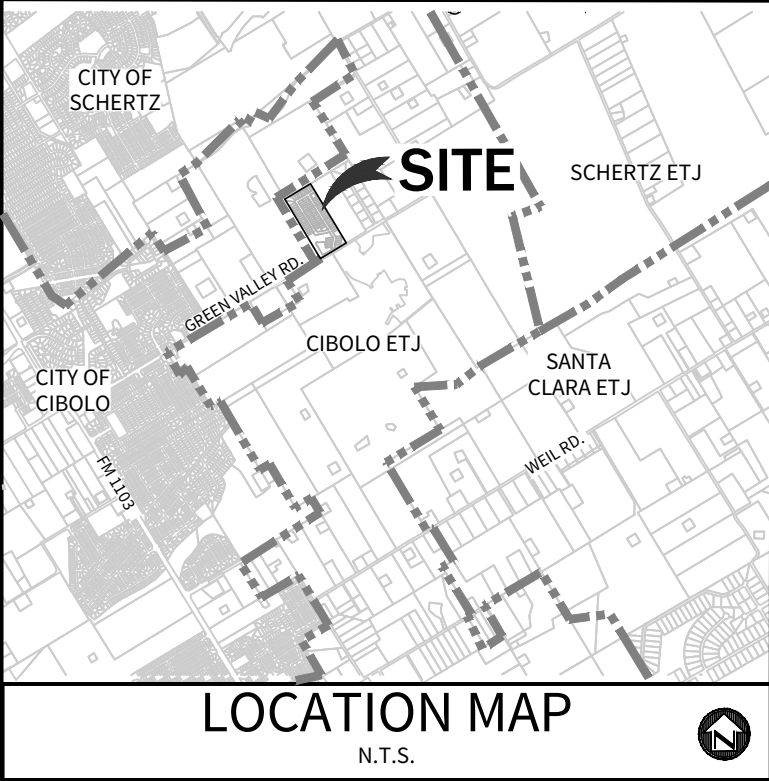
OF

SANITARY SEWER MASTER PLAN



WATER MASTER PLAN





OWNER / DEVELOPER

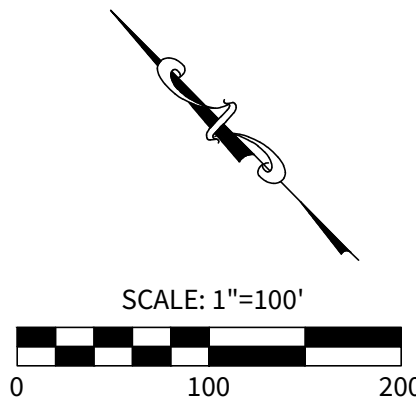
KB HOME
CONTACT PERSON: RYAN BERNHARD
4800 FREDERICKSBURG RD, SUITE 100
SAN ANTONIO, TX 78229
TEL: (210) 301-2821

CIVIL ENGINEER:

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4122 POND HILL ROAD, SUITE 101
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TEL: (210) 681-2951
FAX: (210) 523-7112

LEGEND:

- = SUBDIVISION BOUNDARY
--- = DRAINAGE AREA
--- = CITY LIMIT BOUNDARY
--- = Tc FLOW PATH
(XX) = ACCUMULATION POINT

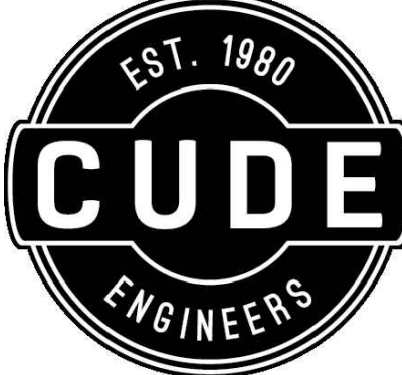


Project Name: Schryver Tract Calculation Summary for Time of Concentrations & Project Flow (EXISTING CONDITIONS)															Preci		PA2									
HYDROLOGY				Sheet Flow Tc Computations						Shallow Conc. Tc Computations				Concentrated Tc Computations			Overall	INTENSITY			Q FLOW					
Drainage Shed	Shed Area (Ac.)	AREA OF ACCUMULATION (Ac.)	C	Length < 300'	Paved (Y or N)	Upstream Elev.	Downstream Elev.	Slope	Time of Concentration	Length < 650'	Paved (Y or N)	Downstream Elev.	Slope	Time of Concentration	Length	Velocity (fps)	Time of Concentration	Time of Concentration (min)	I5	I25	I100	Q5	Q25	Q100	Drainage Shed	
A1A	4.17	= A1A	0.53	300.00	N	940.00	909.00	10.33%	14.87	137.00	N	896.00	9.49%	0.46	455.00	.6	1.26	16.59	5.04	7.01	8.76	11.14	15.49	19.36	A1A	
A1B	0.94	= A1B	0.53	300.00	N	940.00	909.00	10.33%	14.87	187.00	N	896.50	6.68%	0.74	135.00	.6	0.38	15.98	5.14	7.15	8.94	2.56	3.56	4.45	A1B	
A2	6.91	= A2	0.47	130.00	N	900.00	896.00	1.54%	15.42						361.00	.6	1.00	16.43	5.07	7.04	8.81	16.47	22.86	28.61	A2	
A3	12.62	= A3	0.49	130.00	N	900.00	896.00	1.54%	15.42						787.00	.6	2.19	17.61	4.89	6.79	8.48	30.24	41.99	52.44	A3	



Project Name: Schryver Tract Calculation Summary for Time of Concentrations & Project Flow (PROPOSED CONDITIONS)																			Preci		PA2				
HYDROLOGY				Sheet Flow Tc Computations						Shallow Conc. Tc Computations					Concentrated Tc Computations			Overall	INTENSITY			Q FLOW			
Drainage Shed	Shed Area (Ac.)	AREA OF ACCUMULATION (Ac.)	C	Length < 300'	Paved (Y or N)	Upstream Elev.	Downstream Elev.	Slope	Time of Concentration	Length < 650'	Paved (Y or N)	Downstream Elev.	Slope	Time of Concentration	Length	Velocity (fps)	Time of Concentration	Time of Concentration (min)	I5	I25	I100	Q5	Q25	Q100	Drainage Shed
A1A	4.17	= A1A	0.53	300.00	N	940.00	909.00	10.33%	14.87	137.00	N	896.00	9.49%	0.46	455.00	6	1.26	16.59	5.04	7.01	8.76	11.14	15.49	19.36	A1A
A1B	0.94	= A1B	0.53	300.00	N	940.00	909.00	10.33%	14.87	187.00	N	896.50	6.68%	0.74	135.00	6	0.38	15.98	5.14	7.15	8.94	2.56	3.56	4.45	A1B
A2	6.91	= A2	0.72	130.00	N	900.00	898.00	1.54%	15.42						361.00	6	1.00	16.43	5.07	7.04	8.81	25.22	35.03	43.83	A2
A3	12.62	= A3	0.70	130.00	N	900.00	898.00	1.54%	15.42						787.00	6	2.19	17.61	4.89	6.79	8.48	43.20	59.98	74.91	A3

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San Antonio, Texas 78231
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SCHRYVER TRACT LAND STUDY

PRELIMINARY DRAINAGE MASTER PLAN

DATE

11/07/2024

PROJECT NO.
04200.004

DRAWN BY
JW

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SPM

REVISIONS

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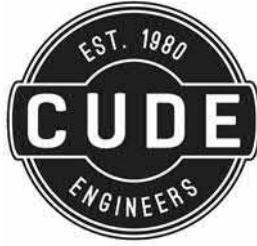
CUDE ENGINEERS

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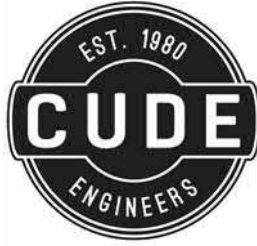
PLAT NO.

SAWS JOB NO.

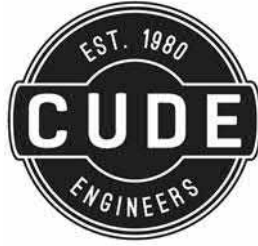
E5



CIBOLO FUTURE LAND USE AND THOROUGHFARE MAP



MTP – SCHRYVER TRACT



TIA THRESHOLD WORKSHEET

Traffic Impact Analysis (TIA) Threshold Worksheet

Complete this form as an aid to determining if your project requires a Traffic Impact Analysis Study.

Project Name: Schryver Tract		Threshold Worksheet Prepared by:	
Project Location: Along Green Valley Road East of FM 1103		Company: Legacy Engineering Group	<input type="checkbox"/> Owner or <input type="checkbox"/> Owner's Agent
Date: 10/8/2024		Address: 7800 W Interstate 10, Ste 830, San Antonio, Texas, 78230	
		Email: Mike.Garza@leg-llc.com	Phone: 210-660-1960

Permit Type or Reason for TIA Study Worksheet (Check one and indicate the number if known)

<input type="checkbox"/> Zoning (Unzoned (ETJ))	<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> Plat	<input type="checkbox"/> Mixed Use	<input type="checkbox"/> Other
---	---	-------------------------------	------------------------------------	--------------------------------

Proposed Type of Development (Multi-building development or multi-occupancies may require additional circulation sheets to determine total peak hour trips)

Anticipated Land/Building Use/Zoning	Project Size			Critical Peak Hour	Peak Hour Trip Rate (PHT) Rate	Peak Hour Trips (PHT)	Trip Rate Source
Single-Family Residential	Acres	GFA	# of Units	PM	0.94	105	ITE Code: 210

Previous Development on Site (Required for land with previous/current buildings occupied within 1 year of submittal or if for zoning property)

Previous Land/Building Use/Zoning	Size			Critical Peak Hour	Peak Hour Trip Rate (PHT) Rate	Peak Hour Trips (PHT)	Trip Rate Source
	Acres	GFA	# of Units				ITE Code:

Previous TIA Report (If property has a TIA on file)

Peak Hour Trips Projected in TIA on File	Peak Hour Trips Projected in Updated Development Plan

Difference in PHT: Proposed PHT - Previous Development's PHT or TIA PHT

Increase in Peak Hour Trips
(If an increase of 75 PHT or an increase of 10% of the total PHT, a new TIA is required)

Turn Lane Requirements for Developments with Less Than 75 PHT (For developments with 75 or more PHT, this analysis will be included in the TIA)

Requirement	Right-turn lanes required at (Identify street/cornerway name)	Left-turn lanes required at (Identify street/cornerway name)
Median Openings	N/A	<input type="checkbox"/> _____ <input type="checkbox"/> None
Driveways or streets with a daily entering right- or left-turn traffic volume of 600 vehicle trips or 50 vehicle peak hour trips	<input type="checkbox"/> _____ <input type="checkbox"/> None	<input type="checkbox"/> _____ <input type="checkbox"/> None
Required by TxDOT	<input type="checkbox"/> _____ <input type="checkbox"/> None	<input type="checkbox"/> _____ <input type="checkbox"/> None
Where unsafe conditions may exist (limited sight distance, high speed, excessive grade, etc.)	<input type="checkbox"/> _____ <input type="checkbox"/> None	<input type="checkbox"/> _____ <input type="checkbox"/> None

Comments

(For Official Use Only, Do Not Write in this Box)

☐ TIA report is required. ☒ A TIA report is not required. The traffic generated by the proposed development does not exceed the threshold requirements.

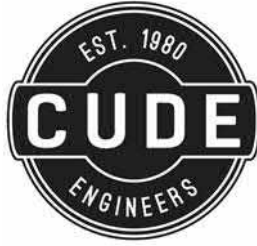
☐ The traffic impact analysis has been updated for the following reasons:

Reviewed by:

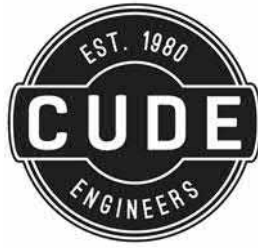
Date:

NOTE: GFA = Gross Floor Area (including ramp)

ITE = Institute of Transportation Engineers, Traffic Generation, 10th Edition, 825 School Street, 3rd Fl., San Antonio, Texas, 78215-1722; (210) 344-1000



TAX CERTIFICATES



WILL SERVE LETTERS



10/2/24

Sean McFarland,
Cude Engineers
4122 Pond Hill Rd, Ste. 101,
San Antonio, TX 78231
210.681.2951 x 119

Re: May Serve Letter by Charter Communications

Thank you for your interest in receiving Charter service. The purpose of this letter is to confirm that the property at **Green Valley Rd and Dakota Ridge, Cibolo, TX 78108** is within an area that Charter may lawfully serve. However, it is not a commitment to provide service to the Property. Prior to any determination as to whether service can or will be provided to the Property, Charter will conduct a survey of the Property and will need the following information from you:

- Exact site address and legal description
- Is this an existing building or new construction?
- Site plans, blue prints, plat maps or any similar data
- The location of any existing utilities or utility easements
- _____

Please forward this information to **Email:** Stx.NewDevelopment@charter.com Upon receipt, a Charter representative will be assigned to you to work through the process. Ultimately, a mutually acceptable service agreement for the Property will be required and your cooperation in the process is appreciated.

For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to Email: Stx.NewDevelopment@charter.com. Please share this information with whoever needs these services.

Sincerely,
Jamie Craig
Jamie Craig



September 12, 2024

RE: Sean McFarland
Cude Engineers
4122 Pond Hill Rd., Ste. 101
San Antonio, TX 78231
Parcel ID- 67942, 67943

The above-mentioned tract(s) is in the Guadalupe Valley Electric Cooperative certified service territory. GVEC can provide electric service to this property pending agreements with the developer as set forth in GVEC's tariffs.

Sincerely,

Casie Boos
Project Coordinator

cboos@gvec.org

830.857.5127

6400 IH 10 W

Seguin, Texas 78155



September 16, 2024

**Availability of natural gas service at:
Schryver Tract
Green Valley Rd. & Dakota Ridge – Cibolo, TX**

Dear Sean McFarland,

This is to inform you that natural gas is available to serve the above-mentioned development.

CenterPoint Energy provides gas service up to the meter. Please provide us with a master plan and easement information in CAD format (2010), once it is available, so we may begin our design. At times, we can arrange to serve the entire development at no cost to the developer. As the development moves forward, please update us with the most current plats and designs for each unit.

I look forward to working with you to provide natural gas, the most energy efficient fuel source for your development.

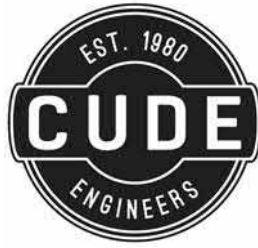
If you have any questions or require additional information, please call me at (830) 340-1209 or e-mail michael.gooden@centerpointenergy.com.

Appreciatively,

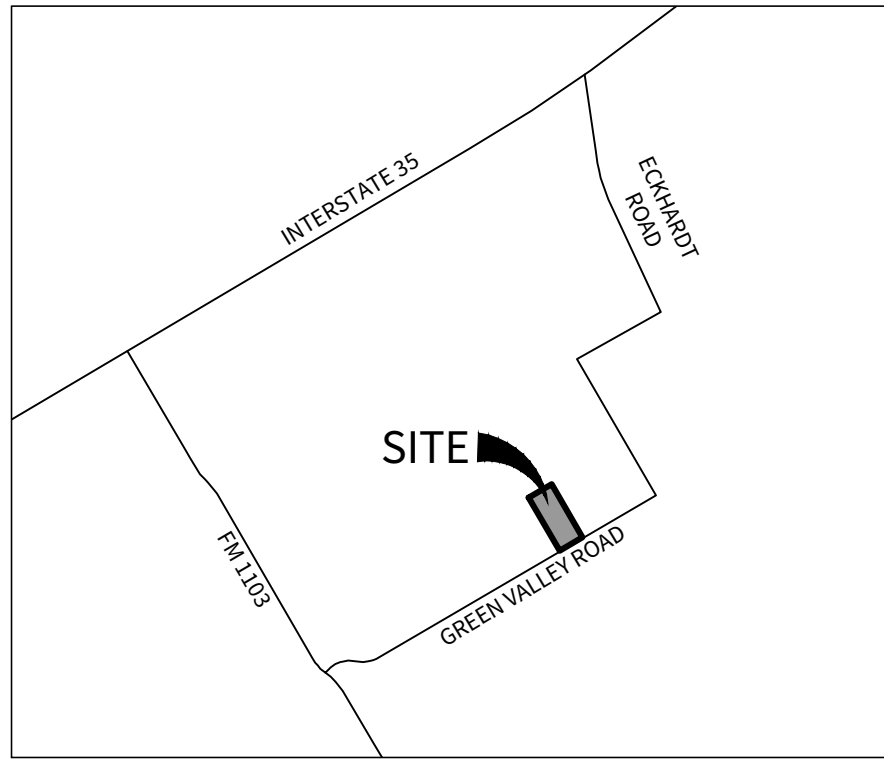
Michael Gooden, Sr.
Developer Coordinator | Business Development So. TX
830.340.1209 c. | 830.643.6912 o.

michael.gooden@centerpointenergy.com





SURVEY



LOCATION MAP

LINE LEGEND

- o — = ORNAMENTAL FENCE
- x — = BARBED WIRE FENCE
- y — = WOOD FENCE
- ohe — = OVERHEAD ELECTRIC

LEGEND

- POB = POINT OF BEGINNING
- OPR = OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
- Δ = CALCULATED POINT
- = FOUND AS NOTED
- ⊠ = AIR CONDITIONER
- ⊙ = CLEANOUT
- ⊙ = GUY ANCHOR
- ⊙ = LIGHT POLE
- ⊙ = UTILITY POLE
- ⊙ = SIGN
- ⊙ = TELEPHONE PEDESTAL
- ⊙ = HOSE BIB
- ⊙ = FLAGPOLE
- ⊙ = MAILBOX

REFERENCES:

THIS SURVEY WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELYING ON THE TITLE COMMITMENT LISTED BELOW.

TITLE COMMITMENT: G.F. # 24-060391

ALAMO TITLE INSURANCE

DATE ISSUED: SEPTEMBER 12, 2024

EFFECTIVE DATE: AUGUST 28, 2024

ONLY THOSE MATTERS AFFECTING THE AREA OF SUBJECT PROPERTY IDENTIFIED IN THIS TITLE COMMITMENT ARE SHOWN.

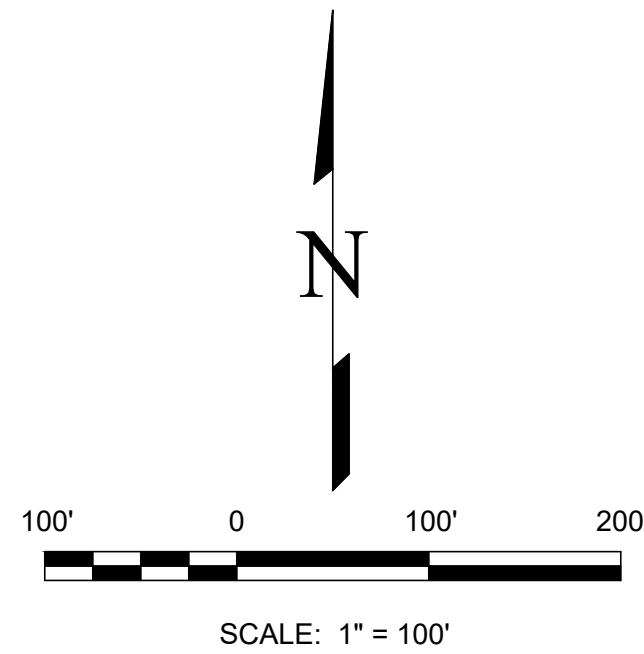
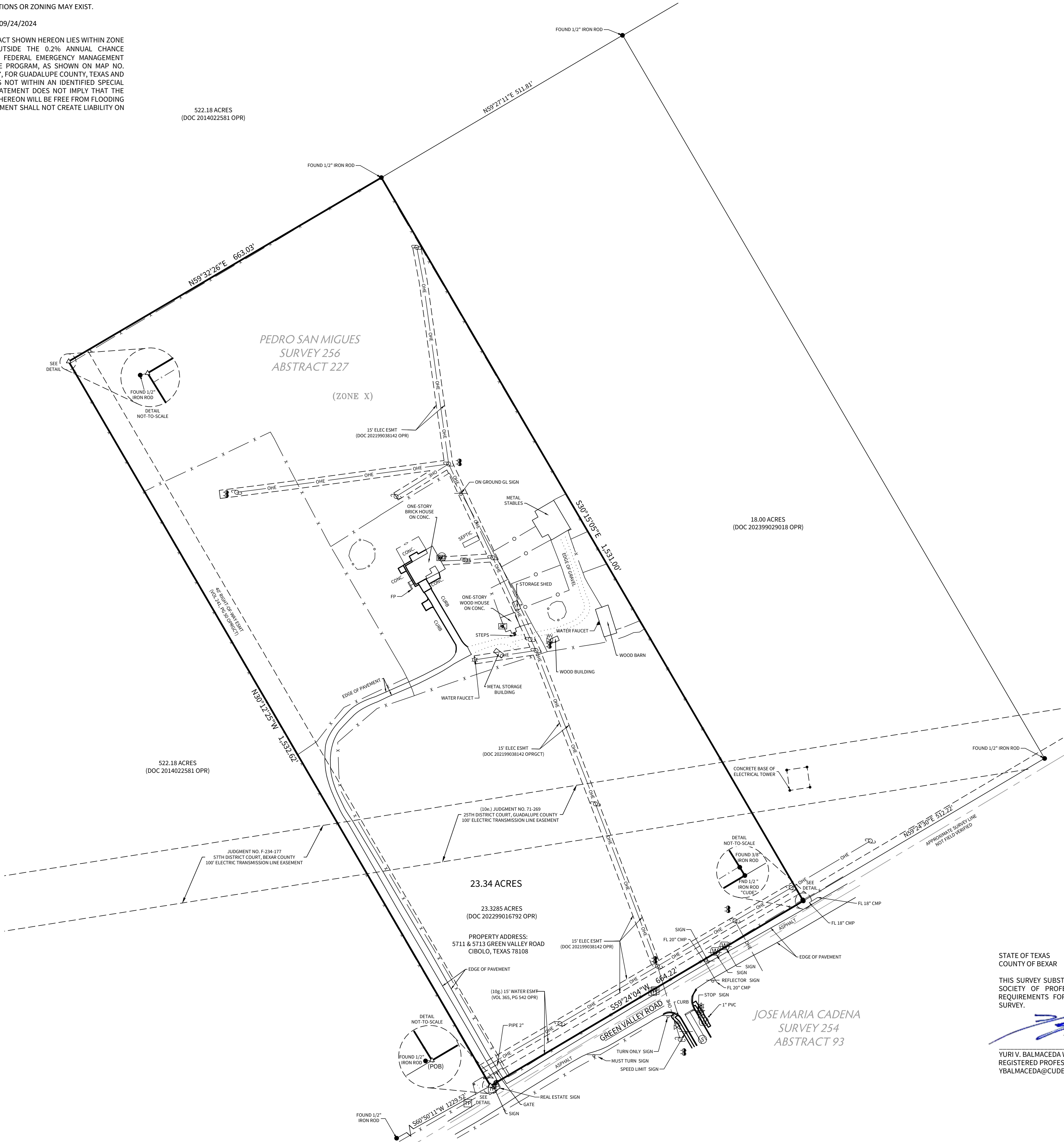
SCHEDULE B (ONLY THOSE MATTERS IN TITLE COMMITMENT ARE ADDRESSED BELOW):

- RIGHT OF WAY EASEMENT GRANTED TO GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC., RECORDED IN DOCUMENT NO. 2017024822, AND DOCUMENT NO. 2017013688, AMENDED UNDER DOCUMENT NO. 202199038142, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS. (APPLIES-NOT PLOTTABLE)
- EASEMENT GRANTED TO COMAL POWER COMPANY, RECORDED IN VOLUME 85, PAGE 262, DEED RECORDS, GUADALUPE COUNTY, TEXAS. (BLANKET)
- EASEMENT FOR ELECTRIC TRANSMISSION SYSTEM GRANTED TO CITY OF SAN ANTONIO IN CONDEMNATION PROCEEDINGS IN CIVIL NO. 71-269, 25TH JUDICIAL DISTRICT COURT, GUADALUPE COUNTY, TEXAS, REFERENCED IN VOLUME 718, PAGE 487, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS. (APPLIES-SHOWN)
- EASEMENT GRANTED TO THE TEXAS PIPE LINE COMPANY, RECORDED IN VOLUME 104, PAGE 124, DEED RECORDS, GUADALUPE COUNTY, TEXAS. (BLANKET-UNABLE TO LOCATE)
- EASEMENT GRANTED TO GREEN VALLEY WATER SUPPLY CORPORATION, RECORDED IN VOLUME 365, PAGE 542, DEED RECORDS, GUADALUPE COUNTY, TEXAS. (APPLIES-SHOWN)
- INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT DATED SEPTEMBER 27, 1994, RECORDED OCTOBER 3, 1994 AT VOLUME 1117, PAGE 657, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, OF THE OFFICIAL RECORDS OF COUNTY, TEXAS. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS. NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTEREST(S) EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (NOT SURVEY RELATED)
- INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT DATED AUGUST 8, 1980, RECORDED AUGUST 15, 1980 AT VOLUME 603, PAGE 225, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, OF THE OFFICIAL RECORDS OF COUNTY, TEXAS. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS. NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTEREST(S) EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (NOT SURVEY RELATED)
- INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT DATED SEPTEMBER 17, 1984, RECORDED SEPTEMBER 19, 1984 AT VOLUME 718, PAGE 487, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, OF THE OFFICIAL RECORDS OF COUNTY, TEXAS. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS. NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTEREST(S) EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (NOT SURVEY RELATED)
- LEASE FOR COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, DATED SEPTEMBER 11, 1979, BY AND BETWEEN MARY DOROTHY BARR, A WIDOW, AS LESSOR, AND GARY HAGMAN, AS LESSEE, RECORDED OCTOBER 19, 1979 AT VOLUME 586, PAGE 709, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS. NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTEREST(S) EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (NOT SURVEY RELATED)
- LEASE FOR COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, DATED NOVEMBER 29, 1973, BY AND BETWEEN WILLARD D. BARR AND WIFE, MARY DOROTHY BARR, AS LESSOR, AND FRED M. GARRETT, AS LESSEE, RECORDED OCTOBER 23, 1974 AT VOLUME 492, PAGE 539, DEED RECORDS, GUADALUPE COUNTY, TEXAS. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS. NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTEREST(S) EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (NOT SURVEY RELATED)
- LEASE FOR COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, DATED DECEMBER 6, 1973, BY AND BETWEEN WILLARD D. BARR AND WIFE, MARY DOROTHY BARR, AS LESSOR, AND FRED M. GARRETT, AS LESSEE, RECORDED OCTOBER 23, 1974 AT VOLUME 492, PAGE 536, DEED RECORDS, GUADALUPE COUNTY, TEXAS. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS. NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTEREST(S) EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (NOT SURVEY RELATED)

NOTES:

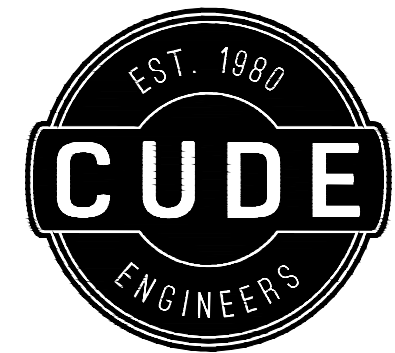
- BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES USING A COMBINED SCALE FACTOR OF 1.00016.
- SETBACKS OR EASEMENTS PER RESTRICTIONS OR ZONING MAY EXIST.
- THE FIELD WORK WAS COMPLETED ON 09/24/2024
- BY GRAPHICAL PLOTTING ONLY, THE TRACT SHOWN HEREON LIES WITHIN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48187C0230F, DATED NOVEMBER 2, 2007, FOR GUADALUPE COUNTY, TEXAS AND INCORPORATED AREAS. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

522.18 ACRES
(DOC 2014022581 OPR)



SCALE: 1" = 100'

CUDEENGINEERS.COM



4122 POND HILL RD. • SUITE 101
SAN ANTONIO, TEXAS 78231
T:210.681.2951 • F:210.523.7112
WWW.CUDEENGINEERS.COM
TBPELS FIRM #10048500 • TBPE FIRM #455

LAND TITLE SURVEY

23.34 ACRES OF LAND LOCATED IN THE PEDRO SAN MIGUEL SURVEY 256, ABSTRACT 227, GUADALUPE COUNTY, TEXAS AND BEING ALL OF A CALLED 23.3285 ACRE TRACT OF LAND RECORDED IN DOCUMENT 202299016792 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS

DATE

10/03/2024

PROJECT NO.

04002.004

DRAWN BY

DB

CHECKED BY

YVB

REVISIONS

-
-
-
-
-
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-
-

V-1



**LEGAL DESCRIPTION
23.34 ACRES OF LAND**

23.34 ACRES OF LAND LOCATED IN THE PEDRO SAN MIGUEL SURVEY 256, ABSTRACT 227, GUADALUPE COUNTY, TEXAS AND BEING ALL OF A CALLED 23.3285 ACRE TRACT OF LAND RECORDED IN DOCUMENT 202299016792 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; SAID 23.34 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A CALCULATED POINT ON THE NORTH RIGHT-OF-WAY LINE OF GREEN VALLEY ROAD, A SOUTHEAST CORNER OF A CALLED 522.18 ACRE TRACT RECORDED IN DOCUMENT 2014022581 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, THE SOUTH CORNER OF SAID 23.3285 ACRE TRACT AND THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 1/2" IRON ROD BEARS S 69°53'01" W, A DISTANCE OF 0.86 FEET AND FROM WHICH A FOUND 1/2" IRON ROD BEARS S 60°50'11" W, A DISTANCE OF 1,229.52 FEET TO A SOUTH CORNER OF SAID 522.18 ACRE TRACT;

THENCE, DEPARTING THE NORTH RIGHT-OF-WAY LINE OF GREEN VALLEY ROAD, ALONG AND WITH THE COMMON BOUNDARY LINE OF SAID 23.3285 ACRE TRACT AND SAID 522.18 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

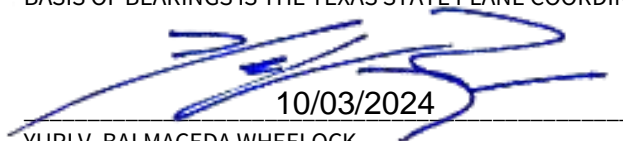
N 30°12'25" W, A DISTANCE OF 1,532.62 FEET TO A CALCULATED POINT, THE NORTH CORNER OF SAID 23.3285 ACRE TRACT FROM WHICH A FOUND 1/2" IRON ROD BEARS S 80°27'15" W, A DISTANCE OF 0.58 FEET;

N 59°32'26" E, A DISTANCE OF 663.03 FEET TO A FOUND 1/2" IRON ROD, THE NORTH CORNER OF SAID 23.3285 ACRE TRACT AND THE WEST CORNER OF A 18.00 ACRE TRACT RECORDED IN DOCUMENT 202399029018 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, FROM WHICH A FOUND 1/2" IRON ROD BEARS N 59°27'11" E, A DISTANCE OF 511.81 FEET TO THE NORTH CORNER OF SAID 18.00 ACRE TRACT;

THENCE, S 30°15'05" E, ALONG AND WITH THE COMMON BOUNDARY LINE OF SAID 23.3285 ACRE TRACT AND SAID 18.00 ACRE TRACT, AT A DISTANCE OF 1,528.75 FEET PASSING A FOUND 3/8" IRON ROD, CONTINUING FOR A TOTAL DISTANCE OF 1531.00 FEET TO A FOUND 1/2" IRON ROD WITH A "CUDE" CAP, THE EAST CORNER OF SAID 23.3285 ACRE TRACT, THE SOUTH CORNER OF SAID 18.00 ACRE TRACT AND THE NORTH RIGHT-OF-WAY LINE OF SAID GREEN VALLEY ROAD, FROM WHICH A FOUND 1/2" IRON ROD BEARS N 59°24'30" E, A DISTANCE OF 512.22 FEET TO THE EAST CORNER OF SAID 18.00 ACRE TRACT;

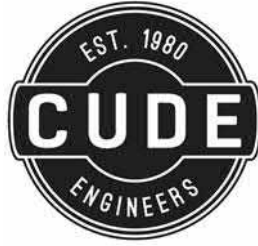
THENCE, S 59°24'04" W, ALONG AND WITH THE NORTH RIGHT-OF-WAY LINE OF SAID GREEN VALLEY ROAD AND THE SOUTH LINE OF SAID 23.3285 ACRE TRACT, A DISTANCE OF 664.22 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 23.34 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011).


10/03/2024

YURI V. BALMACEDA WHEELOCK
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6815
CUDE ENGINEERS
4122 POND HILL ROAD, SUITE 101
SAN ANTONIO, TEXAS 78231
TBPELS FIRM NO. 10048500
TBPE FIRM NO. 455
JOB NO.04002.004





TITLE COMMITMENT

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.


COMMITMENT FOR TITLE INSURANCE
ISSUED BY
ALAMO TITLE INSURANCE

We, Alamo Title Insurance, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.


This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

ALAMO TITLE INSURANCE



By: 

President

Attest: 

Secretary



Authorized Signature
San Antonio Title Co.

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

COMMITMENT FOR TITLE INSURANCE

Issued By

Alamo Title Insurance

SCHEDULE A

Effective Date: **August 28, 2024, 8:00 am**

GF No. **24-060391**

Commitment No. _____, issued **September 12, 2024, 8:00 am**

1. The policy or policies to be issued are:
 - (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: **\$1,380,000.00**
PROPOSED INSURED: **KB Home Lone Star Inc., a Texas corporation**
 - (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (f) OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:
Michele Gail Schryver, Belinda Lee Myers, Ben Davis Schryver
4. Legal description of the land:
A TRACT OF LAND CONTAINING 23.3285 ACRES OF LAND OUT OF' A 63.0 ACRE TRACT OUT OF THE PEDRO SAN MIGUEL SURVEY NO. 256. ADSTRACT NO. 227, GUADALUPE COUNTY, TEXAS AS RECORDED IN [VOLUME 567 PAGE 878](#) OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND ON THE NORTHWEST RIGHT OF WAY LINE OF COUNTY ROAD 376, COMMONLY KNOWN AS GREEN VALLEY RD., SAID POINT ALSO BEING THE SOUTH CORNER OF THE ABOVE MENTIONED 63.0 ACRE PARENT TRACT AND THE SOUTH CORNER OF SAID TRACT: THENCE: LEAVING THE NORTHWEST RIGHT OF WAY LINE OF GREEN VALLEY RD., N 29°38' 33" W FOR A DISTANCE OF 1532.33 FEET TO AN IRON PIN FOUND FOR THE MOST WESTERLY CORNER OF SAID TRACT; THENCE: N 60°3'27" E FOR A 'DISTANCE OF 662.34 FEET TO AN IRON PIN SET FOR THE HOST NORTHERLY CORNER OF SAID TRACT, THENCE: S 29° 42' 57" E FOR A DISTANCE OF 1531.65 FEET TO AN IRON PIN SET ON THE NORTHWEST RIGHT OF WAY LINE OF GREEN VALLEY RD, FOR THE MOST EASTERLY CORNER OF SAID TRACTS; THENCE, . WITH THE RP1TW OF WAY LINE OF GREEN VALLEY RD. S 60°00'00""W FOR A DISTANCE OF 664.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 23.3285 ACRES (1,016,188 SQ, FT.) OF LAND.

Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

Countersigned
San Antonio Title Co.

By 

COMMITMENT FOR TITLE INSURANCE

Issued By

Alamo Title Insurance

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Item 1, Schedule B is hereby deleted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year **2024**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. **Rights of parties in possession. (Owner Policy Only)**
 - b. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**
 - c. **Right of Way Easement granted to Guadalupe Valley Electric Cooperative, Inc., recorded in Document No. [2017024822](#), and Document No. [2017013688](#), amended under Document No. [202199038142](#), Official Public Records, Guadalupe County, Texas.**
 - d. **Easement granted to Comal Power Company, recorded in [Volume 85, Page 262](#), Deed Records, Guadalupe County, Texas.**
 - e. **Easement for electric transmission system granted to City of San Antonio in Condemnation proceedings in civil No. 71-269, 25th Judicial district Court, Guadalupe County, Texas, referenced in [Volume 718, Page 487](#), Official Public Records, Guadalupe County, Texas.**
 - f. **Easement granted to The Texas Pipe Line Company, recorded in [Volume 104, Page 124](#), Deed Records, Guadalupe County, Texas.**
 - g. **Easement granted to Green Valley Water supply Corporation, recorded in [Volume 365, Page 542](#), Deed Records, Guadalupe County, Texas.**
 - h. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated September 27, 1994, recorded October 3, 1994 at [Volume 1117, Page 657](#), Official Public Records, Guadalupe County, Texas. of the Official Records of County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).**
 - i. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated August 8, 1980, recorded August 15, 1980 at [Volume 603, Page 225](#), Official Public Records, Guadalupe County, Texas. of the Official Records of County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).**
 - j. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated September 17, 1984, recorded September 19, 1984 at [Volume 718, Page 487](#), Official Public Records, Guadalupe County, Texas. of the Official Records of County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).**
 - k. **Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 11, 1979, by and between Mary Dorothy Barr, a widow, as Lessor, and Gary Hagman, as Lessee, recorded October 19, 1979 at [Volume 586, Page 709](#), Official Public Records, Guadalupe County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of**

such interest(s).

- l. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated November 29, 1973, by and between Willard D. Barr and wife, Mary Dorothy Barr, as Lessor, and Fred M. Garrett, as Lessee, recorded October 23, 1974 at [Volume 492, Page 539](#), Deed Records, Guadalupe County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).**
- m. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated December 6, 1973, by and between Willard D. Barr and wife, Mary Dorothy Barr, as Lessor, and Fred M. Garrett, as Lessee, recorded October 23, 1974 at [Volume 492, Page 536](#), Deed Records, Guadalupe County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).**

COMMITMENT FOR TITLE INSURANCE

Issued By

Alamo Title Insurance

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply: a) Confirmation prior to closing that the County Clerk in the county the property is situated in has approved and authorized electronic recording of electronically signed and notarized instruments in the form or format that is being used; b) Electronic recordation of the instruments to be insured in the Official Public or Real Property Records of the County the property is situated in; c) Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code; d) Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.**
6. **The company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specific geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCen, the Company and its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.(Applies to Texas Counties: Bexar, Harris, Travis, Montgomery, Webb,Tarrant and Dallas).**
7. **If the Proposed Insured executes a Waiver of Inspection in the approved form, an exception to "Rights of parties in possession" will be contained in the Owner's Policy when issued; however, the Proposed Insured may refuse to execute the Waiver, in which case the Company will require that an inspection be conducted by its agent, for which an inspection fee may be charged, and the Company reserves the right to make additional, particular exceptions in the Policy to matters revealed by the inspection**
8. **We must be furnished with a satisfactory Affidavit as to Debts and Liens, executed by the seller/borrower or his/her/their authorized representative at the time of closing. We reserve the right to make additional requirements on the basis of this Affidavit.**

9. **You may request amendment of the Area and Boundary Exception to read "Shortages in Area". The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your Policy will insure you against loss because of non-excepted discrepancies or conflicts in boundary lines, encroachments, or protrusions, or overlapping of improvements if you pay an additional five percent (5%) premium of the Basic Rate for T-1R Residential Owner Policy coverage, or fifteen percent (15%) premium of the Basic Rate for T-1 Non-Residential Owner Policy coverage, and if we are provided with a satisfactory survey, pursuant to Procedural Rule P2.**
10. **Company requires evidence of the marital status of seller(s) named in Schedule A. If herein described person was married and is now single, or was married and is now married to a different spouse, Company requires sufficient information to determine the status of any outstanding community interest for purposes of the joinder of additional parties, if necessary. Company requires the joinder of spouse, if any, in any conveyance of homestead property.**
11. **Judgment: Against: Belinda L. Meyers Amount: \$5,996.73, plus costs and interest Recording Date: March 12, 2024 Recording No. Document No. [202499006514](#), Official Public Records, Guadalupe County, Texas.**

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **24-060391**

Effective Date: **August 28, 2024, 8:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

The issuing Title Insurance Company, Alamo Title Insurance, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below

Shareholders: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors

Michael J. Nolan
Anthony J Park
Marjorie Nemzura
Joseph W. Grealish
Steven G. Day
John A. Wunderlich
Roger S. Jewkes

Officers

Michael J. Nolan President
Anthony J. Park Executive Vice President
Marjorie Nemzura Secretary, Vice President

2. The following disclosures are made by the Title Insurance Agent Issuing this Commitment. The following persons are officers and directors of the Title Insurance Agent:

Directors: Larry Oglesby
William R. Hollinger

Officers: Mark A. Crivelli President
Thad Johnson Vice President and Treasurer
William R. Hollinger Vice President and Assistant Secretary
Tony Richelieu Secretary
David Simons Assistant Secretary
Richard D. Silver Senior Vice President/Chief Financial Officer
Cory F. Cohen Assistant Secretary
Joe Acosta Assistant Secretary
Sulema Morin Manager

KBSA, Inc. owns 100% of San Antonio Title Co, and KB Home owns 100% of KBSA, Inc.

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	<u>\$7,220.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$7,220.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y endenterlo complementemente antes de la fecha para finalizar su transacción.
---	---

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

---MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

---EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the policy is issued, all Exceptions will be on Schedule B of the Policy.

---EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---CONDITIONS are additional provisions that qualify or limit you coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800) 292-5320 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

Arbitration is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

Alamo Title Insurance

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate			
1	2	3	4	5	6	7	8
\$7,220.00	1000	3	29				

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary your Internet browser from a web server and stored on your companies providing real estate- and loan-related services (collectively, computer's hard drive and that can be re-sent to the serving website on "FNF", "our" or "we") respect and are committed to protecting your subsequent visits. A cookie, by itself, cannot read other data from your privacy. This Privacy Notice lets you know how and for what purposes hard disk or read other cookie files already on your computer. A cookie, your Personal Information (as defined herein) is being collected by itself, does not damage your system. We, our advertisers and other processed and used by FNF. We pledge that we will take reasonable third parties may use cookies to identify and keep track of, among other steps to ensure that your Personal Information will only be used in ways things, those areas of the Website and third party websites that you have that are in compliance with this Privacy Notice. visited in the past in order to enhance your next visit to the Website. You

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF. you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions. **Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregated demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

In the course of our business, we may collect Personal Information about you from the following sources:

- i Applications or other forms we receive from you or your authorized representative;
- i Information we receive from you through the Website;
- i Information about your transactions with or services performed by us, our affiliates, or others; and
- i From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- i To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- i To improve our products and services that we perform for you or for Third Parties.
- i To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website. **Cookies.** From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to

Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

When Information Is Disclosed By FNF

Information from Children

various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers

to restrict these disclosures. Disclosures may include, without limitation, the following:

- i To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- ii To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- iii To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- iv To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree

and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response. Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

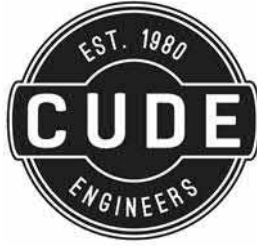
Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback

that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com



LETTER OF AGENT AND OWNERSHIP DOCS

October 9, 2024

City of Cibolo
P.O. Box 826
Cibolo, TX 78108

Re: Letter of Agent Authorization

Agent: KB Home Lonestar INC
4800 FREDERICKSBURG RD. SAN ANTONIO, TX 78229

Project: Schryver Tract

To whom this may concern,

The purpose of this correspondence is to act as a Letter of Agent Authorization for KB Home Lonestar INC, to serve as a duly authorized Agent for Michele Gail Schryver. The Agent is authorized to act on our behalf for all documents pertaining to the submittal of the Land Use Study, Land Plan, Preliminary Plat, Plan and Final Plat to the City of Cibolo.

Respectfully,

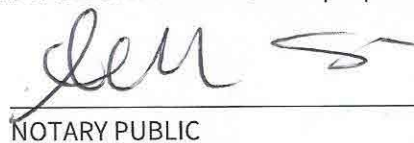
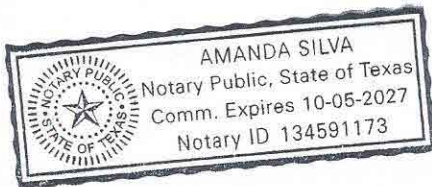


Michele Gail Schryver

STATE OF Texas §
§

COUNTY OF Guadalupe §

The foregoing authorization was acknowledged before me this 09th day of October 2024 by Michele Gail Schryver, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purpose and consideration therein expressed.


NOTARY PUBLIC

Print Name: Amanda Silva

My Commission Expires: 10/05/2027

Special Warranty Deed

Date: June 23, 2017

Grantor: The Estate of Mary Helen McCalley

Grantor's Mailing Address:

The Estate of Mary Helen McCalley
5711 Green Valley Rd.
Cibolo, TX 78108

Grantee: Michele Gail Schryver, Belinda Lee Meyers, Ben Davis Schryver

Grantee's Mailing Address:

Michele Gail Schryver
3334 Whisper Manor
Cibolo, TX 78108

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

ABS: 227 SUR: P MIGUEL 4.2600 AC. also know as 5711 Green Valley Rd.,
Cibolo, TX 78108.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2015, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant

and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.


This instrument was prepared based on information furnished by the parties, and no independent title search has been made.


Michele Gail Schryver, Executrix of the Estate of
Mary Helen McCalley

STATE OF TEXAS)

COUNTY OF GUADALUPE)

This instrument was acknowledged before me on June 23, 2017,
by Michele Gail Schryver.

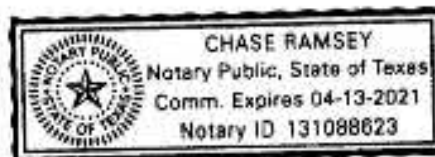

Notary Public, State of Texas

My 4-13-21 commission

expires:

PREPARED IN THE OFFICE OF


ALLEN & ROIG LLP
3003 N.W. Loop 410, Ste. 204
San Antonio, Texas 78230
Tel: (210) 377-2529
Fax: (210) 340-1346



201899023995

I certify this instrument was FILED and RECORDED
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10/19/2018 02:06:35 PM PAGES: 2 COURTNEY
TERESA KIEL, COUNTY CLERK





V.O.B. 1408 ~~1408~~ 0742
THE STATE OF TEXAS

COUNTY OF GUADALUPE

3270

KNOW ALL MEN BY THESE PRESENTS:

1356/0703

THAT STEVEN O. BEDWELL and BRENDA K. BEDWELL

SOLE PURPOSE OF THIS INSTRUMENT IS TO
FOR GRANTOR'S SIGNATURE AND CO-SIGNATURE
GRANTOR'S MIDDLE INITIAL.

(hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations cash in hand paid by JUSTICE MCCALLEY, an unmarried person and MARY H. MCCALLEY, an unmarried person

whose address is 5711 Green Valley Rd.
Cibolo, TX 78108

(hereinafter called "GRANTEES" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the note in the principal sum of

Fifty Thousand And No/100ths

(\$50,000.00)

Payable to the order of FIRST TEXAS MORTGAGE

(hereinafter referred to as "BENEFICIARY") at the special instance and request of the Grantees herein, the receipt of which is hereby acknowledged and confessed, and as evidence of such advancement, the said Grantees herein have executed their note of even date herewith for said amount payable to the order of said Beneficiary, bearing interest at the rate therein provided, principal and interest being due and payable in monthly installments as therein set out, and providing for attorney's fees and acceleration of maturity at the rate and in the events therein set forth, which note is secured by the Vendor's Lien herein reserved and is additionally secured by a Deed of Trust of even date herewith, executed by the Grantees herein to

JIM L. SORVAAG,

Trustee, reference to which is here made for all purposes; and in consideration of the payment of the sum above mentioned by the Beneficiary above mentioned, Grantors hereby transfer, set over, assign and convey unto said Beneficiary and assigns, the Vendor's Lien and Superior Title herein retained and reserved against the property and premises herein conveyed, in the same manner and to the same extent as if said note had been executed in Grantor's favor and by said Grantors assigned to the Beneficiary without recourse; have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee. This conveyance is made and accepted subject to any and all validly existing restrictions, mineral reservations and interests, conditions, covenants, easements, and rights of way, if any, applicable to and enforceable against the above described property as now reflected by the records of the County Clerk in said County and State and to any applicable zoning laws or ordinances.

But it is expressly agreed and stipulated that the Vendor's Lien and the Superior Title are retained and reserved in favor of the Payee in said note against the above described property, premises and improvements, until said note, and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

When this deed is executed by one person, or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

Executed on this 16th day of July

1998

STEVEN O. BEDWELL

Brenda K. Bedwell
BRENDA K. BEDWELLTHE STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on

7/16/98
Steven O. Bedwell and Brenda K. Bedwell

Notary Public, State of Texas.

RETURN TO:
JUSTICE MCCALLEY
5711 Green Valley Rd.
Cibolo, TX 78108



FILED BY
ALAMO TITLE

11/16/98

EXHIBIT A

Vol. 1408 PAGE 0743

BEING 23.3285 ACRES OF LAND OUT OF A 63.0 ACRE TRACT OUT OF THE PEDRO SAN MIGUEL SURVEY NO. 256, ABSTRACT NO. 327 GUADALUPE COUNTY TEXAS AS RECORDED IN VOLUME 567 PAGE 878 OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT AN IRON PIN FOUND ON THE NORTHWEST RIGHT OF WAY LINE OF COUNTY ROAD 376, COMMONLY KNOWN AS GREEN VALLEY RD., SAID POINT ALSO BEING THE SOUTH CORNER OF THE ABOVE MENTIONED 63.0 ACRE PARENT TRACT AND THE SOUTH CORNER OF SAID TRACT;

THENCE: LEAVING THE NORTHWEST RIGHT OF WAY LINE OF GREEN VALLEY RD., N 29°38'33" W FOR A DISTANCE OF 1532.33 FEET TO AN IRON PIN FOUND FOR THE MOST WESTERLY CORNER OF SAID TRACT;

THENCE: N 60°03'27" E FOR A DISTANCE OF 662.34 FEET TO AN IRON PIN SET FOR THE MOST NORTHERLY CORNER OF SAID TRACT;

THENCE: S 29°42'57" E FOR A DISTANCE OF 1531.65 FEET TO AN IRON PIN SET ON THE NORTHWEST RIGHT OF WAY LINE OF GREEN VALLEY RD. FOR THE MOST EASTERLY CORNER OF SAID TRACT;

THENCE: WITH THE RIGHT OF WAY LINE OF GREEN VALLEY RD., S 60°00'00" W FOR A DISTANCE OF 664.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 23.3285 ACRES (1,016,188 SQ. FT.) OF LAND.

FILED FOR RECORD
98 JUL 17 AM 10:08

CLERK OF COUNTY CLERK

Shirley R. Kappan

EXHIBIT A

THE STATE OF TEXAS
COUNTY OF GUADALUPE
I hereby certify that this instrument was
FILED on the 17th day of July 1998 at the time stated
hereon by me and was duly RECORDED in the
Official Public Records of Guadalupe County,
Texas.



George M. Loring
County Clerk
Guadalupe County, Texas

Vol. 1408 Page 0744
FILED FOR RECORD

99 FEB 23 AM 8:27

RIZZIE M. LOREN
COUNTY CLERK GUADALUPE CTY.

BY *[Signature]*

THE STATE OF TEXAS
COUNTY OF GUADALUPE

I hereby certify that this instrument was
FILED on the date and at the time stamped
hereon by me and was duly recorded in the
Public Records of Guadalupe County,
Texas.



[Signature]
County Clerk
Guadalupe County Texas

-2

10755

2 Alamo

0228

Alamo Title Co.
10010 San Pedro #700
SA. TX 78216
attn: Carol R.

C/A

Special Warranty Deed

Date: September 13, 2017

Grantor: The Estate of Mary Helen McCalley

Grantor's Mailing Address:

The Estate of Mary Helen McCalley
5711 Green Valley Rd.
Cibolo, TX 78108

Grantee: Michele Gail Schryver, Belinda Lee Meyers, Ben Davis Schryver

→ **Grantee's Mailing Address:**

Michele Gail Schryver
3334 Whisper Manor
Cibolo, TX 78108

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

ABS: 227 SUR: P MIGUEL 19.0690 AC. also know as 5711 Green Valley Rd.,
Cibolo, TX 78108.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not, all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property, and taxes for 2015, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant

and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.


Michele Gail Schryver, Executrix of the Estate of
Mary Helen McCalley

STATE OF TEXAS)

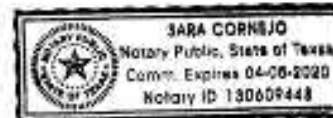
COUNTY OF GUADALUPE)

This instrument was acknowledged before me on September 13, 2017,
by Michele Gail Schryver.


Notary Public, State of Texas
My commission expires:
04/06/2020

PREPARED IN THE OFFICE OF

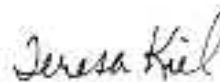
ALLEN & ROIG LLP
3003 N.W. Loop 410, Ste. 204
San Antonio, Texas 78230
Tel: (210) 377-2529
Fax: (210) 340-1346



201899023996

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10/19/2018 02:06:36 PM PAGES: 2 COURTNEY
TERESA KIEL, COUNTY CLERK





November 18, 2024

On behalf of the:

City of Cibolo
Attn: Grant Fore
200 S. Main Street
Cibolo, Texas 78108



Re: Land Study Review
Schryver Tract (LS-24-04)

Mr. Fore,

Colliers Engineering & Design has completed its review of the referenced Land Study and has the following comments:

General Note –

1. Please include as part of your resubmittal a comment response letter addressing all comments.
2. Variance is required if you are platting lots less than 60' and not proposing alleys.

Our review of the project does not relieve or release the Engineer of Record or Surveyor of Record from complying with any and all the requirements of the local, state, and federal rules and regulations or guidelines impacting this project. If you require additional information, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andy Carruth", is written over a light blue rectangular background.

Andy Carruth, P.E.

Plan Reviewer for the City of Cibolo



Nor-Tex Dr

Nor-Tex Dr

Mustang Valley

Green Valley Rd

Property Information Map 5711 Green Valley Rd- Schryver Tract

-  Property of Interest
-  Planned Unit Development (PUD)
-  Parcel Boundaries
-  Cibolo City Limits
-  Cibolo ETJ

Water: GVSUD
Sewer Service: GVSUD
Council District: ETJ
Zoning: ETJ



Prominence Way

Dakota



City Council Regular Meeting Staff Report

G. Discussion/Action on traffic control for Green Valley Road at Schlather Intermediate School. (Councilwoman Sanchez-Stephens)

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Discussion/Action Item: 12G.
From	
Peggy Cimics, City Secretary	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

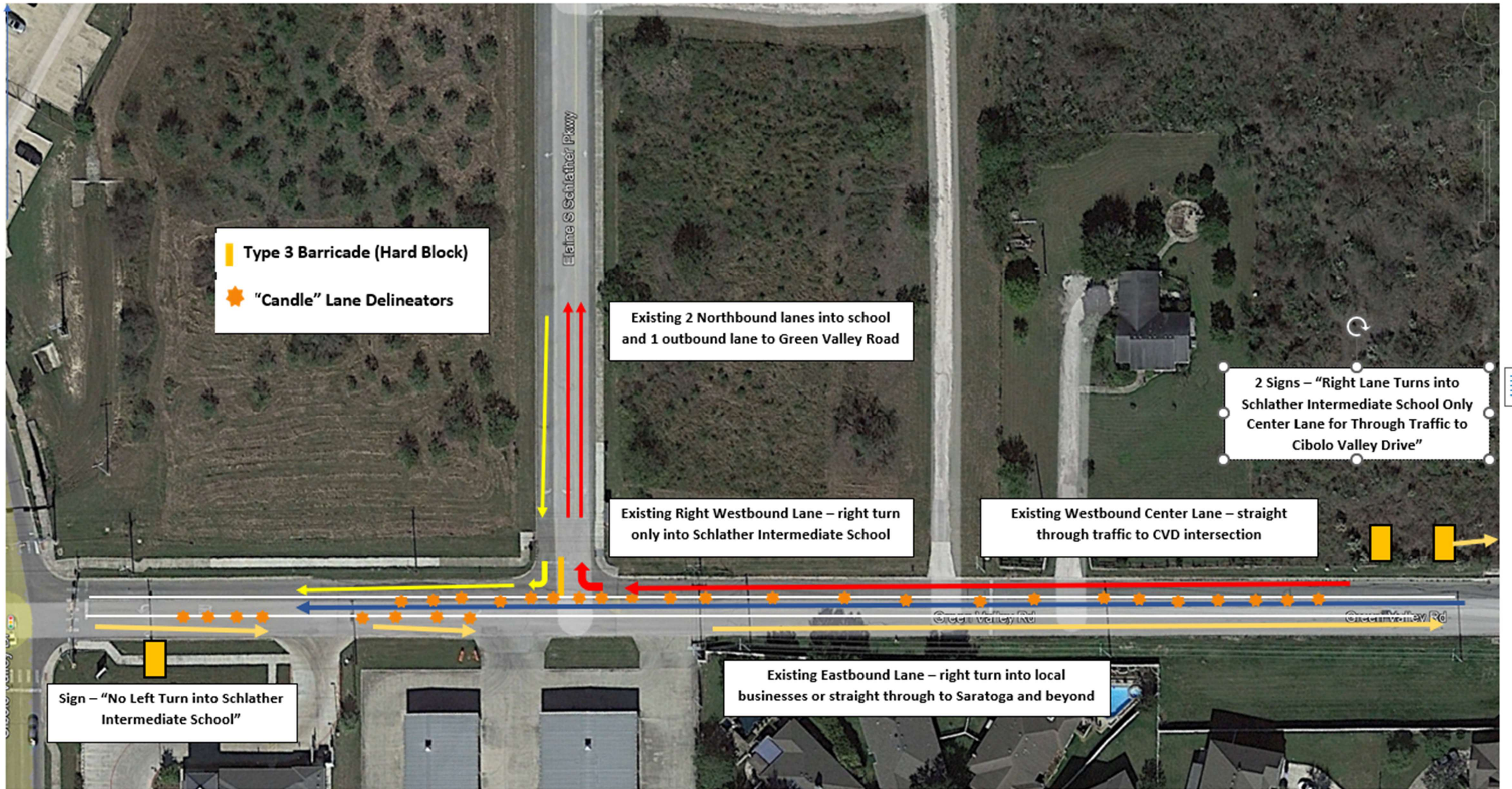
N/A

MOTION(S):

N/A

Attachments

[GVR Revised Traffic Flow into Schlather Intermediate School Map.pdf](#)





City Council Regular Meeting Staff Report

I. Discussion/Presentation on the Cibolo Police Recruitment plan and current staffing vacancies in the sworn ranks. (Chief Andres)

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Discussion/Action Item: 12I.
From	
Thedrick Andres, Chief of Police	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

On August 27, 2024, the police department conducted a presentation to the City Council regarding an overview of the recruiting and hiring process for new officers. The police department will provide an update on our recruitment plan and current staffing vacancies in our sworn positions.

STAFF RECOMMENDATION:

Staff requests for the Council's feedback on the Police Department Recruitment Update Presentation.

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[Recruiting Update Presentation.pdf](#)

CPD

STATE OF THE DEPARTMENT

RECRUITING UPDATE

Presented By:

Thedrick Andres, Chief of Police

A.J. Zitkus, Community Relations Sergeant

(October 1, 2024 – January 14, 2025)



Presentation Overview

- Police Department Organization Chart
- Number of Vacancies in the Police Department
- City Council Request Police Recruitment Update
- FY25 Overtime Analysis
- Council Feedback



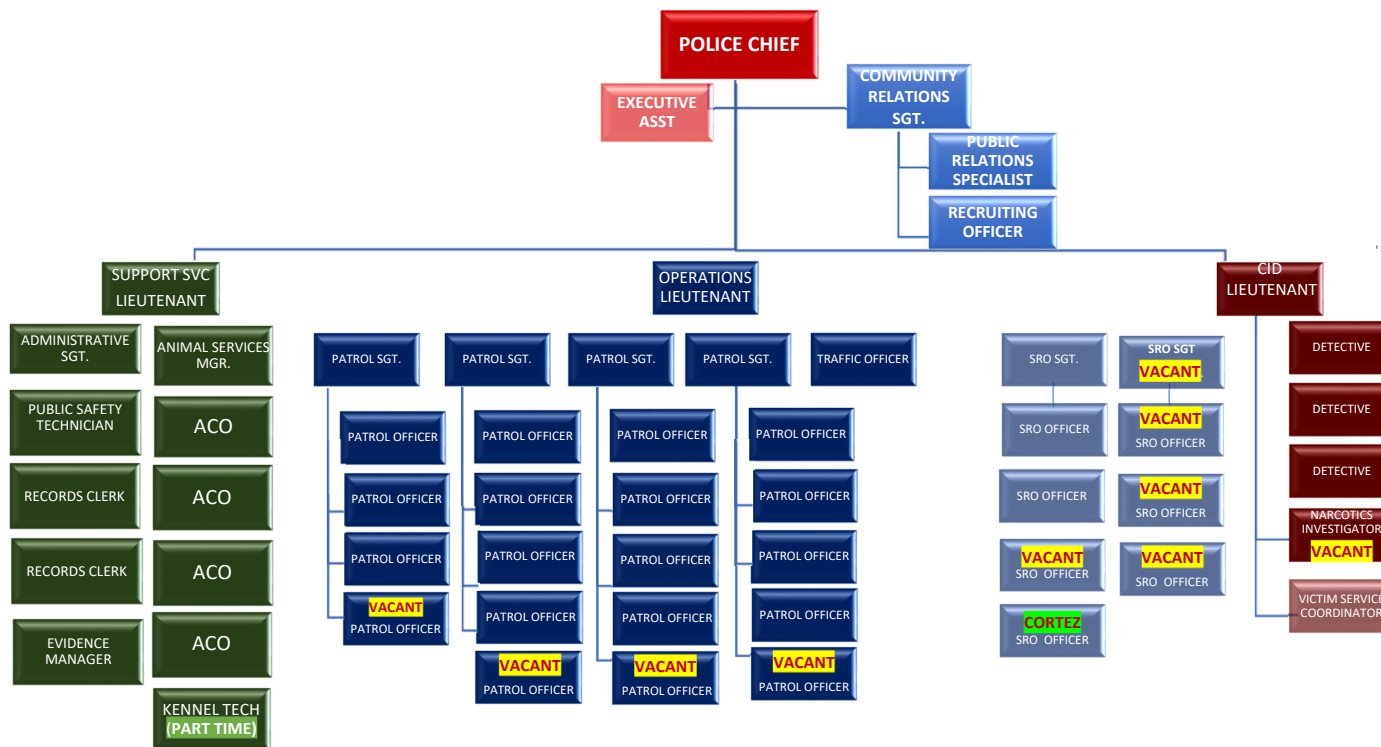
Seeking Council Feedback

- Does the City Council clearly understand the police department recruitment plan?
- Does the City Council have any questions about the FY25 Overtime Analysis through the first two months of the fiscal year?





CIBOLO POLICE DEPARTMENT ORGANIZATION CHART UPDATE



12/10/2024 – FY25 YTD



COMPOSITION OF THE POLICE DEPT.

Police Command Team

- Chief of Police
- 3 Lieutenants

Police Supervision

- 8 Sergeants

Sworn Officers

- 19 Patrol Officers
- 1 Traffic Officer
- 1 Recruitment Officer
- 7 School Resource Officers
- 4 Detectives

44 Sworn Officers

3 Non-Paid Reserve Officers



POLICE DEPARTMENT VACANCIES

Patrol Division

- 4 Patrol Vacancies

SRO Unit

- 1 Sergeant Vacancy
- 4 Officer Vacancies

Criminal Investigations

- 1 Detective

9 Officer Vacancies and 1 SRO Sergeant Vacancy in the Police Department



FY-2025 SUMMARY

Since Sponsorships Were Approved

Applicant Pool Data

<u>0</u>	Minimum Qualifications Not Met
<u>0</u>	Not Eligible to Re-apply
<u>12</u>	Failed Written Test
<u>4</u>	Failed Physical Agility Test
<u>0</u>	Failed Oral Board
<u>0</u>	Disqualified in Background Investigation



FY-2025 SUMMARY

Applicant Pool Data (cont'd.)

<u>0</u>	Failed Medical Screening
<u>0</u>	Failed FBI Fingerprint Check
<u>0</u>	Failed Psychiatric Evaluation
<u>0</u>	Failed Polygraph Examination
<u>0</u>	Not Selected after Chief's Interview
<u>2</u>	Withdrew from Hiring Process



FY-2025 SUMMARY RECENT HIRES

0 Still Active
2 HIRED



FY-2025 ACADEMY DATES

- **AACOG REGIONAL ACADEMY DATES:**
 - Bravo Class-April 2nd (Deadline Date early March)
 - Charlie Class-August (TBD) (Deadline Date July)
- **SAN ANTONIO AREA COMMUNITY COLLEGE (SAC):**
 - Bravo Class-May 19th (Deadline Date May 12th)
- **CADET PAY - \$52,000**
 - 4-YEAR CONTRACT



RECRUITING EFFORTS

- **WHAT CAN WE DO TO GET...**
 - **LATERALS**
 - Competitive Pay (The passing of Prop C will help with this!)
 - Sign-On Bonuses
 - Promote the Community of Cibolo
 - Community Support
 - Quality of Life
 - **CADETS/NON-LICENSED**
 - Sponsorship during the academy
 - Competitive pay after graduation
 - Modified Salary and benefits while in the academy (On par with agencies in our area)



RECRUITING EFFORTS

WHERE ARE WE RECRUITING?

- SAN ANTONIO COLLEGE L.E. ACADEMY
- AACOG L.E. ACADEMY
- JBSA T.A.P.
- REGIONAL JOB FAIRS
- LOCAL COLLEGES & UNIVERSITIES
- SOCIAL MEDIA



UPCOMING RECRUITING EVENTS

Job Fairs

- Wayland Baptist University Career Fair (January 10th)
- Regional Job Fair (Seguin Coliseum - February 6)
- San Antonio Law Enforcement Hiring Expo (February 14th)



POLICE CADET POSITION

Job Description was Posted on 11/26

- Since the Police Cadet job posting was added to ADP, we received 36 applications in 4 days.
- Prior to the Police Cadet job posting being added to ADP, we received 23 applications from individuals who did not have their peace officer license and needed sponsorships.
- As of January 3rd, we have 132 applications for the Police Cadet job.



POLICE SPONSORSHIP – GAME CHANGER

Since CPD Announced the Police Cadet Position

- We have seen a significant increase in applicants wanting to join the ranks of the Cibolo Police Department.
- CPD had approximately 132 applicants interested in employment with the City of Cibolo who are now eligible for hire for the police cadet position.
- CPD can now compete with regional law enforcement agencies for non-certified police officer applicants.



CHANGE IN THE HIRING PROCESS FOR SPONSORED CADETS ONLY

Hiring Process

- When an applicant applies to be sponsored by our department, they will go through one extra-oral board to confirm they are the right fit to be sponsored and invested in.
- This new oral board will consist of patrol officers and civilian staff.
- The questions will be general (General Background, Motivation, Character, Integrity, Interpersonal Skills, etc.) and not law enforcement-specific, as they have never worked in law enforcement.
- If the applicant passes the first oral board, they will then be scheduled for their second oral board, which consists of Sergeants and Lieutenants (same-day).



PROCESS FOR HIRING CERTIFIED OFFICER CANDIDATES

Hiring Process

- Candidate is scheduled for Oral Interview Board.
- If passed, the candidate is moved to Background Investigation.
- Candidate is then set for Medical, Psychological, and Polygraph.
- Candidate has Final Interview with Chief of Police.

This process can take up to 4 months to complete.

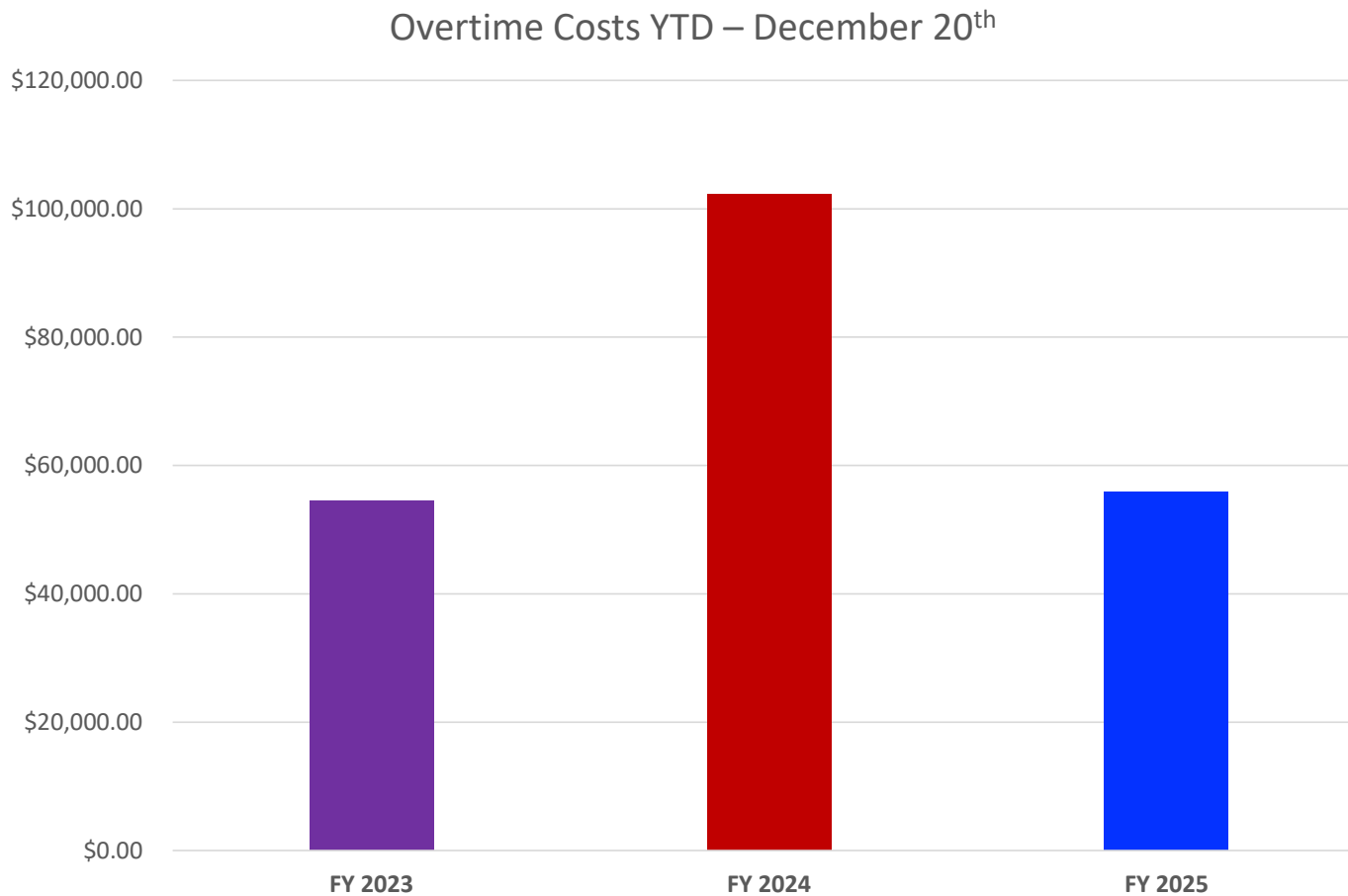


FY-2025 RECENT LOSSES

- CPD had 1 officer retire.
- CPD had 1 officer resign due to relocation out of state.
- CPD terminated 1 officer.



OVERTIME YEAR-TO-DATE ANALYSIS



CPD RECRUITMENT VIDEO



Seeking Council Feedback

- Does the City Council clearly understand the police department recruitment plan?
- Does the City Council have any questions about the FY25 Overtime Analysis through the first two months of the fiscal year?





City Council Regular Meeting Staff Report

M. Discussion on the review and confirmation of all upcoming special meetings and workshops and scheduling the time, date, and place of additional special meetings or workshops. (Ms. Cimics)

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Discussion/Action Item: 12M.
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 2025.pdf](#)

January




2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			City Offices Closed 1 	2 Youth Advisory Council 6:30pm	3	4
5	6 Board of Adjustment Meeting 6:30pm	7	8 P&Z Meeting 6:30pm	9 NEP Meeting 11:30am	10	11
12	13	14 Council Meeting 6:30pm	15	16 EDC Meeting 6:30pm	17	18
19	City Offices Closed 20 	21 Ethics Training 6:30pm	22	23	24	25
26	27 Animal Shelter Advisory Committee Meeting 6:30pm	28 Council Meeting 6:30pm	29	30	31	

February



2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5 Parks Meeting 6:30pm	6 Youth Advisory Council 6:30pm	7	8 Ethics Training 8:30am
9	10	11 Council Meeting 6:30pm	12 P&Z Meeting 6:30pm	13 NEP Meeting 11:30am Historical Meeting 6:30pm	14	15
16	17 City Offices Closed 	18	19	20 EDC Meeting 6:30pm	21	22
23	24	25 Council Meeting 6:30pm	26	27	28	



City Council Regular Meeting Staff Report

A. Approval/Disapproval of an Ordinance for a Conditional Use Permit request to allow a Manufactured Home Residential use for certain real property located at 2090 Pfannstiel Lane, legally described as ABS: 272 SUR: JOSE ROSA 8.6500 AC and ABS: 272 SUR: JOSE ROSA 1.5000 AC. (Mr. Spencer)

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Ordinances Item: 13A.
From	
Eron Spencer, Assistant Planning Director	

CITY COUNCIL ACTION: Discussion/Action of the above referenced petition

PLANNING & ZONING COMMISSION ACTION: Approval with staff recommended conditions by a 7-0 vote

PROPERTY INFORMATION:

Project Name: CUP-24-09
Owners: John Spillers
Representative: John Spillers
Location/Area: 2090 Pfannstiel Lane, 10.15 acres
Location: North of Lower Seguin Road
Council Place: 4 (current), Council District 7 (previous)
[Future Land Use](#): Rural Residential/Agriculture
Existing [Zoning](#): Agricultural (AG)
Requested Zoning: Conditional Use Permit (CUP)
Proposed Use: Manufactured Home Residential

FINDINGS:

A zoning request is specifically about land use, not the future engineering of the land itself, and should meet criteria per [UDC Article 4.3.1.5](#). Decisions regarding future engineering of the land occur with the platting process, where the property's design is known. The applicant lot is located on Pfannstiel Lane, north of Lower Seguin Road. The property is within the Agriculture (AG) zoning district, with 95 acres of farmland surrounding the applicant property. The remaining nearby properties are within the ETJ. The requesting property is separated into two parcels totaling 10.15 acres. 1.5 acres is called out by the Guadalupe County for the homestead and is where the existing historic home is situated. The remaining 8.65 acres contain other structures, including a tool shed, garage, and chicken coop.

Staff met with the applicant on August 20, 2024, to discuss the conversion of the existing home into an uninhabitable shed, while doing necessary repairs to preserve the structure for historic purposes. The City Building Official, Matt Hanson, inspected the property on August 26, 2024, and found that the home met the requirements for a dwelling unit. However, the applicant stated in their narrative that the stove has since been removed and has submitted a signed affidavit stating the building would no longer be used as a dwelling unit. The applicant is requesting a Conditional Use Permit for a manufactured home, which would be the new primary dwelling unit.

PUBLIC NOTICE:

Notice was published within the local newspaper (Seguin Gazette) on October 27, 2024, and the [City Website](#). Individual letters were sent by mail to 3 property owners within 200' of the site. To date, Staff has received two (2) in favor of and zero (0) in opposition. Public Hearings were scheduled on November 13, 2024 (Planning & Zoning Commission), and on December 10, 2024 (City Council). Approval/Disapproval of the zoning ordinance is tentatively scheduled for the January 14, 2025, City Council meeting.

STAFF CONCLUSIONS:

Staff recommends, should Council approve the CUP for Manufactured Home Residential use for property located at 2090 Pfannstiel, that it be subject to the following conditions:

1. Building & Fire Codes – Applicant must comply with all Building and Fire Code requirements.
2. Permits & Inspections – All required building permits and Certificate of Occupancy must be obtained. All permit applications submitted for this property are subject to the requirements of the Code.
3. Additional Uses – No other conditional uses are allowed under this conditional use permit.
4. Recordation of Plat – A subdivision plat must be submitted for review and approval with the City of Cibola and recorded upon completion.
5. AG Regulations - All regulations of the Agriculture Zoning District, other than those amended by the Conditional Use Permit, apply to the Property.
6. Affidavit from Owners – A signed affidavit from the property owner stating that the existing structure will not be used as a dwelling unit. – Condition met 11/14/2024

CITY COUNCIL ACTION:

1. **Approve** the requested CUP for a Manufactured Home Residential use for property located at 2090 Pfannstiel Lane, legally described as ABS: 272 SUR: JOSE ROSA 8.6500 AC and ABS: 272 SUR: JOSE ROSA 1.5000 AC.
2. **Approve** the requested CUP for a Manufactured Home Residential use for property located at 2090 Pfannstiel Lane, legally described as ABS: 272 SUR: JOSE ROSA 8.6500 AC and ABS: 272 SUR: JOSE ROSA 1.5000 AC, *with any additional conditions City Council may require.*
3. **Deny** the requested CUP for a Manufactured Home Residential use, *with findings.*

STAFF ANALYSIS:

Unified Development Code (UDC) Section 4.3.2 – Conditional Use Permit Approval Considerations

A CUP is intended to provide some flexibility to traditional zoning by offering a mechanism to balance specific site constraints and development plans with the larger interest of the community and the integrity of the UDC. An application for a CUP follows the same process as a Zoning Map Amendment Process (rezoning). The Permit, if granted, may include conditions placed upon the development of the property. The Planning & Zoning Commission and City Council shall consider the following, at a minimum, in conjunction with its deliberations for approval or denial of the application and the establishment of conditions: (for reference, [UDC](#) and [Comprehensive/Master Plan](#))

A. Consistency with the Comprehensive Master Plan;

PlaceType: Rural Residential/Agriculture (pg. 39)

Character and Intent: Rural Residential/ Agricultural is intended for areas within the City which will maintain a rural character during the plan horizon and beyond. These areas are comprised of natural undeveloped space, agriculture, and large lots with large lot minimums.

Land Use Considerations:

- Primary Land Uses: Single-Family Detached Homes, Agricultural, Parks and Open Space
- Secondary Land Uses: Civic and Institutional, Agricultural Business
- Indicators and Assumptions: Lot size (range) more than 2 acres

Example Locations:

- Large tracts of undeveloped land between FM 78 & IH-10, Borgfeld property on Cibola Valley Drive

STAFF FINDING: The request is consistent with the Comprehensive Master Plan. With the planned conversion of the existing structure to storage use, the placement of a new single-family detached home will align with the Land Use Considerations. The land will maintain its rural character as the owners continue to live on and work the land surrounding the homestead.

B. Conformance with applicable regulation in this UDC and standards established by the UDC;

STAFF FINDING: The Zoning Map Amendment will promote the health, safety, or general welfare of the City and the safe and orderly development of the City as it complies with the intent of the Comprehensive Master Plan and all applicable standards in the UDC.

C. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk, scale, setbacks and open spaces, landscaping and site development, and access/circulation.

UDC Section 14.20 Agricultural

Intent – The Agricultural district is intended to serve as an initial temporary zoning designation for newly annexed properties into the City and as a permanent zoning designation for those rural properties of the City that are ideally suited for agricultural purposes. Since single-family residences are permitted in this district, this district is considered to be a very low-density residential district. Such acreage contributes to the rural to semi-rural setting of the City and is protected from incompatible uses.

Lot Area	Lot Width	Front Setback	Rear Setback	Side Setback	Max Impervious Coverage	Maximum Height
None	None	35'	10'	10'	35%	35'

STAFF FINDING: The UDC provides lot design guidelines within the Agriculture Zoning District that are designed in scale for compatibility with surrounding rural area. The applicant lot complies with all regulations established in Sec. 14.20.

D. Potential unfavorable impacts on existing or permitted uses on abutting sites, the extent that such impacts exceed those which reasonably may result from use of the site by a permitted use;

UDC Section 13.1 Uses allowed by right and with a Conditional Use Permit (CUP).

AG uses allowed by right	AG allowed with CUP
Accessory Living Quarters	Manufactured Home Residential
Accessory Residential Units, Residential District	Campground
Greenhouse	Cemetery
Home Occupation*	Aviation Facilities
Manufactured Modular Housing	Day Care Services (Family)*
Single-family Residential	Day Care Services (Group)*
Kennel/Breeder	Day Care Services (General Commercial)*
Community Recreation	Concrete/Asphalt Batching Plant (Temporary)
Life Care Services*	
Park and Recreation Services	
Local Utility Services	
Safety Services	

Secondary Educational Facilities	
----------------------------------	--

*Subject to supplemental use regulations of UDC Article 6.

STAFF FINDING: The proposed use is suitable for the zoning district and the surrounding rural area provided the CUP is approved.

E. Modifications to the site plan which would result in increased compatibility or would mitigate potentially unfavorable impacts or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals and general welfare.

STAFF FINDING: The manufactured home as a "replacement" primary structure conforms with all applicable regulations as well as the intent of the Comprehensive Master Plan.

F. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use.

STAFF FINDING: Staff do not foresee major impacts to traffic as a result of granting the CUP. No additional traffic would be generated as the primary single-family dwelling unit is essentially being replaced.

Attachments

[Application](#)

[2090 Pfannsteil Affidavit](#)

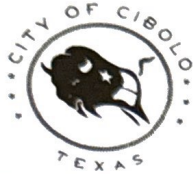
[F.1 2090 Pfannstiel](#)

[F.2 1365 Pfannstiel](#)

[Property Map](#)

[Applicant Presentation](#)

[Ordinance.pdf](#)



City of Cibolo

Planning Department
201 Loop 539 W/P.O. Box 826
Cibolo, TX 78108
Phone: (210) 658 - 9900

UNIVERSAL APPLICATION - CONDITIONAL USE PERMIT

Please fill out this form completely, supplying all necessary information and documentation to support your request. *Please use a separate application for each submittal.* Your application will not be accepted until the application is completed and required information provided.

Project Name: Zuercher Farm : 2090 Pfannstiel Ln

Total Acres: 10.15 Survey Name: Jose M Rosa Survey Abstract No.: A272

Project Location (address): 2090 Pfannstiel Lane

Current Zoning: Agriculture Overlay: ☐ None ☐ Old Town ☐ FM 78

Proposed Zoning: Agriculture # of Lots: 1 # of Units: 1

Please Choose One: ☒ Single-Family ☐ Multi-Family ☐ Commercial ☐ Industrial

☒ Other

Current Use: Non habitable structure Total Proposed Square Footage: 1116

Proposed Use: Single Family Dwelling (Commercial/Industrial only)

Applicant Information:

Property Owner Name: Spillers Farm & Ranch, John Spillers President

Address: 3005 Sussex Gardens City: Austin

State: Texas Zip Code: 78748 Phone: 512.289.9258

Email: nona_evans@yahoo.com Fax: _____

*Applicant (if different than Owner): NONA EVANS SPILLERS

* Letter of Authorization required

Address: 3005 SUSSEX GARDENS City: AUSTIN

State: TX Zip Code: 78748 Phone: 512.289.9258

Email: nona-evans@yahoo.com Fax: _____

Representative: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Phone: _____

Email: _____ Fax: _____

Authorization: By signing this application, you hereby grant Staff access to your property to perform work related to your application.

John Spillers
Owner or Representative's Signature
JOHN SPILLERS
Typed / Printed Name

State of Texas

County of Travis

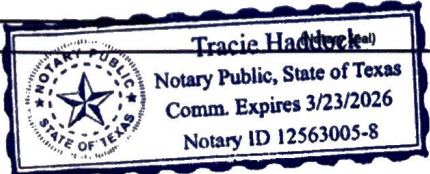
Before me, Tracie Haddock, on this day personally appeared
Name of Notary Public

John Spillers, to be the person(s) who is/are subscribed to the
Name of signer(s)

foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of September, 2024

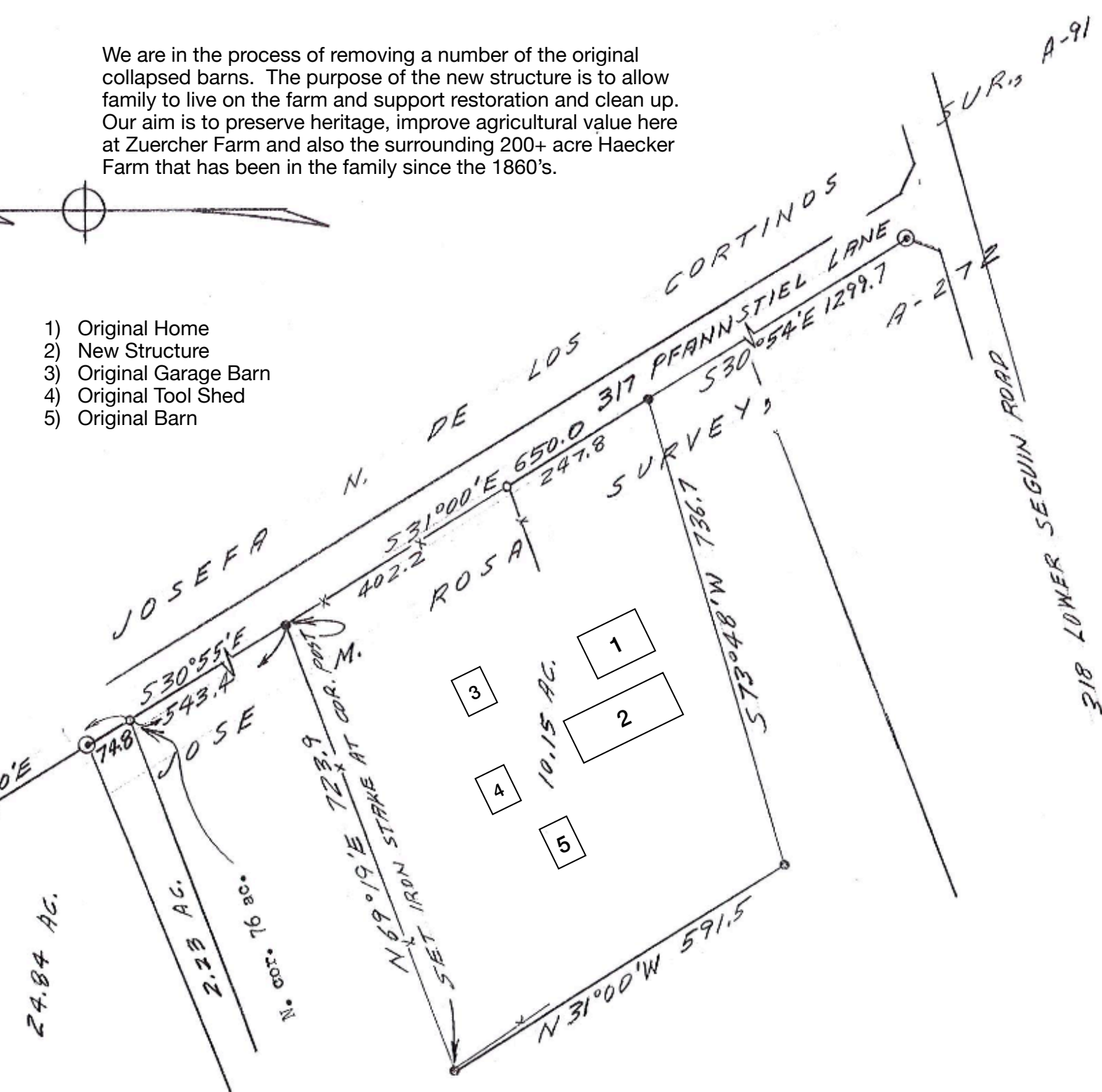
Tracie Haddock
Notary Public Signature



City of Cibolo Use Only
Total Fees
Payment Method
Submittal Date
Accepted by
Case Number

We are in the process of removing a number of the original collapsed barns. The purpose of the new structure is to allow family to live on the farm and support restoration and clean up. Our aim is to preserve heritage, improve agricultural value here at Zuercher Farm and also the surrounding 200+ acre Haecker Farm that has been in the family since the 1860's.

- 1) Original Home
- 2) New Structure
- 3) Original Garage Barn
- 4) Original Tool Shed
- 5) Original Barn




SEGUIN, TEXAS
OCTOBER 21, 1983

I HEREBY CERTIFY THAT THE
PLAT SHOWN HEREON REPRESENTS
THE RESULTS OF AN ON-THE-GROUND
SURVEY MADE UNDER MY SUPERVISION
IN OCTOBER, 1983.

H.S. BETTERTSWORTH & ASSOC., INC.
315 S. CROCKETT STREET
SEGUIN, TEXAS 78155



2090 Pfannsteil Lane Narrative

A photograph of a rural landscape. A dirt road runs diagonally from the bottom left towards the center. To the left of the road is a tall utility pole. The fields are green with some yellowing grass. In the distance, there are several trees and a small white building. The sky is filled with large, grey clouds.

Zuercher Farm is 10.15 acres amidst more than 220 acres that were the original homesteads in Cibolo. The Bornneman's built a home on the corner of Pfannstiel & Lower Segin in the early 1900's. Cora Lee Bornneman was born on the farm in 1926. Her half sister Laura Haecker (John Spillers' grandmother) gave Cora Lee & her husband Alfred Zuercher that 10 acre plot when they got married. Alfred farmed the entire area for decades. Our aim is to preserve as much of the family history as we can while cleaning up many of the buildings that are fallen. The future residents of 2090 Pfannstiel are family. Susan is an archivist, avid gardener and botanist. Dave is a craftsman and mechanic. He's already resuscitated the old Snapper mower that was hiding the one of the barns.

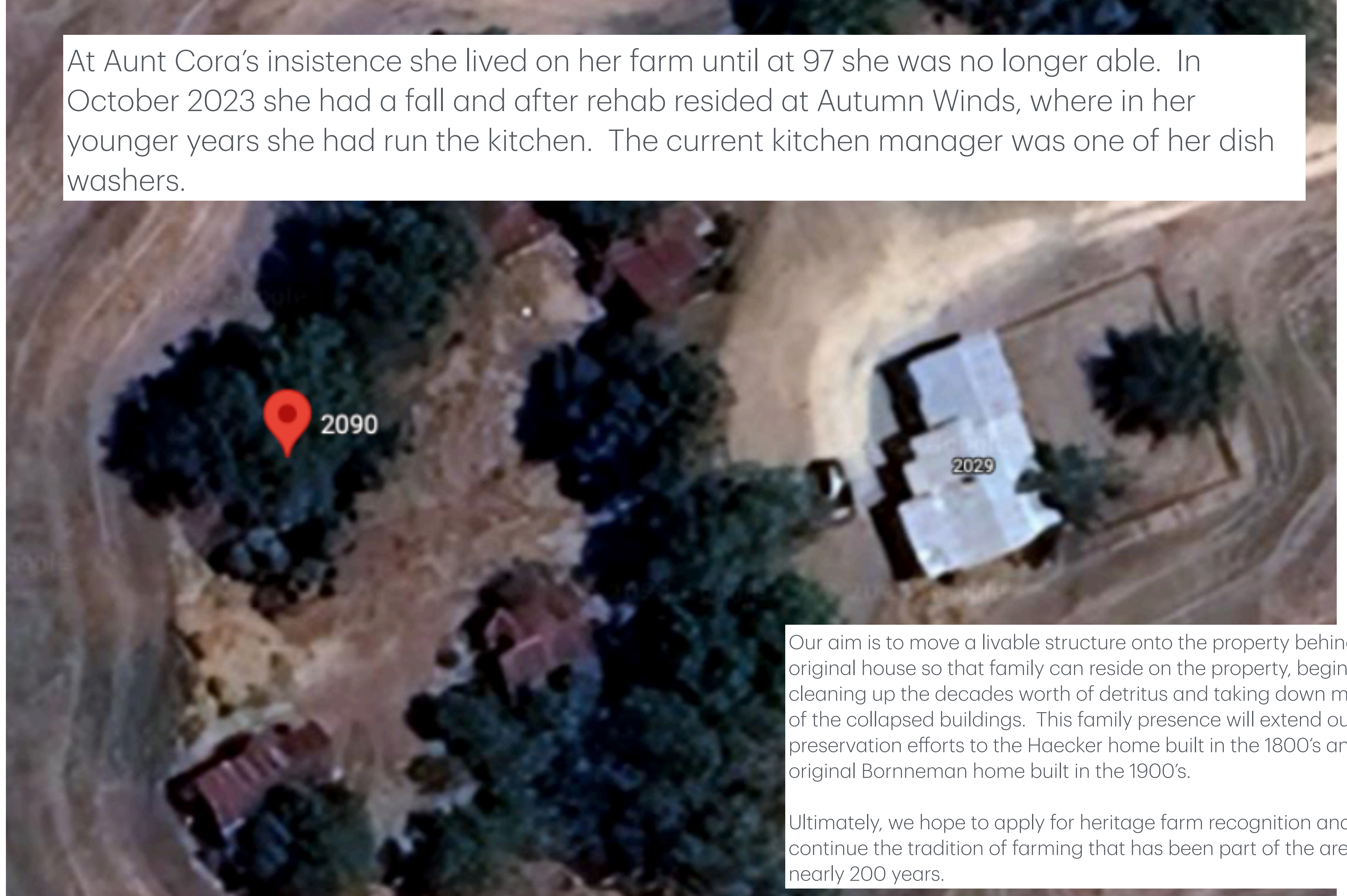


This 1940's structure has been inspected by the City and deemed utterly uninhabitable. Repairs for safety will be made and the building used as storage for canned and preserved goods as well as to house the historical artifacts that chart the story of the families and land.

In order to sustain a family farm...it takes family. We simply aim to make it possible for our family to live on the farm so they can sustain and improve its agricultural use and preserve a bit of the family heritage that is on the greater 200+ adjacent acres.

SITE PLAN & NEW STRUCTURE

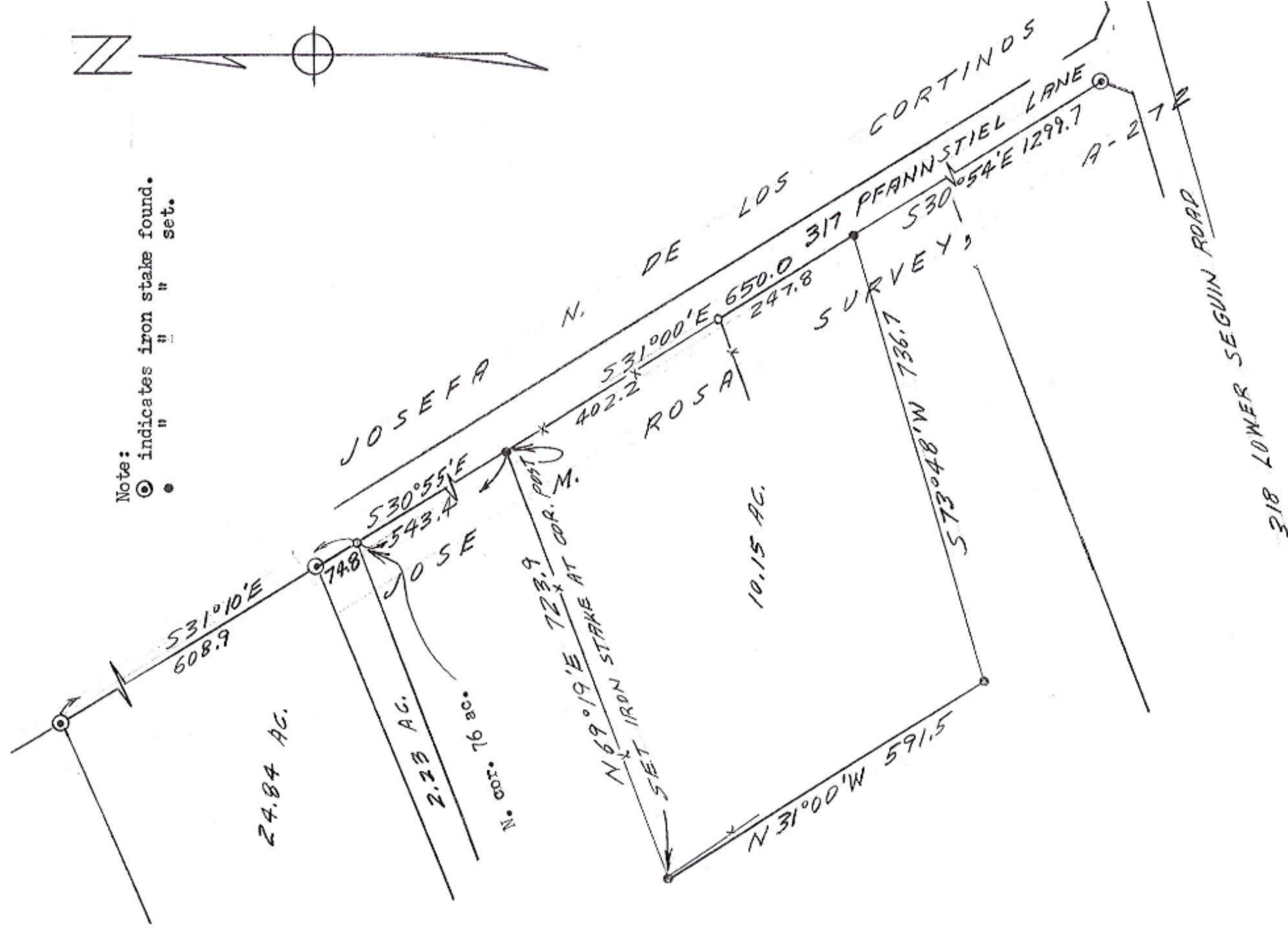
At Aunt Cora's insistence she lived on her farm until at 97 she was no longer able. In October 2023 she had a fall and after rehab resided at Autumn Winds, where in her younger years she had run the kitchen. The current kitchen manager was one of her dish washers.



Our aim is to move a livable structure onto the property behind the original house so that family can reside on the property, begin cleaning up the decades worth of detritus and taking down many of the collapsed buildings. This family presence will extend our preservation efforts to the Haecker home built in the 1800's and the original Bornneman home built in the 1900's.

Ultimately, we hope to apply for heritage farm recognition and continue the tradition of farming that has been part of the area for nearly 200 years.

7322 ✓



SEGUIN, TEXAS
OCTOBER 21, 1983

I HEREBY CERTIFY THAT THE
PLAT SHOWN HEREON REPRESENTS
THE RESULTS OF AN ON-THE-GROUND
SURVEY MADE UNDER MY SUPERVISION
IN OCTOBER, 1983.

[Signature]
H.S. BETTERTSWORTH & ASSOC., INC.
315 S. CROCKETT STREET
SEGUIN, TEXAS 78155



PLAT OF PART OF THE MANSE
76 ACRE TRACT SITUATED IN
ROSA SURVEY, A-272, GUADA
TEXAS.

Scale: 1" = 2

Called 76 ac. conveyed by
Haeker Grobe, et al to M
et ux, vol. 224 at p. 542
Records.

Well

Garage

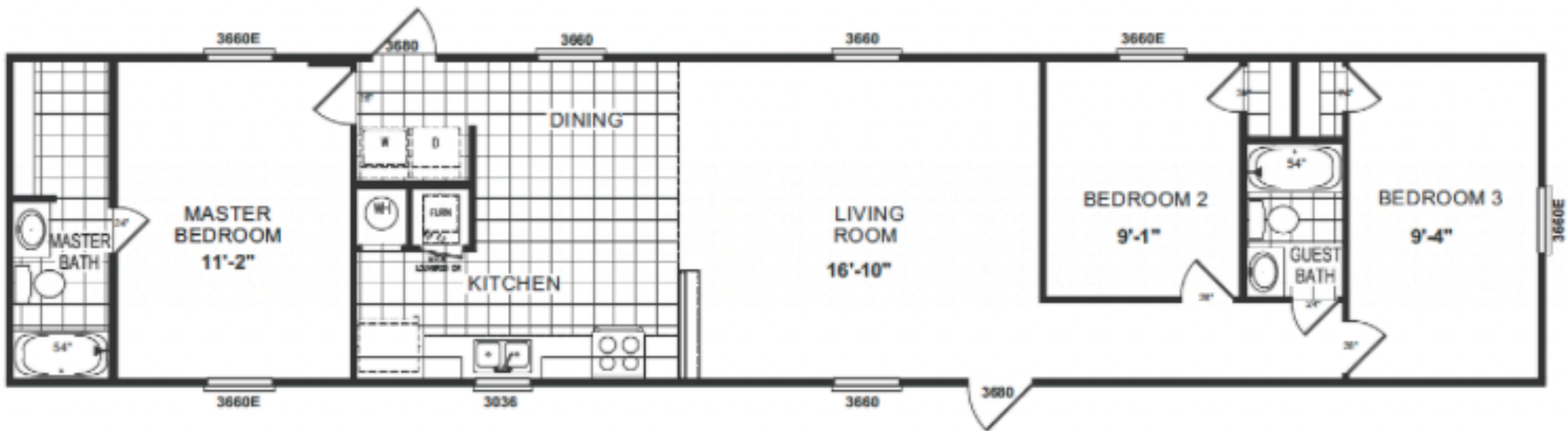
Tool
Shed

2090

16' x 12' Structure

Original
House

Chicken
Coop



Santa Fe 269

16 x 72 (76) Overall

15'6" x 72 Box 1,116 Lvg.Sq.Ft.

3 Bedroom 2 Bath

Rev. 10-11-22



OAK CREEK
HOMES

- 1) \$1000 Refundable Deposit
- 2) Contractor Site Visit
- 3) 5% Deposit to Order
- 4) Hook ups / Pad
- 5) Closing
- 6) Delivery 4-6 weeks
- 7) Inspection

CONTACTS

Contacts

Nona & John Spillers
Spillers Farm & Ranch
nona_evans@yahoo.com
512.289.9258

Susan & Dave Burhman
New Residents
susan.buhrman@gmail.com
512.507.7282



**BUILDING DEPARTMENT
PERMITS & INSPECTIONS**

Teresa Cook

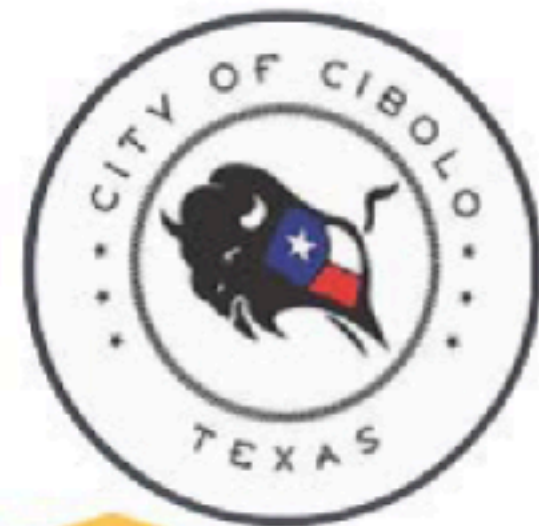
EXECUTIVE ASSISTANT TO
THE CITY BUILDING OFFICIAL

(210) 658-4175

WWW.CIBOLOTX.GOV

TCOOK@CIBOLOTX.GOV

201 W. LOOP 539
CIBOLO, TEXAS 78108



**BUILDING DEPARTMENT
PERMITS & INSPECTIONS**

Matt Hanson

CITY BUILDING OFFICIAL

TSBPE I-3904
ICC, CERTIFIED BUILDING OFFICIAL
ICC, COMBINATION INSPECTOR

WWW.CIBOLOTX.GOV

CBO@CIBOLOTX.GOV

201 W. LOOP 539
CIBOLO, TEXAS 78108



Natalie Santos

Planning Technician

Direct: (210) 619-0046

201 W. Loop 539,
Cibolo, TX 78108

nsantos@cibolotx.gov
www.cibolotx.gov

Strengths: Futuristic | Consistency | Discipline | Focus | Relator

kcunningham@cibolotx.gov



Required Applications:

For the proposed project, the following development applications are required and thus must be submitted for review and approval (in the order identified below):

Notice: All applications may be submitted via [MGO Connect!](#)

- [Conditional Use Permit](#) – Sec. 4.3.2*
 - Approval Criteria – Sec. 4.3.2
- Subdivision Plat – Sec. 20.3*
 - [Minor Plat](#) – Sec. 20.3.16
 - [Development Plat](#) – Sec. 20.3.17
 - Applicable only if there are no public improvements (extension of water and/or sewer)

Other Plans or Policies:

- [Development Guide](#)
- [Platting Guide](#)
- [Guadalupe County list of Engineers](#)

QUESTIONS REQUIRING FOLLOW-UP:

1. CBO to schedule site visit to determine how to convert existing structure

NOTES COMPLETED BY:

<input type="checkbox"/>	Susana Huerta	Assistant Planning Director	(210) 658-9900 x 1041	shuerta@cibolotx.gov
<input type="checkbox"/>	Grant Fore	Planner	(210) 658-9900 x 1046	gfore@cibolotx.gov
<input checked="" type="checkbox"/>	Lindsey Walker	Planner	(210) 658-9900 x 1040	lwalker@cibolotx.gov

MEETING ATTENDEES:

City Staff:

Kelsee Jordan Lee – Planning & Economic Director
Susana Huerta – Assistant Planning Director
Grant Fore – Planner II
Lindsey Walker – Planner I
Natalie Santos – Planning Tech
Bobby Torres – City Engineer
Dayane Cerros – City Engineer
Matt Hanson – City Building Official
Teresa Cook – Executive Assistant for CBO
Timothy Fousse – Public Works Director
Jacob Parsons – Assistant Public Works Director
Isabella Ellis – Business Development Coordinator

Applicants:

Nona Spillers
John Spillers
Susan Burhman

NOTE: This meeting is for informational purpose only. Any preliminary analysis provided by staff during this meeting does not constitute a formal review of the project, imply subsequent approval, nor preclude future comments. It is the responsibility of the applicant to read and comply with all applicable ordinances and requirements in effect on the submittal date.

The notes and comments provided at this meeting may be valid for six (6) months. Because existing site conditions and code requirements may change, you may need to discuss your proposed project with City staff should you submit an application after this 6-month period. Future meetings may be needed for subsequent applications.



Project Name: PDM-24-24 **Meeting Date:** 8/20/2024

Property Information: Address: 200 Pfannstiel Lane ☒ City / ☐ ETJ

Platted: ☐ Yes / ☒ No **Legal Description:** ABS: 272 SUR: JOSE ROSA 1.5000 AC

Zoning: AG **Overlay:** N/A **Future Land Use:** Rural Residential

MEETING COMMENTS:

Zoning:

This property's zoning district is Agricultural (AG). Under UDC Sec. 13.1, a Manufactured Home will require a CUP. However, a Manufactured Modular Home is allowed by right.

- A Manufactured Home is built entirely in a factory and transported to its final location on a steel chassis with wheels. It is designed to comply with a federal building code established by the U.S. Department of Housing and Urban Development (HUD).
- On the other hand, a Modular Home is also built in a factory, but it is transported to its final location in sections or modules. Once on-site, the modules are assembled and connected to a permanent foundation. Modular homes are built to comply with the same local building codes as traditional site-built homes.

Subdivision:

UDC Sec. 20.1.8 states that a property must be platted prior to the issuance of a building permit for a new residential dwelling unit.

Platting would not be required under Sec. 20.1.9.E.4 for the *remodeling or repair which involves no expansion of square footage*.

The property needs at least 1 acre for septic. There is one functional well on the property, which can be used, but a water quality test is strongly recommended due to potential agricultural contaminants.

For water service, GVSUD must be contacted regarding fees and connection procedures, and a permit from Cibola is needed for inspecting the waterline from the meter to the house. [Guadalupe County Public Works](#) must be contacted for septic requirements.

Applicable Development and Zoning Standards:

Overall development standards are outlined in the [UDC](#) sections listed below. However, please note this is not an all-inclusive list and that other sections of the UDC may apply to your project:

*denotes items explicitly discussed during the meeting. Please note that other sections may still apply.

- Permitted Use Tables – Article 13
 - Residential Uses – Sec. 13.1*
- Fences, Screening & Exterior Design Standards– Article 8
- Platting Requirements – Sec. 20.3.

NOTE: This meeting is for informational purpose only. Any preliminary analysis provided by staff during this meeting does not constitute a formal review of the project, imply subsequent approval, nor preclude future comments. It is the responsibility of the applicant to read and comply with all applicable ordinances and requirements in effect on the submittal date.

The notes and comments provided at this meeting may be valid for six (6) months. Because existing site conditions and code requirements may change, you may need to discuss your proposed project with City staff should you submit an application after this 6-month period. Future meetings may be needed for subsequent applications.

Hello,

On Monday, August 26, 2024, I inspected the existing structure at 2090 Pfannsteil Ln to determine whether it could be considered a dwelling unit. Mr. & Mrs. Evans explained on-site that they intend to eventually demo the more run-down portions of the house, including the only bathroom, create a "she-shed," and declassify it as a dwelling unit. That being said, the City cannot base decisions on assumptions. My findings are as follows: some can be seen in the attached pictures.

1. Working electricity, HVAC, and running water.
2. Full kitchen.
3. Significant exterior cornice & drainage plain damage.
4. Occupied until recently with the passing of a family member.
5. Sever termite damage witnessed around the entire home
6. The foundation beneath the single bathroom (1970s addition) is failing and pulling away from the original structure.

Conclusion: The 1940s home meets the requirements for a dwelling unit. However, it is nearly and may soon be utterly uninhabitable without significant repairs. The level of termite and weather damage has created a situation where any improvements would trigger the need for the entire house, sans masonry, to be rebuilt. I recommend the City not consider the original home a dwelling unit and that a signed affidavit stating the structure will not be used as one is required from the Evans'.



Click this link to Create an Account, Apply for Permits, or Pay Fees: mgoconnect.org

We are happy to sign an affidavit.

There is not a full kitchen as there is no stove or means to cook. There was a stove when Matt visited, it has since been removed.

We will likely remove the bathroom as soon as a livable structure (with bathroom) is on the premises.

This is the original Haecker Farm home that is on our Spillers Farm & Ranch property toward Arizpe.



STATE OF TEXAS

COUNTY OF GUADALUPE

§
§
§
§
§

AFFIDAVIT IN SUPPORT OF
CONDITIONAL USE PERMIT
PROJECT CUP-24-09

GENERAL AFFIDAVIT

PERSONALLY came and appeared before me John Spillers, President of Spillers Farm & Ranch LLC, owner of record of the property described as ABS: 272 SUR: JOSE ROSA 8/6500 AC and ABS: 272 SUR: JOSE ROSA 1.500 AC; otherwise known as 2090 Pfannstiel Ln, Cibolo, Guadalupe County, State of Texas, and makes this his statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matter, facts, and things set forth are correct to the best of his knowledge:

That the current structure commonly known as "1940s Farmhouse" on the above referenced property will NOT be used as a dwelling unit, residence, guest house or other habitable space now or at any time in the future.

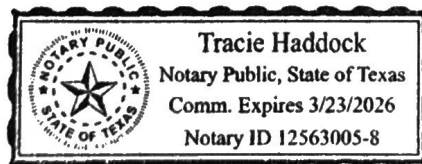
DATED this the 14 day of November, 2024.



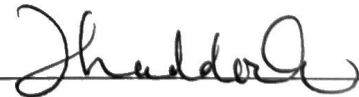
Signature of Affiant

SWORN to and subscribed before me this 14th day of November 2024, 2024.

SEAL



Notary Public,



County, TX

My Commission Expires: 3/23/2026



Notice of Conditional Use Permit Petition



October 22, 2024

Dear Property Owner,

In accordance with the Texas Local Government Code and the City of Cibolo Unified Development Code, you are receiving this official Notice of Conditional Use Permit Petition.

The purpose of this letter is to make you aware of a possible Conditional Use Permit for your property and provide you an opportunity to voice your opinion about the Conditional Use Permit. Your opinion matters.

In accordance with Code of Ordinances, the Planning and Zoning Commission will hold a public hearing on **Wednesday, November 13, 2024, at 6:30 p.m.** at the **Council Chambers of City Hall located at 200 South Main Street, Cibolo, Texas**, and the City Council will hold a public hearing on **Tuesday, December 10, 2024, at 6:30 p.m.** at the **Council Chambers of City Hall located at 200 South Main Street, Cibolo, Texas**.

The Conditional Use Permit proposal is as follows:

The purpose of both meetings is to hear public testimony regarding a request to allow a **Manufactured Home Residential** use for certain real property located at **2090 Pfannstiel Lane**, legally described as **ABS: 272 SUR: JOSE ROSA 8.6500 AC and ABS: 272 SUR: JOSE ROSA 1.5000 AC**.

Applicant/Owner: John Spillers, Spillers Farm & Ranch

Sincerely,
Lindsey Walker, CNU-A
Planner
lwalker@cibolotx.gov

REPLY NOTICE (CUP-24-09)

Name (please print): JOHN SPILLERS
Address (In relation to Map Exhibit): 2090 Pfannstiel & the surrounding 200 acres

You or your representatives may attend either or both public hearings. In order to officially register your support or opposition to the Conditional Use Permit you must sign and return this form **prior to the scheduled public hearing** by one of the following options:

US MAIL:
IN PERSON:
EMAIL:

City of Cibolo, Attn: Planning Department, 200 S Main Street, Cibolo, TX 78108
City Hall Annex: 201 W Loop 539, Cibolo, TX, 78108 (Mail NOT accepted at this address)
Take a photo or scan it to planning@cibolotx.gov

☒ In Favor

☐ Opposed

Comments:

Signature: John Spillers

Date: 10.26.24



Notice of Conditional Use Permit Petition



October 22, 2024

Dear Property Owner,

In accordance with the Texas Local Government Code and the City of Cibolo Unified Development Code, you are receiving this official Notice of Conditional Use Permit Petition.

This notice does not directly pertain to your property.

The purpose of this letter is to make you aware of a possible Conditional Use near your property and provide you an opportunity to voice your opinion about the possible Conditional Use Permit. Your opinion matters.

In accordance with Code of Ordinances, the Planning and Zoning Commission will hold a public hearing on **Wednesday, November 13, 2024, at 6:30 p.m.** at the **Council Chambers of City Hall located at 200 South Main Street, Cibolo, Texas**, and the City Council will hold a public hearing on **Tuesday, December 10, 2024, at 6:30 p.m.** at the **Council Chambers of City Hall located at 200 South Main Street, Cibolo, Texas.**

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Applicant/Owner: John Spillers, Spillers Farm & Ranch

Sincerely,
Lindsey Walker, CNU-A
Planner
lwalker@cibolotx.gov

REPLY NOTICE (CUP-24-09)

Name (please print): Pfannstiel Farms LLC

Address (In relation to Map Exhibit): 1365 Pfannstiel LN, Cibolo, TX 78108

You or your representatives may attend either or both public hearings. In order to officially register your support or opposition to the Conditional Use Permit you must sign and return this form **prior to the scheduled public hearing** by one of the following options:

US MAIL:	City of Cibolo, Attn: Planning Department, 200 S Main Street, Cibolo, TX 78108
IN PERSON:	City Hall Annex: 201 W Loop 539, Cibolo, TX, 78108 (Mail NOT accepted at this address)
EMAIL:	Take a photo or scan it to planning@cibolotx.gov

☒ In Favor

☐ Opposed

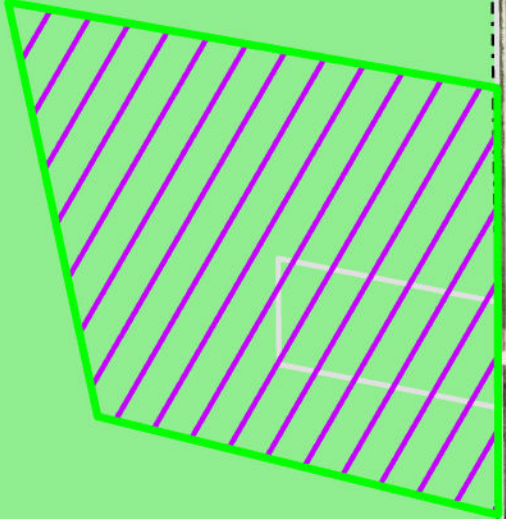
Comments:

Signature:

Randy Pfannstiel

Date:

Oct 30, 2024








CIBOLO

Pfannstiel Ln

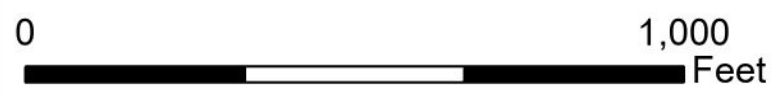
Pfannstiel Ln

Lower Seguin Rd

Property Information Map 2090 Pfannstiel Ln

-  Property of Interest
-  Agricultural (AG)
-  Parcel Boundaries
-  Cibolo City Limits
-  Cibolo ETJ

Water: GVSUD
Sewer Service: GVSUD
Council District: 7
Zoning: Agricultural (AG)





2090 Pfannsteil Lane

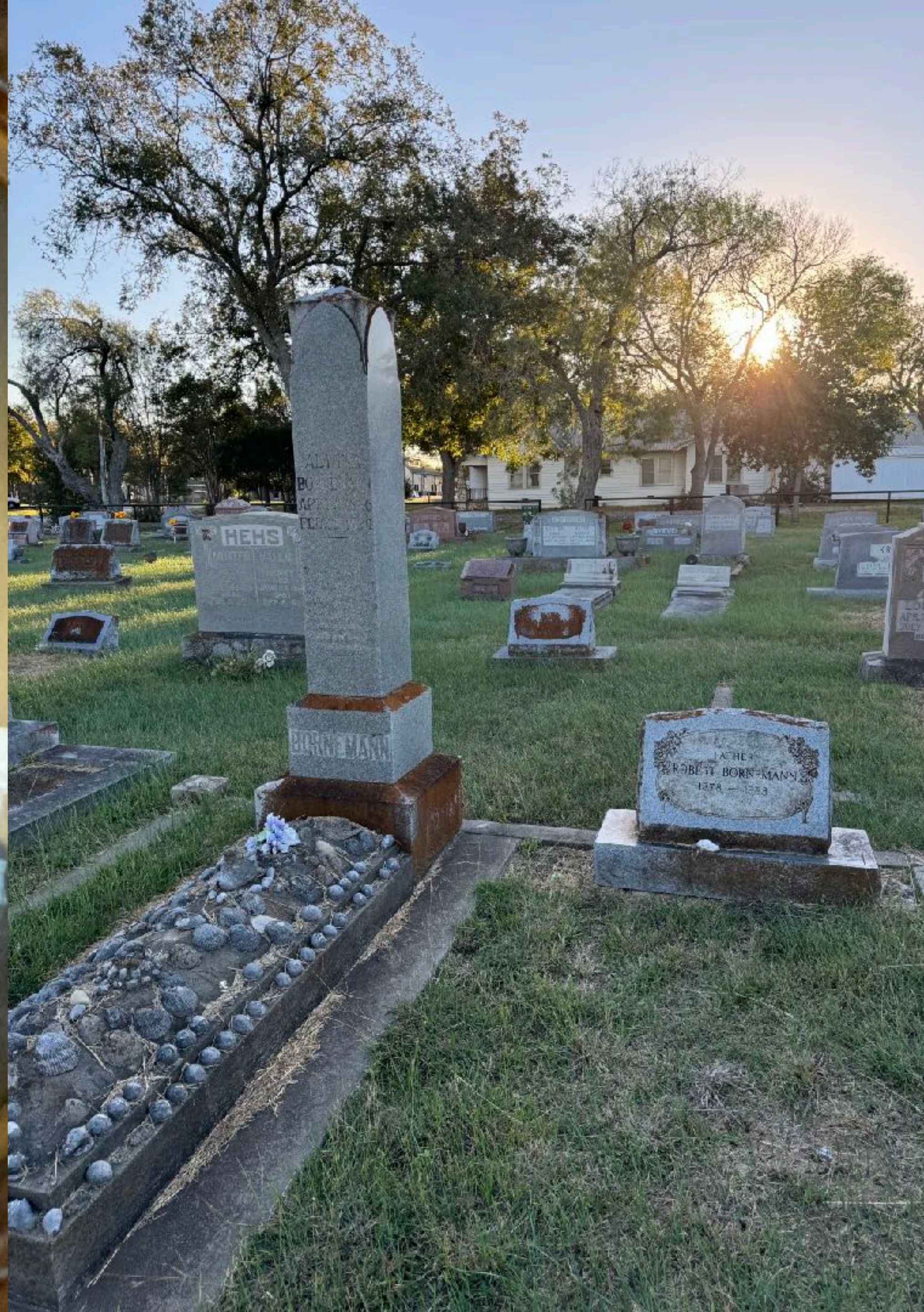
Putting Family Back on the Farm to Preserve 150+ years of Heritage and Cibolo History.



Zuercher Farm is 10.15 acres amidst more than 220 acres that was one of the original homesteads in Cibolo. The Bornneman's built a home on the corner of Pfannstiel & Lower Segin in the early 1900's. Cora Lee Bornneman was born on the farm in 1926. Laura Haecker gave Cora Lee & her husband Alfred Zuercher that 10 acre plot when they got married. Alfred farmed the entire area for decades. Our aim is to preserve as much of the family history as we can while cleaning up many of the buildings that are fallen. The future residents of 2090 Pfannstiel are family. Susan is an archivist, avid gardener and botanist. Dave is a craftsman and mechanic. He's already resuscitated the old Snapper mower that was hiding the one of the barns.

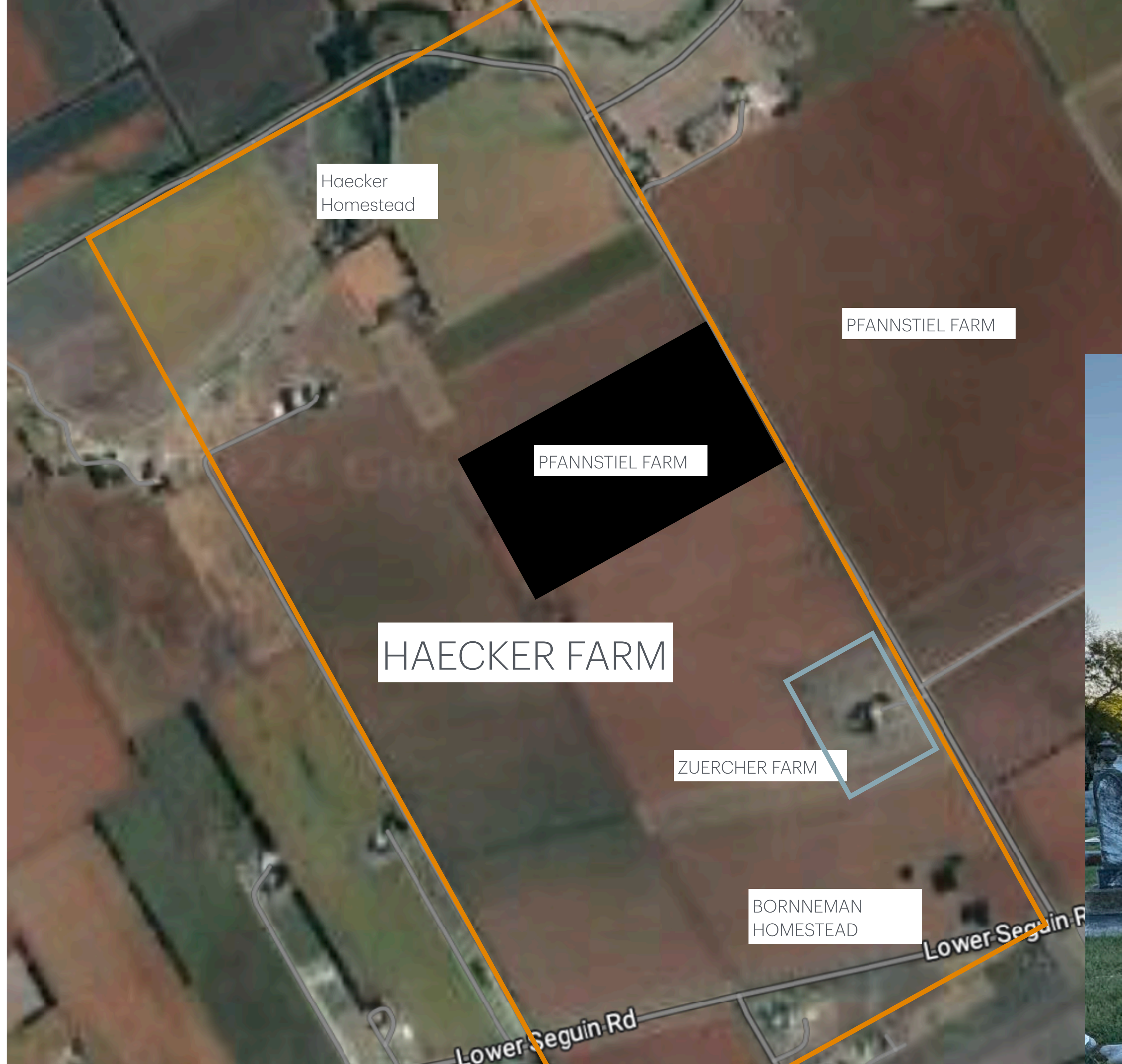


Robert & Ella Bornneman - Cora Lee's Mom & Dad
Robert was John Spillers Great Grandfather

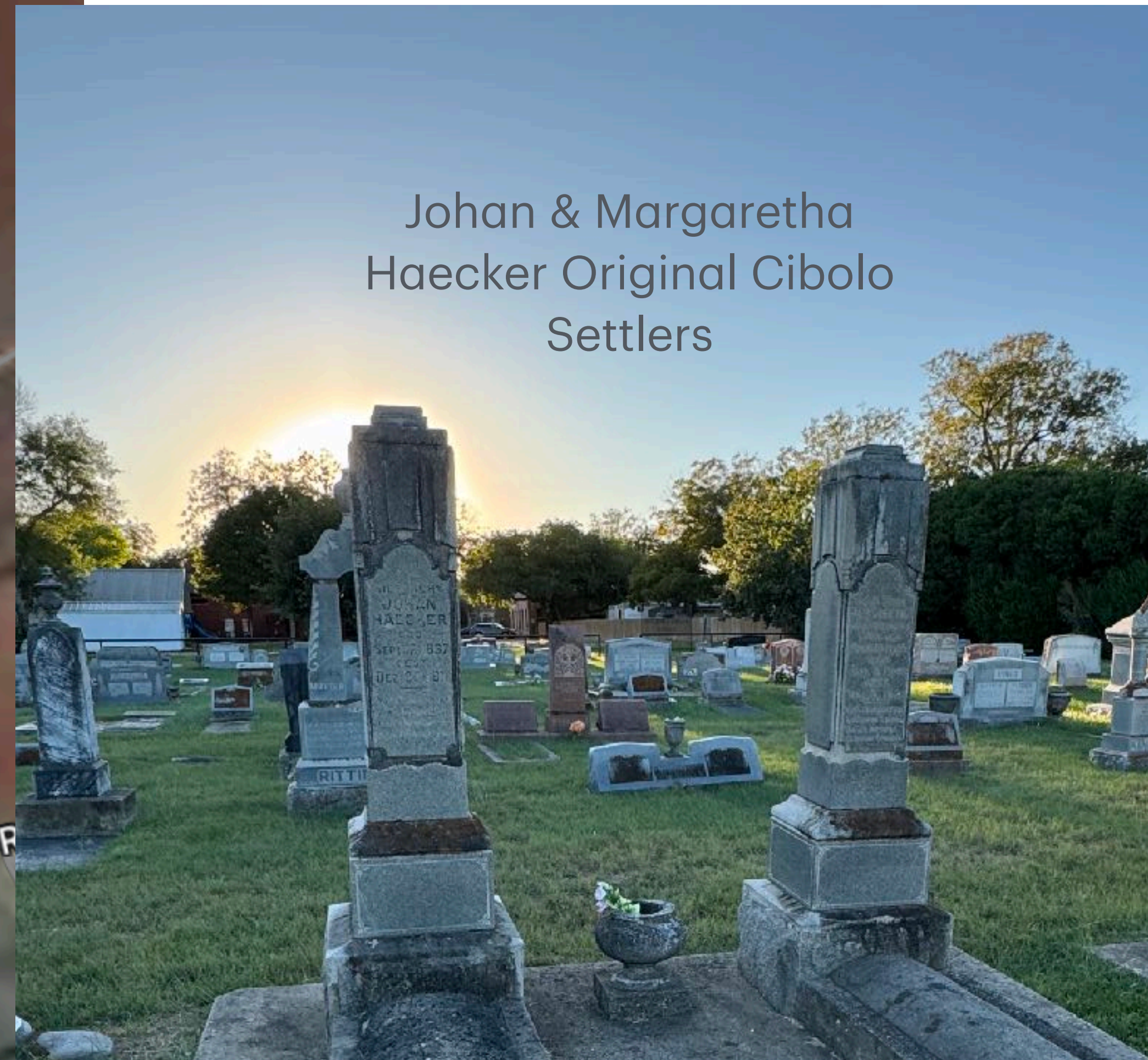


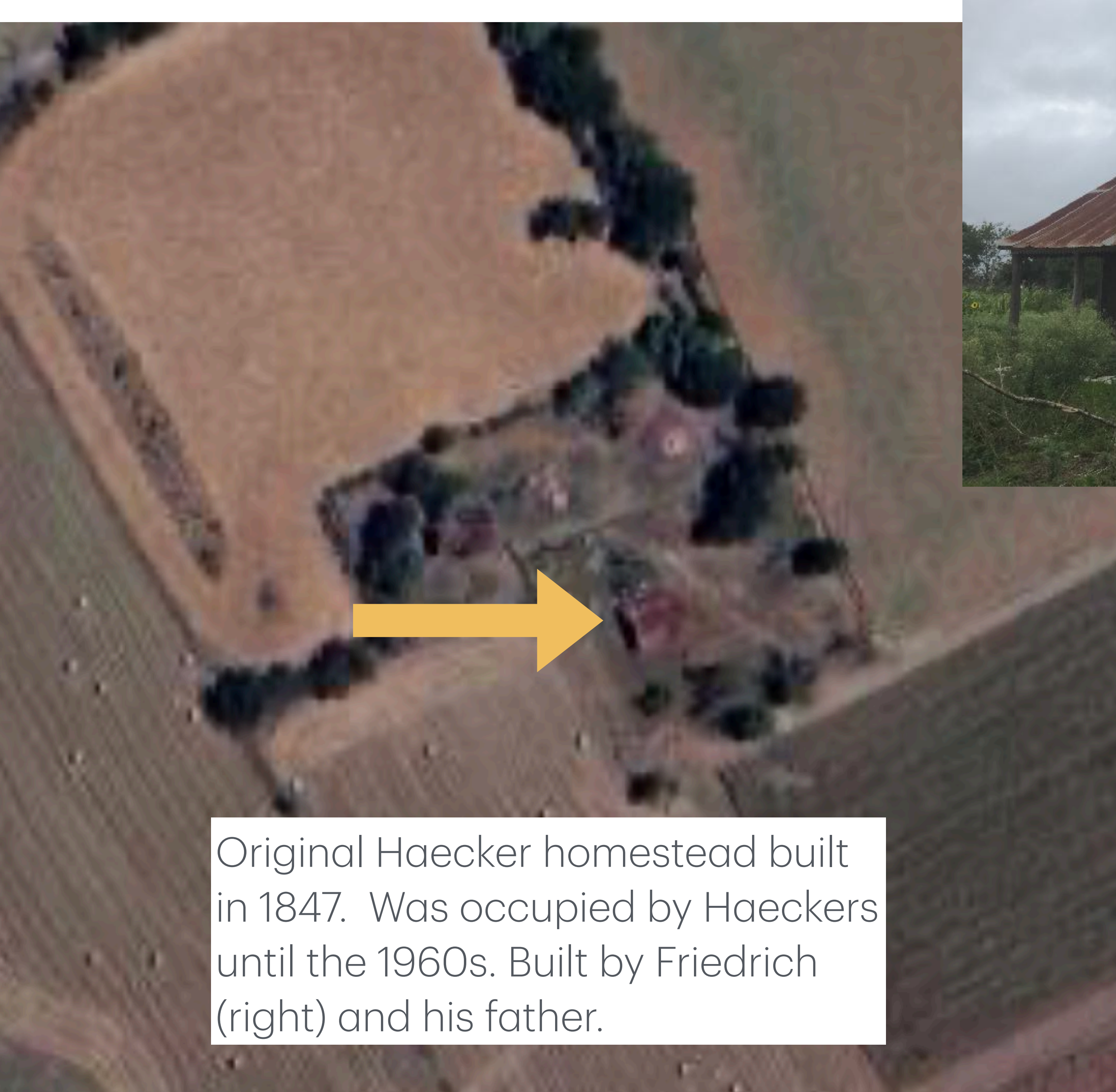
THE BIG PICTURE

Preserving Cibolo History Through the Texas Heritage Haecker Family Farm



Johan & Margaretha
Haecker Original Cibolo
Settlers





Original Haecker homestead built in 1847. Was occupied by Haeckers until the 1960s. Built by Friedrich (right) and his father.





The Bornneman homestead where Cora Lee was born. The home is still there.





Our CUP application is simple, we need a safe place for family to live.

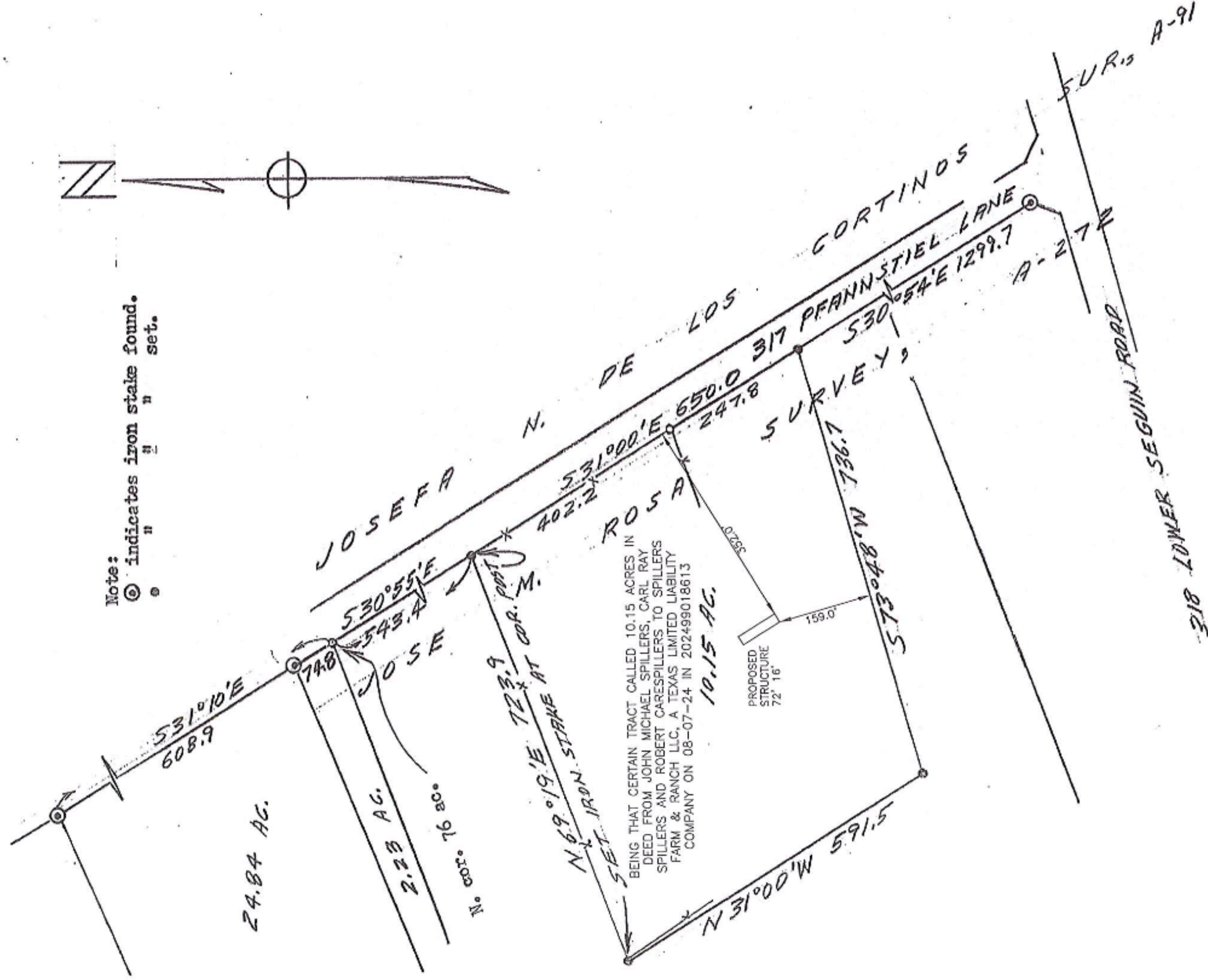
Our goal is lofty - we want to honor this land by cleaning up 100 years of farm implements and bacon grease, diet Pepsi cans and long necks and every television and telephone ever operated on the property. We aim to improving the environmental stewardship, heal the soil, grow food for people all while preserving the history and family heritage.





This 1940's structure has been inspected by the City and deemed uninhabitable. Repairs for safety will be made and the building used as storage for canned and preserved goods as well as to house the historical artifacts that chart the story of the families and land.

7322 ✓



SEGUIN, TEXAS
OCTOBER 21, 1983

I HEREBY CERTIFY THAT THE
PLAT SHOWN HEREON REPRESENTS
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IN OCTOBER, 1983.

PROPOSED IMPROVEMENT
ADDED 10-17-24
H.S. BETTERS WORTH & ASSOC., INC.
315 S. CROCKETT STREET
SEGUIN, TEXAS 78155



PLAT OF PART OF THE MANSEL SPILLERS
76 ACRE TRACT SITUATED IN THE JOSE
ROSA SURVEY, A-272, GUADALUPE COUNTY,
TEXAS.

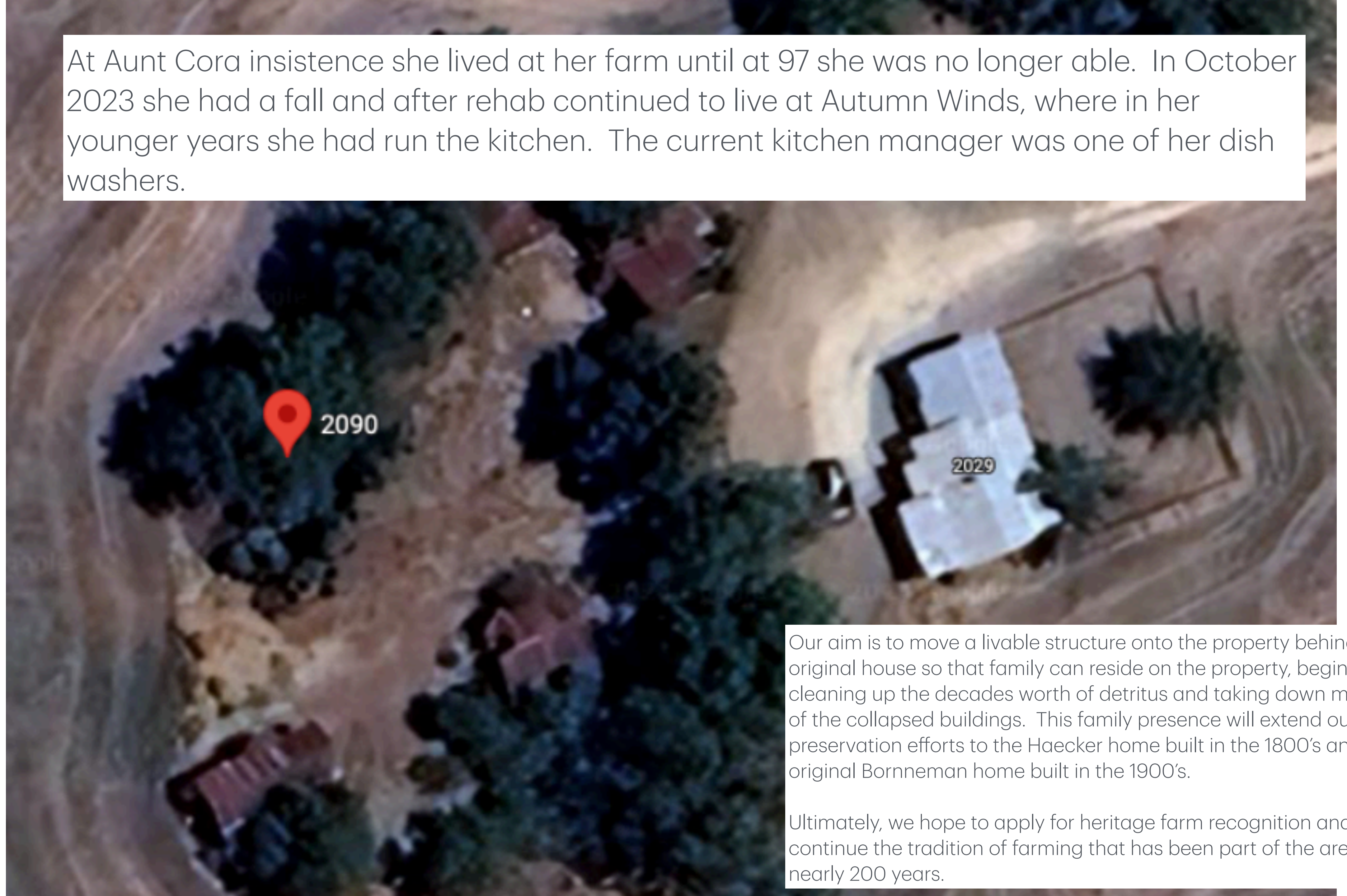
Scale: 1" = 200'

Called 76 ac. conveyed by Bertha
Haecker Grobe, et al to Mansel Spiller
et ux, vol. 224 at p. 542 of the Deed
Records.

ADDRESS: 2090 PFANNSTIEL LANE

BETTERS WORTH & ASSOCIATES, INC.
111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
PH: 830.379.5552 E-MAIL: ken@betersworthassoc.com

At Aunt Cora insistence she lived at her farm until at 97 she was no longer able. In October 2023 she had a fall and after rehab continued to live at Autumn Winds, where in her younger years she had run the kitchen. The current kitchen manager was one of her dish washers.



Our aim is to move a livable structure onto the property behind the original house so that family can reside on the property, begin cleaning up the decades worth of detritus and taking down many of the collapsed buildings. This family presence will extend our preservation efforts to the Haecker home built in the 1800's and the original Bornneman home built in the 1900's.

Ultimately, we hope to apply for heritage farm recognition and continue the tradition of farming that has been part of the area for nearly 200 years.

Zuercher Farm Site Plan
2090 Pfannstiel Ln

Well

Garage

Tool
Shed

2090

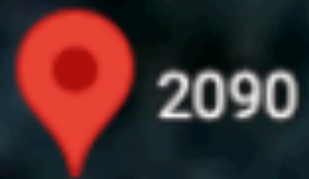
16' x 72' Structure

Original
House

Chicken
Coop

CITY REQUIRES A MINIMUM OF 1 ACRE FOR ALLOWABLE SEPTIC

SEPTIC SYSTEM

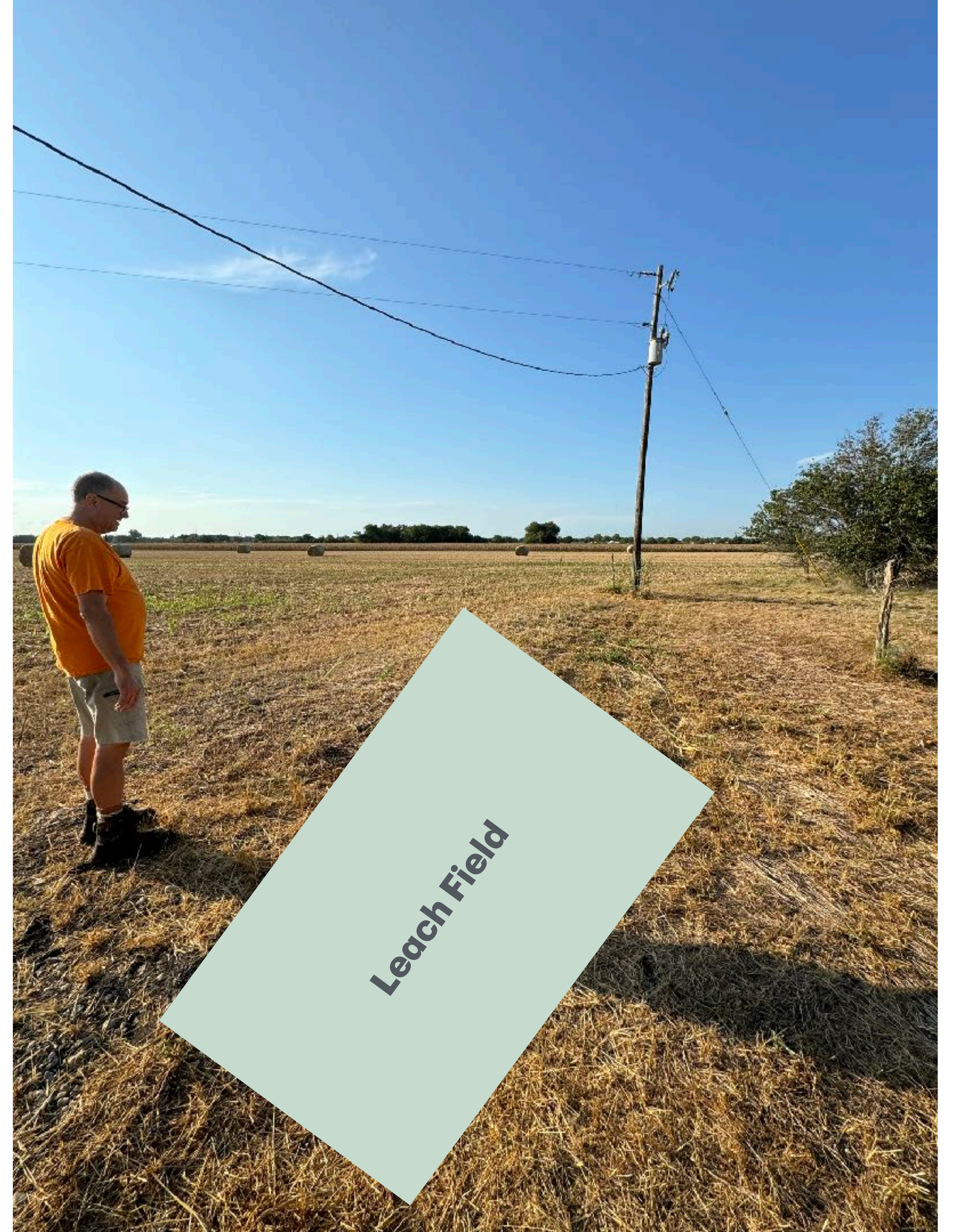


2029

Septic Tank

Leach Field

Power Pole





BULLDOG SEPTIC

5361 Gin Road
Marion, Texas 78124

Septic Tank Inspection Report

Property Information

Date of Service/Maintenance: 4/29/24	Phone #: 512-293-1374
Owner's Name: John Spillers	Email: Jmspillers@yahoo.com
Address of Inspection: 2090 Pfannsteil Ln, Cibolo, TX 78108	
Number of Bedrooms: N/A	Year Septic System Build, If Known: 1974

Septic System Information

<input checked="" type="checkbox"/> Septic Tank with Leach Field/ seepage pit(s)		<input type="checkbox"/> Septic Tank with Pump		<input type="checkbox"/> Other: (Describe)	
Tank Capacity (Gallons): 1000			Number of Compartments: 1		
Access Lids	Number: 1	Size: 15x15	Depth: 8"	Access Risers Present? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Septic Tank Construction		<input type="checkbox"/> Rectangular <input checked="" type="checkbox"/> Round <input type="checkbox"/> Other Shape:			
<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Fiberglass	<input type="checkbox"/> Plastic	<input type="checkbox"/> Brick	<input type="checkbox"/> Other	
Septic Tank Condition		Lids Deteriorated: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Baffle Wall Deteriorated: <input type="checkbox"/> No <input type="checkbox"/> Yes N/A			
Tank Deteriorated: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		Inlet Tee Present: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		Outlet Tee Present: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Riser Lids Seal Properly: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes No Risers Present		Heavy Grease Build-Up: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
Conventional System <input type="checkbox"/> N/A					
Prior to pumping was effluent above the outflow tee? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes effluent level was lower than the outlet tee due to the house being vacant					
While pumping did effluent re-enter tank from leach system? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (may indicate system failure)					
Signs of surfacing effluent observed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Location:					
Any signs of past drainage problems? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Location:					
System appears to be functioning satisfactorily? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes					
Aerobic System <input checked="" type="checkbox"/> N/A					
Pump Operating Properly: <input type="checkbox"/> No <input type="checkbox"/> Yes					
Air Compressor Operating Properly: <input type="checkbox"/> No <input type="checkbox"/> Yes					
Alarms Operating Properly: <input type="checkbox"/> No <input type="checkbox"/> Yes		Low Air Pressure <input type="checkbox"/> No <input type="checkbox"/> Yes		High Level in Pump Tank <input type="checkbox"/> No <input type="checkbox"/> Yes	
Number of Sprinkler Heads:		Distance of Spray		Sprinkler Heads Operating Properly <input type="checkbox"/> No <input type="checkbox"/> Yes	
Chlorine Tablets: <input type="checkbox"/> No <input type="checkbox"/> Yes		Liquid Bleach: <input type="checkbox"/> No <input type="checkbox"/> Yes			
Continued on Page 2					
For questions about septic repair or maintenance visit our website at: https://www.bulldogseptic.com .					
NOTE: This Inspection Report is based on the condition of the system as of the date of the inspection. This Inspection Report is a statement of fact only, it is not a guarantee for the future condition of the septic system. Bulldog Septic does not offer any warranties, either expressed or implied, as to the findings or condition of this inspection.					



BULLDOG SEPTIC

5361 Gin Road
Marion, Texas 78124

Septic Tank Inspection Report

Page 2

Septage Removal	Volume pumped (gallons): 500	
Summary of Maintenance Performed		
Repairs or upgrades required? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes, summarize below); We located the tank and found that the level was lower then a normal level due to the house being vacant for a while. We were not able to do a hydraulic load test on the system due to the level. Next we pumped the tank out and inspected the tank for cracks. The tank was in good condition with no cracks.		
Comments or Recommendations:		
We recommend having the septic pumped out every 3 to 5 years depending on the amount of usage. We also recommend using thrift drain cleaner to keep the system working properly. Due to not being able to perform a hydraulic load test on the lateral lines we recommend jetting them if for some reason they give you any issues. Please feel free to call us at 830-583-7867 with any questions that you may have.		
Inspector Information	Inspection Result: <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail	Inspector Name: Scott Platt, NAWT # 16015ITC
The useful life of any septic system is determined by numerous factors, including, but not limited to: soil characteristics, water usage and proper maintenance. The inspection report is based on observations by the inspector and information provided by the owner, it is not a guarantee of system adequacy.		
Signature of Inspector: Scott Platt Date: 4/29/24 Phone Number: (830) 583-7867		
For questions about septic repair or maintenance visit our website at: https://www.bulldogseptic.com .		
NOTE: This Inspection Report is based on the condition of the system as of the date of the inspection. This Inspection Report is a statement of fact only, it is not a guarantee for the future condition of the septic system. Bulldog Septic does not offer any warranties, either expressed or implied, as to the findings or condition of this inspection.		

Aug 20, 2024
I spoke with Meagan Rochester in County Planning.
megan.rochester@co.guadalupe.tx.us

The septic system was installed by Wilton Krause. He is no longer working but his daughter took over the business. The permit is #562 - literally is was the 562nd one in the entire county.

The only issue is that the leach field is on the ag deed property. Per Meagan, if we combine the two deeds all we need to do is sign an acknowledgement that states if the septic system breaks we will fix it.

Meagan is familiar with Bulldog Septic and is comfortable with their inspection.



Chain-Of-Custody Record

Report To		Customer Acct. #:		Invoice To (if applicable)							
Name: JOHN SPILLERS				Name:							
Address: 3005 SUSSEX GARDENS AUSTIN 78748				Address:							
Phone #: 512 289 9258				Phone #:							
Email: nora_evans@yahoo.com				Email:							
Thermometer #: 29	Observed / Corrected Temp (°C): 25.0 / 25.1			Chlorine Check Reagent ID: 052324-06							
Sample Iced (Circle One): Yes / No		CoC Page: 1 of 1		Chlorine: Absent Present							
No. of Containers: 8		Containers Intact (Circle One): Yes / No		pH Paper Reagent ID: 111522-02							
Residual Chlorine (Total/Free) Results:											
Date Collected	Time Collected	Matrix	Sx Vol. P=Plastic G=Glass A=Amber	Sample Name/Description	Preservation ID (PID#) TCEQ ID Number	Grab / Comp	Analysis Requested	GBRA Sample ID	pH	Preservative	Sub Out
8.26.24	8:45	DW	1L-P	ZUERCHER FARM	070324-11	G	Hardness		< 2	H2SO4	
			100mL-P			G	Total Coliform/E. Coli			Na2S2O3	
			500mL-P			G	K, Na, Mn, Ca, Mg, Pb, Fe		< 2	HNO3	Y
			1L-P			G	pH, Conductivity, Chloride				
			1L-A			G	Sulfate, Fluoride, Nitrate-Nitrogen				
						G	Herbicides, Pesticides				Y
Matrices: WW=Wastewater, DW=Drinking Water, SW=Surface Water, S=Sludge/Soil											
Samples marked above as "Sub Out" will be subcontracted to a laboratory that meets the regulatory or end-user requirements of these samples											
Expedite Samples: 24hr/Holiday (4x Fee) 48hr/Weekend (3x Fee) 3-5 days (2x Fee) Due Date:											
Sampler Name (Print): NORA SPILLERS						Sampler Signature: [Signature]					
Relinquished By: [Signature]						Transferred To: [Signature]					
Relinquished By:						Received By:					
Relinquished By:						Received By:					
Relinquished By:						Received By:					
NOTES / COMMENTS / SHIP TO: *bottle provided by subcontracted lab JM 8/26/24											

**GUADALUPE-BLANCO
RIVER AUTH**
2225 E. COMMONS ST.
NEW BRAUNFELS, TX 78130
8303795822

lab fees. John Spillers

Cashier: Jenna M.
26-Aug-2024 11:12:54A

Transaction 200010

1 Custom Item	\$701.00
Subtotal	\$701.00
Convenience 3%	\$21.03
Fee	

Total	\$722.03
CREDIT CARD SALE	\$722.03
MASTERCARD 5929	

Retain this copy for statement
validation

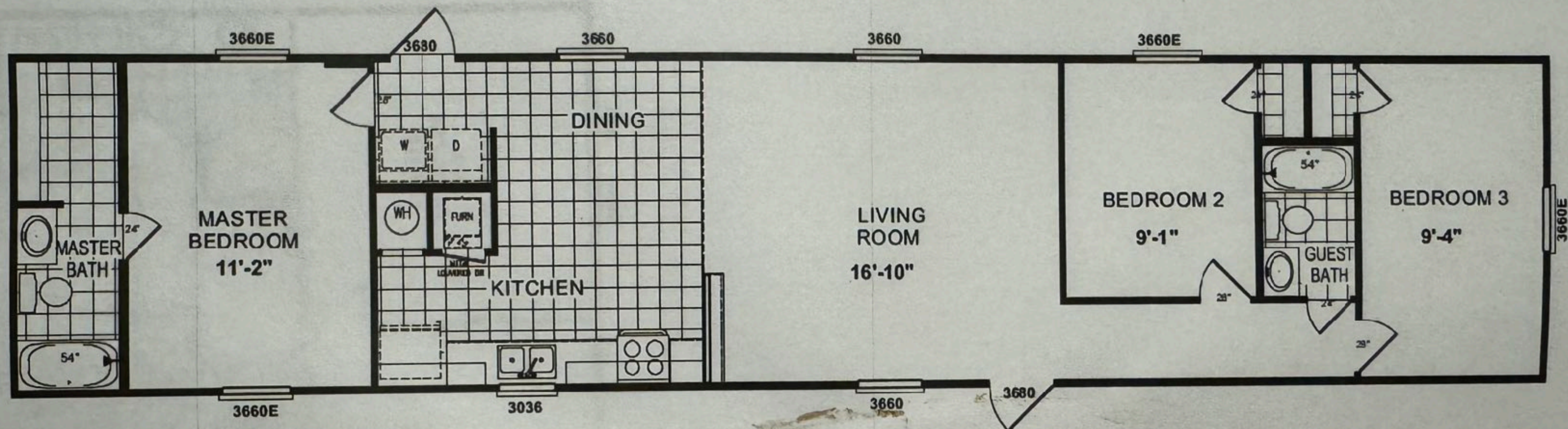
26-Aug-2024 11:13:23A
\$722.03 | Method: CONTACTLESS
US Debit XXXXXXXXXX5929
Reference ID: 423900502092
Auth ID: 002305
MID: *****2889
AID: A0000000042203
AthNtwkNm: ACCEL
RtInd: DEBIT
PIN VERIFIED

Online: <https://clover.com/p/ZFWQD8BB3MAHT>

Clover ID: Q33V52FT0D5VE
Payment ZFWQD8BB3MAHT

Clover Privacy Policy
<https://clover.com/privacy>

NEW STRUCTURE



Santa Fe 269

16 x 72 (76) Overall

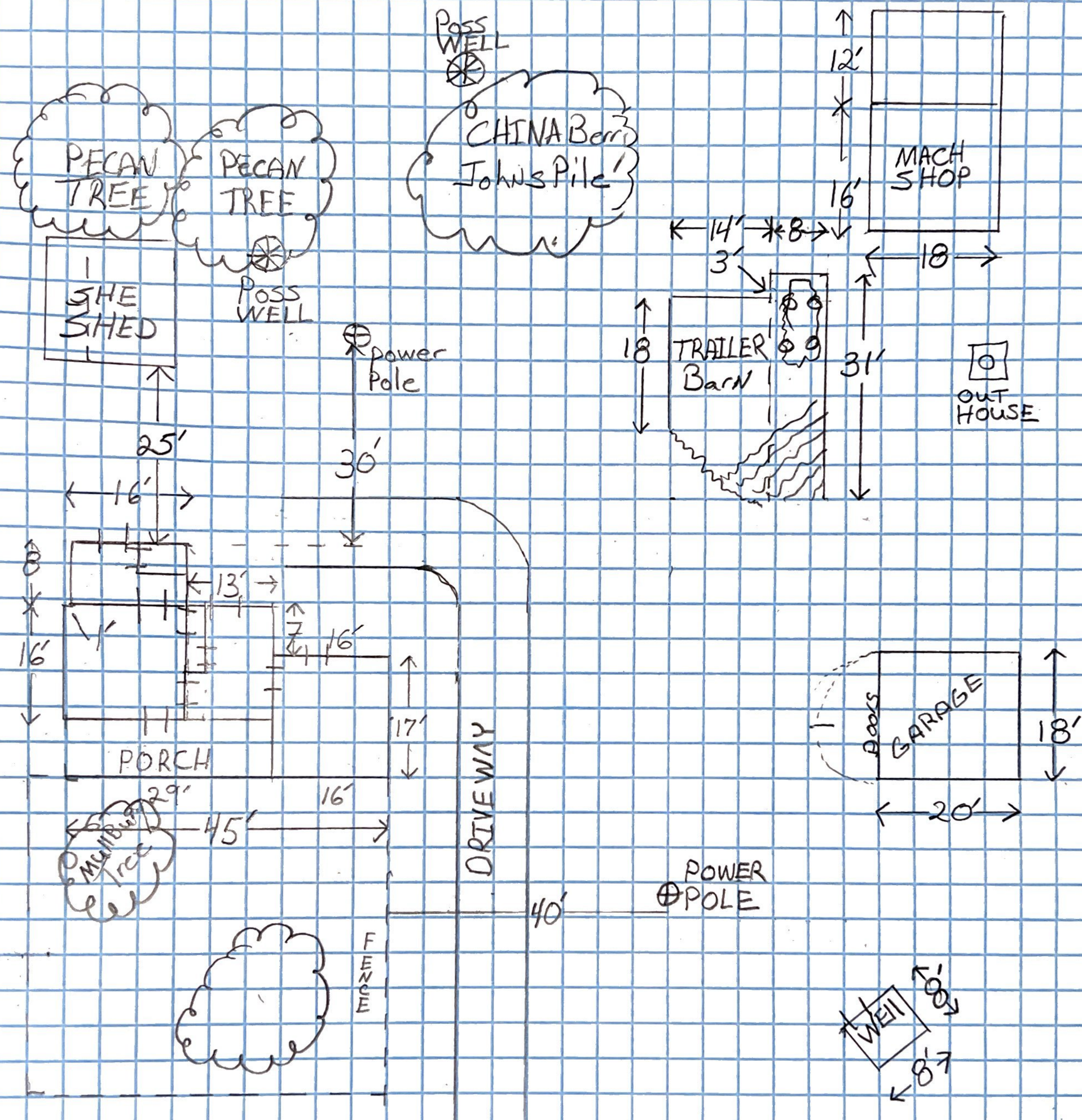
15'6" x 72 Box 1,116 Lvg.Sq.Ft.

3 Bedroom 2 Bath

Rev. 10-11-22

XM

824.



SCALE 1 SQ = 5'
1/4" +/-

CONTACTS

Contacts

Nona & John Spillers
Spillers Farm & Ranch
nona_evans@yahoo.com
512.289.9258

Susan & Dave Burhman
New Residents
susan.buhrman@gmail.com
512.507.7282



**BUILDING DEPARTMENT
PERMITS & INSPECTIONS**

Teresa Cook

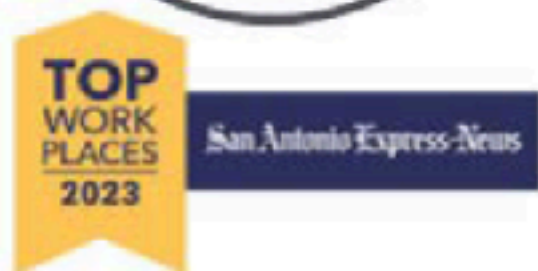
EXECUTIVE ASSISTANT TO
THE CITY BUILDING OFFICIAL

☎ (210) 658-4175

🌐 WWW.CIBOLOTX.GOV

✉ TCOOK@CIBOLOTX.GOV

📍 201 W. LOOP 539
CIBOLO, TEXAS 78108



**BUILDING DEPARTMENT
PERMITS & INSPECTIONS**

Matt Hanson

CITY BUILDING OFFICIAL

TSBPE I-3904
ICC, CERTIFIED BUILDING OFFICIAL
ICC, COMBINATION INSPECTOR

🌐 WWW.CIBOLOTX.GOV

✉ CBO@CIBOLOTX.GOV

📍 201 W. LOOP 539
CIBOLO, TEXAS 78108



Natalie Santos

Planning Technician

Direct: (210) 619-0046

201 W. Loop 539,
Cibolo, TX 78108

nsantos@cibolotx.gov
www.cibolotx.gov

Strengths: Futuristic | Consistency | Discipline | Focus | Relator



Required Applications:

For the proposed project, the following development applications are required and thus must be submitted for review and approval (in the order identified below):

Notice: All applications may be submitted via [MGO Connect!](#)

- [Conditional Use Permit](#) – Sec. 4.3.2*
 - Approval Criteria – Sec. 4.3.2
- Subdivision Plat – Sec. 20.3*
 - [Minor Plat](#) – Sec. 20.3.16
 - [Development Plat](#) – Sec. 20.3.17
 - Applicable only if there are no public improvements (extension of water and/or sewer)

Other Plans or Policies:

- [Development Guide](#)
- [Platting Guide](#)
- [Guadalupe County list of Engineers](#)

QUESTIONS REQUIRING FOLLOW-UP:

1. CBO to schedule site visit to determine how to convert existing structure

NOTES COMPLETED BY:

<input type="checkbox"/>	Susana Huerta	Assistant Planning Director	(210) 658-9900 x 1041	shuerta@cibolotx.gov
<input type="checkbox"/>	Grant Fore	Planner	(210) 658-9900 x 1046	gfore@cibolotx.gov
<input checked="" type="checkbox"/>	Lindsey Walker	Planner	(210) 658-9900 x 1040	lwalker@cibolotx.gov

MEETING ATTENDEES:

City Staff:

Kelsee Jordan Lee – Planning & Economic Director
Susana Huerta – Assistant Planning Director
Grant Fore – Planner II
Lindsey Walker – Planner I
Natalie Santos – Planning Tech
Bobby Torres – City Engineer
Dayane Cerros – City Engineer
Matt Hanson – City Building Official
Teresa Cook – Executive Assistant for CBO
Timothy Fousse – Public Works Director
Jacob Parsons – Assistant Public Works Director
Isabella Ellis – Business Development Coordinator

Applicants:

Nona Spillers
John Spillers
Susan Burhman

NOTE: This meeting is for informational purpose only. Any preliminary analysis provided by staff during this meeting does not constitute a formal review of the project, imply subsequent approval, nor preclude future comments. It is the responsibility of the applicant to read and comply with all applicable ordinances and requirements in effect on the submittal date.

The notes and comments provided at this meeting may be valid for six (6) months. Because existing site conditions and code requirements may change, you may need to discuss your proposed project with City staff should you submit an application after this 6-month period. Future meetings may be needed for subsequent applications.



Project Name: PDM-24-24 **Meeting Date:** 8/20/2024

Property Information: Address: 200 Pfannstiel Lane ☒ City / ☐ ETJ

Platted: ☐ Yes / ☒ No **Legal Description:** ABS: 272 SUR: JOSE ROSA 1.5000 AC

Zoning: AG **Overlay:** N/A **Future Land Use:** Rural Residential

MEETING COMMENTS:

Zoning:

This property's zoning district is Agricultural (AG). Under UDC Sec. 13.1, a Manufactured Home will require a CUP. However, a Manufactured Modular Home is allowed by right.

- A Manufactured Home is built entirely in a factory and transported to its final location on a steel chassis with wheels. It is designed to comply with a federal building code established by the U.S. Department of Housing and Urban Development (HUD).
- On the other hand, a Modular Home is also built in a factory, but it is transported to its final location in sections or modules. Once on-site, the modules are assembled and connected to a permanent foundation. Modular homes are built to comply with the same local building codes as traditional site-built homes.

Subdivision:

UDC Sec. 20.1.8 states that a property must be platted prior to the issuance of a building permit for a new residential dwelling unit.

Platting would not be required under Sec. 20.1.9.E.4 for the *remodeling or repair which involves no expansion of square footage*.

The property needs at least 1 acre for septic. There is one functional well on the property, which can be used, but a water quality test is strongly recommended due to potential agricultural contaminants.

For water service, GVSUD must be contacted regarding fees and connection procedures, and a permit from Cibola is needed for inspecting the waterline from the meter to the house. [Guadalupe County Public Works](#) must be contacted for septic requirements.

Applicable Development and Zoning Standards:

Overall development standards are outlined in the [UDC](#) sections listed below. However, please note this is not an all-inclusive list and that other sections of the UDC may apply to your project:

*denotes items explicitly discussed during the meeting. Please note that other sections may still apply.

- Permitted Use Tables – Article 13
 - Residential Uses – Sec. 13.1*
- Fences, Screening & Exterior Design Standards– Article 8
- Platting Requirements – Sec. 20.3.

NOTE: This meeting is for informational purpose only. Any preliminary analysis provided by staff during this meeting does not constitute a formal review of the project, imply subsequent approval, nor preclude future comments. It is the responsibility of the applicant to read and comply with all applicable ordinances and requirements in effect on the submittal date.

The notes and comments provided at this meeting may be valid for six (6) months. Because existing site conditions and code requirements may change, you may need to discuss your proposed project with City staff should you submit an application after this 6-month period. Future meetings may be needed for subsequent applications.



ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF CIBOLO, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR 10.15 ACRES OF REAL PROPERTY LOCATED AT 2090 PFANNSTIEL LANE TO ALLOW FOR MANUFACTURED HOME RESIDENTIAL USE; IMPOSING CONDITIONS ON SUCH CONDITIONAL USE; AMENDING THE ZONING MAP OF THE CITY OF CIBOLO, TEXAS; DECLARING COMPLIANCE WITH APPLICABLE STATE AND LOCAL LAWS; PROVIDING FOR SAVINGS, REPEAL, SEVERABILITY, AND PUBLICATION; DECLARING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS CONDUCTED IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; PROVIDING A PENALTY; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City Council of the City of Cibolo ("City Council") finds that Texas Local Government Code Chapter 211 authorizes the City of Cibolo ("City"), as a home rule municipality, to adopt, repeal or amend zoning district boundaries and regulations in order to promote the public health, safety, and general welfare of the City; and

WHEREAS, the City Council finds that the City has adopted such regulations as codified in the City's Unified Development Code ("UDC"); and

WHEREAS, the City Council finds that Spillers Farm and Ranch, LLC ("Owner") owns approximately 10.15 acres of land located within the corporate limits of the City, composed of two parcels, described as ABS: 272 SUR: JOSE 8.6500 AC AND ABS: 272 SUR: JOSE ROSA 1.5000 AC, and generally located at 2090 Pfannstiel Lane ("Property"); and

WHEREAS, the City Council finds that the Property presently has a zoning classification of Agricultural AG; and

WHEREAS, the City Council finds that the Property contains an existing structure, and Owner desires to stop using such structure as a dwelling unit and replace it instead with a manufactured home; and

WHEREAS, the City Council finds that Article 13 of the UDC allows manufactured homes residential uses within agriculturally zoned properties upon approval of a Conditional Use Permit ("CUP"); and

WHEREAS, the City Council finds that the Owner's representative, John Spillers, has submitted to the City an application for a CUP to allow Manufactured Home Residential use on the Property; and

WHEREAS, the City Council finds that, pursuant to Sections 4.3.2 and 4.3.1.1 of the UDC, said application was submitted to the City with proof of ownership and authorization to file such application; and

WHEREAS, the City Council finds that two public hearings were held for the purpose of providing all interested persons the opportunity to be heard concerning the proposed CUP to allow for Manufactured Home Residential use on the Property in accordance with state and local law; and

WHEREAS, the City Council finds that legal notice, notifying the public of both public hearings on the consideration of the requested CUP, was posted on the City's official website and published in the Seguin Gazette, a newspaper of general circulation in the City, in accordance with state and local law; and

WHEREAS, the City Council finds that written notice of the aforementioned public hearings before the Planning and Zoning Commission and the City Council were sent to each owner of real property within 200 feet of the subject property of this requested CUP, as indicated on the most recently approved municipal tax roll of the City, in accordance with applicable state and local law; and

WHEREAS, the City Council finds that the Planning and Zoning Commission, after due consideration of the requested CUP, including all matters specified in Section 4.3.2 of the UDC, issued its recommendation regarding the CUP to the City Council in accordance with state and local law; and

WHEREAS, the City Council finds that 1) the proposed use is in accord with the objectives of the UDC and the purposes of the district in which the Property is located, 2) the proposed use will comply with all of the applicable provisions of the UDC, 3) the proposed use and site development, together with any modifications applicable thereto, will be completely compatible with existing or permitted uses in the vicinity, 4) the conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and ensure compatibility with existing or permitted uses in the same district and the surrounding area, and that the prescribed zoning standards ensure proper mitigation of identified impacts by recommending stricter standards where necessary, 5) the Commission gave due consideration to all technical information supplied by the applicant and 6) the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity, and the City Council adopts these findings as its own; and

WHEREAS, the City Council, having duly considered the request, desires to approve the CUP for Manufactured Home Residential use.

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

SECTION 1. Incorporation of Recitals. The City Council finds the recitals in the preamble of this Ordinance are true and correct and incorporates them as findings of fact.

SECTION 2. Description of Property. The Property described as ABS: 272 SUR: JOSE 8.6500 AC AND ABS: 272 SUR: JOSE ROSA 1.5000 AC, is depicted in **Exhibit A** attached hereto and incorporated herein for all purposes.

SECTION 3. CUP Granted. A CUP for the conditional use of Manufactured Home Residential for the Property is hereby granted. Such CUP is subject to all applicable federal, state or local laws or regulations, including the City Code and the UDC, and the following conditions:

- a. Building & Fire Codes – The Property must comply with all Building and Fire Code requirements.
- b. Permits & Inspections – All required building permits and a Certificate of Occupancy must be obtained. All permit applications submitted for the Property are subject to the requirements of the Code.
- c. Additional Uses – No other conditional uses are allowed under this CUP.
- d. Recordation of Plat – A subdivision plat must be submitted for review and approval with the City of Cibolo and recorded upon completion.
- e. AG Regulations - All regulations of the Agricultural Zoning District, other than those amended by the CUP, apply to the Property.
- f. Affidavit from Owner – A signed affidavit from the Owner stating that the existing structure on the Property will not be used as a dwelling unit is required.
- g. Additional Structure – The existing structure on the Property may not be used as a dwelling unit.

SECTION 4. Zoning Map Amendment. The Zoning Map of the City of Cibolo is hereby amended to reflect the CUP as created by this Ordinance.

SECTION 5. Declaration of Compliance. The City Council finds that all required public notices for consideration of the CUP have been properly issued and all required public hearings have been properly conducted.

SECTION 6. Savings. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances which have accrued at the time of the effective date of this Ordinance; and such accrued violations and litigation, both civil and criminal, whether pending in court or not, under such ordinances, shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7. Repeal. All resolutions, ordinances, or parts thereof conflicting or inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other resolution, code or ordinance of the City, or parts thereof, the terms and provisions of this Ordinance shall govern.

SECTION 8. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or illegal by final judgment of a court of competent authority, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and ordained all the remaining portions of this Ordinance without the inclusion of such portion or portions found to be unconstitutional or invalid.

SECTION 9. Publication. The City shall publish this Ordinance in the newspaper designated as the official newspaper of the City twice as required by Section 3.13(3) of the City Charter.

SECTION 10. Open Meeting Compliance. The City Council finds that the meeting at which this Ordinance passed was conducted in compliance with the Texas Open Meetings Act.

SECTION 11. Penalty. It shall be unlawful for any person to violate any provision of this Ordinance. Any person who violates, or any person who causes or allows another person to violate, any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2,000.00). Each occurrence of any violation of this Ordinance shall constitute a separate offense. Each day on which any violation of this Ordinance occurs shall constitute a separate offense.

SECTION 12. Effective Date. This Ordinance will become effective upon the required newspaper publication.

PASSED, APPROVED, and ADOPTED on this 14th day of January 2025.

Mark Allen, Mayor

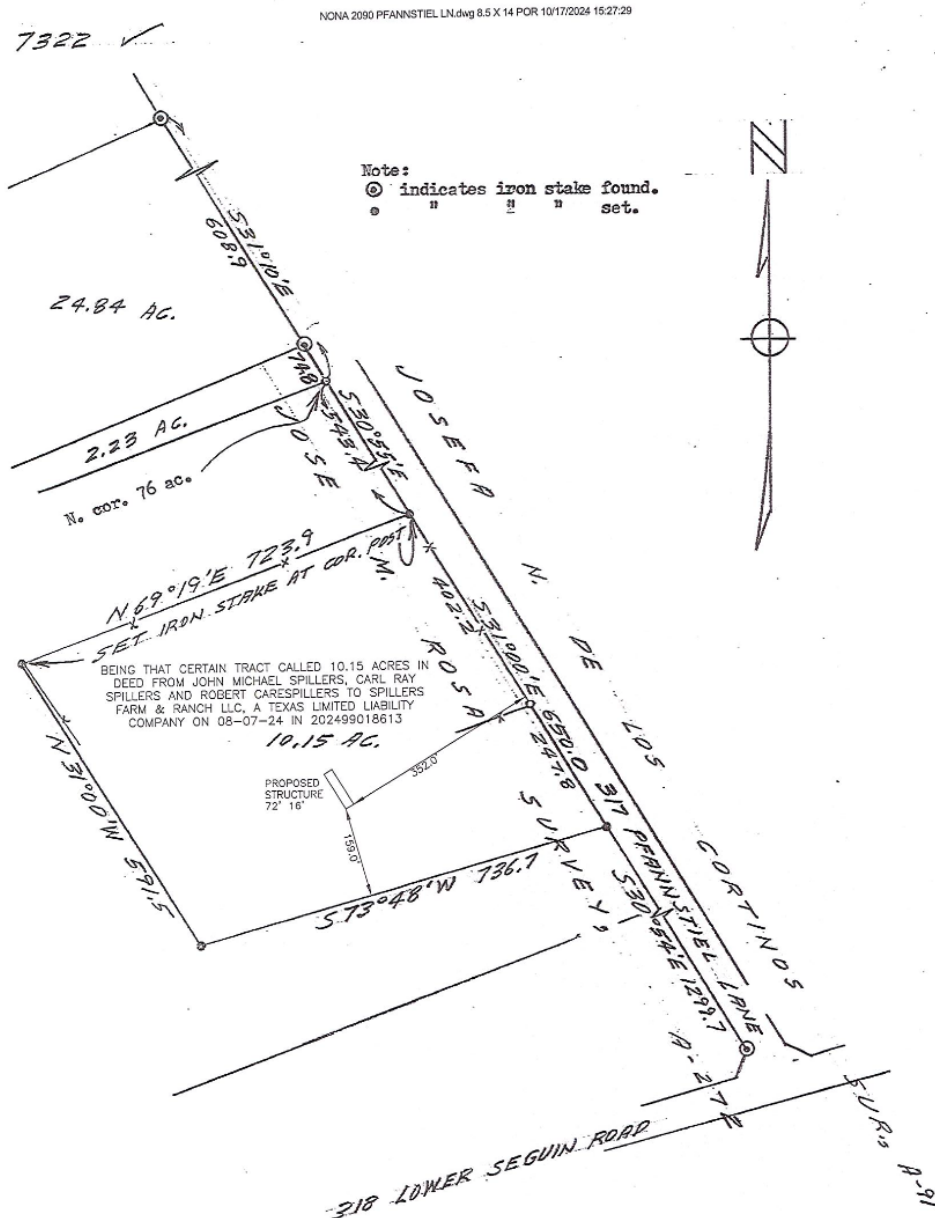
ATTEST:

APPROVED AS TO FORM:

Peggy Cimics, TRMC
City Secretary

Hyde Kelley LLP
City Attorney

Exhibit A



SEGUIN, TEXAS
 OCTOBER 21, 1983

I HEREBY CERTIFY THAT THE
 PLAT SHOWN HEREON REPRESENTS
 THE RESULTS OF AN ON-THE-GROUND
 SURVEY MADE UNDER MY SUPERVISION
 IN OCTOBER, 1983.

PROPOSED IMPROVEMENT
 ADDED 10-17-24

H.S. BETTERS WORTH & ASSOC., INC.
 315 S. CROCKETT STREET
 SEGUIN, TEXAS 78155



PLAT OF PART OF THE MANSEL SPILLERS
 76 ACRE TRACT SITUATED IN THE JOSE
 ROSA SURVEY, A-272, GUADALUPE COUNTY,
 TEXAS.

Scale: 1" = 200'

Called 76 ac. conveyed by Bertha
 Haecker Grobe, et al to Mansel Spiller
 et ux, vol. 224 at p. 542 of the Deed
 Records.

ADDRESS: 2090 PFANNSEIL LANE

BETTERS WORTH & ASSOCIATES, INC.

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
 PH: 830.379.5552 E-MAIL: ken@betersworthassoc.com

SURVEYING FIRM NO. F-101287
 TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS 1917 S. INTERSTATE 35 AUSTIN, TX 78741-3702 PH. 512-440-7722



City Council Regular Meeting Staff Report

B. Approval/Disapproval of an Ordinance for a request to change zoning from Office/Retail (C-3) to Estate Residential (SF-1) for certain real property located at 210 Tolle Road and 633 Tolle Road, legally described as ABS: 210 SUR: JERONIMO LEAL 9.0000 AC, ABS: 210 SUR: JERONIMO LEAL 0.5000 AC, and ABS: 210 SUR: JERONIMO LEAL 0.5000 AC. (Mr. Spencer)

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Ordinances Item: 13B.
From	
Eron Spencer, Assistant Planning Director	

CITY COUNCIL ACTION: Discussion/Action of the above referenced petition

PLANNING & ZONING COMMISSION ACTION: Approval by a 7-0 vote

PROPERTY INFORMATION:

Project Name: ZC-24-01
Owners: Steven Krueger
Representative: Steven Krueger
Location/Area: 210 & 633 Tolle Road, 10 acres
Location: North of the Tolle Road and Cibolo Tolle Road intersection
Council Place: 4 (current), Council District 7 (previous)
[Future Land Use](#): Estate Residential
Existing [Zoning](#): Office/Retail (C-3)
Requested Zoning: Estate Residential (SF-1)
Proposed Use: Residential

FINDINGS:

A zoning request is specifically about land use, not the future engineering of the land itself, and should meet criteria per [UDC Article 4.3.1.5](#). Decisions regarding future engineering of the land occur with the platting process, where the property's design is known. 210 and 633 Tolle Road is a ten-acre property divided into three parcels, where two homesteads each sit on half-acre parcels. The property is currently zoned Office/Retail (C-3). North of the property are residentially used lots that are also within the C-3 zoning district. Steele High School, zoned PF-I, is located to the west of the applicant property. Directly south of the property is the Cibolo Tolle Residential Subdivision, which is within the Manufactured Home Residential (MH-1) zoning district. Across Tolle Road to the east is Cibolo's ETJ, notable uses include homesteads and a GVEC electrical station. After speaking with the City, the applicant is requesting to change their zoning to the Estate Residential (SF-1) zoning district to align with the newly adopted Comprehensive Master Plan. In their narrative, the applicant mentioned that the property lost its agricultural tax exemption due to the commercial zoning. It is important to note, however, that the Guadalupe County Appraisal District considers only the use of the property, not the City's zoning classification, when appraising. Therefore, any change in zoning would have no bearing on how the property is taxed.

PUBLIC NOTICE:

Notice was published within the local newspaper (Seguin Gazette) on October 27, 2024, and the City Website. Individual letters were sent by mail to 18 property owners within 200' of the site. To date, Staff has received one (1) in favor of and one (1) in opposition. Public Hearings were scheduled on November 13, 2024 (Planning & Zoning Commission), and on December 10, 2024 (City Council). Approval/Disapproval of the zoning ordinance is tentatively scheduled for the January 14, 2025, City Council meeting.

CITY COUNCIL ACTION:

1. **Approve** the requested rezone of 10 acres of property located at 210 Tolle Road and 633 Tolle Road, legally described as ABS: 210 SUR: JERONIMO LEAL 9.0000 AC, ABS: 210 SUR: JERONIMO LEAL 0.5000 AC, and ABS: 210 SUR: JERONIMO LEAL 0.5000 AC, from Office/Retail (C-3) to Estate Residential (SF-1).
2. **Deny** the requested rezone, *with findings*.

STAFF ANALYSIS:

Unified Development Code (UDC) Section 4.3.1.5 – Zoning Map Amendment Process Approval Criteria

In determining whether to approve, approve with modifications, or disapprove a proposed amendment, the Planning & Zoning and City Council shall consider the following: (for reference, [UDC](#) and [Comprehensive/Master Plan](#))

A. The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action;

UDC Section 4.3.1.1 (Submittal Requirements) of the UDC states “an application for Zoning Map Amendment shall be deemed complete when the applicant or agent has provided on or before the application submittal date prescribed by the City Planner or designee”:

- a. A letter or application form, signed by the property owner(s), stating the current and requested zoning classifications;
- b. A letter or application form, signed by the property owner(s), stating the current and requested zoning classifications;
- c. A copy of the current deed, indicating ownership and authority to file the application;
- d. A legal description of the property, whether by Lot and Block, or by metes and bounds;
- e. The full required fee for processing the application; and
- f. A list of property owners within two hundred (200) feet of the property for which the change in district boundary is proposed.

STAFF FINDING: A complete application was accepted by staff on October 16, 2024. This criteria has been satisfied.

B. The Zoning Map Amendment is consistent with the City’s adopted Comprehensive Master Plan;

PlaceType: Estate Residential (pg. 40)

Land Use Considerations:

- Primary Land Uses: Single-Family Detached Homes, Cluster Development, Parks and Open Space
- Secondary Land Uses: Civic and Institutional
- Indicators and Assumptions: Lot size (range) 1/2 to 2 acres

Example Locations:

- Single-Family Detached Homes: Persimmon Drive (south of Green Valley Road)
- Cluster Development: Spring Mesa in Arvada, CO

STAFF FINDING: The Amendment is consistent with the 2024 Comprehensive Master Plan. The Estate Residential (SF-1) zoning district is a low density residential district meant for single-family residences on lots that are a minimum of one acre.

It is important to note the difference between "Estate Residential" as a zoning district and "Estate Residential" as a PlaceType. While they share the same name, the PlaceType offers a broader range for land use, encompassing characteristics of the lower density zoning districts, such as SF-1, SF-2, and in some cases, AG. The homes along Persimmon Drive referenced in the example locations range in size from half-acre lots to over an acre. In contrast, only the properties an acre or more in size would fit the description of the Estate Residential zoning district, or SF-1, as shown below in item D. In short, the SF-1 zoning district aligns with the characteristics of the Estate Residential PlaceType, but the PlaceType is not limited in its application to only the SF-1 zoning district.

C. The Zoning Map Amendment promotes the health, safety, or general welfare of the city and the safe and orderly development of the City;

PlaceType: Estate Residential (pg. 40)

Character and Intent: Predominantly single-family housing on large lots located throughout the community. Residential uses are oriented with the front of the home facing the street and typically in a subdivision layout with access to some utilities. These kinds of lots may include farm and livestock uses. Cluster development, which involves the conservation of shared open space, natural areas, and scenic views, in exchange for smaller lot sizes, may be an alternative approach in certain circumstances.

STAFF FINDING: The applicant property is currently located in a predominantly residential area. The change in zoning would only fit the current use of the property. The request for the SF-1 zoning district also aligns with the character and intent of the Estate Residential PlaceType. Therefore, Zoning Map Amendment will promote the health, safety, or general welfare of the city and the safe and orderly development of the City.

D. The Zoning Map Amendment is compatible with the present zoning and conforming uses of nearby property and the character of the neighborhood; and

UDC Section 14.2.O.1 Estate Residential

- a. Intent – This district is established for large-lot single-family residential housing and agricultural use. It is consistent with a very low-density suburban/exurban environment with housing arranged in conventional detached format with a maximum density of one (1) unit per acre. These lots contribute to the semi-rural setting of the City and are protected from incompatible uses. Mobile/manufactured/ modular homes are not permitted.
- b. Permitted uses – one (1) dwelling unit per lot, community recreational facilities, and farms.
- c. Specific uses – subject to Site Plan approval, places of worship, schools, and private recreational amenities.

Lot Area	Lot Width	Front Setback	Rear Setback	Side Setback	Max Impervious Coverage	Maximum Height
43,560 sq ft	100'	40'	25'	25'	35%	35'

STAFF FINDING: The existing homes each sit within half-acre parcels called out of the ten-acre tract. However, the applicant lot does currently comply with the Lot Design Standards for the SF-1 zoning district and compatible with the neighboring residential uses and zoning of the surrounding properties.

E. The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.

UDC Section 13.1 Residential Uses allowed by right and with a Conditional Use Permit (CUP).

SF-1 uses allowed by right	SF-1 allowed with CUP
-----------------------------------	------------------------------

Accessory Living Quarters	Kennel/Breeder
Accessory Residential Units, Residential District	Day Care Services (Family)*
Greenhouse	Day Care Services (Group)*
Home Occupation*	Day Care Services (General Commercial)*
Manufactured Modular Housing	Life Care Services*
Single-family Residential	Nursery School*
Assembly	Concrete/Asphalt Batching Plant (Temporary)
Community Recreation	
Local Utility Services	
Park and Recreation Services	
Primary Educational Facilities	
Safety Services	
Secondary Educational Facilities	

*Subject to supplemental use regulations of UDC Article 6.

STAFF FINDING: The applicant property is suitable for the current and any future uses permitted within the SF-1 zoning district.

Attachments

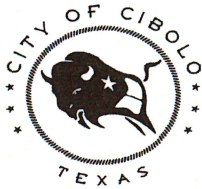
[Application](#)

[Property Map](#)

[F.1 633 Tolle Rd](#)

[O.1 107 Cibolo Tolle](#)

[Ordinance.pdf](#)



City of Cibolo

Planning Department
201 Loop 539 W/P.O. Box 826
Cibolo, TX 78108
Phone: (210) 658 - 9900

UNIVERSAL APPLICATION - ZONING CHANGE

Please fill out this form completely, supplying all necessary information and documentation to support your request. *Please use a separate application for each submittal.* Your application will not be accepted until the application is completed and required information provided.

Project Name: KRUEGER - 633 TOLLE ROAD ZONING CHANGE
Total Acres: 9.971 Survey Name: JERONIMO LEAL SURVEY NO 85 Abstract No.: 210
Project Location (address): 210 & 633 TOLLE ROAD

Current Zoning: C-3 Overlay: ☒ None ☐ Old Town ☐ FM 78
Proposed Zoning: ESTATE RESIDENTIAL # of Lots: 1 # of Units: _____
Please Choose One: ☒ Single-Family ☐ Multi-Family ☐ Commercial ☐ Industrial
☐ Other

Current Use: RESIDENTIAL Total Proposed Square Footage: 434,348 sq ft
Proposed Use: RESIDENTIAL (Commercial/Industrial only)

Applicant Information:

Property Owner Name: STEVEN BRIAN KRUEGER
Address: 729 ARMADILLO LANE City: COPPERAS COVE
State: TX Zip Code: 76522 Phone: 210-265-9360
Email: SKRUEGER6207@SBCGLOBAL.NET Fax: _____

*Applicant (if different than Owner): _____

* Letter of Authorization required

Address: _____ City: _____
State: _____ Zip Code: _____ Phone: _____
Email: _____ Fax: _____

Representative: _____

Address: _____ City: _____
State: _____ Zip Code: _____ Phone: _____
Email: _____ Fax: _____

Authorization: By signing this application, you hereby grant Staff access to your property to perform work related to your application.

Steven Krueger
Owner of Representative's Signature
STEVEN KRUEGER
Typed / Printed Name

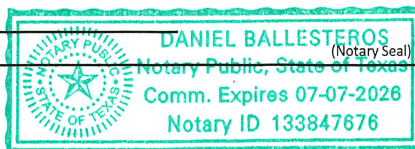
State of Texas
County of Guadalupe
Before me, Daniel Ballesteros, on this day personally appeared
Name of Notary Public

Steven Krueger
Name of signer(s)

to be the person(s) who is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of October.

[Signature]
Notary Public Signature



City of Cibolo
Use Only

Total Fees

Payment Method

Submittal Date

Accepted by

Case Number

Krueger - 633 Tolle Road Zoning Change

We are wanting to rezone our property because original the property was residential and the toll road project was going to give an opportunity for a commercial retail location. Since the toll project was cancelled and we are no longer in a prime area or demand for commercial retail., The configuration and size of the lot plus limited street access is not a viable commercial retail spot. We would like to have the property changed to estate residential. We are receiving several inquiries about our property for residential and are wanting to get this property sold as soon as possible. The taxes have increased dramatically over the past couple years due to lost of ag exemption because it is commercial and has become a financial burden. We would like to see someone buy it and make it a home again.

METES AND BOUNDS

Being 9.971 Acres more or less, out of the Jeronimo Leal Survey No. 85, Abstract 210, Guadalupe County, Texas, and being that same tract described in Independent Administrator's Deed recorded in Document No. 202299014537, Official Public Records of Guadalupe County, Texas; said 9.971 acres being more particularly described by metes and bounds as follows:

BEGINNING at 5/8-inch iron rod found for the upper northeast corner of this 9.971 acres, same being the East corner of the Adrian B. Potter, et ux 17.138 acres (Volume 1453, Page 891) and on the southwest Right-of-Way of Tolle Road, same also being the **POINT OF BEGINNING**;

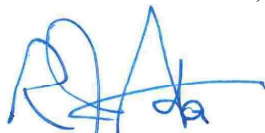
THENCE along the southwest Right-of-Way of said Tolle Road, South 30 degrees 12 minutes 45 seconds East (called South 30 degrees 04 minutes East), a distance of 292.27 feet (called 292.84 feet) to a 1/2-inch iron rod capped WALS set for the lower northeast corner of this 9.971 acres, same being the North corner of Lot 20, Cibolo Tolle Subdivision (Volume 4, Page 208);

THENCE along the line common to this 9.971 acres and said Cibolo Tolle Subdivision, South 59 degrees 38 minutes 04 seconds West (called South 59 degrees 44 minutes West), at a distance of 201.34 feet pass a 1/2-inch iron rod found for the West corner of said Lot 20, same being the North corner of Lot 19, at a distance of 851.95 feet pass a 1/2-inch iron rod found 1.11 feet to the right for the West corner of Lot 15, same being the North corner of Lot 14, at a distance of 980.80 feet pass a 1/2-inch iron rod found 0.31 feet to the right for the West corner of said Lot 14, same being the North corner of Lot 13, at a distance of 1110.96 feet pass a 1/2-inch iron rod found 0.18 feet to the right for the West corner of said Lot 13, same being the North corner of Lot 12, at a distance of 1240.67 feet pass a 1/2-inch iron rod found 0.32 feet to the left for the West corner of said Lot 12, same being the North corner of Lot 11, and in all a total distance of 1484.98 feet (called 1489.90 feet) to a 1/2-inch iron rod found for the lower southwest corner of this 9.971 acres, same being on the northwest line of the Kara Renee Latimer, et vir remainder of 31.540 acres (Conveyed in Document No. 201899029037, Described in Volume 1457, Page 970) and for the East corner of Lot 1, Block 1, High School Site (Volume 6, Page 391);

THENCE along the line common to this 9.971 acres and said Lot 1, North 29 degrees 56 minutes 47 seconds West (called North 29 degrees 09 minutes West), a distance of 292.99 feet (called 292.84 feet) to a 1/2-inch iron rod found for the upper southwest corner of this 9.971 acres, same being the South corner of the Dennis W. Bartoskewitz, et al remainder of 20.067 acres (Volume 545, Page 731);

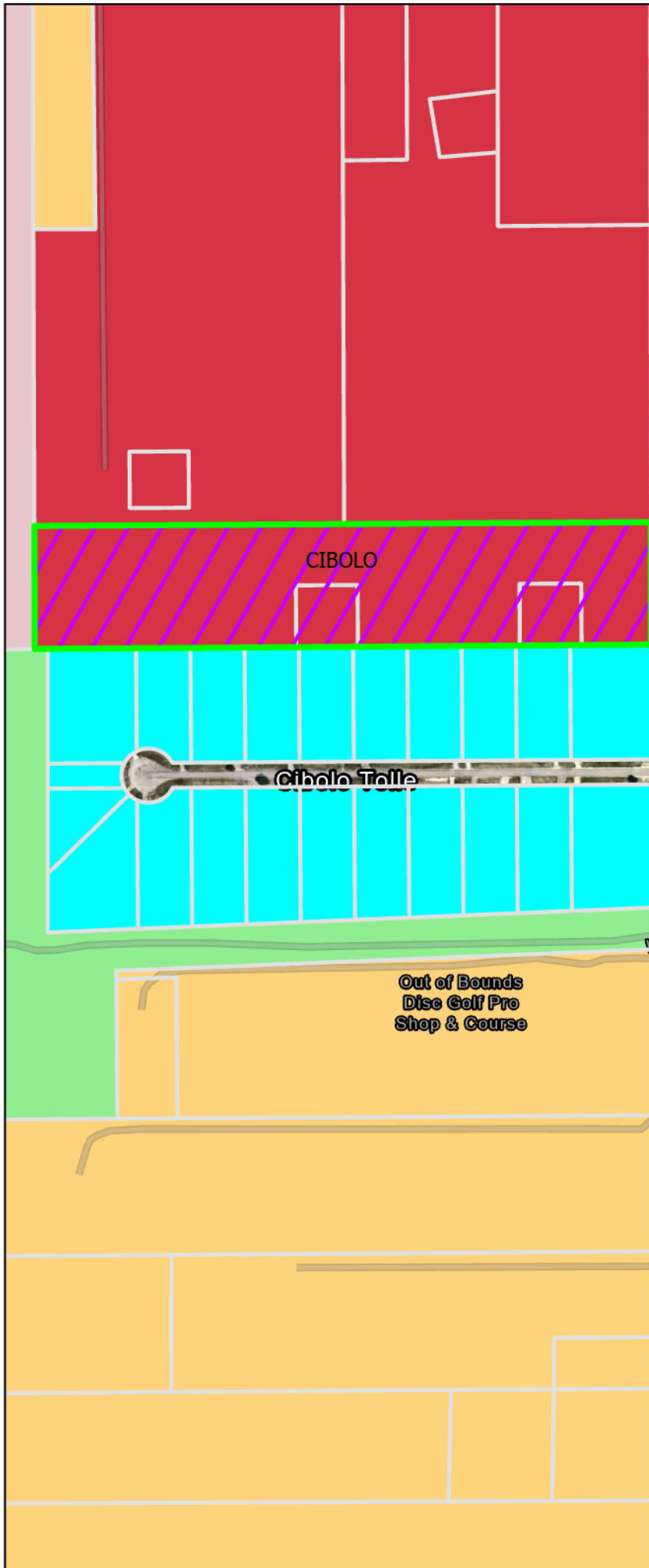
THENCE along the line common to this 9.971 acres and said Bartoskewitz remainder of 20.067 acres, North 59 degrees 39 minutes 43 seconds East (called North 59 degrees 44 minutes East), at a distance of 244.98 feet pass a 1/2-inch iron rod found 0.23 feet to the left, at a distance of 741.17 feet pass a 1/2-inch iron rod found 0.68 feet to the left for the southeast corner of said Bartoskewitz remainder of 20.067 acres and the South corner of said Potter 17.138 acres, and in all a total distance of 1483.62 feet (called 1485.20 feet to the **POINT OF BEGINNING**, and containing 9.971 acres of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings shown herein are based on actual GPS observations, Texas State Plane Coordinates, South Central Zone, Grid.












Rudolf J. Pata, Jr.
Registered Professional Land Surveyor
Texas Registration No. 5388
February 02, 2023





Property Information Map 633 Tolle Rd

-  Property of Interest
-  Agricultural (AG)
-  Retail / Office (C3)
-  Manufactured Home Residential (MH1)
-  Low Density Single-Family Residential (SF2)
-  Public Facility (PF) - Institution
-  Parcel Boundaries
-  Cibolo City Limits
-  Cibolo ETJ

Water: City of Cibolo

Sewer Service: City of Cibolo

Council District: 7

Zoning: Retail / Office (C3)

0 1,000 Feet

Name (please print):

STEVEN KRUEGER

Address (In relation to Map Exhibit):

633 Tolle Rd. Cibola, TX

You or your representatives may attend either or both public hearings. In order to officially register your support or opposition to the rezoning you must sign and return this form **prior to the scheduled public hearing** by one of the following options:

US MAIL:

IN PERSON:

EMAIL:

City of Cibola, Attn: Planning Department, 200 S Main Street, Cibola, TX 78108

City Hall Annex: 201 W Loop 539, Cibola, TX, 78108 (Mail NOT accepted at this address)

Take a photo or scan it to planning@cibola.gov

Comments:



In Favor



Opposed

Signature:

Steven Krueger

Date:

11/5/2024

(210) 658-9900



www.cibola.gov



200 S. Main Street Cibola, Texas 78108

Name (please print): Barbara + Royal DodgeAddress (In relation to Map Exhibit): 107 Cibola Tolle

You or your representatives may attend either or both public hearings. In order to officially register your support or opposition to the rezoning you must sign and return this form **prior to the scheduled public hearing** by one of the following options:

US MAIL:

IN PERSON:

EMAIL:

City of Cibola, Attn: Planning Department, 200 S Main Street, Cibola, TX 78108

City Hall Annex: 201 W Loop 539, Cibola, TX, 78108 (Mail NOT accepted at this address)

Take a photo or scan it to planning@cibolotx.gov☐ In Favor☒ Opposed


Comments:

Our neighborhood is quiet - if there were offices behind us, they go home at 5:00 otherwise you never know what kind of neighbors you can get!

Signature:

Barbara Dodge

Date:

11-8-24 (210) 658-9900www.cibolotx.gov

200 S. Main Street Cibola, Texas 78108



ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF CIBOLO, TEXAS APPROVING A ZONING MAP AMENDMENT FOR CERTAIN REAL PROPERTY LOCATED AT 633 TOLLE ROAD; CHANGING THE ZONING CLASSIFICATION OF SAID PROPERTY TO ESTATE RESIDENTIAL SF-1; DECLARING COMPLIANCE WITH APPLICABLE STATE AND LOCAL LAWS; PROVIDING FOR SAVINGS, REPEAL, SEVERABILITY, AND PUBLICATION; DECLARING CONDUCT OF MEETING IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; PROVIDING A PENALTY; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City Council of the City of Cibolo ("City Council") finds that Texas Local Government Code Chapter 211 authorizes the City of Cibolo ("City"), as a home rule municipality, to adopt, repeal or amend zoning district boundaries and regulations in order to promote the public health, safety, and general welfare of the City; and

WHEREAS, the City Council finds that the City has adopted a set of comprehensive development regulations known as the Unified Development Code ("UDC"); and

WHEREAS, the City Council finds that Section 4.3.1.5 of the UDC provides the criteria for approval of a zoning map amendment request; and

WHEREAS, the City Council finds that Steven Krueger ("Owner") owns certain land within the corporate limits of the City, described as ABS: 210 SUR: JERONIMO LEAL 9.0000 AC, ABS: 210 SUR: JERONIMO LEAL 0.5000 AC, and ABS: 210 SUR: JERONIMO LEAL 0.5000 AC, located at 633 Tolle Road, Cibolo, Texas ("Property"); and

WHEREAS, the City Council finds that the Property presently has a zoning district classification of General Retail/Office C-3; and

WHEREAS, the City Council finds that Owner has submitted to the City an application for a zoning map amendment seeking to change the zoning district classification of the Property from General Retail/Office C-3 to Estate Residential SF-1; and

WHEREAS, the City Council finds that said application was submitted to the City in compliance with the UDC; and

WHEREAS, the City Council finds that two public hearings were held for the purpose of providing all interested persons the opportunity to be heard concerning the proposed zoning map amendment in accordance with state and local law; and

WHEREAS, the City Council finds that legal notice, notifying the public of both public hearings, was posted on the City's official website and published in the Seguin Gazette, a newspaper of general circulation in the City, in accordance with state and local law; and

WHEREAS, the City Council finds that written notice of the aforementioned public hearings before the Planning and Zoning Commission and the City Council were sent to each owner of real property within 200 feet of the subject property, as indicated on the most recently approved municipal tax roll of the City, in accordance with applicable state and local law; and

WHEREAS, the City Council finds that the Planning and Zoning Commission, using the factors set forth in Section 4.3.1.5 of the UDC, issued its recommendation regarding the zoning map amendment application to the City Council in accordance with applicable law; and

WHEREAS, the City Council finds that 1) the application is complete and the information contained in the application is sufficient and correct enough to allow adequate review and final action; 2) the zoning map amendment is consistent with the City's adopted Comprehensive Master Plan; 3) the zoning map amendment promotes the health, safety, or general welfare of the city and the safe and orderly development of the City; 4) the zoning map amendment is compatible with the present zoning and conforming uses of nearby property and the character of the neighborhood; and 5) the Property to be rezoned is suitable for uses permitted within the District that would be applied by the proposed amendment; and

WHEREAS, the City Council, having duly considered the request for a zoning map amendment, desires to approve the amendment to allow for a change in classification of the subject Property from General Retail/Office C-3 to Estate Residential SF-1.

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

SECTION 1. Incorporation of Recitals. The City Council finds the recitals in the preamble of this ordinance are true and correct and incorporates them as findings of fact.

SECTION 2. Description of Property. The Property to which this Ordinance applies is identified as ABS: 210 SUR: JERONIMO LEAL 9.0000 AC, ABS: 210 SUR: JERONIMO LEAL 0.5000

AC, and ABS: 210 SUR: JERONIMO LEAL 0.5000 AC, and located generally at 633 Tolle Road, Cibolo, Texas as depicted in the attached **Exhibit A**.

SECTION 3. Zoning Map Amendment Application Granted. City Council hereby approves a zoning map amendment for the Property, rezoning the Property from General Retail/Office C-3 to Estate Residential SF-1.

SECTION 4. Zoning Map Amendment. The Zoning Map of the City of Cibolo is hereby amended to reflect the zoning classification set forth in Section 3.

SECTION 5. Declaration of Compliance. The City Council finds that all required public notices for consideration of the zoning map amendment have been properly issued and all required public hearings have been properly conducted.

SECTION 6. Savings. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances which have accrued at the time of the effective date of this ordinance; and such accrued violations and litigation, both civil and criminal, whether pending in court or not, under such ordinances, shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 7. Repeal. All resolutions, ordinances, or parts thereof conflicting or inconsistent with the provisions of this ordinance are hereby repealed to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other resolution, code or ordinance of the City, or parts thereof, the terms and provisions of this ordinance shall govern.

SECTION 8. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or illegal by final judgment of a court of competent authority, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and ordained all the remaining portions of this ordinance without the inclusion of such portion or portions found to be unconstitutional or invalid.

SECTION 9. Publication. The City shall publish this Ordinance in the newspaper designated as the official newspaper of the City twice as required by Section 3.13(3) of the City Charter.

SECTION 10. Open Meeting Compliance. The City Council finds that the meeting at which this ordinance passed was conducted in compliance with the Texas Open Meetings Act.

SECTION 11. Penalty. It shall be unlawful for any person to violate any provision of this Ordinance. Any person who violates, or any person who causes or allows another person to violate, any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2,000.00). Each occurrence of any violation of this Ordinance shall constitute a separate offense. Each day on which any violation of this Ordinance occurs shall constitute a separate offense.

SECTION 12. Effective Date. This Ordinance will become effective upon the required newspaper publication.

PASSED, APPROVED, and ADOPTED on this 14th day of January 2025.

Mark Allen, Mayor

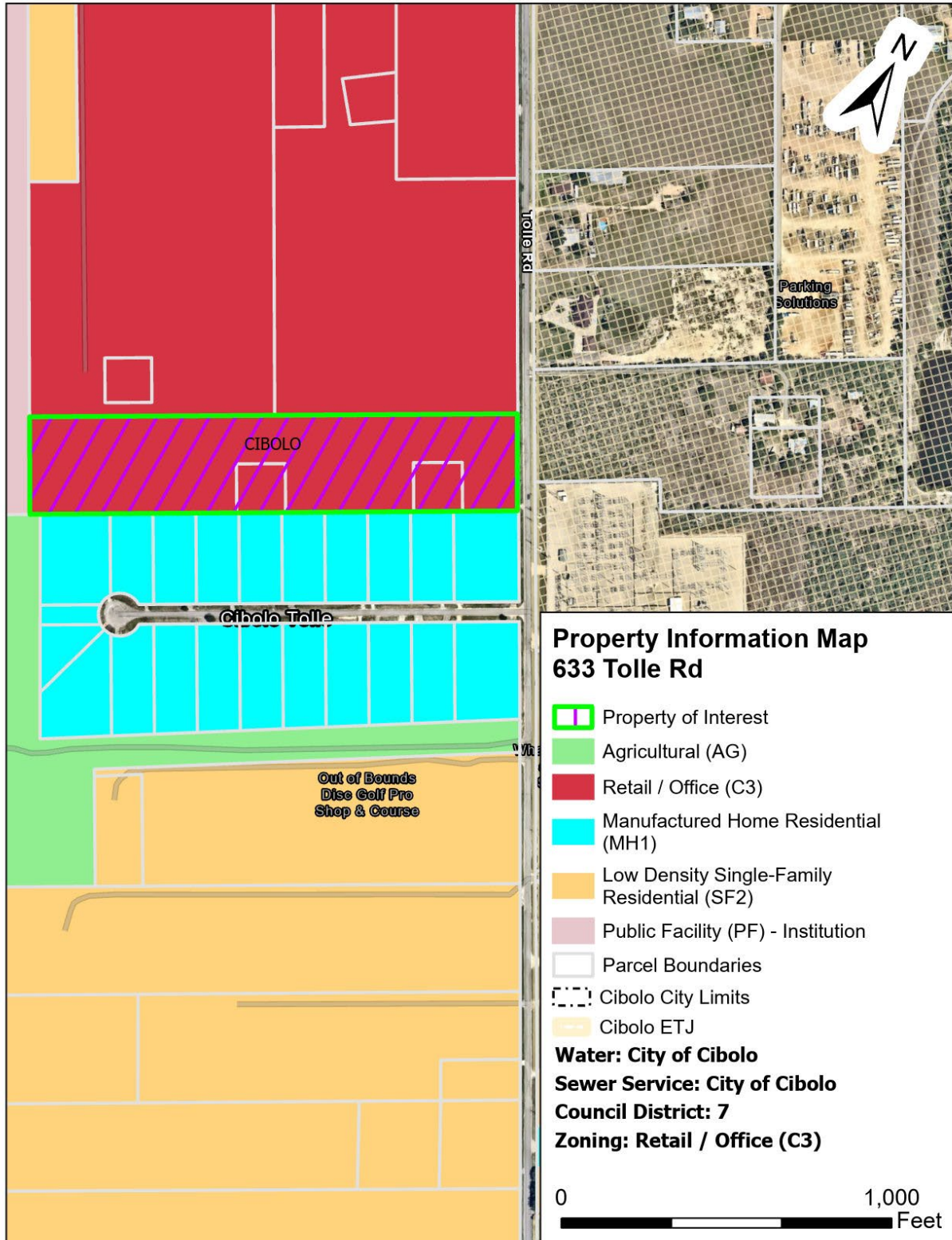
ATTEST:

APPROVED AS TO FORM:

Peggy Cimics, TRMC
City Secretary

Hyde Kelley LLP
City Attorney

Exhibit A





City Council Regular Meeting Staff Report

C. Approval/Disapproval of an Ordinance for a Waiver request to Unified Development Code (UDC) Section 19.4 Block Design for the proposed Schryver tract subdivision. (Mr. Spencer)

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Ordinances Item: 13C.

From
Eron Spencer, Assistant Planning Director

PLANNING AND ZONING COMMISSION ACTION: Recommendation of denial by a vote of 6-0

PROPERTY INFORMATION:

Project Name: VR-24-13
Owner: Michele Schryver
Representative: Jason Townsley, KB Homes; Sean McFarland, Cude Engineers
Area: 23.34 acres
Location: 5711 Green Valley Road
Council District: ETJ
Zoning ([map](#)): ETJ
Proposed Use: 92 residential lots
Utility Providers: Water, Sewer – GVSUD, Electricity - GVEC

FINDINGS:

This waiver request has been submitted concurrently with the Land Study for the proposed Schryver tract subdivision, at 5711 Green Valley Road, which is in the City of Cibolo's Extraterritorial Jurisdiction (ETJ). The Land Study proposes a 23.34-acre subdivision consisting of 92 residential lots, each approximately 45 feet in width, with vehicular access from the interior subdivision streets.

The applicant is requesting a waiver to Section 19.4, Block Design, of the City's Unified Development Code (UDC), which requires alleys for lots less than sixty (60) feet in width. As stated in Section 19.4 of the UDC:

A. All lots less than sixty (60') feet in width platted after the effective date of Ordinance 1261 (passed in April 23, 2019) are required to take vehicular access from an alley. Alley design and construction shall conform to all requirements of this UDC and the Cibolo Design Construction Manual.

Per the DCM's General Street Design Guidelines, residential alleys require a minimum right-of-way width of 24 feet and a pavement width of 18 feet.

CITY COUNCIL ACTION:

The following are sample motions that can be made by City Council regarding this agenda item.

1. Approval of the waiver request to UDC Section 19.4 to develop a subdivision of lots less than 60' in width without vehicular access from an alley.

2. Approval of the waiver request to UDC Section 19.4 to develop a subdivision of lots less than 60' in width without vehicular access from an alley, with conditions.
3. Deny the waiver request with findings.

STAFF ANALYSIS:

Under Section 20.1.11, Waivers, of the UDC, a subdivision waiver may be granted if certain criteria are met.

A. General.

Where the City finds that undue hardships will result from strict compliance with provision(s) of this Article, or where the purposes of these regulations may be served to a greater extent by an alternative proposal, it may approve a waiver from any portion of these regulations so that substantial justice may be done and the public interest is secured, provided that the waiver shall not have the effect of nullifying the intent and purpose of these regulations, and further provided that the City shall not approve a waiver unless it shall make findings based upon the evidence presented to it in each specific case that:

- 1. Granting the waiver will not be detrimental to the public safety, health or welfare, and will not be injurious to other property or to the owners of other property, and the waiver will not prevent the orderly subdivision of other property in the vicinity;***

STAFF FINDING: The applicant's narrative letter indicates that the interior subdivision streets with "a pavement width of 32 ft [will] mitigate fire access concerns and eliminates the necessity for alleys." However, this does not meet the intent of the UDC, which defines alleys in Section 1.12 as: *A minor right-of-way not intended to serve as the primary access to lots; but rather as a secondary means of vehicular service access to the back or sides of properties that abut a street.* In addition to fire access, the UDC states that alleys are necessary to provide for adequate access for service vehicles, off-street loading or unloading, access for emergency vehicles...or similar reasons consistent with the intent of the UDC. Additionally, the proposed 45-foot-wide lots, as proposed in the Schryver tract land study, may result in closely spaced driveways, potentially causing on-street parking congestion for property owners within the subdivision.

- 2. Because of the particular physical surroundings, shape and/or topographical conditions of the specific property involved, a particular hardship to the property owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out; or an alternate design will generally achieve the same result or intent as the standards and regulations prescribed herein; and***

STAFF FINDING: The applicant did not identify any property-related hardships or unique conditions on the property that would prevent compliance with the alley requirement. Furthermore, the applicant has not indicated if an alternative design was explored as an attempt to meet the intent of the UDC.

- 3. The waiver will not in any manner vary the provisions of the UDC or other ordinance of the City.***

STAFF FINDING: Granting the waiver would not align with Ordinance 1261 (passed in April 23, 2019) or Section 19.4 of the UDC, which requires alleys for lots less than 60 feet in width. Allowing such a waiver without satisfying the criteria in Section 20.1.11 would undermine the intent and purpose of these requirements as outlined in the UDC and supporting ordinances.

Attachments

[Application and Exhibits](#)

[Property Map](#)

[Ordinance.pdf](#)



City of Cibolo

Planning Department
201 Loop 539 W/P.O. Box 826
Cibolo, TX 78108
Phone: (210) 658 - 9900

UNIVERSAL APPLICATION - VARIANCE

Please fill out this form completely, supplying all necessary information and documentation to support your request. *Please use a separate application for each submittal.* Your application will not be accepted until the application is completed and required information provided.

Project Location (address): 5711 GREEN VALLEY RD
Total Acres: 23.34 Survey Name/Subdivision: PEDRO SAN MIGUES SURVEY 256 Abstract No.: 227
Project Name: (if applicable): Schryver Tract
Description of proposed Variance: VARIANCE TO ORDINANCE No. 1261 SECTION 19.4.A

Current Zoning: ETJ Overlay: ☒ None ☐ Old Town ☐ FM 78
Proposed Zoning: N/A # of Lots: 92 # of Units: _____
Please Choose One: ☒ Single-Family ☐ Multi-Family ☐ Commercial ☐ Industrial
☐ Other _____
Current Use: PRIVATE RESIDENCE w/ AGRICULTURAL USE Total Proposed Square Footage: N/A
Proposed Use: SINGLE-FAMILY (Commercial/Industrial only)

Applicant Information:

Property Owner Name: Michele Gail Schryver
Address: 5711 GREEN VALLEY RD City: CIBOLO
State: TX Zip Code: 78108 Phone: _____
Email: _____ Fax: _____

*Applicant (if different than Owner): KB HOME

* Letter of Authorization required

Address: 4800 Fredericksburg Rd. Suite 100 City: SAN ANTONIO
State: TX Zip Code: 78229 Phone: (210) 301-2821
Email: jtownsley@kbhome.com Fax: _____

Representative: Sean McFarland w/ CUDE ENGINEERS

Address: 4122 POND HILL RD. STE. 101 City: SAN ANTONIO
State: TX Zip Code: 78231 Phone: 210-681-2951
Email: smcfarland@cudeengineers.com Fax: _____

Authorization: By signing this application, you hereby grant Staff access to your property to perform work related to your application.

Jason Townsley
Owner or Representative's Signature

Jason Townsley

Typed / Printed Name

State of Texas

County of Bexar

Before me, Jessenia Cavazos, on this day personally appeared

Name of Notary Public

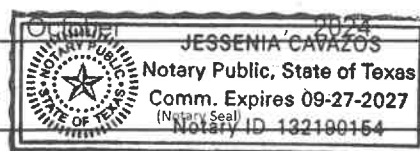
Jason Townsley, to be the person(s) who is/are subscribed to the

Name of signer(s)

foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22 day of

Notary Public Signature



City of Cibolo
Use Only

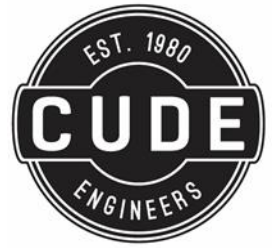
Total Fees

Payment Method

Submittal Date

Accepted by

Case Number



October 23, 2024

City of Cibolo Planning Department
201 Loop 539 W/P.O. Box 826
Cibolo, TX 78108
210-658-9900

RE: Schryver Tract
Variance Application to Ordinance No. 1261 Section 19.4.A
Narrative and Hardship Letter

To Whom It May Concern,

We are submitting a variance request for the proposed Schryver land plan, which seeks approval to develop lots less than 60 feet in width without the construction of alleys. According to Ordinance No. 1261, Section 19.4.A:

"All lots less than sixty (60) feet in width platted after the effective date of this provision are required to take vehicular access from an alley. Alley design and construction shall conform to all requirements of this UDC, the Cibolo Design and Construction Manual."

The land plan for the Schryver Tract development proposes 45-ft wide lots along a 60-ft Right of Way (ROW) with the construction of 32-ft wide streets (from face of curb to face of curb). The proposed ROW cross-section exceeds the minimum requirements for a Local A street section (which is 50 ft ROW and 30 ft pavement) as stipulated by the UDC. The primary concern of Ordinance No. 1261 pertains to fire access, particularly with vehicles parked on either side of the road. By granting this variance, we aim to uphold the spirit of the ordinance by providing a pavement width of 32 ft, which effectively mitigates fire access concerns and eliminates the necessity for alleys.

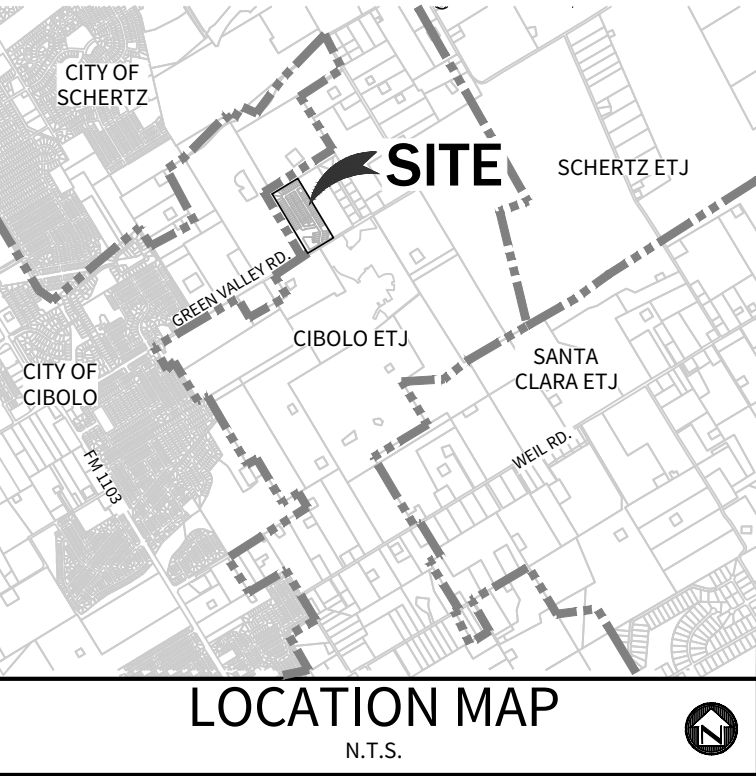
This variance is not contrary to the public interest, as the primary goal of this development is to create a safe residential layout. Furthermore, this variance will not authorize any use other than those specifically permitted within the district where the subject property is located. If you have any questions or require additional information, please do not hesitate to contact Cude Engineers at 210-681-2951.

Thank you for your consideration.

Sincerely,

Sean McFarland

Sean McFarland, PE
Cude Engineers – Project Manager
smcfarland@cudeengineers.com



OWNER / DEVELOPER

KB HOME
CONTACT PERSON: RYAN BERNHARD
4800 FREDERICKSBURG RD. SUITE 100
SAN ANTONIO, TX 78229
TEL: (210) 301-2821

CIVIL ENGINEER:

M.W. CUDE ENGINEERS, L.L.C.
CONTACT PERSON: SEAN McFARLAND, P.E.
4122 POND HILL ROAD, SUITE 101
SAN ANTONIO, TX 78231
TEL: (210) 681-2951
FAX: (210) 523-7112

LEGEND:

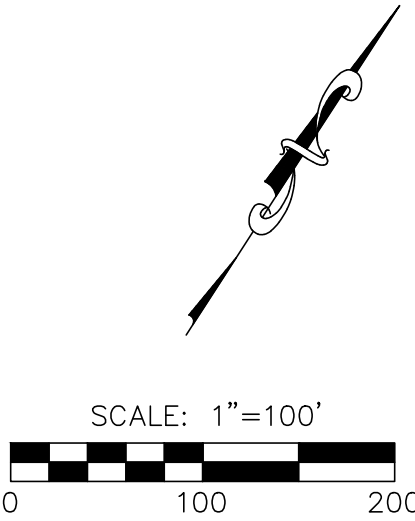
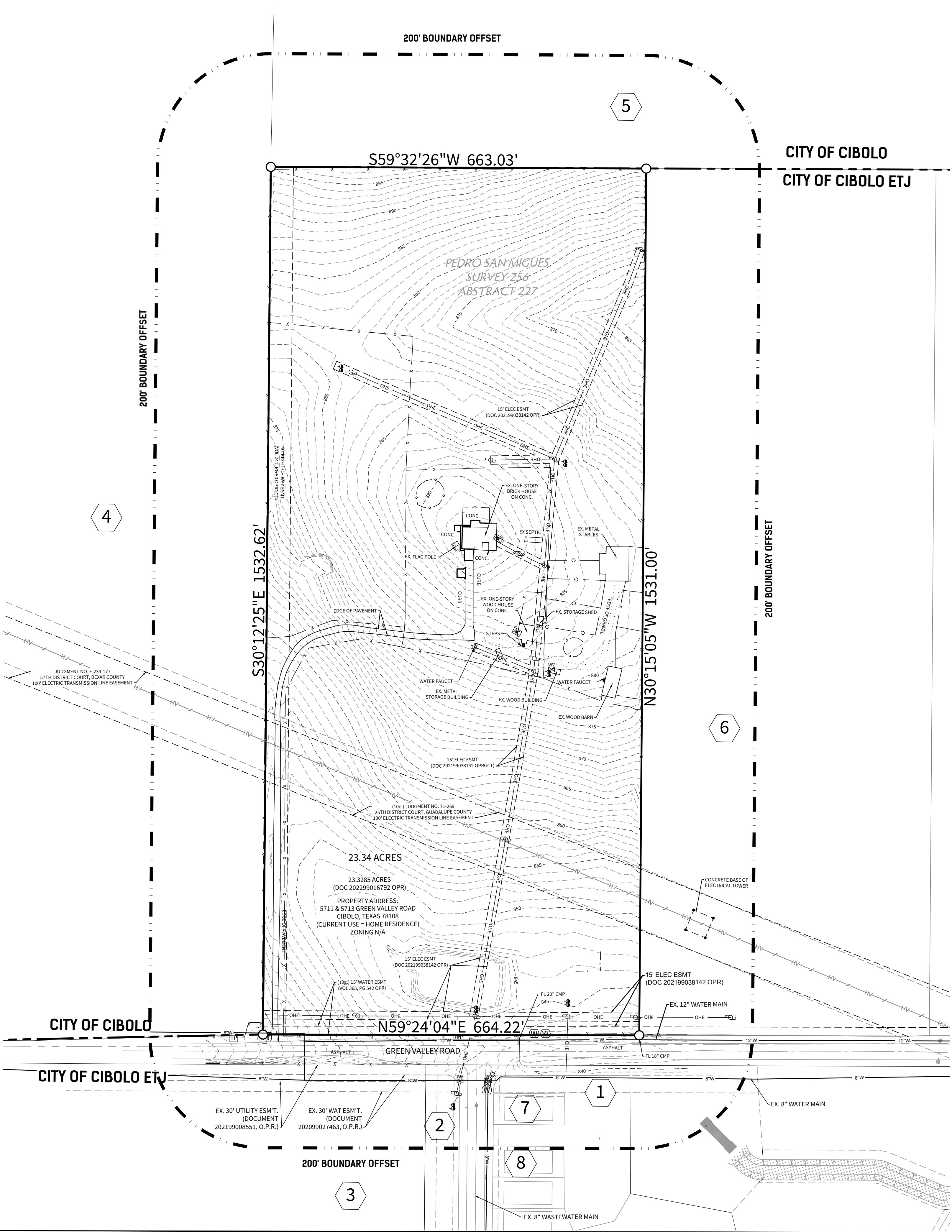
- SITE BOUNDARY
- 200' BOUNDARY OFFSET
- CITY LIMIT BOUNDARY
- EXISTING OVERHEAD ELECTRIC
- EXISTING 8" WATER MAIN
- EXISTING METAL FENCE
- EXISTING WIRE FENCE
- EXISTING WOODEN FENCE
- EXISTING 6" OF STREET
- EXISTING EASEMENT

NOTES:

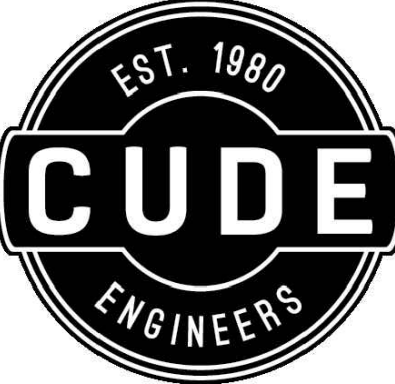
- SITE IS LOCATED WITHIN THE CITY OF CIBOLO ETJ.
- SUBJECT TRACT IS CURRENTLY IN AGRICULTURAL USE WITH A RESIDENCE.
- PER FEMA FLOOD MAP PANEL 48187C0230F THE SITE IS NOT WITHIN THE LIMITS OF THE 1% ANNUAL CHANCE FLOODPLAIN.
- THERE ARE NO KNOWN ENVIRONMENTALLY SENSITIVE AREAS RELATIVE TO WETLANDS, ENDANGERED OR OTHERWISE LISTED SPECIES, ARCHAEOLOGICAL INDICATORS, SOILS, OR SLOPE ANALYSIS.
- CURRENT SITE ZONING: OCL
- PROPOSED SITE ZONING: N/A
- SANITARY SEWER, WATER & UTILITY INFORMATION LOCATIONS ARE APPROXIMATE AND LOCATIONS NEED TO BE FIELD VERIFIED.
- EXISTING STREET RIGHT OF WAYS AND PAVEMENT MATERIALS ARE AS FOLLOWS:
NAME: GREEN VALLEY R.O.W. WIDTH: 50' PAVEMENT MATERIAL: ASPHALT (22' WIDE)

LEGAL DESCRIPTION:

23.34 ACRES OF LAND LOCATED IN THE PEDRO SAN MIGUEL SURVEY 256, ABSTRACT 227, GUADALUPE COUNTY, TEXAS AND BEING ALL OF A CALLED 23.3285 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 1408, PAGE 742, OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.



CUD NG N RS.COM



4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
P:(210) 681.2951 F:(210) 523.7112

SCHRYVER TRACT LAND STUDY

EXISTING CONDITIONS EXHIBIT

DATE

11/07/2024

PROJECT NO.

04200.004

DRAWN BY

JW

CHECKED BY

SPM

REVISIONS

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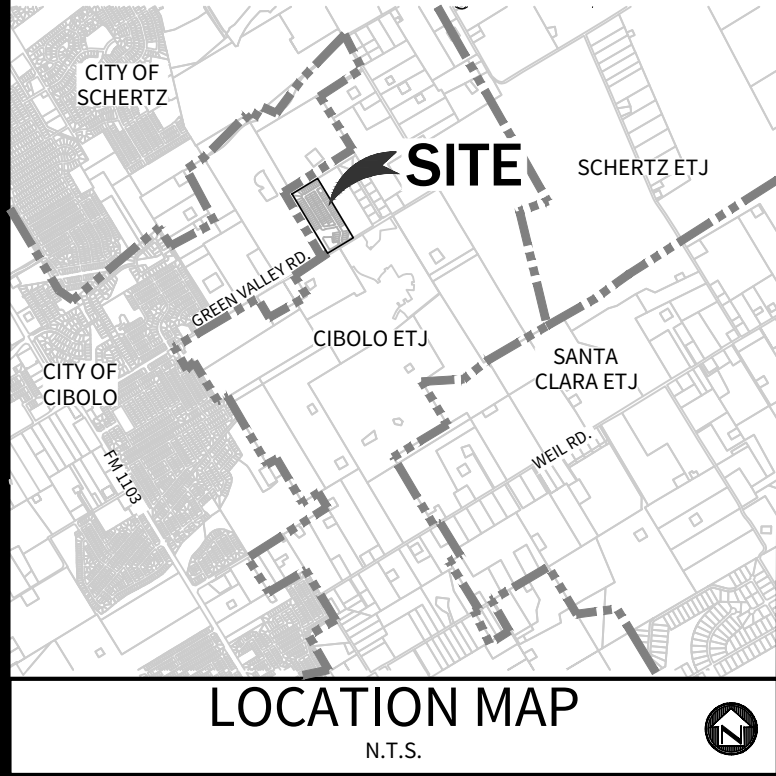
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11/07/24
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CUDE ENGINEERS

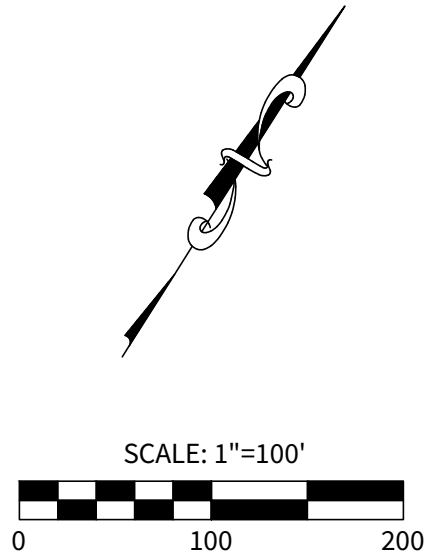
TBPE No. 455
TBPLS No. 10048500

N/A

E1



- NOTES:**
1. SITE IS LOCATED WITHIN THE CITY OF CIBOLO ETJ.
 2. SUBJECT TRACT IS CURRENTLY IN AGRICULTURAL USE WITH A RESIDENCE.
 3. PER FEMA FLOOD MAP PANEL 48187C0230F THE SITE IS NOT WITHIN THE LIMITS OF THE 1% ANNUAL CHANCE FLOODPLAIN.
 4. CURRENT SITE ZONING: OCL
 5. ALL STREET LOCATIONS ARE SUBJECT TO CHANGE AND WILL BE FINALIZED DURING THE PLATTING PROCESS.
 6. ALL PROPOSED STREET RIGHT OF WAYS ARE 60' UNLESS OTHERWISE NOTED.
 7. OPEN SPACE WILL BE OWNED AND MAINTAINED BY HOME OWNERS ASSOCIATION.
 8. THIS DEVELOPMENT WILL PROVIDE INGRESS/EGRESS ACCESS TO THE ORTIZ AND ILF N-T OWNER LP TRACTS.
 9. THE LAND PLAN AS SHOWN ASSUMES THE ABILITY TO VACATE EXISTING 40' RIGHT OF WAY ESM'T (VOL. 241, PG. 50 OPRGCT) ALONG THE WESTERN BOUNDARY LINE.



OWNER / DEVELOPER

KB HOME
CONTACT PERSON: RYAN BERNHARD
4800 FREDERICKSBURG RD, SUITE 100
SAN ANTONIO, TX 78229
TEL: (210) 301-2821

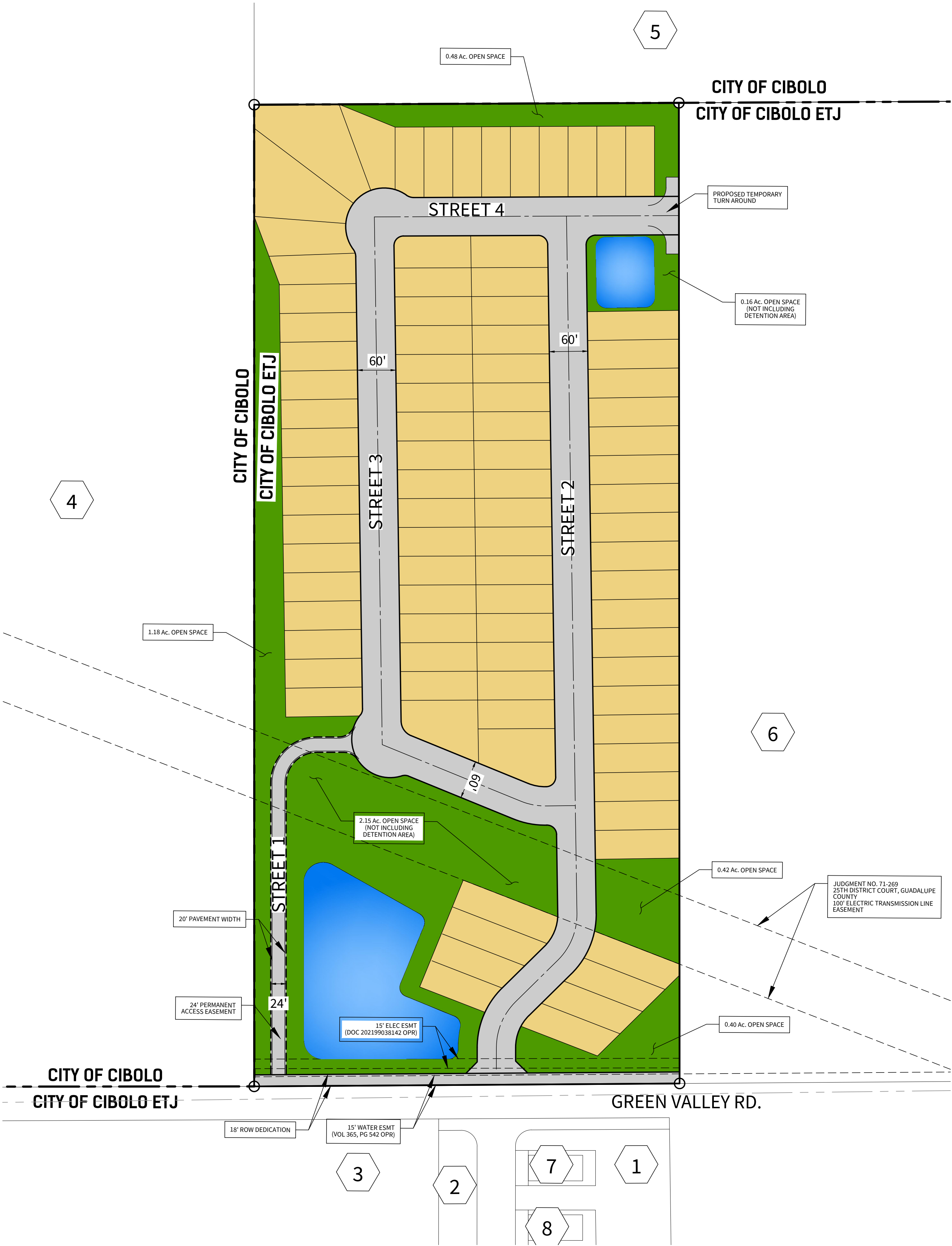
CIVIL ENGINEER:

M.W. CUDE ENGINEERS, L.L.C.
CONTACT PERSON: SEAN MCFARLAND, P.E.
4122 POND HILL ROAD, SUITE 101
SAN ANTONIO, TX 78231
TEL: (210) 681-2951
FAX: (210) 523-7112

LEGEND:

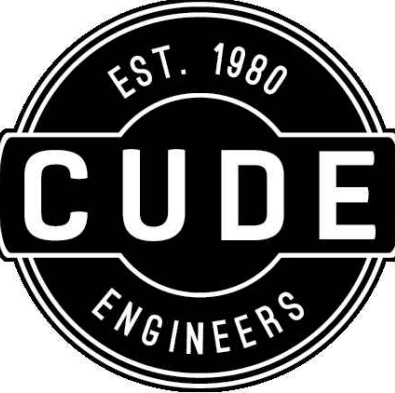
- SITE BOUNDARY
- CITY LIMIT BOUNDARY
- 45' LOTS
- ROW
- OPEN SPACE
- DETENTION

ADJACENT PROPERTY SUMMARY			
PROPERTY	OWNER	VOLUME	PAGE
1	LEGENDARY TRAILS HOMEOWNERS ASSOCIATION INC	19	578
2	LEGENDARY TRAILS HOMEOWNERS ASSOCIATION INC	19	578
3	MC DOWELL DONNA R	721	499
4	ILF N-T OWNER LP	2014	22581
5	ILF N-T OWNER LP	2014	22581
6	ORTIZ TEOFILO JR & MARIA T	2023	99029018
7	MERITAGE HOMES OF TEXAS LLC	19	578
8	MERITAGE HOMES OF TEXAS LLC	19	578



DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/AC.
SFR	91	12.34	7.37
ROW	N/A	4.79	N/A
*OPEN SPACE	5	4.79	N/A
DETENTION	2	1.42	N/A
**TOTAL	96	23.34	4.11
* MIN. REQUIRED PARKLAND DEDICATION = 8% OF THE OVERALL TRACT (1.87 Ac.). SEE ABOVE OPEN SPACE BEING PROPOSED.			
** TOTAL LOT COUNT IS BASED OFF RESIDENTIAL LOTS AND OPEN SPACE (900 LOTS). DETENTION WILL BE PROVIDED WITHIN PROPOSED OPEN SPACE LOTS.			

CUD NG N RS.COM



4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
P:(210) 681.2951 F:(210) 523.7112

SCHRYVER TRACT LAND STUDY

PROPOSED CONDITIONS EXHIBIT

DATE

11/07/2024

PROJECT NO.
04200.004

DRAWN BY
JW

CHECKED BY
SPM

REVISIONS

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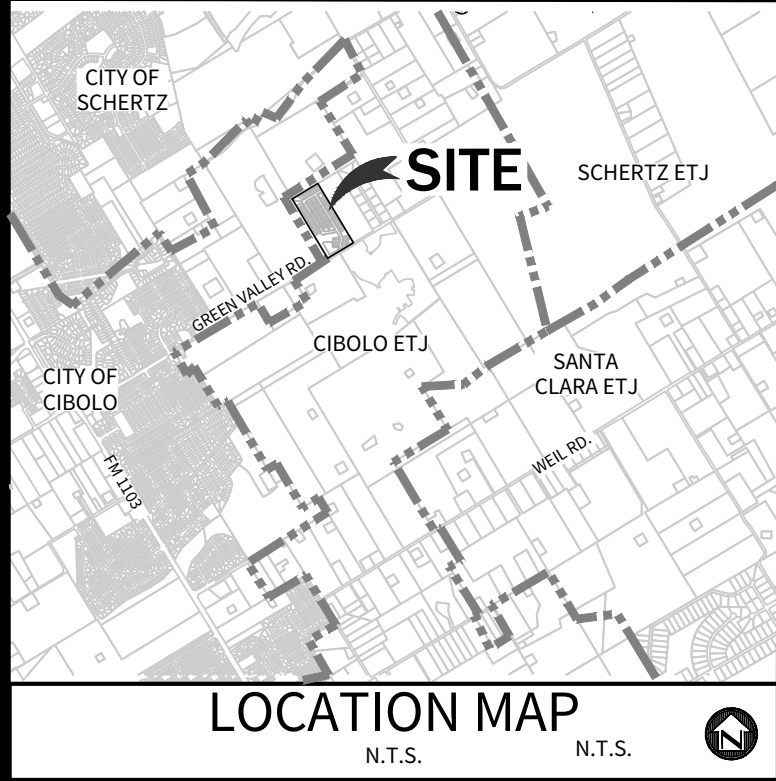
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CUDE ENGINEERS
TBPE No. 455
TBPLS No. 10048500

PLAT NO.

SAWS JOB NO.

E2



OWNER / DEVELOPER

KB HOME
CONTACT PERSON: RYAN BERNHARD
4800 FREDERICKSBURG RD, SUITE 100
SAN ANTONIO, TX 78229
TEL: (210) 301-2821

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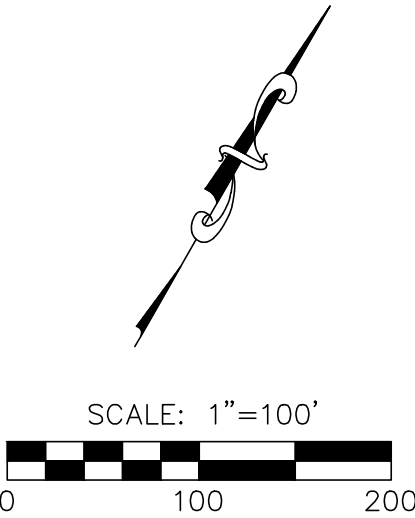
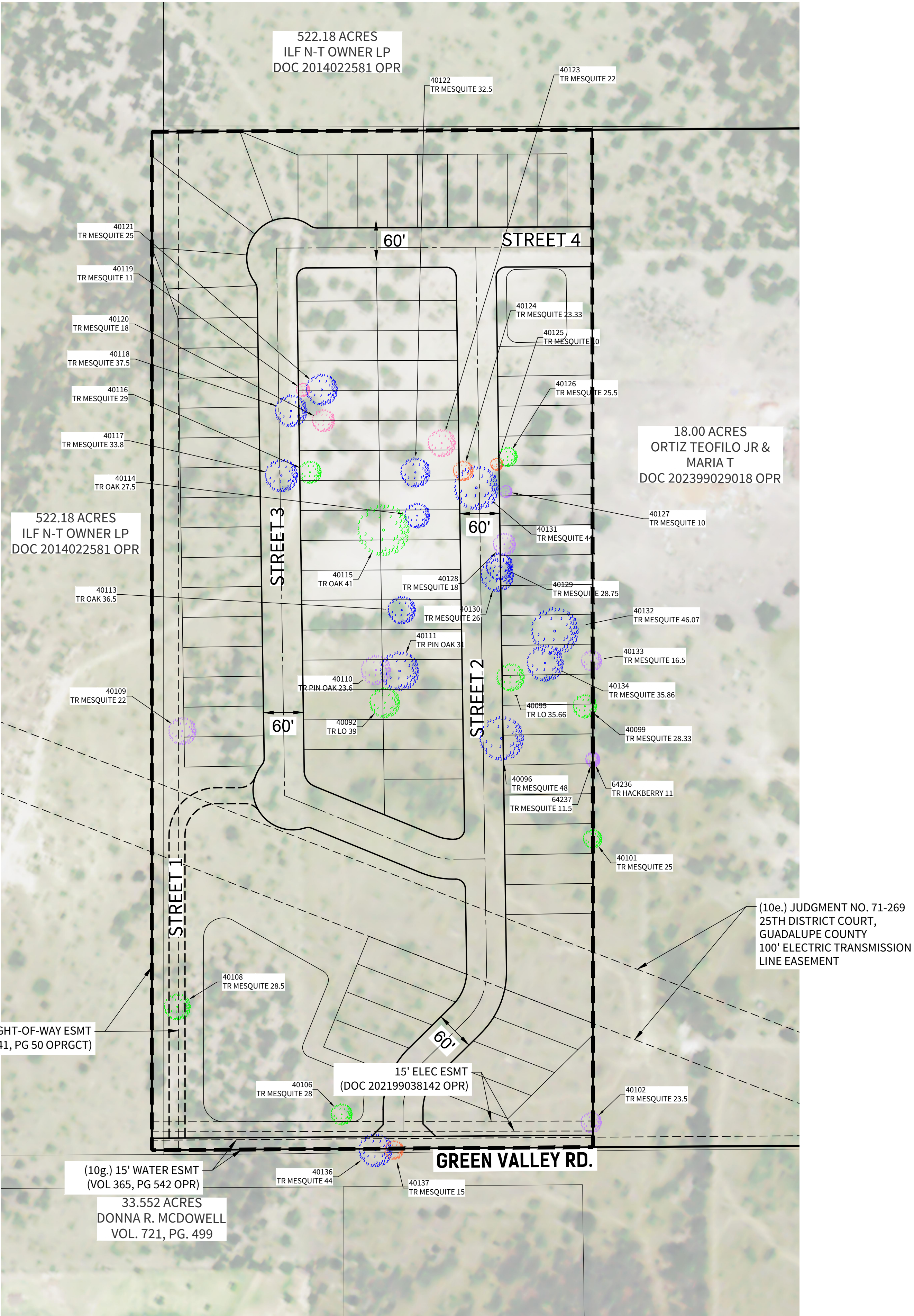
LEGEND:

- SUBDIVISION BOUNDARY
— CITY LIMIT BOUNDARY
- - - EX. EASEMENTS
- - - - - PROPOSED SECONDARY ACCESS EASEMENT

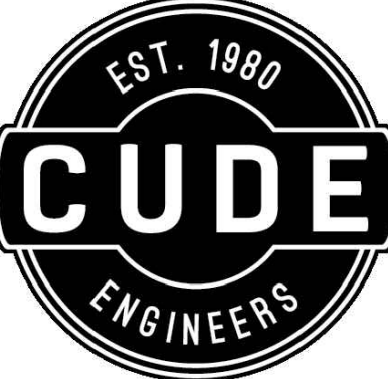
- HERITAGE TREE TO BE PRESERVED
HERITAGE TREE TO BE REMOVED
PROTECTED TREE TO BE PRESERVED
PROTECTED TREE TO BE REMOVED
EXEMPT TREE TO BE REMOVED

SIGNIFICANT TREE PRESERVATION LIST							
Point	Species	EXEMPT (ROW,ESMTS)	EXEMPT REMOVED	NON-EXEMPT	NON-EXEMPT REMOVED	EXEMPT PRESERVED	NON EXEMPT PRESERVED
40102	MESQUITE			23.5			23.5
40109	MESQUITE			22			22
40110	PIN OAK			23.6			23.6
40119	MESQUITE	11	11				
40120	MESQUITE			18	18		
40123	MESQUITE			22	22		
40124	MESQUITE	23.33	23.33				
40125	MESQUITE	10	10				
40127	MESQUITE			10			10
40128	MESQUITE			18			18
40133	MESQUITE	16.5					16.5
40137	MESQUITE	15	15				
64236	HACKBERRY			11		11	
64237	MESQUITE			11.5		11.5	
Total		75.83	59.33	159.6	40	22.5	113.6

HERITAGE TREE PRESERVATION LIST							
Point	Species	EXEMPT (ROW)	EXEMPT REMOVED	NON-EXEMPT	NON-EXEMPT REMOVED	EXEMPT PRESERVED	NON EXEMPT PRESERVED
40092	LO			39			39
40095	LO			35.66			35.66
40096	MESQUITE	48	48				
40099	MESQUITE			28.33			28.33
40101	MESQUITE			25			25
40106	MESQUITE			28			28
40108	MESQUITE			28.5			28.5
40111	PIN OAK			31			31
40113	OAK			36.5	36.5		
40114	OAK			27.5	27.5		
40115	OAK			41			41
40116	MESQUITE			29			29
40117	MESQUITE	33.8	33.8				
40118	MESQUITE	37.5	37.5				
40121	MESQUITE			25	25		
40122	MESQUITE			32.5	32.5		
40126	MESQUITE			25.5			25.5
40129	MESQUITE			28.75	28.75		
40130	MESQUITE	26	26				
40131	MESQUITE	44	44				
40132	MESQUITE			46.07	46.07		
40134	MESQUITE	35.86	35.86				
40136	MESQUITE	44	44				
Total		269.16	269.16	507.31	196.32	0	310.99



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4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
P:(210) 681.2951 F: (210) 523.7112

SCHRYVER TRACT
LAND STUDY
TREE CANOPY EXHIBIT

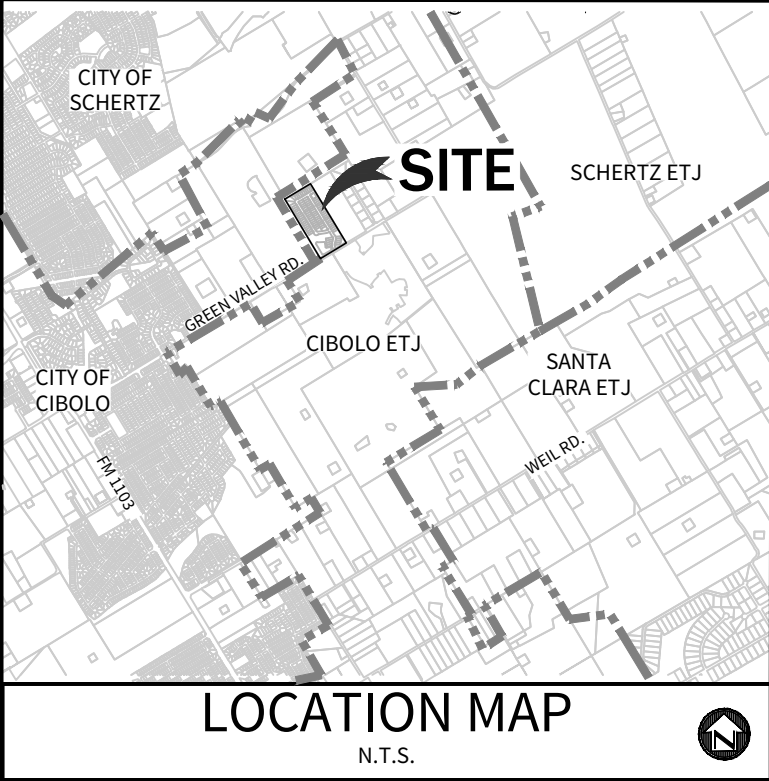
DATE
11/07/2024
PROJECT NO.
04200.004
DRAWN BY
JW
CHECKED BY
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REVISIONS
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CUDE ENGINEERS
TBPE No. 455
TBPLS No. 10048500

PLAT NO.
SAWS JOB NO.

E3
OF








OWNER / DEVELOPER

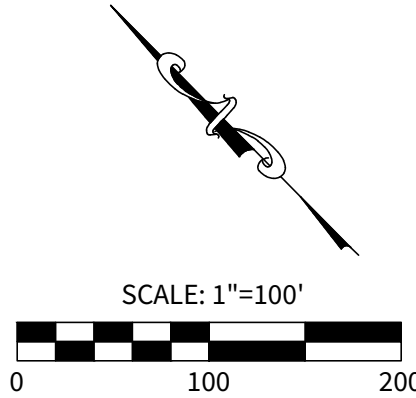
KB HOME
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4122 POND HILL ROAD, SUITE 101
SAN ANTONIO, TX 78231
TEL: (210) 681-2951
FAX: (210) 523-7112

LEGEND:

-  = SUBDIVISION BOUNDARY
 = DRAINAGE AREA
 = CITY LIMIT BOUNDARY
 = Tc FLOW PATH
 = ACCUMULATION POINT

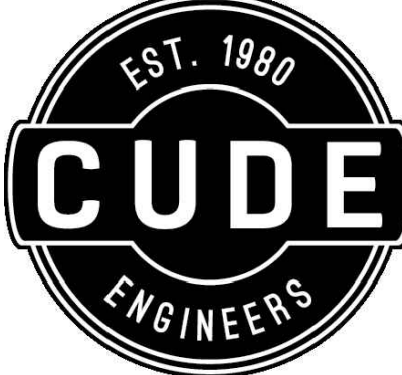


Project Name: Schryver Tract															Preci		PA2								
Calculation Summary for Time of Concentrations & Project Flow (EXISTING CONDITIONS)																									
HYDROLOGY				Sheet Flow Tc Computations						Shallow Conc. Tc Computations				Concentrated Tc Computations			Overall	INTENSITY			Q FLOW				
Drainage Shed	Shed Area (Ac.)	AREA OF ACCUMULATION (Ac.)	C	Length < 300'	Paved (Y or N)	Upstream Elev.	Downstream Elev	Slope	Time of Concentration	Length < 650'	Paved (Y or N)	Downstream Elev	Slope	Time of Concentration	Length	Velocity (fps)	Time of Concentration	Time of Concentration (min)	I5	I25	I100	Q5	Q25	Q100	Drainage Shed
A1A	4.17	= A1A	0.53	300.00	N	940.00	909.00	10.33%	14.87	137.00	N	896.00	9.49%	0.46	455.00	6	1.26	16.59	5.04	7.01	8.76	11.14	15.49	19.36	A1A
A1B	0.94	= A1B	0.53	300.00	N	940.00	909.00	10.33%	14.87	187.00	N	896.50	6.68%	0.74	135.00	6	0.38	15.98	5.14	7.15	8.94	2.56	3.56	4.45	A1B
A2	6.91	= A2	0.47	130.00	N	900.00	898.00	1.54%	15.42						361.00	6	1.00	16.43	5.07	7.04	8.81	16.47	22.86	28.61	A2
A3	12.62	= A3	0.49	130.00	N	900.00	898.00	1.54%	15.42						787.00	6	2.19	17.61	4.89	6.79	8.48	30.24	41.99	52.44	A3



Project Name: Schryver Tract															Preci			PA2									
Calculation Summary for Time of Concentrations & Project Flow (PROPOSED CONDITIONS)																											
HYDROLOGY				Sheet Flow Tc Computations						Shallow Conc. Tc Computations					Concentrated Tc Computations			Overall	INTENSITY			Q FLOW					
Drainage Shed	Shed Area (Ac.)	AREA OF ACCUMULATION (Ac.)	C	Length < 300'	Paved (Y or N)	Upstream Elev.	Downstream Elev	Slope	Time of Concentration	Length < 650'	Paved (Y or N)	Downstream Elev	Slope	Time of Concentration	Length	Velocity (fps)	Time of Concentration	Time of Concentration (min)	I5	I25	I100	Q5	Q25	Q100	Drainage Shed		
A1A	4.17			= A1A	0.53	300.00	N	940.00	909.00	10.33%	14.87	137.00	N	896.00	9.49%	0.46	455.00	6	1.26	16.59	5.04	7.01	8.76	11.14	15.49	19.36	A1A
A1B	0.94			= A1B	0.53	300.00	N	940.00	909.00	10.33%	14.87	187.00	N	896.50	6.68%	0.74	135.00	6	0.38	15.98	5.14	7.15	8.94	2.56	3.56	4.45	A1B
A2	6.91			= A2	0.72	130.00	N	900.00	898.00	1.54%	15.42						361.00	6	1.00	16.43	5.07	7.04	8.81	25.22	35.03	43.83	A2
A3	12.62			= A3	0.70	130.00	N	900.00	898.00	1.54%	15.42						787.00	6	2.19	17.61	4.89	6.79	8.48	43.20	59.98	74.91	A3

CUD NG N RS.COM



4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
P:(210) 681.2951 F:(210) 523.7112

SCHRYVER TRACT LAND STUDY

PRELIMINARY DRAINAGE MASTER PLAN

DATE

11/07/2024

PROJECT NO.
04200.004

DRAWN BY
JW

CHECKED BY
SPM

REVISIONS

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ONLY UNDER THE AUTHORITY OF
SEAN P. MCFARLAND, P.E. #138993

11/07/24

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CUDE ENGINEERS
TBPE No. 455
TBPLS No. 10048500

PLAT NO.

SAWS JOB NO.

E5



Nor-Tex Dr

Nor-Tex Dr

Mustang Valley

Green Valley Rd

Property Information Map 5711 Green Valley Rd- Schryver Tract

-  Property of Interest
-  Planned Unit Development (PUD)
-  Parcel Boundaries
-  Cibolo City Limits
-  Cibolo ETJ

Water: GVSUD
Sewer Service: GVSUD
Council District: ETJ
Zoning: ETJ



Prominence Way

Dakota



ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF CIBOLO, TEXAS, GRANTING A WAIVER TO SECTION 19.4 BLOCK DESIGN, OF THE SUBDIVISION REGULATIONS WITHIN THE UNIFIED DEVELOPMENT CODE FOR 92 PROPOSED RESIDENTIAL LOTS SITUATED ON 23.34 ACRES OF REAL PROPERTY LOCATED AT 5711 GREEN VALLEY ROAD AND WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION; DECLARING COMPLIANCE WITH APPLICABLE STATE AND LOCAL LAWS; PROVIDING FOR SAVINGS, REPEAL, SEVERABILITY AND PUBLICATION; DECLARING CONDUCT OF MEETING IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; PROVIDING A PENALTY; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City Council of the City of Cibolo ("City Council") finds that Texas Local Government Code Chapter 212 authorizes the City of Cibolo ("City"), as a home rule municipality, to adopt, repeal or amend subdivision regulations in order to promote the public health, safety, and general welfare of the City; and

WHEREAS, the City Council finds that the City has adopted such regulations as codified in the City's Unified Development Code ("UDC"); and

WHEREAS, the City Council finds that Michele Schryver ("Owner") owns 23.34 acres of land within the extraterritorial jurisdiction of the City of Cibolo ("City"), described as ABS: 227 SUR: P MIGUEL 4.2600AC and ABS: 227 SUR: P MIGUEL 19.0690 AC, and located at 5711 Green Valley Road, Cibolo, Texas, in the Schryver tract subdivision ("Property"); and

WHEREAS, the City Council finds the Owner's representatives, Jason Townsley of KB Homes and Sean McFarland of Cude Engineers, have submitted to the City an application for a waiver proposing a 23.34 acre subdivision consisting of 92 residential lots of approximately 45 feet in width with vehicular access from the interior subdivision streets; and

WHEREAS, the City Council finds that section 19.4 Block Design of the UDC provides that all lots less than sixty feet (60') in width platted after the effective date of Ordinance 1261 (passed in April 23, 2019) are required to provide vehicular access from an alley; and

WHEREAS, the City Council finds that said application was submitted to the City in compliance with the UDC; and

WHEREAS, the City Council finds that the Planning and Zoning Commission considered the waiver, recommending the waiver be denied, 6-0; and

WHEREAS, the City Council finds that Section 20.1.11 of the UDC provides that City Council must review the criteria for granting a waiver in order to establish a basis for the requested waiver; and

WHEREAS, the City Council finds that undue hardships will result from strict compliance with the stated provision(s) of the UDC, that substantial justice is provided and the public interest is secured by approving the requested waiver; and

WHEREAS, the City Council finds granting the waiver shall not have the effect of nullifying the intent and purpose of these regulations; and

WHEREAS, the City Council finds granting the waiver will not be detrimental to the public safety, health or welfare, will not be injurious to other property or to the owners of other property, and will not prevent the orderly subdivision of other property in the vicinity; and

WHEREAS, the City Council finds that the particular physical surroundings, shape and/or topographical conditions of the specific property involved, or other particular hardship to the property owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulation is carried out; and

WHEREAS, the City Council finds the waiver will not in any manner vary the provisions of the UDC or other ordinance of the City; and

WHEREAS, the City Council, having duly considered the request for waiver, desires to approve the waiver.

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

SECTION 1. Incorporation of Recitals. The City Council finds the recitals in the preamble of this ordinance are true and correct and incorporates them as findings of fact.

SECTION 2. Description of Property. The Property to which this ordinance applies is described as ABS: 227 SUR: P MIGUEL 4.2600AC and ABS: 227 SUR: P MIGUEL 19.0690 AC, and located at 5711 Green Valley Road, Cibolo, Texas and depicted in the attached **Exhibit A**.

SECTION 3. Waiver Approved. A waiver of section 20.1.11 of the UDC is approved, to permit the development of 92 residential lots of approximately 45 feet in width with vehicular access from

the interior subdivision streets on the stated Property. The waiver is subject to all applicable federal, state or local laws or regulations.

SECTION 4. Declaration of Compliance. The City Council finds that all required public notices for consideration of the waiver, if any, have been properly issued and all required public hearings, if any, have been properly conducted.

SECTION 5. Savings. All rights and remedies of the City of Cibolo are expressly saved as to any and all violations of the provisions of any ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Cibolo, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinances are hereby repealed.

SECTION 7. Severability. If any section, paragraph, sentence, clause, or phrase of this Ordinance shall for any reason be held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and ordained all the remaining portions of this Ordinance without the inclusion of such portion or portions found to be unconstitutional or invalid.

SECTION 8. Publication. The City shall publish this Ordinance in the newspaper designated as the official newspaper of the City twice as required by Section 3.13(3) of the City Charter.

SECTION 9. Open Meeting. The City Council hereby finds and determines that the meeting at which this Ordinance was passed was conducted in accordance with the Texas Open Meetings Act.

SECTION 10. Penalty and Specific Performance. It shall be unlawful to do or perform any act prohibited in this Ordinance, and it shall be unlawful to fail to do or perform any act required in this Ordinance. Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, which shall be punishable by a fine of not more than Two Thousand Dollars (\$2,000.00). Each occurrence of any violation of this Ordinance shall constitute a separate offense. In addition, the City may seek specific performance to enforce the provisions of this Ordinance.

[SPACE LEFT INTENTIONALLY BLANK]

Section 11. Effective Date. This Ordinance will become effective upon passage and the required newspaper publication.

PASSED, APPROVED, and ADOPTED on this 14th day of January 2025.

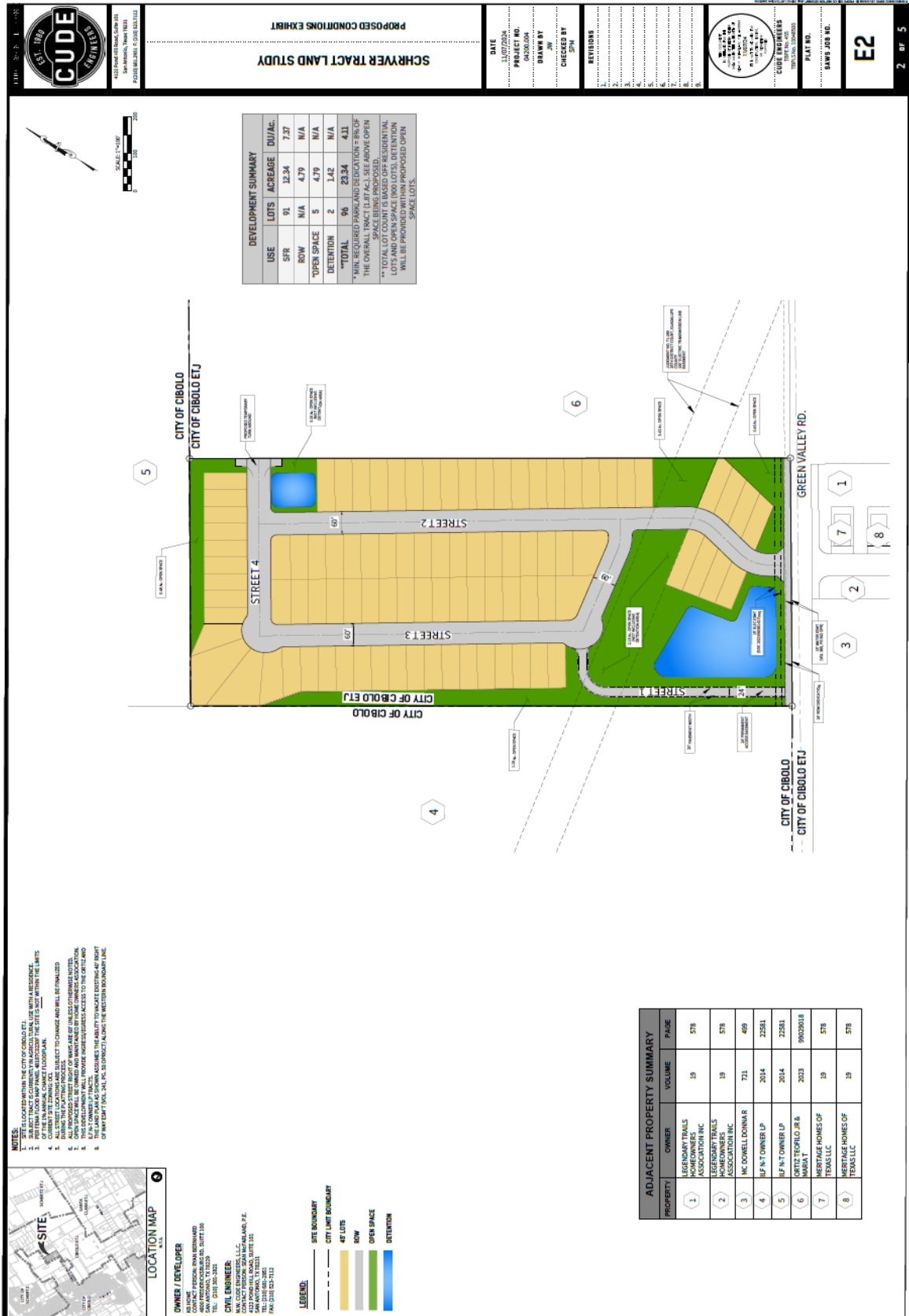
ATTEST:

Mark Allen, Mayor

APPROVED AS TO FORM:

**Peggy Cimics, TRMC
City Secretary**

**Hyde Kelley LLP
City Attorney**





City Council Regular Meeting Staff Report

D. Approval/Disapproval of an Ordinance amending Chapter 46, Cibolo Code of Ordinances, providing Definitions, Regulations, Enforcement Procedures, and Penalties regarding Junked Vehicles. (Mr. Vasquez)

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Ordinances Item: 13D.
From	
Rick Vasquez, Director of Economic Development and Planning	
Staff Contact(s)	
Thedrick Andres, Rick Vasquez,	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

This ordinance establishes a structured and enforceable approach to address junk vehicles, reduce neighborhood blight, and enhance community welfare.

The City of Cibolos' Code of Ordinances, Chapter 46 - Nuisances, lacks a clear regulatory framework for addressing junked vehicles on private property. According to the Texas Transportation Code, Title 7, Subtitle H, Sub-chapter E, Section 683.071, a "Junked Vehicle" is defined as a self-propelled vehicle that is wrecked, dismantled, partially dismantled, discarded or inoperable. The definition includes vehicles that have been inoperable for 72 hours on a public property or 30 days on private property, as well as those displaying an expired or missing license plate.

The Texas Transportation Code, Section 683.077, specifies exemptions to the provisions of Sub-chapter E regarding junked vehicles. These exemptions include:

1. **Vehicles stored in a completely enclosed building** that are not visible from the street or other public areas.
2. **Vehicles parked lawfully on private property** in connection with a licensed vehicle dealer or junkyard.
3. **Antique vehicles**, which are those 25 years or older and maintained for their historical interest.
4. **Special interest vehicles**, which are preserved due to unique design or historical significance and are not used for regular transportation. These exemptions provide clarity on vehicles that do not fall under the definition of a public nuisance as junked vehicles.

Consistent with State Statute, this ordinance amends City of Cibolo Code of Ordinances, Chapter 46 - Nuisances as follows:

- Definition of Junked Vehicles
- Public Hazards of junked vehicles
- Removal and abatement without a hearing
- Public hearing
- Removal

- Enforcement
- Junked vehicles prohibited; penalties
- Interference with impoundment prohibited; penalties



STAFF RECOMMENDATION:

Staff recommends approval of the ordinance.

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[2024.12.12 Application to TxDMV.pdf](#)

[2024.12.12 JV abatement procedure.pdf](#)

[2024.12.12 JV Notice of Hearing.pdf](#)

[2024.12.12 JV Order.pdf](#)

[TRANSPORTATION CODE Definitions.pdf](#)

[Junked Vehicle PPT1.pdf](#)



Application for Certificate of Authority to Dispose of an Abated Public Nuisance Vehicle

Information

This form may be used only by a municipality or county to notify the department of the abatement of a public nuisance vehicle and to apply for a Certificate of Authority (COA) to dispose of a motor vehicle to a demolisher. This form may be used only if the motor vehicle is a junked vehicle abated and removed from public or private property as a public nuisance pursuant to the provisions of a procedure adopted by the municipality or county in accordance with the provisions of the Texas Transportation Code, §683.074.

Process: Complete this form to notify the department of the abatement and removal of a single, public nuisance vehicle and to apply for a COA for the vehicle. The department will issue a COA marking the vehicle record as junked upon receiving the application. The department will mail the COA to the address listed on this application. Upon receipt of the COA and transfer of the public nuisance vehicle, the municipality or county must assign the COA to the metal recycler. After permanently destroying the vehicle, the metal recycler will surrender the COA back to the department, notifying the department to mark the vehicle record as crushed.

Vehicle Identification Number: Provide the number located on the body for any 1956 to current model year vehicles, the number located on the body for any 1932 to current model year Ford products, or the motor number for any 1955 and prior years (except Ford). Motorcycles typically use the number located on the frame; however, model years prior to 1971 may use a motor number. You should contact your local law enforcement auto theft unit if you need assistance in identifying the correct vehicle identification number.

Mail to: **Texas Department of Motor Vehicles**
Vehicle Titles and Registration Division
ATTN: Title Control Systems
Austin, Texas 78779-0001

Vehicle Information

Vehicle Identification Number	Year	Make	Body Style	Model
License Plate State and Number (if any)	Physical Location of the Vehicle			

Applicant Information

Name of Municipality or County			
First Name of Authorized Agent	Middle	Last	Suffix (if any)
Address	City	State	Zip
Email	Phone Number		

Certification – State law makes falsifying information a third degree felony

I, the agent named above, of the municipality or county named above, hereby notify the Texas Department of Motor Vehicles of the abatement and removal of the junked vehicle described above as a public nuisance under the procedures adopted in accordance with Transportation Code, §683.074, and understand this vehicle cannot be repaired, rebuilt, reconstructed, made operable, or re-titled in this state upon submitting this application.

Signature of Authorized Agent	Printed Name (Same as Signature)	Date
-------------------------------	----------------------------------	------



Junked Vehicle Abatement Procedure

1. Identify the Nuisance.

- a) A vehicle is considered junked if it is self-propelled and:
 - i. wrecked, dismantled, partially dismantled, or discarded;
 - ii. inoperable and has remained inoperable for a continuous period of more than 72 hours; or
 - iii. does not have an unexpired license plate lawfully affixed to it.

2. Document the Nuisance.

- a) Take photographs of the vehicle and the location of the vehicle with specific focus on documenting the aspects that identify it as meeting the requirements of junked vehicles.

3. Provide Proper Notice.

- a) Fill out a Notice of Violation and Abatement (see attachment).
- b) Post a Notice of Violation and Abatement on the vehicle.
- c) Send a Notice of Violation and Abatement to:
 - i. The last known registered owner of the vehicle;
 - ii. Each lienholder of the vehicle;

iii. The owner or occupant of the property the vehicle is located on, or, if it is on the public right-of-way, the property owner or occupant of the adjacent property.

d) Retain copies of all notices, forms of mailing and tracking information. If the notice is returned as undeliverable, repost the notice on the vehicle.

4. Wait

a) 10 days for a request from the owner for a hearing.

5. Conduct a Hearing (if a hearing is requested)

a) Schedule a hearing if requested.

b) Provide notice of hearing. (See attachment)

c) Conduct hearing.

d) Issue order to the owner. (See attachment)

6. Remove Vehicle

a) If hearing is not requested, the City may remove and take possession of the vehicle without a hearing.

b) If a hearing is requested, the City may remove and take possession of the vehicle only if removal was ordered after a properly noticed hearing.

7. Submit Notice

a) Submit notice to the State within 5 days. (See attachment)

8. Attachments:

a) Notice of Violation and Abatement

b) Notice of Hearing

c) Order of Abatement

d) Notice to Department of Motor Vehicles

Vehicle Owner
Address

Property Owner
(or adjacent property owner if vehicle is on public right-of-way)
Address

Lienholder (if applicable)
Address

Notice of Hearing

To Whom It May Concern,

On _____ we mailed and posted a Notice of Violation and Abatement of a junked vehicle pursuant to Chapter 46, Article VI of the Cibolo Code of Ordinances (the “Junked Vehicle Ordinance”). A copy of the notice is attached for your reference. In response, on ____ you requested a hearing to determine whether or not the vehicle is a junked vehicle.

The Cibolo Police Department will conduct a hearing to determine if the vehicle is a junked vehicle at the following dates, time, and location.

Date of Hearing:

Time of Hearing:

Address of Hearing:

At the hearing, the vehicle will be presumed to be inoperable unless you demonstrate its operability. If the hearing examiner finds that the vehicle does not meet the requirements of the Junked Vehicle Ordinance, then no further steps will be taken against the vehicle at that time. If the hearing examiner determines that the vehicle does meet the requirements of the Junked Vehicle Ordinance, then they will issue an order requiring:

- 1) The owner or occupant to remove the vehicle and abate the nuisance no later than the tenth (10th) day after the order is issued; and
- 2) The Chief of Police to remove the vehicle and take possession of it if the owner or occupant fails or refuses to abate or remove the vehicle as ordered.

If you have any questions regarding compliance or abatement please reach out to Cibolo Code Enforcement at (210) 658-4175.

Signed,

[NAME]

Chief of Police

IN THE MATTER OF	§	CITY OF CIBOLO
THE VEHICLE AT	§	GUADALUPE COUNTY, TEXAS
[ADDRESS]	§	

On [DATE], the City conducted a hearing on the matter of the determination by the City that a junked vehicle was located at [ADDRESS], Cibolo, Guadalupe County, Texas.

The vehicle in question is a [DESCRIPTION OF VEHICLE]. The VIN number is [VIN number or not visible]. The license plate number is [LICENSE number or not visible].

After hearing all evidence presented at the hearing, the City finds that:

1. Notice of Violation and Abatement and Notice of Hearing for this hearing was provided as required by City Ordinance.
2. The vehicle is wrecked, dismantled, partially dismantled, or discarded;
3. The vehicle is inoperable and has remained inoperable for a continuous period of more than 72 hours; or
4. The vehicle does not have an unexpired license plate lawfully affixed to it.

As a result of the above findings of fact, the City finds that the vehicle is a junked vehicle as defined by Section 46-140 of the City of Cibolo Code of Ordinances.

The Court further declares that the vehicle is a public nuisance, defined by Section 46-141 of the City of Cibolo Code of Ordinances.

IT IS THEREFORE ORDERED that

1. within TEN (10) BUSINESS DAYS from the signing of this order the vehicle owner, property owner, or lienholder will remove the vehicle from the premises, or otherwise bring the vehicle into compliance with the City Code.
2. If such vehicle is not removed from the premises, or otherwise brought into compliance with City Ordinances, the City may remove and take possession to the vehicle pursuant to Section 46-145 of the City of Cibolo Code of Ordinances.

SIGNED AND ENTERED this [DAY] day of [MONTH] [YEAR].

[NAME], Assistant Chief of Police
Cibolo, Texas

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE H. PARKING, TOWING, AND STORAGE OF VEHICLES

CHAPTER 683. ABANDONED MOTOR VEHICLES

SUBCHAPTER A. GENERAL PROVISIONS

SUBCHAPTER E. JUNKED VEHICLES: PUBLIC NUISANCE; ABATEMENT

Sec. 683.071. DEFINITION AND APPLICABILITY. (a) In this subchapter, "junked vehicle" means a vehicle that:

(1) is self-propelled; and

(2) is:

(A) wrecked, dismantled or partially dismantled, or discarded; or

(B) inoperable and has remained inoperable for more than:

(i) 72 consecutive hours, if the vehicle is on public property; or

(ii) 30 consecutive days, if the vehicle is on private property.

(b) For purposes of this subchapter, "junked vehicle" includes a motor vehicle, aircraft, or watercraft. This subchapter applies only to:

(1) a motor vehicle that displays an expired license plate or does not display a license plate;

(2) an aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; or

(3) a watercraft that:

(A) does not have lawfully on board an unexpired certificate of number; and

(B) is not a watercraft described by Section [31.055](#), Parks and Wildlife Code.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 746, Sec. 1, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 798, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 500 (S.B. [350](#)), Sec. 1, eff. September 1, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 720 (H.B. [787](#)), Sec. 9, eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 753 (H.B. [1376](#)), Sec. 1, eff. September 1, 2011.

Reenacted and amended by Acts 2013, 83rd Leg., R.S., Ch. 1291 (H.B. [2305](#)), Sec. 49, eff. March 1, 2015.

Sec. 683.077. INAPPLICABILITY OF SUBCHAPTER. (a) Procedures adopted under Section [683.074](#) or [683.0765](#) may not apply to a vehicle or vehicle part:

(1) that is completely enclosed in a building in a lawful manner and is not visible from the street or other public or private property; or

(2) that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or that is an antique or special interest vehicle stored by a motor vehicle collector on the collector's property, if the vehicle or part and the outdoor storage area, if any, are:

(A) maintained in an orderly manner;

(B) not a health hazard; and

(C) screened from ordinary public view by appropriate means, including a fence, rapidly growing trees, or shrubbery.

(b) In this section:

(1) "Antique vehicle" means a passenger car or truck that is at least 25 years old.

(2) "Motor vehicle collector" means a person who:

(A) owns one or more antique or special interest vehicles; and

(B) acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.

(3) "Special interest vehicle" means a motor vehicle of any age that has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 413, Sec. 15, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1431, Sec. 1, eff. Sept. 1, 2001.

City of Cibolo Code of Ordinances Chapter 46 Nuisances



Proposed: Article VI. Junked Vehicle Regulations



Chapter 46 Nuisances

- Noise
- Weeds and Yards
- Fireworks
- Graffiti

- Add: Junked Vehicles



Texas Transportation Code (TTC)

TTC Title 7. Vehicles and Traffic

Subtitle H. Parking, Towing, & Storage of Vehicles

Chapter 683. Abandoned Motor Vehicle

- Defines abandoned motor vehicle
- Authority to take abandoned motor vehicle into custody found on public or private property (law enforcement agency)
- Auction of Abandoned Vehicles/ use of proceeds
- Notice requirements
- Law enforcement use of abandoned vehicles
- Application to Texas Department of Motor Vehicles to dispose of motor vehicles

(Cont.)



Texas Transportation Code

- TTC, Subchapter E. Junked Vehicles: Public Nuisance; Abatement

Junk Vehicle defined

- wrecked, dismantled or partially dismantled, or discarded
- inoperable or remained inoperable for more than 72 consecutive hours on public property; or 30 consecutive days on private property.
- displays an expired licenses plate, of does not display a license plate

(Cont.)



Texas Transportation Code

TTC - Junk vehicle declared to be a public nuisance.

-visible and any time of year from a public place or public right-of-way; including:

- *detrimental to safety and welfare of the public
- *reduces value of private property
- *invites vandalism
- *an attractive nuisance creating a hazard to health/safety of minors
- *creates a fire hazard
- *produces urban blight
- *is a public nuisance

(Cont.)



Texas Transportation Code

TTC authorizes municipalities to adopt procedures for the removal from private property, public property, and right-of-way.

Establishes following exemptions:

- a junked vehicle in an enclosed building
- on private property in connection with a licensed vehicle dealer
- junkyard
- antique or collector
- special interest vehicle



Chapter 46. Nuisances, Chapter 46.

Nuisances, Article VI. Junked Vehicles

- Consistency with Texas Transportation Codes
- Junked Vehicle defined (TTC 683.071)
- Hazards as defined by TTC
- Notice procedure
- Hearing
- Chief of Police designated by ordinance to administer
- Removal procedure and notice to Texas DMV
- Enforcement on private property
- Penalties



Any Questions?

Staff recommends approval of ordinance to adopt Article 7.
Junked Vehicles





City Council Regular Meeting Staff Report

A. Approval/Disapproval of a Resolution of the City of Cibolo authorizing the donation of used or obsolete fire hose and personal protective equipment to the Texas Forest Service Helping Hands Program. (Chief Troncoso)

Meeting	Agenda Group
Tuesday, January 14, 2025, 6:30 PM	Resolution Item: 14A.
From	
Mario Troncoso, Fire Chief	
Staff Contact(s)	
Mario Troncoso,	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

Over the years, the Cibolo Fire Department has acquired many fire hoses and Personal Protective equipment that have exceeded their service life (see attachment). This equipment has exceeded its service limitations or is no longer used by the Cibolo Fire Department.

The Cibolo Fire Department has found that Texas A&M Forest Service's Helping Hands Program allows cities to donate used or obsolete fire rescue equipment to the service for distribution to volunteer fire departments.

STAFF RECOMMENDATION:

The Fire Chief recommends the donation of used or obsolete fire equipment to the Texas A&M Forestry Service Helping Hand Program.

Attachment:

Four (4) Photos of Hose and Personal Protective Equipment.

ONE (1) Resolution Document

MOTION(S):

Authorize the Donation of used or obsolete fire hose and personal protective equipment the the Texas A&M Forestry Service Helping Hand Program.

Suggested Motion: I move to approve a resolution authorizing the donation of used or obsolete fire hoses and personal protective equipment to the Texas Forest Service's Helping Hands Program, finding the donation of used or obsolete fire hoses and personal protective equipment is for a public purpose, and authorizing the City Manager to arrange for the use of public resources.

Attachments

[HOSE B.pdf](#)

[PPE A.pdf](#)

[PPE B.pdf](#)

[PPE C.pdf](#)

[2024.10.24 Resolution Helping Hands V1 MLW.pdf](#)











RESOLUTION NO: ____

RESOLUTION BY THE CITY OF CIBOLO, TEXAS, AUTHORIZING THE DONATION OF USED OR OBSOLETE FIRE HOSES AND PERSONAL PROTECTIVE EQUIPMENT TO THE TEXAS FOREST SERVICE'S HELPING HANDS PROGRAM; FINDING THE DONATION OF USED OR OBSOLETE FIRE HOSES AND PERSONAL PROTECTIVE EQUIPMENT IS FOR A PUBLIC PURPOSE; AUTHORIZING THE CITY MANAGER TO ARRANGE FOR THE USE OF PUBLIC RESOURCES; PROVIDING FOR REPEAL AND SEVERABILITY; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS PASSED WAS CONDUCTED IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Cibolo, Texas finds that Texas A&M Forest Service's Helping Hands Program allows cities to donate use or obsolete fire control or fire rescue equipment to the service for distribution to volunteer fire departments; and

WHEREAS, the list of fire hoses and personal protective equipment attached as Exhibit A are obsolete, exceeding service limitations or are no longer used by the Cibolo Fire Department; and

WHEREAS, the City Council finds that the donation of the listed fire hoses and personal protective equipment will further a public purpose and provide a public benefit by allowing the Cibolo Fire Department to dispose of unused equipment and allowing other fire departments to use the equipment.

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

SECTION 1. The recitals are hereby found to be true and correct and are hereby incorporated as part of this Resolution.

SECTION 2. The donation of the used and obsolete fire equipment listed in Exhibit A is an appropriate use of public resources as it supports the public purposes stated herein.

SECTION 3. The City Council grants the used and obsolete fire equipment to the Texas A&M

Forest Service for use in the Helping Hands Program.

SECTION 4. The City Manager is authorized to approve the donation of the used and obsolete fire equipment as provided in this Resolution.

SECTION 5. This Resolution shall be and is hereby cumulative of all other resolutions of the City of Cibolo, Texas, and this resolution shall not operate to repeal or affect any of such other resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event such conflicting provisions, if any, in such other resolutions are hereby repealed

SECTION 6. If any section, paragraph, sentence, clause, or phrase of this Resolution shall for any reason be held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 7. The City Council hereby finds and determines that the meeting at which this Resolution was passed was conducted in accordance with the Texas Open Meetings Act.

SECTION 8. This Resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council of the City of Cibolo, Texas.

PASSED AND ADOPTED BY THE CITY COUNCIL ON THE ____ DAY OF ____ 2024.

Mark Allen, Mayor

ATTEST:

APPROVED AS TO FORM:

Peggy Cimics, TRMC
City Secretary

Hyde Kelley LLP
City Attorney